

DISASTER DEBRIS MONITORING SERVICES

2023-08

The Town of Miami Lakes Council:

Mayor Manny Cid
Vice Mayor Carlos Alvarez
Councilmember Ray Garcia
Councilmember Josh Dieguez
Councilmember Luis Collazo
Councilmember Marilyn Ruano
Councilmember Tony Fernandez

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

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This Agreement made this 22nd day of June in the year **2023** ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and DebrisTech, LLC hereinafter called the "Consultant," having a principal office at 923 Goodyear Blvd, Picayune, MS 39466.

RECITALS

WHEREAS to obtain Public Assistance ("PA") grant funding from Federal Emergency Management Agency ("FEMA") requires that debris removal operations resulting from a federally declared emergency requires monitoring to document eligible quantities and reasonable expenses and ensure that the work performed is eligible for FEMA PA, and;

WHEREAS, the Town issued a Request for Proposal ("RFP") 2023-08 on February 8, 2023 for Disaster Debris Monitoring Services ("Services") and Contractor's proposal ("Proposal"), in response thereto, was selected as one of the most qualified for the provision of said Services. The RFP and the Proposal are expressly incorporated into and made a part of this Contract as if set forth in full.

WHEREAS, the Town, through action of the Town Council, has selected the Contractor in accordance with the Town's Procurement Ordinance 17-203 and FEMA PA guidelines, to provide the Services as described herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, agree as follows:

SECTION A: TERMS AND CONDITIONS

1. Definitions

- a. **Additional Work or Additional Services** means Work authorized by the Town through a Work Order Proposal that is for Work in addition to that initially assigned to the Contractor under a Work Order.
- b. **Attachments** means the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.
- c. **Change Order** means a written document ordering a change to the Contract that is not covered under a Word Order. A Change Order must comply with the Contract Documents.
- d. **Contract** means the RFP, the Addenda, the Response to the RFP, and this document that has been executed by the Contractor and the Town subsequent to approval of award by the Town Council.
- e. **Contract Documents** means the Contract, and any change orders, modifications, directives, and clarifications, Work Orders, Supplemental Word Orders, Work Order Proposals, invoices, payments, and similar documents produced in connection with the Contract.
- f. **Contract Manager** means the Town's representative duly authorized by the Town Manager to provide direction to the DMC regarding services provided pursuant to this RFP and resulting contract.
- g. **Contractor or Debris Management Contractor (DMC)** means company, whether a corporation, partnership, individual, or any combination thereof, and its successors, personal representative, executors, administrators, and assignees who have entered into this Contract for Disaster Debris Management Services.
- h. **Cure** means the action taken by the Contractor promptly after receipt of written notice from the Town of a breach of the Contract Documents, which will be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, service, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach, including, without limitation, repairing, replacing or correcting any portion of the Work.
- i. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
- j. **Days** means calendar days.
- k. **Event** means a natural or man-made disaster as declared by the federal, state, county, or local government entity.
- l. **Final Completion** means the date established for completion of the Work under a Work Order.
- m. **Hourly Rates** means the hourly rate that may be paid to the Contractor inclusive of all direct and indirect costs, and profit.
- n. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of the Work or Services furnished by Contractor.
- o. **Notice to Proceed** means a written letter or directive issued by the Town Manager or designee directing that the Contractor begin Work under a Work Order.
- p. **Project** as used herein refers to a task or assignment issued through a Work Order to the Contractor resulting from an Emergency Event or for other Services required by the Town.

- q. **Project Manager** means the DMC's representative authorized to make and execute decisions on behalf of the DMC.
- r. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which will be clearly marked RFI, will clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
- s. **Scope of Service(s)** means the Work or Services to be performed by the Contractor in accordance with the Contract Documents.
- t. **Subcontractor** means a person, firm, or corporation having a direct contract with the Contractor to perform Work under the Contract Documents.
- u. **Town** means the Town of Miami Lakes. For purposes of this Contract, the term "Town" will mean the Town Manager.
- v. **Town Council** means the legislative body of the Town of Miami Lakes.
- w. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- x. **Town or Owner** means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the owner of a Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws, and ordinances will be deemed to have occurred pursuant to Town's authority as a governmental body and will not be attributable in any manner to Town, as the owner, as a party to this Agreement. For purposes of this Agreement, "Town" without modification means the Town Manager.
- y. **Work Order** means an assignment of Work issued by the Town to the Contractor for the performance of Work under the Contract.
- z. **Work Order Proposal** means a proposal submitted by the Contractor at the Town's request which includes the scope and projected cost for a Project or for additional Work under the Contract.

2. Time is of the Essence

Time is of the essence with respect to any Work described in this Contract. Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract. All Work will be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in the Contract.

All dates and periods of time set forth in the Contract Documents, inclusive of any Work Orders issued under the Contract Documents, including those for the commencement, prosecution, interim milestones, milestones, and completion of the Work, were included because of their importance to the Town.

In agreeing to bear the risk of delays for completion of the Work except for extensions approved in accordance with Section 48, Extension of Time, the Contractor understands that, except and only to the extent provided otherwise in the Contract, the occurrence of events of delay within the Contractor's, control of the Work will not excuse the Contractor from its obligation to achieve

completion of the Work within the approved schedule, and will not entitle the Contractor to any adjustment.

The Contractor acknowledges that the Town is purchasing the right to have the Contractor continuously working on the Event for the full duration of the Event to ensure the timely completion of the Work.

3. Term

The Term of this Contract shall be for three (3) year(s) commencing on the effective date of the Agreement.

The Town, by action of the Town Manager, has the option to extend the term of the Agreement for two (2) one-year(s) terms. The Town reserves the right to exercise a one hundred and twenty (120) day extension beyond the current Contractor period and will notify the Contractor in writing of the extension. This Contractor may be extended beyond the one hundred and twenty (120) days upon approval of the Town Council.

Work Orders will expire as stated on each individual Work Order issued under the Contract, which may extend beyond the expiration of the Contract term. The provisions of any specific Work Order, which commences prior to the expiration date of the Contract and extends beyond said expiration of the Contract will survive the expiration thereof and the Contract will continue in full force and effect for such Work Orders.

4. Pricing

Hourly rates will not exceed the rates specified in the Price Schedule, Section D. The rates will remain firm and fixed for the term of the Contract, including any option or extension periods. The Contractor may offer incentive discounts to the Town at any time during the Contract term, including any renewal or extension thereof. The Town reserves the right to negotiate lower hourly rates or other pricing arrangements on a Work Order basis.

5. Progress Payments

Contractor may make application for payment for Work performed under a Work Order at intervals of not more than once a month. All applications will be submitted in triplicate and the Contractor will only use the Town's Invoice Form, where one is provided to the Contractor.

Invoices will be prepared based on the books of account kept by the Contractor and will be supported by copies of payroll distribution, bills of receipt, documents or reports required by the Contract, or other documents reasonably required by the Town, and will show the Town's Contract number.

All applications for payment will be made in accordance with the State of Florida Local Government Prompt Payment Act.

Town may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- Failure of Contractor to provide any and all documents required by the Agreement that are not in accordance with FEMA regulations.

A Work Order may require the Contractor to submit specific documents not required by the Contract.

6. Taxes

Contractor will pay all applicable sales, consumer, use, and other taxes required by law.

7. Labor and Materials

Unless otherwise provided herein, Contractor will provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

Contractor will at all times enforce strict discipline and good order among its employees, and Subcontractors and will not employ on the Project any unfit person or anyone not skilled in the Work to which they are assigned.

8. Notices

Whenever either party desires to give notice unto the other, such notice must be in writing, sent either by registered United States mail, return receipt requested, addressed to the party for whom it is intended and at the place last specified or notification by email with proof of delivery receipt; and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For Town of Miami Lakes:
Edward Pidermann
Town Manager
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

For Contractor
Debra McCormick
DebrisTech, LLC
923 Goodyear Blvd
Picayune, MS 39466
debra@debristech.com

With a copy to:
Lorenzo Cobiella
Deputy Town Attorney
At the same address as above
cobiellal@miamilakes-fl.gov

Nathalie Garcia
Procurement Manager
At the same address as above
garcian@miamilakes-fl.gov

During the Work the Contractor will maintain continuing communications with the Contract Manager. The Contractor will keep the Town fully informed as to the progress of the Work at all times through ongoing communications with the Contract Manager.

9. Priority of Provisions

If there is a conflict of inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications, and plans prepared by the Contractor, or provision of the Contract Documents, the following order of precedence will govern:

- Revision and Change Orders to the Contract
- Contract Terms and Conditions
- Supplemental Work Order
- Work Order

- Scope of Services
- The Town's RFP 2023-08
- Contractor's RFP Response

Were provisions of codes, manufacturer's specifications, or industry standards being in conflict, the more restrictive or higher quality will govern.

10. Performance and Payment Bond

The Contractor will within fifteen (15) calendar days after the issuance of a Work Order, furnish a Performance/Payment containing all the provisions of the attached Performance/Payment forms in the amount of \$1,000,000.

Each Bond will guarantee to the Town the completion and performance of the Work covered in the Contract Documents as well as full payment of all suppliers, laborers, or Subcontractor, and Subcontractors employed pursuant to this Contract. Each Bond will be with a Surety, which is qualified pursuant to Article 1.12, Qualification of Surety. The Surety will automatically adjust the Bond value to account for and additive or deductive change orders to preclude the requirement for revised Bonds to be submitted to the Town.

Each Bond will continue in effect for one year after Final Completion of the Work with liability equal to one hundred percent (100%) of the Contract value.

The Bond(s) will not contain a provision allowing the Surety(ies) to cancel the Bonds prior to the completion of the Contract, inclusive of the Warranty provision.

The Town must be listed as an Obligee.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, Design-Build Firm will ensure that the bond(s) referenced above will be recorded in the public records and provide Town with evidence of such recording.

Adjustments to the Value of the Bond

The Contractor will be required to increase the value of the Bond to meet 100% of the Work issued by the Town once the value exceeds \$1,000,000. The Contractor will not be required to provide a separate Bond for increases in the value of the Contract. The Surety will adjust the Bond value to accurately reflect any changes in the value of the Bond. Prior to of the Final Payment and close-out of the Contract the Contractor will provide to the Town Manager documentation from the Surety documenting any adjustments to the Bond and the final cost of the Bond.

Alternate Form of Security:

In lieu of a Performance/Payment Bond, Contractor may furnish alternate forms of security, which may be in the form of cash, money order, certified check, cashier's check, or unconditional letter of credit in a form acceptable to the Town. Such alternate forms of security will be subject to the prior approval of Town and will be subject to the same conditions as those applicable above and will be held by Town for one year after completion of the Work.

11. Qualification of Surety

Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

The Surety will hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the Surety will not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the Surety will provide Town with evidence satisfactory to Town, that such excess risk has been protected in an acceptable manner. The Surety(ies) must have an A rating with a Class III size.

12. Indemnification

The Contractor will indemnify and hold harmless Town, its officers, agents, and employees, from all liabilities, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by the negligence, recklessness or intentional misconduct, or any act or omission of Contractor and anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable in the performance of this Contract. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents, and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving, or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

Contractor will require the Consultant and all Subconsultant and Subcontractor agreements to include a provision that they will indemnify the Town.

This indemnity will survive the cancellation or expiration of the Contract. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of §725.06 and/or §725.08, Fla. Statute.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

13. Insurance

Without limiting any of the other obligations or liabilities of the Contractor, Contractor will provide on a primary basis, pay for, and maintain in force until of its Work to be performed under this Contractor the insurance coverages set forth herein.

a. Companies Providing Coverage

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies must have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

b. Verification of Insurance Coverage

The Consultant must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of award to the Consultant. Consultant must maintain coverage with equal or better rating as identified herein for the term of this Agreement. Consultant must provide written notice to the Town Manager of any material change, cancellation or notice of non-renewal of the insurance within 30 days of the change. Consultant must furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

c. Forms of Coverage

i. Employer's Liability

Contractor must maintain employer's liability insurance coverage with limits of at least one million dollars (\$1,000,000) each bodily injury caused by an accident, each accident. One million dollars (\$1,000,000) each bodily injury caused by disease, each employee. One million dollars (\$1,000,000) each bodily injury caused by disease, policy limit.

ii. Commercial General Liability and Automobile Liability

Contractor must maintain commercial general liability coverage with limits of at least \$1,000,000 per occurrence, combined single limit for bodily injury and property damage. General Aggregate Limit of two million dollars (\$2,000,000). Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Products and/or Completed Operations for contracts with an Aggregate Limit of One Million Dollars (\$1,000,000.00) per project. Contractor will maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage
- Personal and Advertising Injury with an aggregate limit of One Million Dollars (\$1,000,000).
- CGL Required Endorsements
 - o Employees included as insured
 - o Independent Contractors Coverage
 - o Contractual Liability
 - o Waiver of Subrogation
 - o Premises and/or Operations
 - o Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed, or rented by the Contractor or employees of the Contractor.

Town is to be expressly included as an Additional Insured with respect to liability arising out of operations performed for Town by or on behalf of Contractor or acts or omissions of Contractor in connection with general supervision of such operation.

iii. Business Automobile

The Contractor will maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with minimum limits of one million dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage for the transportation of regulated and/or hazardous waste, products, or materials with limits of not less than \$1,00,000 per occurrence. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership
- Employees included as insured

Town will be listed as an Additional Insured and will include both the MCS-90 and CA 9948 (or equivalent) endorsements.

iv. Umbrella Policy

Bodily injury and property damage liability with limits of two million dollars (\$2,000,000) each occurrence and an aggregate limit of two million dollars (\$2,000,000).

Excess coverage over the policies as follows:

- Commercial General Liability
- Business Automobile Liability

Town will be listed as an additional insured.

v. Workers' Compensation Insurance

The Contractor must maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440, as amended, and Employee's Liability with a minimum limit of \$500,000 each occurrence. Should the Contractor be exempt from Florida's Worker's Compensation insurance requirement the Contractor must provide documentation from the State of Florida evidencing such exemption.

vi. Pollution Legal Liability and On-Site Cleanup

The Contractor agrees to maintain Contractor's Pollution Legal Liability and On-Site Cleanup with a limit of less of not less than two million dollars (\$2,000,000) per occurrence on per Project basis.

vii. Third-Party Fidelity Bond

The Contractor will furnish a Commercial Fidelity Bond for Employee Dishonest on a blanket basis with a minimum limit of one million dollars (\$1,000,000). The bond will be endorsed to cover "Third-Party" liability including a third-party beneficiary clause in favor of the Town. The bond will include a minimum of twelve (12) month discovery period when written on a loss sustained basis.

The above policies will provide the Town with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change. If the initial insurance expires prior to the completion of the Work, renewal copies of policies will be furnished at least thirty (30) days prior to the date of their expiration.

Notice of Cancellation and/or Restriction--The policy(ies) must be endorsed to provide the Town with at least thirty (30) days' notice of cancellation and/or restriction.

Contractor will furnish to the Town the Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance will name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract.

The Town's Contract number and title must appear on each Certificate of Insurance and the Town Certificate Holder must read:

Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

Companies authorized to do business in the State of Florida, with the following qualifications, will issue all insurance policies required above:

The company must be rated no less than "A" as to management, and no less than "Class VIII or better" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by the Town Manager prior to insurance approval.

Where a self-insured retention or deductible exceeds \$100,000 the Town reserves the right to request a copy of the Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Contractor agrees to maintain a retroactive date prior to the effective date of the Contract.

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles, or other insurance obligations by providing a thirty (30) day written notice to the Contractor in accordance with Section A, Terms and Conditions, Section 8, Notices. Contractor will comply with such requests unless the insurance coverage is not then readily available in the national market. An additive or deductive change order will be issued to adjust the contract value as necessary.

14. General Requirements

The employee(s) of the Contractor will be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Work a sufficient number of competent and qualified personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Contract Manager, should the Contract Manager make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work, in a competent and professional manner.

The Contractor will at all times cooperate with the Town and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

15. Method of Performing the Work

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials or equipment to be furnished, will be regarded as meaning that only the best general practice is to prevail and that only material

and workmanship of the best quality or standards are to be used, and interpretation of the Contract Documents will be made upon that basis.

If the Contract Manager reasonably determines the rate of progress of the Work is not such as to ensure its completion within the designated completion time, or if, in the opinion of the Contract Manager the Contractor is not proceeding with the Work diligently or expeditiously or is not performing all or any part of the Work according to the Project schedule accepted by or determined by the Project, the Contract Manager will have the right to order the Contractor to do either or both of the following: (1) improve its work force; and/or (2) improve its performance in accordance with the schedule to ensure completion of the Work within the specified time: and/or (3) the Town at its sole option may also have Work performed by a third party contractor.

The Contractor will furnish to the Contract Manager a complete listing of 24-hour telephone numbers at which the Key Personnel of the Contractor and all of its Subcontractors can be reached should the need arise at any time.

16. Site Investigation and Representation

The Contractor acknowledges that it has, prior to the submission of a Work Order Proposal, satisfied itself as to the nature and potential location(s) of the Work to be performed for an Event. The Contractor will also satisfy itself as to the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, the type of equipment and facilities needed preliminary to and during the performance of the Work, and all other matters which can in any way affect the Work.

Any failure by the Contractor to acquaint itself with the conditions that may impact the performance of the Work will not relieve Contractor from responsibility for properly estimating the difficulty or cost thereof under the Contract Documents.

17. Work Order

No specific value has been established for this Contract as Services will be provided on an Event-by-Event basis. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, will be as stated in Work Order(s) issued as a result of this Contract.

Where the Town determines that the Contractor's Services are required to adequately respond to an Event the Town will rest the Contractor to submit a Proposal based on the Scope of Services required to respond to the Event. The Town may accept the Work Order Proposal as submitted or negotiate the parameters of the Proposal. The Town upon acceptance of the Proposal will issue a Work Order to the Contractor authorizing the Services to be provided. Said Work Order will include the maximum cost authorized under the Work Order and the timeframe for completion of the Work. Any revisions to a Work Order previously issued will be authorized through Supplemental Work Order issued in accordance with the Contract.

An Event may require that the Contractor commence Work prior to negotiations being completed. Where such circumstances occur, the Town will issue a Work Order allowing for a limited Scope of Services to be provided, inclusive a time for performance and maximum cost for the Work.

18. Supplemental Work Orders

Any change in the Work that results in changes in the scope, value or time for performance previously authorized under a Work Order, will be authorized only by a Supplemental Work Order approved in advance, and issued in accordance with the provisions of the Contract Documents.

In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, the Town reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; or submit the matter in dispute to the Town Manager as set forth in Article 1.89, Resolution of Disputes. During the pendency of the dispute, and upon receipt of a Change Order approved by Town, Contractor will promptly proceed with the change in the Work involved and advise the Contract Manager, and Procurement Manager, in writing, within seven (7) days of Contractor's Contract or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

On approval of any Contract change increasing the Contract Price, Contractor will ensure that the performance bond and Payment Bond (if applicable) are increased so that each reflects the total Contract Price as increased.

Under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract and which are within the general scope of the Contract Documents. Any such changes will be known as Extra Work.

No Extra Work will be performed except pursuant to written orders of the Contract Manager, or the Town Manager, expressly and unmistakably indicating his/her intention to treat the Work described therein as Extra Work. In the absence of such an order, the Contract Manager or Town Manager, may direct, order, or require the Contractor to perform any Work including that which the Contractor deems to be Extra Work. The Contractor will nevertheless comply and will promptly and in no event after, begin the performance thereof or incur cost attributable thereto and give written notice to the Contract Manager stating why it deems such Work (hereinafter "Disputed Work") to be Extra Work. Said notice is for the purposes of (1) affording an opportunity to the Contract Manager to cancel such order, direction, or requirements promptly; (2) affording an opportunity to the Contract Manager to keep an accurate record of materials, labor and other items involved; and (3) affording an opportunity to the Town to take such action as it may deem advisable in light of such disputed Work.

19. Change Orders

The Town reserves the right to order changes which may result in revisions to the Contract that are not covered by a Work Order. Such revisions will only be authorized through the issuance of a Change Order, which will be issued in accordance with the requirements of the Contract. Such Change Orders must be contained in a written document, executed by both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by the Town.

20. No Oral Changes or Word Orders

Except to the extent expressly set forth in the Contract, no change in or modification, termination, or discharge of the Contract or, in any form whatsoever, will be valid or enforceable unless it is in writing and signed by the parties charged, therewith or their duly authorized representative.

21. Press Release or Other Public Communication

Under no circumstances will the Contractor, without the express written consent of the Town:

- Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor obtains prior written approval from the Town Manager or Contract Manager. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and

Except as may be required by law, the Contractor and its employees, agents, subcontractors, and suppliers will not represent, directly or indirectly, that any product or Service provided by the Contractor, or such parties have been approved or endorsed by the Town.

22. Project Management

Where a Contractor is awarded Work, the Contractor will be responsible for all Project management, including any and all subcontracts necessary to ensure that the Work is performed in accordance with the Contract Documents.

23. Contractor's Key Staff

The parties acknowledge that Contractor was selected by Town, in part, on the basis of qualifications of particular staff identified in Contractor's response to Town's solicitation, hereinafter referred to as "Key Staff". Contractor will ensure that Key Staff, including Contractor and, where applicable, Subcontractor Key Staff are available for Work hereunder as long as said Key Staff is in Contractor's or Subcontractor's employ. Contractor will obtain prior written acceptance of Contract Manager to change Key Staff. Contractor will provide Contract Manager, or designee with such information as necessary to determine the suitability of proposed new Key Staff. Contract Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform. Key Staff will be listed Key Staff in Form B.

24. Superintendence and Supervision

The Contractor will keep the Contract under his own control, and it will be its responsibility to see that the Work is properly supervised and carried on faithfully and efficiently.

The orders of the Town are given through the Contract Manager, which instructions are to be strictly and promptly followed in every case. Contractor will keep on the Project during its progress, a full-time competent English-speaking Supervisor, and who will have full authority by the Contractor to direct the performance of the Work and make arrangements for all necessary materials, equipment, and labor without delay, and any necessary assistants, all satisfactory to Contract Manager. The Supervisor will not be changed except with the written consent of Contract Manager unless the Supervisor proves to be unsatisfactory to Contractor and ceases to be in its employ. The Supervisor will represent Contractor and all directions given to the Supervisor will be as binding as if given to Contractor and will be confirmed in writing by Contract Manager upon the written request of Contractor. Contractor will give efficient supervision to the Work, using its best skill and attention. The Contract Manager will be provided telephone number(s) for the Supervisor where the Supervisor can be contacted during normal working hours as well as after hours for emergencies.

The Contract Manager and Contractor will meet as necessary during the course of the Work to review and agree upon the Work performed and any outstanding issues.

Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

25. Authority of the Contract Manager

The Contract Manager, will determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under this Contract Documents.

The Contractor will be bound by all determinations or orders of the Contract Manager and will promptly respond to requests of the Contract Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Contract Manager's determination or requests. Where requests are made orally, the Contract Manager will follow up in writing, as soon thereafter as is practicable.

The Contract Manager will have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing. All instructions to the Contractor will be issued through the Town Manager or Contract Manager.

The Contract Manager will have access to the Project Site at all times. The Contractor will provide safe facilities for such access so the Contract Manager may perform their functions under the Contract. The Contract Manager will make periodic visits to the Work Site to become generally familiar with the progress and quality of the Work, and to determine if the Work is proceeding in accordance with the Contract Documents.

The Contract Manager will not be responsible for means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

The Contract Manager will have authority to reject Work that does not conform to the Contract Documents. Neither the Contract Manager's authority to act under this Article, nor any decision made by him in good faith, either to exercise or not to exercise such authority, will give rise to any duty or responsibility of the Contract Manager to the Contractor, any Subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Contract Manager will not be responsible for the acts or omissions of the Contractor, or any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

26. Subcontractors

A Subcontractor is any person or entity that is performing, furnishing, supplying, or providing any portion of the Work pursuant to a contract with Contractor. Contractor will be solely responsible for and have control over the Subcontractors.

All subcontracts will:

- Require each Subcontractor to be bound to the Contractor to the same extent Contractor is bound to the Town by the terms of the Contract Documents, as those terms may apply to the portion of the Construction Work to be performed by the Subcontractor.
- Require the Subcontractor to indemnify and hold harmless the Town, its officers, agents, directors, and employees, and instrumentalities as provided in this Contract.
- Have a provision requiring Subcontractor to maintain insurance in accordance with the Contract Documents.
- Provide that the Town will be an additional insured on all insurance policies required to be provided by the Subcontractor that are required of the Contractor.
- Have a provision that neither Contractor nor such Subcontractor will have the right to require arbitration of any disputes in those cases where the Town (or its assignee) is a party.
- Have a provision that Subcontractor will promptly notify the Town (with a copy to Contractor) of any default of Contractor under the Subcontract, whether as to payment or otherwise.
- Have provisions that Subcontractor will comply with all applicable laws (including prompt payment) and the Town requirements as set forth in the Contract and maintain all files, records, accounts of expenditures for Subcontractor's portion of the Work to the standards set forth in the Contract.

Contractor will be fully responsible for all acts and omissions of its Subcontractor and of persons directly or indirectly employed by its Subcontractors and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents will create any contractual relationship between any Subcontractor and Town or any obligation on the part of Town to pay or to see the payment of any monies due any Subcontractor. Town may furnish to any subcontractor evidence of amounts paid to Contractor on account of Work performed.

Contractor will be required to comply with all Town requirements for Subcontractor utilization reports, if required.

If Contractor requires a Subcontractor to obtain performance and payment bonds, then such bonds will name the Contractor and the Town as co-obligees, will cover all warranties and guarantees of the Subcontractor, and will comply with all bond requirements under this Contract.

Contractor will require all Subcontractor agreements to include a provision that they will indemnify and hold harmless the Town, its officers, agents, directors, and employees, and instrumentalities as herein provided.

27. Worker's Identification

The Contractor's employees, who include Consultant, any Subcontractor, and/or Subconsultant, will wear an identification card or similar identification provided by the Contractor. The identification will bear the employee's picture, name, title, and name of the employer. Failure by a Contractor's employee to wear such identification may result in the individual's removal from the Work, until such time as the identification card is obtained and worn. Such removal will not act as a basis for the Contractor to submit a claim for an extension of time due to any resulting delay.

28. Removal of Unsatisfactory Personnel

The Contract Manager may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, Consultant, or any or Subconsultant or Subcontractor engaged by the Contractor to provide and perform services or Work

pursuant to the requirements of the Contract Documents. The Contractor will respond, in writing to the Contract Manager within seven (7) days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that should not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from Work assigned by Town. The Contractor agrees that the removal of any of its employees does not require the termination or demotion of said employee(s).

29. Rules, Regulations, and Licenses

The successful Contractor will comply with all laws and regulations applicable to provision of Services specified in the Contract Documents. The Contractor will be familiar with all federal, state, and local laws that may in affect the goods and/or services offered.

30. Permits, Licenses, and Impact Fees

Pursuant to the Public Bid Disclosure Act, each license, permit, or fee **REQUIRED BY THE TOWN AND PAYABLE TO THE TOWN** by virtue of this construction as part of the Contract will be paid as follows:

Town's permit fees will be paid by the Contractor and reimbursed by the Town. "Licenses, permits and fees which may be required by Miami-Dade County, the State of Florida, or other governmental entities are not "waivable" and must be paid by the Contractor. The Town will reimburse the Contractor for such licenses, permits, and fees upon being provided documentation from the applicable entity that payment(s) have been made.

Except as otherwise provided within the Contract Documents, all permits, and licenses required by federal, state, or local laws, rules, and regulations necessary for the prosecution of the Work undertaken by Contractor pursuant to the Contract Documents will be secured and paid for by Contractor. It is Contractor's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project(s) for whom a Certificate of Competency is required.

Impact fees levied by the Town will be waived and Miami-Dade County will be paid by Contractor and reimbursed by the Town. Contractor will be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to Contractor in no event will include profit or overhead of Contractor.

31. Compliance with Applicable Laws

The Contractor will comply with all applicable laws, regulations, environmental, transportation, building, and construction codes of the Federal government, the State of Florida, the County, and the Town.

32. Progress Meetings

The Town will conduct a kick-off meeting prior to the commencement of the Work under a Work order. Contractor will attend progress and coordination meetings as required by the Contract Manager to help ensure efficient and timely completion of the Work in a manner that will maximize the recovery of FEMA PA funds.

The Contractor will arrange for the participation of its Subcontractors when the Contract Manager requires their presence.

The Contractor will maintain minutes of the meeting and distribute copies of the minutes to all parties in attendance.

33. Project Site Facilities

The Contractor will arrange any facilities it may deem necessary required to perform the Work. Any request by the Contractor to locate temporary facilities on Town property will require the prior written approval of the Contract Manager.

The Contractor will furnish an adequate supply of drinking water for its personnel and its Subcontractors.

34. Security

The Contractor will have sole responsibility for the security of all for the TDSR Sites. The Town will not be liable for any damage or loss to such materials, tools, equipment and Work and the Contractor will be responsible for all loss or damage that occurs at the TDSR Sites.

35. Accidents

The Contractor will provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project duration. The Contractor will also comply with the OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50. In addition, the Contractor must report immediately to the Contract Manager every accident to persons or damage to property, and will furnish in writing full information, including testimony of witnesses regarding any and all accidents. Safety Precautions

36. Safety Precautions

Contractor will be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with its Work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees performing Work and other persons who may be affected thereby. Contractor will designate a responsible member of its organization whose duty will be the prevention of accidents.

Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and will erect and maintain all necessary safeguards for such safety and protection. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by Contractor, Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work will continue until such time as all the Work is completed and Contract Manager has issued the Contractor a notice of Final Acceptance.

Contractor must adhere to the applicable environmental protection guidelines for the duration of the Project. If hazardous waste materials are used, detected, or generated at any time, the Contract Manager must be immediately notified of each and every occurrence. The Contractor will comply with all codes, ordinances, rules, orders, and other legal requirements of public authorities (including but not limited to OSHA, EPA, RER/DERM, the Town, Miami-Dade County, State of Florida, and Florida Building Code), which bear on the performance of the Work.

If an emergency condition should develop during the Project, the Contractor must immediately notify the Contract Manager of each and every occurrence. The Contractor should also recommend any appropriate course(s) of action to the Contract Manager.

37. Resolution of Disputes

Contractor understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Contract by the Town will be submitted for resolution in the following manner.

The initial step will be for the Contractor to notify the Contract Manager in writing of the claim or dispute and submit a copy to the Town of Miami personnel identified in Section 8, Notices.

Should the Contractor and the Contract Manager fail to resolve the dispute the Contractor will submit their dispute in writing, with all supporting documentation, to the Town's Procurement Manager, as identified in Section 8, Notices. Upon receipt of said notification the Town's Procurement Manager will review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Town's Procurement Manager fail to resolve the dispute, the Contractor will submit their dispute in writing within five (5) days to the Town Manager. Failure to submit such appeal of the written finding, within five (5) days will constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the amount of compensation determined by the Town Manager's require approval or disapproval by the Town Commission the Contractor will only be entitled to seek judicial relief after:

- (i) it has first received Town Manager's written decision, approved by the Town Commission if applicable, or
- (ii) a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired where Town Manager's decision is subject to Town Council for approval; or
- (iii) Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing, in accordance with Article 1.8, Notices, within fourteen (14) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price or Contract Time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after Final Completion of the Work, the parties will participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. The mediator will be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

Contractor will continue perform the Work and provide all Services required by the Contract during the resolution of any dispute of claim made in accordance with the Contract.

38. Mediation-Waiver of Jury Trial

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the construction of a Project(s), and/or following the completion of the Project(s), the parties to this Contract agree all unresolved disputes between them will be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will share the costs of a certified Mediator on a 50/50 basis. The Contractor agrees to include such similar contract provisions with all Sub-Contractors retained for the Work, thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Contract.

39. Termination for Convenience

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor will cease all Work under the Contract and vacate the Project site.

The Contractor will, upon receipt of such notice, unless otherwise directed by the Town:

- Stop all Work on the Project on the date specified in the Notice ("the Effective Date").
- Take such action as may be necessary for the protection and preservation of the Town's materials and property.
- Cancel all cancelable orders for materials and equipment.
- Assign to the Town and deliver to the site, or any other location specified by the Contract Manager, any non-cancelable orders for materials and equipment that can not otherwise be used except for Work under the Contract and have been specifically fabricated for the sole purpose of the Work and not incorporated in the Work.
- Take no action that will increase the amounts payable by the Town under the Contract Documents; and
- Take reasonable measures to mitigate the Town's liability under the Contract Documents.
- All charts, sketches, studies, drawings, reports, and other documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor:

- For the actual cost or the fair and reasonable value, whichever is less, of (1) the portion of the Project(s) completed in accordance with the Contract through the completion date, and (2) non-cancelable material(s) and equipment that is not of any use to the Town except in the performance of the Contract, and has been specifically fabricated for the sole purpose of the Contract but not incorporated in the Work; and

- To the extent practical, the fair and reasonable value will be based on the price established as a result of the Contract. In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract.
- The amount due hereunder may be offset by all payments made to the Contractor.
- All payments pursuant to this Article will be accepted by the Contractor in full satisfaction of all claims against the Town arising out of the termination including, Further, the Town may deduct or set off against any sums due and payable under this Article any claims it may have against the Contractor.
- Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.
- All payments made under the Contract are subject to audit.

Upon the Town's payment in full of the amounts due the Contractor under this Article, the Contractor grants the Town full use of the Work and any Work Product to complete the Project and subsequently occupy the Project.

40. Event of Default

An event of default will mean a breach of the Contract or by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, will include but not limited to, the following:

- The Contractor has not performed the Work in a timely manner.
- The Contractor has refused or failed, except in case for which an extension of time is provided, to supply properly skilled staff or provided sufficient quantities of staff to perform the Work.
- The Contractor has failed to make prompt payment to Consultant, Subcontractor, Subconsultant or suppliers for any services or materials they have provided.
- The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver.
- The Contractor has failed to obtain the approval of the Town where required by the Contract.
- The Contractor has failed in the representation of any warranties stated herein.
- When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work, the Town will notify the Contractor in writing that it must, within the time frame set forth in the Town's request, provide adequate assurances and a plan of action to the Town, in writing, of the Contractor's ability to perform in accordance with the terms of the Contract Documents. In the event that the Contractor fails to provide to the Town the requested assurances within the prescribed time frame, the Town may:
 - Treat such failure as a repudiation of the Contract and/or
 - Resort to any remedy for breach provided herein or by law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.
- In the event the Town may, at its sole discretion terminate the Contract for default, the Town or its designated representatives may immediately take possession of all applicable documentation and data.
- Where the Town erroneously terminates the Contract or for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

41. Notice of Default-Opportunity of Cure

In the event that the Town determines that the Contractor is in default of their obligations under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such default, and advising the Contractor that such default must be cured within a specified time frame, or the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another Contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

42. Termination for Default

If Contractor fails to comply with any term or condition of the Contract Documents, or fails to perform any of its obligations hereunder, then Contractor will be in default. Upon the occurrence of a default hereunder which is not cured within the time specified to cure the default if one has been granted by the Town, the Town Manager in addition to all remedies available to it by law, may immediately, upon written notice to Contractor, terminate this Contract whereupon any advances for which Work has not been performed, paid by the Town to Contractor while Contractor was in default will be immediately returned to the Town. The Town Manager may also suspend any payment or part thereof or order a Work stoppage until such time as the issues concerning compliance are resolved. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination. Upon Termination for Default and the Town fully satisfying all of its obligations under this Contract the Town will have full use of the Work Product in connection with the Town's completion and occupancy of the Project.

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

- Contractor fails to obtain the insurance or bonding herein required by the Contract.
- Contractor fails to comply with any of its duties under the Contract Documents, with any terms or conditions set forth in this Contract, beyond any specified period allowed to cure such default.
- Contractor fails to commence the Work within the timeframes provided or contemplated herein or fails to complete the Work in a timely manner as required by the Contract.

Where it has been determined that the Contractor has been erroneously terminated under this Article, such termination will be deemed to have been occurred under Section 39, Termination for Convenience. The Town in its sole discretion may terminate the Contract without providing the Contractor a written notice to cure.

43. Remedies in the Event of Termination for Default

If a Termination for Default occurs, the Contractor and the bond provider will be notified of the effective date of the termination and will be liable for all damages resulting from the default, including but not limited to re-procurement costs and other direct damages.

The Contractor will stop Work as of the date of notification of the termination and immediately remove all labor, equipment, and materials (not owned or paid for by the Town) from the Work Site. The Town assumes no liability for the Contractor's failure to remove such items from the Project(s) site(s) as required.

The Contractor will also remain liable for any liabilities and claims related to the Contractor's default.

As an alternative to termination, the Town may bring suit or proceedings for specific performance or for an injunction.

44. Town May Avail Itself of All Remedies

The Town may avail itself of each and every remedy herein specifically given to it now or existing at law or in equity, and each and every such remedy will be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the Town. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy. The Town's rights and remedies as set forth in the Contract Documents are not exclusive and are in addition to any other rights and remedies in law or in equity.

45. Liquidated Damages

SECTION INTENTIONALLY REMOVED

46. Continuing the Work

Contractor will carry on the Work and adhere to the Work schedule(s) during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order, or Supplemental Work Order. The Work will not be delayed or postponed pending resolution of any dispute(s) or disagreement(s).

47. Force Majeure

Should any failure to perform on the part of Contractor be due to a condition of force majeure as that term is interpreted under Florida law, and then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or Cure.

If the Contractor is delayed in performing any obligation under the Contract Documents, due to a force majeure condition, the Contractor will request a time extension from the Town within two (2) working days of said force majeure occurrence. Any time extension will be subject to mutual Contract and will not be cause for any claim by the Contractor for extra compensation unless additional services are required. Force Majeure **does not include** inclement weather except as permitted by Florida law and may not include the acts or omissions of anyone under contract with the Contractor to perform any Work.

48. Extension of Time

Any reference in this Article to the Contractor will be deemed to include materialmen, suppliers, laborers, and Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this article.

If the Contractor is delayed at any time during the progress of the Work beyond the time stipulated in the Work Order by the neglect or failure of the Town or by a Force Majeure, then the time set forth in the Work Order will be extended by the Town subject to the following conditions:

- The cause of the delay arises after issuance of the Work Order or Notice To Proceed and could not have been anticipated by the Contractor before proceeding with the Work.
- The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed.

- The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures whether before or after the occurrence of the cause of delay.

Note: A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Contract Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous and would have resulted in a denial of the request or an approval of a lesser period of time for an Excusable Delay. Notwithstanding the above, the Contract Manager will not rescind or shorten any extension previously granted, if the Contractor acted in reliance upon the granting of such extension, and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay will be made within ten (10) days after the time when the Contractor knows or should have known of any cause for which it may claim an extension of time and will provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Contract Manager may require the Contractor to furnish such additional information or documentation, as the Contract Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Contract Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor will be obligated to continue to perform the Work required regardless of whether the Contract Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor will promptly give the Contract Manager a copy of the injunction or other orders and copies of the papers upon which the same will have been granted. The Town will be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction will be obtained and move to dissolve the same or otherwise, as the Town may deem proper.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Work Order, the making of any payment to the Contractor, the issuance of any Supplemental Work Order, or Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

49. Extension of Time not Cumulative

In case the Contractor will be delayed for any period of time by two or more of the causes mentioned in Article 1.46, Extension of Time, the Contractor will not be entitled to a separate extension for each one of the causes; only one period of extension will be granted for the delay.

50. Contractor's Damages for Delay

No claim for damages or any claim, other than for an extension of time, will be made or asserted against Town by reason of any delays except as provided herein. Contractor will not be entitled to an increase in the fee under a Work Order or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision will not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of Town. Otherwise, Contractor will be entitled only to extensions of the time for completion of the Work under a Work Order as the sole and exclusive remedy for such resulting delay.

Except as may be otherwise specifically provided for in the Contract Documents, the Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives (whether it is an Excusable Delay or otherwise) and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete the performance of the Work under a Work Order.

51. Notification of Claim

Any claim for a change in the time for the completion of the Work under a Work Order or the maximum fee stipulated in a Work Order will be made by written notice by Contractor to the Procurement Manager, with a copy to the Contract Manager, within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation will be provided to the Procurement Manager unless the Procurement Manager allows an additional period of time, in writing, to ascertain more accurate data in support of the claim and such notice will be accompanied by the Contractor's written notarized statement that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims for changes in a Work Order's time for completion or fee will be determined by the Procurement Manager in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes will be waived if not submitted in strict accordance with the requirements of this Article.

The Work Order timeframe for completion will be extended in an amount equal to time lost on the Work items due to delays beyond the control of, and through no fault or negligence of the Contractor if a claim is made as provided in this Article.

52. Loss & Damage to Property

Contractor will accept full responsibility for Work against all losses or damages of whatever nature resulting directly or indirectly from the performance of the Work, and will promptly make all necessary repairs or replacements, at no additional cost to the Town, to the satisfaction of the Town's Contract Manager, any Work, private property, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

53. Stop Work Order

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to sixty (60) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of sixty (60) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

- Cancel the Stop Work Order; or
- Terminate the Work covered by such order as provided in Section 37, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor will resume the Work without compensation to the Contractor for such suspension other than extending the time for Substantial Completion to the extent that, in the opinion of the Contract Manager, the Contractor may have been delayed by such suspension. In the event the Project Manager determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time as a result of the issuance of a Stop Work Order.

54. Cleaning Up; Town's Right to Clean Up

Contractor will remove any waste materials and rubbish it generates in the performance of the Work as well as its tools, equipment, machinery, and surplus materials upon completion of the Work. If Contractor fails to clean up during the prosecution of the Work or at the completion of the Work, the Town may do so, and the cost thereof will be charged to Contractor. If a dispute arises between Contractor and separate contractor as to their responsibility for cleaning up, Town may clean up and charge the cost thereof to the Contractor as the Contract Manager will determine to be just.

55. Removal of Equipment and Materials

In case of termination of this Contract before completion for any cause whatsoever, Contractor, if notified to do so by Town, will promptly remove all of its equipment and supplies from the property of Town. If the Contractor does not comply with Town's order, the Town will have the right to remove such equipment and supplies at the expense of Contractor.

56. Setoffs, Withholdings, and Deductions

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

- Any amount of any claim by a third party.
- Any Liquidated Damages, and/or
- Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

57. Independent Contractor

The Contractor is engaged as an independent business and agrees to perform Work as an independent Contractor. In accordance with the status of an independent Contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

The Contractor's staff will not be employees of the Town, and the Contractor alone will be responsible for their Work, the direction thereof, and their compensation and benefits of any kind. Nothing in the Contract will impose any liability or duty on the Town on account of the Contractor's acts, omissions, liabilities or obligations of those of any person, firm, company, agency association, corporation, or organization engaged by the Contractor as a Subcontractors, Subconsultants, expert, consultant, independent Contractors, specialist, trainee, employee, servant or agent or for taxes of any nature, including, but not limited to: unemployment insurance; worker's compensation and anti-discrimination, or workplace legislation of any kind. The Contractor hereby agrees to indemnify and hold harmless the Town against any such liabilities, even if they arise from actions directed or taken by the Town.

58. Third Party Beneficiaries

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract.

59. Successors and Assigns

The performance of this Contract will not be transferred pledged, sold, delegated, or assigned, in whole or in part, by the Contractor without the written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

Any transference without Town approval will be cause for the Town to nullify this Contract. Any assignment without the Town's consent will be null and void. The Contractor will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed assignee and the execution of an assignment/ assumption Contract in a form satisfactory to the Town Attorney as a condition precedent to considering approval of an assignment.

The Contractor and the Town each binds one another, their partners, successors, legal representatives, and authorized assigns to the other party of this Contract and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Contract.

60. Materiality and Waiver of Breach

Town and Contractor agree that each requirement, duty, and obligation set forth in this Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof.

Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

61. Severability

In the event the any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision will be made within seven (7) days after the finding by the court becomes final.

62. Applicable Law and Venue of Litigation

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same will lie in Miami-Dade County, Florida.

63. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Town Manager, Director, or designee.

64. Entire Contractor

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations, or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

65. Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act

Contractor will not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. Contractor will affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by Town, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor will take affirmative steps to ensure nondiscrimination in employment against disabled persons.

Contractor's decisions regarding the delivery of services under the Contract Documents will be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

In the event of noncompliance by Contractor, Consultant, Subconsultant or Subcontractor, payment may be withheld, or the contract may be canceled in whole or in part.

Contractor has an EEO policy that prohibits discrimination and provides for affirmative action in employment practices. The Contractor will adopt the following statement as his operating policy:

“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 will 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, pre-apprenticeship, and/or on-the-job training.”

Contractor agrees to apply a good faith effort to eliminate past and present discrimination and to ensure that future discriminatory practices do not occur.

Contractor will have a designated EEO Officer who has the responsibility and authority to administer the Contractor’s EEO program.

All of the Contractor’s employees who have an active role in the hiring, supervision, or advancement of employees will be made aware of and instructed to implement the EEO policy. In addition, employees, including applicants and potential employees, will be informed of the Contractor’s EEO policy through posted notices, posters, handbooks, and employee meetings.

The Contractor will not discriminate in his recruitment practices and should make an effort to identify sources of potential minority and women employees.

Contractor is required to periodically review project sites, wages, personnel actions, etc., for evidence of discriminatory treatment. The Contractor is to promptly investigate all alleged discrimination complaints.

Contractor is required to advise employees and applicants of training programs available and to assist in the improvement of the skills of minorities, women, and applicants, through such programs.

The EEO policy also pertains to Contractor’s selection of subcontractors, including material suppliers and equipment leasing companies.

66. Royalties and Patents

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

67. Documentation

The Contractor will maintain and will require that its Subcontractor(s) and suppliers maintain complete and accurate records to substantiate compliance with the requirements set forth in the Contract. Records and documents must be maintained in a kept and maintained in a manner that helps ensure FEMA PA reimbursement.

68. Review of Records

Town and its representatives will have the right to audit, inspect and copy, at Town’s expense, the books and records and accounts of Contractor which relate in any way to the Project and to any claim for additional compensation made by Contractor, and to conduct an audit of the financial and accounting records of Contractor which relate to a Project and to any claim for additional

compensation made by Contractor including but not limited to all payroll records, invoices for materials, and books of accounts. Such records will conform to Generally Accepted Accounting Principles requirements (GAAP) and will only address those transactions related to the Contract.

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, will be kept in accordance with such statute. Otherwise, Contractor will retain and make available to Town all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of five (5) years following Final Completion of the Project.

If an audit inspection or examination in accordance with this Article discloses overcharges in excess of one percent (1%) except negotiated fees by the Contractor's to the Town, the actual cost of the Town's audit will be paid by the Contractor's. If the audit discloses contract billing or charges to which Contractor's is not contractually entitled Contractor's will pay over to the Town said sum within twenty (20) days of receipt of a written demand unless otherwise agreed to by both parties in writing.

69. No Interest

Any monies not paid by Town when claimed to be due to Contractor under the Contract Documents, including, but not limited to, any and all claims for damages of any type, will not be subject to interest including, but not limited to prejudgment interest. However, the provisions of Section 218.74(4), Florida Statutes as such relates to the payment of interest, will apply to valid and proper invoices.

70. Payments Related to Guaranteed Obligations

The Town may withhold from any payments to be made such sums as may reasonably be necessary to ensure completion of the Project with respect to defective Work, equipment or materials which may be identified by the Contract Manager.

The Town may deduct from any payment due the Contractor an amount equal to its cost incurred on account of the Contractor's failure to fully perform its obligations under the Contract.

The Contract Manager, prior to withholding or deducting any monies hereunder, will give the Contractor notice of the defective Work, equipment or material and the basis for the withholding or deduction.

Upon the Contract Manager's determination that the Contractor has fulfilled its obligations, the Town will pay the Contractor any monies owed, subject to Contractor's submission of, or compliance with, any remaining documentation or obligation, as the case may be, in accordance with the Contract Documents.

71. Consent of Town Required for Subletting or Assignment

If the Contractor assigns, transfers, sublets, or otherwise disposes of the Contract or its right, title, or interest in or to the same or any part thereof without the previous consent in writing of the Town, such action will be an Event of Default. Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent, or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

72. Contract Limiting Time in Which to Bring Action Against the Town

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action will be commenced within six (6) months after the date of issuance of a final

payment under the Contract, or if final payment has not been issued within six (6) months of substantial completion of the Work or upon any claim relating to monies required to be retained for any period after the issuance of the said certificate, unless such action is commenced within six (6) months after such monies become due and payable under the terms of the Contract Documents, or if the Contract is terminated or declared abandoned under the provisions of the Contract unless such action is commenced within six (6) months after the date of such termination or declaration of abandonment by the Town.

73. Defense of Claims

Should any claim be made, or any legal action brought in any way relating hereto or to the Work hereunder, except as expressly provided herein, the Contractor will diligently render to the Town, after additional compensation is mutually agreed upon, any and all assistance which the Town may require of the Contractor.

74. Availability of Funding

Funding for this Contract is contingent on the availability of funds and continued authorization for program activities and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

75. Mutual Obligations

This document, change order, field directive, and written clarifications issued under the Contract, and the Contractor's submittals, will constitute the Contract Documents between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by their duly authorized representatives.

Nothing in the Contract will be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where the Contract Documents imposes an indemnity obligation on the Contractor, the Town, may at its expense, elect to participate in the defense of the claim if the Town should so choose. Furthermore, the Town may, at its own expense, defend or settle any such claim if the Contractor fails to diligently defend such claim, and thereafter seek indemnity for such cost from the Contractor.

76. Nature of the Contract

The Contractor will provide the services set forth in the Contract Documents. The Contractor will provide full and prompt cooperation with the Town in all aspects of the Work to be performed.

The Contractor acknowledges that the Contract Documents require the performance of all things necessary for or incidental to the effective management and performance of a Project(s). All things not expressly mentioned in the Contract Documents, but necessary to carrying out its intent are required by the Contract Documents, and the Contractor will perform the same as though they were specifically mentioned, described, and delineated.

The Contractor will furnish all labor, materials, tools, supplies and other items required for the completion of the Contract. All Work will be accomplished at the direction of and to the satisfaction of the Contract Manager.

77. Contract Documents Contains all Terms

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other Contract, oral or otherwise, regarding the subject matter of the Contract Documents will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

78. Survival

The parties acknowledge that any of the obligations in the Contract Documents will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Town under the Contract, which by nature would continue beyond the termination, cancellation, or expiration thereof, will survive termination, cancellation, or expiration thereof.

79. Joint Preparation

Preparation of this Contract has been a joint effort of the Town and Contractor and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

80. Nondisclosure

To the extent allowed by law, Contractor agrees not to divulge, furnish or make available to any third person, firm or organization, without Director or designee's prior written consent, or unless incident to the proper performance of the Contractor's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Contractor hereunder, and Contractor will require all of its employees, agents, Subconsultants and Subcontractors to comply with the provisions of this paragraph.

81. Truth-In-Negotiation Certificate

By executing the Contract, the Contractor certifies that wage rates and other factual unit costs supporting the cost of the Work performed under the Contract are accurate, complete, and current at the time of award. The total Contract payments thereto will be adjusted to exclude any significant sums by which the Town determines the Contract Price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. All such price adjustments will be made within 1 year following the end of the Project.

END OF SECTION

SECTION B: SCOPE OF SERVICES

1. Scope of Work

The Town is contracting for the services of debris monitor(s) to support the overnight and management of debris recovery contractors. The Contractor will also provide a range of related services including truck certification, monitoring debris recovery and disposal services, damage assessment, training, emergency planning, and other services as needed or as requested by the Town. Other services may include facilitating communications and assistance with reporting requirements with FEMA, FHWA, the State of Florida and other federal agencies, and coordination with state and Town insurance representatives.

The RFP the Town issued and the Contractor's RFP Proposal, which are incorporated into and made part of this Agreement contain additional details on the Scope of Services to be provided.

The decision to issue a Work Order to initiate the Contractor's Services will be determined on an Event-by-Event basis and is dependent upon factor such as the amount and extent of the debris to be removed.

The Scope of Services as stated in Section B of RFP 2023-08 are hereby incorporated into and made part of the contract.

END OF SECTION

SECTION C: FEDERAL PROVISIONS

1. 2 CFR Part 200

- a. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- c. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- d. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. **The Davis-Bacon Act requirements do not apply to this solicitation.**
- e. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under

40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- f. **Rights to Inventions Made Under a Contract or Agreement.** If the federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- g. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the EPA.
- h. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- i. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- j. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in

- connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the non-federal award.
- k. Procurement of recovered materials, see § 200.322.
 - l. Right to audit Contractor's books, documents, papers, and records. see § 215.48(d),

2. Public Assistance Program and Policy Guide

The Contractor is bound by and must comply with the requirements of the June 2020 Public Assistance Program and Policy Guide Version 4, as amended from time to time, hereby incorporated by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST

(DebrisTech, LLC)



Signature



Signature

~~Debra McCormick, Business Manager~~
Print Name, Title

Brooks Wallace, President
Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Firm's Secretary

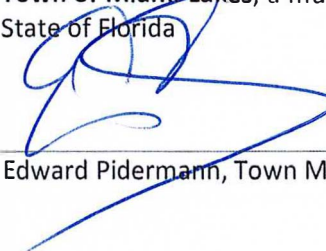
(Affirm Firm's Seal, if available)

ATTEST:



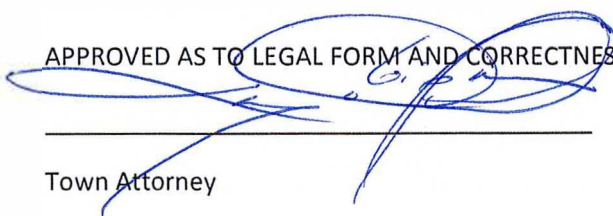
Gina Inguanzo, Town Clerk

Town of Miami Lakes, a municipal corporation of the State of Florida



Edward Pidermann, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:



Town Attorney

CERTIFICATE OF AUTHORITY

I HEREBY CERTIFY that at a meeting of the Board of Directors of DebrisTech, LLC, a corporation organized and existing under the laws of the State of MS, held on the 3rd day of April, 2020, a resolution was duly passed and adopted authorizing (Name) Brooks Wallace as (Title) Manager of the corporation to execute agreements on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation.

I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of June, 2023.

Secretary: [Signature]
Print: Brooks Wallace

NOTARIZATION

STATE OF Mississippi)
) SS:
COUNTY OF Pearl River)

The foregoing instrument was acknowledged before me this 15th day of June, 2023, by Brooks Wallace, who is personally known to me or who has produced — as identification and who (did / did not) take an oath.

[Signature]

SIGNATURE OF NOTARY PUBLIC
STATE OF ~~FLORIDA~~ Mississippi

Debra McCormick
PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC



SECTION D: PRICE SCHEDULE



DEBRISTECH

RFP NO. 2023-08

DISASTER DEBRIS MONITORING SERVICES

Due: Wednesday, March 8, 2023 at 11:00 AM



PRICE PROPOSAL

Prepared by:
DebrisTech, LLC
923 Goodyear Blvd
Picayune, MS 39466

Contact:
Brooks Wallace, P.E.
601-658-9598
brooks@debristech.com

Real-Time Data. Real-Time Recovery.

www.DebrisTech.com



**Town of Miami Lakes
Disaster Debris Monitoring Services
RFP 2023-08**

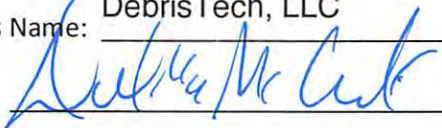
Price Proposal Form

Key Personnel			
Position	Estimated Hours	Hourly Rates	Total
Project Manager	70	\$85.00	\$5,950.00
TDSR Monitors	220	\$42.00	\$9,240.00
Operations Manager	190	\$75.00	\$14,250.00
FEMA Reimbursement Manager	50	\$125.00	\$6,250.00
Scheduler/Expeditor	40	\$1.00*	\$40.00
TDSR Security	75	\$36.00	\$2,700.00
Field Supervisor	800	\$42.00	\$33,600.00
Field Monitors	430	\$42.00	\$18,060.00
Environmental Specialist/Consultant	10	\$55.00	\$550.00
GIS Specialist/Computer Analyst	10	\$55.0	\$550.00
Data Entry Clerk (Paper ticket back-up if needed)	20	\$1.00*	\$20.00
Data Manager	10	\$55.00	\$550.00
Administrative Support	20	\$1.00*	\$20.00
Environmental Field Technician	10	\$55.00	\$550.00
Operations Specialist	10	\$1.00*	\$10.00
Engineer/Scientist/Professional	10	\$1.00*	\$10.00
Data Support Personnel		\$1.00*	\$1.00
TOTAL			\$92,351.00

***These rates are for positions with responsibilities that are absorbed by the management position or are performed at no charge to the client.**

Aerial Photographs			
	Estimated Hours	Unit Price	Total
Aerial Photo Package (one flight & five photograph	2	\$150.00	\$300.00
Photograph Copies (per duplicate of original photo)	6	\$5.00	\$30.00
Additional Photographs (per photo, same flight, same location, different view)	5	\$5.00	\$25.00
Additional Location (one photo, same flight, different location)	5	\$10.00	\$50.00
TOTAL			\$
GRAND TOTAL (Key Personnel Total and Aerial Photographs Total)			\$92,756.00

Proposer's Name: DebrisTech, LLC

Signature: 

Print Name: Debra McCormick



DEBRISTECH



CONTACT US

DebrisTech.com

601-658-9598

923 Goodyear Blvd, Picayune, MS 39466

SECTION E: CONTRACTOR'S PROPOSAL



DEBRISTECH

RFP NO. 2023-08

DISASTER DEBRIS MONITORING SERVICES

Due: Wednesday, March 8, 2023 at 11:00 AM



Prepared by:
DebrisTech, LLC
923 Goodyear Blvd
Picayune, MS 39466

Contact:
Brooks Wallace, P.E.
601-658-9598
brooks@debristech.com

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March 8, 2023

Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

RE: RFP No. 2023-08
Disaster Debris Monitoring Services

To the Selection Committee Members of
the Town of Miami Lakes,

DebrisTech, LLC, is a full-service debris monitoring firm built upon a foundation of experience, knowledge, and technology. DebrisTech's team possesses proven experience in aiding entities in receiving their **maximum reimbursement from FEMA**. Our management team comes to the table with a combined experience of over half a century of working with FEMA, disasters, and debris removal monitoring. We believe that DebrisTech is the best debris monitoring choice for the following reasons:

RECENT, SCALABLE EXPERIENCE: DebrisTech has provided debris monitoring services in response to hundreds of contract activations across the United States and Puerto Rico. These range from smaller projects following localized storms to massive multi-county projects following wide-spread natural disasters, including Hurricane Ian (2022), Kentucky Tornadoes (2021), Oklahoma Ice Storms (2020), and Iowa Derecho (2020). DebrisTech has responded to every contract activation and has never failed to respond within 24 hours to a contract activation since its formation.

INDUSTRY-LEADING, COST-SAVING TECHNOLOGY: DebrisTech has the most innovative, advanced, and user-friendly Automated Debris Management System (ADMS) in the industry. ADMS reduces human error and restricts potentially fraudulent activities which are associated with paper ticket systems. DebrisTech continues to set the standard with upgraded features that lead to significant client savings. This technology results in **faster** project obligation from FEMA and **faster** reimbursement from recipients of federal funds.

DebrisTech's ADMS features allow our Supervisors and Managers to oversee debris operations in real-time and provide immediate feedback to debris monitors. Transparency is an integral feature of any monitoring process having multiple components and large-scale debris operations can have thousands of components daily. FEMA requires the Applicant to monitor all contracted debris operations to ensure the quantities and work claimed are accurate and eligible. DebrisTech's



ADMS is structured so that data is entered once and populates all required documents needed from project obligation to closeout. Supplemental documentation is captured and available as needed to support claimed costs. For instance, pictures are taken of every load coming in and out of dump sites, these pictures are available but not required by FEMA. Other unique features are located in the **Industry-Leading Reports** section.

SIMPLE, COMPETITIVE PRICING: DebrisTech's pricing structure is simple and straightforward. Since data is entered a single time and populates all required and supplemental documentation, it is DebrisTech's preference to only bid on field positions utilized in debris monitoring operations. Positions that have non-operational functions, such as Data Entry Clerks or Administrative Assistants, are not billed for as these positions' functions are embedded into DebrisTech's ADMS. An ADMS that is truly automated will not require these positions to be filled and all administrative support functions are absorbed by DebrisTech and not passed along to clients.

REAL-TIME DATA, FIRST-CLASS SERVICE: All of our data is accessible by our clients in real-time, giving you essential and timely information as you oversee this contract. By building a company solely focused on debris removal monitoring, we are able to provide you with our full and undivided attention. Please don't hesitate to contact me directly as the main point of contact and authorized negotiator for this proposal either by phone: **601-916-1113**, or by email: **brooks@debristech.com**.



Thank you for your consideration,



Brooks R. Wallace, P.E.
Founder and Managing Principal



DEBRISTECH e-Ticket 001206810
Truck Num: 00009113
Project: December 2021 Tornado Debris Removal
Prime: Ashbritt
Sub: County Waste
Owner: County waste
Contract: Road: Debris Type: C & D
Zone: Dawson Springs
Road: CS-2011
Transit Time: 14:32
Haul(d)*: 6.2
Haul(r)*: 8.4
% Full: 75
Capacity (CY): 74
Pay (CY): 55.5
Load Info: Time: 16:30:28 Date: 3/15/22
Measurement Info: Time: 7:02:36 Date: 3/16/22
Disposal Info: Time: 7:25:23 Date: 3/16/22
Loc: 37.1683, -87.6956
Loc: 37.1708, -87.5827
Loc: 37.1708, -87.5828
Site ID: RIAFDS
Site ID: RIAFDS
Site ID: RIAFDS
Mon: Joseph James Gray
Mon: Jacob Michael Todd
Mon: CHRISTOPHER ALLEN
www.DebrisTech.com *direct, 0 route in miles, Truck Route Distance Provided by ArcGIS.com



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1. Company Declaration



DEBRISTECH



Company Profile and Declaration

DISASTER DEBRIS MONITORING SERVICES

Solicitation Name: _____

Solicitation Number: 2023-08

Submitted By: DebrisTech, LLC
(Respondent Firms' Legal Name)

(Respondent D/B/A Name, if used for this Project)

Debra McCormick, Business Manager
(Name and Title of Officer Signing the Submittal for the Respondent)

(Contact Name, if different from Officer)

923 Goodyear Blvd
(Street Address)

Picayune, MS 39466
(City/State/Zip Code)

Debra@debristech.com 601-658-9598
(Email Address) (Phone Number)

Declaration

I, Debra McCormick hereby declare that I am the

Print Name

Business Manager of DebrisTech, LLC

Title Name of Company

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFP are, to the best of my knowledge, true, accurate, and complete as of the submission date.



The Respondent further certifies as follows:

1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes;
2. Respondent has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, terms and conditions, and any other requirements of the RFP Documents;
3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP;
5. Respondent certifies that it meets the minimum qualification requirements set forth in the RFP.
6. Respondent is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices;
7. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFP to independently verify the information provided in the Submittal;
8. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
9. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFP;
10. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
11. Respondent has had no contact with Town personnel regarding the RFP, the Project or evaluation of Submittals in response to this RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
12. The pricing, rates or fees proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law,



the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;

13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in Pearl River County, State of Mississippi on 20²³.


Signature

Debra McCormick

Print Name

Subscribed and sworn to before me this 24th day of February, 2023.

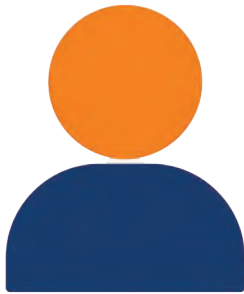

Signature

Herman L. Dungan, IV

Print Name



(Notary Seal/Stamp)



2. Executive Summary



DEBRISTECH



COMPANY INFORMATION

DebrisTech, LLC provides debris monitoring services to clients across the United States. Since 2005, our team has served every level of government in response to *more than 70 federally declared disasters* across the country and has never had a contract terminated for failure to perform. Our office in Tallahassee, FL will serve as the primary office location for this contract.

DebrisTech has demonstrated a wide-range of special disaster recovery program management services, including: monitoring of private property/right-of-entry (ROE) work, waterway/marine debris clean-up, sand recovery/beach remediation, hazardous tree/limb removal, hazardous material removal, vessel and vehicle recovery, data management, contracting/invoice reconciliation, and FEMA appeals assistance.

DebrisTech is a Limited Liability Company. Its Principals are: Brooks Wallace, Les Dungan, Jeff Dungan, Ryan Holmes and Lee Mock. DebrisTech's primary point of contact for this contract will be Buck Dickinson (based in Tallahassee, FL). Mr. Dickinson serves as a Regional Manager and our Public Assistance Director.

Organization Profile

When a major disaster strikes, it is critical that response and recovery efforts be carried out quickly, safely, and efficiently. Since 2010, our Automated Debris Management System has provided real time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Debris Removal Monitors, equipped with our tracking devices, keep a bullet-proof digital record from cradle-to-grave. Modeled after proven debris monitoring methods, DebrisTech replaces hand written tickets with real-time data collection devices, raising the bar for documentation and security. Built-in automated fraud detection and audit tools reduce the risk of fraudulent activities and minimize the potential of costly de-obligations.

Our system can also provide agencies such as FEMA or the Inspector General real-time access to this data. This access allows auditors to begin their task early, meaning *quicker reimbursement and recovery*. DebrisTech takes pride in cultivating personal, lasting relationships with our clients. DebrisTech is committed to providing the attention and service that is second to none. Our trained professionals have extensive experience in critical areas necessary for excellent debris monitoring management.



PROCUREMENT

RESPONSE

Within 24 hours of notification, DebrisTech will provide adequate number of professionals and qualified personnel to monitor all debris loading sites and debris management sites. DebrisTech will increase its staffing from this point depending on the amount of removal equipment provided by the removal contractor. Major increases to the debris or monitoring staff will be disclosed to the client's designated debris manager.

PROCUREMENT

We are prepared to assist in the procurement process for the debris removal contractor by providing RFP templates and proposal evaluation assistance. DebrisTech's Debris Monitoring System Documentation will verify to FEMA that your debris removal operations are eligible for reimbursement, costs are reasonable, contract and procurement processes are appropriate, quantification of the debris is accurate, and the tracking of the debris to its final disposition is recorded and in absolute compliance with all regulatory requirements.



OPERATION

Debris removal monitoring is a very engaged process requiring focus and understanding of many areas of operation and federal guidelines. DebrisTech fully understands that these areas include:

- Understanding of removal contracts and reimbursements
- Accurate and objective estimation of debris quantities
- Understanding of all phases of debris management operations
- Knowledge of loading sites, DMSs, and final disposition sites
- Accurate differentiation of debris types
- Adherence to and understanding of site safety procedures
- Effective and efficient communication
- Experience and knowledge of construction machinery

DebrisTech has expertise in all of these critical areas of operation.



CONTRACT MANAGEMENT

PLANNING

Before a disaster, DebrisTech helps the Client with its Debris Management Plan to ensure it meets FEMA regulations. We act as advisors to the Client to maximize its return with FEMA. Our services in the planning stages will be at **NO COST** to the Client. The planning stage is a service DebrisTech provides as the Client's Monitoring Firm. With our ADMS, you have 24/7 access to the database that provides real-time updates on the progress of the Cleanup.

CONTRACT MANAGEMENT

DebrisTech is eligible to respond to this request for proposals based on experience acquired from providing debris monitoring services in response to more than 150 contract activations across 16 states and the commonwealth of Puerto Rico since 2010. DebrisTech, LLC certifies that it has never had any contract cancelled since formation in August of 2010.

ACCOUNTING SYSTEMS

The DebrisTech Automated Debris Management System provides accurate accounting for all loads and detailed information on stumps and leaning trees. A barcode application tool is provided to attach a unique barcode to each tree surveyed. A digital photo, GPS coordinates, timestamp, tree/stump size, inspector ID are collected with that barcode at three critical points of the removal process.

- When originally surveyed and marked for removal
- When loading for transport to the Disposal Site
- When offloaded at the Disposal Site

A unique truck/trailer barcode scanned at the loading and offloading points provides additional information.





FEMA REIMBURSEMENT

DebrisTech has operated as a trusted contractor who operates as a partner with its clients to respond immediately to a disaster. We strive to provide the highest quality of services even during immediate activations through a project. Our staff has experience with hiring over 10,000 monitors across more than 125 contract activations in the last 12 years. Every DebrisTech manager and associate understands our primary role is to thoroughly document the removal of eligible storm debris in a concerted effort to maximize the reimbursement of funds from FEMA.

FEMA Compliance

DebrisTech monitors the debris removal process from site loading to disposal with electronic tracking ensuring FEMA compliance. Accurate documentation of debris removal and disposal operations and eligible associated costs is essential for any and all grant reimbursements from FEMA. DebrisTech's Debris Monitoring System Documentation will verify to FEMA that your debris removal operations are eligible for reimbursement, costs are reasonable, contract and procurement processes are appropriate, quantification of the debris is accurate, and the tracking of the debris to its final disposition is recorded and in absolute compliance with all regulatory requirements. Our debris monitors understand FEMA policies and guidelines, including eligibility issues and specifically those relating to debris. However, each disaster is unique and we will work with you and FEMA to develop any specific protocols necessary for your particular situation.



Invoicing and Contractor Invoice Reconciliation

DebrisTech conducts a thorough review and reconciliation of the contractor(s) invoices submitted to the applicant. The DebrisTech, FEMA certified truck certification forms, and debris ticket database are used to verify each load billed by the contractor. The review includes a review of the collection date, time, and location from the removal location and the measurement and disposal locations. DebrisTech also compares the volume/weight of every load from the invoice with our digital recorded records. After review, DebrisTech submits the finalized invoice with a recommendation for payment to the Client. The recommendation includes a letter from the principal summarizing the reconciliation, including discrepancies addressed, and copies of the invoice recommended for payment.

State of Florida

Department of State

I certify from the records of this office that DEBRISTECH, LLC is a Mississippi limited liability company authorized to transact business in the State of Florida, qualified on May 18, 2016.

The document number of this limited liability company is M16000003962.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on March 29, 2022, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eleventh day of April, 2022*




Secretary of State

Tracking Number: 1570139623CU

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

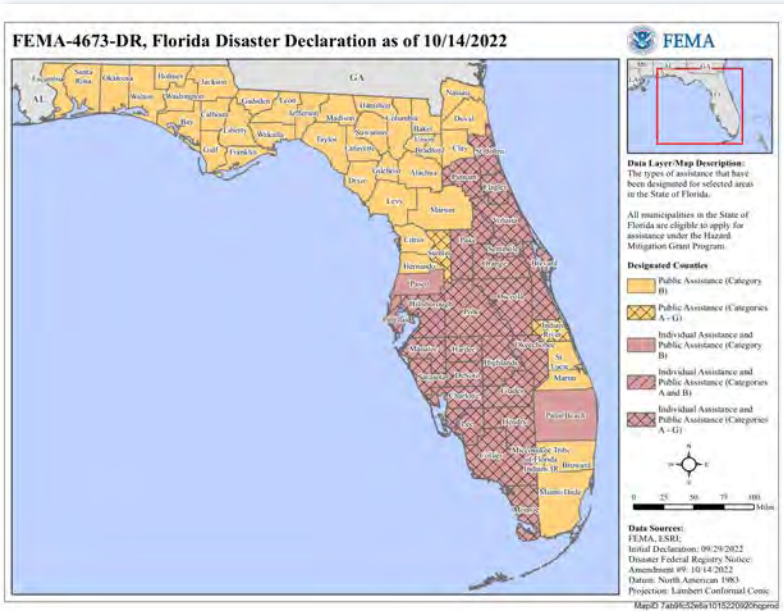


3. Qualifications and Experience of the Proposer



DEBRISTECH

HURRICANE IAN (DR-4673-FL)



i. DebrisTech has recent experience demonstrating current capacity and current expertise in debris monitoring of solid waste, liquid waste, and hazardous waste management and disposal. In response to Hurricane Ian DebrisTech met all its own contractual obligations and contracted with Landfall Strategies to fulfill their obligation across the state of Florida. During this recovery process the DebrisTech ADMS was used to document the removal of nearly 750,000 cy of debris and track the hours of 200+ monitors.

DT154 - City of Longwood - 18,795 CY Greg Kirby, Purchasing Manager, gkirby@longwoodfl.org

DT155 - City of Punta Gorda - 224,056 CY Bryan Clemons, Public Works, bclemons@cityofpuntagordafl.com

DT156 - City of Arcadia - 115,139 CY Steve Underwood, Public Works, sunderwood@arcadia-fl.gov

DT157 - Hardee County - 308,453 CY

DT158 - City of Rockledge - 362 CY

DT159 - Town of Longboat Key - 29,510 CY Kari Kennedy, Procurement Manager kkennedy@longboatkey.org

DT160 - City of Holmes Beach - 10,347 CY Matt McDonough, Development Sv, bdadministrator@holmesbeachfl.org

DT161 - City of St. Augustine - 6,267 CY

DT162 - Indian River County - 11,996 CY Richard Szpyrka Public Works Director, rszyrka@ircgov.com

DT163 - Glades County - 8,992 CY Marrisia Shiver EM Director, mshiver@myglades.com



BUCK DICKINSON, Public Assistance

bdickinson@debristech.com

ii. DebrisTech personnel has Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes. Buck Dickinson is the Public Assistance Director at DebrisTech. He comes with a wealth of experience in all aspects of debris management. His previous experience in emergency management spans every aspect of Public Assistance. As State Public Assistance Officer for the Florida Division of Emergency Management he led teams comprised of state and private sector consultants for all open events in the State of Florida. Buck has experience in the disaster declaration process, project development, programmatic compliance, project and event closeout and facilitating efficient communication between applicants, state entities, and FEMA. His contribution to DebrisTech will provide clients with a subject matter expert of the entire Public Assistance program, with an emphasis on ensuring accurate project obligation to closeout. Buck brings a solution-based perspective to project's unique issues resulting in clients gaining program knowledge which prepares them for future events.

Experience

DebrisTech, LLC

Public Assistance Director - 2022 - Present

Florida Division of Emergency Management

State Public Assistance Officer - 2019 - 2022

Programmatic Review Team Lead - 2018 - 2019

Public Assistance Coordinator - 2007 - 2010

Wheeler EMC

Emergency Management Consultant - 2016 - 2018

ER Asisst

Project Manager - 2012 - 2016

O'Brien's Response Management | BP Oil Spill

Florida Lead Scheduler - 2010 - 2012

Education

Florida State University

Bachelor of Science, Political Studies

Grant Experience

4486 – FL – COVID Pandemic (2020)

4468 – FL – Hurricane Dorian (2019)

4337 – FL – Hurricane Irma (2018)

4283 – FL – Hurricane Matthew (2017)

4280 – FL – Hurricane Hermine (2016)

4205 - MS - Tornado (2014)

4177 - FL - Severe Storms (2014)

4138 - FL - Severe Storms (2013)

4068 - FL - TS Debby (2012)

4084 - FL - Hurricane Isaac (2012 - 2012)

BP Oil Spill (2010 - 2010)

1840 - FL - 2009 Northeast Florida (2009)

1831 - FL - North Florida Flooding (2009)

3293 - FL - Hurricane Ike (2008)

1785 - FL - Tropical Storm Fay (2008)

3288 - FL - Tropical Storm Fay (2008)

1806 - FL - Hurricane Gustav (2008)

1679 - FL - Severe Storms (2007)

1604 - MS - Hurricane Katrina (2005)

1609 - FL - Hurricane Wilma (2005)

1602 - FL - Hurricane Katrina (2005)

1595 - FL - Hurricane Dennis (2005)

1551 - FL - Hurricane Ivan (2004)

1545 - FL - Hurricane Frances (2004)

1539 - FL - Hurricane Charley (2004)

1561 - FL - Hurricane Jeanne (2004)

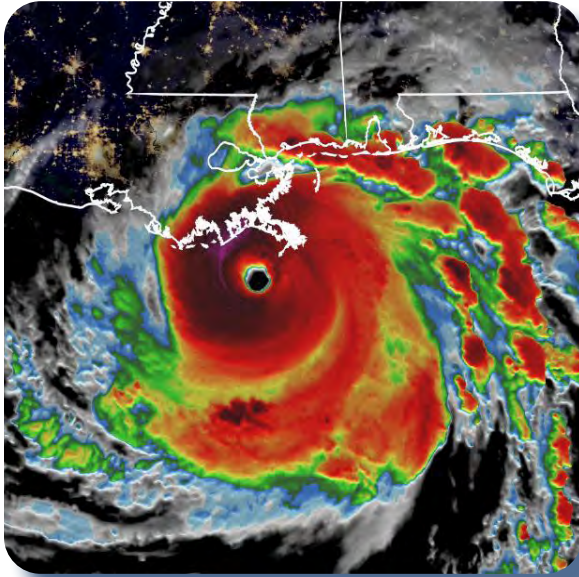
Professional Certifications

Advanced Professional Series in Emergency Management

Professional Development Series in Emergency Management

50+ FEMA Courses

HURRICANE IDA (DR-4611-LA)

**DT117 - City of Kenner, LA***Sep - Dec 2021**327,000 CY+*

Chad Pittfield, EM Response Team Lead

504-638-8949

DT118 - St. Charles Parish*Sep 2021-Aug 2022**1,700,000 CY+*

Chandra Sampey, Contract Administrator

985-783-5102

DT119 - City of Baker, LA*Sep - Nov 2021 1**13,000 CY+*

Darnell Waites, Mayor

225-615-4194

iii. DebrisTech has recent experience managing and monitoring incident disaster debris collection operations including, but not limited to damage assessment, Right-of-Way debris removal programs, leaner/hanger leaner/hanger removal programs, processing site monitoring, and FEMA reimbursement.

In September 2021, Hurricane Ida landed on the southeast coast of Louisiana. This Category 4 hurricane left hundreds of thousands without a home and millions without power, water and other basic amenities. DebrisTech provided debris monitoring services to all of our clients affected by the hurricane and maintained existing level of services to our clients navigating their own recovery scenarios at the time of this disaster. Hurricane Ida provided our teams a unique opportunity to respond to a natural disaster with our mobile command centers. All of southeast Louisiana was without power and the utilities. These circumstances required the deployment of 4 mobile command centers, 5 generators, 2,500 gallon containers for fuel and water, 200 ADMS devices, and 2 recruiting teams that hired and trained more than 200 local debris monitors.

In St. Charles Parish our team monitored debris removal operations for the Parish, the Parish's **drainage system and waterways**, and the Parish School District. In the cities of Baker and Kenner we monitored debris removal from the right-of-way. These clients have received documentation for the removal of more than 1,000,000 cubic yards of eligible debris.



PAST PROJECTS

EVENT	CLIENT	RESPONSE TIME	DEBRIS CY MONITORED	PROJECT DATES
ICE STORM 2022 (DR-4637-TN)	City of Memphis, TN	24 hours	959,054 CY	Jan-May 2022
	City of Germantown, TN	24 hours	36,431 CY	Feb-Mar 2022
	City of Bartlett, TN	24 hours	5,196 CY	Feb-May 2022
MAJOR TORNADO 2021 (DR-4630-KY)	Fulton County, KY	24 hours	38,154 CY	Jan-Mar 2022
	Caldwell County, KY	24 hours	206,958 CY	Jan-Mar 2022
	Hopkins County, KY	24 hours	400,005 CY	Feb-Jun 2022
	Marshall County, KY	24 hours	515,737 CY	Jan-Apr 2022
HURRICANE IDA 2021 (DR-4626-MS) (4611-DR-LA)	City of McComb, MS	24 hours	16,830 CY	Nov 2021 - Feb 2022
	City of Picayune, MS	24 hours	36,240 CY	Sep 2021 - Jan 2022
	Pike County, MS	24 hours	83,401 CY	Oct 2021 - Mar 2022
	Hancock County, MS	24 hours	7,894 CY	Sep-Oct 2021
	City of Baker, LA	24 hours	13,951 CY	Sep-Nov 2021
	City of Kenner, LA	24 hours	327,060 CY	Sep-Dec 2021
	St. Charles Parish, LA	24 hours	1,704,613 CY	Aug 2021 - Aug 2022
ICE STORM 2021 (DR-4598-MS)	Adams County, MS	24 hours	44,983 CY	Aug-Nov 2021
	Jefferson County, MS	24 hours	67,541 CY	Aug-Nov 2021
	Claiborne County, MS	24 hours	41,007 CY	Jun-Sep 2021
	Warren County, MS	24 hours	19,682 CY	Apr-May 2021
ICE STORM 2021 (4592-DR-KY)	Morgan County, KY	24 hours	13,134 CY	Apr-Aug 2021
	Johnson County, KY	24 hours	165,617 CY	May-Aug 2021
	Elliot County, KY	24 hours	89,011 CY	Apr-Aug 2021
	Boyd County, KY	24 hours	1,647 CY	Apr-Aug 2021
	Carter County, KY	24 hours	137,379 CY	Apr-Aug 2021
FLOOD 2021 (DR- 4609/4617-TN/NC)	City of Waverly, TN	24 hours	17,073 Tons	Sep 2021 - May 2022
	Haywood County, NC	24 hours	15,538 CY	Aug 2021 - Mar 2022
HURRICANE ZETA 2020 (DR-4576-MS) (DR-4573-AL)	Greene County, MS	24 hours	166,062 CY	Jan-Aug 2021
	Town of Leaksville, MS	24 hours	65,060 CY	Jan-Jul 2021
	George County, MS	24 hours	535,527 CY	Jun-Oct 2021
	City of Selma, AL	24 hours	50,563 CY	Dec 2020 - Apr 2021
	City of Pass Christian, MS	24 hours	128,363 CY	Nov 2020 - Jan 2021
	City of Bay St. Louis, MS	24 hours	154,287 CY	Nov 2020 - Jan 2021
	Forsyth County, GA	24 hours	4,391 CY	Nov 2020 - Jan 2021
DERECHO 2020 (DR-4557-IA)	City of Marion, IA	24 hours	1,114,546 CY	Aug 2020 - Mar 2021
	City of Cedar Rapids, IA	24 hours	4,618,442 CY	Aug 2020 - Mar 2021
	City of Madrid, IA	24 hours	25,767 CY	Aug 2020 - Jan 2021



DISASTER DEBRIS



SUPERSTORM SANDY

Nassau County, New York
1,000,000+ CY of debris

2012



EF5 TORNADO

Moore & Mustang, OK
170,00+ Tons of debris

2013



EF3 TORNADOES

Central Mississippi
475,000+ CY of debris

2019



HURRICANE MICHAEL

Bay County, FL
16,536,000+ CY of debris

2018



SUMMER DERECHO

Central Iowa
3,659,000+ CY of debris

2020



HURRICANE IDA

St. Charles Parish, LA
2,604,650+ CY of debris

2021





MONITORING HIGHLIGHTS

EF4 TORNADO

Central Mississippi area
400,000+ CY of debris



2014



EF3 TORNADO

Mustang, OK
90,000+ CY of debris



2015



HURRICANE MARIA

Puerto Rico
1,475,000+ CY of debris



2017



FLOODS

Southeastern Louisiana
350,000+ CY of debris



2016



ICE STORM

Memphis (area), TN
1,000,000+ CY of debris



2022



EF2 TORNADO

Central Georgia
400,000+ CY of debris



2023





SUSTAINABILITY

Proposal Requirement:

v. Provide details on the Proposer's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation.

DebrisTech strives to implement repeatable methods to accomplish tasks. Once our monitoring training is completed and the documentation process has been mastered by our locally hired associate they are able to sustain a high level of work quality for an extended period of time. On the issue of environmental sustainability, our documentation process is virtually paperless. Our developers have even eliminated paper time sheets with implementation of our mobile employee time tracking system. We can create paper copies of anything on request.

Proposal Requirement:

Current workload and how this contract will fit into your company's workload.

DebrisTech currently has 7 projects active in:
Puerto Rico (DTOP)
Butts County and Spalding County, Georgia
Dallas County and Elmore County, Alabama
Hopkins County and Transportation Cabinet, KY

DebrisTech has extensive scalable workload potential, allowing us to serve any and all of Miami Lakes' needs while fulfilling other contractual obligations simultaneously. In the past two years alone, DebrisTech successfully completed 80 projects, proving our capacity to meet numerous obligations simultaneously across the United States.



LARGE SCALE PROJECTS

DebrisTech has the capacity and experience to handle large-scale disaster events as necessary. Below are the DebrisTech projects where the total amount of debris monitored exceeded 1 million cubic yards.

EVENT	CLIENT	TOTAL CUBIC YARDS	YEAR
ICESTORM (DR-4637-TN)	City of Memphis, TN	1,000,681	2022
HURRICANE IDA (DR-4611-LA)	St. Charles Parish, LA	1,679,829	2021
DERECHO (DR-4557-IA)	City of Cedar Rapids, IA	4,618,442	2020
DERECHO (DR-4557-IA)	City of Marion, IA	1,114,546	2020
HURRICANE MICHAEL (DR-4399-FL)	City of Panama City, FL	5,843,262	2018
HURRICANE MICHAEL (DR-4399-FL)	Bay County, FL	10,442,409	2017
HURRICANE MARIA (DR-4339-PR)	Department of Transportation and Public Works, Puerto Rico	1,475,332	2017

In addition to large scale projects, DebrisTech has demonstrated experience with large-scaled clients and contracts. DebrisTech currently holds contracts with:



Mississippi Emergency
Management Agency



Association of County
Commissions of Alabama



North Carolina Department
of Public Safety



Florida Division of
Emergency Management



Puerto Rico Department of
Transportation and Public Works



AVAILABLE RESOURCES

Proposal Requirement:

vii. Describe available facilities, technological capabilities, and other available resources you offer for the project.

viii. Equipment owned by Contractor to be used under this contract.

DebrisTech has operated as a trusted contractor who operates as a partner with its clients to respond immediately to a disaster. We strive to provide the highest quality of services even during immediate activations through a project. Our staff has experience with hiring over 10,000 monitors across more than 125 contract activations in the last 12 years. Every DebrisTech manager and associate understands our primary role is to thoroughly document the removal of eligible storm debris in a concerted effort to maximize the reimbursement of funds from FEMA.

Deployable Equipment

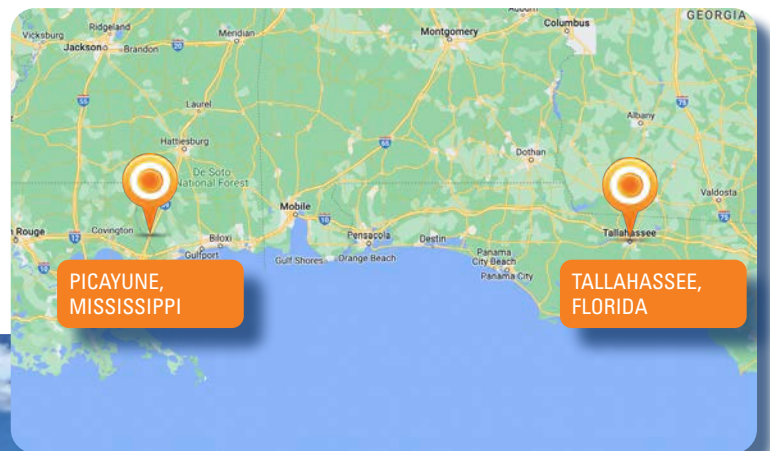
Because DebrisTech is standardized on Apple's iPads as the basis for its field unit and has partnered with national cellular providers, ramping up to hundreds of units can be done in a brief period. Once the deployment begins, a new server instance of the DebrisTech Debris Management Database System is created and replicated at two or more locations. In the case of this contract, a third replication is set up for government use. One server instance is designated as the primary server, and field devices submit their data to it through a secure channel over a common carrier. The other servers are updated within minutes (usually seconds) and contain an exact copy of the records submitted by the field devices. One of the secondary servers is designated as a failover server should the primary server fail, or be inaccessible due to a regional communications outage. A redundant primary fiber loop serves DebrisTech's primary server location, and its secondary and tertiary servers are geographically remote and served by different ISPs. Upon completion of a mission, a copy of all data collected is delivered to the Client in Microsoft Excel and PDF format. DebrisTech is capable of meeting the daily reporting desired by the Client. The data can also remain accessible through the DebrisTech Debris Management Database for any period as required by the contract. DebrisTech currently maintains 1,000 devices, 400 ready to be deployed.



MOBILE CAPACITY

Since our founding in 2010, DebrisTech, LLC is solely focused on providing its clients with a personalized and professional debris monitoring solution. Based in Picayune, MS, as our principal office, with an auxiliary office in Tallahassee, FL, DebrisTech provides debris monitoring services to clients across the United States.

Our state-of-the-art mobile offices allow us to respond with full force to any Client's need across the country. These mobile offices can be deployed immediately and are fully functional to meet the needs of the Client. For longer term projects (recent examples would be Memphis, TN and St. Charles, LA) we rent local office space to house our local headquarters for the duration of the project.





DEPLOYABLE EQUIPMENT

Equipment Resources

DebrisTech understands providing debris monitoring services is a time sensitive industry. The requirements described in the RFP will be met within the mandated time period. In an effort to assure our preparedness for future disaster responses, DebrisTech maintains a surplus of a minimum of 200 devices ready to be deployed at any time. DebrisTech has responded to the largest scale events that required hundreds of staff and equipment to meet the needs of multiple clients simultaneously.

Available Equipment and Readily Available Equipment:

Project Managers	12
ADMS Devices	1,000
TDMS Cases	60
Time and Material Forms*	1,000
Truck Certification Placards*	1,000
Project Management Kits	25
HR Hiring Kits	25
Stump Cases	25
Laptops	35
Mobile Wireless (MiFi)	25
Scanner	120
Printers	170
Mobile Command Vehicles	17

**All paper Field Documents are replenished as needed. DebrisTech has agreements and relationships with emergency providers able to fill any equipment shortcoming in 24 hours or less. ADMS units are programmed and deployed in 24 hours or less.*

Within 24 hours of notification, DebrisTech provides an adequate number of professionals and qualified personnel to the project area to begin the startup of the Debris Removal Operation. DebrisTech continues to increase its staffing from this point meet the requirements of the local government's contractor(s). Because we have worked constantly on various debris removal jobs since late 2015, we currently have a large staff of highly qualified individuals that are available to work on this project. DebrisTech is prepared to deploy as many resources as needed to meet the demands of this project.

Since our founding we have never had a contract terminated for failure to fulfill. DebrisTech has never failed to provide a sufficient and continuous workforce per contract specifications.



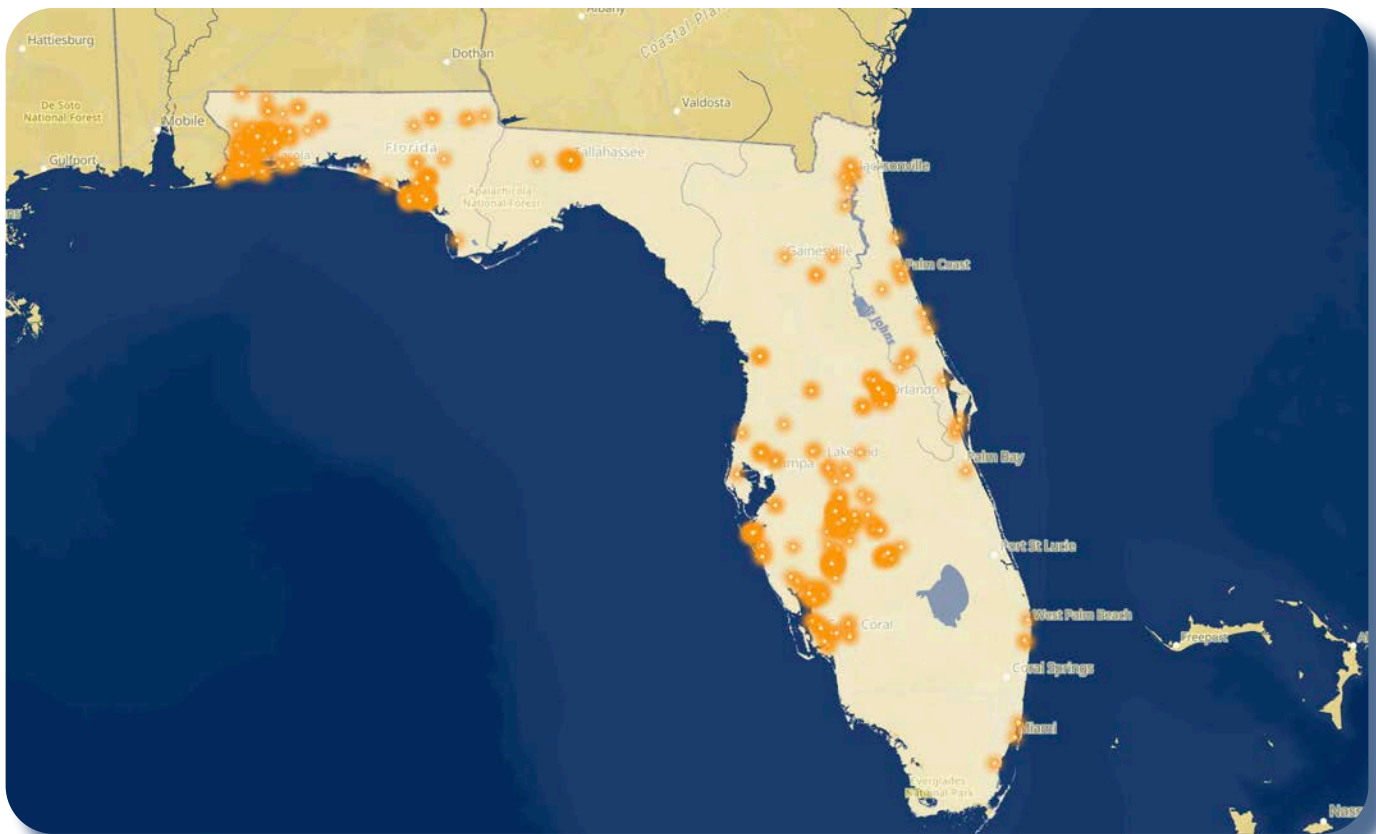
FLORIDA PERSONNEL

Since 2010, our team has served every level of government in response to *more than 60 federally declared disasters* across the country and has never had a contract terminated for failure to perform. DebrisTech, LLC, is experienced with debris recovery in Florida and has multiple pre-event contracts in place with cities and counties throughout the state. We have been an integral part of protecting communities and leading recovery throughout Florida.

Trained Personnel

In addition to our permanent full-time employees, DebrisTech has 573 trained personnel (shown on the map below) residing within the state of Florida and ready to be activated within 24 hours of when the Notice to Proceed is given.

573 DEBRISTECH TRAINED PERSONNEL IN FLORIDA





CLIENT REFERENCES

Client: **Hardee County, FL** Contact: **Christopher Simpron**, Public Works Director
Debris Quantity: 308,453 CY Contact Info: 863-733-3272, christopher.simpron@hardeecounty.net
205 Hanchey Rd, Wauchula, FL 33873
Start Date: 9/23/22 End Date: 12/20/22
Description: Debris monitoring of debris removal and hazardous tree removal

Client: **City of Memphis, TN** Contact: **Philip Davis**, Deputy Director of Solid Waste
Debris Quantity: 959,054 CY Contact Info: 901-576-6872, philip.davis@memphistn.gov
125 N. Main St #628, Memphis TN 38103
Start Date: 2/5/22 End Date: 5/30/22
Description: Debris monitoring of debris removal and hazardous tree removal

Client: **Hopkins County, KY** Contact: **Jack Whitfield, Jr.**, County Judge Executive
Debris Quantity: 400,005 CY Contact Info: 270-821-8294, judgeexecutive@hopkinscounty.net
56 North Main Street, Madisonville, KY. 42431
Start Date: 12/26/2021 End Date: 6/10/22
Description: Debris monitoring of debris removal and hazardous tree removal

Client: **Marshall County, KY** Contact: **Kevin Neal**, County Judge Executive
Debris Quantity: 515,737 CY Contact Info: 270-527-4750, kevin.neal@marshallcountky.gov
1101 Main Street, Benton, KY 42025
Start Date: 12/17/21 End Date: 4/10/22
Description: Debris monitoring of debris removal and hazardous tree removal

iv. Debris monitoring cost estimates were not required by these clients. DebrisTech payroll department and invoice reconciliation team, led by our CFO, monitor the monitoring and removal costs on a weekly basis. We have provided this information to our clients in the past and are able to do the same for Miami Lakes.

v. Reimbursement application for these projects is ongoing. Our clients have the necessary data to receive the maximum allowable amount from FEMA and their state agencies.



COMMENDATION LETTER

David Stevens, Chairman
Bill Watson, Vice-Chairman
Joel Williams, Commissioner
Charles Jordan, Commissioner
Kelly S. Spratt, Commissioner



Adam S. Poppell, III, County Attorney
Richard E. Braun, Jr., Deputy County Attorney
John "Patrick" Zoucks, County Manager
Shawn Jordan, Deputy County Manager
Sherrell D. Davis, County Clerk

McIntosh County Board of Commissioners

P.O. Box 584 • 1200 North Way • Darien, Georgia 31305 • 912-437-6671 • FAX 912-437-6416

October 24, 2018

To Whom It May Concern

In the aftermath of Hurricane Irma McIntosh County contracted with Debris Tech for monitoring debris removal. The staff of Debris Tech were very professional, and they were knowledgeable in the requirements of FEMA and GEMA. They kept detailed records during this event and when FEMA had questions about submitted, debris removal documentation, Debris Tech was always available to answer questions, and provide additional information on documenting debris. There was never a "let me get back to you on that" response.

In the event of another disaster McIntosh County would not hesitate to contact Debris Tech to monitor operations for the county. It was a pleasure working with them and we would recommend their services to anyone in need.

Sincerely,

Ty S. Poppell

Director McIntosh County EMA
/ Public Safety / Homeland Security
/ County Safety Coordinator / CODE Enforcement
1019 Production Row
PO Box 584
Darien, Ga. 31305
Phone: 912-437-5170
Cell: 912-258-1343



COMMENDATION LETTER

**ASHLAND - BOYD COUNTY - CATLETTSBURG OFFICE OF EMERGENCY MANAGEMENT**

2039 MAIN STREET W. ASHLAND, KY 41102

OFFICE (606) 393-1801 FAX (606) 739-0025

www.boydcoem.net

TIM ENGLAND

EXECUTIVE DIRECTOR

HAROLD HOLLEY

CHIEF DEPUTY DIRECTOR - OPERATIONS

JASON QUEEN

FEMA COORDINATOR

GREGORY PRIDDY

DEPUTY DIRECTOR - ADMINISTRATION

June 14, 2021

To Whom It May Concern:

Re: Debris Tech

The Boyd County Fiscal Court appreciates the efforts of Debris Tech in assisting our county with the clean-up tasking in the aftermath of the 2021 Ice Storm that significantly impacted Eastern Kentucky. It is without reservation that I am writing this letter of recommendation on behalf of the residents of Boyd County, Kentucky.

The personnel of Debris Tech were extremely professional as well as specifically trained in the utilization of the reporting techniques required by FEMA for this type of incident. Debris Tech staff worked closely with our debris removal team, thereby ensuring that the removal and reporting process maximized efficiencies to the complete removal of all storm debris. The data that was assimilated by Debris Tech was extrapolated utilizing methodologies that made it easy to reconcile invoices.

We had a very positive experience with Debris Tech and we highly recommend their services. Please feel free to reach out to me if you have any questions regarding the extremely proficient services that Debris Tech provided the Boyd County Fiscal Court during this incident.

Respectfully,

Jason Queen
FEMA Coordinator

C/C: Eric Chaney, County Judge Executive
Tim England, EM Executive Director
file



COMMENDATION LETTER

City of Mustang

Council-Manager Form of Government

405-376-4521 1501 N. Mustang Road, Mustang, Oklahoma 73064

Debris Tech,

The City of Mustang could not be any more pleased with the monitoring services we have received from Debris Tech. Their attention to detail and ability to provide data in real time has assisted the City of Mustang in providing accurate information for reports as well as providing it to our citizens. Debris Tech is second to none in their customer service and we appreciate their efforts in delivering a quality product to the City of Mustang.

Thank you,

Justin Battles
Assistant City Manager
City of Mustang, OK



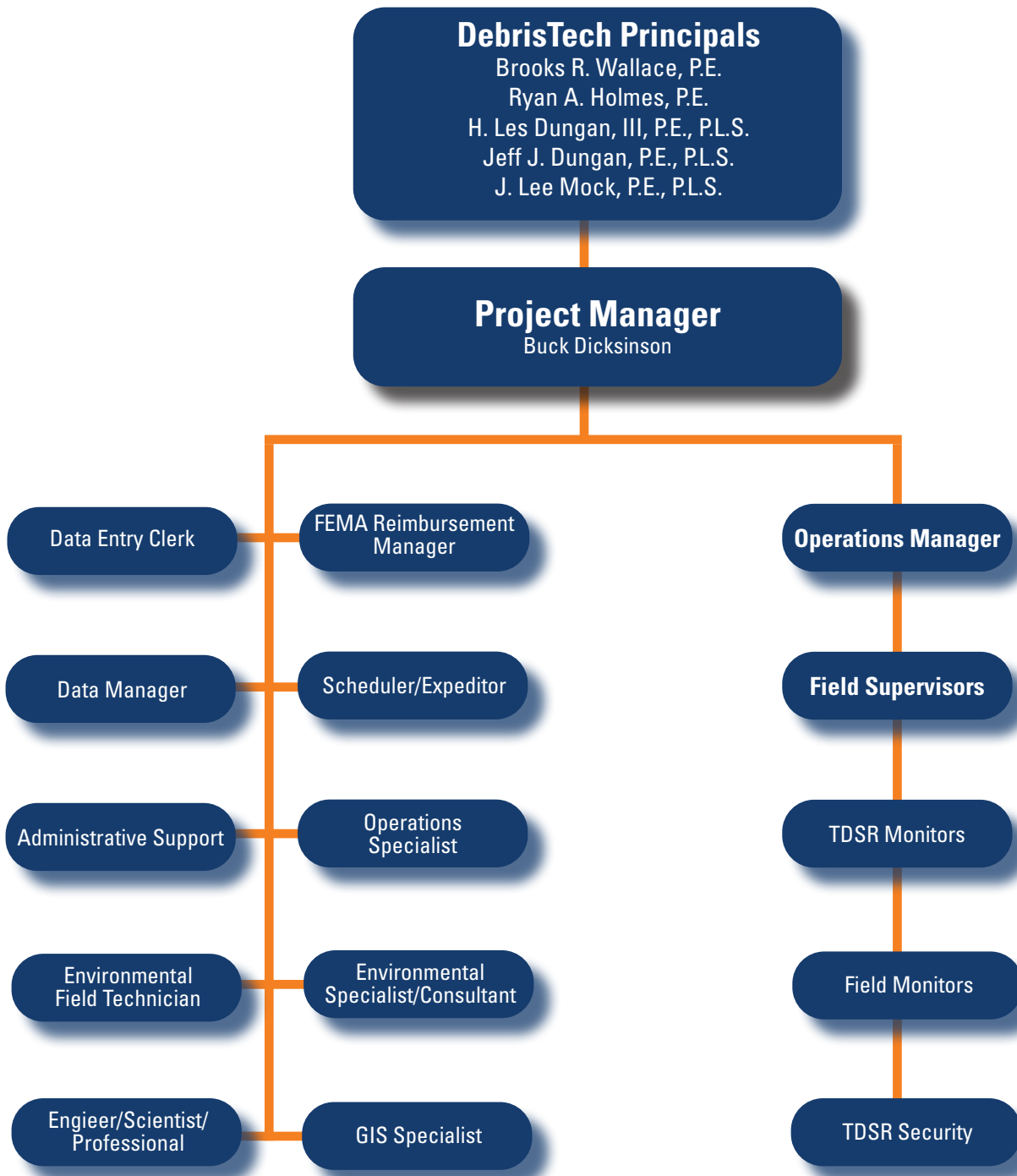
4. Qualifications of Staff



DEBRISTECH



ORGANIZATIONAL STRUCTURE



The number of Monitors will be dependent on the number of loading operations being operated by the Debris Removal Contractor. The Field Supervisor position will be staffed at one Supervisor per ten Monitors.



BROOKS WALLACE, P.E., President

brooks@debristech.com

Brooks R. Wallace, P.E. created DebrisTech in 2010 in response to a need for real-time auditing of debris removal projects. He has a vast array of experience in the field of civil engineering and in debris removal monitoring. Working as an engineer on numerous projects in South Mississippi, including the aftermath of Hurricane Katrina, he was able to identify vulnerabilities and inefficiencies in the process of debris removal operations and monitoring. He realized that the technology was available to provide real-time data to FEMA and municipal supervisors overseeing cleanup efforts while creating a database of information that could be referenced at any time for compliance purposes. Utilizing the technology currently available, Mr. Wallace developed the software platform for what has evolved into a system that is revolutionizing the process of debris monitoring and compliance.

A civil engineer by trade, Mr. Wallace has dealt with countless municipal and county projects involving infrastructure upgrades and the modernization of local and regional maps and surveys. He has worked with law enforcement agencies, municipal governments, state agencies, and FEMA on projects ranging from smart growth plans to large-scale utility and resource redesigns.

Mr. Wallace will perform contractual negotiations, contractor invoicing, software development, and asset/personnel assignment. He is proficient in preparation planning, analysis, monitoring procedures, and personnel management. The technology he developed, along with previous experience, creates an invaluable leader for the DebrisTech team.

Experience

DebrisTech, LLC

Founder/Creator - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 2002 - Present

Education

University of Mississippi

Bachelor of Science, Civil Engineering

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021 DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Tropical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

H. LES DUNGAN, III, P.E., P.L.S., Principal

les@dunganeng.com

H. Les Dungan, III, P.E., P.S. has over 27 years of experience in the field of civil engineering. With a career that began in the government ranks with time working with the Mississippi Department of Environmental Quality and Natural Resources Conservation Service, he now serves as a self-employed consultant to various counties and municipalities in South Mississippi. Mr. Dungan has served as County Engineer for Jefferson Davis County and City Engineer for the Town of Prentiss for over 20 years. He has also served as County Engineer for Pearl River County since 2007.

Mr. Dungan has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricane Katrina, Mr. Dungan was able to provide the technical support needed in order for Pearl River County to have the confidence to use local contractors to perform the immense clean-up operation. As a civil engineer, Mr. Dungan has planned and administered the construction of various kinds of transportation and utility infrastructure type projects. He has worked with both counties and municipalities in South Mississippi on projects ranging from bridge replacement to water treatment plants. With DebrisTech, Mr. Dungan hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible. His desire to assist and his ability to manage, along with his previous experience, create a valuable addition to the team which is DebrisTech, LLC.

Experience

DebrisTech, LLC

Principal & Owner - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 1993 - Present

Education

Mississippi State University

Bachelor of Science, Civil Engineering

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

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2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian



RYAN HOLMES, P.E., Principal

ryan@debristech.com

Ryan A. Holmes is a licensed engineer and Principal at DebrisTech. Collateral duties include business development, project management, and marketing. Mr. Holmes has over 12 years of diversified civil engineering experience. He is uniquely talented, drawing from his experience with municipal, county, and state governments, along with private clients. Mr. Holmes has worked on numerous debris removal projects, including several projects along the Mississippi coast in the aftermath of Hurricanes Katrina and Isaac, and along the east coast following Hurricanes Matthew and Irma. He continues to aid in the recovery efforts in Puerto Rico while utilizing DebrisTech's cutting edge technology, Mr. Holmes has successfully assisted the aforementioned communities with "cradle to grave" documentation of debris collection and disposal.

Past experience, together with these skills, make Mr. Holmes a valuable asset to DebrisTech. He provides vision and leadership for our clients, integrating new technology and delivery of unparalleled debris monitoring and compliance. DebrisTech has offered an opportunity for Mr. Holmes to showcase his diversified talents to provide practical applications of advanced technology in a way that is easily deployable and repeatable. His skills in dealing with municipalities and government agencies have elevated DebrisTech as a leader in the debris removal monitoring industry.

Experience

DebrisTech, LLC

Principal and Owner - 2012 - Present

Dungan Engineering, P.A.

Principal Engineer - 2007 - Present

Education

University of Mississippi

Bachelor of Science, Civil Engineering

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

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2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

JEFF J. DUNGAN, P.E., P.L.S., Principal

jeff@dunganeng.com

Jeff J. Dungan, P.E., P.S. has 26 years of experience in the field of civil engineering. With a career that began with Anderson Engineering in Columbia, Mississippi, he now serves as co-founder and Principal with Dungan Engineering, PA serving counties and municipalities in South Mississippi. Mr. Dungan has served as County Engineer for Lawrence, Walthall and Marion County and City Engineer for the Town of Tylertown for over 15 years. He has also served as County Engineer in Lincoln County for the past 8 years.

Mr. Dungan has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricanes Katrina, Gustav and Isaac, Mr. Dungan was able to provide the technical support needed by many local governments throughout the south. His services enabled these local governments to have the confidence to use local contractors to perform the immense clean-up operation efficiently and at a reasonable cost. He has worked with both counties and municipalities in South Mississippi on many types of projects, such as roadway construction and maintenance, bridge replacements, water and waste-water treatment plants, industrial buildings and airports. With DebrisTech, Mr. Dungan hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible.

Experience

DebrisTech, LLC

Principal & Owner - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 1993 - Present

Education

Mississippi State University

Bachelor of Science, Civil Engineering

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

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2021 DR-4618-PA Hurricane Ida

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2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

2014 DR-4175 Tornadoes (MS)

2013 DR-4117 Tornadoes (OK)



J. LEE MOCK, P.E., P.L.S., Principal

lee@dunganeng.com

Mr. Mock has 20+ years of experience in the field of civil engineering. With a natural bent for precision, a keen attention to detail, and driven to work with both efficiency and excellence, Mr. Mock embodies the company-wide commitment to solving problems and creating solutions for every project and every client.

Mr. Mock has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricanes Katrina and Issac.

As a civil engineer, Mr. Mock has planned and administered the construction of various kinds of transportation and utility infrastructure type projects. He has worked with both counties and municipalities in South Mississippi on projects ranging from bridge replacement and dam rehabilitation to water and wastewater treatment plant designs.

With DebrisTech, Mr. Mock hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible. His desire to assist and his ability to manage, along with his previous experience, create a valuable addition to the team which is DebrisTech, LLC.

Experience

DebrisTech, LLC

Principal & Owner - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 1994 - Present

Education

Mississippi State University

Bachelor of Science, Civil Engineering

University of Mississippi

Bachelor of Business Administration

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

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2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

JOHN MCNEESE, Regional Manager

jmcneese@debristech.com

John McNeese is a Project Manager and has been working with the DebrisTech management team since 2012. He began as an instrumental part in leading the recovery efforts in Moore, Ok following the aftermath of one of the most devastating tornadoes in US history.

Having an extensive background in communications, cost evaluation and construction, John excelled as a liaison between the client and contractor, aiding in the reimbursement process involved with federal funding. Prior to DebrisTech, John had been involved in recovery efforts as a debris contractor following Hurricane Katrina in 2005 and a project manager during the BP Oil Spill in 2010. Both of these events are considered two of the most historically devastating disasters along the Mississippi Gulf Coast.

Mr. McNeese has since served as a project manager in Puerto Rico following Hurricane Maria, overseeing more than 450 employees and approximately 100 million dollars in debris removal costs. He is currently serving as a project manager for DebrisTech in Mississippi, following a series of devastating storms.

Experience

DebrisTech, LLC
Project Manager - 2012 - Present

Wallace Environmental
Project Manager - 2010-2011

TL Wallace Construction
2010 - Project Manager

Holiday Construction
Project Manager - Equipment Operator - 2005-2006

Education

University of Mississippi
Bachelor of Science, University Studies

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian



DENNIS CRUTHIRDS, Regional Manager

dennis@debristech.com

Dennis Cruthirds is a Project Manager with DebrisTech. His duties include the daily operations of the project, quality assurance/quality control of monitoring operations, the documentation of employee time, and delivering updates to the client's representative. Mr. Cruthirds has 12 years of experience in construction material testing and 16 years of debris monitoring. He brings a wealth of knowledge, capabilities, and experience to our clients and has worked on numerous debris removal monitoring and disaster recovery projects. During his career, Mr. Cruthirds has successfully managed the monitoring of millions of cubic yards of debris for some of the most catastrophic disasters across the nation. He has served as a project/site manager in Iowa, after the effects of a Derecho. He is currently overseeing operations in Kentucky. His personality and experience affords him a perfect relationship with contractors, as well as our clients.

Experience

DebrisTech, LLC

Project Manager - Operations Manager - 2012 - Present

Data Manager - Field Monitor - Field Supervisor - 2014

Dungan Engineering, P.A.

CMT Lab Manager - CMT Inspector - 2007 - 2018

Field Supervisor - Operations Manager 2005 - 2008

Training - Emergency Management Institute - FEMA Certified

IS-00008.a, IS-00019.15, IS-00020.15, IS-00021.15, IS-00022, IS-00026, IS-00027, IS-00029, IS-00033.15, IS-00042, IS-00100.b, IS-00100.pwb, IS-00100.fda, IS-00107.15, IS-00144, IS-00207, IS-00247, IS-00250.a, IS-00265, IS-00293, IS-00324.a, IS-00325, IS-00346, IS-00366, IS-00362.a, IS-00386, IS-00395, IS-00403, IS-00420, IS-00520, IS-00522, IS-00546.a, IS-00547.a, IS-00548, IS-00551, IS-00558, IS-00613, IS-00632.a, IS-00634, IS-00660, IS-00662, IS-00701.a, IS-00702.a, IS-00703.a, IS-00706, IS-00720, IS-00775, IS-00801, IS-00802, IS-00804, IS-00808, IS-00809, IS-00810, IS-00811, IS-00813, IS-00003, IS-00005.a, IS-00008.a, IS-00011.a, IS-00015.b, IS-00101.c, IS-00102.c, IS-00103, IS-00405, IS-00906, IS-00907, IS-00908, IS-00909, IS-00912, IS-00914

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021 DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Tropical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

TYLER WILLIAMSON, Regional Manager

twilliamson@debristech.com

Tyler Williamson is a Regional Manager with DebrisTech. Collateral duties include overseeing the daily operations of the assigned projects, including coordinating the recovery efforts with the client, FEMA PA consultants, local, state and federal agencies. He has exceptional documentation practices and excels in strategical planning. Mr. Williamson has several years of experience with DebrisTech at nearly every position in the company. He has worked on more than 40 debris removal and disaster recovery projects. He is leading our efforts in Oregon with the training and supervision of hundreds of debris monitors. He also manages data, produces daily reports, for the debris monitoring effort for the several project through the southeast. Mr. Williamson has helped clients address their recovery needs through expertise, technology and knowledge. Utilizing past experience, together with these ever developing skills, make him a valuable asset to DebrisTech.

Experience

DebrisTech, LLC

Project Manager - Operations Manager - 2015 - Present

Data Manager - Field Monitor - Field Supervisor - 2014

Education

University of Mississippi

Bachelor of Science in Business Administration,
Managerial Finance

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian



IVAN RAMOS, Project Manager

Ivan Rouco Ramos is a full-time Project Manager with DebrisTech. His duties include managing the debris monitoring project's daily operations, ensuring the accurate documentation of debris removal operations, managing employee time records, and delivering updates to the client. Mr. Rouco has three years of experience managing debris monitoring projects in Puerto Rico. His experience with municipal, state, and commonwealth governments, along with private clients, uniquely prepare him to represent DebrisTech in any situation. He has managed the monitoring operations for the Department of Public Transportation (DTOP), the Aqueducts and Sewers Authority (AAA), the Department of Sports and Recreation (DRD), and the National Parks (DNER) following Hurricane Irma and Hurricane Maria. Mr. Rouco has assisted the Agencies mentioned above with endangered species disturbance documentation, endangered tree identification, "cradle to grave" debris collection, and disposal documentation. Using his understanding of the island, DebrisTech ADMS, and Debris Monitoring Procedure, Mr. Rouco has aided all DebrisTech clients on the island.

Experience

DebrisTech, LLC
Project Manager - 2017 - Present

Training - Emergency Management Institute - FEMA Certified

IS-00632.a: Introduction to Debris Operations
IS-00101.c: Preparing for Federal Disaster Operations
IS-00102.c: Preparing for Federal Disaster Operations: FEMA Response Partners
IS-00019.18: FEMA EEO Supervisor Course
IS-00633: Debris Management Plan Development
IS-00632.a Introduction to Debris Operations
IS-00800.c: National Response Framework
IS-00546.a: Continuity of Operations (COOP) Awareness Course
IS-0200.c Basic Incident Command System for Initial Response
IS-276.a Benefit-Cost Analysis (BCA) Fundamentals
IS-00253.a: Overview of FEMA Environmental and Historic Preservation Review Responsibilities

IS-00216: An Overview of the Unified Federal Review Process: Training for Federal Disaster Recovery Leadership

IS-00215: Unified Federal Review Advisor Training: An Overview of the UFR Process

IS-00318- "Mitigation Planning for Local and Tribal Communities"

IS-00321- Hurricane Mitigation Basics for Mitigation Staff

IS-00386- Introduction to Residential Coastal Construction

IS-00395- FEMA Risk Assessment Database

IS-00322- Flood Mitigation Basics for Mitigation Staff

IS-00386- Introduction to Residential Coastal Construction

IS-00362.a- Multi hazard Emergency Planning for Schools

Disasters Worked

2020 DR-4562-OR-Oregon Wildfires and Straight-Line Winds

2017 DR-4336-PR Hurricane Irma

2017 DR-4339-PR Hurricane Maria

DANIEL BAXTER, Chief Financial Officer

dbaxter@debristech.com

Daniel Baxter is the Chief Financial Officer at DebrisTech. He graduated from the University of Mississippi with a Bachelor of Accountancy and a Master of Accountancy and Data Analytics. He is a licensed certified public accountant in the states of Mississippi and Tennessee and is active in his continued education in the accounting industry. Prior to DebrisTech, Daniel has experience working at a global accounting firm where he audited the financial statements of large public and private companies in the healthcare and manufacturing industries. He has a background that excels in providing data integrity and assurance from financial audits to disaster response. In addition to his auditing and disaster response experience, Daniel worked in Washington as a junior fellow at the Library of Congress appointed by Congressman Gregg Harper, the Chairman of the Committee on House Administration in 2018, where he made connections and learned about the innerworkings of government and documentation between Congress and the Library of Congress. Daniel is active in the disaster response industry by working with fellow debris contractors and lobbying FEMA on behalf of DebrisTech's clients to fulfill the needs required to make a full recovery after a natural disaster.

As a Data Manager for DebrisTech, Daniel was a part of the team credited with the development of the Emergency Operations Supply Tracking Program. Utilizing this internally developed program Daniel, and the teams of asset managers, are still responsible for tracking over \$100,000,000.00 of PPE.

While managing the EOST program, Daniel also assisted with invoice reconciliation from debris removal projects across the country. His background in accountancy and law work provide him with the knowledge and experience to parse dense removal contractor invoices. These invoices must be compared to the DebrisTech ADMS data and if correct, recommended payment by the client.

Daniel has assisted cities and communities address their recovery needs. Utilizing past experience and ever developing skills make him a valuable part of DebrisTech.

Experience

DebrisTech, LLC

Chief Financial Officer - 2022 - present

Project/ Data Manager - 2020 - 2022

Audit Intern-BDO USA, LLP

Junior Fellow-Library of Congress

Law Clerk-Swayze Alford Attorney at Law

Education - Emergency Management Institute - FEMA Certified

University of Mississippi

Master of Accountancy and Data Analytics

Bachelor of Accountancy, University of

Mississippi

TN – CPA License #28200 (August 2021 – Present)

MS – CPA License #R8152 (September 2021 – Present)

Debris Monitoring Projects in Process

2022 DR-4637-TN Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 4626-DR-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 Mississippi EMA Covid-19 PPE Inventory Allocation

2020 Mississippi Department of Health Covid-19 PE Inventory Allocation

2020 DR-4562-OR-Oregon Wildfires and Straight-Line Winds



CINDY CARTER, Senior Data Analyst

cindy@debristech.com

Mrs. Carter has 20 years experience in real estate as a licensed agent. In 2018 she joined DebrisTech to reconcile contractor invoices with our recorded data. Her responsibilities include communicating effectively with DebrisTech clients and removal contractors to correctly and efficiently evaluate invoices. Mrs. Carter is detail oriented with a solid reputation as efficient and highly-dependable. She has navigated multiple projects while maintaining a professional, quality relationship with the clients. Her largest projects include Puerto Rico - DRD following Hurricane Maria and is currently assisting the clients in Mississippi, Kentucky, Tennessee and Louisiana. These clients include invoices from St. Charles Parish (Hurricane Ida), Mississippi Dep. of Health (Covid), and Mississippi EMA (Covid).

Experience

DebrisTech, LLC

Invoice Analyst - 2018 - Present

Education

University of Southern Mississippi

Bachelor of Science, Criminal Justice

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straight-line Winds, and Flooding

2021 4630-DR-KY Tornadoes

2021 4626-DR-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Oregon Wildfires and Straight-line Winds

2021 DR-4598-MS-Severe Winter Storms

2021 DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Tropical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4572-TX Hurricane Laura

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2019 DR-4470 Mississippi Severe Storms

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms



ADDITIONAL PERSONNEL



For the positions above, DebrisTech hires and trains from the affected community and surrounding areas. TDMS Sites are either determined by the removal contractor or pre-determined by the client. Field Supervisors are selected from the locally trained monitors or brought from different projects. Admin Support responsibilities are performed by other members of the management staff.



5. Technical Approach



DEBRISTECH



TOWN'S NEEDS

The Town of Miami Lakes requires a service provider with a deep understanding of the high level of documentation required to receive reimbursement from FEMA for debris removal expenses. DebrisTech is the provider that can best meet those high standards. We will provide a Project Manager responsible for reporting timely and accurate status updates to the Town EOC. DebrisTech provides every client with well trained professional staff to completely document the removal of debris from the Right of Way (ROW) and other publicly maintained spaces such as canals or lakes. Our industry-leading ADMS allows our clients to closely monitor debris operation in real-time. We also ensure our employees will adhere to all safety standards in order to maintain a safe work environment for everyone involved. DebrisTech has never failed to respond to a contract activation within its mandated time and guarantees that same promise for the Town of Miami Lakes.



PROJECT APPROACH

Understanding Project Approach

DebrisTech understands that the Client requires disaster debris monitoring services to support the oversight and management of debris removal contractors. DebrisTech shall be prepared to provide a range of services, including field monitoring and other services as needed and ordered.

The Client requires the experience and support of DebrisTech's Debris Removal Monitoring Management Team following a natural disaster. DebrisTech will provide services which may include:

1. Coordinate daily briefings, work progress, staffing, and key items with local officials.
2. Selection and permitting of DMS locations and any other permitting/regulatory issues as necessary.
3. Scheduling work for all team members and contractors on a daily basis.
4. Hiring, training, scheduling, and managing field staff.
5. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.
6. Assisting local officials with responding to public concerns and comments.
7. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
8. Furnishing and operating an automated/electronic (paperless) debris tracking system.
9. Develop daily operational reports to keep the client informed of work progress.
10. Development of maps, GIS applications, etc. as necessary.
11. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the client for processing.
12. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, and any other applicable agency for disaster recovery efforts by local staff and designated debris removal contractors.



LOAD SITE MONITORING

1. General

1.1. The Client requires the support of DebrisTech's Debris Removal Monitoring Team following a debris generating event such as a hurricane, storm, or other event and debris management expertise. The debris monitoring is necessary to assure Federal Emergency Management Agency (FEMA) emergency plan and debris removal contract requirements are met by debris removal contractor. Documenting the removal of debris from public access roads, rights-of-way, and public property, monitoring the debris management sites, is DebrisTech's primary concern. The Client will assign a Debris Manager (DM). The Debris Manager will be the primary point of contact for DebrisTech and will resolve contract administration issues or questions.

1.2. Within 48 hours of notification, DebrisTech will provide adequate number of professionals and qualified personnel to monitor all debris loading sites and debris management sites. DebrisTech will increase its staffing from this point depending on the amount of removal equipment provided by the removal contractor.

Major increases to the debris. monitoring staff will be disclosed to the client's designated debris manager.

1.3. DebrisTech shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to: eye protection, hearing protection, safety vests, and hard hats, to comply with all federal, state, and local requirements.

1.4. DebrisTech supervision is responsible for resolving issues with truck drivers, and other contractor's personnel.

1.5. DebrisTech will utilize the DebrisTech Electronic Debris Management System to collect and report documentation of debris removal activities.

1.6. DebrisTech will provide temporary office space as necessary.

2. Load Site Monitoring Services

2.1. The primary function of the Loading Site Monitors is to issue debris load tickets for eligible debris removed from the Right of Way (RoW).

2.2. DebrisTech will within 48 hours, be prepared to provide qualified on site personnel to monitor debris removal operations at all debris loading sites located throughout the Client's designated area. Additional sites may be added as debris removal efforts increase. Each loading site may operate, approximately 12–14 hours per day, 7 days per week. The Client's Debris Manager in coordination may determine the exact number and location of loading sites with the debris removal contractor.



DEBRIS SITE MONITORING

- 2.3. DebrisTech will provide all employees with DebrisTech handheld devices. These devices will allow each employee to capture all required data for each load of debris, such as: GPS coordinates, digital photographs, truck number, load number, debris type, and monitor identity. All DebrisTech devices communicate wirelessly with the DebrisTech Central Information Database. DebrisTech will also provide the Client with management, supervision, labor, and equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roads, public rights-of-way, and public property within the Client's designated area.
- 2.4. DebrisTech will be prepared to provide a Loading Site Monitor per site per day at a minimum of a 12-14 hour shift.
- 2.5. All Loading Site Monitors will speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
- 2.6. Supervisors and all identified Loading Site Monitors will attend a day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.
- 2.7. Monitors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high and lift 30 lbs.
- 2.8. The function of the Debris Monitor is to verify that only eligible debris is being removed from designated public rights-of-way and public property before it can be loaded into a debris removal vehicle.
- 2.9. DebrisTech will provide at least one (1) monitor for each debris removal vehicle to monitor and verify eligible debris removal from designated public access roads within the debris pickup zone.
- 2.10. DebrisTech will provide all employees with DebrisTech handheld devices. These devices will allow each employee to capture all required data for each load of debris, such as: GPS coordinates, digital photographs, truck number, load number, debris type, and monitor identity. All DebrisTech devices communicate wirelessly with the DebrisTech Central Information Database.

3. Debris Management Site Monitoring Services

- 3.1. DMS Monitors are responsible for documenting the the amount (volume/weight) of debris entering the DMS.
- 3.2. DMS Monitors are responsible for documenting that the removal vehicles are empty when leaving the DMS
- 3.3. The primary function of the Debris Management Site Monitors is to complete the documentation



FIELD SUPERVISORS

of the load and estimate volumes that have been transported to the debris management site for processing or storage, and/or disposal.

- 3.4. DebrisTech will provide all employees with DebrisTech handheld devices along with all necessary equipment to document disposal of the debris.
- 3.5. Monitors will speak English, be capable of working in an outside environment, and be able to climb a staircase ladder of 10 feet high.
- 3.6. Monitors will be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
- 3.7. Supervisors and all identified Debris Management Site Monitors will attend a 1/2 day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.
- 3.8. Site Monitors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high and lift 30 lbs.

4. Field Supervisors

- 4.1. Field Supervisor are to verify that only eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones in the Client's designated area.
- 4.2. Field Supervisors will be prepared to operate a minimum of 12 to 14 hours per day, 7 days per week and will be responsible for 10 load site monitors each.
- 4.3. Field Supervisors are expected to remain in contact with their assigned 10 debris monitors throughout the day and report their monitors location and removal vehicle information.
- 4.4. DebrisTech will provide all Field Supervisors with DebrisTech handheld devices.
- 4.5. Make multiple visits to all assigned loading sites and debris management sites on a random daily basis.
- 4.6. DebrisTech will provide all employees with DebrisTech handheld devices. These devices will allow each employee to capture all required data for each load of debris, such as: GPS coordinates, digital photographs, truck number, load number, debris type, and monitor identity.
- 4.7. All Field Supervisors will speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.



OPERATIONS MANAGER

4.8. Field Supervisors and all identified Debris Monitors will attend a 1/2 day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.

4.9. Field Supervisors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high and lift 30 lbs.

5. Operations Manager

5.1. Operations Manager primary goal is to execute the operations plan as directed by the project manager.

5.2. Coordinate debris monitoring operations to Field Supervisors.

5.3. Lead Field Supervisors in daily supervisor meetings.

5.4. Reviewing project clocking and clock out records.

5.5. Make multiple visits to all debris management sites on a random daily basis.

6. Project Manager

6.1. The project manager will serve as the primary point of contact for DebrisTech to the client.

6.2. The Project Manager will be involved in all aspects of the project.

6.3. Reports directly to the president of the company, Brooks Wallace.

7. Data Manager

7.1. DebrisTech Data Managers are assigned multiple projects. Their duties are often preformed remotely in a location with the best possible internet connection.

7.2. Their primary role is to review every load removed from the RoW.

7.3. During this review process the data manger determine wether the ticket was recorded out of the project work zone, location eligibility, and correct debris type.

7.4. This position also communicates directly with the operations manager about data collection errors in the field to be addressed as quickly as possible.



OPERATIONAL SAFETY

8. Safety

8.1. All debris monitors are informed of safety procedure around large equipment in the afford mentioned training course administer by the management team.

8.2. DebrisTech will ensure that DebrisTech personnel adhere to all debris management site safety requirements.

8.3. PPE

8.3.1.Hard Hat

8.3.2.High Vis Safety Vest

8.3.3.Safety Glasses

8.3.4.Cell Phone

8.3.5.Recommend Clothing

8.3.6.Long Pants

8.3.7.Collared Shirt

8.3.8.Close Toed Shoe



DebrisTech, LLC has established administrative policies for the reduction and prevention of on-the-job accidents and illnesses, and the protection of the environment. These policies are to be used as a foundation for establishing safety and environmental health programs for DebrisTech, LLC employees. DebrisTech believes that the health and safety of employees are of the greatest importance.

It is DebrisTech's health and safety policy that no job is so important and no service so urgent, that we cannot take time to perform our work safely, and in an environmentally conscientious manner. DebrisTech, LLC will conduct its operation in compliance with all applicable regulation to protect: Employees, Clients, Sub consultants, The community, Natural resources and the environment.

The purpose of DebrisTech's health and safety program are to:

- Provide employees with a safe and healthy work environment
- Develop a safety awareness among employees and others engaged in work for DebrisTech that accidents (personal injuries and property damage) and occupational illnesses will be reduced to a minimum
- Identify and control safety, public health, and environmental hazards associated with their operations
- Work constructively with government agencies and others to develop and implement laws, regulations, and standards to protect public health, safety, and the environment.

Employees should realize the following goals through the health and safety policy:



PROPOSER'S APPROACH

Startup Procedures/Requirements

DebrisTech will meet the requirement of this contract and respond when activated within 24 hours. Our regional Project Manager and Public Assistance Director, Buck Dickinson is 50 miles away in Tallahassee, FL. He will lead client relations and direct the project.

Every project begins with an "all hands" meeting to determine the priorities for the job and other necessary specifics such as TDMS locations and number of trucks provided by the removal contractor. While these meetings are going on our deployed hiring team is training the locally hired staff to completely document the process.

Debris Estimate Methodology

DebrisTech uses FEMA standard practices to estimate debris volumetrically. For instance, an acre of debris 10 ft high is 16,133 cubic yards of debris. The debris estimating guide suggests that estimating vegetative debris should be done in cubes. For instance a 30 ft by 30 ft square of debris 3 ft deep is 100 cubic yards (CY) of debris. When estimating debris from commercial and residential structures there is a formula used to estimate the volume of debris generated from a variety of events such as floods, tornadoes or hurricanes.

Analysis of Debris Recovery Operations

Analysis of recovery operations can be done at the Client's request or on an annual basis. These annual tabletop meetings clearly define the various contractor's roles and assignments.

Management of Debris Recovery Contractors

DebrisTech has a strict policy to not issue a ticket to the Client that is believed to be ineligible. That means the removal contractor will not be paid for ineligible work. That negative reinforcement encourages them to only perform eligible and requested work.

Billing/Invoices Reporting Procedures to FEMA and the County

DebrisTech prefers to invoice weekly but will adjust according to the Client's preferences. Our CFO Daniel Baxter CPA, and Senior Invoice Analyst Cindy Carter will double verify quantities reported by the removal contractor invoices and recommend them for payment or adjustment. Once an invoice is paid the reimbursement application process can begin.



SAFETY

- The development of an ongoing safety consciousness among all member of DebrisTech.
- A reduction in occupational injuries and illnesses and the associated loss of productivity.

Safety Principles

The success of DebrisTech's health and safety effort depends on:

- Acceptance of the concept that all serious injuries can be prevented
- Supervisors assuming responsibility for preventing occupational injuries and illnesses, and
- All employees participating in health and a safety training programs and recognizing that it is to everyone's advantage to work safely.

Project Managers and Operations Managers

Managers are responsible for being knowledgeable of and implementing applicable policies and directives and taking other action, as required, to assure that personnel and operations they supervise comply with applicable requirements. This includes taking positive action to determine and reduce to as low as reasonably achievable, the accidents and incidents associated with their operations, informing employees of the safety hazards associated with their work, instructing employees in safe work methods, keeping the individual performing the specific tasks apprised of the most recent procedure and trained in its implementation, and enduring that they perform their work according to requirements. Managers have the primary responsibility for operations in the field and for taking the necessary measures to make certain that survey field activities comply with established safety requirements and shall ensure that field crews:

- Use proper safety gear
- Ensure that field crews take precaution against heat related illnesses and keep hydrated

All DebrisTech employees have an individual responsibility to:

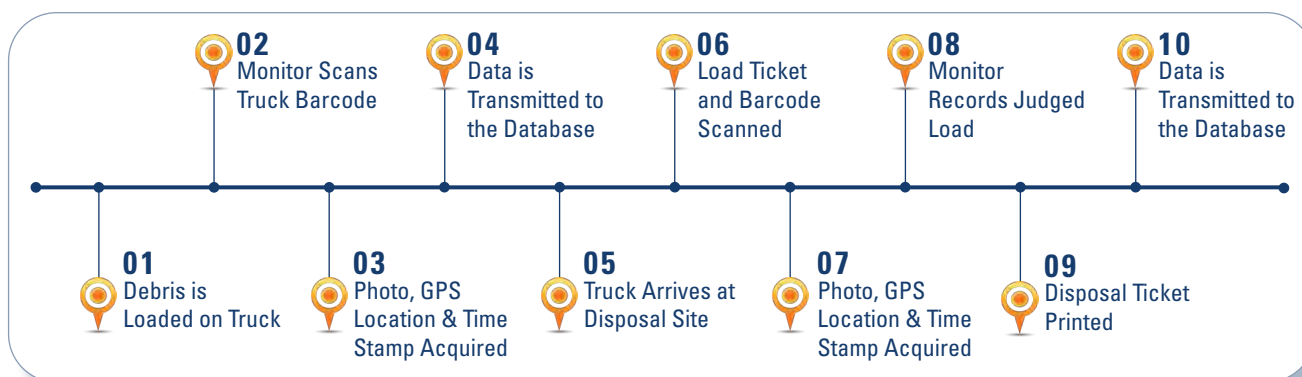
- Know and follow all health and safety rules, policies, and procedures for the area in which they are working
- Maintain a safe work environment
- Use good judgment
- Report to their supervisor immediately all
 - unsafe conditions, accidents, and
 - work related injuries and illnesses (every occupational accident or injury) must be reported immediately by using the DebrisTech's Accident Report.



AUTOMATED SYSTEM

Technical Approach with ADMS

In response to a disaster, DebrisTech sends one of its Mobile Command and Communications Centers to the project area. Each Mobile Command and Communications Center is a specially equipped, self-contained unit that provides office and living quarters for its vital team members. Each unit has computers, printers, badging and placarding systems, communication systems, training systems, and an appropriate number of load and disposal site deployment kits. The load deployment kits contain enough ruggedized tablets to document every removal crew and DMS. The disposal site kits typically include 4 tablets with MLPs, remote scanners, laser printers, paper, and printer cartridges. The kits permitted for carry-on luggage and, when necessary, may travel ahead of the Mobile Command and Communications Center by airline, if necessary. By following our emergency response project schedule our team has responded to over 125 contract activations for the services described in the RFP.



Real-Time Data

The DebrisTech Electronic Debris Management System provides real time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, etc.

This allows the debris management team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel and equipment used. The real time system eliminates the need for a large administrative staff to manually enter paper tickets.



SCALABILITY

Cradle-to-Grave Documentation

The DebrisTech Electronic Debris Management System provides accurate accounting for all loads and detailed information on stumps and leaning trees. A barcode application tool is provided to attach a unique barcode to each tree surveyed. A digital photo, GPS coordinates, timestamp, tree/ stump size, inspector ID are collected with that barcode at three critical points of the removal process.

- When Originally Surveyed and Marked for Removal
- When Loading for Transport to the Disposal Site
- When Offloaded at the Disposal Site

A unique truck/trailer barcode scanned at the loading and offloading points provides additional information.

Scaleable

Because DebrisTech is standardized on Apple's iPads as the basis for its field unit and has partnered with national cellular providers, ramping up to hundreds of units can be done in a brief period. DebrisTech has created a customization system that can transform a best of class consumer-grade tablet to a ruggedized Debris Removal Monitoring Device in minutes — utilizing the iPad's and AppleTV's mirroring feature. The Mobile Command and Communications Center's outdoor video screen, DebrisTech's first responders, can train large groups of locally hired monitors at any location. Because of the iPad's inherently user-friendly and straightforward design, a typical training class usually lasts less than 2 hours. In a typical deployment, DebrisTech's first responders arrive and assess the severity of the event and determine how many support personnel are required to deploy and fully support the system.

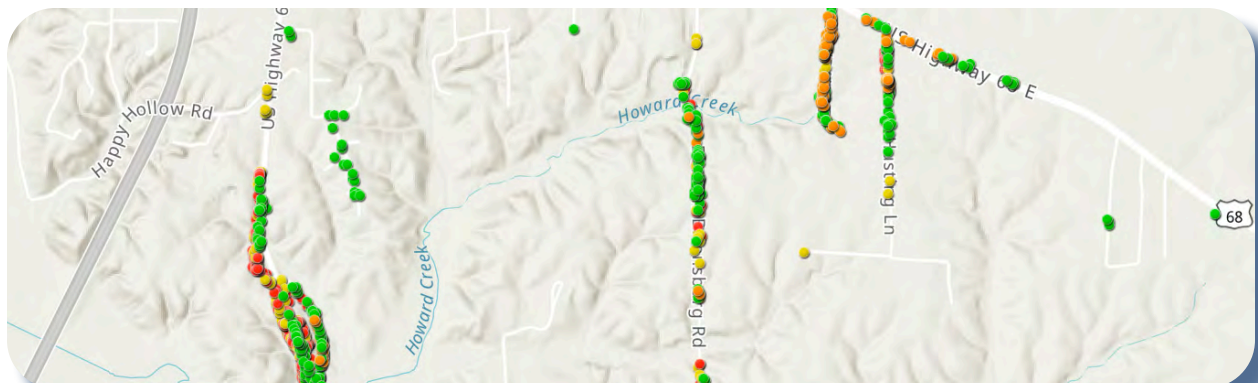
Once the deployment begins, a new server instance of the DebrisTech Debris Management Database System is created and replicated at two or more locations. In the case of this contract, a third replication is set up for government use. One server instance is designated as the primary server, and field devices submit their data to it through a secure channel over a common carrier. The other servers are updated within minutes (usually seconds) and contain an exact copy of the records submitted by the field devices. One of the secondary servers is designated as a failover server should the primary server fail, or be inaccessible due to a regional communications outage. A redundant primary fiber loop serves DebrisTech's primary server location, and its secondary and tertiary servers are geographically remote and served by different ISPs. Upon completion of a mission, a copy of all data collected is delivered to the Client in Microsoft Excel and PDF format. DebrisTech is capable of meeting the daily reporting desired by the Client. The data can also remain accessible through the DebrisTech Debris Management Database for any period as required by the contract. DebrisTech currently maintains 1000 devices, 400 ready to be deployed.



The DebrisTech Automated Debris Management System is modeled after a proven debris monitoring method that utilized a combination of handwritten paper tickets, electronic databases, and a Geographic Information System (GIS). The DebrisTech system follows this same model but replaces the handwritten tickets with real-time data collection devices. Paper receipts are still available but are no longer the primary record. DebrisTech handheld devices and software add a new level of documentation and security features. The built-in automated fraud detection and audit tools significantly reduce the potential for fraudulent activities that might result in costly de-obligations. The system can also provide real-time access to agencies, such as FEMA or the Inspector General, so that auditors can begin their task early, rather than months or years later.

GIS Compatible Geo-Fencing

The DebrisTech System also has interactive mapping features that allow authorized users to view the exact pickup and disposal location for each debris ticket in real-time. Once GIS boundaries are uploaded, the ADMS denies debris ticket acceptance if the contractor loads outside of the prescribed work zone. The ADMS assigns loads to certain districts of the clients maintained territories, such as city council districts or certain private communities.

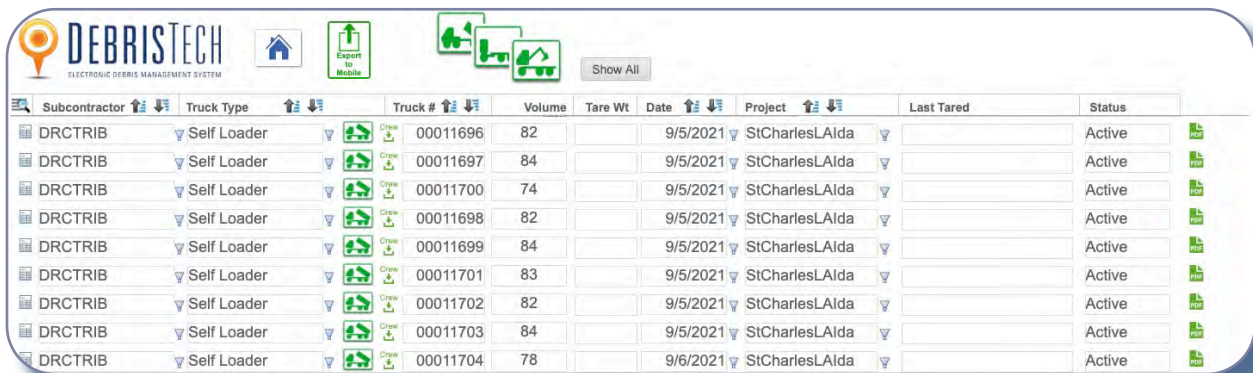




MOBILIZATION

Administration View

In the desktop platform, clicking on the load's truck icon from the debris ticket list displays the pickup and disposal point for a specific load on a map. Clicking on the Truck icon in the header displays all loads in the current filter on a map. This feature is especially useful when trying to determine where a specific truck or subcontractor is working or has worked, or simply to see where debris removal operations are taking place in real-time. These are but a few of the extensive Geographical Information System (GIS) capabilities present in the system.



Subcontractor	Truck Type	Truck #	Volume	Tare Wt	Date	Project	Last Tared	Status
DRCTRIB	Self Loader	00011696	82		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011697	84		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011700	74		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011698	82		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011699	84		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011701	83		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011702	82		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011703	84		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011704	78		9/6/2021	StCharlesLAlda		Active

Site Managers and Tower personnel are issued DebrisTech handheld scanning devices, loaded with custom software explicitly configured for their role. DebrisTech handhelds scan barcodes, take digital photographs, apply GPS location tagging, accept manual inputs in open fields, and communicate via the Internet using the cellular network and other means if required. When loading and disposal data is collected, it uploaded wirelessly to the DebrisTech Central Information Database. If cellular service is not available, the data is queued on the device and transmitted via cellular network connectivity or when the devices are in the range of the Mobile Command and Communications Center for download and transmission of the data via satellite communications.

Mobilization

Within 24 hours of notification, DebrisTech provides an adequate number of professionals and qualified personnel to the project area to begin the startup of the Debris Removal Operation. DebrisTech continues to increase its staffing from this point meet the requirements of the local government's contractor(s). Because we have worked constantly on various debris removal jobs since late 2015, we currently have a large staff of highly qualified individuals that are available to work on this project. DebrisTech is prepared to deploy as many resources as needed to meet the demands of this project. DebrisTech establishes local office(s) for



VEHICLE REGISTRATION

hiring, training, and coordination of operations between the contractor and the government. This office is our base of operations for the duration of the project.

Vehicle Registration

Each vehicle registration identifies the mission (contract number) and a responsible governmental entity. Each registration record permanently ties to the bar code that is affixed to the truck body or trailer body, supplying unique identification data for contractor vehicles and equipment. Standard forms of measure (e.g. feet and inches) records the vehicle volume capacity utilizing industry-standard equations in each registration record created. Optionally, each driver of each truck may be issued a unique barcoded DebrisTech ID that ties the driver to the load and haul vehicle. Each member of the certification team is issued a unique barcoded ID that is scanned and becomes part of the certification registration form. The member certifying the vehicle must also sign the electronic form, using the signature capture feature. The DebrisTech System automatically rejects vehicles that are not certified and associated with the current event and responsible government entity.

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Project: StCharlesLAlda

Quick Reports: Today, This Week, This Month

Custom Date: 02/01/2021 through 03/23/2022

Filter by: Type All, Truck All, Sub All

Search for Ticket: []

View Map: []

Ticket	Debris Type	Truck #	% Full	Volume	Weight	Load / Meas. / Disposal	Dump	SubCont	Transit	Direct - Miles -	Pickup Address
000828929	C & D	00001234				9/1/21				-17712	2 Judge Edward Dufresne
000828930	Vegetative	00001234				9/1/21				-17712	2 Judge Edward Dufresne
000876250	Vegetative	00011702	70	57.4		9/5/21	9/5/21	BAYDMS	DRCTIB	1:14	269 Lorraine St
001093739	Vegetative	00011696	70	57.4		9/5/21	9/5/21	BAYDMS	DRCTIB	0:51	456 Killona Dr
001093740	Vegetative	00011697	65	54.6						0:49	442 Killona Dr
000876702	Vegetative	00011703	80	67.2						0:54	301 Amie St
000832930	Vegetative	00011698	80	65.6						0:33	222 Lorraine St
000832931	Vegetative	00011699	75	63.0						0:32	235 Lorraine St
000876703	Vegetative	00011702	75	61.5						0:39	154 Ormond Blvd
000876704	Vegetative	00011698	80	65.6						0:23	285 Ormond Blvd
001093749	Vegetative	00011696	80	65.6						0:31	572 Killona Dr
000876705	Vegetative	00011698	50	41.0						0:28	Hermitage Dr
000876706	Vegetative	00011699	50	42.0						0:26	384 Ormond Blvd
000832826	Vegetative	00011702	75	61.5						0:24	340 Ormond Blvd
001093744	Vegetative	00011696	75	61.5						0:40	220 Ormond Blvd
000832932	Vegetative	00011700	95	70.3						0:30	21 Oak Aly
000832827	Vegetative	00011703	50	42.0						0:22	232 Ormond Blvd
001093745	Vegetative	00011697	65	54.6						0:18	199 Ormond Blvd
000876707	Vegetative	00011698	85	69.7						0:28	22 Hermitage Dr
000876708	Vegetative	00011699	75	63.0						0:25	20 Hermitage Dr
000832829	Vegetative	00011702	45	36.9						0:33	240 Ormond Blvd
001093737	Vegetative	00011696	65	53.3						0:29	221 Ormond Blvd
001093738	Vegetative	00011697	55	46.2						0:28	214 Ormond Blvd
000832830	Vegetative	00011703	60	50.4						0:24	230 Ormond Blvd
000832933	Vegetative	00011700	80	59.2						0:18	21 Oak Aly
000876709	Vegetative	00011698	75	61.5						0:26	22 Hermitage Dr
000876710	Vegetative	00011699	85	71.4						0:23	20 Hermitage Dr

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Truck Certification Form

Hurricane Ida Debris Removal
St. Charles Parish Government
Truck Number 00012517

Current

Truck Owner: Marriot
Truck Tag State: LA, Truck Tag Number: 757aa096
Trailer Tag State: LA, Trailer Tag Number: 757aa096
Owner Truck No: 7637

Truck Type: Self Loader
Sub Code: DRCMARR
Capacity (CY): 78

Diagram showing dimensions: 50.15", 265.5", 73", 16.97", 20", 85", 78", 316.5", 63", 34.5"

78 CY
102" Width

Bed Hoist (Inches)
L1: L2: W: H: End Radius (Inches) R: H: Bottom Radius (Inches) R: L:

Measured By: Daniel Outbirds Date Measured: 9/27/2021 1:31:56
www.DebrisTech.com



PROJECT SCHEDULE

Vehicles that need recertification (obscured bar code placards, changes in sideboards, a spot check of capacities for random audits, etc.) can be compared electronically and automatically to the audit tables and other CQC audit records of previous certifications and registrations.

Certification records are available online and in downloadable and printable form for authorized users. Each monitor is also issued a unique identification badge that contains the employee identification barcode and Project ID barcode. Like the other barcodes, they are used to easily mark the ticket with the identity of the monitor or inspector that collects and reviews the data. Still, they can be used to circumvent the signature capture requirement. Each ticket has its barcode scanned using specially configured iPads. A limited number of these secure ticket objects are issued to monitors and inspectors. Without a physical ticket, no electronic tickets can be created. This authentication is the first of a three-factor ticket authentication system. The uniquely configured iPad is the second factor. The apps used for collecting data are registered individually to unique serialized iPad IDs and cannot function on unauthorized devices. These iPads, in most cases, are issued to individuals. Still, a third factor, a real signature by the monitor or inspector is required at each data collection point through a built-in signature capture feature of the iPad. This factor reminds the submitter that they are personally responsible for the accuracy of the data submitted.

Monitoring Project Schedule

Before a disaster, DebrisTech helps the Client with its Debris Management Plan to ensure it meets FEMA regulations. We act as advisors to the Client to maximize its return with FEMA. Our services in the planning stages will be at NO COST to the Client. The planning stage is a service DebrisTech provides as the Client's Monitoring Firm. With our ADMS you have 24/7 access to the database that provides real-time updates on the progress of the cleanup. Below is a graphic that summarizes the activities that will take place over the duration of the project:





INDUSTRY- LEADING REPORTS

DebrisTech has decades of experience monitoring debris generated from a variety of events that span the United States, its territories, and FEMA regions. Through this wealth of experience, DebrisTech has developed and maintains a **wide range of reporting options**. Clients will receive debris reports daily (or at any specified interval) that are generated directly from DebrisTech's proprietary software.

At NO additional cost, DebrisTech will customize reports to fit the needs of clients. This level of customer service is one of the reasons DebrisTech is an industry leader in debris monitoring. Report examples included in this response are some of the industry-leading reports provided by DebrisTech. **DebrisTech welcomes the opportunity to share all of our reporting capabilities with potential clients, which is best accomplished with an in-person presentation.**

SAMPLE REPORT - TRUCK CERT.

DebrisTech measures and certifies every truck and trailer utilized for hauling in a debris removal project.



Truck Certification Form

Hurricane Ida Debris Removal
St. Charles Parish Government

Current

Truck Number 00012517

Unique DebrisTech code for FEMA/invoicing purposes

Truck Owner: Marriot

Truck Type: Self Loader

Truck Tag State: IL Truck Tag Number: 757aa095

Sub Code: DRCMARR

Trailer Tag State: Trailer Tag Number:

Capacity (CY): 78

Owner Truck No: 7637

Contractor ID Number

Total truck capacity



Exact Trailer Dimensions



Bed Hoist (Inches)

L1: L2:

W: H:

End Radius (Inches)

R: H:

Bottom Radius (Inches)

R: L:

Measured By: Dalton Daniel Cruthirds

Date Measured: 9/27/2021 1:31:55

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SAMPLE REPORT - HANGER TICKET

Our Hanger and Leaner Tickets document multiple points of data necessary for FEMA reimbursement. We capture three pictures for each Hanger/Leaner ticket: **1).** Documentation of the debris pre-work
2). Infrastructure at risk by the debris (showing the right-of-way)
3). Diameter of the debris post-work to ensure it meets FEMA minimum requirements

**DEBRISTECH**
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

e-Ticket
February 2022 Ice Storm Debris Removal

Ticket: 501332501
Truck: 00013788



Prime Contractor:
Michaels Tree And Loader Services

Truck Owner:
HDR

Monitoring Firm:
DebrisTech, LLC

Timestamp: 4/10/2022 7:06:35 AM

Debris Type: Hanger

Coordinates: 35.0032, -90.0083

Address: 1644 Crimson Rd

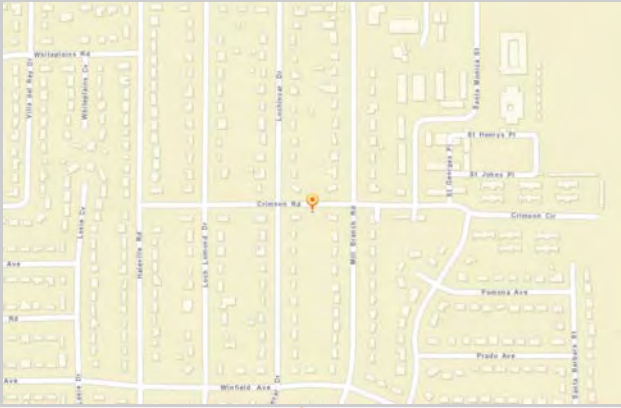
Monitor: Williams Moses Perry



1


2


3

Arrow indicates the location of the debris

Exact GPS coordinates are automatically captured with every ticket created

Map location for easy location and reference

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SAMPLE REPORT - LOAD TICKET

Our Load Tickets provide cradle-to-grave documentation of debris loads for maximum FEMA reimbursement for all eligible debris. We capture pictures for internal load calls that document:

- 1). Where the debris truck loaded the debris (ensuring it is in a valid debris area)
- 2). Load call when the truck enters the disposal site to document the percentage full
- 3). Validation that the truck disposes of the entire load and leaves the disposal site empty



DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

e-Ticket 001206810



Truck Nums: 00009113

ROE Numbers:

Project: December 2021 Tornado Debris Removal

Prime: Ashbritt

Sub: County Waste

Owner: County waste

Contract:

Zone: Dawson Springs

Road: CS-2011

Debris Type: C & D

Transit Time 14:32

Load Info

Time: 16:30:28 **Date:** 3/15/22

Loc: 37.1683, -87.6956

Mon: Joseph James Gray

Measurement Info 6.2

Time: 7:02:36 **Date:** 3/16/22

Loc: 37.1708, -87.5827

Site ID: RIAFDS

Mon: Jacob Michael Todd

Haul(d)* 6.2 **Haul(r)*** 8.4

Disposal Info

Time: 7:25:23 **Date:** 3/16/22

Loc: 37.1708, -87.5828

Site ID: RIAFDS

Mon: CHRISTOPHER ALLEN

% Full: 75

Capacity (CY): 74

Pay (CY): 55.5

1



2



Site ID indicates temporary or final disposal site

3



Load call percentage full

www.DebrisTech.com

*(d)irect, (r)oute in miles, Truck Route Distance Provided by ArcGIS.com



SAMPLE REPORT - PUNCH LIST

Having a punch list limits the work allowed by the contractor and contains overall costs. Our Punch List tickets verify that high priority items are addressed and ensures that there is an equity of coverage across all communities within an affected disaster area.

Type of debris pile needing to be picked up



DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

St. Charles Parish Government
Hurricane Ida Debris Removal

Punch List

Debris Type:

Record Number:

Truck:

Timestamp:

Prime Contractor:

Subcode:

Truck Owner:

Monitoring Firm:

Coordinates:

Address:

Monitor:



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GPS coordinates captured and street address recorded for most efficient location pinpointing of the debris pile

Map location for additional reference point

SAMPLE REPORT - DASHBOARD

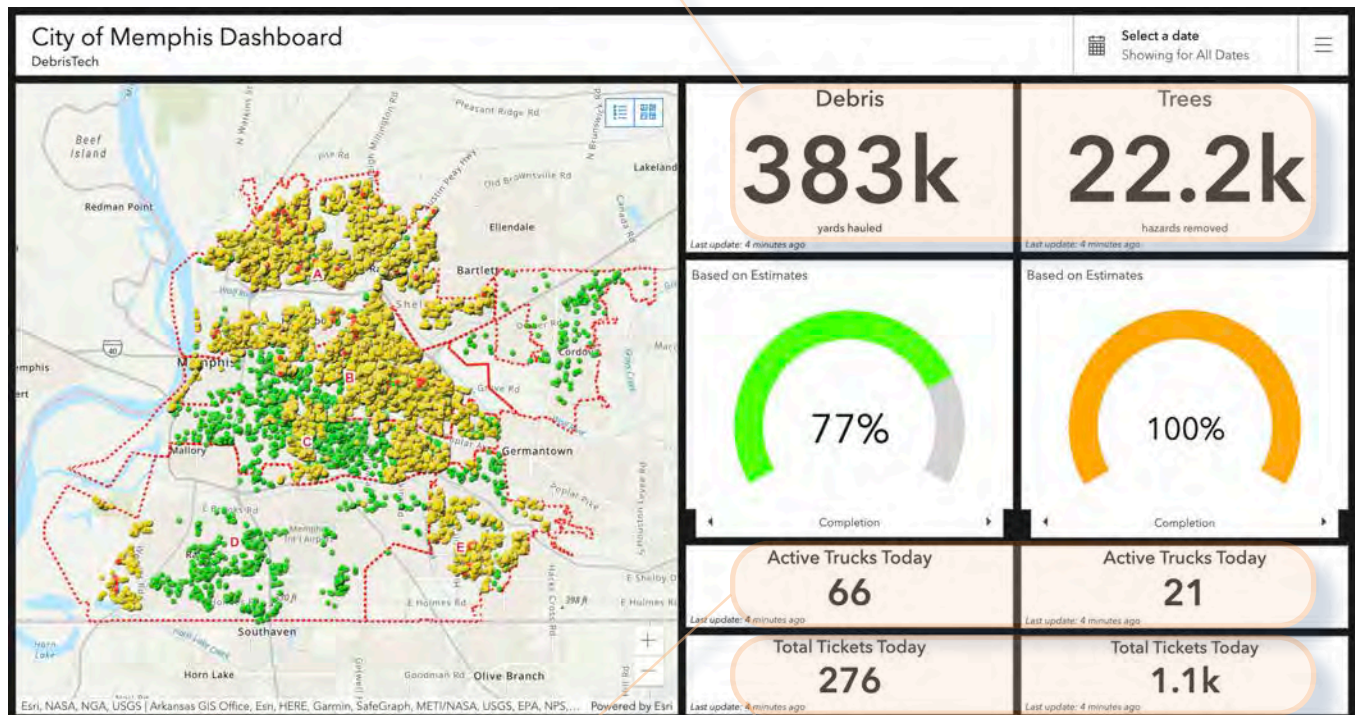
Our Dashboard gives the Client an easily accessible overview of the overall project's status and major statistics. This Dashboard can be customized to the need of the Client and can capture more than one municipality or project area. This innovative map is interactive, allowing the Client able to zoom in, click on each individual dot and view the details of that E-Ticket. The color-coding for this **real-time data** is:

Green Dots - Vegetative Debris

Yellow Dots - Hangers

Red Dots - Leaners

Up-to-date totals of total CY of debris hauled and tree hazards removed



Active trucks hauling debris and removing hangers/leaners on this particular day

Daily ticket totals created by DebrisTech monitors



SAMPLE REPORT - DAILY SUMMARY

DebrisTech's Daily Report gives real-time data to the Client and a clear picture of the project's overall progress on a daily report. This Daily Report can be customized to the needs of the Client to ensure they have all the necessary information to oversee the completion of the project.



St. Charles Parish Government Hurricane Ida Debris Removal

Debris Removal Daily Report - 11/08/2021

Contractor: DRC Total Work Days To Date: 64
Monitoring Firm: DebrisTech, LLC Total Days into Contract Period: 67

Production Data		Volume (CY)	Weight (Tons)
Trucks in Operation Today:	<u>19</u>	Today's Debris Production: <u>5,391.5</u>	<u>0.0</u>
Average Loads Per Truck:	<u>4.9</u>	Average Daily Production: <u>19,487.3</u>	<u>9.9</u>

Total active trucks on that date

Debris Quantity Summary - Right of Way				Volume (CY)		Weight (Tons)	
	Today	To Date		Today	To Date	Today	To Date
Vegetative Loads:	<u>26</u>	<u>12,538</u>	Vegetative Debris:	<u>1,565.2</u>	<u>652,930.7</u>	<u>0.0</u>	<u>15.0</u>
C & D Loads:	<u>54</u>	<u>7,556</u>	C & D Debris:	<u>2,451.4</u>	<u>350,481.5</u>	<u>0.0</u>	<u>618.8</u>
Wood Chip Loads:	<u>5</u>	<u>1,022</u>	Wood Chips:	<u>515.2</u>	<u>94,812.6</u>	<u>0.0</u>	<u>0.0</u>
C & D Haul Out Loads:	<u>9</u>	<u>1,744</u>	C & D Haul Out:	<u>859.7</u>	<u>148,959.9</u>	<u>0.0</u>	<u>0.0</u>

Daily total of debris removed

Debris Quantity Summary - Total Project				Volume (CY)		Weight (Tons)	
	Today	To Date		Today	To Date	Today	To Date
Total Loads Generated:	<u>94</u>	<u>22,860</u>	Total Cubic Yards:	<u>5,391.5</u>	<u>1,247,184.7</u>	<u>0.0</u>	<u>633.9</u>

Daily load total

Unit Rate Items				Today	To Date
	Today	To Date		Today	To Date
Leaning Trees (6"-12"):	<u>0</u>	<u>71</u>	White Goods:	<u>15</u>	<u>222</u>
Leaning Trees (13"-23"):	<u>0</u>	<u>32</u>	Stumps:	<u>0</u>	<u>0</u>
Leaning Trees (24"-36"):	<u>0</u>	<u>13</u>	Traffic Control (Inter.):	<u>0</u>	<u>0</u>
Leaning Trees (37"+):	<u>0</u>	<u>1</u>	Traffic Control (2 Way):	<u>0</u>	<u>0</u>
Hanging Limbs:	<u>0</u>	<u>1,844</u>	Separation Crew:	<u>0</u>	<u>0</u>
			Consolidation Crew:	<u>0</u>	<u>0</u>

Cumulative total of debris removed

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quantities.

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SAMPLE REPORT - ZONE SUMMARY

DebrisTech's reports can also be broken down by zones as assigned by the Client. This customization allows the Client to track needed measurables across neighborhoods, communities or zones to ensure equitable coverage of debris removal.



St. Charles Parish Government Hurricane Ida Debris Removal

Debris Quantity Summary By Zone - 02/23/2022

Zone: 11 - St. Rose

	Load Count		Volume (CY)		Weight (Tons)	
	Today	To Date	Today	To Date	Today	To Date
Vegetative Debris:	0	600	0.0	30,529.3	0.0	0.0
C & D Debris:	8	875	552.3	41,496.2	0.0	140.6
Wood Chips:	0	0	0.0	0.0	0.0	0.0
C & D Haul Out:	0	0	0.0	0.0	0.0	0.0
Zone Totals:	8	1475	552.3	72,025.5	0.0	140.6

Separate zones as specified by the Client

Zone: 12 - Bayou Gauche

	Load Count		Volume (CY)		Weight (Tons)	
	Today	To Date	Today	To Date	Today	To Date
Vegetative Debris:	4	445	244.7	21,143.5	0.0	0.0
C & D Debris:	2	483	124.0	23,719.8	0.0	4.1
Wood Chips:	0	0	0.0	0.0	0.0	0.0
C & D Haul Out:	0	0	0.0	0.0	0.0	0.0
Zone Totals:	6	928	368.7	44,863.3	0.0	4.1

Zone: 13 - Hahnville

	Load Count		Volume (CY)		Weight (Tons)	
	Today	To Date	Today	To Date	Today	To Date
Vegetative Debris:	0	984	0.0	43,942.7	0.0	0.0
C & D Debris:	0	818	0.0	32,492.3	0.0	78.1
Wood Chips:	0	0	0.0	0.0	0.0	0.0
C & D Haul Out:	0	0	0.0	0.0	0.0	0.0
Zone Totals:	0	1802	0.0	76,435.0	0.0	78.1

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quantities.

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6. Training Program



DEBRISTECH

DebrisTech Monitoring Class



Welcome

DebrisTech Monitoring Company

When a major disaster strikes, it is critical that response and recovery efforts are carried out as quickly, safely, and efficiently as possible. Our role is to document the removal of eligible storm-generated debris and maintain accountability of the debris removal contractor. DebrisTech provides trained monitors with the most advanced automated debris monitoring system.

The ADMS provides real-time data, to our clients and access to our DebrisTech Central Information Database. Allowing the client to see and monitor every step of the operation while it is happening.





Agenda

- 5- DebrisTech Command Structure
- 6- DebrisTech Team Positional Duties and Responsibilities
- 8- Monitors Duties and Responsibilities
- 9- Safety Equipment and Uniform
- 10- Safety Precautions
- 11- Equipment Registration Process
- 12- Bucket Trucks Certifications
- 13- Load Trucks Certifications
- 14- Consolidation Machines Certifications
- 15- Tree Trimming and removal Process
- 16- Debris Consolidation Process
- 17- Debris Removal Operation Process
- 18- Tree Tag Monitor Role
- 20- Leaners
- 21- Hangers
- 22-Tree Ticket Pre-Check Form
- 23- Tree Monitor Role



- 24- Tree Ticket Form
- 25- Eligible Debris
- 26- Ineligible Debris
- 27- Types of debris
- 28- Vegetative Debris
- 29- Construction and Demolition (C&D)
- 30- White Goods (WG)
- 31- Hazardous Waste (HW)
- 32- Household Hazardous Waste (HHW)
- 33- Electronic Waste (EW)
- 34- Unit Rate Ticket
- 35- Consolidation Monitor Role
- 36- Load Monitor Role
- 37- Load Ticket Form
- 38- Tower Monitor Role
- 40- Measurement Ticket
- 41- Disposal Ticket Form
- 42-Mobile Time Entry Form



DebrisTech Command Structure

It is vital to the efficiency of the overall debris operations communication to follow the command structure.

- Project Manager
- Operations Manager
- Field Coordinator
- Site Monitor/ Dump Monitor



DebrisTech Team

Positional Duties and Responsibilities

- ***Project Manager***

The Project Manager will serve as DebrisTech's primary point of contact for the project. This position will direct the activities of all company staff. Also, working directly with the client and Debris Removal Project Management Team to ensure a smooth and efficient operation. The Project Manager will be involved in all aspects of the debris removal process and reports directly to the President of the Company.

- ***Operation Manager:***

Operation Managers coordinate field operations for each zone of the project, depending on the scale of the project. Operation Managers provide training and technical support to the Field Supervisors and the Monitors. They are also responsible for reviewing and approving clock in and clock out records for all field employees in their corresponding zones. The check-in and certification of the Contractors' equipment happen when new equipment arrives on the project. The Operation Managers work closely with the Debris Removal Contractors to make sure that there are sufficient monitors in each area to help ensure operational integrity. The Operations Managers report directly to the Project Manager.





- **Field Supervisors:**

Field Supervisors will be assigned to manage the Debris Site Monitors and Tower Monitors. A Field Supervisor typically supervises 8-10 monitors. Field Supervisors assist in assigning monitors to contract haulers, assist in tracking the daily collection progress, and track the daily count of monitors necessary to meet the contract hauler's demands. Field Supervisors also provide daily collection status reports to the Operations Manager and will fill in as a Debris Site or Tower Monitor if needed. Field Supervisors report directly to their assigned Operations Manager.

- **Tower Monitors:**

Tower Monitors are trained to evaluate and certify that each load of debris represents the actual volume of the load by the percentage of total rated capacity. Tower Monitors must verify the percentage of debris and sign off on the electronic load ticket for the cubic yard quantity or weight to be FEMA reimbursable. Tower Monitors report directly to their assigned Field Supervisor.

- **Debris Site Monitors:**

Debris Site Monitors are trained to follow each removal vehicle as the process to collect eligible debris progresses throughout the project area. The Monitor is assigned to a vehicle and, documents the removal of all types of debris. The Monitor must record the debris type and vehicle number. The handheld system records the time and location. After signing the electronic load ticket, the load can be delivered to the collection site for processing. The Monitor is responsible for reporting any unsafe or unauthorized collection practices to the Field Supervisors for corrective action. Debris Site Monitors report directly to their assigned Field Supervisor.

- **Data Manager:**

Data Managers are responsible for reviewing the ticket data that is being submitted by the monitors each day. The Data Managers make contact with the Monitors, Field Supervisors, or Operations Managers when ticket issues are identified. Also, working with the field staff to get the data collection problems corrected, in real-time. The Data Managers report directly to the Project Manager.



Monitors Duties and Responsibilities

- **Tree Monitors**

The Tree Monitors will be assigned to monitor and document the removal of all hazardous trees and limbs that were damaged by the disaster by a specific bucket truck. All bucket trucks are assigned unique eight-digit numbers for each particular project. Tree Monitors assign trees ticket numbers and take pictures of hazardous trees before any work begins. This action verifies that the tree meets the requirements for removal. The GPS location of the tree, the time and date of the action and the truck number that removed/pruned the hazardous tree or tree limbs is all recorded by the ADMS. Finally, another image is acquired, showing the diameter of the leaner or hanger to determine its value.

- **Consolidation Monitors**

The Consolidation Monitors will be assigned to monitor and document all debris consolidation processes on the right of way. They are verifying that only eligible debris is gathered in piles. This position is required when the right of way debris has to be consolidated. Often by a piece of equipment or team of grounds people. This act aids in the efficient collection of the debris by larger removal vehicles.

- **Load Monitors**

Load Monitors will be assigned to monitor and document all eligible debris loads that are being collected from the right of way. The primary function of this position is to assign a ticket number to a load of debris to later identify all information relevant to that load such as date, time, location, and type.

- **Tower Monitors**

The Tower Monitor documents the volume of every load of debris that each truck brings into the DMS. Using the ADMS, tickets are scanned recording the type of debris, truck number, GPS coordinates of the site, and an image of the load from the tower, to support any load call. After the truck disposes of the load at the site, it returns to the tower where the tower monitor documents the empty vessel. The final picture completes the DebrisTech 3 part method of documenting the debris removal process as mandated by FEMA and the OIG.



Safety Equipment and Uniform

- Appropriate Clothing
 - Long Pants (preferably jeans)
 - Sleeve Shirts (shirts without sleeves are not allowed)
 - Closed Shoes (preferably boots)
- Personnel Protection Equipment (PPE)
 - Hard Hat
 - Safety vest with reflectors
 - Safety Glasses
 - Ear Protectors
 - CELL PHONE



Safety Precautions



- YOU should be responsible for your Personal safety at all times.
- Actions that will keep you safe
 - Keeping safety distance from the heavy machinery, loud equipment, and any traffic
 - Keeping safety distance from the Large Debris Piles
 - Swap information with your Field Coordinator
 - Be mindful of low cell services areas
 - Be aware of natural and wildlife hazards
 - Keep yourself hydrated at all times
 - Inform to your field coordinator if you have any medical conditions such as allergies or heart conditions



Equipment Registration Process



Equipment Registration is the first step to begin any debris removal project. The image displayed on this slide is the DebrisTech Truck Placard. DebrisTech project managers and operations managers certify and register all equipment provided by the removal contractor before it can start work. Registration allows the system to identify what equipment is being used and its information such as capacity, responsibility, and owner.

Bucket Trucks Certifications

We certify every bucket truck too. Creating these certificates allows our team to track and recall any document action about or taken by this vehicle.



DEBRISTECH ELECTRONIC DEBRIS MANAGEMENT SYSTEM	
Truck Certification Form	
DRD Hurricane Maria Debris Removal	
Puerto Rico Sports and Recreation Department	
Current Truck Number 00005988	
Truck Owner: <u>W-Construction</u>	Truck Type: <u>Bucket Truck</u>
Truck Tag State: <u>MI</u> Truck Tag Number: <u>826 8000</u>	Sub Code: <u>LO/SA/CON</u>
Trailer Tag State: _____ Trailer Tag Number: _____	
Owner Truck No: <u>4300</u>	
	
Measured By: <u>Juan Rouse</u>	Date Measured: <u>6/20/2019 10:58:25</u>
www.DebrisTech.com	

Load Trucks Certifications

Truck certifications are a part of any Project Work Sheet submitted to FEMA. Our ADMS System generates easy to navigate, truck certification forms.





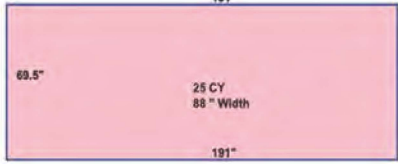
DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Truck Certification Form

North Zone Hurricane Maria Debris Removal
San Juan, PR

Current **Truck Number 00004449**

Truck Owner: FJM Services	Truck Type: Dump Truck
Truck Tag State: PR, Truck Tag Number: JV2028	Sub Code: RPFF,PS
Trailer Tag State: _____ Trailer Tag Number: _____	Capacity (CY): 25
Owner Truck No: 8734	





Bed Height (inches)
L1: _____ L2: _____
W: _____ H: _____

End Radius (inches)
R: _____ H: _____

Bottom Radius (inches)
R: _____ L: _____

Measured By: Ivan Duran

Date Measured: 30/2019 7:12:48

www.DebrisTech.com

Consolidation Machines Certifications

We certify and assign a truck number to every Consolidation Machine. We make a file with the truck number and get all the Consolidation Machine information: Type of machine, Tag number or vin number, contractor name, and a picture of the machine.





DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Truck Certification Form

DRD Hurricane Maria Debris Removal
Puerto Rico Sports and Recreation Department

Current **Truck Number 00006098**

Truck Owner: Richmond Tree Experts	Truck Type: Skid Steer
Truck Tag State: PR, Truck Tag Number: 0000	Sub Code: CESRTE8
Trailer Tag State: _____ Trailer Tag Number: _____	Capacity (CY): _____
Owner Truck No: 1348	



Measured By: Robert Ellis

Date Measured: 8/24/2019 8:15:50

www.DebrisTech.com



Tree Trimming and Removal Process

Step one

A Tree Monitor will monitor and document the removal process of all the eligible hazardous hanging tree limbs and leaning trees that represent an immediate threat to the right of way.

Step two

The Tree Monitor will document with a picture of why a tree is eligible. After acquiring GPS coordinates, the date, the time, the contractor's name, and the type of classification (Leander or Hanger) the removal or pruning can begin.

Step three

The tree monitor documents with a second picture after removing the eligible hazardous hanging tree limbs or leaning tree. Thereby, certifying size of the leaner/hang and the completion of the job.



DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Ticket: 500828278
Truck: 00005962
Tag ID: R101148



DRD
DEPARTAMENTO DE RECREACIÓN Y DEPORTES

e-Ticket
DRD Hurricane Maria Debris Removal

Site: 419 - Punta Salinas

Prime Contractor:

Truck Owner:

Monitoring Firm:

Timestamp: 6/24/2019 10:41:30 AM

Debris Type: Tree Size:

Coordinates:

Address:

Monitor:
ROB






www.DebrisTech.com

Debris Consolidation Process

Step One

When the machine is ready to start working gathering the debris in piles in the morning the monitor will open a Unit Rate Ticket scanning the number assigned to the machine, scanning his Employee ID, scanning the Project ID, taking a picture of the machine, getting GPS coordinates and monitor the machine through the day making sure that he is only consolidating eligible debris.

Step Two

The monitor at the end of the day will proceed to close the Unit Rate Ticket scanning the number assigned to the machine, scanning his Employee ID, scanning the Project ID, taking a picture of the machine, getting GPS coordinates, the monitor have to right his signature and also the person who was operating the machine.



DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Ticket: 600037296
Truck: 00005993



DRD
DEPARTAMENTO DE RECREACIÓN Y DEPORTES

e-Ticket
DRD Hurricane Maria Debris Removal

Site: 34 - Carloca

Prime Contractor:

Truck Owner:

Monitoring Firm:

Timestamp: 7/29/2019 7:01:07 AM

Item: ROW Debris Consolidation Crew

Qty: Unit:

Coordinates:

Address:

Monitor:
ERA






www.DebrisTech.com



Debris Removal Operation Process

Step one

We monitor and document the eligibility of the debris, debris type where the load was collected with GPS coordinates, time, date, pictures, ticket number, truck number, contractor name, monitor ID and signature.

Step two

We monitor and document the truck the entrance and evaluate the percentage of the load of debris estimate how many cubic yards it been deposit, GPS coordinates where is been deposit, time, date, pictures of the load, load ticket number, truck number, contractor name, monitor ID and signature.

Step three

We monitor and document the truck the exit making sure that the load was deposit at the site with GPS coordinates where is been deposit, time, date, pictures of the load, load ticket number, truck number, contractor name, monitor ID and signature.

DEBRISTECH e-Ticket 000271961
 ELECTRONIC DEBRIS MANAGEMENT SYSTEM
 Project: DRD Hurricane Maria Debris Removal
 Prime: Ceres Environmental
 Monitor: DebrisTech, LLC
 Debris: Vegetative
 Transit Time: 1:01
 Load Info: Time: 9:52:00 Date: 7/1/19 Loc: 18.0242, -86.3336 Mon: Irma Orrego
 Measurement Info: Time: 10:53:19 Date: 7/1/19 Loc: 18.1475, -86.0852 Mon: Marcos De Jesus
 Disposal Info: Time: 11:00:13 Date: 7/1/19 Loc: 18.1475, -86.0852 Mon: Jose Estrada
 % Full: 89
 Capacity (CY): 19
 Pay (CY): 17.1

Tree Tag Monitor Role

The tags featured on this slide are to eliminate unnecessary cuts or removals. DebrisTech designed labels to be hammered or stapled into specific trees indicating the required action by the arborist. The ADMS generates a list and corresponding map of necessary tree work that must be done to eliminate any immediate danger to the public right of way by hazardous leaners or hangers.





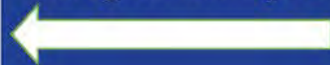
Leaners

- Tree trunk diameter must be 6 inches or greater measured 4.5 feet above ground level.
- Has a splint trunk.
- Has a broken canopy.
- Its is leaning at an angle greater than 30 degrees
- Root ball exposure.
- Be a threat to lives or public health and safety
- Be a threat of significant damage to improved public or private property



Leaners Examples

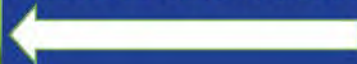
30 degrees leaning tree



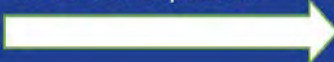
50% of the canopy gone



6 inches or more of diameter



Root Ball exposure





Hangers

- Hangers (Hazardous Broken Limbs)
- Criteria to be Eligible Hanger
 - Removal of broken limbs or branches that are 2 inches or larger in diameter (measured at the point of break) that pose an immediate threat are eligible.
 - Example: Broken limb or branch that is hanging over-improved public property. Including public use areas, such as trails, sidewalks, or playgrounds if it could fall and cause injury or damage to improved public property.
 - There should be no limbs or branches cut that are located There should be no limbs or branches cut that are located on private property unless:
 - The limbs or branches extend over the Public ROW;
 - The limbs or branches pose an immediate threat; and
 - The applicant removes the hazard from the Public ROW (without entering private property)
- Must get a picture before, and after cut is made.



Tree Ticket Pre-Check Form

1-Scan Tree Inspector ID

2-Scan Project ID

3-Select Tree Information

- Common Name
- Scientific Name
- Diameter of the tree-DBH (inches)
- Height (feet)
- Tree Condition
- Recommendation

4-Get close to the tree and press the orange DebrisTech GPS logo to get coordinates of the tree

5-Take a picture showing what is wrong with the tree, then press use photo and point in the picture with the pink arrow where the problem is

6-Take a full picture of the tree

7-Staple the Tree Tag to the tree according to the recommendation

- Trim
- Remove
- Protected

8-Scan the Tree Tag

9-Right your Signature

10-Submit the Tree Pre-Check Form Ticket

DEBRISTECH

Tree Pre-Check Form

1 Record Waiting to be Synced.

Tree Inspector: Ivan Rouco

Project ID: PRDRD

Tree Tag ID: R103725

Location Info:

Lat: 18.478667

Long: -66.348102

Tree Information:

Common Name: Palma Sombrero

Scientific Name: Brahea dulcis

DBH (Inches): 11

Height (Feet): 13

Tree Condition: Dead

Recommendation: Remove

Picture #1:

Picture #2:

Prev 1 Next

IRR

Exit Clear Form Submit



Tree Monitor Role

- The Tree Monitors must monitor and document the removal of eligible hazardous hanging tree limbs, trees, and stumps. Located on the ROW that was affected by the disaster and now represent an immediate threat.
- The Tree Monitors will have to submit one Tree Tickets per tree. (only if is a tree with one hanging limb that needs to be cut or 20 they still receive one ticket per tree)
- Routine pruning, maintenance, trimming is NOT eligible.



Tree Ticket Form

- 1-Scan Employ ID
- 2-Scan Project ID
- 3-Scan Truck ID
(Bucket Truck Sticker)
- 4-Scan the Tree Tag ID
- 5-Identify qualification of the Tree
(Leaner Or Hanger)
- 6-Take a picture showing the tree eligibility then mark with the pink arrow where the problem is.
- 7-Press the DebrisTech Logo to get the GPS Location of the tree
- 8-The contractor cut the hanging limbs or remove the tree.
- 9-Take a picture of: A-Hanger or B-Leaner
 - A-Hanger:
Take picture of one of the limbs and the tape measure showing that the limb diameter is 2 inches or more
 - B-Leaner-
Take picture of one of the trunk of the tree and the tape measure about 4.5ft height showing that the diameter of the tree trunk is 6 inches or more.
- 10-Add the diameter of the tree.
- 11-Place your signature
- 12-Scan a Tree Ticket and mark at the back of the if is a Hanger or a Leaner and the diameter
- 13-Submit the Leaner/Hanger Tree Ticket

DEBRISTECH
Leaner / Hanger Ticket Entry Form
1 Record Waiting to be Synced.

Employee ID: Ivan Rouco Project ID: PRDRD

Truck Number: 00006006 Ticket Number: 500349051 Tag ID: R108996

Hazard: ☒ Leaner ☐ Hanger Diameter: 7

Lat: 18.47857 Long: -88.348185

Pre-Work: [Image of tree] Post Work: [Image of tree]

Lat: 18.47857 Long: -88.348185

Sent to Server: Signature: [Handwritten: IRP]

Prev 1 Next

Exit Clear Form Submit

Eligible Debris

The work is eligible for Public Assistance reimbursement if it is necessary to eliminate Disaster related immediate threat.

- To lives or public health and safety
- Of significant damage to improved public or private property

If property owners move disaster related debris to a public right-of-way, the debris removal may be eligible for a defined period of time. Eligible debris removal must be

- Disaster- generated
- Located on public right-of-way
- The responsibility of local public entities, State agencies and some facilities owned by private nonprofits



Ineligible Debris

Ineligible debris removal consists of debris removed from

- Commercial property, unless approved by FEMA
- Churches
- Forest and heavily wooded areas (un-maintained and not used by the public)
- Unimproved property including vacant lots
- Agricultural land
- C&D generated from restoration work rather than
- Non-disaster-generated
- Concrete slabs as a result of demolition
- Private property after approved time frame
- **ONLY FEMA HAS AUTHORITY TO MAKE ELIGIBILITY DECISIONS NOT CONTRACTORS**



Types of debris

- Vegetative
- Construction and demolition (C&D)
- White goods (WG)
- Hazardous waste (HW)
- Household hazardous waste (HHW)
- Electronic Waste (EW)



Vegetative Debris

Vegetative Debris Consists of Damaged Trees, Branches, Limbs and Other Woody Debris.



Construction and Demolition C&D

Construction and Demolition (C&D) debris can be defined as damaged components of buildings and structures. Such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor covering, window covering, pipe, concrete, fully cured asphalt, furnishing, and fixtures.



White Goods (WG)

White goods (WG) are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. Many white goods contain ozone depleting refrigerants, mercury or compressor oils that must be removed and processed following environmental protocols and procedures before the white goods can be further processed for disposal and recycling.



Hazardous Waste (HW)

- Hazardous Waste(HW) is regulated under the Resource Conservation and Recover Act (RCRA) and contains properties that make it potentially harmful to human health or the environment. In regulatory terms, a RCRA hazardous waste is waste that appears on one for the four HW list or exhibits at least one of the following for Characteristics.
- Ignitability
- Corrosivity
- Reactivity
- Toxicity



Household Hazardous Waste (HHW)

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



Electronic Waste (EW)

Electronic waste (EW) refers to electronics that contain hazardous materials, such as cathode ray tubes. Examples of e-waste include computer monitors and televisions. Typically these products contain minerals and chemicals that require specific disposal methods.



Unit Rate Ticket

- 1-Scan the Unit Rate Ticket barcode
- 2-Scan Employee ID
- 3-Scan the Consolidation Truck Number barcode
- 4-Scan the Project ID
- 5-Select the Pay Item
 - Curbside/Site Debris Separation Crew
 - Row Debris Consolidation Crew
 - Traffic Control – 2 Way
 - Traffic Control – Intermittent
- 6- Take a picture of the Consolidation Machine. By taking the picture DebrisTech system automatically also get the GPS location coordinates and the Road that the Consolidation Machine started working.
- 7-Press the Save button. This will save and lock the form so the Monitor can finish the Unit Rate Ticket when the Consolidation Machine is done working.
- 8-Monitor that the Consolidation Machine is working and gathering only eligible debris and from the eligible areas.
- 9--When the Consolidation Machine is done working take a picture of the Consolidation Machine. By taking the picture DebrisTech system automatically also get the GPS location coordinates and the road that the Consolidation Machine stop working.
- 10-Monitor Signature
- 11-Operator Signature
- 12-Press Submit to save the Unit Rate Ticket in the database
- 13-Transfer code provided by our system to validate the Ticket in the Unit Rate Ticket Contractor receipt
- 14-Provide Contractor one of the copies of the Unit Rate Tickets

DEBRISTECH
Unit Rate Ticket Entry Form
1 Record Waiting to be Synced.

Employee ID: Ivan Rouco
Ticket Number: 800035890

Truck Number: 00080006
Project ID: PR0RD

Pay Item: ROW Debris Consolidation Crew
Unit: Day
Quantity: 1

Pre-Work: 
Post Work: 

Lat: 26.40395
Long: -80.375489
Time: 8/18/2019 3:54:53 PM

Monitor Signature: 
Contractor Signature: 

Exit Clear Form Submit

Consolidation Monitor Role

The Consolidation Monitors will be assigned to monitor and document all the debris consolidation process to make sure that they are gathering the debris in piles and making sure that is eligible debris from the allowed areas.



Load Monitor Role

The role of the load monitor is to monitor and document the removal of eligible storm-generated debris. Once the debris is loaded, a monitor's final responsibility is to issue the load ticket. This ticket assigns a tracking number to that load of debris..



Load Ticket Form

- 1-Scan the Employee ID
- 2-Scan can the Project ID
- 3-Scan can the Truck Number
- 4-Select the Debris Type
- 5-Take a picture of the Load Truck. While saving the image the device saves the current GPS location
- 6-Sign the ticket
- 7-Scan the Load Ticket Number
- 8-Submit the Load Ticket
- 9-Pass the physical ticket to the operator to be taken to the TDMS

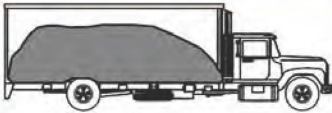
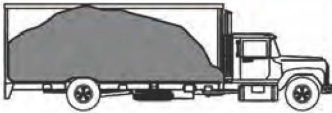
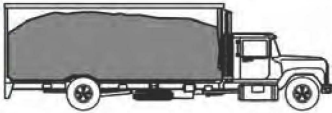
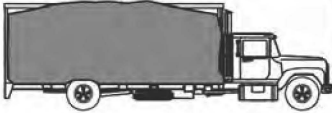
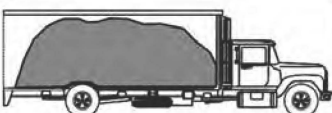


Tower Monitor Role

The Tower Monitors will be assigned to monitor and document how many cubic yards every loaded truck is bringing into the site. Once the truck has dumped the load at the site and ready to go out of the site, the tower monitors document with the load ticket number, truck number, GPS coordinates of the site, the time, the date and a picture showing that the truck is empty.





DEBRIS MONITOR GUIDELINES FOR ESTIMATING QUANTITIES		DEBRIS MONITOR GUIDELINES FOR ESTIMATING QUANTITIES	
			
Truck without a structural tailgate. Its maximum load is automatically reduced to 85 percent of the rated truck size.	Truck without a tailgate. Its load capacity is automatically reduced to 85 percent. Flat-sided trucks may not be capable of being mechanically compacted. This means the truck capacity should be further reduced.	60 Percent Debris Load in Truck If truck bed measured 20 cubic yards (CY), this 60 percent load would be 12 CY.	75 Percent Debris Load in Truck If truck bed measured 20 CY, this 75 percent load would be 15 CY.
			
Truck without a tailgate. Its maximum load capacity is reduced to 85 percent. This truck is claimed to be "fully loaded" with branches sticking above the top and beyond the back of the truck bed—the actual load is only 75 percent.	Truck with branches extending above the top of the truck sides. Although claiming to be "fully loaded," the load is filled with air pockets and the actual load is only 70 percent of the rated load capacity.	85 Percent Debris Load in Truck If truck bed measured 20 CY, this 85 percent load would be 17 CY.	95 Percent Debris Load in Truck If truck bed measured 20 CY, this 95 percent load would be 19 CY.
			
This 20-4Y roll-off container has a tailgate (in open position). The load appears to be near top of truck sides and was estimated at 85 percent. The assessment was done from the ground; no monitor tower was used at this BMS (see next photograph).	This is the actual load from the 20-4Y container truck shown on left. It measures approximately 4 CY when on the ground.	85 Percent Debris Load in Truck w/ No Tailgate This truck has no structural tailgate—the capacity would automatically be reduced from 20 CY to 17 CY (85 percent reduction). Then the debris load itself is 85 percent of fully loaded—14.5 CY.	75 Percent Debris Load in Truck w/ No Tailgate This truck has no structural tailgate—the capacity would automatically be reduced from 20 CY to 17 CY (85 percent reduction). Then the debris load itself is 75 percent of fully loaded—12.8 CY.

Measurement Ticket Form

- 1-Scan the Disposal ID
- 2-Scan Employee ID
- 3-Scan the Load Ticket Number
- 4-Scan the Load Truck Number. By Scanning the Load Truck Number DebrisTech System pull the Load Truck capacity from the database.
- 5-Select the Debris Type
- 6-Evaluate how full is the Load Truck and select the Percentage of the Load. By selecting the Load Percentage DebrisTech System calculate the Pay Volume of the load.
- 7-Take a picture showing the load that the Load Truck is bringing to the Site. By taking the picture DebrisTech system automatically also get the date, the time, GPS location coordinates and the Road where the the Disposal Site is located.
- 8-Right your signature
- 9-Submit the Measurement Ticket
- 10-Print the Receipts, keep one and give the other copy to the Load Truck Driver.

Remote Debris Ticket Measurement Form

Printer: StarMicro All Records Up To Date! Copy Previous

Measurement Site ID: Employee ID:

Ticket Number: Truck Number: Capacity:

Debris Type: Percent Full: Pay Volume:

Latitude: Update Trucks

Longitude: Reprint Ticket

Sent to Server: 1

Signature:

Disposal Picture: 

Disposal Ticket Form

Once the Load Truck dump the load in the Temporary or Final Destination Site. Stop at the exit tower.

- 1-Scan the Disposal ID
- 2-Scan Employee ID
- 3-Scan the Load Ticket Number
- 4-Scan the Load Truck Number
- 5-Take a picture showing that the Load Truck is empty. By taking the picture DebrisTech system automatically also get the date, the time, GPS location coordinates and the Road where the Disposal Site is located.
- 6-Right your signature
- 7-Submit the Disposal Ticket



The screenshot shows the 'DebrisTech Debris Disposal Ticket Entry Form' interface. At the top, it says 'Remote' and 'All Records Up To Date!'. There are buttons for 'Copy' and 'Previous'. The form contains several input fields: 'Disposal Site ID' (with value 'ADJDMS'), 'Employee ID' (with value 'Ivan Rouco'), 'Ticket Number' (with value '000287201'), and 'Truck Number' (with value '00006006'). There are also fields for 'Latitude' (18.478666) and 'Longitude' (-66.348082). A 'Disposal Picture' section shows a photo of an empty truck bed. Below the picture, there is a 'Signature' field with the handwritten signature 'IRP'. At the bottom, there are buttons for 'Exit', 'Clear Form', and 'Submit'. A 'Sent to Server' status shows 'Prev 1 Next'.

DebrisTech Clock in System

The Mobile Time Entry Form is designed to clock in and clock out all our Staff. We also track with GPS coordinates of where are they clock in all the hours and dates. We provide every employee with an ID displaying their picture, name, position, and a barcode at the front, and the back is the project ID. The Time Keepers are the only members allowed to Clock In and Clock Out employees and they are typically the Field Coordinators, Operation Managers or Project Managers.



Front

Back



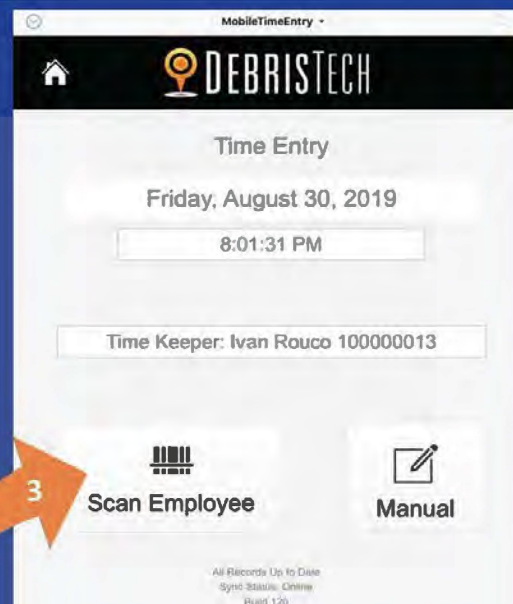
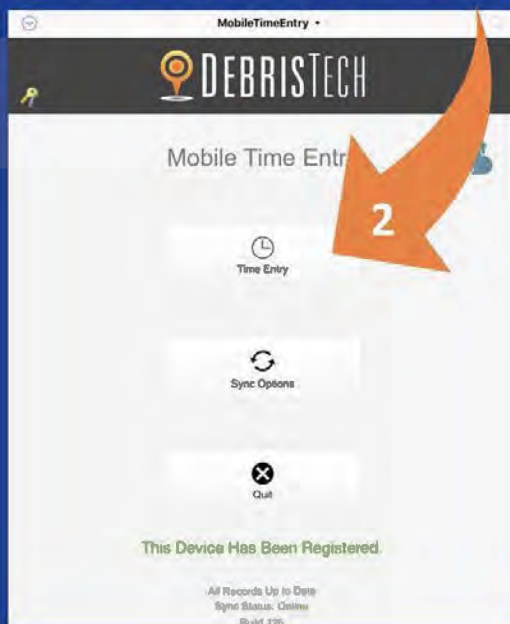
Mobile Time Entry Form

Clocking In and Clocking Out

1-To Clock In or Clock Out when the Monitor is ready to start or to stop working the Time Keeper press the Scan Badge for Access Button and scan his or her Employee ID

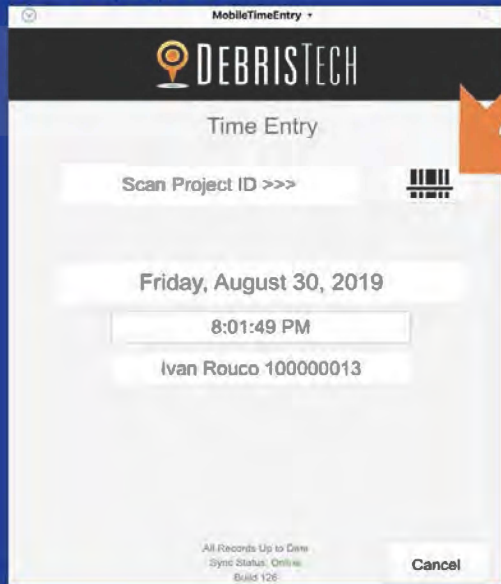
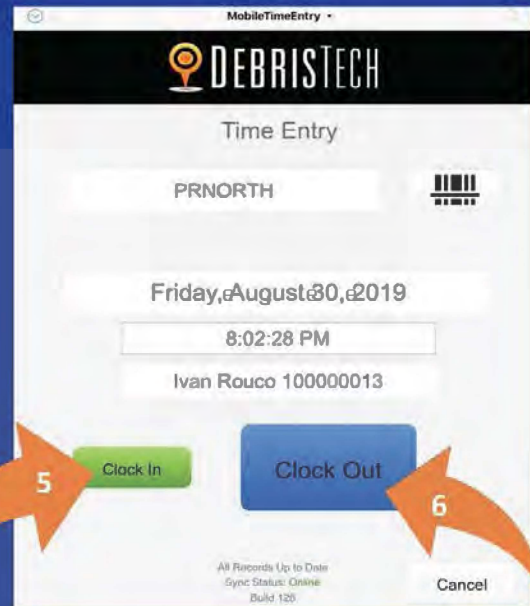


2-Press Time Entry Button



3-Press the Scan Employee Button and scan the Employee ID Front Barcode

4-Press the Barcode Button and scan the Project ID Barcode at the Back of the Employee ID

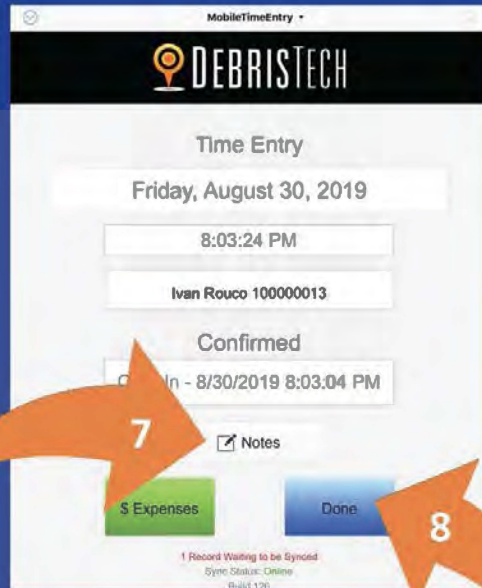



5-To Clock IN press the Green Clock In Button

6-To Clock Out press the Blue Clock Out Button



7-Check the information and verify it is correct if there is an error and needs to be corrected press the Notes Button and leave a note explaining where is the mistake and type in the accurate information



8-Press the Blue Done Button to submit the Mobile Time Entry Form

Recap: Monitors Responsibly

- As a Monitor, your primary responsibility is to document the work of the removal contractor
- Be aware of eligibility
- Stay on the Public Right-of-way
- Report issues to your direct supervisor
- Properly and accurately complete load tickets
- Ensure types of loads are not mixed (C&D with Vegetation)
- Verify contractor personnel safety standards are maintained
- If you aren't sure about something call your supervisor and ask





7. Minority/ Women (M/WBE) Participation



DEBRISTECH



M/WBE PARTICIPATION

DebrisTech conscientiously looks for opportunities to work with small, women-, minority-owned and disadvantaged business enterprises whose specific capabilities complement our own skills for the benefit of our. We have established working relationships with a number of small, women, and minority-owned firms, and have worked with many agencies having equal employment opportunity requirements. DebrisTech employs Landfall Strategies, LLC to staff projects with needed local employees for larger projects. Landfall Strategies, LLC is a certified M/WBE company.

State of Florida

**Woman & Minority Business
Certification**

Landfall Strategies LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

01/03/2023 to 01/03/2025

J. Todd Inman
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd



8. Subcontractors



DEBRISTECH



PROPOSED SUBCONTRACTORS

Subcontracting Protocol

DebrisTech conscientiously looks for opportunities to work with small, women-, minority-owned and disadvantaged business enterprises whose specific capabilities complement our own skills for the benefit of our. We have established working relationships with a number of small, women, and minority-owned firms, and have worked with many agencies having equal employment opportunity requirements. In addition, we maintain contact and knowledge of the qualifications of these firms in an effort to select appropriate subcontractors for specific projects. Should the need for a subcontractor arise during a project, we contact a subcontractor whose capabilities meet the requirements. DebrisTech employs Landfall Strategies, LLC to staff projects with needed local employees for larger projects. Landfall Strategies, LLC is a certified M/WBE company.

State of Florida

Woman & Minority Business Certification

Landfall Strategies LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
01/03/2023 to 01/03/2025

J. Todd Inman
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9. Forms



DEBRISTECH



RFP 2023-08

Disaster Debris Monitoring Services

Addendum #1

Due Date: 11:00 AM EST, March 8, 2023

This addendum is incorporated into and made a part of the Request for Proposals ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarification:

1. This addendum is issued, in part, edit Section 5. Progress Payments, as follows:
"Town may withhold, in whole or in part, payment to such extent as many be necessary to protect itself from loss on account of:
 - ~~Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town because of Contractor's performance.~~
 - ~~Failure of Contractor to make payments properly to a Subcontractor, or for material or labor.~~
 - ~~Damage to another Contractor not remedied.~~
 - ~~Liquidated damages and costs incurred by Town due to the Contractor's performance or lack thereof.~~
 - ~~Failure of Contractor to provide any and all documents required by the Contract.~~
 - Failure of Contractor to provide any and all documents required by the Agreement that are not in accordance with FEMA regulations.
2. Section 8. Notices, shall be edited as follows:
"Whenever either party desires to give notice unto the other, such notice must be in writing, sent either by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified or notification by email with proof of delivery receipt."
3. Section 45. Liquidated Damages is hereby omitted in its entirety.
4. "Certification – Trench Safety Act" is hereby retracted and removed from the solicitation package.
5. Section C: Federal Provisions, Item 1a. shall be edited as follows:
"Contracts for more than the simplified acquisition threshold currently set at ~~\$150,000~~ \$250,000...."
6. Section B4. Field Collection Monitoring, item j is hereby edit as follows:
"Consultant must provide or arrange for field operations trailers and generators and/or adequate operational resources at all TDSRs for use by its staff, including Town staff designated to monitor recovery efforts."

Questions:

1. Will the Town clarify if non-labor expenses (per diem for management) can be billed to the Town at no mark up?

Response: No.



2. Is the Contractor allowed to invoice the Town 1.5x the submitted rates for hours worked over 40/week?

Response: Contract shall be in accordance with Contract Work Hours and Safety Standards Act.

3. How should Proposers address the positions that are on the price sheet that are not necessary to operations? Can Proposers indicate that we shall not charge for these positions?

Response: If Proposer will not charge for positions that are not necessary to operations, please leave space blank.

4. Will the Town consider removing the Bonding requirements?

Response: No.

Acknowledgement:

Debra McCormick
Name of Signatory

Business Manager

Title

March 3, 2023

Date


Signature

DebrisTech, LLC

Name of Bidder

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

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

1. This sworn statement is submitted to the Town of Miami Lakes

by Debra McCormick, Business Manager

[print individual's name and title]

for DebrisTech, LLC

[print name of entity submitting sworn statement]

whose business address is

923 Goodyear Blvd

Picayune, MS 39466

and (if applicable) its Federal Employer Identification Number (FEIN) is 27-3362906

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

signing this sworn statement: Debra McCormick)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

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

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

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

WITNESS, my hand and official seal this 24 day of February, 2023.

My Commission Expires: 9/20/25

Herma L. Dungan, IV

Notary Public State of Mississippi at Large



ANTI-KICKBACK AFFIDAVIT

STATE OF Mississippi }
 }
COUNTY OF Forrest }

SS:

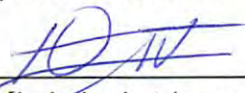
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and DebrisTech, LLC or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 
Title: Business Manager

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

WITNESS, my hand and official seal 23 day of February, 2023.

this My Commission Expires: 09/20/2025

Herman Dungan, IV 
Notary Public State of Mississippi at Large



CONFLICT OF INTEREST AFFIDAVIT

State of MS }
County of Forrest } SS:

Debra McCormick being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of DebrisTech, LLC, the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Witness

By [Signature]

Debra McCormick
(Printed Name)

Business Manager
(Title)

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

WITNESS, my hand and official seal 23 day of February, 2023.
this My Commission Expires: 09/20/2025

Herman Dungan, IV
Notary Public State of Mississippi at Large



COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
 - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: DebrisTech, LLC

Authorized representative (print): Debra McCormick

Authorized representative (signature): 

Date: Feb 24, 2023



PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: DebrisTech, LLC

Solicitation No.: 2023-08

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

None

Last name	First name	Relationship
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- b) Any family relationships with any employee or elected representative of the Town.

None

Last name	First name	Relationship
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Authorized Signature

Feb 24, 2023

Date:

Print Name

Business Manager

Title:

E-VERIFY COMPLIANCE CERTIFICATION

In accordance with County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the Town upon request.

As the person authorized to sign this statement, I certify that this company **complies/will comply fully** with the above requirements.

DATE: February 24, 2023

SIGNATURE: _____



COMPANY: DebrisTech, LLC

ADDRESS: 923 Goodyear Blvd, Picayune, MS 39466

NAME: Debra McCormick

TITLE: Business Manager

EMAIL: Debra@debristech.com

PHONE NO.: 601-658-9598

NON-COLLUSIVE AFFIDAVIT

State of Mississippi }
County of Forrest } SS:
}

Debra McCormick being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

[Signature]
Witness

By: _____

Debra McCormick

(Printed Name)
Business Manager

(Title)
Debra McCormick

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

WITNESS, my hand and official seal 23 day of February, 2023.

this My Commission Expires: 09/20/2025

Herman Dungan, IV
Notary Public State of Mississippi at Large



NON-COLLUSIVE AFFIDAVIT

State of Mississippi }
County of Forrest } SS:

Debra McCormick being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Witness

By [Signature]

Debra McCormick

(Printed Name)

Business Manager
(Title)

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

WITNESS, my hand and official seal

23^s day of February, 2023

this My Commission Expires: 09/20/2025

Herman Dungan, IV

Notary Public State of Mississippi at Large





LITIGATION SUMMARY

DebrisTech, LLC certifies that neither the Company, nor any employee of the Company, has any conflict of interest, either direct or indirect, about the services sought herein pursuant to Federal or State Law or regulations.

DebrisTech, LLC certifies that it has never had any contract cancelled since formation in August of 2010.

DebrisTech certifies that it is not operating under Chapter 11 or any other financial restraints that would preclude its ability to enter into equipment leasing or rental arrangement.

DebrisTech certifies that it has not been prohibited from doing business with any government entity for any reason since its formation in 2010.

DebrisTech certifies that it has specific experience providing disaster debris monitoring following natural or manmade disasters.

DebrisTech is not currently involved in and has not had any claims, arbitrations, administrative hearings, or lawsuits related to debris monitoring, disaster recovery, or consulting brought against our company.

a. DebrisTech certifies that neither it nor any of its employee employees with the potential to be assigned to the debris removal and site management services, within the past ten (10) years, has been a defendant in any proceedings involving or arising out of debris removal services; and

b. DebrisTech certifies that neither it or any of its employees with the potential to be assigned to the debris removal and site management services, within the past ten (10) years, has been suspended or debarred from receiving federal funds regardless of whether the Prospective Contractor or the employee(s) was removed from being suspended or debarred; and

c. DebrisTech certifies that it has never had a contract, related to debris removal, canceled or terminated.

MEMORANDUM OF ACTIONS BY
THE MANAGER OF DEBRISTECH, LLC

The following resolutions have been adopted by the Manager of Debristech, LLC, a Mississippi limited liability company (the “Company”), as evidenced by the signature of the Manager of the Company affixed to this Memorandum, effective as of the 11th day of January, 2021:

Appointment of Authorized Representative:

WHEREAS, Section 5.2 of the Limited Liability Company Agreement of the Company authorizes the Manager to do and perform all other acts as may be necessary or appropriate to the conduct of the Company’s business.

RESOLVED: That it would be in the best interest of the Company and its Manager to appoint an authorized representative of the Company to sign responses to certain “Requests for Proposals” (“RFPs”) on behalf of the Company in the absence of the Manager and perform such other duties in connection therewith.

RESOLVED: That Debra McCormick is hereby appointed by the Manager to serve as an authorized representative of the Company for the purpose of signing responses to RFPs on behalf of the Company until such authority is revoked by the Manager.

THE UNDERSIGNED MANAGER, BEING THE SOLE MANAGER OF DEBRISTECH, LLC, DOES HEREBY EXPRESSLY RATIFY AND APPROVE THE FOREGOING ACTIONS EFFECTIVE AS OF JANUARY 11, 2021.



BROOKS R. WALLACE
Sole Manager



DEBRISTECH



CONTACT US

DebrisTech.com

601-658-9598

923 Goodyear Blvd, Picayune, MS 39466