



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

October 5, 2016

Crowder Gulf
Attn: Mr. John Ramsay, President
Disaster Recovery & Debris Management
5435 Business Parkway
Theodore, AL 36582

Via: Email transmission, jramsay@crowdergulf.com

RE: Extension Request for RFP No. 2011-102, Debris Removal Services

Dear Mr. Ramsay:

A request to solicit proposals for Debris Removal Services is in the process of development. An extension of an additional three (3) month period has been requested by Dave Peters, Assistant Public Works Director. The City of Stuart requests extension of the current contract through March 13, 2017, if mutually agreed upon by both parties, in order to maintain continuity of service and allow sufficient time to solicit, open, evaluate and recommend award of a new contract.

Please complete the bottom portion of this letter if your firm will agree to the requested extension under the same terms, conditions, and pricing as the original Agreement through March 13, 2017. Your response is requested as soon as possible. You may fax your response to (772) 600-0134 or send it by email to purchasing@ci.stuart.fl.us.

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5308 if you should have any questions.

Sincerely,

Lenora Darden
Procurement Manager

c: Dave Peters, Asst Public Works Director
Janine Wilde, Executive Admin Asst

Greg Schommer, Team Leader III
2011-103 File

- I hereby agree to the contract extension as specified of the subject Agreement
 I am unable to agree to the contract extension as specified of the subject Agreement

(Signature)

JOHN RAMSAY
Printed Name

10-05-16
Date

PRESIDENT
Title



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 106-2015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO RENEW RFP NO. 2011-102 WITH CROWDER-GULF, JV FOR DEBRIS REMOVAL SERVICES AT VARIOUS LOCATIONS IN THE CITY FOR THE FOURTH AND FINAL RENEWAL PERIOD THROUGH DECEMBER 31, 2016, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart, Florida hereby approves the renewal of the fourth and final renewal period for RFP# 2011-102 with Crowder-Gulf, JV, of Theodore, Alabama; to provide debris removal services for the period of January 1, 2016 through December 31, 2016.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 106-2015
Approve the 4th Renewal period for RFP #2011-102, Debris Removal Services

ADOPTED this 9th day of November 2015.

Commissioner KRAUSKOPF offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner CLARKE and upon being put to a roll call vote, the vote was as follows:

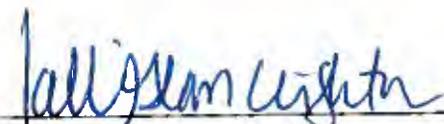
KELLI GLASS-LEIGHTON, MAYOR
JEFFERY A. KRAUSKOPF, VICE MAYOR
TOM CAMPENNI, COMMISSIONER
TROY MCDONALD, COMMISSIONER
EULA R. CLARKE, COMMISSIONER

| YES | NO | ABSENT |
|-----|----|--------|
| X | | |
| X | | |
| X | | |
| X | | |
| X | | |

ATTEST:

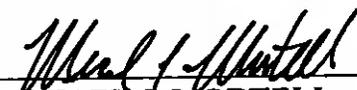


CHERYL WHITE
CITY CLERK



KELLI GLASS-LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL J. MORTELL
CITY ATTORNEY





City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Amanda Reed, CPPB
Procurement Specialist
areed@ci.stuart.fl.us

Telephone (772) 288-5320
Fax: (772) 600-1202
www.cityofstuart.us

October 29, 2015

Via Email Transmission: jramsay@crowdergulf.com

Crowder Gulf
Attn: John Ramsay, President
5435 Business Parkway
Theodore, AL 36582

Subject: Renewal for RFP #2011-102, Debris Removal Services

Dear Mr. Ramsay,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Debris Removal Services, for the period beginning January 1, 2016 and ending on December 30, 2016, which represents the 4th and final renewal option. This extension is granted under the same terms, conditions, and pricing as the original contract. We are in receipt of your Certification of Liability, Property Damage, and Automobile Liability, and Worker's Compensation as outlined in the RFP.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response is requested as soon as possible. You may fax your response to (772) 600-1202 or email to purchasing@ci.stuart.fl.us.

Thank you for your cooperation and attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Amanda Reed
Procurement Specialist

cc: Dave Peters, Asst Public Works Director
Janine Wilde, Executive Admin Asst

Greg Schommer, Team Leader III
2011-102 File

I hereby agree to the contract renewal as specified of the subject Agreement

I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

John Ramsay

Printed Name

October 29, 2015

President

Date

Title



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 100-2014

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO RENEW THE AWARD OF RFP NO. 2011-102 WITH CROWDER-GULF, JV FOR DEBRIS REMOVAL SERVICES AT VARIOUS LOCATIONS IN THE CITY FOR THE THIRD OF FOUR POSSIBLE RENEWAL PERIODS THROUGH DECEMBER 31, 2015, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

NOW TEHREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart, Florida hereby approves the renewal of the third of four possible one year renewal periods for RFP# 2011-102 with Crowder-Gulf, JV, of Theodore, Alabama; to provide debris removal services for the annual period of January 1, 2015 through December 31, 2015.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 100-2014

Approve the 3rd Renewal period for RFP #2011-102, Debris Removal Services

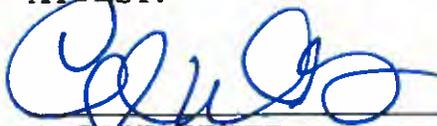
ADOPTED this 10th day of November 2014.

Commissioner GLASS LEIGHTON offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner CLARKE and upon being put to a roll call vote, the vote was as follows:

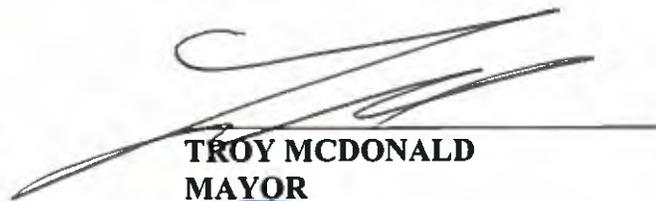
TROY MCDONALD, MAYOR
KELLI GLASS-LEIGHTON, VICE MAYOR
TOM CAMPENNI, COMMISSIONER
JEFFERY A. KRAUSKOPF, COMMISSIONER
EULA R. CLARKE, COMMISSIONER

| YES | NO | ABSENT |
|-----|----|--------|
| X | | |
| X | | |
| X | | |
| X | | |
| X | | |

ATTEST:



CHERYL WHITE
CITY CLERK

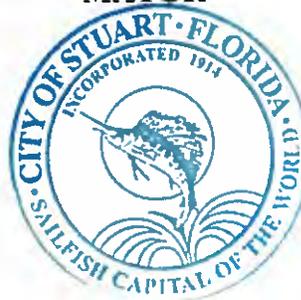


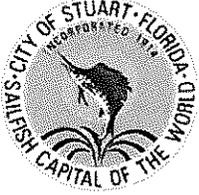
TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL J. MORTELL
CITY ATTORNEY





City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Buyer
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-1202
www.cityofstuart.us

October 17, 2014

Via Email Transmission: jramsay@crowdergulf.com

Crowder Gulf
Attn: John Ramsay, President
5435 Business Parkway
Theodore, Alabama 36582

Subject: Renewal for RFP #2011-102, Debris Removal Services

Dear Mr. Ramsay,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Debris Removal Services, for the period beginning January 1, 2015 and ending on December 31, 2015, which represents the third of four (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract. We are in receipt of your Certification of Liability, Property Damage, and Automobile Liability, and Worker's Compensation as outlined in the RFP.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., November 14, 2014**. You may fax your response to (772) 600-0134 or send by email to ldarden@ci.stuart.fl.us.

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5308, if you should have any questions.

Best Regards,

Lenora Darden, CPPB
Procurement Buyer

cc: Dave Peters, Asst Public Works Director
Janine Wilde, Executive Admin Asst

Greg Schommer, Team Leader III
2011-102 File

- I hereby agree to the contract renewal as specified of the subject Agreement
- I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

John Ramsay
Printed Name

10-20-14
Date

President
Title



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 139-2013

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RENEWING RFP#2011-102 WITH CROWDER-GULF, JV FOR DEBRIS REMOVAL SERVICES AT VARIOUS LOCATIONS IN THE CITY FOR THE PERIOD JANUARY 1, 2014 THROUGH DECEMBER 31, 2014; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby renews Request for Proposal #2011-102, Debris Removal Services, the second of four available renewals, with Crowder-Gulf, JV, for the period January 1, 2014 through December 31, 2014.

SECTION 2: This resolution shall take effect upon adoption.

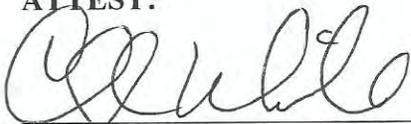
Commissioner Krauskopf offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner Christie and upon being put to a roll call vote, the vote was as follows:

EULA R. CLARKE, MAYOR
TROY MCDONALD, VICE MAYOR
JAMES A. CHRISTIE, COMMISSIONER
JEFFERY A. KRAUSKOPF, COMMISSIONER
KELLI GLASS-LEIGHTON, COMMISSIONER

| YES | NO | ABSENT |
|-----|----|--------|
| X | | |
| X | | |
| X | | |
| X | | |
| X | | |

ADOPTED this 25th day of November 2013.

ATTEST:

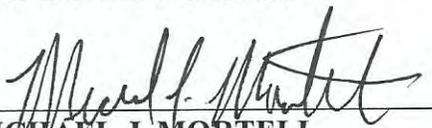


CHERYL WHITE
CITY CLERK



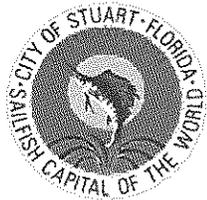
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL J. MORTELL
CITY ATTORNEY





City of Stuart

300 SW St. Lucie Avenue • Stuart • Florida 34994
Department of Financial Services
Purchasing Division

Lenora Darden, CPPB
Procurement Buyer
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-1202
www.cityofstuart.us

November 4, 2013

Via Email Transmission: jramsay@crowdergulf.com

Crowder Gulf
Attn: John Ramsay, President
5435 Business Parkway
Theodore, Alabama 36582

Subject: Renewal for RFP #2011-102, Debris Removal Services

Dear Mr. Ramsay,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Debris Removal Services, for the period beginning January 1, 2014 and ending on December 31, 2014, which represents the second of four (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract. We are in receipt of your Certification of Liability, Property Damage, and Automobile Liability, and Worker's Compensation as outlined in the RFP.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., November 14, 2013**. You may fax your response to (772) 600-0134 or send by email to ldarden@ci.stuart.fl.us.

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5308, if you should have any questions.

Best Regards,

Lenora Darden, CPPB
Procurement Buyer

cc: Dave Peters, Asst Public Works Director
Janine Wilde, Executive Admin Asst

Greg Schommer, Team Leader III
2011-102 File

- I hereby agree to the contract renewal as specified of the subject Agreement
- I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

John Ramsay
Printed Name

November 5, 2013
Date

President
Title



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 105-2012

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
STUART, FLORIDA RENEWING THE AGREEMENTS OF RFP
No. 2011-102, DEBRIS REMOVAL SERVICES, CROWDER GULF,
JOINT VENTURE OF THEODORE, ALABAMA; PROVIDING AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA THAT:**

SECTION 1: The City Commission of the City of Stuart, Florida approved the award of RFP No. 2011-102, Debris Removal Services, by Resolution 129-2011 on December 12, 2011. These services are requested throughout the year on an "as needed" basis. This Agreement has a provision of renewal under the original terms, conditions and specifications for four (4) additional one (1) year terms. This would be the first of the four (4) renewal period options. Crowder Gulf has agreed to the renewal of the agreement under the original terms, conditions, prices and specifications.

SECTION 2: The City Commission authorizes the Mayor and City Clerk and any other necessary City Official to execute the necessary documents to extend this agreement for a period of one (1) year, after approval by the City Attorney.

SECTION 3: This resolution shall take effect upon adoption.

Res.10 5-2012
Renew Agreements for RFP 2011-102 Debris Removal Services

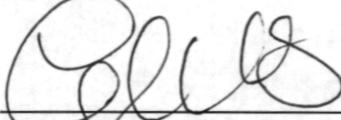
Commissioner Krauskopf offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner Clarke and upon being put to a roll call vote, the vote was as follows:

JAMES A. CHRISTE, JR., MAYOR
EULA R. CLARKE., VICE MAYOR
TROY A. McDONALD, COMMISSIONER
JEFFREY A. KRAUSKOPF, COMMISSIONER
KELLI GLASS LEIGHTON, COMMISSIONER

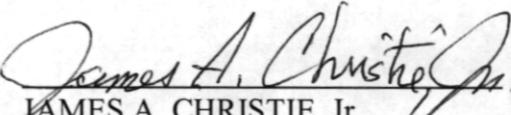
| YES | NO | ABSENT |
|-----|----|--------|
| ✓ | | |
| ✓ | | |
| ✓ | | |
| ✓ | | |
| ✓ | | |

ADOPTED this 26th day of November, 2012.

ATTEST:

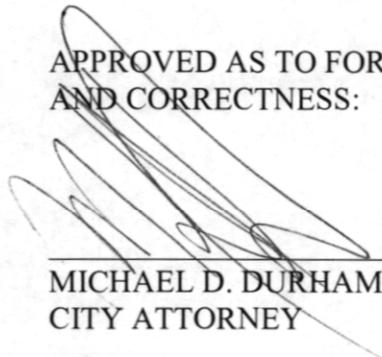


CHERYL WHITE
CITY CLERK

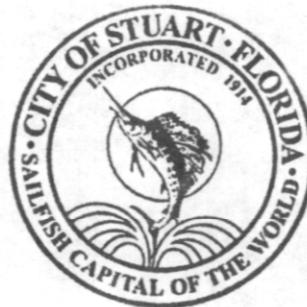


JAMES A. CHRISTIE, Jr.
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL D. DURHAM
CITY ATTORNEY





City of Stuart

300 SW St. Lucie Avenue • Stuart • Florida 34994
Department of Financial Services
Purchasing Division

Lenora Darden, CPPB
Procurement Buyer
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-1202
www.cityofstuart.us

October 26, 2012

Via Email Transmission: jramsay@crowdergulf.com

Crowder Gulf
Attn: John Ramsay, President
5435 Business Parkway
Theodore, Alabama 36582

Subject: Renewal for RFP #2011-102, Debris Removal Services

Dear Mr. Ramsay,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Debris Removal Services, for the period beginning January 1, 2013 and ending on December 31, 2013, which represents the first of four (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract. In addition, we need a current copy of Certification of Liability, Property Damage, and Automobile Liability, and Worker's Compensation as outlined in the RFP.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., November 30, 2012**. You may fax your response to (772) 600-1202 or send by email to ldarden@ci.stuart.fl.us.

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5308, if you should have any questions.

Best Regards,

Lenora Darden, CPPB
Procurement Buyer

cc: Dave Peters, Asst Public Works Director
Janine Wilde, Executive Admin Asst

Greg Schommer, Team Leader III
2011-102 File

I hereby agree to the contract renewal as specified of the subject Agreement

I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

Printed Name

October 29, 2012

Date

John Ramsay

Title

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
8/23/2011

PRODUCER

Point Clear Insurance Services LLC
368 COMMERCIAL PARK DRIVE
FAIRHOPE, AL 36532-1910

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

| | |
|--------------|----------------------------|
| COMPANY A | THE GRAY INSURANCE COMPANY |
| COMPANY B | |
| COMPANY C | |
| COMPANY D | |

INSURED

CrowderGulf Joint Venture
5435 Business Parkway
Theodore, AL 36582-1675

COVERAGES

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.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|--------|---|---------------|----------------------------------|-----------------------------------|---|----------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT | XSGI-073372 | 9/1/2011 | 9/1/2014 | GENERAL AGGREGATE | Unlimited |
| | | | | | PRODUCTS - COMP/OP AGG | \$3,000,000.00 |
| | | | | | PERSONAL & ADV INJURY | \$1,000,000.00 |
| | | | | | EACH OCCURRENCE | \$1,000,000.00 |
| | | | | | FIRE DAMAGE (Any one fire) | \$50,000.00 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | XSAL-074069 | 9/1/2011 | 9/1/2014 | COMBINED SINGLE LIMIT | \$1,000,000.00 |
| | | | | | BODILY INJURY (Per person) | |
| | | | | | BODILY INJURY (Per accident) | |
| | | | | | PROPERTY DAMAGE | |
| | | | | | | |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | |
| | | | | | OTHER THAN AUTO ONLY | |
| | | | | | EACH ACCIDENT | |
| A | EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM | GXS-042755 | 9/1/2012 | 9/1/2013 | EACH OCCURRENCE | \$4,000,000.00 |
| | | | | | AGGREGATE | \$4,000,000.00 |
| | | | | | | |
| A | EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL | XSWC-070693 | 9/1/2011 | 9/1/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | OTHER |
| | | | | | EL EACH ACCIDENT | \$1,000,000.00 |
| | | | | | EL DISEASE - POLICY LIMIT | \$1,000,000.00 |
| | | | | | EL DISEASE - EA EMPLOYEE | \$1,000,000.00 |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.

Re: RFP #2011-102 Debris Removal Services

CERTIFICATE HOLDER

City of Stuart
Department of Financial Services
Purchasing Division
300 SW Saint Lucie Avenue
Stuart, FL 34994

CANCELLATION

In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.

AUTHORIZED REPRESENTATIVE

John Schipani
THE GRAY INSURANCE COMPANY

GCF 00 50 01 01 12

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

**ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions, which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded for public liability does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo.

It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 1 MIL for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the FHWA or the ICC the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date. The telephone number to call is:

_____.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date notice is received by the ICC at its office in Washington, D.C.)

Issued to CrowderGulf Joint Venture of Theodore, Alabama
 Dated at Metairie, Louisiana this 1st day of September, 2011
 Amending Policy No. XSAL-074072
 Effective Date September 1, 2011 Countersigned by 
 Authorized Company Representative
 Name of Insurance Company The Gray Insurance Company

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier.

It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN BELOW DOES NOT PROVIDE COVERAGE.

The limits shown in this schedule are for information purposes only.

**SCHEDULE OF LIMITS
PUBLIC LIABILITY**

| Type of Carriage 1 | Commodity Transported | Minimum Insurance |
|---|---|-------------------|
| (1) For-hire (in interstate or foreign commerce) | Property (Non-hazardous) | \$ 750,000 |
| (2) For-hire and Private (in interstate, foreign or intrastate commerce) | Hazardous substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas; or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403 | \$5,000,000 |
| (3) For-hire and Private (in interstate, or foreign commerce: in any quantity) or (in intrastate commerce: in bulk only) | Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) or (4). | \$1,000,000 |
| (4) For-hire and Private (in interstate or foreign commerce) | Any quantity of Class A or B explosives; any quantity of poison gas (Poison A); or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403 | \$5,000,000 |

NOTE

1. The type of carriage listed under numbers (1), (2) and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED— OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

When required by written contract, any person, firm or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTOMOBILE COVERAGE

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

When required by written contract, any person, firm or organization.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations of "autos".



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 129-2011

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF RFP No. 2011-102 TO CROWDER-GULF, JV, THE MOST QUALIFIED PROFESSIONAL FIRM TO PROVIDE DEBRIS REMOVAL SERVICES, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*** * * * ***

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart, Florida approves the award of RFP No. 2011-102 to the most qualified professional firm, Crowder-Gulf, JV, Theodore, Alabama, to provide Debris Removal Services.

SECTION 2: The City Commission authorizes the Mayor, the City Clerk, the City Manager and any other City Official necessary to execute the formal agreement, after approval by the City Attorney.

SECTION 3: This resolution shall take effect upon adoption.

Res.129-2011

Award RFP 2011-102 for Debris Removal Services

Commissioner KRAUSKOPF offered the foregoing resolution and moved its adoption.

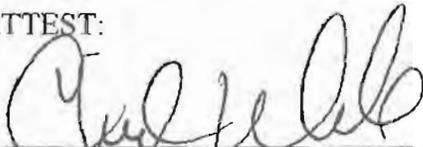
The motion was seconded by Commissioner CLARKE and upon being put to a roll call vote, the vote was as follows:

JAMES A. CHRISTIE, Jr., MAYOR
EULA R. CLARKE, VICE MAYOR
KELLI GLASS, COMMISSIONER
JEFFREY A. KRAUSKOPF, COMMISSIONER
TROY A. McDONALD, COMMISSIONER

| YES | NO | ABSENT |
|-----|----|--------|
| X | | |
| X | | |
| X | | |
| X | | |
| X | | |

ADOPTED this 12th day of December, 2011.

ATTEST:



CHERYL WHITE
CITY CLERK



JAMES A CHRISTIE JR.
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL D. DURHAM
CITY ATTORNEY



**CITY OF STUART
UNIT PRICE CONTRACT**

PROJECT: DEBRIS REMOVAL SERVICES

CONTRACTOR: Crowder-Gulf, JV, 5435 Business Parkway, Theodore, Alabama 36582

UNIT PRICE AGREEMENT

THIS UNIT PRICE MASTER AGREEMENT, hereinafter "Agreement," made this 12th day of Dec., 2011, between the City of Stuart, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter called the "CITY", and Crowder-Gulf, JV, Theodore, Alabama, hereinafter called the "CONTRACTOR."

WITNESSETH:

1. DESCRIPTION OF WORK

It is agreed that the work to be done under this Agreement is described in the contract documents listed in "**Exhibit B**" attached hereto. A copy of these documents is on file in the Office of the City Clerk as a public record. Any conflict between the terms and conditions of the documents and the terms and conditions of this Agreement, shall be interpreted in favor of this Agreement.

2. PROJECT MANAGER

The Project Manager for the City is the Public Works Director unless a designee is appointed in which the identity of the designee shall be provided to the CONTRACTOR in writing.

The Project Manager for the City is:
Dave Peters, Assistant Public Works Director
121 SW Flagler Avenue
Stuart, FL 34994
Phone: (772) 288-1292

The Project Manager for the Contractor is:
John Campbell, Sr. Project Manager
5435 Business Parkway
Theodore, AL 36582

3. TIME OF PERFORMANCE

3.1 Term of Agreement

Upon award of this Agreement, the effective date of this Agreement shall be January 1, 2012. Term of this agreement shall be for an initial period of one (1) year with the option of four (4) additional one-year renewal periods, upon the mutual agreement of the parties. Consideration of price adjustments at each renewal period will be given provided such escalations are reasonable

and acceptable to the City. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

3.2 Work Authorization (WA)

Each "Work Authorization" shall specify the Period of Service agreed to by the City and the Contractor for services to be rendered under said "Work Authorization". The Contractor shall furnish a payment bond and a performance bond with a carrier(s) duly licensed and authorized to do business in the State of Florida, each equal to one hundred percent of the total amount of the Work Authorization to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

If the Contractor's Work (which is actually on the critical path) is impacted by one or more of the following events, the City may (but is not obligated to) consider approving an extension of time:

1. Tornado, Hurricane or Tropical Storm, but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
2. Earthquake.

No other event or condition (including unforeseen inclement weather), other than those specifically identified above, will be considered as a basis for an extension of Agreement time.

4. CONTRACT PAYMENT AND CONTRACT TERM

The City shall pay the Contractor for the performance of this Agreement and satisfactory completion of the project in accordance with the unit prices as specified in "**Exhibit A**". Partial payment requests based on the amount of work completed shall be allowed, and will be made within thirty (30) days after the work being billed is accepted by the Project Manager of the City.

The term of this Agreement shall be for one (1) year from January 31, 2012 and may be extended for up to four (4) additional one (1) year periods, unless the contract is terminated by the City.

5. AUDIT

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after termination of this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

6. CONTRACTOR RESPONSIBILITY

6.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

6.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him, or it, on account of the amount or character of the Work, or because of the nature of the ground in or on which the work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

6.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

6.4 FHWA 1273 Contract Provisions

Contractor agrees to follow all Form FHWA 1273 Contract Provisions, titled "Required Contract Provisions, Federal-Aid Construction Contracts". FHWA1273 Contract Provisions are attached to and made part of this agreement as **Exhibit D**.

7. INDEMNIFICATION

The Contractor covenants and agrees at all times to save, hold, and keep harmless the City, its officials, employees, agents, and volunteers and indemnify the City, its officials, employees, agents, and volunteers against any and all claims, demands, penalties, judgments, court costs, attorney's fees, and liability of every kind and nature whatsoever arising out of or in any way connected or arising out of the performance of this Agreement to the extent of the insurance requirements set forth herein. The Contractor hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification provided herein.

8. INSPECTION

The project will be inspected by the Project Manager for the City and will be rejected if it is not in conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for final inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

9. INSURANCE

9.1 Requirements.

Contractor shall procure and maintain insurance, in amounts acceptable to the City, which names the contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "**Exhibit B**" attached hereto.

9.2 Certificate of Insurance.

Certificates of all insurance required from the Contractor shall be attached to this Agreement and shall be subject to the City's approval for adequacy.

9.3 Bonding Requirements.

Contractor, upon award of a Work Authorization, will be required to furnish a payment bond and a performance bond with a carrier(s) duly licensed and authorized to do business in the State of Florida, each equal to one hundred percent of the total amount of the Work Authorization to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

10. GENERAL PROVISIONS

10.1 Attorneys' Fees and Costs

In the event the Contractor defaults in the performance of any of the terms, covenants and conditions of this Agreement, the Contractor agrees to pay all damages and costs incurred by the City in the enforcement of this Agreement, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

10.2 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

10.3 Venue

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in Martin County, Florida.

10.4 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

10.5 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

10.6 Contractor's Project Team

The Contractor's Project Team must remain as negotiated for the term of the contract. Any substitutions or revisions to the project team must be formalized by addendum to this agreement and executed by the Contractor and the appropriate City officials.

11. DEFAULT / TERMINATION

11.1 Termination for Convenience

The City upon a seven (7) day written notice to the other party may terminate this Agreement. In the event of any termination, the Contractor shall be paid for all services rendered to the date of termination.

11.2 Termination for Cause

The obligation to provide further services under this Agreement may be terminated by the City upon seven (7) days written notice in the event of failure by the Primary Contractor to perform in accordance with the terms hereof through no fault of the City.

If after notice of termination of the Contract under the provisions of this paragraph 11.2., it is determined for any reason that the Primary Contractor was not in default, or the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 11.1 of this contract which allows the City to terminate the Primary Contractor for convenience.

12. CONFLICTS WITH OTHER CLAUSES

Should the Exhibits, attached to and made part of this Agreement, contain any clauses which conflict with any clauses in this Agreement, the clauses in this Agreement shall take precedence.

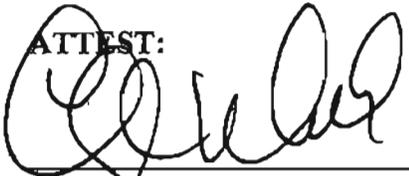
13. EXHIBITS INCLUDED IN AGREEMENT

- Exhibit A** "Proposal as submitted by contractor and accepted by the City"
- Exhibit B** "Original RFP #2011-102 as issued by the City, including all addenda"
- Exhibit C** "Insurance and Indemnification"
- Exhibit D** "Form FHWA 1273"

IN WITNESS WHEREOF, the CITY and the Contractor have made and executed this Contract the day and year first above written.

CITY OF STUART, FLORIDA

ATTEST:



CHERYL WHITE
CITY CLERK

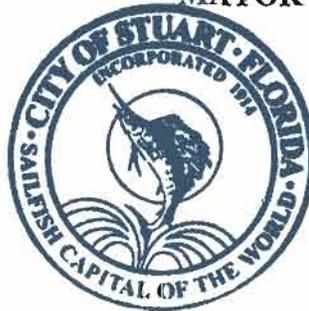


JAMES A. CHRISTIE, JR
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:



MICHAEL D. DURHAM
CITY ATTORNEY

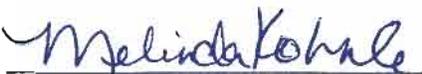


WITNESSES:



CROWDER GULE, JV:

BY: 



JOHN RAMSAY

(Print)

EXHIBIT A
PROPOSAL AS SUBMITTED BY CONTRACTOR AND ACCEPTED BY THE CITY

City of Stuart, FL

RFP #2011-201
Debris Removal Services

Wednesday, October 26, 2011 @ 2:30pm

*Crowder Gulf is committed to protecting and preserving our environment.
As part of this effort, our proposal is on recycled paper.*



John Ramsay, President
5435 Business Parkway
Theodore, Alabama 36582
800-992-6207 Phone
251-459-7433 Fax
jramsay@crowdergulf.com
www.crowdergulf.com

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

October 25, 2011

City of Stuart
City Hall – Purchasing
121 SW Flagler Avenue
Stuart, FL 34994

Re: RFP #2011-102 Debris Removal Services

On behalf of CrowderGulf, I am pleased to submit the attached proposal in accordance with the terms and conditions of the RFP referenced above. CrowderGulf has enjoyed our working relationship with the City of Stuart over the past few years.

CrowderGulf is a national full-service debris management firm with over forty years experience in helping communities like the City of Stuart recover from disasters. Having managed successful debris clean-up operations in Alabama, Florida, Georgia, Kansas, Kentucky, Louisiana, Mississippi, New York, North Carolina, South Carolina, Texas, and Virginia, we have developed one of the most capable recovery management teams in the United States.

We recognize that an efficient, orderly and safe debris management operation can only be achieved by experienced on-site personnel. You will find our team fully knowledgeable in all aspects of debris clean-up from operational methodology to quality control and FEMA public assistance reimbursements. This is why we can assure the City of Stuart that CrowderGulf will complete its debris removal, reduction and disposal in a minimum time frame and in an environmentally safe and practical manner.

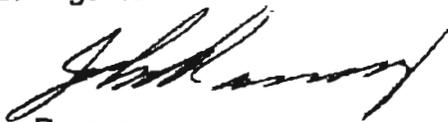
CrowderGulf is committed to responding to any event in the City of Stuart, regardless of size or type, with utmost promptness. We will have a senior management representative on site within six (6) hours of notification of need and we will have manpower, equipment and other assets on site within twenty-four (24) hours of a Task Order or a Notice to Proceed. Our large cadre of experienced local and regional subcontractors is also highly capable and fully prepared to respond within this same time frame.

CrowderGulf understands that an emergency situation is about more than just personnel and equipment. A successful rapid response is also about integrity and teamwork. The following principles are fundamental to all CrowderGulf operations:

- ❖ **Partnerships with Our Clients** - CrowderGulf establishes and maintains solid working partnerships with our clients so that we become an integral part of their disaster management teams. These close working relationships allow us to be involved in the preparedness, planning and training that is vital to a successful recovery effort.
- ❖ **Management and Supervisory Continuity** - CrowderGulf maintains the same project manager and field supervisors throughout a project. This provides continuity and promotes excellent teamwork relationships.
- ❖ **Respect for Subcontractors** - CrowderGulf illustrates respect for its subcontractors by making certain that they are paid every week regardless of local circumstances. This ensures that we are able to provide the very best subcontractors for the City of Stuart and that we are able to secure additional qualified subcontractors to fulfill any concurrent contracts.
- ❖ **Accurate and Timely Documentation** - CrowderGulf prides itself on providing accurate and timely documentation throughout the project. **As a result, 100% of our clients have been reimbursed by FEMA.** Being committed to providing current and accurate documentation is crucial for both CrowderGulf and for the City of Stuart.
- ❖ **Respect and Empathy for Local Citizens** - CrowderGulf realizes that disasters are primarily reflected in the broken lives of local citizens. As a result, our company policies, our personnel and our subcontractors are all committed to showing maximum empathy and respect for each individual within the community. We are equally committed to being both "responsive and responsible."

We greatly appreciate the opportunity to submit this proposal and we assure you of CrowderGulf's commitment to exceed the expectations of the City of Stuart if awarded the contract.

Best Regards



John Ramsay
President



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Tab 1 - Company Profile / Qualifications

Tab 1: Company Profile / Qualifications

COMPANY CONTACT INFORMATION



**CrowderGulf Joint Venture
Disaster Administration Office
5435 Business Parkway
Theodore, Alabama 36582
Phone: 800-992-6207
Fax: 251-459-7433
aramsay@crowdergulf.com
www.crowdergulf.com**

FEIN: 01-0626019

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Assistant Director
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byoung@crowdergulf.com

Field Office & Documentation Manager
Margaret Wright, Ph.D.
(251) 604-6346 cell

mwright@crowdergulf.com

Senior Project Manager
John Campbell
14144 Fox Glove Street
Winter Garden, FL 34787
(859) 963-8672 cell

jcampbell@crowdergulf.com

Senior Debris Reduction/Project Manager
Eric Hall
927 Grand Reserve Drive
Davenport, FL 33837
(407) 716-9346 cell

ehall@crowdergulf.com

Bonding
Surety Associates
2110 Herschel Drive
Jacksonville, FL 32204
904-388-5002

Insurance
Point Clear (Gray Insurance)
368 Commercial Park Drive
Fairhope, AL 36532
251-990-9050

CrowderGulf
RFP #2011-102 Debris Removal Services
City of Stuart, FL

Capabilities Profile

CrowderGulf is a family-owned and -operated debris management firm, nationally recognized with over 40 years experience in disaster recovery operations. We have established an extensive record of experience and successful performance while serving as a prime contractor after virtually every major disaster in the Southeast, Southwest and East Coast since 1969. These include disasters in Alabama, Florida, Georgia, Kansas, Kentucky, Louisiana, Mississippi, New York, North Carolina, South Carolina, Texas, and Virginia.

We are experienced in managing large debris removal and reduction operations. Our vast debris reduction experience includes both chipping/grinding and air-curtain or open burning for debris reduction. Priorities for CrowderGulf during reduction are environmental protection and recycling as much of the reduced debris as possible. Our current and past performance, detailed in this proposal, demonstrates our competence in successfully completing multiple contracts simultaneously, regardless of their locations or the amount of damage.

Our management team and large cadre of subcontractors (both local and national) are experienced in disaster debris work and committed to completing every project in a minimum amount of time, in a safe, orderly, and practical manner.

CrowderGulf is well versed on the Incident Command System (ICS) and the National Incident Management System (NIMS). We employ ICS principles in our own command, planning, operations, logistics and administration, and can easily interface with the Client's Emergency Operations Center (EOC).

CrowderGulf managers are trained and experienced in being in full compliance with all FEMA regulations as well as State and Local regulations. Our Assistant Director, Buddy Young, former FEMA Director of Region Six, is an expert on FEMA matters and a great asset to our clients in planning operations while adhering to FEMA policies and procedures.

We continually strive to work in full regulations compliance with all agencies involved in disaster recovery, and have always been successful. Besides FEMA, this includes Federal Highway Agency (FHWA), Environmental Protection Agency (EPA), United States Coast Guard (USCG), United States Corps of Engineers (USACE), Fish and Wildlife Agencies, various state Departments of Transportation, as well as State and Local agencies. In all specialty issues we work closely with the responsible agency representatives to ensure that all regulations are followed.

CrowderGulf has a proven track record of simultaneously managing multiple contracts. After Hurricane Ike in 2008, we had 35 pre-event contracts activated across four counties and three states. We were successful in all operations and had the proven capability and the resources for additional work, if needed. After 2004 hurricanes, CrowderGulf managed 56 contracts concurrently, across four states, and still had resources for additional activations. Regardless of the diverse geographical locations of various disasters, with CrowderGulf's substantial manpower and equipment resources, we are able to honor all of our contractual commitments with dispatch and efficiency.

CrowderGulf's extensive experience, in all phases of disaster debris recovery, enables us to quickly assemble uniquely trained and experienced project teams and match specialized equipment and subcontractor resources with the project requirements. ***Our services include*** (but are not limited to) planning, managing and executing:

CrowderGulf
RFP #2011-102 Debris Removal Services
City of Stuart, FL

Land Operations

- Emergency Response
- Large Scale Debris Removal
- Debris Reduction & Disposal
- Tree Trimming & Removal
- Demolition
- Sand Removal from ROE
- Beach Sand Screening & Replacement
- Emergency Berm Construction
- Levee Construction
- Land Clearing
- Site Preparation
- Road and Utility Work
- Cellular Tower Construction

Marine Operations

- Emergency Response
- Marine Construction
- Marine Salvage
- Debris Removal from Inland & Off-shore Waters
- Beach Replenishment
- Wetlands Restoration
- Dredging
- Pile Driving
- Bulkhead & Pier Construction
- Vessel Recovery & Demolition

Other Services

- Portable Housing
- Temporary Power Services
- Emergency Ice, Water, other consumables
- Hazardous Material Handling
- Technical and Management Assistance
- Bio-Mass Recycling

Multiple Contract Capabilities

CrowderGulf will respond with manpower and equipment for emergency operations within 24 hours or sooner upon receipt of a Task Order or Notice to Proceed (Release Order) issued by the Client.

Regardless of the number of contracts CrowderGulf has activated after a disaster, we are committed to providing each client with the same priority, quality performance and onsite management. We work as a team with the client and their representatives to successfully complete the project in a timely manner. Regardless of the diverse geographical locations of various disasters, with CrowderGulf's substantial manpower and equipment resources, we are able to honor all of our contractual commitments with dispatch and efficiency.

The amount of damage that occurs during a natural disaster varies, as do the needs to restore the affected areas. CrowderGulf's basic Debris Management Plan (complete plan available upon request) is flexible and set up so that it may be adapted to the specific requirements of the contract and the scope of the disaster. Our Plan establishes an early appraisal of disaster damage, moves trained, well-equipped crews into affected areas in the shortest time possible, and follows a disaster-specific plan to ensure that personnel and equipment are mobilized and utilized, in the most efficient and effective manner.

The severity of the disaster will determine how many employees will be assigned to a specific client. Depending on the scope of the disaster, CrowderGulf will use a combination of company crews and subcontractors to perform work. We will begin with CrowderGulf personnel and proceed to add additional manpower and subcontractors until we have a sufficient workforce in place to ensure the Client that we can effectively manage and handle the disaster recovery effort. We have commitment letters from qualified subcontractors who are ready to respond and mobilize to meet the Client's contractual requirements. **Our policy has always been to use local qualified subcontractors.** As subcontractors are identified and qualified, their information is maintained in our subcontractor database and utilized as needed. CrowderGulf will adjust assets as required to optimize operations.

CrowderGulf has a proven record of accomplishment of simultaneously managing multiple contracts. Our past performance handling multiple contracts provides the evidence that we do what we say we will do.

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Financial Stability

Financial strength is one of the most important aspects to consider when selecting a debris contractor. After a major disaster, the Client's financial burden could be great. It is important to have a disaster experienced contractor, such as CrowderGulf, that will work to get the job done and trust that invoices will be paid as soon as funds are available.

CrowderGulf's financial stability is solid and reliable and we have established an excellent line of credit with our financial institution over the past twenty years. Regardless of our clients' delay in paying invoices, we have always paid our subcontractors and personnel weekly, as well as meeting all of our other financial obligations without interruption. After several disasters, this has meant that CrowderGulf would have paid out millions of dollars before receiving any payments. CrowderGulf's long time commitment, to pay subcontractors weekly, has allowed us to attract the most experienced and well-equipped subcontractors. As a result, we have developed an extensive cadre of the best debris subcontractors in the United States.

Because John Ramsay, our President and Director of Operations, has had extensive experience working disasters, he is aware that many municipalities are not financially prepared to handle the cost of a major recovery effort. He understands that it takes municipalities time to work through the bureaucracy and obtain funding. Consequently, CrowderGulf's position has always been one of patience with our clients as they endeavor to pay our invoices. Some clients are more financially capable to settle their accounts than others, however, we've never had a situation in which we were unable to amicably resolve any payment issues.

CrowderGulf maintains ***all required insurances*** such as General Liability, Personal Injury, Workers Compensation, Automobile/Equipment Liability, as well as Maritime Insurance. Gray Insurance Company provides this insurance coverage.

CrowderGulf is an ***Equal Opportunity Employer***. It is our policy to provide an employment and work process free of any unlawful discrimination. We will promote the value of a diverse work force, which fosters fair treatment of all individuals based on knowledge, skill, ability and performance.

CrowderGulf is a participant in the ***National Drug Free Work Place Program***. Our policy prohibits drug distribution, possession or use while in the employment of CrowderGulf. This policy applies to all subcontractors and/or consultants that support or assist the company in any work conducted. Employee training, counseling and/or employee assistance programs bolster the drug free policy.

In mid-year of 2000, CrowderGulf adopted a written ***Code of Business Ethics*** that applies to all employees with special responsibilities on Foremen, Supervisors and Managers. The ethics program is in four parts: 1) The Ethic Logic; 2) Ethical Standards; 3) Ethics Policy; and 4) Ethics Training. The policy and standards are equally weighted on employees, contractors, subcontractors and consultants. Our ethics plan is available upon request.

Any other financial information necessary will be provided upon request.

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Equipment Capabilities

We currently maintain a large inventory of company-owned equipment. A percentage of this inventory is debris specific and is immediately available for response to a disaster. Company-owned equipment will be dispatched to the disaster area immediately upon receipt of a Notice to Proceed. The following is a partial list of company-owned equipment available for use in any debris operation:

| | |
|---|-----|
| • 16 yard – 24 yard Dump Trucks | 140 |
| • 30 yard – 50 yard Dump Trucks | 35 |
| • Rubber Tire Loaders (equipped with debris handling grapples) | 16 |
| • Rubber Tire and Track Equipped Excavators (with buckets and grapples) | 10 |
| • Knuckle Booms | 7 |
| • Self Loading Knuckle Boom Trucks | 15 |
| • Pick-Up Trucks (equipped with portable phones for Foremen) | 10 |
| • Service Trucks | 8 |
| • Skid-Steer Loaders (equipped with buckets and grapples) | 10 |
| • Self-Loading Trucks – 30 – 100 cubic yards | 10 |
| • Diamond Z 14' Tub Grinders | 6 |
| • Air Curtain Incinerators | 9 |

We have active accounts with all major national equipment rental companies to supplement our equipment needs as necessary (i.e. Caterpillar, John Deere, United Rental, Sunbelt, etc.).

Subcontractor Equipment

As the successful bidder, we intend to utilize subcontractors for a percentage of debris operations. **It is our policy to utilize available qualified local subcontractors to the greatest extent possible.** We also endeavor to employ a percentage of qualified Minority Business Enterprise (MBE) subcontractors. CrowderGulf has a number of qualified subcontractors who can provide their own competent management and inspection personnel with supervision from CrowderGulf's management team. We maintain a subcontractor database of over 1,000 prequalified subcontractors. The database allows us to quickly identify companies by size, equipment and geographical location. CrowderGulf's subcontractor database identifies large and small qualified subcontractors who have committed the following equipment and manpower to our disaster operations:

| Equipment Summary | | Manpower Summary | |
|--------------------------|------|---------------------------|------|
| Dump Trucks | 4088 | Project Managers | 50 |
| Self Loaders | | Superintendents & Foremen | 117 |
| 40 to 120 cubic yards | 1008 | Drivers/Operators | 8884 |
| Wheel Loaders | 870 | Workers | 571 |
| Skid Steer Loader | 1380 | | |
| Excavators | 727 | | |
| Knucklebooms | 656 | | |
| Trackhoes | 214 | | |
| Backhoes | 235 | | |
| ACIs | 57 | | |
| Tub Grinders | 148 | | |

All equipment used for this contract will be rubber wheeled or rubber tracked unless otherwise approved by the Client. No subcontractor will be allowed to solicit work from private citizens while assigned to the contract. No equipment assigned to this contract will be used for any other contract work while assigned to the Client contract.

~~A current qualified subcontractor list can be provided to the Client for pre-approval prior to the event.~~

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FEMA Requirements and Procedures

CrowderGulf's history of past performance and references provides unequivocal support for our Clients' success in providing accurate and complete documentation to FEMA, FHWA, and any other involved agencies that provide reimbursement. The client's success reflects CrowderGulf's success. Superior record keeping using appropriate technology from beginning to the end of the project is critical for reimbursement success.

The majority of CrowderGulf's work (95%) in the past twenty years has been with municipalities that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. Our goal is to establish communication with the FEMA representative/s (through the Client) and maintain a positive working relationship with all FEMA representatives throughout the recovery effort. Because CrowderGulf has been one of the leading and most respected debris contractors for longer than any other company, many FEMA representatives are familiar with our company's work ethic and our ability to work as a team and complete every project to the satisfaction of the Client and FEMA.

As the field work is completed, the FEMA auditing will begin, which is often a more difficult task than the actual debris removal. CrowderGulf has worked with many monitoring companies as well as directly with municipalities to ensure that all documentation is complete and correct. Throughout the invoicing and auditing process, we strive to be responsive to all FEMA and applicant/client requests. Because of our responsible record keeping, we are able to provide documentation and answer questions with a very quick turnaround. This becomes extremely important when the applicant/client is trying to get reimbursed by FEMA.

In June, 2010, a CrowderGulf pre-event Client requested assistance with a FEMA audit for work completed in 2005 after Hurricanes Katrina and Wilma. Consequently, over the past nine months, one of our senior managers spent four weeks working onsite with the Client, as well as spent more than 1000 hours of work time on the project researching and preparing documentation requests for FEMA. All of our time and assistance was provided to the Client at no cost. This is how we treat every client, we are committed to 'going to the mat' with them to make sure that our documentation is complete, accurate and provided in whatever format FEMA requests.



Tab 2 - Operations Plan

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Tab 2: Operational Plan

Overview of Services

CrowderGulf is committed to providing all labor, materials, and equipment to complete and deliver full Emergency Response and Recovery Services. This will include, at a *minimum*, the following services, as directed by the Client:

1. Annual or biannual pre-disaster debris management planning critiques, planning assistance and training.
2. Emergency clearance of debris from public streets and rights-of-way for access by emergency personnel. Provide separate crews for FHWA-ER roads.
3. Permitting, clearing, and/or removing disaster related debris from the public rights-of-way, streets, roads, canals, lakes, ponds and waterways.
4. Providing at least one, or more if needed, hot spot crew/s to respond to urgent requirements as directed by the Client. The crew/s will be available within 24 hours after NTP and will consist of equipment and crew required by the Client.
5. Debris separation (i.e., vegetative, C&D, recyclable debris, white goods, and hazardous waste) and reduction of eligible organic debris using tub grinding or air curtain incineration in accordance with all applicable laws and regulations.
6. Management and operation of debris reduction sites to accept, process, reduce and/or dispose of eligible disaster-related debris. Contractor shall assist the Client in identifying and selecting appropriate Debris Management Sites (DMS) to be utilized as debris staging and processing locations.
7. If specifically requested and authorized by the Client, implementing and operating of a Right-of-Entry ("ROE") program to affect clearance and removal of eligible applicant/FEMA approved debris from private property. CrowderGulf will manage the ROE program by assisting with the obtaining, categorizing and recording of each ROE application and its successful completion.
8. Conduct eligible demolition, removal, transport and disposal of asbestos and non-asbestos laden structures, as directed by the Client.
9. Tree trimming in accordance with American National Standard ANSI A300, eligible and applicant/FEMA approved of tree topping, tree removal, stump grinding, grubbing, clearing, hauling and disposal.
10. If specifically requested and authorized by the Client, demolition and removal of eligible and FEMA approved condemned structures and buildings that pose a threat to public safety.
11. Providing all permits and services for the containment, clean-up, removal, transportation, storage, testing, treatment and/or disposal of hazardous materials and wastes including industrial materials, white goods, bio-hazards, animal carcasses, abandoned vehicles and abandoned or derelict vessels.
12. Removal of sand, silt, sludge and rock from roads, bridges, streets, rights-of-way, canals, retention ponds, drain wells, pump stations, control structures and associated drainage structures; screening material to segregate material and transporting material to designated disposal sites.
13. Accurate verifiable documentation of each load of debris along with daily reports of all loads and work performed with provisions for inspection by the Client. Additional reports can be customized to the Client's needs.
14. All staging areas, work areas and DMS will be left in a clean and neat condition and/or restored to their original condition as may be required.
15. Cleaning and opening of enclosed drainage systems designated by the Client.
16. Use of side scan sonar to locate and remove sunken marine debris from waterways, as requested by the Client.
17. Providing roll off containers for citizen drop offs, at Client's request.
18. Providing generators to Client, if requested.

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19. Providing a manned 'hot line' for citizens, if requested by the Client.
20. Providing a timely resolution to all citizens' damage claims as a result of CrowderGulf's operations.
21. Providing crushed bagged ice for public distribution, per Client request.
22. Providing drinking water for public distribution, per Client request.
23. Returning all areas damaged due to Contractor's operations back to their original condition. All damages to pavement, sidewalk, curbs or any other infrastructure will be repaired or restored to the satisfaction of the Client.
24. Performing all additional logistics activities as requested by Client.
25. Performing other disaster response and recovery activities, as necessary, and as specifically authorized by the Client.

Debris Removal Program Standards CrowderGulf shall conduct all debris operations outlined in this proposal to meet the program standards provided for in the FEMA 325 Debris Management Guide. In addition, CrowderGulf will conduct all debris related operations in accordance with all applicable federal, state, and local laws, rules and/or regulations.

Debris Management Sites (DMS a.k.a. (TDSRS)) As evident in our managerial capabilities and supported in our past performance, CrowderGulf is very experienced in establishing and operating temporary debris disposal sites (Debris Management Sites (DMS)). The scope of the disaster and resultant damage will determine the number of sites required. All other costs associated with the preparation, operation, and restoration of debris management sites will be included in CrowderGulf pricing structure for the contract. Upon award of a contract, CrowderGulf will meet with the Client's officials to assess and layout site plans for the sites the Client has selected. If sites have not been selected, CrowderGulf will help the Client identify potential DMS.

Working Hours Debris will be collected and loaded during visible daylight hours seven (7) days per week. With the approval of the Client, debris reduction at the DMS will, at our discretion and as required, take place on a twenty-four (24) hours/seven (7) days a week basis.

Specialty Debris CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including hazardous materials and waste, bio-hazardous wastes, dead animals, and hazardous stumps. If removal and disposal is beyond the area of our expertise, we will use Garner Environmental Services, a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.

Public Relations If requested, we will provide a Public Relations Manager to assist the Client with the dissemination of information to keep the public informed about ongoing debris recovery efforts and community participation in those efforts. We also have an Audio/Visual Producer on staff to assist with formal presentations.

Debris Load Tickets for each truckload of debris hauled The key features of financial accountability are maintained throughout the contract process using a system of checks and balances that is tied directly to the Truck Capacity Certification form. The data collection and accounting system is fully explained in Plan 8 of our Disaster Debris Management Plan that is found in this section of this proposal.

Disaster Debris Management Plan

The amount of damage that occurs during a natural disaster varies, as do the needs to restore the affected areas. CrowderGulf's basic Debris Management Plan is flexible and set up so that it may be adapted to the specific requirements of the contract and the scope of the disaster. Our Plan establishes an early appraisal of disaster damage, moves trained and well-equipped crews into affected areas in the shortest time possible and follows a disaster-specific plan. This ensures that personnel and equipment are mobilized and utilized to remove and reduce debris, in the most efficient and effective manner, with the least possible impact to the citizens of the community.

CrowderGulf's Management Plan uses the concept of a Circle of Plans to describe our debris management components. The Circle of Plans is called ***Disaster Debris Management Plan (DDMP)*** and is made up of eight (8) interrelated plans. Plan 4 (Safety) and Plan 6 (Quality Control) are depicted differently, on the Circle of Plans diagram below to illustrate and emphasize that these two components are present in every aspect of our operation, from beginning to end of the project.



The **DDMP** is used to depict CrowderGulf's approach to disaster incident response when there is minimal time for preparation, as well as on potential threats that afford days of advanced preparation. CrowderGulf's technical approach to debris management is encompassed in these interrelated Plans and will be comprehensively used whenever CrowderGulf is selected to perform contracted debris tasks.

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Response Plan

Plan 1 outlines the six (6) major activity phases that encompass the process of debris removal, reduction and disposal management.

- **Phase 1 – Alert** If there is advanced notice (i.e., a hurricane), this phase will commence as soon as a disaster appears to be a credible threat to the U.S. mainland. The CrowderGulf call-down list will be checked to verify accuracy. Field Project Managers and Field Supervisors will be advised to check e-mail and/or voice mail at least twice a day, and additional Nextel or cell phones may be distributed to key personnel.
- **Phase 2 – Notification** The CrowderGulf Director of Operations (DO) will assess the information from media and government for possible full notification action. If it is determined that notification is needed, he will direct activation of the CrowderGulf Calling Plan with stand-by instructions for individual contractors/subcontractors notified.
 - **Team Notification System** This is also referred to as the cascade plan or call down plan. The plan identifies specific individuals to call a set select number of CrowderGulf employees who will in turn call additional CrowderGulf employees to spread the call/recall to the maximum number of persons in the shortest period of time. This list and assignment of callers are kept current with no less than two exercises per year if not exercised for a legitimate activation preparation. The decision to activate the system and the persons to be called are choices of the DO.
- **Phase 3 – Preparation** Based on the high probability of a known event, the DO will direct initial mobilization of people and equipment. The details of this activity are covered in the Debris Mobilization Plan.
- **Phase 4 – Mobilization** The DO/Assistant Director of Operations (ADO) will be the key decision-maker(s) once the need to mobilize and respond has been determined. He will inform all responding personnel as to situation status, departure, tasking and assets to mobilize. He will direct the commencement of the mobilization, tasking of the support units, and the dispatch of managers, crews and equipment.
- **Phase 5 – Departure** The date/time for departure and arrival at staging areas in the disaster area for all personnel and equipment will remain under the direct control of the DO/ADO.
- **Phase 6 – Response and Return** Upon completion of the project, to the Client's satisfaction, all assets will be returned to locations from which they were activated. There is usually a gradual decrease in manpower and equipment as the project is completed. At the option of the DO, there may be a formal critique of the operation to review the procedures, actions, checklists and reports that were used in the response.

Operational Support Plan

CrowderGulf's main office acts as the Disaster Assistance Office (DAO) and headquarters for operational support. The staff acts as the support team for the DO and Logistics Manager (LM) in notifying and securing initial resources for the field. Throughout the project, the DAO supports field operations on all levels. Some of the primary responsibilities of the DAO include, but are not limited to:

- Validating subcontractor contracts and required insurance documentation.
- Processing and generating weekly payroll for employees.
- Reconciling subcontractor invoices and processing their weekly checks.
- Coordinating with local temporary employment agencies for labor in disaster area.
- Organizing and shipping all needed supplies, equipment, cash, etc., for field office setup.
- Securing generators and ice for Client.
- Coordinating credit applications for businesses that field operations need to use.
- Creating and maintaining certified payrolls.

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- Developing and maintaining databases for all load tickets.
- Coordinating and reconciling data with Client or Client's representatives.
- Developing and processing invoices for reconciled data.
- Troubleshooting with any technological issues.
- Managing all billing and invoice payments generated by the field.

The field office is set up within 24-48 hours after activation, inside the activated area acts as the central command post and provides support for the field ops. Local citizens are employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to CrowderGulf. Their knowledge of the area and people is invaluable to CrowderGulf's overall operation. The three (3) organizational units of the field office include:

• **Personnel Unit – General Tasks**

1. Maintain employee field personnel files and provide electronic copies to DAO
2. Maintain individual emergency information (with Safety Officer)
3. Distribute local emergency information to all field supervisors and DMS managers
4. Track individual organizational assignments
5. Perform "local hire" recruiting and training
6. Perform other personnel tasks as may be assigned
7. Maintain Team Notification System

• **Logistics Unit – General Tasks**

1. Coordinate shipments and transport with DAO
2. Ensure communications between DAO and field ops are functioning
3. Provide procurement and contracting services
4. Arrange office and lodging accommodations
5. Provide and distribute supplies and materials
6. Maintain property accountability system
7. Maintain security accountability system
8. Perform other logistical tasks as may be assigned

• **Documentation and Bookkeeping Unit – General Tasks**

1. Manage ticket and truck certification documentation and provide to DAO
2. Manage quality control procedures for tickets and truck certifications
3. Communicate all billing and invoicing needs to DAO
4. Distribute advances of funds to field team
5. Execute payments and disbursements provided by DAO
6. Maintain list and track use of local vendor accounts
7. Provide timesheets to DAO for weekly payroll
8. Operate production/performance tracking and reporting system
9. Manage field office records and provide electronic copies to DAO
10. Manage other bookkeeping tasks as may be assigned

KEY PERSONNEL FIELD FUNCTIONS

CrowderGulf employs Incident Command System (ICS) principles in their own command, planning, operations, logistics and administration, and can easily interface with the organization of the Client Emergency Operations Center (EOC) or a separate Debris Operations Center if desired.

- **Director of Operations (DO)** The DO is a senior member of the CrowderGulf team. The DO is the ranking executive manager. The DO is responsible for the overall executive management of the entire disaster response. The DO has full authority to make and alter assignments of employees and subcontractors to direct collateral duties. The DO provides comprehensive executive direction and

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oversight for all disaster response functions, whether operational, administrative or compliance related. Some of the primary functions of this position include, but not limited to:

1. Meet with elected/appointed representative(s) for evaluation and prioritization of the Client's needs and determine the sections of critical work.
 2. Assess damages, estimate manpower requirements and activate initial response and/or mobilization plan(s).
 3. Maintain daily communication with key officials to coordinate and assign or reassign crews to fulfill the Client's ongoing debris management needs plus report work progress through completion of the debris operation.
 4. Maintain open line of communication and availability to CrowderGulf Management Team for decision-making and coordination of overall debris management tasks.
 5. Provide policy guidance and direction throughout the debris removal and reduction operation.
- **Assistant Director of Operations (ADO)** The individual occupying this position is the second ranking executive manager on-site. The ADO serves as the Field Operations Manager with direct responsibility and authority for all subordinate staff positions (subcontractors and Logistics Coordinator) as well as field project managers and field supervisors. Some of the primary functions of this position are, but not limited to the following:
 1. Assist the DO with assessing damages, estimating manpower requirements and activating initial response and/or the mobilization plan(s).
 2. Locate staging and/or reduction areas plus possible disposal sites.
 3. Identify and coordinate segregation and correct disposal of hazardous waste plus the proper disposal of recyclable materials.
 4. Maintain daily communication with the staging, reduction and/or disposal site managers to assist in decision-making to ensure safe, efficient operations at all such locations.
 - **Field Office and Documentation Manager (FODM)** The responsibility of this individual is to assist the DO in the overall coordination of the debris management project. Communication between the field operations personnel and the office personnel is critical for a smooth, organized operation. This is one of the primary responsibilities of this individual. The FODM responsibilities may include, but not be limited to the following:
 1. Communicate and coordinate all field office needs and functions with the DAO.
 2. Communicate and coordinate with DO and DAO, and when possible resolve needs and issues from subcontractors, citizens, monitoring companies, and clients.
 3. Facilitate annual training and planning sessions for CrowderGulf personnel prior to disasters.
 4. Assist in training for Client's personnel prior to a disaster.
 5. Ensure that Field Supervisors and Office Personnel are kept informed on any Client's issues or problems that arise and need to be addressed by CrowderGulf.
 6. Manage the setting up, hiring and training for field office/s after activation.
 7. Coordinate between the field office/s and DAO the management of the collection, processing and storage of all debris project files to include daily work hours for all crew members and equipment usage hours, truck certification forms, daily debris load tickets and all other supporting documentation and reports related to the debris operation.
 8. Conduct random checks to ensure documentation is being correctly completed in a timely manner.
 9. Conduct an evaluation of CrowderGulf's performance upon completion of the disaster project.
 - **Logistics Manager (LM)** The tasks of the LM and designees include, but are not limited to the following:
 1. Coordinate initial deployment of personnel and equipment to include subcontractors and rental equipment.
 2. Contact local employment agency for additional labor and/or office personnel as needed.

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3. Secure cell phones and/or radios for CrowderGulf crew foremen and other key contact personnel to ensure locally based communications between all major functional units/crews.
 4. Ensure the DAO maintains current and accurate records on all subcontractors employed by CrowderGulf to include insurance certificates, signed contracts, tax ID numbers and all other information as may be required of the local government or external funding agencies.
- **Health & Safety Manager (HSM)** The HSM serves as the staff authority on safety issues and is responsible for the development and implementation of an incident specific Field Safety Plan. That plan will conform to the standing Safety Plan and Policy of CrowderGulf. It includes, at a minimum, safety training programs, field safety awareness initiatives, safety program briefings for new employees and subcontractors, a program of site safety inspections and a comprehensive safety incident and action tracking/reporting system (available to Client upon request).

The HSM implements the Safety Plan under the direct line authority and full support of the DO and ADO. Some of the primary responsibilities of this position are, but not limited to, the following:

1. Implement Safety Plan and certify compliance with all local, state and federal requirements.
 2. Communicate with crew foremen/subcontractors to verify Safety Plan is being fully implemented.
 3. Collate, complete and distribute local information for Emergency Information Packet to foremen/subcontractors for signature upon receipt.
 4. Conduct and ensure that daily tailgate safety meetings are being held by all subcontractors' and crew foremen.
 5. Report any incidences of personnel personal injury to appropriate insurance carrier and appropriate management staff.
 6. Ensure the safe installation and compliance of any/all temporary structure(s) or work sites used by CrowderGulf.
- **Quality Control Manager (QCM)** The individual occupying this position is the staff manager with unique, specialized line authority to stop any unsafe field activity until the unsafe practices are remedied. The QCM serves as the staff authority on quality control issues and is responsible for the development and implementation of an incident specific Quality Control Plan that addresses the specific local conditions, thus constructing a unique, site-specific plan. Using informational performance and administrative reports, the QCM will be responsible for the identification of performance deficiencies and opportunities for improved quality control.

The QCM is also charged with formulating a quality control reporting system to document operating deficiencies and/or any opportunities for improvement. The QCM will conduct management staff discussions to elicit recommended actions to remedy deficient operations and improve others whenever possible. The incumbent will operate the Quality Control Plan under the direct line authority and full executive support of the DO. Some of the primary tasks and specific responsibilities of this position include, but not limited to, the following:

1. Provide regular assessment of completed work of all crews to evaluate the work quality and safety of all field functions.
 2. Work with foremen and supervisors to identify and resolve any unsatisfactory performance and/or related problems.
 3. Investigate all property damage caused by CrowderGulf and/or its subcontractors to ensure appropriate correction to the satisfaction of the local government and/or property owner.
 4. Report all incidences of loss or damage caused to appropriate insurance carrier.
 5. Assure the safe installation and compliance of any/all temporary structure(s) or work sites used by CrowderGulf.
- **Field Project Manager (FPM)** The FPMs are the "key middle managers" of the debris removal field operation and will be the liaison between CrowderGulf management and the Client's field representatives. These individuals must possess organizational and interpersonal relation skills. They

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will be responsible for communicating directions for daily operating and policy directions to all subordinates involved in debris removal in their designated clean-up area. They must also provide feedback to senior management from subordinates, work affected citizens and public officials within their area of operation. FPMs must possess and exercise a broad base of experience and knowledge regarding safety, workplace standards, equipment, etc. Some of the specific responsibilities are to:

1. Coordinate activities of subcontractors assigned to their debris removal area.
 2. Supervise truck certifications and ensure proper documentation for all subcontractors is completed, accurate and turned in to office in a timely manner.
 3. Coordinate with Safety Officer and conduct weekly (or as required) tailgate safety meetings with all debris removal personnel assigned to their detail.
 4. Monitor crews to ensure all safety regulations are followed.
 5. Communicate daily with Client's representatives to evaluate progress and make adjustments to daily debris removal plans.
 6. Coordinate the plan for collection of daily truck tickets and ensure timely delivery to on-site office.
 7. Provide daily update of debris removal progress of all subcontractors to Client's personnel and to CrowderGulf management.
 8. Provide weekly forecast of debris removal activities within assigned clean-up area.
 9. Attend Client meetings to communicate progress and receive Client input on priorities.
- **Debris Reduction Manager (DRM)** will be responsible for communicating operating and policy direction to all subordinates at the debris reduction site(s). They possess and exercise a broad base of experience and knowledge of safety, workplace standards, equipment, etc. The DRM must also assure vital span-of-control limits and provide feedback to senior management from subordinates, work affected citizens and public officials in the incident area of operation. Some of the specific responsibilities include, but not limited to, the following:
 1. Develop reduction site(s) management plan and build site to conform to contract specifications.
 2. Supervise construction of reduction site(s) inspection platforms to contract specifications and/or the standards set by the SQCM.
 3. Coordinate activities of day and night foremen at reduction site(s).
 4. Hold regular tailgate safety meetings with all reduction site(s) personnel.
 5. Coordinate with ADO for segregation and appropriate reduction/disposal of hazardous waste per applicable environmental laws.
 6. Monitor reduction site to ensure all environmental regulations are being followed.

Each of these key personnel is critical to an effective CrowderGulf response. As senior executives, managers and/or supervisors they must possess a high degree of professional skill, in addition to good leadership qualities.

Mobilization Plan

As soon as a client falls into the cone of uncertainty for a disaster, CrowderGulf's Director of Operations (DO) or designee makes contact with client's representative and communicates our readiness to mobilize. The mobilization of CrowderGulf personnel and assets commences when directed by the DO or his designee. Mobilization will take place immediately, in accordance with the requirements of the Client's representative and will include:

- Upon request of client, providing an advance CrowderGulf team to the client's Emergency Operations Center when the possibility of a disaster is forecast.
- Staging personnel and equipment in close proximity to Client to provide rapid deployment after storm while protecting those assets from damage/destruction by the event.
- Within 24 hours of initial notice to proceed (NTP), being fully operational for clearing debris to open emergency routes .
- Within 48 hours of initial NTP, being fully operational for hauling, sorting, and storing of debris

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- Being fully operational for hauling, sorting, and storing of debris within 48 hours of initial notice to proceed.
- Maintaining full operational capability, 12 hours per day, 7 days per week for an extended period.
- Rapidly adjusting the flow of resources based on the extent and magnitude of damage/debris.
- Providing Rapid Response Crews (RRC) as may be required.

Plan Management The Logistics Manager will coordinate the function of the Mobilization Plan at the direction of the DO or ADO. The "Call to Mobilize" may be imbedded in the first alert message sent to all key employees as set out in the Team Notification System. Assignment beyond those "standing responsibilities" will be instituted by the LM or the On Site Manager, as directed by the DO.

Mobilization Parameters Upon receipt of a Task Order or Notice to Proceed, mobilization will take place in accordance with the following parameters:

1. Management team and on-site office to be operational within 24 hours.
2. Marshal/stage personnel and equipment for rapid deployment into the affected area while protecting those assets from damage/destruction from the event.
3. Be fully operational for clearing debris to open emergency routes within 24 hours.
4. Be fully operational for hauling, sorting, and storing of debris within 48 hours.
5. Be fully operational for reduction and disposal of debris within 72 hours.
6. Maintain full operational capability, 12 hours per day, 7 days per week for an extended period.
7. Rapidly adjust the flow of resources based on the extent and magnitude of damage/debris.

Early Communication with Client Officials CrowderGulf's DO or designee will make initial contact with the Client's official responsible for the debris management operation as soon as the Client falls into the cone of uncertainty for a disaster. In addition, we will have the assigned Project Manager report to the Client Operations Center upon request and will remain there until a Notice to Proceed is issued or danger has passed.

Mobilization of Manpower and Equipment CrowderGulf's Assistant Director of Operations (ADO) or designee will be responsible for the coordination of mobilization of CrowderGulf and subcontractor crews. CrowderGulf's LM will coordinate mobilization of company-owned, rented, and subcontractor loading and hauling equipment to the affected area.

Field Office and Lodging CrowderGulf's LM or FODM will secure an office (a mobile office if conditions dictate), centrally located within the affected area, to serve as the administration and communication center for CrowderGulf's operations. Lodging facilities for all management personnel will be secured at the closest available sites within the disaster area.

Mobilization Response Times

CrowderGulf will meet or exceed the mobilization criteria requested by the Client. Immediately upon receipt of a Notice to Proceed, we will begin mobilization of equipment, operators, and laborers both locally and from throughout the state. An example of the storm schedule is set forth below:

| | <u>Category 1 & 2</u> | <u>Category 3</u> | <u>Category 4*</u> | <u>Category 5*</u> |
|-----------------|---------------------------|-------------------|--------------------|--------------------|
| Within 24 hours | 80% | 40% | 30% | 15% |
| Within 48 hours | 100% | 75% | 40% | 25% |
| Within 72 hours | | 100% | 50% | 45% |
| Within 96 hours | | | 70% | 60% |
| Within 7 days | | | 100% | 80% |
| Within 10 days | | | | 90% |
| Within 14 days | | | | 100% |

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**Note – Manpower and equipment for major storms will generally be available sooner than the times shown above. From a practical standpoint, however, the magnitude of damage created by such storms may physically inhibit our ability to mobilize some manpower and equipment within the time frames shown.*

Key Tasks and Functions The following chart shows the key mobilization tasks and functions:

| TASKS / FUNCTIONS | RESPONSIBLE PERSONNEL | TIME FRAME (from Notice to Proceed) |
|---|--|---|
| Activate Team Notification Procedures | DO, ADO, LM | Immediately |
| Advance team to Client Emergency Operations Center | DO, ADO, FPM | 6 to 12 hours |
| Setup Mobile Command Center (if required) | LM, FODM | 6 to 12 hours |
| Brief all Key Personnel on Status | DO, ADO, LM | 6 to 12 hours |
| Assess damaged area for manpower and equipment requirements | DO, ADO, LM | 12 hours |
| Upon receiving NTP, begin first wave mobilization of manpower | ADO, SPC, LM | Within 24 hours |
| Collaborate with Client to identify and plan emergency clearance priorities, possible worksite limitations and/or assessment of suspected hazardous materials | DO, ADO, SM, FPM | Within 24 hours |
| Obtain required permits, <u>if applicable</u> | ADO | Within 24 hours |
| Set up onsite office, Staging area(s) | LM, ADO | Within 24 hours |
| Certify Truck Capacities | FPM, CF | Within 24 hours |
| Select & Develop Debris Management Sites | DO, ADO, DRM, FPM | Within 24 hours |
| SPECIAL DEBRIS REMOVAL ACTIVITIES TASKS/FUNCTIONS | | |
| Identification of hazardous waste | SM, FPM, CF, Crews | As Required |
| Identification of recyclable materials for proper disposal | FPM, DRM | As Required |
| Client changes in task completion date | ADO, FPM, DRM | As Soon As Possible |
| State/Federal directed increase in speed for critical debris removal | ADO, FPM, DRM | As Soon As Possible |
| Revise Management Plan | ALL | As may be required |
| DEMobilIZATION KEY TASKS/FUNCTIONS | | |
| Coordinate final Inspection with Client | DO, ADO | Upon completion of last pass |
| Demobilization of crews, subcontractors and equipment | DO, ADO, LM, FPM | Upon completion of contract tasking |
| Detailed, post-contract evaluation | FODM, ADO | Within 1 month of contract completion |
| Revise Plans | ALL | As may be required |
| Legend | | |
| DO - Director of Operations | SM - Safety Manager/Quality Control Specialist | |
| ADO - Assistant Director of Ops | FPM - Field Project Manager | |
| LM - Logistics Manager | CF - Subcontractor/Crew Foreman | |
| DRM - Debris Reduction Manager | FODM - Field Office Documentation Manager | |

Safety Policy and Plan

This plan will provide mandated directives, required actions, procedures and guidance for all levels of employees. The plan is intended to ensure that all employees work safely and remain safe, by strict adherence to the components of this plan. Plan 4, like Plan 6 (Quality Control, is depicted differently on the Circle of Plans Graphic to illustrate that Safety is present in every aspect of the operation, from beginning to the end of the project.

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SAFETY POLICY

CrowderGulf is committed to providing all employees with a safe work environment. Employees must report unsafe conditions and must not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries and unsafe conditions to their supervisors. No safety report will result in penalty and/or negative consequences. Management will give top priority to and provide the financial resources for the correction of unsafe conditions. Similarly, CrowderGulf will take disciplinary action against any employee(s) who willfully or repeatedly violate workplace safety rules. This action will include verbal or written reprimands and may result in termination.

Senior Management will be actively involved with employees in establishing an effective safety program. Our Health and Safety Manager or designated Safety Officer will participate with the Client or representative in safety program activities. This participation will include CrowderGulf sponsored:

- Safety Education and Training.
- Reviewing workplace safety rules.
- CrowderGulf and the Client employee(s) promotion of safety participation.
- Tool Box sessions on Health and Safety.
- Accident critiques with refresher reviews

This safety philosophy statement embodies the CrowderGulf commitment to and involvement in providing a safe work environment. The Safety Plan will set the standards that implement the philosophy. Compliance with the safety rules will be required of all employees as a condition of continued employment. It is the policy of CrowderGulf that all safety measures and rules are carried out to the fullest. Where necessary, we will conform to additional safety standards required by the Client. To implement this policy the following assignments are made with the full support of the management.

Health and Safety Manager (HSM)

1. Establish rules and programs designed to promote safety and make these rules and programs known to all employees.
2. Provide necessary training for employees to perform their jobs safely.
3. Provide protective equipment as applicable.
4. Impress upon everyone the responsibility and accountability of each individual to maintain a safe workplace.
5. Record all instances of violation and investigate all accidents.
6. Discipline any employee willfully disregarding the safety policy.
7. Require all subcontractors and material suppliers to follow safety rules.
8. Encourage all personnel to work safely.
9. Conduct periodic safety inspections of all jobs in progress.
10. Appoint a Safety Officer (reporting directly to management) with enforcement authority over safety matters.

Safety Officer

1. Carry out overall company safety activities as assigned by the SQCM.
2. Make available safety materials for safety meetings, first aid equipment and posters as required by federal, state and local agencies.
3. Make safety training (including first aid training) available to Field Supervisors and Crew Foremen.
4. Monitor safety inspections of all job sites, maintain records and continually monitor all aspects of the safety program for effectiveness.
5. Instruct new employees and existing employees performing new tasks in safe working practices and provide their crew with continuing instruction on safety requirements, including conducting weekly tool box talks.
6. Hear and investigate employee complaints on hazardous conditions, materials or equipment.
7. Install and maintain devices to protect the public from CrowderGulf operations.

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8. Make sure all work is performed in a safe manner with any unsafe conditions being corrected immediately.
9. Secure prompt medical attention for any injured employee.
10. Report all injuries and safety violations to SQCM.

Workers

1. Work safely in such a manner as to ensure his/her own safety as well as that of co-workers and others.
2. Request help when unsure how to perform any task safely.
3. Correct unsafe acts or conditions within the scope of immediate work.
4. Report any uncorrected unsafe acts or conditions to supervisor.
5. Report for work in good mental and physical condition to safely carry out assigned duties.
6. Avail themselves of company and industry sponsored safety programs.
7. Use and maintain all provided safety devices.
8. Maintain and properly use all tools.
9. Follow all safety rules.
10. Provide help with safety equipment to fellow employees.
11. Ask immediate supervisor if there are any questions concerning procedures or hazardous materials.
12. Respect, accept and carry out all safety instructions of the Safety Officer and SM.

Subcontractors / Suppliers

1. Abide by all the safety rules of CrowderGulf and other subcontractors.
2. Notify all other contractors when actions or activities undertaken by them could affect the health or safety of employees of other companies.
3. Check in with job site supervisor or Safety Officer upon entering a job site.
4. Inform prime contractor or site foreman of all injuries to workers (loss time and non-loss time injuries/accidents).
5. Report to controlling contractor any unsafe conditions that come to their attention.
6. Accept and abide by the Subcontractor Safety Agreement in the subcontractor Contract.

Visitors

1. Abide by all common sense safety rules.
2. Log in with proper person so that protective equipment can be provided (if required).
3. Refrain from entering construction area without contacting the proper party.
4. Return any/all protective equipment, i.e. hardhat, unless authorized to retain based on frequency of site visits.
5. Log out at end of visit or inspection.

Debris Operations Plan

Debris operations as outlined in this plan meet the program standards provided for in the FEMA "Debris Management Guide". In addition, all debris related operations will be conducted in accordance with all applicable federal, state, and local laws, rules and/or regulations

- **Sectionalization / Crew Assignments** Upon receipt of a Task Order or Notice to Proceed, CrowderGulf will assist the Client in assessing damage and developing a specific plan of action. The affected area will be divided into sections crews, subcontractors, and equipment assigned to each area. All areas will be served simultaneously.
- **Daily Coordinated Issue Management** Daily meetings between Field Project Manager (FPM) the Subcontractor Crew Foreman Coordinator (SFC), and the ADO, or designee, are required and will be conducted to discuss progress, potential and/or needed adjustments, and any other issues that need to be communicated to the DO. Adjustment decisions to increase/decrease manpower and/or

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equipment, change work areas, and/or improve productivity and work quality, will be made by the FPM in conjunction with the DO or designee based on daily field reports from our Management team and the Client personnel input.

- **Daily Quality Reviews** The Quality Control Manager (QCM) will monitor ongoing progress, the quality of work being performed, and any property damage.
- **Accurate Record Keeping** Hours worked by crews and equipment will be recorded daily by the FPM or designee, checked for accuracy and entered into our computer database. Additional information is described in the Project Documentation and Reimbursement Plan.
- **Safety is Paramount** The SM or designated Safety Officer will require and monitor strict adherence to all safety requirements, and daily reporting of any accidents and/or property damage. The SM or designee will also be responsible for coordinating and conducting safety meetings with crewmembers and subcontractor personnel.
- **Drug Free Working Environment** The SCM will be responsible for monitoring and ensuring that all employees are drug free in accordance with our Company Policy.
- **Truck and Equipment Maintenance** Good, well-maintained trucks and equipment are essential for efficient operations. CrowderGulf's crew foremen, subcontractor foremen, and the FPM will be responsible for keeping all trucks and equipment in good working condition and prepared for each workday. A CrowderGulf mechanic will be on the job for troubleshooting and maintenance of equipment. Local mechanic shops will also be utilized.
- **Traffic Control** CrowderGulf will use its best efforts to mitigate the impact of debris removal operations on local traffic. Sufficient signing, flagging, and barricading will be used to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable Federal, State, local laws, regulations and ordinances.
- **Daily Work Schedule** Debris will be collected, loaded and hauled during visible daylight hours seven (7) days per week.

Debris Load Tickets for each truckload of debris hauled The key features of financial accountability are maintained throughout the contract process using a system of checks and balances that is tied directly to the truck capacity certification form and to all load tickets. The data tracking and accounting system are detailed in Plan 8 – Documentation.

DEBRIS REMOVAL

- **Emergency Road Clearance** Emergency clearance of debris from public streets and rights-of-way for access by emergency personnel normally takes place during the first 70-72 hours of a major disaster event. Emergency road clearance, also referred to as cut-and-toss or push, consists of pushing debris to the sides of roads and streets to open them for emergency crews and equipment. Upon award of contract, the Contractor will meet with the Client personnel and develop a Preliminary Emergency Operations Plan. The plan will include the use of local subcontractors and any Client resources that the Client chooses to use. The plan will include the following elements:
 1. Initial damage assessment to include a windshield survey (if possible) or flyover (if necessary)
 2. Determination of street/route priorities
 3. Assignment of debris push teams
 4. Conduct Emergency Road Clearance Operations
 5. Continual assess of requirement for emergency operations and modification of plan in real time.

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- **Public Right-Of-Way Debris Removal** After the emergency push phase is complete, CrowderGulf will proceed to clear debris from all Client public property, public rights-of-way, streets, roads, and easements in a timely and efficient manner. This will include the following:
 1. Upon NTP, CrowderGulf's Management team will assess the affected area and divide area into sections and assign a field supervisor and crews to each section. Number of sections will depend on location and severity of damage.
 2. Upon NTP, CrowderGulf will meet with the Client officials to assess and determine the location of potential temporary debris storage and reduction sites. The scope of the disaster and resultant damage will determine the number of sites required. If CrowderGulf feels more DMS/TDSRS's are needed, they will work with the Client to identify other potential sites either public or privately owned.
 3. Each crew or subcontractor will be, at a minimum, equipped with the following men and equipment:

HEAVY DEBRIS REMOVAL CREWS

| Manpower/Equipment Required | Task Responsibility | Number per Crew |
|---|---|-----------------|
| Crew Foreman with experience in organizing and running crews with previous work in disaster related jobs. | Provide on-site management of crew to ensure quality performance, safety, and maximum productivity. | 1 |
| Rubber-tire Loaders, Extended Boom, forklifts w/debris forks, and/or Bobcat with Operator | Pull debris from curbs and consolidate at street intersections for loading. | 3 to 4 |
| Truck Loading Equipment & Operators Truck loading equipment will be of the following types: <ul style="list-style-type: none"> • Rubber tire articulated loader with debris rake & clamp. • Knuckleboom with grapple. • Rubber tire excavator with grapple. | Load trucks with debris. | 3 |
| 80 - 120 CY knuckle boom/self-loader trucks & trailers and/or 40 - 60 CY dump trucks with drivers | Haul debris to Temporary Debris Storage and Reduction Sites | 15 to 20 |
| Chain Saws & Experienced Operators | Reduce large trees and limbs to manageable size and trim debris hanging from loaded trucks. | 2 to 3 |
| Flagmen | Direct traffic flow and truck movement. | 4 to 6 |
| Laborers | Gather small debris that loaders are unable to grasp. | 6 to 8 |

SELF-LOADER DEBRIS REMOVAL CREWS for LIGHT VEGETATIVE DEBRIS

| Manpower/Equipment Required | Task Responsibility | Number per Crew |
|----------------------------------|-------------------------------------|------------------------------------|
| Self-loader trucks with operator | Pick up debris from curb side | 5 to 8 60-100 cubic yard trucks |
| Foreman | Supervise and route trucks | 1 |
| Laborers and/or Flagmen | Pick up small debris / Flag traffic | 1 to 2 per truck |

DEBRIS REDUCTION

CrowderGulf has vast experience with selecting, developing, managing and operating temporary debris disposal sites, now called Debris Management Sites (DMS) in FEMA 325 regulations. We are committed to working safely in all environments and require all personnel to be vigilant in using safe practices at all times. Our Operations Plan for debris reduction incorporates safety measures throughout the process.

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The scope of the disaster and resultant damage will determine the number of sites required. Upon award of a contract, CrowderGulf's management team will review the DMS/TDSRS that the Client has available, to determine if they are sufficient and strategically located. If more sites are needed, CrowderGulf will work with the Client to identify other potential DMS/TDSRS, either publicly or privately owned. Specific site plans will be developed for each DMS/TDSRS, upon activation or request by the Client. Specific site plans will be in compliance with FEMA 325 regulations for site plan development. All costs associated with the preparation, operation, and restoration of debris management sites will be included in CrowderGulf pricing structure for the contract.

Site selections are probably the most important decisions affecting DMS/TDSR Site Management. If the local government has not identified and made arrangements to secure Sites before the disaster, it becomes imperative for the debris contractor and the local government to work collectively to identify and secure suitable DMS/TDSR Sites.

Preliminary Screening Criteria for DMS/TDSR Sites used by CrowderGulf to help identify and prioritize potential sites include:

- Are public lands available?
- Are private land lease terms long enough?
- Are private land lease terms automatically renewable?
- What are the specific restoration requirements of the private land lease or usage arrangement? (Improvements to the pre disaster conditions are not eligible costs.)
- Is the site large enough to accommodate the planned debris storage and/or reduction methods? For estimating purposes, we use 100 acres of suitable land per one million cubic yards of debris.
- Will the site configuration allow for an efficient layout?
- Does the site have good ingress/egress?
- Does the site have subsurface soil stability that will be able to handle the large volume of heavy trucks and equipment over an extended time period?
- Does the site have threatened and endangered animal and plant species or critical habitats?
- Does the site have historic or archaeological sites?
- Does the site have sensitive land use surrounding it, such as residential, school and church?
- Has there been coordination between FEMA, the State, and EPA?

Once site selection is made and approved by FEMA, we will perform a baseline environmental testing protocol and obtain any required special permits and environmental permissions.

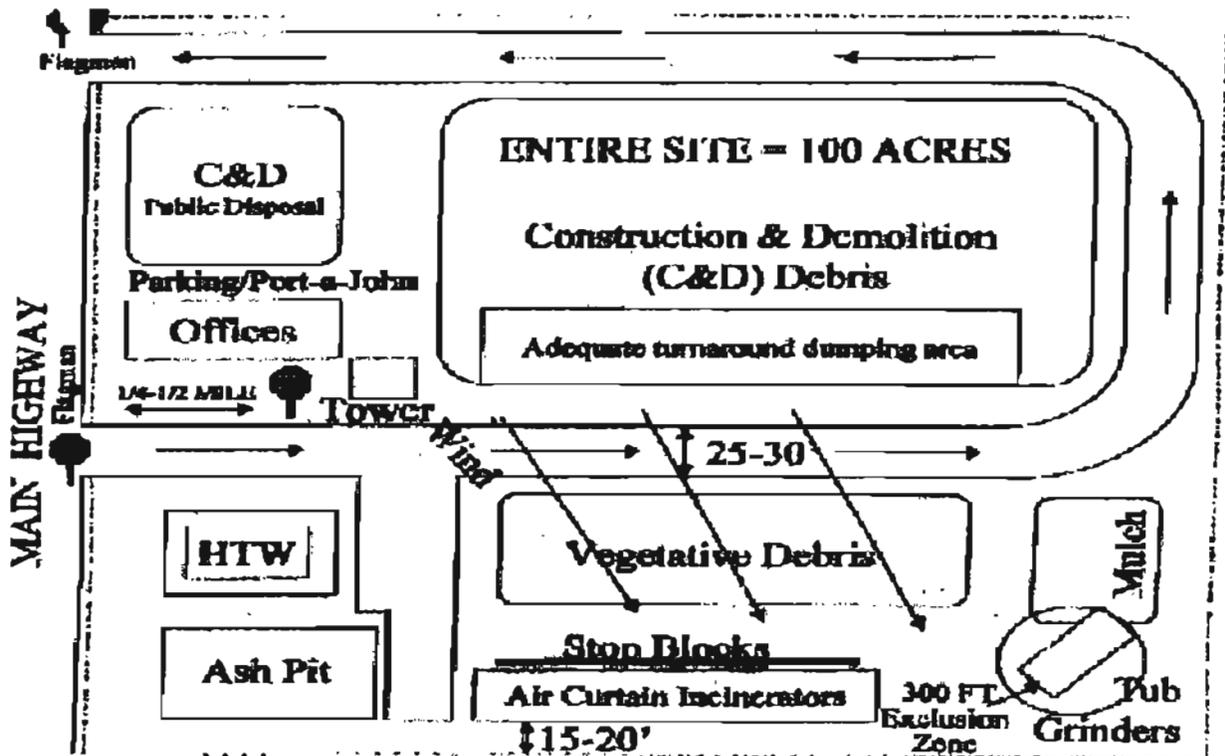
A DMS/TDSR Site Management Plan is prepared to a scale of 1" = 50'. The Task Order specific Management and Operations Plan is updated to include the Site Management Plans for all DMS/TDSR sites and Disposal Sites operated by CrowderGulf. The DMS/TDSR Site Management Plan will display functions such as:

- Access to the Site
- Site Preparation – clearing, erosion control, and grading
- Traffic Control
- Segregation of debris storage areas
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection towers
- Location of incineration operations, chipping operations
- Location of existing structures or sensitive areas requiring protection
- H/W or HTRW storage

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- ◆ Ash storage Pit adjacent to ACI units
- ◆ Open burning safety zone of 1,200 feet from any structure (other than inspection tower) and no less than 250 feet from any other pile or type of debris on site
- ◆ Compacted crushed rock access road surface
- ◆ Designated personnel parking area for 30 vehicles
- ◆ Space for two 12 foot by 50-foot office trailers
- ◆ Area sited for a lined Hazardous Materials Containment Area surrounded by a berm; plans for this facility are available upon request
- ◆ Two vegetative debris piles for grinding operation
- ◆ Sufficient area for chip piles to minimize pile height and prevent spontaneous combustion
- ◆ C&D debris disposal or storage area separate from other debris areas
- ◆ Adequate area at each dumping site for truck maneuverability and a level stable surface for equipment to complete the dumping process
- ◆ Considering prevailing winds when setting up site. Site orientation should provide for open burning, ACI operations and grinding operations to be located downwind from offices and inspection towers
- ◆ If required, separate areas for the public to use for dumping vegetative and C&D debris; depending on the process prescribed for allowing this, a separate tower may be required to facilitate accounting for the material entering the public section

Sample Site Management Plan (not to scale)



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Construction, Operation and Maintenance of the Hazardous Materials Containment Area:

We will construct an area designed for the temporary storage and confinement of hazardous material. Material deposited into this facility is inventoried and stabilized. Any leaking containers are placed in "over pack drums". A well-marked, defined and enforced NO SMOKING area is established within 200 feet of this area.

Minimum Design Criteria for the Hazardous Materials Containment Area:

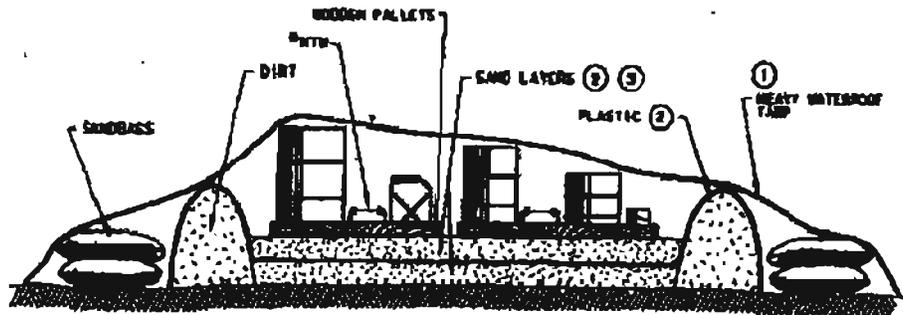
- 30' X 30' in size, the perimeter lined with hay bales staked in place
- Water proof liner or plastic protection cover
- Rain and snow cover for the entire area

Typical Design Hazardous Waste Containment Area:

• HTW INCLUDES: PAINT, SOLVENTS, POLYESTERS, OILS & LUBRICANTS, BATTERIES, AIR-FILTERS, PESTICIDES, THERMISTERS

NOTES:

- ① CONTAINMENT CELL MUST BE COVERED AT ALL TIMES
- ② PLASTIC IS SANDWICHED BETWEEN LAYERS TO PREVENT PLASTIC FROM TEARING
- ③ CONTAMINATED SAND SHALL BE PROPERLY CONTAINED & DISPOSED OF AS HAZARDOUS WASTE



FIELD EXPEDIENT HTW CONTAINMENT CELL

VERSION 1 NOV. 04

Debris reduction is normally accomplished by burning (open or air curtain incineration) or grinding. The type of reduction used will be determined by the Client. For large amounts of vegetative debris, CrowderGulf normally recommends burning, if permitted by conditions and regulations. Burning can reduce the volume of debris up to 90%. Grinding normally reduces the volume by 40-50% and creates an additional cost for chip disposal.

- **Debris Reduction Time Line** The following chart of the Debris Reduction Plan provides an overview and identifies both the management personnel responsible and the time frame within which each task shall be completed:

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| DEBRIS REDUCTION PLAN TIME LINE | | |
|--|--------------------------------|--|
| TASK | PERSONNEL RESPONSIBLE | TIME FRAME (from Notice to Proceed) |
| Conduct requirements assessment of damaged area for TDSRS/DMS | DO, ADO, QCM, FPM | Within 24 hrs |
| Develop dumpsite according to Management Plan, including road construction, erosion control, portable office and toilet facility | DRM, FPM, DF, NF | Within 48 hrs |
| Construct observation platform per FEMA requirements | DRM, DF, NF | Within 48 hrs |
| Construct grinding, burn pit, ash storage, & hazardous waste storage areas | DRM, DF, NF | Within 48 hrs |
| Determine the number of burners and chippers required per site | ADO, DRM | Within 48 hrs |
| Ensure Hazardous Waste Plan in place | ADO, DRM | Within 48 hrs |
| If burning is permitted, begin construction of burn pits | ADO, DRM | Within 48 hrs |
| Complete installation of burners | ADO, DRM | Within 72 hrs |
| Secure permits and transport grinders to designated reduction areas | DRM, LM | Within 72 hrs |
| Set up grinders | DRM | Within 72 hrs |
| Maintain records of hours worked for operators, location worked, repairs, etc. | DRM, DF, NF | Daily |
| Ensure maintenance of burners & grinders | DRM, DF, NF | Daily |
| Make dumpsite adjustments | ADO, DRM, FPM | Daily |
| Provide daily operations reports to DO & Client | ADO, DRM | Daily |
| Inspect dumpsite operations for safety & quality control monitoring | SM, QCM, FPM, Client | Daily & periodically |
| Handle storage and disposal of hazardous waste | Garner Environmental | As required |
| Restoration of site upon project completion TO Client's specifications | DRM, | Upon completion of project |
| Provide for demobilization of equipment | DRM, LM | Upon completion of all tasks |
| Legend | | |
| DO - Director of Operations | DRM - Debris Reduction Manager | DF - Day Foreman |
| ADO - Assistant Director of Ops | LM - Logistics Manager | NF - Night Foreman |
| QCM - Quality Control Manager | FPM - Field Project Manager | SM - Safety Manager |

• **Debris Reduction Crews**

If both reduction methods are used, CrowderGulf anticipates having burn and chip sites combined. When this is possible, spotters, laborers, and foremen at the dumpsite will be the same for burning and chipping. One (1) grader will maintain roads, and the same track hoes and bulldozers will be used to stockpile debris for burning and chipping operations. Our Basic Debris Reduction Crew per site is shown on the following chart:

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| Basic Debris Reduction Crews | | |
|---|---|-------------------------------|
| Personnel / Equipment | Task Responsibility | Number per Crew |
| Dumpsite Reduction Project Manager | <ul style="list-style-type: none"> • Supervise set up and daily operations of debris reduction site • Ensure that all safety regulations are enforced | 1 / Site |
| Day Foreman | <ul style="list-style-type: none"> • Monitor incoming trucks, direct separation of materials. • Supervise reduction crews. • Monitor for safety regulations being followed and report infractions to Foreman. | 1 / Site |
| Night Foreman | <ul style="list-style-type: none"> • Supervise reduction crews and secure site • Monitor for safety regulations being followed and report infractions to Foreman. | 1 / Site |
| Spotters | <ul style="list-style-type: none"> • Monitor incoming debris type for designated areas • Ensure drivers dump loads in proper locations at stockpiles for grinder or burner • Direct clean loads of recyclable material to storage areas. • Follow all safety requirements and report any infractions by truckers to Foreman | 2 - 4 / Site |
| Flagmen | <ul style="list-style-type: none"> • Direct flow of incoming and outgoing trucks at site • Follow all safety requirements and report any infractions by truckers | 2 - 4 / Site |
| Laborers | <ul style="list-style-type: none"> • Separate recyclable materials from incoming debris & move it to designated storage areas. • Assist other workers with debris separation. | 2 - 4 / Site |
| Tower Monitor | <ul style="list-style-type: none"> • Check all ticket copies immediately for legibility and accuracy • Alert monitor writing tickets when errors occur • Monitor for safety infractions and report to foreman | 1 / Site |
| Water Truck with spray nozzles and high pressure hose | <ul style="list-style-type: none"> • Spray nozzles used for dust control • High pressure used for hose for fire control | 1/ Site |
| Road Grader with Operator | Maintain roads and site | 1 / Site |
| Onsite Fuel and Oil Storage Tanks | Replenish equipment as needed. | 2 -4 /Site |
| Track Hoe w/grapple - with Operators | <ul style="list-style-type: none"> • Build burn pit according to Operations Manual • Clean ash from pits & pile in designated areas • Supply debris to burn pit and grinder. | 2 - 4 / Site |
| Bulldozer and/or Rubber Tire Loader with Operator | <ul style="list-style-type: none"> • Stockpile material. • Push debris to Trackhoe. | 2-4/ Site |
| Technician / Mechanic for burner | <ul style="list-style-type: none"> • Initial set-up of burner. • Assist starting of fires according to Operator Manual. • Daily maintenance & care of burner & loader equipment | 1 / Site if burning is used |
| 1000-1200hp Tub or Horizontal Grinder | Grind vegetative debris | 1/ Site when grinding is used |
| Grinder Operator | Fuel tub grinder and control grinder. | 1 / Grinder |

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- **Debris Reduction Details** The DRM will require the separation and segregation of all loads deposited at the debris-staging site. Debris will be segregated into six (6) distinct areas for reduction and/or further handling, are:
 1. Clean, vegetative debris
 2. Vegetative debris containing other foreign matter
 3. Construction and Demolition (C&D) Debris
 4. Salvageable or recyclable debris
 5. White Goods
 6. Hazardous or toxic materials / waste

Debris reduction site segregation is a secondary effort to roadside segregation. However, such roadside segregation and separation shall not impede traffic or substantially reduce removal production, as this important process can be accomplished at the debris staging site. If site segregation is required because of mixed loads, the separation will reflect the six categories cited in this plan. Each category of debris will be dealt with in full compliance with the CrowderGulf Environmental Plan and/or state and federal standards.

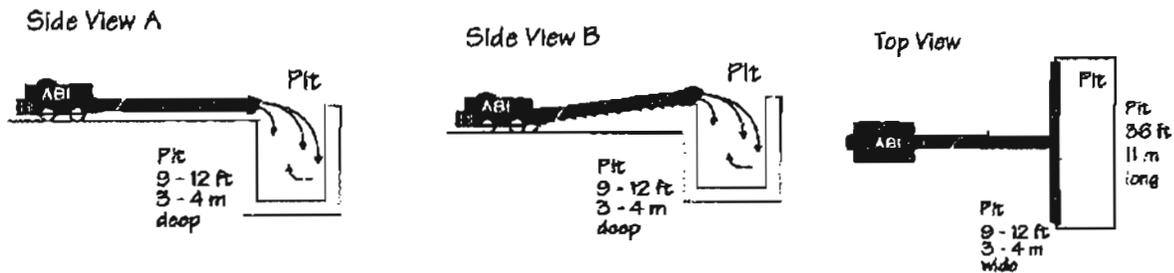
Vegetative debris will be placed into no less than two or three piles, which will allow for volume reduction without interfering with the ongoing dumping operation or until the dumping and/or reduction operations are complete.

As directed by the Client, all construction and demolition (C&D) debris will hauled directly to a certified landfill. White goods will be degassed, crushed and bailed for sale as scrap metal.

Open-air burning will only be commenced and conducted with concurrence of the Client. This type of burning will be strictly limited to clean, vegetative debris and to daylight hours. Open-air burning shall not be conducted within 1,200 feet from any structure (other than inspection tower) and no less than 200 feet from any other pile or type of debris on site.

Air Curtain Incineration (ACI) will be commenced and conducted with concurrence of the Client. All site personnel operating an ACI will be briefed on all aspects of this method of reduction, including shut down, fire suppression and safety concerns. ACI will be limited to clean vegetative debris. Any debris suspected of containing hazardous materials of any type will **NOT** be burned in any ACI operation.

ACI will be conducted in a pit environment. Pits will be dug to a depth of approximately 9 to 12 feet by 15 feet wide and in a length not greater than 1.25 times the length of the air curtain nozzles. In high water table areas, burn pits will be constructed above ground, using stable materials, to the same dimensions as below ground pits. Fire Safety Separation from other debris or structures is the same as Open Air Burning.



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The pit fire shall be extinguished every 24 to 30 hours for cooling and ash removal. All pit ash shall be considered a hazardous material and treated as a special substance. All ash removed from a burn pit must be stored in a specified location according to the site-specific management plan for transport or disposal in a permitted landfill.

All fire protection efforts will be set in place and maintained for any burning operation consistent with the debris staging site management plan.

Water trucks shall be equipped with tanks, pump hoses and nozzles to contain and suppress any fire threat for an Open Air or ACI operation.

Grinding and chipping are other methods for organic debris reduction. More costly than burning, grinding and chipping products have potential for other uses. Wood chips can be stored short-term for possible sale as fuel, mulch, or landfill cover. Experience has shown a multiple-pile storing process to be safe and efficient. Mulch and chip piles will be monitored closely for excessive heat buildup. Pile reformation (airing) may be required to prevent combustion before haul out for final disposal.

Grinding and/or chipping operations will be accomplished on the type of debris (vegetative and/or C&D) as directed by the Client. Grinding and/or chipping of vegetative debris will be accomplished as set out below:

- Vegetative debris will be placed into two separate piles.
- Pile one will be accumulated until a sufficient quantity is available to commence a continuous reduction operation.
- Pile two will be started and accumulated until the reduction of pile one has been completed. At which time, dumping of vegetative debris on pile two will cease and pile one will be replenished. This rotation will continue until the task is completed.
- All personnel involved in vegetative debris grinding and/or chipping operations will receive a safety briefing for all effected job functions.
- A track-type tractor with blade or a rubber-tired loader will pick up and stockpile chips for temporary storage away from the immediate reduction area.
- Chips will be removed from DMS as quickly as possible to reduce the threat of fire.

The CrowderGulf Environmental Protection Plan will address and provide detailed guidance on debris staging site environmental concerns such as dust, smoke, erosion, storm water plus hazardous and toxic wastes. If the debris-staging site is an environmentally sensitive area or has historical sites in close proximity, special environmental consideration must be taken to protect and preserve such areas.

Debris Reduction Site Checklist In addition to the general debris reduction guidance listed above, the following is a checklist for the DRM and/or other supervisors to follow for reduction site preparations, operations and closure.

1. Site Preparation

- a. Survey and mark boundaries of site.
- b. Document by videotape and/or photograph pre-existing site conditions that could affect site closure or remediation.
- c. Design and construct entrance to site. Factors to include:
 - Culvert for water control.
 - Solid road materials.
 - Security gate and fence to control after hours dumping and public trespass.
 - Elevated stand for ticket checker and load inspections.
- d. Design and construct site road (if required).

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- Grade for proper drainage.
 - Pick the most efficient trucking circuit.
 - Compact and level area in front of pit for trucks to dump.
 - Minimize truck backing and traffic crossing.
 - e. Design and construct ash storage area. Factors to consider:
 - Size of area for expected production.
 - Operating range of loading equipment.
 - f. Design and construct burner pits.
 - Two- (2) pits placed perpendicular allows for easy movement of burner in case of change in wind.
 - Allow for access of fuel and maintenance trucks.
- 2. Pre-Operation Check List**
- a. Check operators training.
 - Familiarity with ACI Operations
 - Safety
 - Permit procedures
 - Quality control and reports
 - Operational tasks
 - 1) Check emergency shutdown(s)
 - 2) Check equipment readiness
- 3. Site Operations**
- a. Monitor incoming trucks.
 - b. Check compliance with quality control plan.
 - c. Inform drivers of route, dump procedures and issue site map.
- 4. Separation of materials**
- a. Route unapproved materials (C&D or White Goods).
 - b. Route clean burnable material to burn pit or to grinding area.
 - c. Provide temporary storage for hazardous or dangerous materials such as transformers, petroleum products, radioactive materials, medical waste, explosives and LP bottles. Inform authorities of quantities and types of hazardous materials; arrange for removal by licensed hauler and documentation of materials if required by contract.
- 5. Staging Area Procedures**
- a. Instruct trucks where to dump all materials.
 - b. Maintain access road and area between windrows for truck operation.
 - c. Turn windrows to remove dirt and accelerate drying.
 - d. Fire base material and start ACI.
 - e. Check for smoke/ash release and control with ACI.
 - f. Fuel pit with material to maintain clear burn conditions.
- 6. Cool Down Period**
- a. Route trucks to staging area.
 - b. Halt pit charging.
 - c. Compact materials towards center of pit to maintain heat.
- 7. Shut Down Period**
- a. Flood pit with water or cover with sand to control ash and charcoal dust.
 - b. Maintain burner and loader equipment.
 - c. Excavate ash and charcoal from pit and place in ash storage area.
 - d. Separate large unburned charcoal and place in charcoal area.
 - e. Maintain pit walls and air manifold placement.
- 8. Restart**
- a. Place charcoal in pit, re-ignite and add vegetative debris.

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9. Site Closure

- a. Shut down burn operations and remove equipment, tower and any other temporary buildings or site improvements.
- b. Return burn pits to existing grade.
- c. Haul any unburned materials to appropriate facility.
- d. Recycle any separated metals, plastics, white goods or other materials and document quantities and types as required by contract or regulations.
- e. Arrange for soil and/or ground water testing for contaminants (if required).
- f. Complete remediation or replacement of soil (if required).
- g. Return all storage areas and roads to level pre-existing grade.
- h. Disc and seed all disturbed areas with appropriate grass species, cover and water remove security gate, fence, entrance roads and culverts.
- i. Arrange for site inspection by owner and correct any other site damages. Complete owner inspection and correct any discrepancies. Obtain site release.

DEBRIS RECYCLING

- **Vegetative Debris** The vast amount of vegetative debris produced by a natural disaster creates a real recycling challenge. We will make maximum efforts to recycle all organic material. Experience has taught us that it will still require freight cost and tipping fees, but recycling is still the best option as opposed to using up valuable landfill space.

Specifically, our plan involves the following:

1. Debris crews will be encouraged to cut tree trunks into eight (8') foot or longer lengths for delivery to dump site. Quality logs will be separated and marketed to pulp mills, saw mills, and veneer mills. Timber in the log form is always marketable, and depending on quality can be transported to market even if the markets are relatively far away.
 2. Stumps usually have large quantities of dirt attached, which contributes to the low quality of fuel chips. Stumps will be split and burned if burning is permitted. If burning is not permitted split stumps will be ground and resulting chips will be kept separate.
 3. Limbs, twigs, short blocks, and inferior logs will be ground or burned. To reduce contamination of chips with dirt, care will be taken to use rubber-tire loaders with rakes and track hoes with grapples.
 4. Every effort will be made to move chips to organic fuels users in a wide area. CrowderGulf will begin moving chips as soon as possible to prevent the buildup of massive chip piles that create a potential fire hazard in urban areas.
 5. CrowderGulf has contacts with major paper mills, sugar mills, and other organic fuel users in the Southeast. Once CrowderGulf is awarded a contract, we will work to get tentative agreements with users who are in close proximity to the Client.
 6. If local laws and regulations permit, CrowderGulf will secure land in a rural area(s) as close as possible to our chipping operations. Chips unfit for fuel or chips surplus will be piled on the property, mixed with ash from burning operations that has been tested and free of contaminants, and turned periodically to produce quality marketable compost suitable for landscaping use or applications to farm land.
- **C & D Debris** We know from past disaster debris experience there is little or no salvage value from C&D and other non-vegetative materials. Most of this debris will have to be hauled directly from rights-of-ways and TDSRS/DMS to a property permitted landfill(s).
 - **Hazardous Waste** Hazardous waste materials will be processed and disposed of in accordance with all applicable laws and regulations. If local or state laws permit the application of clean ash to

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farmland, this avenue will be pursued. If not, all ash residue will be hauled to a properly permitted landfill.

CrowderGulf shall conduct all debris operations outlined in this proposal to meet the program standards provided for in the FEMA 325 Debris Management Guide. In addition, CrowderGulf will conduct all debris related operations in accordance with all applicable federal, state, and local laws, rules and/or regulations. **SAFETY WILL BE THE PARAMOUNT CONCERN AT ALL TIMES.**

CrowderGulf's record in developing innovative methods for final disposal of reduced debris that both reduced operating costs and provided a beneficial use of the product, underscores our commitment to the environment. For example, CrowderGulf shipped approximately 600,000 metric tons of biomass (i.e., clean ground vegetative material) from ports at Chesapeake, VA, Cape Canaveral, FL, and Mobile, AL, to Italy for use in electric generating plants.

CrowderGulf is committed to unequivocal protection of the environment at the work site and surrounding areas by attention to organizational, operational, and performance details that are the hallmarks of quality control. CrowderGulf personnel and subcontractors assigned to specific contractual duties that substantially impact environmental quality (i.e. incinerator operators) will have the quality of their work continually evaluated by a senior supervisor. Employees, with duties partially or indirectly applicable to environmental protection, will have those duties evaluated daily, whether relating to noise, smoke, dust, traffic, drainage or general containment actions, or containment actions specifically related to hazardous materials.

Site Restoration

Upon completion of debris reduction operations, CrowderGulf will restore all temporary sites to as good as or better than pre-existing conditions. All equipment, inspection towers, and any other temporary buildings will be removed. Burn pits will be returned to existing grade. Ash will be tested for contaminants before being taken to a disposal site. Any unburned or chipped materials will be hauled to an appropriate facility. Separated metals, plastics, white goods or other materials and types will be recycled as required by contract or regulations. Soil and/or ground water will be tested for contaminants (if required). All storage areas and roads will be returned to pre-existing grade. All disturbed areas will be disked and seeded with appropriate grass species, cover, and water if necessary. A final site inspection will be conducted by the Client authorities and any discrepancies will be corrected.

Below is an example of a temporary debris site restoration by CrowderGulf in Escambia County, Florida after Hurricane Ivan.



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Quality Control Plan

The purpose of this plan is to provide guidance to ensure a consistent quality of effort and that all work complies with requirements of the contract. The effort (work) must have production measurements that are related to concerns, i.e., the environment, safety, schedules, documentation and/or inspections. This plan will provide the linkage for executives, managers and supervisors to accomplish the mission of CrowderGulf in an atmosphere of quality workmanship.

Plan Management

The Quality Control Manager (QCM) is the person responsible for updating and maintaining this plan. Input from other key personnel is essential and expected. The plan will be reviewed on an annual basis unless there is at least one utilization of the plan in a calendar year. The QCM will assure that the quality control program is in compliance with this plan. The following table presents an overview of the primary tasks of the QCM and the relationships to the field operations personnel.

Quality Control Plan Overview

| (1) TASKS/FUNCTIONS | RESPONSIBLE PERSONNEL | | TIME FRAME | |
|---|-----------------------|--------------|-----------------------|--------------|
| | WHEN | BY WHOM | HOW | RECEIVED BY |
| b) | | | | |
| Safety Plans enforced | Ongoing | SM, FPM, CF | Daily Report | DO, ADO |
| Onsite inspection of debris removal | Ongoing | FPM, CF, SM | Daily Report | QM |
| Meeting to address performance issues | Daily | SM, FPM, QCM | Daily Report | ADO |
| Regular performance & progress inspections | Daily | SM, FPM, QCM | Daily Report | ADO, Client |
| Contractor performance evaluation | Weekly | FPM, QCM | Verbal | CF |
| Corrective action for deficiencies | Weekly | FPM, CF | Weekly Report | QCM |
| Personal property damage report | Daily | CF | Daily Report | FPM, SM |
| Evaluation of personal property damage settlement | As Needed | FPM, CF, QCM | Report & Release Form | ADO |
| Reduction Site Inspection | Daily | DRM | Daily Report | QCM |
| Reduction Site Inspection | Weekly | QCM | Weekly Report | ADO, Client |
| Corrective action for deficiencies | Weekly | DRM, QCM | Weekly Report | ADO, Client |
| Reduction Site Adjustments | As Needed | DRM | Daily Report | QCM, ADO |
| Monitor for adequate personnel & equipment | Daily | DRM, | Daily Report | QCM, ADO, DO |
| Legend: | | | | |
| FPM - Field Project Manager DRM - Debris Reduction Manager DF - Day Foreman | | | | |
| ADO - Assistant Director of Ops LM - Logistics Manager NF - Night Foreman | | | | |
| QCM - Quality Control Manager SM - Safety Manager CF - Crew Foreman | | | | |

In the event any of these inspections or monitoring action detects a work quality issue, it will be documented and raised with the Subcontracting Crew Coordinator and Crew Foreman. Work quality issue resolution will follow the basic chain of command unless the severity or magnitude compels the QCM to escalate the issues directly to the ADO and/or DO.

If the work quality issue encompasses a safety concern, the QCM is authorized to shut down the operation and immediately request the DO and/or ADO for guidance.

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- **Clean As You Go** This concept is the centerpiece of the Quality Control Plan. ***“Clean As You Go”*** is a simple concept that is defined as doing the best job possible the first time so as to reduce the necessity to redo any work. This policy does not preclude contracted multiple passes. It simply implies that all the debris will be removed on every pass, regardless of the number of passes required by the Client. This philosophy is especially important for debris work on emergencies or major disasters where restoration of critical public functions is the highest priority. All CrowderGulf employees, subcontractors and consultants are expected to abide by this policy. If, after training and working under the concept of “Clean As You Go”, the work results do not reflect this company policy, CrowderGulf employees and subcontractors are subject to disciplinary action up to and including dismissal/termination. We will meet the Client's requirements and expectations.
- **Knowledge and Training** CrowderGulf's QCM will conduct briefings/de-briefings no less than once a day for the team managers and weekly for supervisors. Organizational and functional relationships will be thoroughly reviewed with supervisory personnel who will in turn instruct the operating personnel. To the greatest extent possible, CrowderGulf employs debris-experienced equipment operators, foreman and supervisors. In accordance with these established practices, CrowderGulf supervisors will evaluate the knowledge and debris experience of each operator and subordinate employee, regarding the specifics of his or her assigned tasks, to determine if the employee requires additional training or should be utilized in other operations.

Environmental Protection

CrowderGulf is committed to unequivocal protection of the environment at the work site and surrounding areas by attention to organizational, operational and performance details that are the hallmarks of quality control. CrowderGulf personnel or subcontractors assigned to specific contractual duties that substantially impact environmental quality (i.e. incinerator operators) will have the quality of their work continually evaluated by a senior supervisor. Employees with duties partially or indirectly applicable to environmental protection will have those duties evaluated daily, whether relating to noise, smoke, dust, traffic, drainage or general containment actions or containment actions specifically related to hazardous materials.

- **Inspections** To assure the quality and timeliness of work in accordance with contractual tasking, CrowderGulf will use a hierarchy of assigned inspection responsibilities based on the nationally recognized Incident Command System (ICS). The ICS employs a cascade of organizational components in groups of five or less to assure good quality control in high stress operations. This arrangement limits the respective spans of control to tolerable levels. It has been proven with time and experience to present the performance data needed by the CrowderGulf manager to attest quality performance. CrowderGulf's use of the ICS-based hierarchy of responsibilities exploits the strength and flexibility of its management/supervisory structure.

Work-quality control at the debris staging site(s) will begin with the Inspectors assigned to each inspection tower. The Inspector's work, will in turn, be inspected by the debris staging site foreman. The work of the debris staging site foreman will be inspected by the superior field supervisor, etc.

For example: At each debris-staging site(s) location, the site foreman bears the assigned responsibility for inspecting the work completed by each subordinate crew. The foreman's work, will in turn, be inspected by the responsible field superintendent. The field superintendents, will in turn, have their work inspected by the ADO.

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- **Security** CrowderGulf will restrict general access to its site operations to essential personnel for both security and safety. Managers and supervisors will be granted access to a site(s) based upon their duties, responsibilities and spans of control. Operating personnel will be granted access to sites relevant to their respective tasks. Keys to secure buildings and sites will be specifically assigned to the ranking manager, supervisor or other employee responsible for the building or site. Public access in secure work areas will be controlled by enclosures, barriers, warning tape, signs and/or flagman. All visiting personnel will be briefed on security concerns as the limitation to their site visit. The QCM will review the distribution of security keys and visitor logs on a weekly basis to assure the site security is adequate for the functions performed on the site(s).
- **Maintenance** CrowderGulf has comprehensive inventory of shop manuals and follows manufacturer's maintenance recommendations on all of its equipment. CrowderGulf systematically performs "routine maintenance" appropriate to each item of equipment. This maintenance is reported on an equipment log that is retained for the life or ownership of the equipment. CrowderGulf's maintenance system uses its employee or contracted full-time mechanics and/or oilers for daily and routine maintenance. Heavy maintenance and/or major repairs of company-owned equipment are performed by heavy equipment maintenance firms under contract to CrowderGulf. Heavy maintenance and/or major repairs of leased equipment will be performed away from the reduction site, if at all possible. The decision to allow leased equipment to undergo heavy maintenance and/or major repairs on site rests with the DRM (i.e. it may not be practical to require the removal of a tub grinder to replace the hammers). The foregoing maintenance system and reports assure a high level of equipment reliability. Equipment operators are responsible for daily, routine maintenance checks on fuel, lubricant, tire pressure and safety items. The QCM is required to review all equipment logs and to inspect selected machines on a random sample basis for assurance of maintenance compliance.

Subcontracting Policy and Plan

This plan will guide all executives, managers and supervisors in the locating, tasking, utilizing and managing the subcontractors used by CrowderGulf on a debris operation by providing subcontracting guidance using the Subcontracting Policy, which is integrated into this plan.

It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in compliance with 44 CFR 206.10. We also endeavor to employ a percentage of qualified Minority Business Enterprise (MBE) subcontractors.

CrowderGulf has a number of qualified subcontractors who can provide their own competent management and inspection personnel with supervision from CrowderGulf's management team. We maintain a subcontractor database of over 1,000 pre-qualified subcontractors. The database allows us to identify companies by size, equipment and geographical location.

Subcontractors can visit our website, www.crowdergulf.com, to register or fax information to the Disaster Assistance Office for review. Due to CrowderGulf's reputation of always treating our subcontractors fairly and paying them on a weekly basis, we have a surplus of subcontractors throughout the nation ready to work at a moment's notice.

- **Subcontracting Policy**

It is standard policy that all subcontractors comply with all of the contractual conditions and commitments of CrowderGulf. As such, all subcontractors shall agree to the following:

1. Provide satisfactory evidence of bonding and licensing that complies with contract and jurisdictional requirements.

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2. Subcontractor is required to enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of Subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the Subcontractor's responsibility to familiarize themselves with all rules and regulations governing this program.
3. Provide assurances that no current owner, principal or officer of the firm is or has ever been debarred by the state and/or federal government.
4. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
5. Give all notices and fully comply with all local, state and federal laws – including, but not limited to, social security, workers compensation and unemployment insurance, DOT, etc.
6. Begin work to be performed within two (2) full workdays after a subcontractor is notified of a subcontract award, unless otherwise stipulated in the subcontract arrangements. The subcontractors will pay for all materials, equipment and labor used in the performance of the subcontract(s).
7. In the event a subcontractor makes an untimely start, or is unable to supply sufficient skilled workmen, equipment or materials to satisfy the subcontract arrangements, CrowderGulf may terminate the employment/contract of the subcontractor for cause.
8. Take all reasonable safety precautions with respect to contracted work, complying with all safety, workplace standards and environmental measures as directed by CrowderGulf.
9. Furnish periodic progress reports on the work as directed by CrowderGulf, plus use the debris reporting system selected by CrowderGulf.
10. To provide CrowderGulf with progress payment billings (as agreed in the respective subcontracts).
11. Final payments to subcontractor(s) may be deferred pending receipt of contractual or statutory lien waivers, releases, closeout documents or other encumbrances.
12. Other stipulations may apply as may be required by unique local conditions.

• **Subcontracting Practices**

It is the practice of CrowderGulf to subcontract debris work and services using the following guidance:

1. Subcontract to the maximum extent possible with local firms and small businesses.
2. Promote the use of local contracting by tasking a senior manager to assure notification through local media and organizations.
3. Promote subcontracting only with the assured compliance with equal opportunity hiring.
4. Provide all subcontractors a clear chain of command for purposes of official and/or unofficial communications.
5. Accept, process and pay invoices of subcontractor in accord with the CrowderGulf policy.
6. Provide priority subcontracting considerations to/for subcontractors that have provided quality work to the CrowderGulf in past operations – consistent with the subcontracting policy.
7. CrowderGulf does not have a set-a-side percentage of subcontracted work for any particular classification of subcontractor, but will give special attention to small, disadvantaged firms and/or women owned small business firms for contract work or services needed by the company.
8. CrowderGulf is committed to promoting the use of small minority, disadvantaged firms and/or women-owned small business firms for contract work, whenever and wherever possible.
9. We currently maintain an active pre-qualified subcontractor database, tracking current certifications of local and regional D/M/W/SBE qualified subcontractors. Subcontractors can mail, fax, e-mail or log on to www.crowdergulf.com to submit their company information for review. If necessary, we will use additional outlets such as newspapers, publications, websites, etc.

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10. As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the Client.

A partial qualified subcontractor list will be provided at the end of this Section. If requested, CrowderGulf can issue a current list prior to an event for pre-approval from the City of Stuart.

Key Personnel

CrowderGulf will commit one of our senior personnel to be stationed at the EOC to better coordinate debris operations, communications and scheduling. If requested by the Client, CrowderGulf will have a Senior Management Representative physically present at the Client's Emergency Operations Center upon issuance of a Notice to Proceed by the Client and prior to hurricane landfall. CrowderGulf will respond with manpower and equipment within 24 hours of receipt of a Task Order or a Notice to Proceed.

When a disaster is imminent, we send a mobile office/command center to the area. As soon as conditions permit, CrowderGulf will establish a full-time, self-sufficient office, with full communications capability in the disaster area that will be solely dedicated to the disaster recovery effort.



The command center has two gas powered generators that supply power. The interior cabin can be cooled or heated depending on the environment. There are fresh water, gray water and sewage tanks that make the unit independent for a period of time. A microwave oven, coffee machine, refrigerator, ice maker and a private toilet make the unit comfortable. Multiple work stations with LCD computer/TV monitors one conference room with large table and a 42" plasma monitor/TV and two satellite receivers for TV viewing. VSAT for broadband internet and VoIP lines TV/copier/fax/scanner make the unit fully operational.

CrowderGulf's Management Team, all supervisory personnel, and crew foremen will use company radios, digital radio/telephones, and/or cellular phones. All truckers and subcontractor supervisory personnel will be required to have radios in their vehicles. Upon request, we will furnish key Client personnel with our system radios.

CrowderGulf has management and inspection personnel who are currently employed by CrowderGulf on a continuing or consulting basis. These individuals have vast experience in managing and performing disaster related work. They consist of:

1. Senior Management personnel who are full time employees with expertise and experience in numerous disaster debris operations dating back to 1969.
2. Large subcontractors who provide their own competent management and inspection personnel with supervision from our Management Team, along with over 200 other self-sufficient experienced subcontractors who have worked with us on previous disasters and understand CrowderGulf's management philosophy and Management Plan. We meet annually with our prime subcontractors to update them on current policies and procedures.
3. Retired and semi-retired construction, City, County, FEMA, and Power Company professionals, who are experienced in managing and inspecting disaster related work.
4. CrowderGulf has a standby agreement in place with various engineering companies to provide personnel for engineering services, if needed.

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5. Temporary housing company, **North American Catastrophe Services, Inc.**, (www.nacs1.com), as a teaming partner. NACS is recognized as the nation's leader in providing turnkey solutions to temporary housing. They are capable of responding under the PA program as well as the IA program. Their PA housing can consist of every level of service needed including but not limited to housing, catering, laundering, security and power support. Their turnkey IA housing program is the blueprint for GSA.
6. A stand-by teaming agreement in place with **Garner Environmental Services, Inc.**, (www.gamer-es.com) to handle hazardous materials.

All CrowderGulf officers, managers and supervisors have been involved in **previous successful disaster related debris operations** and have been trained in quality control, safety, ethics and drug policies of CrowderGulf.

The following is a list of our key management, administrative and supervisory personnel:

- **John Ramsay – Director of Operations & President** Mr. Ramsay is a graduate of Auburn University with a degree in Agriculture and has over 40 years of experience in storm debris removal and reduction operations and management. He has directed the successful completion of major operations from the most recent work in 2008 in the Houston-Galveston Area as a result of Hurricanes Gustav and Ike, as well as the 2005 Hurricanes Dennis, Katrina, Rita and Wilma, and all other disaster work since Hurricane Camille in 1969. As one of the owners and the founder of CrowderGulf, he takes a personal interest in each of the municipalities we have served over the years.

Mr. Ramsay is one of the foremost experts in all phases of a debris operation, including removal, reduction, recycling and disposal. He is well respected in the field and his technical advice has been and continues to be sought after by other contractors, municipalities, and various agencies such as Wildlife and Fisheries. Partly because of his farming background, John was innovative in exploring and using recycling methods long before it was popular.

- **Raymond “Buddy” Young – Assist Director of Operations / Technical Assistance Manager** Mr. Young was Regional Director of FEMA Region VI from 1993 – 2001 and served as Administrator for 133 federally declared disasters and emergencies. He is nationally known and recognized in the Emergency Management business and is extremely knowledgeable about FEMA policies and procedures. He is a retired Captain of the Arkansas State Police where he served for 26 years. As the Assistant Director of Operations, he provided management and technical assistance in the Texas Gulf Coast Region due to Hurricane Ike's impact in 2008. He was also tasked in CrowderGulf's response to the following events: 2005 Hurricanes Dennis, Katrina, Rita and Wilma, 2004 Hurricanes Charley, Frances, Ivan and Jeanne, and 2003 Hurricane Isabel.

Mr. Young works with the Texas A&M Engineering Extension Program as an adjunct instructor. This program has a contract to provide terrorism response training to include all types of incidents for local and state governments, as well as the U. S. Air Force. He conducts full-scale exercises with local and state agencies in response to incidents of terrorism and natural disasters. Buddy is one of the most knowledgeable people working in the debris management business with firsthand experience in managing major disasters. He is also a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA).

- **Margaret R. Wright, Ph.D. – Senior Program Manager** Dr. Wright is a lifelong resident of Mobile County and has had over twenty years of professional training and managerial experience. Most recently in Texas following Hurricanes Gustav and Ike, she setup and managed the field documentation for active contracts as well as worked with the monitoring companies reconciling accounts to quickly provide the municipalities the required information for FEMA documentation. As a

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vital member of CrowderGulf's Senior Management Team, her duties have included proposal writing, training developer and facilitator, regulations compliance, management of record keeping, including day-to-day operations of work completed, communication and coordination with contracting entities during reconciling process, and conducting formal evaluations at completion of projects. Her past projects have included: 2005 Hurricane Rita in Calcasieu Parish, Louisiana, working with the Corps of Engineers, 2005 also included Hurricanes Dennis, Katrina and Wilma as the senior manager overseeing all reconciling and invoicing documentation, 2004 Hurricanes Charley, Frances, Ivan and Jeanne, 2003 in Virginia after Hurricane Isabel and in 1996 in North Carolina for Hurricane Fran she acted as the onsite Office Manager. Margaret taught in the Mobile County School System for 18 years, received her Ph.D. in Instructional Design from the University of South Alabama (USA). She taught at the USA for several years before joining an instructional design company in Virginia and working on Navy-based contracts for four years.

- **Lyman M. Ramsay – Director of GEC / CG Project Manager** Lyman Ramsay is a lifelong resident of Mobile County with a Bachelors Degree of Science from Auburn University. As Director of GEC, he manages the day-to-day operations, as well as, the Telecommunications Division. As a Project Manager for CrowderGulf, Lyman has been involved in all local activations since Hurricane Ivan in 2004. Upon activation that year, he served as Project Manager for Loxley, Robertsedale and Daphne, as well as, Baldwin County overseeing the management, reduction and field operations of over 2.3 million cubic yards of debris hauling. In 2005, he was activated for Dennis in Atmore, AL and Katrina in Baldwin County for nearly another half million cubic yards of debris management while managing the oversight operations for the City of Biloxi for another million cubic yards of debris hauling and reduction. He has represented CrowderGulf in all matters pertaining to field operations and maintained current relationships with local governments, state government and representatives from FEMA and the U.S. Corp of Engineers.
- **Ashley Ramsay-Naile – General Manager** Mrs. Ramsay-Naile is a Graduate of University of South Alabama and a resident of Mobile. She has been involved in managing the day to day business of CrowderGulf operations since 1995 when Hurricane Opal impacted the Florida Panhandle. She has played a vital role in establishing the Disaster Administration Office (DAO) in which she has structured and managed since its acquisition. As General Manager for CrowderGulf her role has provided a liaison to clients, logistics coordination with our field operations, contract negotiations, preparation of proposals, subcontractor coordination, field supervisor, project manager, and all aspects of back office activities including accounts payable, accounts receivable and human resources. Activations have included: 1995 Hurricanes Opal and Erin, 1996 Hurricane Fran, 2004 Hurricanes Charley, Ivan, and Jeanne, 2005 Hurricanes Dennis, Katrina, Rita and Wilma, 2008 Hurricane Gustav and Ike.
- **John Campbell – Senior Project Manager** Mr. Campbell has over 40 years experience in disaster response planning and management. He has a B.S. degree in Political Science from the University of Southern Miss. and a Masters degree in Logistics Management from the Florida Institute of Technology. After retirement from the Army as a full Colonel with 30 years of service, he served for 6 years as Chief of Operations for Lee County Emergency Management in Fort Myers, Florida. He has direct experience in debris recovery operations from Hurricane Iniki in Hawaii and Hurricanes Charley, Ivan and Wilma that impacted Southwest Florida. He also provided mutual aide to Escambia County Florida following Hurricane Ivan. Mr. Campbell also served as the Senior Project Manager for over a year in the Texas gulf coast region for CrowderGulf following Hurricane Ike's impact in September 2008. During his 36 years of public service, he amassed an extensive background in high-level management, disaster response and training. He also trains CrowderGulf clients in all facets of debris management, Incident Command System (ICS), National Incident Command System (NIMS) and the FEMA PA program process. Mr. Campbell was previously qualified as an accredited Professional Emergency Manager through the Florida Emergency Preparedness Association (FEPA) and remains active in the organization.

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- **William "Bill" McGough, Jr., P.E.** A graduate of the U.S. Army Engineers School while serving as Captain in the U.S. Army Reserves, Mr. McGough also has an Engineering degree from Auburn University and an Industrial Management degree from the University of Alabama. Between 1965 and 1986, he served as Engineer and Estimator for various Mobile Area Engineering Firms, as well as, owning and managing McGough Construction Company completing over \$20 million volume of road, drainage and site work from Texas to Alabama. He was Vice President and General Manager for several Florida Corporations, over 100s of employees, before returning to the Gulf Coast in 1995. Since 2000, he has served as Vice President and General Manager of the Highway & Utilities Division of Gulf Equipment Corporation completing \$20 - \$25 Million yearly volume in Highway and Pipeline Operations over Alabama, Florida and Mississippi. He has served as Project Manager for CrowderGulf in the City of Gulf Shores after Katrina in 2005 and provided counsel for various drainage, site work and water debris operations.
- **Eric Hall – Senior Debris Reduction Manager / Project Manager** Mr. Hall is a specialist in Air Curtain Incineration with experience in the storm debris business dating back to 1987. His experience as CrowderGulf's Debris Reduction Manager and Project Manager spans from Hurricane Andrew in 1992 to Hurricane Ike in 2008. This experience includes managing debris reduction operations in Florida following Hurricanes Andrew in 1992 and Opal and Erin in 1995; in North Carolina following Hurricane Fran in 1996, Ft. Lauderdale post Hurricane Katrina in 2005 and most recently in Montgomery County, Texas, following Hurricane Ike. In addition to serving as the company's Debris Reduction Manager he took on the role of Project Manager, overseeing field operations and reduction site operations, in Dare County, North Carolina following Hurricane Isabel in 2003; in Orlando following Hurricanes Charley, Frances and Jeanne in 2004, 2006 in North Miami Beach following Katrina and Wilma, and 2008 in Texas after Hurricane Ike.
- **William "Willie" Wright – Senior Project Manager/ Quality Control Manager** Mr. Wright is a lifelong resident of Alabama and has lived in Mobile and Baldwin Counties. He has an engineering degree from Auburn University and worked for Alabama Power Company for 31 years in various management positions. In the aftermath of Hurricanes Frederick, Erin and Opal he was responsible for managing and coordinating power crews in the restoration of power in the Southeastern Division of Alabama Power. He served as a Safety Specialist for Alabama Power from 1995 until his retirement. He is presently a Safety Consultant to CrowderGulf and a key member of our Senior Management Team. Mr. Wright managed CrowderGulf's debris and reduction operation in York County, Virginia after Hurricane Isabel and Orange County, Florida following Hurricanes Charley and Frances and in Escambia County, Florida, after Hurricane Ivan.
- **John Aaron Ramsay – GEC / CG Project Manager** John Aaron has studied at both the University of Mobile, as well as, the University of South Alabama before joining Gulf Equipment Corporation in 1990. He manages, directs, delegates, assists and oversees project schedules and facility maintenance for GEC as well as supervises managers in the field on day to day construction operations. John Aaron coordinates and monitors budgets and prepares quotes for ongoing constructions projects and reviews vendor quotes. As a Project Manager for CrowderGulf, he has been involved in site operations since 1994 (Natchez, MS Ice Storm). He managed supervisors, subs, and debris hauling and reduction for Hurricane Erin in 1995 in Pensacola, FL. John Aaron worked with Lyman during the Ivan 2004 Baldwin County activations clearing over two (2) million in debris before representing CrowderGulf during the U.S. Army Corp of Engineers activation in Pascagoula, MS and after Katrina in 2005, over one (1) million Cubic Yards of debris hauling, recycling and reduction.

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- **Wesley Naile- Logistics Coordinator and Pre-Event Contract Administrator** Mr. Naile began working for CrowderGulf in 2004, working in Volusia County Florida as a Field Manager during Hurricane Charley, Frances and Jeanne. In 2005, he was assigned the duties of Logistics Coordinator working out the disaster administration office, providing materials, equipment and subcontractors to CrowderGulf's clients. Some of the activations as logistics coordinator include Hurricane Katrina, Rita, Wilma, Gustav and Ike. Wes is responsible for the management of the pre-event contracts database, pre-event contract awards and contract renewals. In 1999, he worked for Gulf Equipment Corporation Wireless Telecom Division on the southern east coast doing tower site build out. He has attended the University of South Carolina of Beaufort. He has served three years in the US Army as a Combat Engineer with an honorable discharge.
- **Reid Loper – Project Manager** Reid started his career with CrowderGulf in 2010, as the Senior Project Manager (PM) for the BP Oil Spill. As PM, he has been responsible for managing over 1200 people and 400 pieces of equipment. Managing several projects at once is Reid's strong point and the BP project has consisted of simultaneously managing more than eight different major projects within the Area of Responsibility (AOR) for the BP Oil Spill operation. These projects ranged from sand screening, dredging, vessel operations, to side scan sonar work. All projects have cumulatively exceeded \$120 million in invoicing and total project cost. Reid worked as a project manager for a commercial construction company in Atlanta, Georgia, prior to choosing to return to the Gulf Coast. The time spent in Atlanta gave him vast knowledge in management, estimating, schedule and budget supervision. Reid has estimated over \$200 million of work and completed over \$100 million in commercial construction, producing an average of 18% savings on project combined.

Reid graduated from Auburn University in Aerospace Engineering where he worked as a research and design student. During his college tenure, Reid was very active in the university, community service, and fraternity life, where he served as an officer and received several awards such as "Most Outstanding Officer" and "Graduate of the Year". Immediately after graduation, Reid spent a brief time at NASA, where he was tasked to design reaction thrusters on the ARES Rocket, which was planned to replace the current space shuttle.

- **Nick Pratt – Field Project Manager**

Nick Pratt has served as one of CrowderGulf's key Field Project Manager's since 2010 working for BP on the Deep Horizon Oil Spill cleanup. He initially handled all of the logistics for the Oil Spill project, putting hundreds of pieces of CrowderGulf equipment in place and directing and training hundreds for CrowderGulf employees throughout the operation.

Nick has been involved with storm cleanup work for over eight years. Most recently, he was Field Supervisor for one of CrowderGulf's primary subcontractors in the debris removal projects in Texas after Hurricane Ike. He supervised and managed several hauling crews until the final cleanup work was completed in Bolivar, Texas. After Hurricanes Katrina in 2005, Nick was the field supervisor for one of CrowderGulf's subcontractors for the debris removal work in Pascagoula, MS. In 2004, after Hurricane Ivan, Nick worked as a crew foreman and a truck driver during CrowderGulf's debris cleanup work in Baldwin County, AL.

Nick Pratt has an excellent work ethic and superior management skills. He has consistently worked as a team player to make sure the debris removal work is completed in a safe and orderly manner. He is dedicated to getting the work completed in the shortest amount of time and is always willing to work as long as it takes to get the job done correctly. His people skills and his experience from the ground up in the debris removal business have contributed to his success in the field.

EXHIBIT B

ORIGINAL RFP #2011-102 AS ISSUED BY THE CITY, INCLUDING ONE ADDENDUM

City of Stuart

300 SW Saint Lucie Avenue • Stuart • Florida 34994
Department of Financial Services
Purchasing Division

LEGAL NOTICE FOR RFP #2011-102

DEBRIS REMOVAL SERVICES

The Stuart City Commission, Stuart, Florida invites proposals from qualified individuals and firms to provide Debris Removal Services.

Description: Provide disaster debris removal, reduction, and disposal service resulting from hurricanes or other disasters. These services may include but are not limited to: clearing and/or removing debris from public and private property, rights-of-way, streets, and roads.

A complete RFP package, which contains submittal information and response format, may be requested from DemandStar by Onvia at <http://www.demandstar.com>, or by calling (800) 711-1712. A complete RFP package may also be obtained by contacting the City's Purchasing Office at 300 SW Saint Lucie Avenue, Stuart, Florida, by calling (772) 288-5320 or 772-288-5308. The City of Stuart is not responsible for the content of any ITB/RFP package received through any 3rd party bid service or any source other than DemandStar by Onvia or the City of Stuart Purchasing Division. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any source other than the City of Stuart or DemandStar.

Firms desiring to provide the services described above shall submit one (1) original and five (5) copies - each marked "COPY", and one (1) electronic copy (PDF format preferred) on a CD of their proposals, containing all of the required information by **2:30 pm, Wednesday, October 26, 2011**. Submittals will be accepted by hand delivery in the Purchasing Division Office, City Hall Annex, 300 SW Saint Lucie Avenue, Stuart, Florida. Submittals sent by overnight delivery or by U.S. Mail must be sent to Purchasing Division, 121 SW Flagler Avenue, Stuart, Florida 34994. Submittals received after the date and time shown above, will not be accepted or considered and will be returned to the firm unopened. Submittals will be opened as soon as practicable thereafter in the City Hall Annex, 300 SW Saint Lucie Avenue, Stuart, Florida

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this proposal opening who needs a special accommodation should contact the City's ADA coordinator at 772-288-5306 or TDD at 772-288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Mail/Overnight Bids to:
Stuart City Hall, Purchasing
121 SW Flagler Avenue
Stuart, Florida 34994

Hand Deliver Bids to:
Stuart City Hall Annex, Purchasing
300 SW Saint Lucie Avenue
Stuart, Florida 34994

Mark outside of envelope: RFP #2011-102 "Debris Removal Services"

Publish Date: September 28, 2011

Stuart City Commission

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PART I GENERAL INFORMATION

1.1 Definitions

For the purposes of this Request for Proposal, the respondent shall mean contractors, consultants, proposers, organizations, firms, or other persons submitting a response to this Request for Proposal.

1.2 Purpose

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for firms and individuals to provide the services for the City as described herein.

1.3 Issuing Office and Location of Proposal Opening

Purchasing Division
City of Stuart Annex
300 SW Saint Lucie Avenue
Stuart, Florida 34994

1.4 Invitation to Propose

The intent of this solicitation is to select the most highly qualified individual or firm to provide the services for the City as described herein.

1.5 Contract Award

Upon award of this Contract, the effective date of this Contract shall be January 1, 2012.

The respondent understands that this RFP does not constitute an agreement or a contract with the City. The official contract or agreement is not binding until the proposal is reviewed and accepted by the City Commission and a contract is executed by all parties.

The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or minor irregularities or to accept the proposal which in its sole judgment and determination best serves the interest of the City.

A standard City of Stuart contract form (Attachment B) will form the basis of the contract between the successful respondent(s) and the City. Terms and conditions may be modified, added to or deleted from the contract through negotiations with the successful proposer(s).

1.6 Development Costs

Neither the City nor their representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFP.

1.7 Inquiries

The City will not respond to oral inquiries. Respondents must submit written inquiries (email, FAX, or US Mail) for interpretations of this RFP to:

Stuart Purchasing Office
121 SW Flagler Avenue
Stuart, FL 34994
Fax (772) 600-1202

e-mail: tiverson@ci.stuart.fl.us

e-mail: rbegley@ci.stuart.fl.us

The City will respond to written inquires received no later than **4:00 PM on October 18, 2011**. The City will record the questions asked and the answers given as well as any supplemental instructions in the form of written addenda. Receipt of all addenda issued by the City of Stuart pursuant to this RFP must be acknowledged by proposers. Failure to acknowledge all addenda will result in disqualification.

Respondents may not contact any member of the selection committee, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the Purchasing Office.

1.8 Timetables

The City and respondents shall adhere to the following schedule in all actions concerning this RFP:

- A. On September 28, 2011 the City issues the RFP.
- B. From September 28, 2011 to October 18, 2011, the City will receive and answer written inquiries received by fax, mail or email.
- C. The City must receive the proposals by 2:30 PM on October 26, 2011 at which time the proposals will be opened.
- D. From proposal opening time the City will review and evaluate the proposals in a timely manner.
- E. The City may enter into a contract after conducting negotiations and obtaining appropriate approvals. The City expects to award the contract in December 2011. The City will notify the unsuccessful respondents when the City Selection Committee has made its written recommendation.

1.9 Delays

The City may delay scheduled due dates if it is to the advantage of the City to do so. The City will notify respondents of all changes in the scheduled due dates by written addenda.

1.10 Proposal Submission and Withdrawal

The City will receive all proposals at the following addresses:

By Mail to:
City of Stuart
Purchasing Office
121 SW Flagler Avenue
Stuart, Florida 34994

By Express or Hand Delivery to:
City of Stuart
Purchasing Office
300 SW Saint Lucie Avenue
Stuart, Florida 34994

To facilitate processing, please mark the outside of the package as follows: **RFP #2011-102 "Debris Removal Services"**. The outside of the package shall also include the Respondent's return address.

Respondents shall submit one original and five (5) copies - each marked "COPY", and one (1) electronic copy (PDF format preferred) on a CD of the proposal in a sealed, opaque package marked as noted above. The respondent may submit the proposal by mail, overnight delivery or in person.

THE CITY MUST RECEIVE ALL PROPOSALS BY 2:30 P.M. ON WEDNESDAY, OCTOBER 26, 2011.

Due to the irregularity of mail service, the City cautions respondents to assure actual delivery of proposals to the Purchasing Office by the deadline set for receiving submissions. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 288-5320 or (772) 288-5308 prior to opening time for proposals. Proposals received after the established deadline will not be opened and will be returned to the respondent.

Respondents may withdraw their submissions by notifying the City in writing at any time prior to the opening. Respondents may withdraw their submissions in person or by an authorized representative. Respondents and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives), and provide the City with a signed receipt for the withdrawn proposal. Proposals, once opened become the property of the City and will not be returned to the respondent. Proposals, once opened, become "public records" and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1.11 Addenda

If revisions become necessary, the City will provide written addenda to all respondents who received the Request for Proposals from the Stuart Purchasing Office, DemandStar by Onvia or have registered with the Purchasing Office. All addenda issued by the City of Stuart in regard to this RFP must be acknowledged. Failure to acknowledge all addenda will result in disqualification.

1.12 Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises. The City of Stuart supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Accessibility.

1.13 Insurance

The respondent, if awarded a contract, shall maintain insurance coverage as described in Attachment A, maintaining the minimum amounts and coverages as required by the City.

1.14 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in FS 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list.

1.15 Suspended Vendor: An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

PART II STATEMENT OF WORK

2.1 SCOPE OF WORK

A. INTRODUCTION

With this Request for Proposals the City of Stuart is soliciting proposals from qualified firms and individuals for disaster debris removal, reduction, and disposal services resulting from hurricanes or other disasters. All contracted disaster debris removal work shall be in accordance with the FEMA approved City of Stuart Debris Management Plan (Attachment E)

B. SCOPE OF SERVICES

The ultimate scope of work under this contract will be determined during the life of the contract. Individual tasks have been identified and payment schedules negotiated as listed below. These work tasks may involve, but is not necessarily limited to, one or more of the following:

Remove vegetative debris, including stumps, leaning trees and hanging limbs from City rights-of-way and/or public property and haul to a temporary debris volume reduction site or permitted landfill as determined by the City's Debris Manager. Backfill for holes created by stump removal is also required.

Remove mixed debris (appliances, household items) and construction and demolition (C&D) debris from City rights-of-way and/or public property and haul to a temporary debris volume reduction site as determined by the City's Debris Manager.

Chip vegetative debris (limbs and branches) at locations inaccessible to normal debris removal equipment and haul the resulting chips to the designated temporary or permanent storage site or permitted landfill as determined by the City's Debris Manager.

Operate and maintain the City's vegetative debris volume reduction site(s) at a location(s), to be selected by the City's Debris Manager. Volume reduction may be by chipping and grinding or air curtain incineration. The City's Debris Manager will select the method to be used based on environmental or other considerations.

Provide and staff observation tower at vegetative debris volume reduction site(s).

Prepare and maintain ingress road for hauling operations at vegetative debris volume reduction site(s).

Haul and dispose of reduced vegetative debris (i.e., chips and mulch) to a permanent storage facility or permitted landfill as directed by the City's Debris Manager.

Haul and dispose of C&D and mixed debris from rights-of-way, public property or temporary debris staging sites to a permitted landfill as determined by the City's Debris Manager.

Prepare and close vegetative debris volume reduction site(s).

Obtain all permits necessary to operate debris collection and debris management sites.

Remove sand from roads, streets, and rights-of-way; screening sand and returning clean sand to designated sites.

Assist the City in the preparation of FEMA and other required agency reports for reimbursement.

Coordinate with FEMA, the Florida Division of Emergency Management, FDOT, and other agencies to ensure the debris-related activities meet each agency's requirements for reimbursement eligibility.

Provide data necessary to provide substantiation for FEMA and state reimbursement.

As directed, perform other disaster response and recovery activities as necessary.

Contractors must have the resources necessary to perform all aspects related to the scope of this RFP including the ability to manage a major workforce including possibly multiple sub-contractors and cover the expenses associated with a major recovery operation prior to the initial payment and between subsequent payments, as well as providing the necessary bonding and insurance coverage.

Contractor experience with, and knowledge of, FEMA regulations and procedures will be vital to the City's successful recovery efforts. Experience with and knowledge of FEMA regulations and procedures is an evaluative criterion and will be used as part of the evaluation process.

PART III INSTRUCTIONS FOR PREPARING PROPOSALS

3.1 Rules for Submission of Proposals

Individuals or firms interested in providing the required services shall submit one (1) original, marked "ORIGINAL", five (5) copies, each marked "COPY", and one (1) **electronic copy (PDF format preferred) on a CD** of the requested qualification data for evaluation. Proposals shall be clear, concise, indexed, typed on letter size paper, and individually bound. Proposals shall be mailed or delivered in a sealed package clearly marked on the outside with the project name, invitation number, and due date. Packages must be received in the City of Stuart Purchasing Office by the advertised deadline.

Each respondent should ensure that they have received all addenda to this RFP **before** submitting their proposal. Respondents may check for any addenda by calling (772) 288-5320 or (772) 288-5308, via the City's website: www.cityofstuart.com, or by accessing DemandStar by Onvia at <http://www.demandstar.com>. All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package. Failure to acknowledge addenda will result in the proposal being determined to be non-responsive.

Delivery of a package to any City location other than the Purchasing Office does not constitute official receipt by the City. Any package delivered after the advertised deadline will not be considered.

3.2 Proposal Format

Proposals shall be indexed in the following manner and include the following information:

A Transmittal Letter will summarize in a brief and concise manner the proposer's understanding of the scope of work and make a positive commitment to timely perform the work and all services within budgetary requirements. Only an agent authorized to contractually bind the firm may sign the Letter of Transmittal, the letter must indicate the agent's title or authority. This signature shall certify the veracity of the contents of the submittal and bind the firm to the firm's offer to provide services addressed in the response to the City of Stuart's Request for Proposals. The transmittal letter shall not exceed two pages in length.

Tab 1: Company Profile

Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices, location of their project team, corporate structure, ownership interest, and the length of company's existence. Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP. Indicate familiarity with and knowledge of FEMA requirements and procedures.

Tab 2: Operational Plan

Describe, in detail, the proposed plan for providing the services identified in this RFP, highlighting proven strategies and expertise. The plan should include expected obligations and duties of the City upon which the proposed plan is contingent.

Describe all quality control implementation procedures sub-contractor supervision, contract compliance and enforcement of industry standards. Comment on firm's project schedules, budgets and adherence to those items. Discuss ways to maintain schedules. Discuss cost control. Describe any project management systems used to track and control project issues.

Describe the communication procedures to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with the City Project Manager and City staff. Provide information on any disposal diversion plans utilized previously or proposed as part of this plan. Attach copies or samples of tracking reports and reimbursement requests.

Submit an organizational chart outlining operational structure, including personnel to be assigned to the City, segregating the respondent's staff and resources from that of anticipated sub-contractors. Resumes of proposed key personnel (name, company address, phone number, e-mail address) that will be assigned to this project shall include job skills, education, training, experience and professional affiliations/membership.

All proposed sub-contractors shall be identified, and the working relationship between the respondent and the sub-contractor shall be explained. Sub-contractors shall also provide key personnel resumes.

The firm shall provide sufficient competent and qualified personnel to effectively carry out its responsibilities under the Master Contract. The firm shall utilize only competent personnel who are qualified by experience and education. The firm may not make changes in the personnel working on activities pursuant to the Master Contract without written concurrence of the City.

Tab 3: Experience/Knowledge of FEMA Regulations and Procedures

Detail practical experience, including relevant dates, in all aspects of debris management. Describe, in detail, the firm's experience with and knowledge of FEMA regulations and procedures, to include but not be limited to, methods to meet compliance with all required reporting and tracking overall project progress in compliance with FEMA program guidelines.

Tab 4: References/Past Experience

Firms shall provide a description of the experience of the firm with projects of a similar nature within the past three (3) years. The title and a brief description of each project shall include:

Client (contact person, address, telephone number)
Year completed
Nature of work involved in each project
Total Value of the Project

Tab 5: Compensation/Fee/Cost Schedule

Insert all requested pricing in the attached Price Proposal Form, Schedule A. For Schedule B, provide pricing for all proposed services/equipment. Respondents may attach any additional pricing not listed. The proposed fees shall include all overhead and expenses. Include a statement that, to the best of the respondent's knowledge and experience, all proposed costs are reasonable and customary. As an additional attachment, provide any revenue sharing proposal concerning the possible sale of collected materials.

Tab 6: Insurance

Provide a statement agreeing to obtain (prior to award) all Insurance coverages as detailed in Attachment A. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the City along with their qualification data. A properly completed Accord Form is preferable. The City of Stuart must be named as an additional insured for all General Liability prior to entering into a contract.

The Firm shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirements for insurance contained herein.

Tab 7: Non-Collusion/Conflict of Interest Disclosure Statements

Include the following Statement of Non-Collusion:

“The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.”

Include a disclosure statement advising the City of any potential conflict of interest, real or implied, that the respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.

Signature on the transmittal letter shall certify the veracity of these statements.

Tab 8: Other Information

Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

Tab 9: Addenda (if applicable)

All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

PART IV EVALUATION OF PROPOSALS

4.1 Evaluation Method and Criteria

A. General

The City will select the firm or firms which it feels are in the best interests of the City. The City shall be the sole judge and final arbiter of its own best interests; the evaluation of submittals, and the resulting negotiated Contract. In all instances the City’s decisions will be final.

The City’s Weighted Selection Criteria will include the following:

- 1) **30 Points** – Company Profile/Qualifications: Scoring will emphasize management, organization, availability and experience of staff.
- 2) **25 Points** – Operational Plan: Scoring will emphasize project approach for services requested and proven implementation and/or management strategies by the team for government clients.
- 3) **25 Points** – FEMA Knowledge & Experience: Scoring will emphasize level of knowledge and experience with Federal Emergency Management Agency (FEMA) regulations and procedures.
- 4) **10 Points** – References/Past Experience: Scoring will emphasize quality of references and successful past experience.

- 5) **10 Points** – Compensation/Fees/Cost: Scoring will emphasize proposed fee, rates, and level of service in relation to proposed fees for each service requested.

B. Confidential Materials

The City of Stuart, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the City for road or public works projects as defined in 119.07(6)(t), F.S. (hereinafter “Confidential Materials”), may be exempt from disclosure. If a respondent submits Confidential Materials, the information **must be segregated** and each pertinent page must be clearly labeled “confidential” or “trade secret.”

The City of Stuart gives no assurance as to the confidentiality of any portion of the response or other documents or exhibits provided once submitted. It is the responsibility of the respondent to seek counsel and determine applicability of the statute to their particular circumstances prior to submittal of their package.

C. Evaluation of Proposals

A Selection Committee will review and evaluate proposals regarding the qualifications to perform the services required. The selection committee shall consist of City staff.

Proposals shall follow the criteria and informational format outlined above. Proposals will be evaluated using the above weighted criteria. Although cost is an evaluative criterion, it is not necessarily the determining factor in an award of this proposal.

The Selection Committee will make a recommendation for award to the City Commission. The City of Stuart reserves the right to select the most qualified individuals/firms solely from review of the packages submitted and request authorization to negotiate a contract with the highest ranked individual/firm.

Or to interview the most qualified proposers prior to requesting authorization to negotiate a contract with the highest ranked respondent(s). Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews. By submitting a proposal, the respondent agrees to this selection and evaluation procedure.

The City of Stuart reserves the right to request clarification of information submitted and to request additional information from one or more firms.

D. Selection

Proposals will be evaluated using the above criteria. The City will assign this task to a Selection Committee. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted and request authorization to negotiate a Contract with the highest ranked individual/firm; or to interview the most qualified proposers prior to requesting authorization to negotiate a Contract with the highest ranked respondent. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

E. Presentations

The City may require oral and visual presentations from those firms that are ranked or short-listed. This shall be done at the City’s sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests of the City. The City shall be the sole judge and final arbiter of its own best interests in this matter.

F. Negotiations

After the City ranks the respondents, City staff will take the proposed ranking to the City Commission for approval and authorization to start negotiations with the top ranked firm. After staff concludes negotiations

with the respondent(s) selected by the City Commission, staff will present the results of the negotiations to the City Commission with its recommendation for award and authorization to execute a contract.

If the City Commission determines that staff is unable to negotiate a satisfactory contract with the respondent(s) considered to be the most qualified at a price the City determines to be fair, competitive, and reasonable, negotiations with the respondent(s) shall be formally terminated. Should the City be unable to negotiate a satisfactory contract with the selected respondent(s), the City may select additional respondent(s) in order of their original ranking, competence and qualification; and will continue negotiations until an agreement is reached. However, as stated in Paragraph 1.5 above, the City of Stuart reserves the right to award this contract to multiple vendors, to reject all proposals, to waive any irregularities or technicalities, or to re-advertise and solicit for other proposals if it is deemed to be in the best interest of the City.

G. Terms and Conditions

All prospective contractors are hereby cautioned not to contact any member of the Stuart City Commission, the City Manager, the City Attorney (except to discuss grievance matters) or any member of the selection committee. All questions and contacts must be made through the Purchasing Office. Attempts to lobby or persuade through other channels will result in disqualification.

Any actual or prospective contractor who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals, selection or award recommendation shall file such dispute in writing with the City Manager. A protest shall be filed not later than the proposal opening date and time, when it concerns the terms and conditions of the solicitation; and within ten (10) days of Commission action when it concerns the selection or award recommendation.

The City reserves the right to reject any or all proposals without recourse, to waive technicalities, informalities or minor irregularities; or to accept the proposal which in its sole judgment best serves the interest of the City.

As required by FS Section 287.133; "A person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or a professional under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount as stated in FS Section 287.017, for Category Two, for a period of thirty six months from the date of being placed on the convicted vendor list." Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (904) 488-8131.

This Request for Proposals does not commit the City to award a contract. Nor shall the City be responsible for any cost or expense incurred by any respondent in preparing and submitting a reply, nor for any cost or expense incurred by any respondent prior to the execution of a contract agreement. The City reserves the right to require any or all respondents to appear for interviews and/or oral presentations at no cost to the City.

H. Proposed Contract

The successful proposer shall serve at the pleasure of the City Commission. Please review the attached contract (Attachment B) and Sample Work Authorization (Attachment C). Note any objections, or revisions that would be required by the proposer and submit the objections or revisions with the submittal. Should no revisions be noted, the City will assume and the proposer agrees that the terms and conditions of contract are acceptable. This proposal document, any addenda issued during the solicitation process and the successful bidder's proposal as accepted by the City will become part of the contract by reference and attached thereto. The City makes no covenant or promise as to the number of available projects or that the firm shall perform any project for the City during the life of the Master Contract.

I. Bonding Requirements

2011-102: Debris Removal Services

A Proposal Guarantee (aka Bid Bond) is required in an amount of \$10,000.00. The guarantee may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, a Cashier's Check or a Certified Check (checks made payable to The City of Stuart). Purpose of the proposal guarantee is to assure the apparent low, responsive and responsible proposer will enter into a contract to provide the described services. Should the proposer not enter into a contract the proposal guarantee shall be retained by the city to defray the additional costs of either awarding to the second low, responsive and responsible proposer or re-advertise and re-solicit the project.

The successful proposer, upon award of a Work Authorization, will be required to furnish a payment bond and a performance bond with a carrier(s) duly licensed and authorized to do business in the State of Florida, each equal to one hundred percent of the total amount of the Work Authorization to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

J. Contact Person

All questions or requests for additional information shall be directed to Terry Iverson, Purchasing Manager, at 772-288-5320, fax 772-600-1202, email: tiverson@ci.stuart.fl.us or to Rebecca S. Begley, CPPB, A.P.P., FCCM, Contracts Administrator, at 772-288-5308, fax 772-288-5381, email: rbegley@ci.stuart.fl.us

- Split Leaner (No exposed root ball) (Price is inclusive of flush cutting the tree trunk)

Diameter of tree at 2-feet from base

Less than 24 inches Per Tree \$ _____

24 - 36 inches Per Tree \$ _____

Greater than 36 inches Per Tree \$ _____

- Removal of Dangerous Hanging Limbs (Hangers)

Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for haul-off.

Per Tree \$ _____

5. Demolition and Collection Rate

Demolish identified structures in designated work zone. Remove C&D debris from designated work zone, hauled to, and dumped at a DM Site or other designated location.

Per Cubic Yard \$ _____

6. Stump Removal and Collection Rate

Removal and collection of stumps partially uprooted in the ROW. Stumps will be identified and certified in the ROW by the City or its representative. Stumps will be hauled to and dumped at a debris management site(s) or other designated location.

Diameter of Stump at 2-feet from base

24 - 36 inches Per Cubic Yard \$ _____

36 - 48 inches Per Cubic Yard \$ _____

Greater than 48 inches Per Cubic Yard \$ _____

7. Sand Collection (Public Property) and Screening Rate

Removal and collection of debris-laden sand from public property. Debris-laden sand will be hauled to a designated location, screened, and stockpiled at a debris management site(s). (Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location.

Per Cubic Yard \$ _____

8. Sand Collection (Private Property) and Screening Rate

Removal and collection of debris-laden sand from private property. Debris-laden sand will be hauled to a designated location, screened, and stockpiled at a debris management site(s). Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location.

Per Cubic Yard \$ _____

9. Backfill

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

Per Cubic Yard \$ _____

10. Reduction of vegetative debris via burning at debris management site(s) or other designated location.

Per Cubic Yard \$ _____

11. Reduction of vegetative debris via grinding at debris management site(s) or other designated location.

Per Cubic Yard \$ _____

12. Reduction of C&D debris at debris management site(s) or other designated location.

Per Cubic Yard \$ _____

13. Haul-out of reduced vegetative debris

Reduced vegetative debris hauled from debris management site(s) or other designated location to final disposal site.

Per Cubic Yard \$ _____

14. Haul C&D, White Goods/Household debris to final disposal site

Reduced C&D debris and household items including white goods, hauled from debris management site(s) or other designated location to final disposal site.

Per Cubic Yard \$ _____

NOTE: HAS PROPOSER INCLUDED A REVENUE SHARING PLAN FOR POSSIBLE SALE OF COLLECTED MATERIALS?

Yes _____, see attached page(s) ____

No _____.

**PRICE PROPOSAL FORM
SCHEDULE B**

For Debris Management Site Set-up and Closure and Debris Clearance for Access

| Equipment / Personnel | Hourly Equipment Rate | Hourly Labor Rate | Total Hourly Rate |
|--|--------------------------------------|------------------------------|------------------------------|
| Traffic Control Personnel | \$ | \$ | \$ |
| Laborer | \$ | \$ | \$ |
| Survey Person w / Truck | \$ | \$ | \$ |
| Inspector w / Truck | \$ | \$ | \$ |
| Operator w / Chainsaw | \$ | \$ | \$ |
| Foreman w / Truck | \$ | \$ | \$ |
| Superintendent w / Truck | \$ | \$ | \$ |
| Climber w/ Gear | \$ | \$ | \$ |
| 5 CY Dump Truck | \$ | \$ | \$ |
| Tractor w/ Boxblade | \$ | \$ | \$ |
| Bobcat Loader | \$ | \$ | \$ |
| Transports | \$ | \$ | \$ |
| Rubber-Tired Backhoe | \$ | \$ | \$ |
| Trachhoe 690 J.D. | \$ | \$ | \$ |
| Air Curtain Burner | \$ | \$ | \$ |
| Water Truck (4000 Ga.) | \$ | \$ | \$ |
| D-6 Dozer or equivalent | \$ | \$ | \$ |
| Feller Bunchers 611 Hydro-Ax | \$ | \$ | \$ |
| Skidders 648E | \$ | \$ | \$ |
| Front End Loader 544 | \$ | \$ | \$ |
| Front End Loader 644 | \$ | \$ | \$ |
| Prentice Knuckleboom Loader | \$ | \$ | \$ |
| 50 foot Bucket Truck | \$ | \$ | \$ |
| 30 ton + crane | \$ | \$ | \$ |
| Diamond Z or Equiv. Tub Grinder | \$ | \$ | \$ |
| Street Sweeper / Leaf Collection Truck | \$ | \$ | \$ |
| Waste Collection Rear Loader Truck | \$ | \$ | \$ |
| Miscellaneous Equipment | | | |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |

PART VI ATTACHMENTS

- Attachment A: Insurance Requirements
- Attachment B: Proposed Standard Contract
- Attachment C: Sample Work Authorization
- Attachment D: Maps
- Attachment E: Debris Management Plan

ATTACHMENT A to RFP #2011-102 Debris Removal

INSURANCE REQUIREMENTS

The following insurance provisions are hereby established for contractors who will provide services to the City.

1. The successful proposer shall not commence any work in connection with the contract for services until the Proposer has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful proposer allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida. All carriers shall carry an AM Best Rating of at least A:VII. A Waiver of Subrogation is required under each of the required insurance policies. All policies should respond as primary. Each policy shall include Contractual Liability.
2. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Proposer and/or subcontractor providing such insurance.
3. Worker's Compensation Insurance: The Proposer shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of its employees furnished to the City pursuant to this contract. In case any work is sublet, the Proposer shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Proposer. Such insurance shall comply fully with the Florida Worker's Compensation Law. This coverage shall include Employer's Liability for limits of not less than \$500,000 Each Accident, \$500,000 Each Disease/Employee and \$500,000 Each Disease/Maximum. Should scope of work performed by Contractor qualify its employees for benefits under any Federal Workers Compensation statute, proof of appropriate Federal Act coverage must be provided.
4. Commercial General Liability: The Proposer shall, during the life of this Contract take out and maintain broad form Commercial General Liability including premises and operations; products and completed operations; personal and advertising injury; pollution conditions or releases that arise from collection and removal of construction and demolition debris and fire damage for limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. GCL coverage specifically covers the indemnification and hold harmless provisions of this Agreement. These limits shall apply on a Per Project Basis. There shall be no exclusion for Fellow Employees, Cross Liability or Insured vs. Insured. An Additional Insured endorsement must be attached to the Certificate of Insurance and must include coverage for Completed Operations (Should be ISO CG20101184 or CG20371001 & CG20100704). Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit must be provided and noted as such on the Certificate of Insurance. Coverage is to include a cross liability or a severability of interests provision as provided under the standard ISO form separation of insured's clause. There shall be no exclusion for breathable dust or bodily injury or property damage arising out of heat, smoke, fumes or ash from a hostile fire.
5. Automobile Liability: The Proposer shall during the life of this Contract take out and maintain Business Automobile Liability form with a minimum combined Single Limit of not less than \$1,000,000, including Owned, Hired, and Non-Owned and shall include an endorsement for Pollution Liability to cover any hauling as respects the transportation, loading and unloading of any hazardous debris.. The City must be listed as an additional insured
6. Umbrella Liability: Policy shall be issued on a Follow Form basis, with no terms more restrictive than Primary, with limits of not less than \$5,000,000 per occurrence covering all work performed under this contract.

7. Hazardous Materials Insurance: For the purpose of this section, the term “hazardous materials” includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until Risk Management has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract:

- a. **POLLUTION & REMEDIATION LEGAL LIABILITY INSURANCE** - Coverage for not less than \$3,000,000 Limit per claim. For sudden and gradual occurrences and \$3,000,000 in the aggregate arising out of work performed under this contract, including, but not limited to, asbestos and all hazardous materials identified under the contract.
- b. **DISPOSAL** – When applicable, the CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.
- c. **HAZARDOUS WASTE TRANSPORTATION** – When applicable, the CONTRACTOR shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$1,000,000 annual aggregate and provide a valid EPA identification number. If hazardous waste disposal/transportation is subcontracted, the subcontractor's coverage shall be the same or equivalent as required herein including the requirement that the City of Stuart be listed as Additional Insured.
- d. **CERTIFICATES OF INSURANCE** – Shall clearly state the hazardous material exposure work being performed under the contract. The City must be named as an additional insured. The policy must include a waiver of subrogation rights endorsement and coverage shall respond as primary. If the policy is written on a claims made basis, the retroactive date should be prior to or equal to the effective date of the agreement. In the event the policy is canceled, non-renewed or changed to an occurrence form policy or there is a change in the retroactive date, the Contractor shall purchase an extended reporting period rider during the life of this agreement of not less than 5 years.

8. Certificates of Insurance: the Proposer upon notice of award will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

- a. The name of the insured Proposer, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
- b. Statement that the Insurer policies shall be specifically endorsed to grant the City of Stuart a 30 day notice prior to any material changes in provisions or cancellation of the policies. All Additional Insured endorsements shall be attached to the Certificate of Insurance.
- c. City shall be listed as Additional Insured on Commercial General Liability Insurance, Pollution Liability, and Automobile Liability Insurance.

City of Stuart

300 S. W. St Lucie Avenue • Stuart • Florida 34994
Telephone (772) 288-5320

Department of Financial Services

Purchasing Division
Terry Iverson, Purchasing Agent

Fax: (772) 600-1202
tiverson@ci.stuart.fl.us

Date: October 19, 2011
To: All Prospective Proposers
Subj: Addendum #1 to RFP #2011-102, Disaster Debris Removal & Disposal

ADDENDUM #1

This addendum is issued as a result of questions asked by Ceres Environmental Services, Inc., and consists of the following:

- a. Answers to questions asked
- b. Attachment A, Current unit prices

a. Answers to questions asked:

Question #1: Who is responsible for tipping fees at the final disposal site?

Answer #1: The City of Stuart will be responsible for tipping fees at the permitted landfill site.

Question #2: What are the unit prices in the City of Stuart's current contract?

Answer #2: See Attachment A to this Addendum.

This Addendum must be acknowledged, signed and returned with your proposal. Failure to comply will result in disqualification of your proposal.

Sincerely,



Charles T. Iverson
Purchasing Manager
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to RFP #2011-102, Disaster Debris Removal & Disposal:

Signature

Date

Firm

ATTACHMENT A to Addendum #1
RFP #2011-102, Disaster Debris Removal & Disposal

**PRICE PROPOSAL FORM
DISASTER DEBRIS REMOVAL AND DISPOSAL**

PART A

NOTE: Respondents are to make no changes to the table below and are to fill it out completely. Values must be provided for all categories below or your response may be deemed non-responsive.

1. Rights-of-Way Vegetative Collection Rate

Vegetative debris collected from public or private right-of-way (ROW) and improved public lands, hauled to, and dumped at the debris management site(s). This includes the removal, collection, hauling and disposal of all stumps less than 24-inches in diameter and any stumps not originating in the ROW (including stumps removed by third parties and placed in the ROW).

Per Cubic Yard \$ 12.95

2. Private Property Vegetative Collection Rate

Vegetative debris collected from private property, hauled to, and dumped at the debris management site(s). This includes the removal, collection, hauling and disposal of all stumps less than 24-inches in diameter and any stumps not originating in the ROW (including stumps removed by third parties and placed in the ROW).

Per Cubic Yard \$ 12.95

3. Public Right of Way Construction and Demolition Collection Rate

Construction and demolition debris collected from designated work zone, hauled to, and dumped at the debris management site(s) or other designated location.

Per Cubic Yard \$ 46.00

4. Cutting Partially Uprooted or Split Trees (Leaners)

per unit

Falling partially uprooted or split trees from the ROW or the overhanging portion of the ROW and placing the debris in the ROW for haul-off.

Partially Uprooted_ Leaner (Price is inclusive of excavating the root ball and placing it in the ROW)

Diameter of tree at 2-foot from base

Less than 24 inches Per Tree \$ 165.00

24 - 36 inches Per Tree \$ 430.00

Greater than 36 inches Per Tree \$ 550.00

Split Limb (No exposed root ball) (Price is inclusive of flush cutting the tree trunk)

Diameter of tree at 2-feet from base

Less than 24 inches Per Tree \$ 115.00

24 - 36 inches Per Tree \$ 115.00

Greater than 36 inches Per Tree \$ 115.00

Removal of Dangerous Hanging Limbs (Hangers)

Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for haul-off.

Per Tree \$ 115.00

5. Demolition and Collection Rate

Demolish identified structures in designated work zone. Remove C&D debris from designated work zone, hauled to, and dumped at a DM Site or other designated location.

\$ 3.00

6. Stump Removal and Collection Rate

Removal and collection of stumps partially uprooted in the ROW. Stumps will be identified and certified in the ROW by the City or its representative. Stumps will be hauled to and dumped at a debris management site(s) or other designated location.

per square ft

Diameter of Stump at 2-feet from base

24 - 36 inches Per Cubic Yard \$ 11/m 800.00

36 - 48 inches Per Cubic Yard \$ 11/m 950.00

Greater than 48 inches Per Cubic Yard \$ 12/m 1300.00

7. Sand Collection (Public Property) and Screening Rate

Removal and collection of debris-laden sand from public property. Debris-laden sand will be hauled to a designated location, screened, and stockpiled at a debris management site(s). (Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location.

Per Cubic Yard \$ 8.50

8. Sand Collection (Private Property) and Screening Rate

Removal and collection of debris-laden sand from private property. Debris-laden sand will be hauled to a designated location, screened, and stockpiled at a debris management site(s). (Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location.

Per Cubic Yard \$ 8.50

9. **Backfill**

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

Per Cubic Yard \$ 4.50

10. **Reduction of vegetative debris via burning at debris management site(s) or other designated location.**

Per Cubic Yard \$ 1.65

11. **Reduction of vegetative debris via grinding at debris management site(s) or other designated location.**

Per Cubic Yard \$ 3.60

12. **Reduction of C&D debris at debris management site(s) or other designated location.**

Per Cubic Yard \$ incident specific

13. **Haul-out of reduced vegetative debris**

Reduced vegetative debris hauled from debris management site(s) or other designated location to final disposal site.

0-15 miles 3.00
16-30 miles
4.25 Per Cubic Yard \$ _____

14. **Haul C&D debris to final disposal site**

Reduced C&D debris hauled from debris management site(s) or other designated location to final disposal site.

Per Cubic Yard \$ incident specific

B. City of Stuart Disaster Recovery Pricing

| Item | Description of Service | Unit | Cost |
|--|---|---------|----------------------|
| Debris Removal, Processing & Disposal | | | |
| | <i>Annual Pre-Event Contract Fee/Estimate</i> | N/C | N/C |
| 1. | Mobilization and Demobilization (Lump Sum) | Lump | N/A |
| 2. | First Response (Emergency Road Clearance) | Hourly | Hourly Rate Schedule |
| 3. | Debris Removal from Public Property (Right-of-way) and Hauling to Temporary Debris Storage and Reduction Site | CY | \$ 12.95 |
| | <i>OR ALTERNATE PER TON COMPENSATION</i> | Ton | \$135.00 |
| 4. | Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site up to 25 one-way miles | CY | \$ 4.75 |
| | <i>OR ALTERNATE PER TON COMPENSATION</i> | Ton | \$ 26.00 |
| 5. | Debris Removal from Public Property (Right-of-way) and Hauling Directly to Final Disposal | CY | \$ 14.95 |
| | <i>OR ALTERNATE PER TON COMPENSATION</i> | Ton | \$175 |
| 6. | Management of TDSRS | CY | \$ 2.50 |
| 7. | Processing (Sorting) of Debris at TDSRS or Final Disposal Site | CY | \$1.75 |
| 8. | Processing (Including Chipping) of Debris at TDSRS or Final Disposal Site | CY | \$ 2.25 |
| | <i>OR ALTERNATE PER TON COMPENSATION</i> | Ton | \$22.00 |
| 9. | Pick up and Haul of White Goods | Unit | \$ 46.00 |
| 10. | Freon Removal from applicable White Goods | Unit | \$ 79.00 |
| 11. | Pick-up and Disposal of Hazardous Material | LB | \$ 2.00 |
| 12. | Dead animal Collection, Transportation and Disposal | LB | \$ 3.00 |
| 13. | <i>Alternative Pricing - Debris Collection from Public Right-of-Way; Stump Removal; Hazardous Limb Removal; TDSRS Management; White Goods Collection; Dead Animal Collection; Separate and Reduce Debris by Grinding; Load and Transport Reduced/Cleaned Debris, compacted mixed debris, and compacted CAD to Final Disposal (0-25 miles)</i> | CY | \$ 22.50 |
| 13 (a) | Transporting Processed Debris to final Disposal (>25 miles) | CY/Mile | \$ 0.029 |
| | Disposal Tipping Fee is a pass thru cost | | |
| <p>NOTE: #13 is an optional pricing format that includes all of the primary services at one price. The cost to the County and FEMA are the same regardless of how many stumps are collected, limbs are removed, etc. Rather than break each line item down, we propose one cost that will encompass all services.</p> | | | |

Hazardous Stump Removal

| | | | |
|----|---|-------|-----------|
| 14 | 6 inch diameter to 11.99 inch diameter | CY | as debris |
| 15 | 12 inch diameter to 23.99 inch diameter | CY | as debris |
| 16 | 24 inch diameter to 47.99 inch diameter | STUMP | \$ 695.00 |
| 17 | 48 inch diameter and greater | STUMP | \$ 895.00 |

* **NOTE: #14 Thru #17 includes Haul to Disposal**

City of Stuart
RFP NO: 2011-02
B-Cultural Pricing

| Item | Description of Service | Unit | Cost |
|---|---|-------------------------|-------------------|
| Auxiliary and Miscellaneous Services | | | |
| 18 | Pre-event training for Client personnel | PER | N/A |
| 19 | Client Technical Assistance | PER | N/A |
| 20 | Debris removal from water bodies (bays, rivers, streams, canals, lakes) | Hourly Rate or Lump Sum | Incident Specific |
| 21 | Debris Removal from Private Property - Right-of-Entry (ROE) Program | Hourly Rate or Lump Sum | Incident Specific |
| 22 | Leaning Trees/Hanging Limbs/Imminent Threat Tree Program | Hourly Rate or Lump Sum | Incident Specific |

| Item | Description of Service | Unit | Cost |
|------|---|--------------|----------------------|
| 23 | Demolition of Unsafe Wood Structures Identified by the County | Square Foot | \$ 2.00 |
| 24 | Demolition of Unsafe Concrete Structures Identified by the County | Square Foot | \$ 3.00 |
| 25 | Sand Collection, Screening, and Transport to Beach | CY | \$ 8.50 |
| 26 | Beach Restoration | Lump Sum | Incident Specific |
| 27 | Fire Suppression Support | Hourly | Hourly Rate Schedule |
| 28 | Hazardous Waste Collection (flammable solids) | 55 Gal. Drum | \$ 595.00 |
| 29 | Hazardous Waste Collection (flammable liquids) | 55 Gal. Drum | \$ 475.00 |
| 30 | Hazardous Waste Collection (pesticides) | 55 Gal. Drum | \$ 475.00 |
| 31 | Hazardous Waste Collection (paint related materials) | 55 Gal. Drum | \$ 475.00 |
| 32 | Hazardous Waste Collection (multiuse liquids or solids) | 55 Gal. Drum | \$ 725.00 |
| 33 | Hazardous Waste Collection (corrosives-acids/bases) | 55 Gal. Drum | \$ 525.00 |

The following items are available through State and Federal government resources. However, in the event that timely delivery of these items by the government does not meet the needs of the County, Aurbrit will arrange for delivery through our training partners. Pricing for these items will not exceed the prices charged to State and Federal government by their suppliers.

| | | | |
|----|--|---------|------------|
| 34 | Emergency Delivery of Potable Water | Various | Cost + 15% |
| 35 | Emergency Delivery of Ice | Various | Cost + 15% |
| 36 | Temporary Sanitation, Showers, Kitchens | Each | Cost + 15% |
| 37 | Temporary Satellite Communication (satellite phones) | Each | Cost + 15% |

B. Hourly Rate Schedule for the City of Stuart, Florida

| Heavy Equipment | Size or Type | Unit | Unit Price |
|-----------------------------------|------------------|------|------------|
| <i>Operator Included</i> | | | |
| 12-Foot Tub Grader | Morverk 1200 | Hour | 395.00 |
| 13-Foot Tub Grader | Morverk 1300 | Hour | 455.00 |
| 14 Foot Tub Grader | Diamond Z 1463 | Hour | 490.00 |
| Backhoe | Cat 416 | Hour | 95.00 |
| Bucket Truck | Up to 50' reach | Hour | 130.00 |
| Bucket Truck | 50' to 75' reach | Hour | 150.00 |
| Charger w/ 2 man crew | Morverk Storm | Hour | 125.00 |
| Crew | 30 Ton | Hour | 170.00 |
| Dumper | Cat D4 | Hour | 95.00 |
| Dumper | Cat D5 | Hour | 105.00 |
| Dumper | Cat D6 | Hour | 125.00 |
| Dumper | Cat D7 | Hour | 135.00 |
| Dumper | Cat D8 | Hour | 150.00 |
| Harvester Tractor w/ Tractor | 50 Ton | Hour | 90.00 |
| Excavator | Cat 320 | Hour | 90.00 |
| Excavator | Cat 325 | Hour | 115.00 |
| Excavator | Cat 330 | Hour | 130.00 |
| Mechanical Broom | Street Sweeper | Hour | 75.00 |
| Motor Grader | Cat 120G | Hour | 120.00 |
| Self Loading Knuckle boom Truck | 25-35 CY Body | Hour | 125.00 |
| Self Loading Knuckle boom Truck | 35-45 CY Body | Hour | 140.00 |
| Skid Steer Loader | Bobcat | Hour | 55.00 |
| Skid Steer Loader | Yanmar 252 | Hour | 85.00 |
| Towed Loader w/ Tractor | Frontier 210 | Hour | 140.00 |
| Tracked Loader | Cat 955 | Hour | 125.00 |
| Tractor w/ Box Blade | 80 Hp | Hour | 35.00 |
| Truck Transfer Trailer w/ Tractor | 110 Yard | Hour | 125.00 |
| Truck Mounted Winch | Tow Truck | Hour | 90.00 |
| Vacuum Trucks | Jet Vac | Hour | 155.00 |
| Water Truck | 2000 Gallon | Hour | 65.00 |
| Wheel Loaders | Cat 950 | Hour | 115.00 |
| Wheel Loaders | Cat 966 | Hour | 125.00 |
| Wheel Loaders | Cat 980 | Hour | 135.00 |

| Emergency Life Support | Size or Type | Unit | Unit Price |
|----------------------------|-----------------------------|------|-------------------|
| Emergency Ice Delivery | Determined by availability | Each | incident specific |
| Emergency Water Delivery | Determined by availability | Each | incident specific |
| Emergency Power Generators | Determined thru site survey | Each | incident specific |

| Heavy Vehicles | Size or Type | U/M | Unit Price |
|----------------------------------|--------------|------|------------|
| <i>Operator Included</i> | | | |
| Dump Truck | 10 to 15 CY | Hour | 40.00 |
| Dump Truck | 16 to 20 CY | Hour | 50.00 |
| Trailer Dump w/ Tractor | 30 to 40 CY | Hour | 60.00 |
| Trailer Dump w/ Tractor | 41 to 50 CY | Hour | 70.00 |
| Trailer Dump w/ Tractor | 51 to 60 CY | Hour | 80.00 |
| Trailer Dump w/ Tractor | 61 to 70 CY | Hour | 90.00 |
| Walking Floor Trailer w/ Tractor | 100 CY | Hour | 95.00 |

| Transportation Vehicles | Size or Type | U/M | Unit Price |
|------------------------------|--------------|-----|------------|
| <i>Operator Not Included</i> | | | |
| Box Truck | 3/4 Ton | Day | 165.00 |
| Passenger Car | Full size | Day | 95.00 |
| Passenger Van | 9 Passenger | Day | 145.00 |
| Pickup Truck | 1/2 Ton | Day | 125.00 |
| Pickup Truck | 3/4 Ton | Day | 145.00 |
| Pickup Truck | 1 Ton | Day | 175.00 |
| Utility Van | 3/4 Ton | Day | 115.00 |

| Personnel | Size or Type | U/M | Unit Price |
|--------------------------------------|--------------|------|------------|
| Administrative Assistant | Individual | Hour | 45.00 |
| Clerical | Individual | Hour | 35.00 |
| Operator w/ Gear | Individual | Hour | 85.00 |
| Laborer w/ Tools | Individual | Hour | 30.00 |
| Mechanic w/ Truck and Tools | Individual | Hour | 60.00 |
| Operator w/ Chainsaw | Individual | Hour | 55.00 |
| Safety or QC Manager w/ Pickup Truck | Individual | Hour | 60.00 |
| Supervisor w/ Pickup Truck | Individual | Hour | 75.00 |
| Supervisor w/ Pickup Truck | Individual | Hour | 60.00 |
| Ticket Writers | Individual | Hour | 35.00 |
| Traffic Control Personnel | Individual | Hour | 30.00 |

| Marine Resources | Size or Type | U/M | Unit Price |
|--|----------------|--------|--------------------------|
| 14' Utility Boat w/ Motor | Crew of 1 | Day | 545.00 |
| 33' Fast Barge w/ Winch | Crew of 2 | Day | 4,725.00 |
| 56' Shallow Draft Landing Craft w/ Crane | Crew of 2 | Day | 7,850.00 |
| Air Pump w/ vinyl breathing hoses | Emergency Lang | Day | 450.00 |
| Heavy Duty Driver w/ Gear | Individual | Hour | <i>incident specific</i> |
| Sealant Bottle Refill (air) | 80 | Each | 21.00 |
| Truck Driver w/ Gear | Individual | Hour | <i>incident specific</i> |
| Water Discharge Hose | 6 inch | Ft/Day | 1.00 |
| Water Discharge Hose | 12 inch | Ft/Day | 1.50 |
| Water Pump | 6 inch | Day | 1,295.00 |
| Water Pump | 12 inch | Day | 2,095.00 |

| Misc. Equipment | Size or Type | U/M | Unit Price |
|-------------------|--------------|------|------------|
| First Aid Station | OSHA Spec | Day | 65.00 |
| Light Tower | w/ generator | Day | 65.00 |
| Observation Tower | USACE Spec | Each | 3,500.00 |
| Office Trailer | 40 foot | Day | 85.00 |

Exhibit B - Contract for Debris Recovery Services

City of Mount
RFP No: 2020-05
B-Optional Pricing

Page 2

| | | | |
|-------------------|---------|------|--------|
| Portable Toilet | Single | Week | \$5.00 |
| Storage Container | 40 foot | Day | \$5.00 |

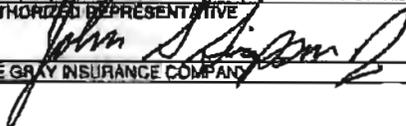
EXHIBIT C
INSURANCE AND INDEMNIFICATION

| | | |
|---|---|-----------------------------|
| CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YY) 12/13/11 |
| PRODUCER Point Clear Insurance Services LLC 368 Commercial Park Drive Fairhope, AL 36532-1910 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| COMPANIES AFFORDING COVERAGE | | |
| COMPANY A THE GRAY INSURANCE COMPANY | | |
| COMPANY B | | |
| COMPANY C | | |
| COMPANY D | | |
| INSURED CrowderGulf Joint Venture 5435 Business Parkway Theodore, AL 36582-1675 | | |

COVERAGES
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.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | | | | | | | | | | | | | | |
|---|---|----------------|----------------------------------|-----------------------------------|---|---|---------------------------------|------------------------------|------------------|-----------------------|----------------|---------------------------|----------------|----------------------------|--------------------------|--------------------------|----------------|-----------------------|----------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNERS & CONTRACTOR'S PROT | XSGL-073372 | 09/01/2011 | 09/01/2014 | <table border="1"> <tr><td>GENERAL AGGREGATE</td><td>Unlimited</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$3,000,000.00</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000.00</td></tr> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000.00</td></tr> <tr><td>FIRE DAMAGE (Any one fire)</td><td>\$50,000.00</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$5,000.00</td></tr> <tr><td>COMBINED SINGLE LIMIT</td><td>\$1,000,000.00</td></tr> </table> | GENERAL AGGREGATE | Unlimited | PRODUCTS - COMP/OP AGG | \$3,000,000.00 | PERSONAL & ADV INJURY | \$1,000,000.00 | EACH OCCURRENCE | \$1,000,000.00 | FIRE DAMAGE (Any one fire) | \$50,000.00 | MED EXP (Any one person) | \$5,000.00 | COMBINED SINGLE LIMIT | \$1,000,000.00 |
| GENERAL AGGREGATE | Unlimited | | | | | | | | | | | | | | | | | | |
| PRODUCTS - COMP/OP AGG | \$3,000,000.00 | | | | | | | | | | | | | | | | | | |
| PERSONAL & ADV INJURY | \$1,000,000.00 | | | | | | | | | | | | | | | | | | |
| EACH OCCURRENCE | \$1,000,000.00 | | | | | | | | | | | | | | | | | | |
| FIRE DAMAGE (Any one fire) | \$50,000.00 | | | | | | | | | | | | | | | | | | |
| MED EXP (Any one person) | \$5,000.00 | | | | | | | | | | | | | | | | | | |
| COMBINED SINGLE LIMIT | \$1,000,000.00 | | | | | | | | | | | | | | | | | | |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | XSAL-074069 | 09/01/2011 | 09/01/2014 | <table border="1"> <tr><td>BODILY INJURY (Per person)</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td></td></tr> <tr><td>PROPERTY DAMAGE</td><td></td></tr> </table> | BODILY INJURY (Per person) | | BODILY INJURY (Per accident) | | PROPERTY DAMAGE | | | | | | | | | |
| BODILY INJURY (Per person) | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per accident) | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE | | | | | | | | | | | | | | | | | | | |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | <table border="1"> <tr><td>AUTO ONLY - EA ACCIDENT</td><td></td></tr> <tr><td>OTHER THAN AUTO ONLY</td><td></td></tr> <tr><td>EACH ACCIDENT</td><td></td></tr> <tr><td>AGGREGATE</td><td></td></tr> </table> | AUTO ONLY - EA ACCIDENT | | OTHER THAN AUTO ONLY | | EACH ACCIDENT | | AGGREGATE | | | | | | | |
| AUTO ONLY - EA ACCIDENT | | | | | | | | | | | | | | | | | | | |
| OTHER THAN AUTO ONLY | | | | | | | | | | | | | | | | | | | |
| EACH ACCIDENT | | | | | | | | | | | | | | | | | | | |
| AGGREGATE | | | | | | | | | | | | | | | | | | | |
| A | EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM | GXS-042659 | 09/01/2011 | 09/01/2012 | <table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$4,000,000.00</td></tr> <tr><td>AGGREGATE</td><td>\$4,000,000.00</td></tr> </table> | EACH OCCURRENCE | \$4,000,000.00 | AGGREGATE | \$4,000,000.00 | | | | | | | | | | |
| EACH OCCURRENCE | \$4,000,000.00 | | | | | | | | | | | | | | | | | | |
| AGGREGATE | \$4,000,000.00 | | | | | | | | | | | | | | | | | | |
| A | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL | XSWC-070693 | 09/01/2011 | 09/01/2014 | <table border="1"> <tr><td><input checked="" type="checkbox"/> WC STAT-TORY LIMITS</td><td><input type="checkbox"/> OTH ER</td><td></td></tr> <tr><td>EL EACH ACCIDENT</td><td></td><td>\$1,000,000.00</td></tr> <tr><td>EL DISEASE - POLICY LIMIT</td><td></td><td>\$1,000,000.00</td></tr> <tr><td>EL DISEASE - EA EMPLOYEE</td><td></td><td>\$1,000,000.00</td></tr> </table> | <input checked="" type="checkbox"/> WC STAT-TORY LIMITS | <input type="checkbox"/> OTH ER | | EL EACH ACCIDENT | | \$1,000,000.00 | EL DISEASE - POLICY LIMIT | | \$1,000,000.00 | EL DISEASE - EA EMPLOYEE | | \$1,000,000.00 | | |
| <input checked="" type="checkbox"/> WC STAT-TORY LIMITS | <input type="checkbox"/> OTH ER | | | | | | | | | | | | | | | | | | |
| EL EACH ACCIDENT | | \$1,000,000.00 | | | | | | | | | | | | | | | | | |
| EL DISEASE - POLICY LIMIT | | \$1,000,000.00 | | | | | | | | | | | | | | | | | |
| EL DISEASE - EA EMPLOYEE | | \$1,000,000.00 | | | | | | | | | | | | | | | | | |
| | OTHER | | | | | | | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all as required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.
Re: RFP #2011-102 Debris Removal Services

| | |
|---|--|
| CERTIFICATE HOLDER City of Stuart Department of Financial Services Purchasing Division 300 SW Saint Lucie Avenue Stuart, FL 34994 LDI COI 288119 01 11 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  THE GRAY INSURANCE COMPANY |
|---|--|

THE GRAY INSURANCE COMPANY

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.
Primary Insurance Wording Included when required by written contract.
Broad Form Property Damage Liability including X. C. U.
Products/Completed Operations
Contractual Liability
Sudden and Accidental Pollution Liability
Occurrence Form
Personal Injury
"In Rem" Endorsement
Cross Liability
Independent Contractors coverage for work sublet
Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.
U.S. Longshoremen's and Harbor Workers Compensation Act Coverage
Outer Continental Shelf Land Act
Jones Act (including Transportation, Wages, Maintenance, and Cure),
Death on the High Seas Act & General Maritime Law.
Maritime Employers Liability Limit: \$1,000,000
Voluntary Compensation Endorsement
Other States Insurance
Alternate Employer/Borrowed Servant Endorsement
"In Rem" Endorsement
Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies
Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.

**ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions, which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded for public liability does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo.

It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 1 MIL for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the FHWA or the ICC the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date. The telephone number to call is:

_____.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date notice is received by the ICC at its office in Washington, D.C.)

Issued to CrowderGulf Joint Venture of Theodore, Alabama
 Dated at Metairie, Louisiana this 1st day of September, 2011
 Amending Policy No. XSAL-074072
 Effective Date September 1, 2011 Countersigned by [Signature]
 Authorized Company Representative
 Name of Insurance Company The Gray Insurance Company

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier.

It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN BELOW DOES NOT PROVIDE COVERAGE.

The limits shown in this schedule are for information purposes only.

**SCHEDULE OF LIMITS
PUBLIC LIABILITY**

| Type of Carriage 1 | Commodity Transported | Minimum Insurance |
|---|---|-------------------|
| (1) For-hire (in interstate or foreign commerce) | Property (Non-hazardous) | \$ 750,000 |
| (2) For-hire and Private (in interstate, foreign or intrastate commerce) | Hazardous substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas; or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403 | \$5,000,000 |
| (3) For-hire and Private (in interstate, or foreign commerce: In any quantity) or (in intrastate commerce: in bulk only) | Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) or (4). | \$1,000,000 |
| (4) For-hire and Private (in interstate or foreign commerce) | Any quantity of Class A or B explosives; any quantity of poison gas (Poison A); or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403 | \$5,000,000 |

NOTE

1. The type of carriage listed under numbers (1), (2) and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED— OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

When required by written contract, any person, firm or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

BUSINESS AUTOMOBILE COVERAGE

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTOMOBILE COVERAGE

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

When required by written contract, any person, firm or organization.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations of "autos".

Contains Material.
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GIC 00 29 04/98

EXHIBIT D
FORM FHWA 1273
REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

Contract Amendment

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

| | Page |
|---|------|
| I. General | 1 |
| II. Nondiscrimination | 1 |
| III. Nonsegregated Facilities | 3 |
| IV. Payment of Predetermined Minimum Wage | 3 |
| V. Statements and Payroll | 5 |
| VI. Record of Materials, Supplies, and Labor | 5 |
| VII. Subletting or Assigning the Contract | 6 |
| VIII. Safety: Accident Prevention | 6 |
| IX. False Statements Concerning Highway Projects | 8 |
| X. Implementation of Clean Air Act and Federal Water Pollution Control Act | 8 |
| XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion | 8 |
| XII. Certification Regarding Use of Contract Funds for Lobbying | 8 |

related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 80) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 80-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed

ATTACHMENTS

A. Employment Preference for Appalachian Contracts (Included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all

in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

e. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11248, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for

minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11248, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA

each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1381. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 278c)) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1486) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 278a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 6 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes as a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit of an hourly cash equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.18, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour

Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyman shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7. In the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and rates and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 6, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made

either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of

a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that such subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY; ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 835). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1826) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1826.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 835) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality,

quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this

transaction for cause of default.

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12548. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 48 CFR 23)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12548. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**. ATTACHMENT A - EMPLOYMENT PREFERENCE FOR
APPALACHIAN CONTRACTS**

(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification,

(c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.