

# DRC

EMERGENCY SERVICES

*Striking Back.*

6702 Broadway Street • Galveston, TX 77554

(888) 721-4372

(504) 482-2852

[www.drcusa.com](http://www.drcusa.com)

## REQUEST FOR PROPOSAL

Private Property Structural Debris and Hazard  
Tree Removal Operations

RFP No. 7301-22

February 1, 2022 • 10:00 AM

Original

## Boulder County

1325 Pearl Street  
Boulder, CO 80302

**PREPARE • RESPOND • RECOVER**

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## REGIONAL MANAGER



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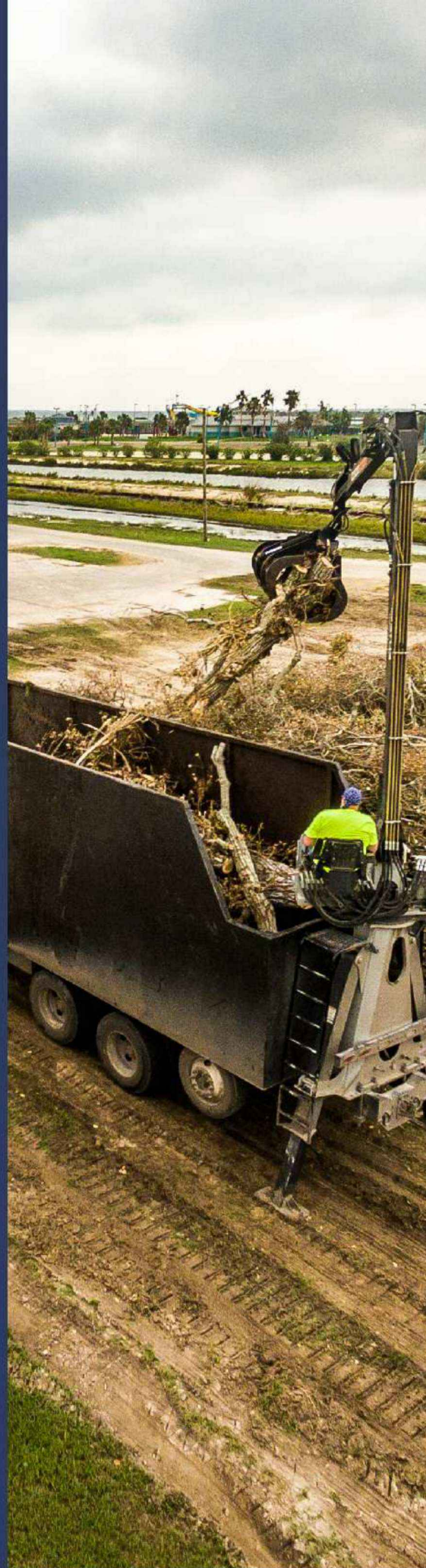
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6025 South Quebec Street • Suite 300 • Centennial, CO 80111 • (888) 721-4372 • Fax: (504) 482-2852

[www.drcusa.com](http://www.drcusa.com)

February 1, 2022

Boulder County  
1325 Pearl Street  
Boulder, CO 80302

Re: Private Property Structural Debris and Hazard Tree Removal Operations  
RFP No. 7301-22

Dear Sir or Madam,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and Boulder County our proposal to provide Private Property Structural Debris and Hazard Tree Removal Operations as required in the above referenced RFP. DRC has the pleasure of holding the contract for County Wide Debris Hauling, Collection, and Removal with Boulder County since 2017. **DRC's sister company, Forgen, is headquartered in Centennial, Colorado.** As such, our team immediately mobilized to the Boulder area in response to the Marshall Fire, connecting with Boulder County officials to provide any assistance needed. We met the immediate needs of the towns of Louisville and Superior by providing potable water and have remained on the ground assisting in debris removal services. **All resources, staff, and manpower of DRC Emergency Services LLC's common and wholly owned affiliate, Forgen, will contribute to the success of the firm.**

DRC is committed to coming alongside Boulder County's Resource Conservation Division and striving to reach their recycling goal of Zero Waste or darn near. During the current phase of work consisting of right-of-way debris removal and curbside debris, DRC has diverted 100% of the tree debris to the Bio Char Now recycling facility in Berthoud and 100% of the scrap metal to Rocky Mountain Recycling in Commerce City. Also, all mattresses, electronic waste and textiles placed on the curb will go to Spring Back Recycling in Commerce City or Eco-Cycle in Boulder.

DRC is a family-owned business located in Texas that is built on loyalty, expertise, and trust. DRC delivers first-class disaster recovery operations nationwide and has regional offices across the United States, including the office of our sister company, Forgen, in Centennial, Colorado. **DRC has completed over \$1 billion in contracts over the past 5 years alone** and is well equipped financially and operationally to execute a project of this size and complexity. Our project leadership team will be the same DRC personnel that have been working alongside Boulder County since the initial fire response.

Corporate officers with legal signing authority to bind DRC to the terms and conditions of this proposal include: John Sullivan, President; Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

The leadership team for the project will be Vice President, Mark Stafford and Regional Manager, Clif Kennedy and operational oversight will be provided by VP of Operations, Joe Newman. Mr. Kennedy can be reached at (888) 721-4372, by cell: ( [REDACTED] ) or by email: [ckennedy@drcusa.com](mailto:ckennedy@drcusa.com).

This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your RFP. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with Boulder County in the future. DRC complies with the Terms and Conditions in the Sample Contract contained in this bid.

DUNS Number: 55-749-3983



Sincerely,



Kristy Fuentes

Vice President, Secretary, Treasurer



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

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the sole Manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of January 19, 2016.

WHEREAS, Section 4.2 of the Company's Second Amended and Restated Operating Agreement dated January 20, 2016 (as amended, the "LLC Agreement") and the Act permit the Manager of the Company to take the following actions; and

WHEREAS, the undersigned, DRC Equity LLC, constitutes the sole Manager of the Company (the "Manager").

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

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

<u>Name</u>	<u>Office/Capacity</u>
John R. Sullivan	President
Kristy Fuentes	Vice President of Business Development, Secretary and Treasurer

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

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

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

**[SIGNATURE PAGE FOLLOWS]**

Dated effective as of the date first written above.

**DRC EMERGENCY SERVICES LLC**

By: **DRC EQUITY, LLC**  
a Texas limited liability company  
Its: Manager



---

By: John R. Sullivan  
Its: President

[Consent to Appoint Manager – DRC Emergency Services, LLC (January 2016)]



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that,  
according to the records of this office,

DRC Emergency Services, LLC

is an entity formed or registered under the law of Alabama, has complied with all  
applicable requirements of this office, and is in good standing with this office. This entity has  
been assigned entity identification number 20131533566.

This certificate reflects facts established or disclosed by documents delivered to this office on  
paper through 10/20/2017 that have been posted, and by documents delivered to this office  
electronically through 10/24/2017 @ 13:00:04.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this  
official certificate at Denver, Colorado on 10/24/2017 @ 13:00:04 in accordance with applicable law.  
This certificate is assigned Confirmation Number 10514391.



Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Please see the Rate Sheet attached.





Boulder County Purchasing  
1325 Pearl Street  
Boulder, CO 80302  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

**UPDATED SUBMITTAL SECTION**

The proposer's attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the PROPOSAL.

**THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE:** Proposer will check each box indicating compliance:

INCLUDED	ITEM
✓	Name and Address of the Partners and Subcontractors if applicable
✓	A detailed project schedule with a completed updated rate sheet
✓	Information on the relevant experience of key personnel
✓	State your compliance with the Terms and Conditions in the Sample Contract contained in this BID. Specifically list any deviations and provide justification for each deviation.
✓	Submit three references for similar projects your company has completed within the last three years and contact information
✓	Sample Contract exceptions and additional terms
✓	Insurance Certificate
✓	Bid Bond
✓	W-9
✓	Signature Page
✓	Addendum Acknowledgement(s) (If Applicable)

**UPDATED RATE SHEET**

	Description	Est quantity per parcel <sup>1</sup> or units	Unit price		Total
A	B	C <sup>1</sup>	D	E	F
1	Disaster Debris Removal Crews <sup>2</sup>	20	\$10,850.00	Per Crew	\$ 217,000.00
2	Debris Management Site (DMS) Management <sup>3</sup>	1	\$ 1.00	Per CY	\$ 1.00
3	Scale Set-up (if needed)	1	\$129,600.00	Per Scale	\$ 129,600.00
4	Inspection Tower	6	\$ 21,460.00	Per Tower	\$ 128,760.00
5	Scissor Lift	6	\$ 21,460.00	Per Lift	\$ 128,760.00
6	DMS Closure	1	\$ 12,500.00	Per DMS	\$ 12,500.00
7	Per Parcel Debris, Ash, Vegetative, and Incidental Soil <sup>4</sup>	89 c.y.	\$ 349.89	Per Parcel	\$ 31,140.21
8	Per Parcel Concrete Removal without fill <sup>4</sup>	40 c.y.	\$ 164.31	Per Parcel	\$ 6,572.40
9	Per Parcel Concrete Removal with fill <sup>4</sup>	81 c.y.	\$ 84.94	Per Parcel	\$ 6,880.14
10	Per Parcel Metal Removal <sup>4</sup>	79 c.y.	\$ 3.62	Per Parcel	\$ 285.98
11	Per Parcel Asbestos Removal and Disposal <sup>4</sup>	39 c.y.	\$ 106.05	Per Parcel	\$ 4,135.95
12	Per Parcel Soil Removal, Re-Scrape, Disposal as needed <sup>4</sup>	50 c.y.	\$ 55.00	Per Parcel	\$ 2,750.00
13	Vehicles Abatement <sup>5</sup>	1,336	\$ 0.01	Per Vehicle	\$ 13.36
14	Hazard Trees removed 6-12" <sup>6</sup>	1	\$ 16.50	Per Tree	\$ 16.50
15	Hazard Trees removed 12.1-24" <sup>6</sup>	1	\$ 16.50	Per Tree	\$ 16.50
16	Hazard Trees removed 24.1-36" <sup>7</sup>	<1	\$ 66.00	Per Tree	\$ 66.00
17	Hazard Trees removed 36.1"+ <sup>7</sup>	<1	\$ 66.00	Per Tree	\$ 66.00
18	Hazard Limbs (2"+ in diameter) <sup>7</sup>	<1	\$ 1.00	Per Tree	\$ 1.00
19	Stumps (24"+ in diameter) <sup>7</sup>	<1	\$ 66.00	Per Stump	\$ 66.00
20	Unit Rate for Debris, Ash, & Incidental Soil Disposal <sup>8</sup>	89 c.y.	\$ 43.58	At Cost	\$ 3,878.62

\*

\*

21.a	Unit Rate for Concrete and brick disposal/recycling <sup>8</sup>	81 c.y.	\$ 0.01	At Cost	\$ 0.81
21.b	Unit Rate for Reinforced Concrete disposal/recycling <sup>8</sup>	81 c.y.	\$ 0.08	At Cost	\$ 6.48
22	Unit Rate for Metal Recycling (include rebate if applicable) <sup>8</sup>	79 c.y.	\$ (1.27)	At Cost Per Ton	\$ (100.33)
23	Unit Rate for Vegetative Debris Disposal <sup>8</sup>	10 c.y.	\$ 0.01	At Cost	\$ 0.10
24	Appliances with CFCs <sup>8, 9</sup>	<1	\$62.00	At Cost	\$62.00
25	E-Waste <sup>8, 10</sup>	<10	\$ 0.01	At Cost Per Pound	\$ 0.10

**NOTES:**

1. Refer to column E to determine if price requested is per unit (such as per vehicle or per tree) or per parcel.
2. This is a one-time mobilization (including traffic control, tree hazard crews, asbestos crews, air quality monitoring, and dust control) rate per Disaster Debris Removal Crew for the entire project.
3. The unit price refers to each cubic yard of material that is reduced. The County does not currently anticipate that Contractor will be authorized to reduce material at the DMS or otherwise. Bidders should include a unit price Per CY for material reduction at the DMS in the event that this work is authorized.
4. These items will be paid per parcel. The "Est quantity per parcel" column includes the average estimate of the quantity of each type of material per parcel to help guide your proposal. Calculate the Unit Price using the estimated CY of material multiplied by your proposed CY rate to develop your per parcel rate. For example, in line item 7, there is an estimate of 89 CY of "debris, ash, vegetative, and incidental soil" on each parcel. For a price of \$2.00 per CY, Enter \$2.00 in Column D x 89 = \$178. Enter \$178 in column F.
5. Please calculate line item 13 by multiplying 1,336 by your per vehicle price (Column D) and enter the total into column F.
6. For line items 14 and 15, Column C estimates that there is approximately 1 tree on each parcel.
7. For purposes of calculating line items 16-19, use the whole number 1 as the multiplier, even though column C indicates less than one. It is estimated that there will be less than 1 tree of each size or stump per parcel.
8. For purposes of calculating line items 20-25, please provide your estimated actual costs for disposal or recycling.
9. For purposes of calculating this line item, use the whole number 1 as the multiplier, even though column C indicates less than one. It is estimated that each parcel has less than 1 appliance with CFCs. Most properties with CFC appliances no longer contain CFCs.
10. For purposes of calculating this line item, use the whole number 10 as the multiplier, even though column C indicates less than 10. It is estimated that each parcel has less than 10 items of E-Waste. Most electronics were destroyed in the fire.

\* Please see note 3 on Pricing Note Sheet



# PRICING NOTES

1. *Pricing assumes DRC is awarded all 3 operational zones.*
2. *For APNs not requiring concrete basement removal, DRC's price would reflect the removal of line items 8 and 9. However, if other site concrete removal is required, either line items 8 or 9 may be required for payment.*
3. *In reference to line items 8 and 9, DRC expects payment of only 1 concrete line item per APN.*
4. *DRC proposes the use of scissor lifts where required.*

# PROJECT SCHEDULE

Project Schedule is based on the following assumptions

- 🌐 1,111 destroyed residential structures
- 🌐 266 Days – Total project duration from RFP submission - Feb 1, 2022, to Dec. 13, 2022
- 🌐 4 Days - Average duration per parcel including foundation removal
  - **If Boulder County directs DRC to not remove foundations average crew days per parcel will be reduced to 2 days.**
- 🌐 30 Debris crews (Additional crews can be mobilized as needed)
- 🌐 35 Delay days including weather
- 🌐 6 Day work week – Monday through Saturday

## Pre-Mobilization Activities

17 Days (2/1/22 to 2/19/22)

- 🌐 Bid Submittal
- 🌐 Award, Contract, NTP
- 🌐 Permits and Submittals
- 🌐 Temporary Facilities, Staging Area Preparation

## Town of Superior

198 Days, 391 Structures (2/21/22 to 10/14/22)

- 🌐 10 Debris Crews
- 🌐 5 crews mobilize Feb. 21, 2022
  - Training & Truck Inspection – 2 Days
  - Structural Debris & Hazard Tree Removal 168 days
- 🌐 5 crews mobilize Mar. 21, 2022
  - Training & Truck Inspection – 2 Days
  - Structural Debris & Hazard Tree Removal 148 days

Debris removal will be complete on Oct. 14<sup>th</sup>, 2022. This schedule includes possible weather delays and parcel acceptance allowances which may extend completion date to Dec. 1<sup>st</sup>, 2022.

## Unincorporated Boulder County

162 Days, 170 Structures (3/21/22 to 9/30/22)

- 🌐 5 Debris Crews
- 🌐 5 Crews mobilize Mar. 21, 2022
  - Training & Truck Inspection – 2 Days
  - Structural Debris & Hazard Tree Removal 136 days

Debris removal will be complete on Sep. 30<sup>th</sup>, 2022. This schedule includes possible weather delays and parcel acceptance allowances which may extend completion date to Nov. 17<sup>th</sup>, 2022.

### *Town of Louisville*

*194 Days, 550 Structures (3/7/22 to 10/24/22)*

- 15 Debris Crews
- 5 Crews mobilize Mar. 7, 2022
  - Training & Truck Inspection – 2 Days
  - Structural Debris & Hazard Tree Removal 168 days
- 10 Crews mobilize Apr. 4, 2022
  - Training & Truck Inspection – 2 Days
  - Structural Debris & Hazard Tree Removal 140 days

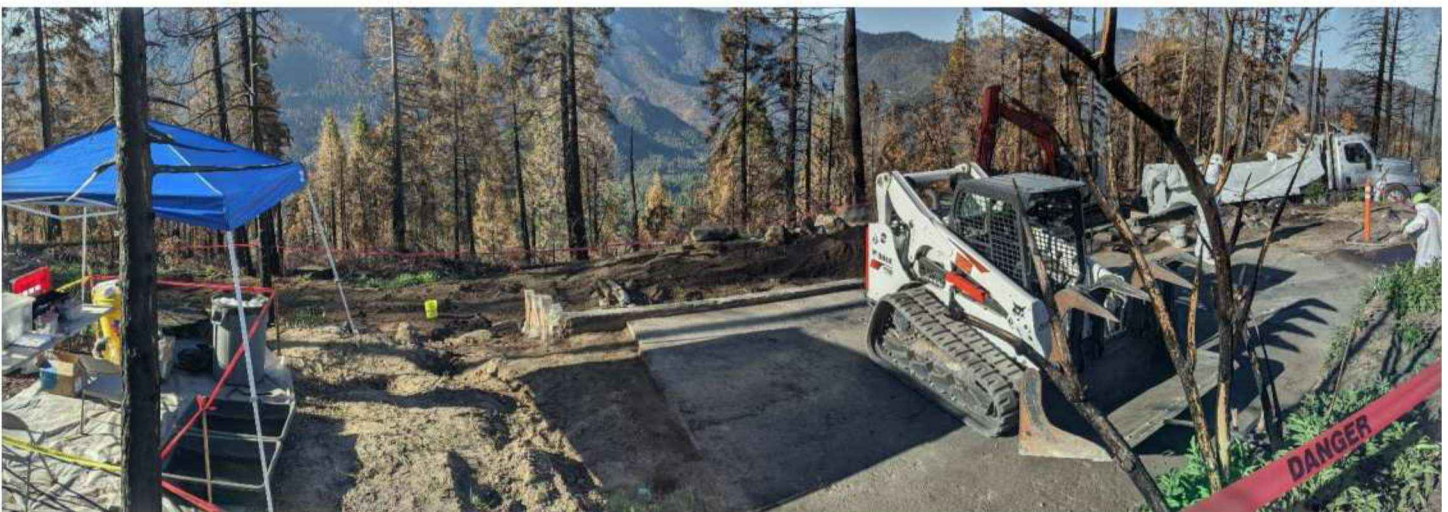
Debris removal will be complete on Oct. 24th, 2022. This schedule includes possible weather delays and parcel acceptance allowances which may extend completion date to Dec. 10th, 2022.

**Removal of Temporary Facilities & Full Demobilization – 2 Days (Dec. 12, 2022 to Dec. 13, 2022)**

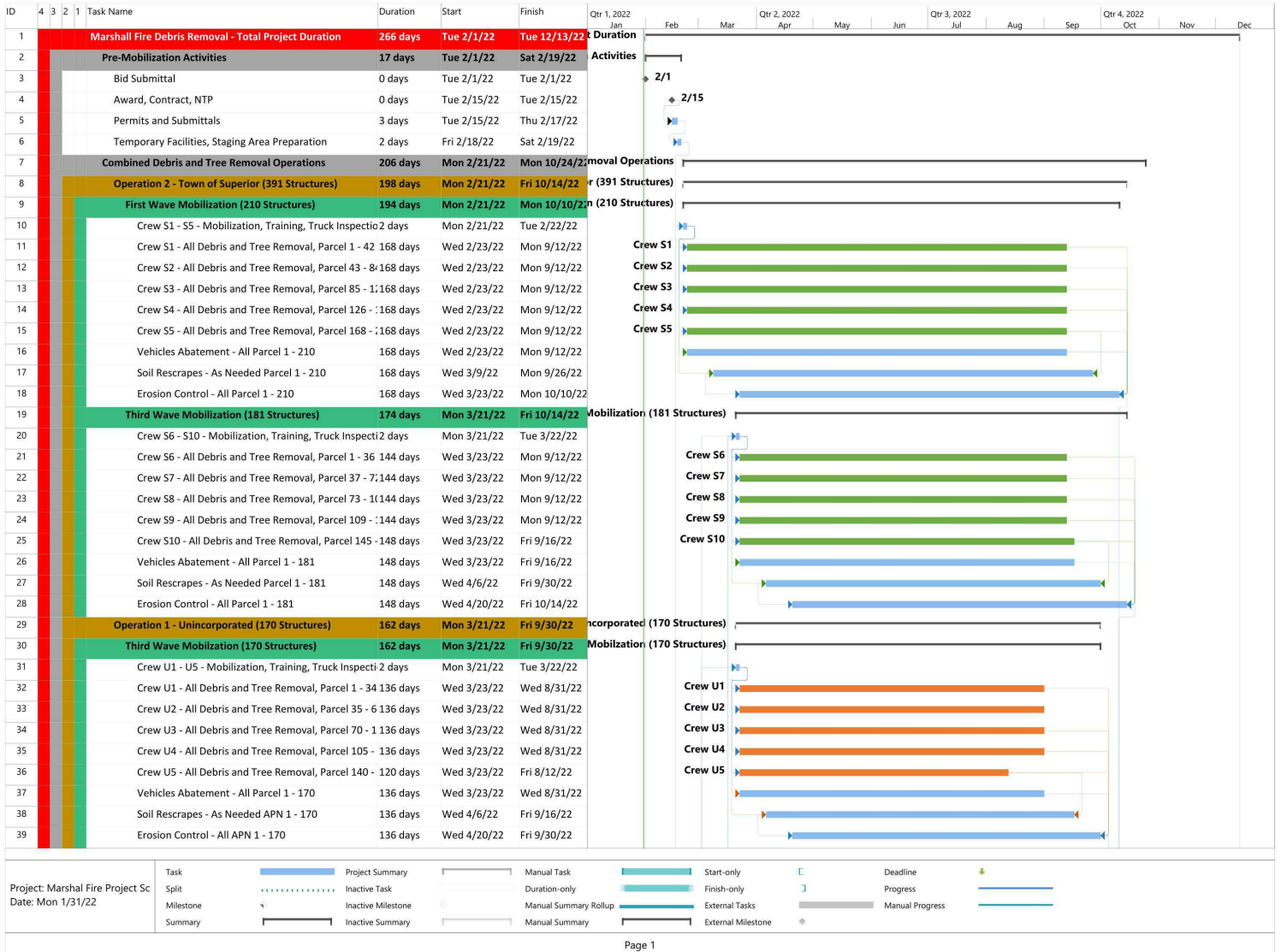
**This Project timeline, Gantt chart and all associated dates are based on 4 crew days per parcel which includes the removal of foundations. If Boulder County directs DRC to not remove foundations the project timeline will be reduced proportionately to reflect 2 crew days per parcel.**

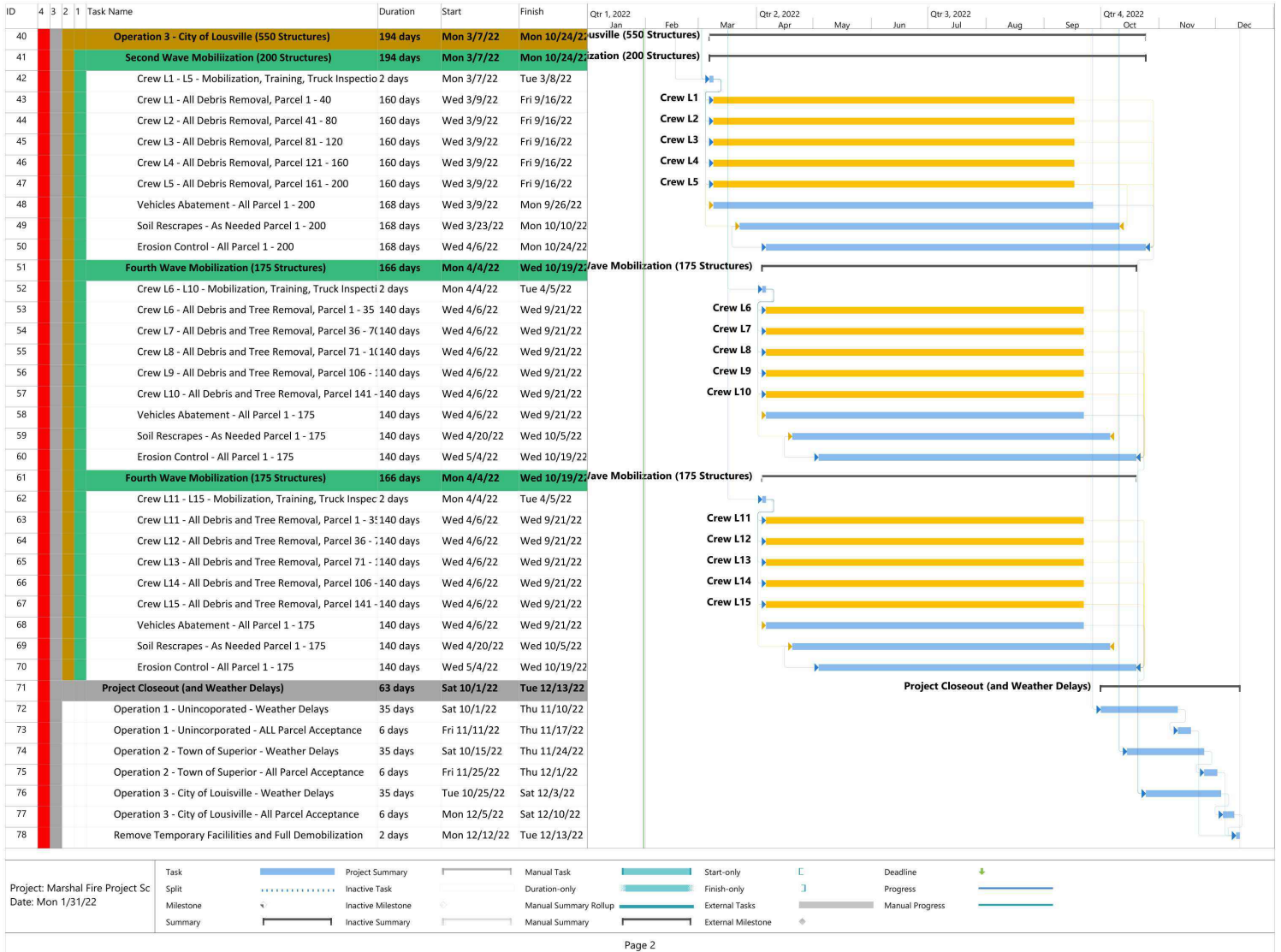
*The order of starting dates will be at the County's direction. Simultaneous start dates in each Operational Area can be achieved.*

For additional schedule information see Gantt Chart









# DEBRIS REMOVAL OPERATIONS

## *Overview of Operations*

The operation will follow a systematic approach to removing debris off the property and which may include but is not limited to the following:

### Initial Site Reconnaissance

- 🌐 Identify water and electrical sources
- 🌐 Identify equipment and material staging area
- 🌐 Identify disposal and recycling options (See listing within this tab)
- 🌐 Establish baseline air monitoring levels
- 🌐 DMS sited and established

### Individual Site Assessments

- 🌐 Check for underground utilities
- 🌐 Check for underground utilities by using an independent private utility locator service for private right-of-way, if necessary
- 🌐 Identify septic tank and leach field locations on each property
- 🌐 Identify water wells on properties if necessary
- 🌐 Photograph each site from all sides to document all aspects of the property (Performed by Monitoring Firm)

### Debris Removal

- 🌐 Conduct Hazmat sweep of properties to identify and remove household hazardous waste
- 🌐 Identify gross asbestos containing materials for those properties where asbestos is found or suspected
- 🌐 Remove vehicles for recycling or disposal
- 🌐 Collect, consolidate, and remove metals for recycling
- 🌐 Collect, consolidate, and remove concrete for recycling
- 🌐 Collect, consolidate, and remove ash, debris and soil for disposal
- 🌐 Finish grading/smoothing ground surface
- 🌐 Install safety fencing as necessary

### Implement Erosion Control

- 🌐 If results are less than or equal to cleanup goals, the site will be prepared for final erosion control and certification
- 🌐 Implement storm water best management practices to control sediment runoff from each remediated property

### Documentation Tracking and Consolidation

- 🌐 Collect and organize debris removal documentation through web-based database (in conjunction with Monitoring firm)
- 🌐 Prepare site specific final reports for delivery to the County OEM (Performed by Monitoring firm)



### *Hours of Operation*

All on-site debris removal work will be performed during daylight hours, Monday through Saturday, in accordance with local noise ordinances. Crews may commence health and safety and end of shift briefings, which should not impact compliance with the noise ordinance, outside of those hours.

### *Site Assessment*

Each property will be assessed and information documented prior to debris removal as described below.

#### **Property Survey (Monitoring Firm)**

Property surveys will include: apparent property lines, sketching the foundation and hardscape footprints and debris field footprints, and identifying property-specific hazards on a field data form. Oversized debris (i.e., burned cars, large appliances, water heaters, etc.), potentially hazardous materials (i.e., propane tanks, chemical containers, ammunition cases, etc.), and potentially hazardous conditions (unstable walls, exposed electrical lines, wells, cisterns, etc.) will be noted and mapped on the form. Photographs will be taken from each angle of the property and additional photographs should be taken to document hazards or other existing conditions.

#### **Asbestos Survey (in conjunction with Monitoring Firm)**

As part of disaster response, sweeps will be conducted for hazardous waste and potentially asbestos containing material (ACM) for the destroyed structures in the impacted area prior to the commencement of debris removal operations. Potential ACM based on a certified asbestos consultant's opinion, will be removed. County OEM and DRC will coordinate on the remaining ACM and other hazardous waste issues.

#### **Air Monitoring**

Prior to commencement of debris removal, air monitoring samples will be collected to establish baseline levels for air contaminants, including particulate matter, airborne metals and asbestos. Once debris removal commences ongoing air monitoring in the community and at the job sites will be performed per CDPHE guidance.

### *Waste Removal*

#### **Notifications**

The following notices will be made prior to start of the project (if required):

Additional notifications may be required:

- 🌐 Underground Services Alert will be notified at least 48 hours prior to any excavation.
- 🌐 NESHAP Program will be notified of any demolition of a partially destroyed structure within guidelines.
- 🌐 Local fire department will be notified prior to commencement of work, if necessary.
- 🌐 Local utility providers (i.e. water, sewer, power) will be notified prior to removal of any damaged structure to ensure the utilities are secure and off.
- 🌐 Once supervisor is trained in asbestos, NESHAP will be on site

#### **Asbestos Containing Material Removal**

At minimum, the debris removal team will implement the following best management practices for removing ACM:

- 🌐 DRC will consult with County OEM or third-party consultant as necessary to identify the location and area of ACM to be removed.

- 🌐 DRC will oversee and remove the ACM identified on-site by the CAC.
- 🌐 All on-site personnel removing ACM must have received the necessary health and safety training for conducting asbestos removal activities.
- 🌐 All gross ACM that can be safely and easily removed from the site will be adequately wetted as required for removal.
- 🌐 If bulk loading of ACM is utilized, the bin or container used for transport (e.g. end-dump trailer or roll-off box) will be tarped before transport. In addition, DRC will adhere to State and Federal regulations relating to the transportation of asbestos.
- 🌐 All ACM must be sufficiently wetted to adhere to State and Federal regulations. The water shall be applied in a manner so not to generate significant runoff.
- 🌐 ACM removed from the property must be manifested and transported as to adhere to State and Federal regulations.
- 🌐 DRC will cooperate with the third party inspection engineer regarding foundations and slab analysis

### Concrete Slabs

DRC intends to demolish and remove concrete slabs in adherence with State, Federal, and Local regulations where applicable concrete will be taken to recycling facilities or crushing plants approved by Boulder County. Slabs/basements will be removed only at the direction of the County.

### Household Hazardous Waste Identification and Removal

HHW will be identified and may be marked accordingly with orange spray paint for removal, transportation, and storage and/or disposal. Direct transportation may occur to the disposal site if appropriate.

### Appliance and Vehicle Recycling

DRC has in conjunction with the county has developed a protocol for towing notification and remediation of fire destroyed vehicles. Materials that must be removed from appliances and vehicles prior to crushing, baling or shredding for recycling include, but are not limited to:

- 🌐 Used oils (includes engine oil, lubricating fluids, compressor oils, and transmission oils)
- 🌐 Fuel
- 🌐 Chlorofluorocarbons, hydrofluorocarbons, and hydrochloroflourocarbons used as refrigerants
- 🌐 Polychlorinated biphenyls known to be contained within motor capacitors and fluorescent light ballasts
- 🌐 Sodium azide canisters in unspent automobile air bags
- 🌐 Antifreeze in coolant systems

Appliances that were completely consumed by the fire will likely not contain any of the above items. Appliances will be treated as metal debris and removed accordingly. Vehicles will be removed and brought to the recycling facility where any remaining fluids will be removed.

### Storm Water Protection

Best management practices will be employed to reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges. Potential sources of sediment from cleanup activities include vehicle tracking, exposed soil and slopes, export operations, disposal operations, and ash-filled topsoil stripping and stockpiling. Authorized non-storm water discharges anticipated for the project include water used to control dust, potable water, and uncontaminated excavation dewatering. *DRC, with assistance from the County, will obtain a blanket SWMP permit.*



Best management practice guidelines may include, but are not limited to, the following:

- 🌐 Water to Control Dust: Dust control will be implemented when there is visible dust generated from the site using fire-grade nozzles, small diameter (3/4" to 1") fire or garden hose, or with a water truck depending on the area being serviced. Water to be used for dust suppression may only be from designated areas. While the goal is to apply water spray for dust control to avoid surface run off, **dust control shall take precedence**. In the event there is significant surface run off, the contractor will control runoff with best management practices.
- 🌐 Good Site Management Housekeeping: Good site management measures include cover or berming loose consolidated materials that are not actively being removed; storing any chemicals in watertight containers; control of off-site tracking of loose soils; preventing disposal of rinse or wash waters into the storm drain system; ensuring containment of sanitation facilities; cleaning or replacing sanitation facilities by inspecting them regularly for leaks; and inspecting and keeping equipment in good working order to prevent leaks.
- 🌐 Street Cleaning: Clean streets to collect tracked out sediment and operate street sweeping vehicles to prevent unauthorized non-storm water discharges from reaching storm drain systems.
- 🌐 Sediment Controls: Sediment controls are designed to intercept and settle out soil particles that have been detached and transported by the force of water. Best management practices include the use of silt fencing, fiber rolls, and street sweeping to prevent sediment migration. Sufficient quantities of temporary sediment control materials will be maintained on site throughout the duration of the project to allow implementation of temporary sediment controls in the event of significant rain.
- 🌐 Run-on and Run-off Controls: Run-on and run-off will be managed within the immediate vicinity of the home site being worked on.

### Debris and Ash Removal and Metal Recycling/Disposal

Debris removal will be conducted on each site following in the following order:

1. Drop chimneys down to ground level and remove chimneys and foundation.
2. Segregate and remove all metals and prepare for transportation to a temporary debris management site or metal recycler. Caution should be taken to remove apparent sediment from the surface of the metals.
3. Remove ash and commingled debris from the site.
4. Remove fire damaged concrete foundations following engineering inspection and approval.
5. Remove determined amount of residual soil from debris site for disposal or reuse.

#### Additional Information

- 🌐 All burn ash and debris must be sufficiently wetted in advance of initiating removal of the material. The water shall be applied in a manner so not to generate significant runoff.
- 🌐 All waste material that is not loaded out at the end of each workday should be consolidated, sufficiently wetted, and/or covered to prevent the offsite migration of contaminants.



#### Hazardous Waste Operations Best Management Practices (BMP)

Use of BMPs will ensure the proper management and removal of hazardous materials, debris, burn ash, and other asbestos containing materials in a manner that ensures protection of public health and the environment, as well as, ensuring the health and safety of on-site personnel.

- 🌐 At a minimum, site personnel shall follow the following BMPs for undertaking debris removal activities:
- 🌐 All on-site personnel working in the exclusion (hot) zone shall receive the necessary health and safety training and medical surveillance
- 🌐 All on-site personnel working in the exclusion (hot) zone shall be required to wear Level C PPE when working in the exclusion zone
- 🌐 The contractor and consultant will conduct on-site and off-site air monitoring and sampling for asbestos and heavy metals during all ACM and debris removal operations.
- 🌐 All non-hazardous waste haulers who observe loading operations outside of the vehicle cab, and/or covering (e.g. tarping) the trailer or container must wear proper PPE.
- 🌐 All landfill operators that may come in contact with the waste during off-loading operations should follow their facilities protocols for wearing PPE and respiratory protection.

#### Overview of Waste Types and Destination Facilities

County Identified Landfill Disposal Facilities
Tower Landfill, Inc. (Foothill Landfill) 8480 Tower Road Commerce City Steve Derus: 720-590-4046
Denver Arapaho Disposal Site 3500 S. Gun Club Road Aurora Chris Anderson: 720-876-2633
Buffalo Ridge Landfill 11655 WCR 59 Keenesburg Michelle Wittenbrink: 303-229-8085
Front Range Landfill 1830 WCR 5, Erie CO Randy Tourville, 303-673-9431

County Identified Vegetative Debris Disposal
Biochar Now 19500 County Road 7, Berthoud CO 80513 970-593-9100
A-1 Organics (four locations: Eaton, Keenesburg, Sheridan and Commerce City) 970-454-3492
Western Disposal 5880 Butte Mill Road, Boulder CO 80301 303-444-2037

DRC Proposed Recycling Facilities
<p>Colorado Aggregate 8900 CO-93 Unit A, Golden, CO. 80403 Don Lester: 719-330-2618 <i>Concrete</i></p>
<p>Rocky Mountain Recycle 6510 Brighton Blvd. Commerce City, CO. 80022 Andrew DeBaise: 720-371-3330 <i>Vehicles / Scrap Metal</i></p>
<p>Ecocycle 6400 Arapahoe Rd, Boulder, CO 80303 Justin Stockdale: 303-444-6634 <i>Mattresses, E Waste, books and textiles</i></p>

### Significant Cultural Artifacts and Tribal Remains Protocols

Based on past debris removals, if culturally significant artifacts and/or remains are discovered as a result debris removal operations, Boulder County or their designate will work with the local tribe to ensure the remains and artifacts are properly cared for per the tribes' policies and procedures and/or State and Federal requirements.

### Confirmation Sampling

Confirmation sampling may be conducted after fire-related debris has been removed from a property. After the debris is removed, representative soil samples may be collected and analyzed to measure concentrations of constituents of concern (Performed by the County Representative).

### Tree Removal

Following identification and marking of hazardous trees, DRC and the County's Third Party designate, will remove trees employing all engineering controls to mitigate dust generation and ensure site safety protocols. Trees should be dropped in areas away from utilities, septic tanks, or ash. All wastes generated from the removal of trees will be hauled to Biochar Now in Berthoud, CO.

### Final Erosion Control

Erosion control measures will be implemented to stabilize disturbed soil and reduce sediment transport caused by erosion from entering a storm drain system or receiving water body during debris removal after a disaster. Best management practices for erosion controls may include the use of fiber rolls, silt fences, erosion control blankets, hydraulic mulch, soil binders, and other mechanisms to reduce sediment. Erosion control shall be installed after each lot has met site specific cleanup goals, or as practical. Effort should be made to preserve existing vegetation, if practicable.

### Potential Erosion Control Methods

Each residential parcel MAY receive one of the following measures:

- Option 1: Hydraulic mulch. Hydraulic mulch will include a wood base mulch along with a tackifier to cover over 90% of the lot impacted by the structural debris removal operations. No seeds will be used on this project.



- Option 2: Hydraulic mulch and fiber log and/or silt fence. DRC may be required to prepare an erosion control plan for each parcel. Fiber Logs shall be a minimum of 8" to 12" diameter and shall be staked and keyed in. Silt fences shall be wire-backed in snow zones and used in areas on slopes greater than 7%.

- Option 3: Hydraulic mulch, fiber log and/or silt fence and erosion control blanket.

Hydraulic Mulch – Hydraulic mulch or hydro-mulching is a planting process that uses a slurry wood fiber and a tackifier. The slurry is transported in a tank, either truck or trailer-mounted, and sprayed on prepared ground.

Fiber Roll Barriers – Fiber roll barriers (also called sediment logs or straw wattles) are commercially manufactured and usually consist of milled wood or other natural fibers sewn into a circular weave fabric. Fiber rolls are good perimeter protection, designed to slow stormwater runoff and trap small amounts of sediment. Fiber rolls shall be 8" to 12" diameter.

Compost filter socks - Compost filter socks are a three-dimensional tubular sediment control and storm water runoff filtration device typically used for perimeter control of sediment and soluble pollutants on and around construction activities. Compost filter socks trap sediment and soluble pollutants by filtering runoff water as it passes through the matrix of the compost filter socks.

Erosion Control Blanket – Erosion control blanket is a manufactured blanket or mat that is designed to hold soil and seed in place on slopes. It consists of organic biodegradable materials such as wood fiber, coconut fiber, or a combination of these materials. It is commercially manufactured and delivered to the site in rolls.

Erosion control blankets shall be 100% organic biodegradable (including parent material, stitching, and netting). The minimum thickness shall be 3/8" (9mm). The netting shall be stitched to prevent separation of the net from the parent material. The netting shall be capable of withstanding moderate foot traffic without tearing or puncturing. Neither the netting nor the installation shall pose a safety risk to people walking on/crossing over it. Neither shall the blanket or netting pose a hazard to wildlife such as birds, reptiles, and amphibians.

Silt Fence – Silt fence consists of a permeable filter fabric that is keyed into the ground and staked beyond the toe of a slope. The fabric pools runoff, causing entrained sediment to settle out behind the fence while water slowly filters through the fabric.

### Traffic Control

Traffic controls and warnings standard to the construction industry and as required by the CODOT motor vehicle code will be implemented on an as needed basis.

### Pavement and Drainage Protections

The contractor at all times will protect the edge of pavement and drainage features to the extent feasibly possible. The contractor will also protect other crossing such as cattle guards and bridges.

### Trackout Management

The contractor will implement procedures to prevent or cleanup carryout and trackout as specified below.

Cleanup of carryout and trackout may be accomplished by:

- Manually sweeping and picking-up; or
- Operating a rotary brush or broom accompanied or preceded by sufficient wetting; or
- Operating a street sweeper.



### *Health and Safety*

The removal operations including consultants and contractors will, at all times, operate equipment and perform labor in a safe manner to ensure the safety of its employees and the public. The team will pay particular attention to operations around local roads and take the necessary precautions. Prior to start of debris removal, the contractors should note the number of power lines crossing the site, dead trees, chimneys, mines, hand dug wells, and all underground utilities.

Appropriate eating areas will be designated and hand and eye washing and mobile sanitary facilities will be provided.





# HIGHLIGHTS FROM PAST FIRE PROJECTS

## *CalRecycle, California Wildfires*

In 2020, Forgen and DRC partnered as Forgen DRC Joint Venture (JV) to develop a response to an IFB released by the Department of Resources Recycling and Recovery (CalRecycle) for debris removal and hazard tree removal services as a result of the wildfire damage to communities throughout California. CalRecycle separated the cleanup efforts into four contracts representing separate geographical areas within California. Forgen DRC JV was awarded the cleanup contract for the Southern Branch, which included Fresno, Los Angeles, Madera, and Tulare Counties (Mono County was later added by contract change order). Contract award and cleanup efforts were performed in an expedited manner to encourage the economic recovery and well-being of the residents of the area where a disaster or state of emergency had been declared.

Forgen DRC JV was required to initiate debris removal and hazard tree removal services within 48 hours from Notice to Proceed (NTP). We provided all labor, equipment, support, and any other resources required to remove structural debris material from parcels where structures were destroyed by fire, and the removal of hazard trees that could fall on public infrastructure including public Rights-of-Way (ROW) damaged by the 2020 fires which occurred in the Southern Branch. This work included working alongside and in close proximity to utility companies, other State Contractors, Local Fire Safe Councils, and private structural debris and tree removal contractors. In addition, Forgen DRC JV and our partners were often dealing with homeowners who have lost everything to a natural disaster and it was our primary goal to have patience and empathy when interacting with them.

To complete work in all five counties concurrently, Forgen DRC JV developed an organization structure and management team which allowed us to rapidly deploy oversight and resources while reporting back to our Program Manager who oversaw all cleanup efforts and could adjust resources based on county cleanup needs. With Forgen DRC JV's access to numerous craft labor crews which hold current 40-Hour HAZWOPER certifications and a strong commitment to implementing the procedures and practices that create an Incident and Injury Free (IIF) workplace, we were able to quickly assemble a project team as part of emergency response efforts. Debris cleanup efforts began November 30, 2020 and were completed by November 15, 2021. By leveraging our extensive experience in debris removal/cleanup throughout the US, with a local presence in California, Forgen DRC JV was uniquely prepared to deal with the challenges of managing the project through the winter months and in remote and mountainous terrain, where many of the cleanup areas were located. Since work was completed through winter and into the summer of 2021, crews had to meet the challenges of working through rain, snow, high winds, and high heat conditions.

As part of our emergency response fire cleanup, Forgen DRC JV, under the direction of the CalRecycle Incident Management Team, worked closely with individual property owners and the surrounding communities in order to perform the necessary residential lot cleanup. During debris removal efforts, over 20 debris removal crews were dispatched with separate asbestos site abatement crews and chimney removal crews. These crews consisted of specialty trained OSHA 40-Hour HAZWOPER employees working in Level C PPE. Debris removal included segregation, transportation and removal of burn ash, recyclable metals, concrete, and overexcavated soil from burned building areas. Following the initial cleanup efforts, Forgen DRC JV coordinated with CalRecycle and the Consultant to ensure that all impacted soil materials were removed from each lot. Soil samples were taken by the Consultant and tested to ensure all impacted material and debris had been removed from the sites or if additional soil removal was required. The scope of work also included providing dust control, installation of erosion control, and air monitoring and health and safety oversight for crews.

As part of the hazard tree removal program, over 10 tree removal and hauling crews were deployed to mitigate hazards on public infrastructure on public properties, public rights-of-way, and other areas that posed a hazard to the public. Forgen DRC JV hazard tree removal crews began cleanup efforts working alongside debris removal crews to provide hazard



mitigate to tree posing a threat to debris crews on each property. Tree crew then worked to remove and mitigated both danger and hazard trees identified by the Consultant and Registered Professional Forester. Trees were felled and processed in accordance with Forest Practice Rules and Requirements and either chipped on-site or off-hauled to a designated end use facility with beneficial reuse where possible.

In total, Forgen DRC JV removed and mitigated over 11,800 fire damaged hazard and danger trees. Our team performed the cleanup of 627 properties which were returned to the counties and homeowners. Of the 627 residential properties completed, Forgen DRC JV removed and disposed of over 40,000 tons of burned debris and ash, recycled over 32,000 tons of concrete, recycled over 4,400 tons of metals, and removed and disposed of over 16,000 tons of potentially impacted soil.

### *State of Washington, Town of Malden Fire*

In early September of 2020, the Babb Road Wildfire consumed over 20,000 acres and, in the process, consumed and destroyed the Towns of Malden and Pine City in Eastern Washington State. Utilizing a "Stand-by" contract, Washington State Emergency Management activated DRC Emergency Services to provide turn-Key clean-up, remediation and monitoring services.

The Project was deemed extremely successful by Town and Recovery Agency Leadership to the point that a second and similar project (Phase II) was awarded to DRC in July of 2021.

### *CalRecycle, Woolsey Fire*

After the wildfire which spread across both Los Angeles and Ventura Counties was contained on November 16, 2018, DRC's family of companies was part of the emergency response fire cleanup. Forgen, under the direction of the CalRecycle Incident Management Team, worked closely with individual property owners and the surrounding communities in order to perform the necessary residential lot cleanup as part of the response to the Woolsey Fire in Los Angeles and Ventura Counties.

An initial mobilization of five crews was required within the first 48 hours and up to 10 crews were used at any given time. Crews worked in Level C personal protective equipment (PPE) while completing lot cleanup. Every employee had OSHA 40 hour HAZWOPER training, received a physical exam, and was fit tested for a respirator prior to coming to the site. Lot cleanup included removal of burn ash and debris, recyclable metals, concrete, and overexcavated soil from burned building areas. Following the initial cleanup efforts, DRC's family of companies coordinated with CalRecycle to ensure that all impacted soil materials were removed from each lot. Soil samples were taken and tested to ensure all impacted material and debris had been removed from the sites or if additional soil removal was required. The scope of work also included providing dust control, installation of erosion control and hazard trees removal. As part of the emergency response cleanup Forgen completed cleanup of over 145 properties, disposing of or recycling approximately 38,500 tons of burned debris and ash, 18,000 tons of concrete, 1000 tons of metal, and 17,000 tons of excess soil contaminated with ash.

### *CalRecycle, Paradise Camp Fire*

After the wildfire which spread across Paradise, California in 2018, Forgen was contracted as part of the emergency response fire cleanup. The Department of Resources Recycling and Recovery (CalRecycle) was tasked by the California Department of Emergency Services (Cal OES) to manage coordinated debris removal projects in Butte County to remove



fire debris material from parcels where structures were destroyed by the Camp Fire. DRC's family of companies, under the direction of CalRecycle, worked closely with individual property owners and the surrounding communities to perform this work in an expedited manner in full compliance with Butte County, Cal OES and Federal Emergency Management Agency (FEMA) project requirements, while protecting public health and safety and the environment.

Our crews worked in Level C personal protective equipment (PPE) while completing lot cleanup. Every employee had OSHA 40 hour HAZWOPER training, received a physical exam, and was fit tested for a respirator prior to coming to the site. Lot cleanup included removal of burn ash and debris, recyclable metals, concrete, and overexcavated soil from burned building areas. Following the initial cleanup efforts, DRC's family of companies coordinated with CalRecycle to ensure that all impacted soil materials were removed from each lot. Soil samples were taken and tested to ensure all impacted material and debris had been removed from the sites or if additional soil removal was required. The scope of work also included providing dust control, installation of erosion control and hazard trees removal. As part of the emergency response cleanup we hauled 15,000+ tons of concrete, contaminated soil, and metal to appropriate disposal facilities, including disposal of ~6,000 CY of asbestos. Our family of companies also provided Community dust control, select hazardous tree removal, installation of safety fence, and vehicle abatement in addition to property debris removal services.







## 2020 California Wildfire Debris and Hazardous Tree Removal

### Department of Resources Recycling and Recovery

*Fresno, Tulare, Mono, Madera, and Los  
Angeles Counties, CA*

#### PROJECT HIGHLIGHTS

- Debris removal completed for 627 parcels
- 11,800 hazard trees mitigated and removed
- 97,000 tons of debris removed (including ACM)
- 700 vehicles removed for recycling
- Work completed over winter months in challenging mountainous terrain
- Performed cleanup operations in multiple counties concurrently

In 2020, Forgen and DRC partnered as Forgen DRC Joint Venture (JV) to develop a response to an IFB released by the Department of Resources Recycling and Recovery (CalRecycle) for debris removal and hazard tree removal services as a result of the wildfire damage to communities throughout California. CalRecycle separated the cleanup efforts into four contracts representing separate geographical areas within California. Forgen DRC JV was awarded the cleanup contract for the Southern Branch, which included Fresno, Los Angeles, Madera, and Tulare Counties (Mono County was later added by contract change order). Contract award and cleanup efforts were performed in an expedited manner to encourage the economic recovery and well-being of the residents of the area where a disaster or state of emergency had been declared.

Forgen DRC JV was required to initiate debris removal and hazard tree removal services within 48 hours from Notice to Proceed (NTP). We provided all labor, equipment, support, and any other resources required to remove structural debris material from parcels where structures were destroyed by fire, and the removal of hazard trees that could fall on public infrastructure including public Rights-of-Way (ROW) damaged by the 2020 fires which occurred in the Southern Branch. This work included working alongside and in close proximity to utility companies, other State Contractors, Local Fire Safe Councils, and private structural debris and tree removal contractors. In addition, Forgen DRC JV and our partners were often dealing with homeowners who have lost everything to a natural disaster and it was our primary goal to have patience and empathy when interacting with them.

To complete work in all five counties concurrently, Forgen DRC JV developed an organization structure and management team which allowed us to rapidly deploy oversight and resources while reporting back to our Program Manager who oversaw all cleanup efforts and could adjust resources based on county cleanup needs. With Forgen DRC JV's access to numerous craft labor crews which hold current 40-Hour HAZWOPER certifications and a strong commitment to implementing the procedures and practices that create an Incident and Injury Free (IIF) workplace, we were able to quickly assemble a project team as part of emergency response efforts. Debris cleanup efforts began November 30, 2020 and were completed by November 15, 2021. By leveraging our extensive experience in debris removal/cleanup throughout the US, with a local presence in California, Forgen DRC JV was uniquely prepared to deal with the challenges



## 2020 California Wildfire Debris and Hazardous Tree Removal

*Continued*



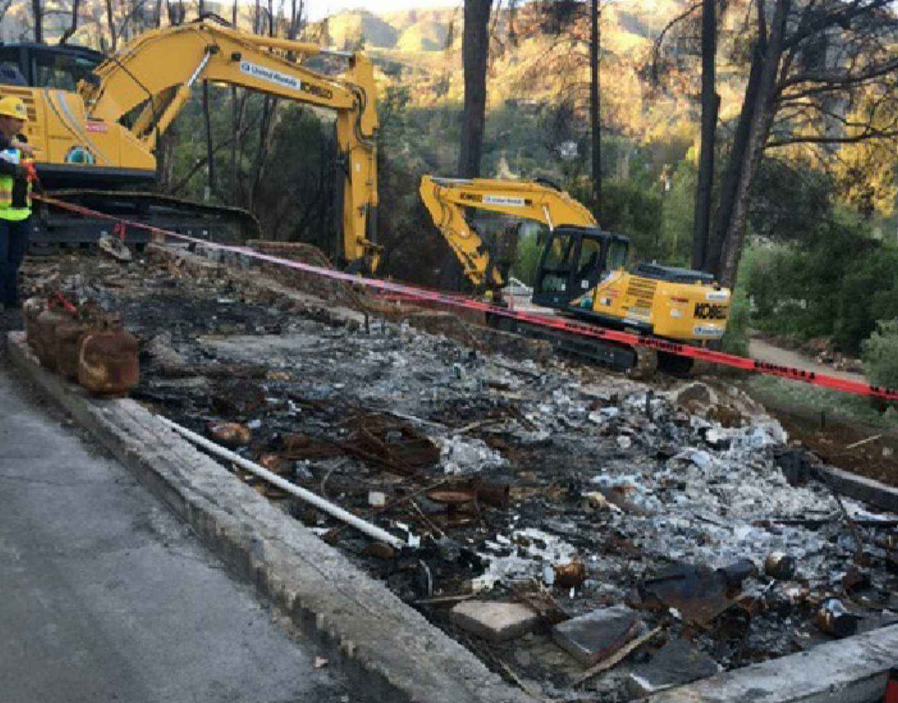
of managing the project through the winter months and in remote and mountainous terrain, where many of the cleanup areas were located. Since work was completed through winter and into the summer of 2021, crews had to meet the challenges of working through rain, snow, high winds, and high heat conditions.

As part of our emergency response fire cleanup, Forgen DRC JV, under the direction of the CalRecycle Incident Management Team, worked closely with individual property owners and the surrounding communities in order to perform the necessary residential lot cleanup. During debris removal efforts, over 20 debris removal crews were dispatched with separate asbestos site abatement crews and chimney removal crews. These crews consisted of specialty trained OSHA 40-Hour HAZWOPER employees working in Level C PPE. Debris removal included segregation, transportation and removal of burn ash, recyclable metals, concrete, and overexcavated soil from burned building areas. Following the initial cleanup efforts, Forgen DRC JV coordinated with CalRecycle and the Consultant to ensure that all impacted soil materials were removed from each lot. Soil samples were taken by the Consultant and tested to ensure all impacted material and debris had been removed from the sites or if additional soil removal was required. The scope of work also included providing dust control, installation of erosion control, and air monitoring and health and safety oversight for crews.

As part of the hazard tree removal program, over 10 tree removal and hauling crews were deployed to mitigate hazards on public infrastructure on public properties, public rights-of-way, and other areas that posed a hazard to the public. Forgen DRC JV hazard tree removal crews began cleanup efforts working alongside debris removal crews to provide hazard mitigation to trees posing a threat to debris crews on each property. Tree crew then worked to remove and mitigate both danger and hazard trees identified by the Consultant and Registered Professional Forester. Trees were felled and processed in accordance with Forest Practice Rules and Requirements and either chipped on-site or off-hauled to a designated end use facility with beneficial reuse where possible.

In total, Forgen DRC JV removed and mitigated over 11,800 fire damaged hazard and danger trees. Our team performed the cleanup of 627 properties which were returned to the counties and homeowners. Of the 627 residential properties completed, Forgen DRC JV removed and disposed of over 40,000 tons of burned debris and ash, recycled over 32,000 tons of concrete, recycled over 4,400 tons of metals, and removed and disposed of over 16,000 tons of potentially impacted soil.





## Woolsey Fire Debris Removal

**The Department of Resources  
Recycling and Recovery**  
*Los Angeles and Ventura Counties, CA*

### PROJECT HIGHLIGHTS

- 145 properties
- 10 crews - 40 field employees
- 38,500 tn burned debris and ash removed
- 18,000 tn concrete removed & recycled
- 1,000 tn metal removed & recycled
- 17,000 tn excess soil contaminated with ash removed

After the wildfire which spread across both Los Angeles and Ventura Counties was contained on November 16, 2018, Forgen was contracted as part of the emergency response fire cleanup. Forgen, under the direction of CalRecycle Incident Management Team, worked closely with individual property owners and the surrounding communities in order to perform the necessary residential lot cleanup as part of the response to the Woolsey Fire in Los Angeles and Ventura Counties.

An initial mobilization of five crews was required within the first 48 hours and up to 10 crews were used at any given time. Crews worked in Level C personal protective equipment (PPE) while completing lot cleanup. Every employee had OSHA 40 hour HAZWOPER training, received a physical exam, and was fit tested for a respirator prior to coming to the site. Lot cleanup included removal of burn ash and debris, recyclable metals, concrete, and overexcavated soil from burned building areas. Following the initial cleanup efforts, Forgen coordinated with CalRecycle to ensure that all impacted soil materials were removed from each lot. Soil samples were taken and tested to ensure all impacted material and debris had been removed from the sites or if additional soil removal was required. The scope of work also included providing dust control, installation of erosion control and hazard trees removal. As part of the emergency response cleanup Forgen completed cleanup of over 145 properties, disposing of or recycling approximately 38,500 tons of burned debris and ash, 18,000 tons of concrete, 1000 tons of metal, and 17,000 tons of excess soil contaminated with ash.





## Paradise Camp Fire Debris Removal

**Department of Resources  
Recycling and Recovery**  
*Paradise, CA*

### PROJECT HIGHLIGHTS

- 15,000+ tn of concrete, contaminated soil, and metal hauled to appropriate disposal facilities
- Disposal of ~6,000 cy of asbestos
- Personal air monitoring for asbestos, metals, chromium 6, and mercury while onsite
- Community dust control, select hazardous tree removal, installation of safety fence, and vehicle abatement in addition to property debris removal services

After the wildfire which spread across Paradise, California in 2018, Forgen was contracted as part of the emergency response fire cleanup. The Department of Resources Recycling and Recovery (CalRecycle) was tasked by the California Department of Emergency Services (Cal OES) to manage coordinated debris removal projects in Butte County to remove fire debris material from parcels where structures were destroyed by the Camp Fire. Forgen, under the direction of CalRecycle worked closely with individual property owners and the surrounding communities to perform this work in an expedited manner in full compliance with Butte County, Cal OES and Federal Emergency Management Agency (FEMA) project requirements, while protecting public health and safety and the environment.

Our crews worked in Level C personal protective equipment (PPE) while completing lot cleanup. Every employee had OSHA 40 hour HAZWOPER training, received a physical exam, and was fit tested for a respirator prior to coming to the site. Lot cleanup included removal of burn ash and debris, recyclable metals, concrete, and overexcavated soil from burned building areas. Following the initial cleanup efforts, Forgen coordinated with CalRecycle to ensure that all impacted soil materials were removed from each lot. Soil samples were taken and tested to ensure all impacted material and debris had been removed from the sites or if additional soil removal was required. The scope of work also included providing dust control, installation of erosion control and hazard trees removal. As part of the emergency response cleanup Forgen hauled 15,000+ tons of concrete, contaminated soil, and metal to appropriate disposal facilities, including disposal of ~6,000 CY of asbestos. Forgen also provided Community dust control, select hazardous tree removal, installation of safety fence, and vehicle abatement in addition to property debris removal services.



DRC's team has over 33 years of experience providing extensive disaster recovery services, environmental services and civil construction to federal, state, and local governments. As a leader in the recovery industry, our passion is helping communities prepare for the worst while being prepared to deliver a rapid response when necessary, all to facilitate the most efficient recovery possible. DRC has managed over 500 debris removal projects, including the removal of 156,400,000 cubic yards of debris. Setting new industry standards is what our customers have come to expect; DRC takes pride in our versatility and in our innovative approach to every job. Having successfully completed over \$2.5 billion in contracts, DRC employs scores of talented professionals ready to satisfy our client's needs. We are proven, and we are ready.



The primary mission of our company is to provide a **professional, honest, and immediate response** to natural and man-made disasters throughout the world. DRC is highly capable in managing all facets of a disaster, particularly because of our extensive experience in communicating with our clients. Through our experience, we have developed an inherent understanding of how to direct emergency response and recovery.

DRC has provided a plethora of services in response to disaster recovery including, but not limited to:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>🌐 Debris Management</li> <li>🌐 Demolition</li> <li>🌐 Marine Debris, Salvage, and Recovery</li> <li>🌐 Vehicle and Vessel Removal and Processing</li> <li>🌐 Technical Assistance and Project Management</li> <li>🌐 Temporary Housing, Workforce Housing and Life Support</li> <li>🌐 Construction and Construction Management</li> <li>🌐 Landfill Management</li> <li>🌐 Civil, Heavy, and Recovery Construction</li> <li>🌐 Fire Structural Debris Removal</li> <li>🌐 Oil Spill Response and Mining</li> </ul> | <ul style="list-style-type: none"> <li>🌐 Right-of-way maintenance</li> <li>🌐 Infectious Disease Planning and Response</li> <li>🌐 Beach Restoration</li> <li>🌐 Canal Bank Stabilization</li> <li>🌐 Drainage Improvement Projects</li> <li>🌐 Hazardous Waste Segregation</li> <li>🌐 Environmental Control</li> <li>🌐 Traffic Control</li> <li>🌐 Tree Trimming and Removal</li> <li>🌐 Emergency Supplies and Support</li> <li>🌐 Covid-19 Vaccination Sites and Temporary Hospitals</li> </ul> |
|---|--|



### NOTABLE ACHIEVEMENTS AND EXPERIENCE

- In 2021, DRC removed over **16,000,000 cubic yards of debris** and managed **82 debris management sites** in response to Hurricane Ida alone.
- In response to the 2020 California Wildfires, DRC removed and disposed of **11,800 hazardous trees, 97,000 tons of debris** and **700 vehicles** across **627 parcels**.
- In 2020, DRC was activated in **45 jurisdictions**, managed **81 debris management sites**, and removed and disposed over **6,400,000 cubic yards** of debris.
- Simultaneously mobilized, staffed, and successfully operated **53 individual projects** throughout the Southeastern US during the 2017 Hurricane Season.
- Established a **single-day productivity record** for post-disaster debris removal as recognized by FEMA in 2008 for collecting 440,000 cubic yards.
- Designed, implemented, managed and financed a **150-mile Gulf of Mexico shoreline protection system** in response to the BP oil spill.
- Established industry standards for total volume recycled by **recycling 100% of the 5.6 million cubic yards collected** in Houston, TX following Hurricane Ike.
- **Since its inception**, DRC has assisted local jurisdictions with FEMA reimbursement **without a single deobligation**.
- In response to the Woolsey Fire, DRC's family of companies removed and recycled **18,000 tons of concrete** and **1,000 tons of metal**.

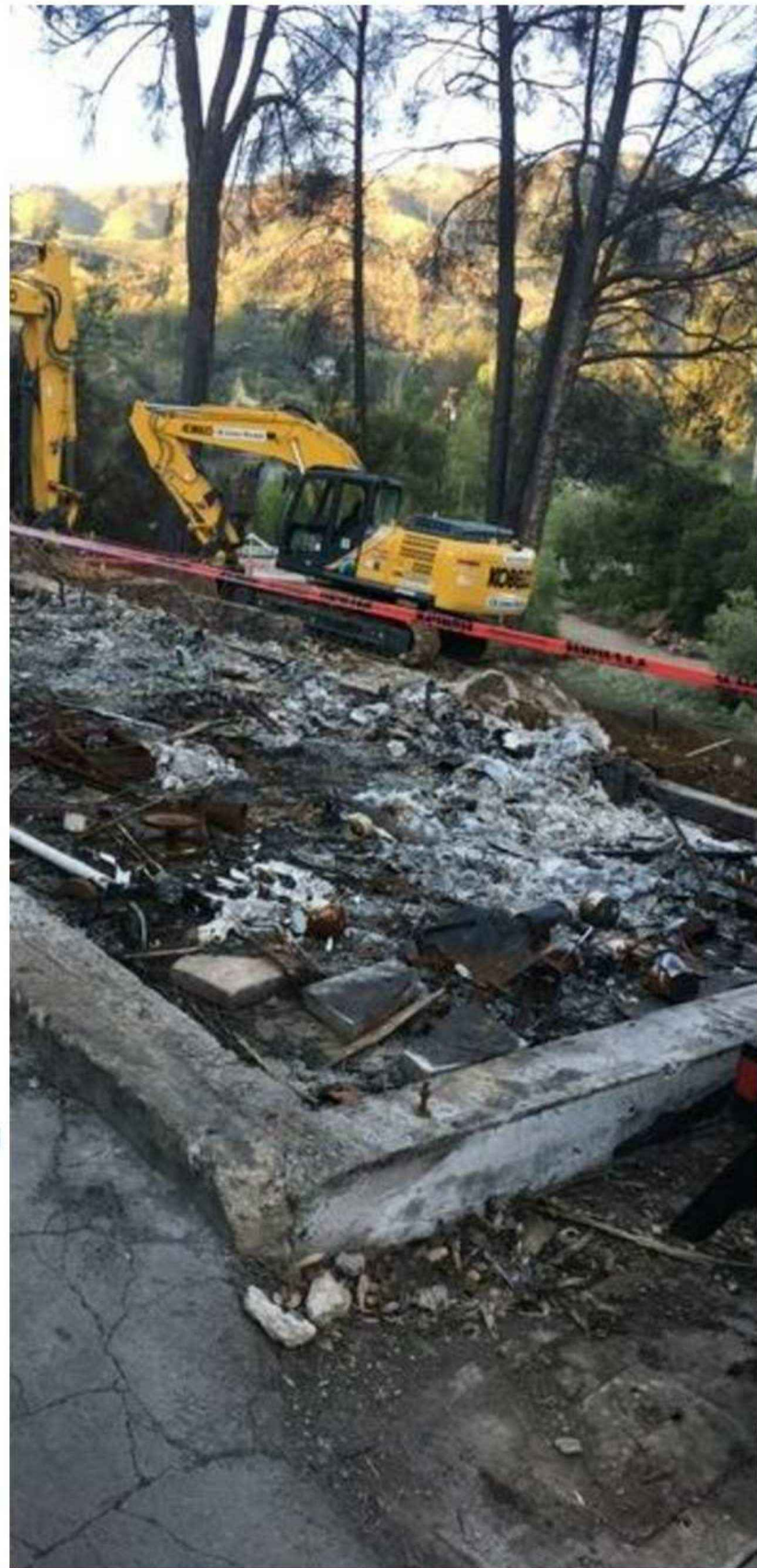


## BACKGROUND AND CAPACITY

The company traces its origins back to 1989 providing disaster recovery work in response to Hurricane Hugo. In 2001 the company began operating as DRC Emergency Services, LLC. Since its inception, DRC has responded and navigated through countless disaster events that included hundreds of contracts, each involving a unique community with distinct circumstances. In the past, DRC has picked up as little as 170 cubic yards for a single client and over 12 million cubic yards during 39 simultaneous activations. Having performed debris operations across the Continental United States and internationally for three decades, DRC has engaged a network of over 3,000 subcontracting partners. Our relationship with these contractors **guarantees that no matter the size or location of an event, DRC will respond timely.**

### WILDFIRE RECOVERY BY THE NUMBERS

<b>1,200+</b>	<b>Properties Cleared</b>
<b>131,000+</b>	<b>Tons of Ash and Debris Removed</b>
<b>58,000+</b>	<b>Tons of Concrete Removed</b>
<b>6,600+</b>	<b>Cubic Yards of Asbestos Removed</b>
<b>42,000+</b>	<b>Tons of Soil Removed</b>
<b>7,800+</b>	<b>Tons of Metal Removed</b>
<b>10,000+</b>	<b>Hazardous Trees Removed</b>





## FAMILY OF COMPANIES

Together with our commonly-owned affiliates, SLSCO and Forgen, we are able to respond immediately to disaster events and provide almost every service required to move through the complete disaster recovery timeline. We are one of the only companies in the United States that can perform these services in a streamlined manner from both the contracting and management sides. This portfolio of companies is under the same ownership and share all resources and assets, including financial, personnel, equipment and facilities.

### *SLSCO, LP*



SLS specializes in disaster response, short-term and long-term housing solutions and comprehensive community rehabilitation and reconstruction. We are capable of providing both program/construction management and general contracting services. For over the past decade, SLS has been involved in the reconstruction, rehabilitation elevation of over 22,000 homes in programs worth in excess of \$800 million. We have performed work nationwide and internationally and have served Federal clients such as FEMA and HUD, as well as numerous state, regional, county, and city governmental authorities throughout Texas, California, New York, New Jersey, Pennsylvania, Louisiana, South Carolina, South Dakota, Florida, Puerto Rico, and the U.S. Virgin Islands.

### *Forgen*



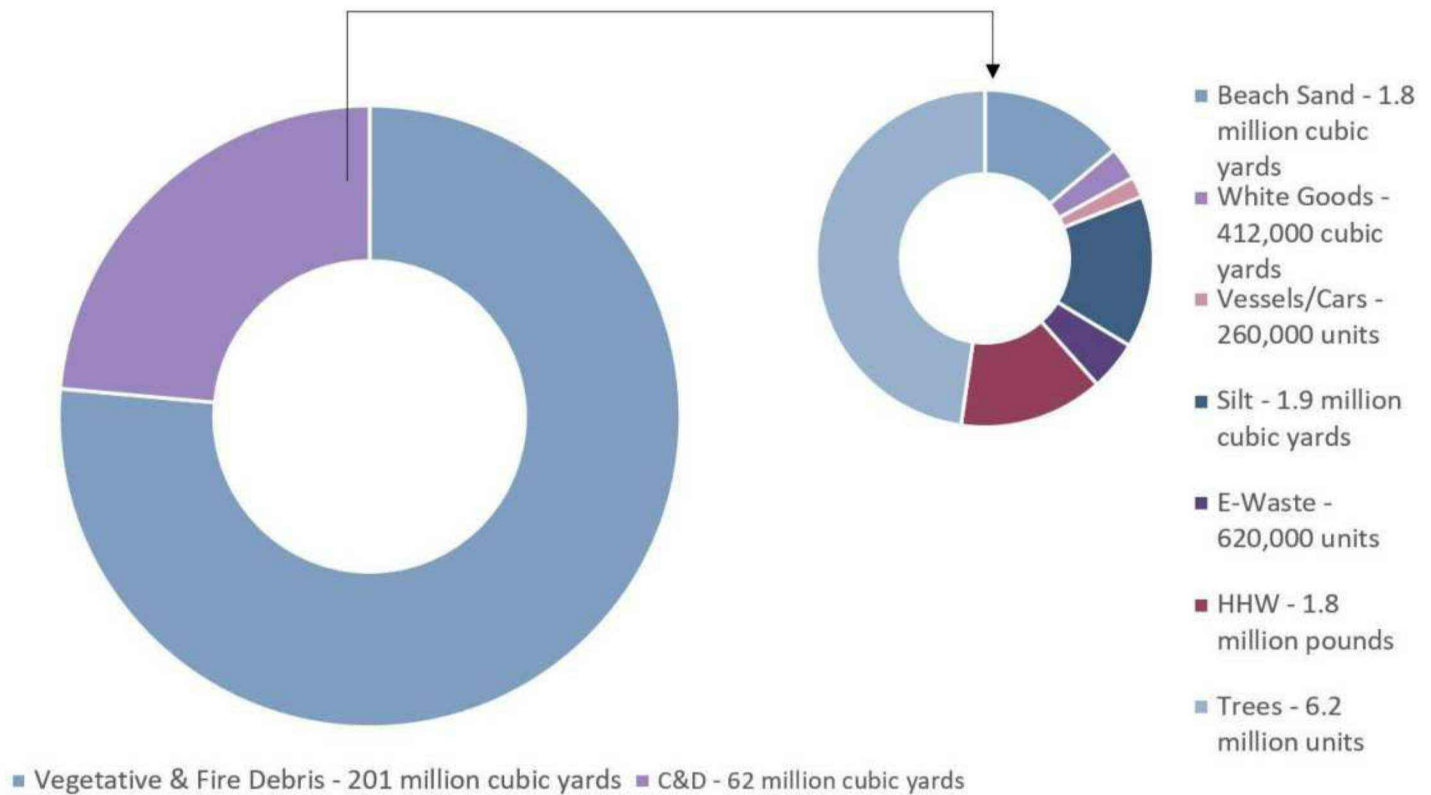
Forgen is one of the largest environmental construction companies in the United States offering remediation and infrastructure solutions across the country. Key management personnel have a combined 200 years of experience delivering hundreds of safe and successful projects in a variety of settings utilizing innovative technical solutions and implementation strategies that render the best possible value. At Forgen, client partnership is paramount, from initial project development and engineering design through field construction and remedy implementation.

Forgen is headquartered in Centennial, CO, approximately 2 hours away from Boulder County. **All resources, staff, and manpower of DRC Emergency Services LLC's common and wholly owned affiliate, Forgen, will contribute to the success of the firm.**





## HISTORIC AMOUNTS OF DEBRIS HANDLED



Confidential



## 5 Year Project History

**2021**

Hurricanes  
Flood  
Winter Storm  
Tornadoes

\$277,234,746

16,205,415  
cubic yards

**2020**

Hurricanes  
Fires  
Derecho

\$180,990,554

6,449,031  
cubic yards

**2019**

Tropical Depression  
Hurricanes  
Tornadoes

\$6,091,446

390,713  
cubic yards

**2018**

Hurricanes  
Tornadoes  
Marine/Waterway  
Debris Removal

\$271,381,877

23,398,766  
cubic yards

**2017**

Hurricanes

\$212,381,877

7,803,796  
cubic yards



### RELEVANT WORK EXPERIENCE

2021	Activations	Temporary Sites	Cubic Yardage	Contract Value
<b>Hurricane Ida</b>	<b>Louisiana:</b> Abita Springs, Ascension Parish, Assumption Parish, Baker, Bayou Lafourche Water District, Central, Donaldsonville, East Baton Rouge Parish/City of Baton Rouge, Iberville Parish, Jefferson Parish, LADOTD 61, LADOTD 62, Lafourche Parish, Lafourche School District, Pointe Coupee Parish, Sorrento, Southeast Flood Protection Authority, St. Charles Parish, St. Bernard Parish, St. James Parish, St. Tammany Parish, Tangipahoa Parish, Terrebonne Parish, Gramercy, Litcher	82	16,205,415	\$255,721,132
2020	Activations	Temporary Sites	Cubic Yardage	Contract Value
<b>Washington BABB Fire</b>	<b>Washington:</b> Town of Malden	1	N/A	\$8,500,000
<b>2020 California Fires</b>	<b>California:</b> Fresno, Los Angeles, Madera, and Tulare Counties	1	N/A	\$86,000,000
<b>Hurricane Zeta</b>	<b>Alabama:</b> Alabama DOT, Clarke County, Dauphin Island, Mobile, Mobile County, Selma, Washington County <b>Georgia:</b> Forsyth County <b>Louisiana:</b> New Orleans, Slidell, St. Charles Parish, St. Bernard Parish, Terrebonne Parish, Jefferson Parish, Plaquemines Parish <b>Mississippi:</b> Lucedale, Moss Point, Stone County	32	2,020,000	\$21,743,693
<b>Hurricane Delta</b>	<b>Louisiana:</b> Acadia Parish, Baker, Central, East Baton Rouge Parish, Lafayette Parish, Pointe Coupee Parish, St. Landry Parish, West Feliciana Parish	9	560,000	\$7,047,143
<b>Hurricane Sally</b>	<b>Alabama:</b> Dauphin Island, Mobile, Mobile County, Pritchard, Semmes <b>Florida:</b> Gulf Breeze, Mary Esther, Niceville	11	1,035,146	\$23,029,702
<b>Hurricane Laura</b>	<b>Louisiana:</b> Acadia Parish, Crowley, Grant Parish, Jefferson County Drainage District, Jefferson Davis Parish, Lafayette Parish, Natchitoches, Natchitoches Parish, Ouachita Parish, Vernon Parish, Winn Parish <b>Texas:</b> Matagorda County	27	2,513,185	\$32,667,393
<b>Hurricane Isaias</b>	<b>Florida:</b> Deland, <b>North Carolina:</b> City of Wilmington	2	237,497	\$2,738,159
2019	Activations	Temporary Sites	Cubic Yardage	Contract Value
<b>2019 Hurricane Season</b>	<b>Louisiana:</b> Assumption Parish, Pointe Coupee Parish, Terrebonne Parish, Lafayette Parish, Central, East Baton Rouge Parish/City of Baton Rouge <b>Florida:</b> City of Miami Beach <b>North Carolina:</b> Town of Pine Knoll Shores, Wilmington, Pender County <b>Texas:</b> Jefferson County, City of Liberty, Nederland, and Houston	5	Approximately 445,428	Approximately \$4,410,094

# Tab 3: Past Experience with Similar Projects

RFP No. 7301-22 Private Property Structural Debris and Hazard Tree Removal Operations

2018	Activations	Temporary Sites	Cubic Yardage	Contract Value
<b>Hurricane Michael</b>	<b>Florida:</b> Holmes County, Jackson County, Florida Department of Transportation, Tyndall Air Force Base, NSA Panama City <b>Georgia:</b> Colquitt	27	5,458,219	\$ 85,415,129
<b>Hurricane Florence</b>	<b>North Carolina:</b> Pender County, Wilmington, Havelock, Burgaw, Pine Knoll Shores, Surf City, Topsail Beach, Pamlico County, New Hanover County, Greene County, Southport, Jones County, and Sampson County, Camp Lejeune	18	2,518,939	\$ 34,572,767.81
<b>Alabama Tornado Outbreaks</b>	<b>Alabama:</b> Calhoun County, St. Clair County, and the City of Jacksonville	2	350,881	\$ 5,009,976.14
2017	Activations	Temporary Sites	Cubic Yardage	Contract Value
<b>Hurricane Harvey</b>	<b>Texas:</b> Texas GLO, Waller County, Harris County, Jefferson County, Port of Corpus Christi, Cities of Aransas Pass, Groves, Cleveland, Bellaire, Humble, Nederland, Port Aransas, Houston, Jacinto, Port Arthur, Piney Point Village, Port Neches, and Texas City	16	3,579,940.50	\$ 89,426,277.00
<b>Hurricane Irma</b>	<b>Florida:</b> Florida Department of Transportation, Florida Department of Environmental Protection, Monroe County, Citrus County, Miami-Dade County, Coconut Creek, Cutler Bay, Daytona Beach, Debary, Deland, Fernandina, Ft. Lauderdale, Indian Creek Village, Inverness, Largo, Miami, North Miami, North Miami Beach, Surfside, Orange City, Orlando, Palm Beach Gardens, Pembroke Pines, Redington Beach, and St. Augustine <b>Georgia:</b> Brunswick	30	2,159,454.64	\$ 48,775,168
<b>Hurricane Maria</b>	<b>Puerto Rico:</b> Department of Transportation and Public Works	8	1,082,845.80	\$ 78,295,107
2016	Activations	Temporary Sites	Cubic Yardage	Contract Value
<b>Winter Storm Jonas</b>	<b>Maryland:</b> Maryland Department of General Services, State of Maryland, Prince Georges County and City of Baltimore <b>Virginia:</b> Loudoun County	N/A	N/A	\$ 1,002,792
<b>Multiple Severe weather events and flooding</b>	<b>Texas:</b> Harris County, Houston, Texas DOT <b>Louisiana:</b> East Baton Rouge parish, Ascension Parish, Tangipahoa Parish, Lafayette Parish, St. Martin Parish, City of Baker, Assumption Parish, Iberville Parish, City of St. Gabriel,	5	2,800,000.00	\$ 50,000,000
<b>Hurricane Hermine</b>	<b>Florida:</b> Citrus County, Leon County	N/A	26,694.25	\$1,792,096.93
<b>Hurricane Matthew</b>	<b>Florida:</b> Daytona Beach, Ormond Beach, Deland, Orange City, St. Augustine, Sebastian <b>North Carolina:</b> New Hanover County, Pender County, Hyde County, Greene County, City of Wilmington, City of North Topsail Beach <b>Georgia:</b> Georgia Department of Transportation	14	579,473.65	\$13,572,406.02
2015	Activations	Temporary Sites	Cubic Yardage	Contract Value



## Tab 3: Past Experience with Similar Projects

RFP No. 7301-22 Private Property Structural Debris and Hazard Tree Removal Operations

<b>Texas Flood Event</b>	<b>Texas:</b> Texas Department of Transportation, City of Houston, and City of Bellaire	N/A	238,463.00	\$ 2,039,329
<b>Louisiana Storm Event</b>	<b>Louisiana:</b> East Baton Rouge Parish and Ascension Parish	N/A	135,977.96	\$ 875,867
<b>2014</b>	<b>Activations</b>	<b>Temporary Sites</b>	<b>Cubic Yardage</b>	<b>Contract Value</b>
<b>Winter Ice Storms</b>	<b>South Carolina:</b> South Carolina Department of Transportation <b>North Carolina:</b> New Hanover County, Pender County, City of Wilmington, City of Thomasville and City of Archdale	15	1,839,119.82	\$ 54,449,473



## FINANCIAL STRENGTH & STABILITY

DRC is one of the most **financially sound and stable companies** in the disaster response industry. With a **bonding capacity of over \$1 billion** and access to dedicated cash and credit lines in **Confidential** DRC has the ability to manage and complete multiple projects simultaneously without being hindered by a lack of operating capital. During high storm seasons over the past decade, DRC operated substantially out of pocket prior to client payment, yet remained fully capable of providing the critical services necessary to complete all contracts.

- 🌐 The 2020 hurricane season consisted of numerous hurricanes including Hurricanes Hanna, Laura, Isaias, Sally, Delta, and Zeta; DRC was mobilized in Alabama, Georgia, Louisiana, Mississippi, Florida, Texas, and North Carolina and removed and disposed of over 5,900,000 cubic yards of debris. for contracts totaling over \$180 million.
- 🌐 The 2018 hurricane season brought several storms, most notably Hurricanes Florence and Michael. With only two weeks of reprieve between each storm, DRC mobilized in Florida, North Carolina, Virginia and Georgia simultaneously.
- 🌐 Three major hurricanes hit continental North America in 2017, Hurricanes Harvey, Irma, and Maria, consecutively. DRC managed a total of 53 projects simultaneously in the months that followed these disasters, totaling to \$207 million and 6 million cubic yards.
- 🌐 2016 brought several severe flooding events, primarily in Texas and Louisiana. Additionally, Hurricanes Hermine and Mathew wreaked havoc on Florida and the East Coast. DRC was activated in 30 total jurisdictions, DRC picked up a total of 4 million cubic yards of debris, totaling to an estimated amount of \$64.7 million contract value.
- 🌐 The winter of 2014 wreaked havoc on the eastern seaboard. Working primarily in South Carolina and North Carolina, DRC managed the debris removal for 5 counties in North Carolina and 8 counties for SCDOT. Removing over 225,000 trees and 1,400,000 cubic yards, the contract value is \$54,449,473.
- 🌐 DRC successfully performed in at least 9 contracts that were directly related to the British Petroleum Deepwater Horizon oil spill in the Gulf of Mexico which flowed for three months in 2010. The company's depth of knowledge with debris handling in ecologically sensitive environments was a significant asset to the regions affected. The total contract value is \$185,334,469.
- 🌐 In 2008, following Hurricanes Ike and Gustav, DRC provided debris removal services for 36 separate and simultaneous disaster management services contracts, including the cities of Houston, Galveston, and New Orleans. The total value of these contracts was approximately \$200 million.

### Banking

Texas Capital Bank  
Mike Chryssikos  
Senior Vice President  
One Riverway, Suite 2100  
Houston, TX 77056  
(832) 308-7109

[michael.chryssikos@texascapitalbank.com](mailto:michael.chryssikos@texascapitalbank.com)

(Please see attached letter)

### Surety

Bowen, Michlette & Britt Insurance  
Agency LLC  
Toby Michlette  
Surety Bond Producer, Senior VP  
1111 North Loop West, Suite 400  
Houston, TX 77046  
(713) 880-7109

[Tmichlette@bmbinc.com](mailto:Tmichlette@bmbinc.com)

(Please see attached letter)

### Insurance

McGriff, Seibels & Williams  
Rob Harrison  
818 Town & Country Blvd.  
Suite 500  
Houston, TX 77024  
(713) 940-6544

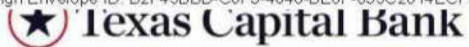
[Rob.harrison@mcgriff.com](mailto:Rob.harrison@mcgriff.com)

(Please see sample insurance  
certificate attached)

**DRC has never failed to complete any awarded work, defaulted on a contract, or filed for bankruptcy. The company has a 100% assignment completion record.**



DocuSign Envelope ID: B2F45BBD-C0F3-4646-BE0F-635C2014ECF9



January 10, 2022

DRC Emergency Services, LLC  
6702 Broadway  
Galveston, Texas 77554

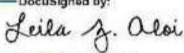
To Whom It May Concern:

DRC Emergency Services, LLC has the financial resources to perform the requested work for the jurisdiction and the ability to obtain additional resources if needed. The company has a multi-year syndicated revolving credit facility in the amount of **Confidential** by Texas Capital Bank. DRC Emergency Services, LLC has the financial capability to finance a multi-million dollar volume of work without interference or a slow-down of work.

In addition to the Line of Credit with our bank, the owners of DRC Emergency Services, LLC keep ample levels of Working Capital available at moments notice.

They have banked with us for over 5 years, have always paid as agreed and are one of the highest valued clients in the bank. We've witnessed them work on multiple projects and coordinate large scale efforts with excellent execution.

Please feel free to contact me should you need additional information.

DocuSigned by:  
  
CB27F6DC91CA459...

Leila Aloia  
Senior Vice President  
Texas Capital Bank  
832-308-7005



BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC  
2800 NORTH LOOP WEST, SUITE 1100  
HOUSTON, TEXAS 77092  
TELEPHONE (713) 880-7100  
FACSIMILE (713) 880-7149

January 10, 2022

DRC Emergency Services, LLC  
6702 Broadway  
Galveston, TX 77554

Re: DRC Emergency Services, LLC

To Whom It May Concern:

We are the surety bonding agent for DRC Emergency Services, LLC, of Galveston, TX. In this capacity, we have become very familiar with their financial, management, and operational capabilities. DRC Emergency Services, LLC is bonded through Travelers Casualty and Surety Company of America (Travelers), which has an A.M. Best Rating of A++ with a Financial Size Category of XV. Travelers has agreed to support performance and payment bonds for single projects up to \$500,000,000 as long as these projects fit within a \$1 Billion aggregate work program.

Please note that the decision to issue performance and payment bonds is a matter between DRC Emergency Services, LLC, and Travelers, and will be subject to the review and approval of the contract terms, conditions and related underwriting criteria at the time the bonds are requested. We assume no liability to third parties or to you if for any reason Travelers does not execute said bonds.

We hold DRC Emergency Services, LLC in the highest possible regard and it is our pleasure and privilege to recommend them for your consideration.

Very truly yours,

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC



David T. Miclette  
Senior Vice President

DTM/rg

INSURANCE / BONDS / RISK MANAGEMENT





### CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 01/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
 McGriff Insurance Services, Inc.  
 10100 Katy Freeway, #400  
 Houston, TX 77043

**CONTACT** Julia Becvar  
**PHONE** (A/C, No, Ext): 713-877-8975 **FAX** (A/C, No): 713-877-8974  
**E-MAIL** ADDRESS: jbecvar@mcgriff.com

**INSURED**  
 DRC Emergency Services, LLC  
 P.O. Box 17017  
 Galveston, TX 77552

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Crum & Forster Specialty Insurance Company	44520
INSURER B: The Phoenix Insurance Company	25623
INSURER C: Texas Mutual Insurance Company	22945
INSURER D: Argonaut Insurance Company	19801
INSURER E:	
INSURER F:	

COVERAGES		CERTIFICATE NUMBER: Confidential	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED HEREIN ARE IN FULL FORCE AND EFFECT AND ARE NOT REVOKED, AMENDED, EXTENDED OR OTHERWISE MODIFIED BY ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> C. A. WAIVER <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER SUBJECT <input type="checkbox"/> LOC OTHER:	Confidential	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (See occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMMODITY ACC \$ 5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		05/26/2021 05/26/2022 COMBINED SINGLE LIMIT (Each accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> RETENTION \$		06/30/2021 05/26/2022 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A		05/26/2021 05/26/2022 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution & Errors & Omissions		05/26/2021 05/26/2022 Contractor's Pollution \$ 5,000,000 Errors & Omissions \$ 5,000,000 Policy Aggregate \$ 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 County of Boulder and State of Colorado, a body corporate and politic are included as Additional Insureds on the General Liability, Pollution Liability, Automobile and Excess Liability policies. Waiver of Subrogation applies in favor of County of Boulder and State of Colorado, a body corporate and politic as respects the General Liability, Automobile, Workers' Compensation and Excess Liability policies. The General Liability Policy includes a Per Project Aggregate. Coverage is primary and non-contributory as respects to the General Liability, Automobile and Excess Liability policies. All as required by written contract subject to policy terms, conditions, and exclusions. In the event of cancellation by the insurance companies, the General Liability, Automobile and Excess policies have been endorsed to provide 30 days' Notice of Cancellation (except for non-payment) to the Certificate Holder shown below.

#### CERTIFICATE HOLDER

County of Boulder  
 1325 Pearl Street  
 Boulder, CO 80302

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*R. Michael Bradlove, Jr.*



## COMMITMENT TO COMPLIANCE & ETHICAL BUSINESS CONDUCT

DRC strives to provide the most dependable, honest, customer-centric service in the industry while upholding the highest standards of ethical conduct and compliance at all times. To better ensure our continued compliance with all laws, rules, and regulations, DRC's senior management has established a formal code of business conduct that all contractors and individuals are expected to adhere to.

Kristy Fuentes, DRC's Vice President of Compliance and Administration, oversees the Corporate Compliance Program. Her responsibilities include:

- 🌐 Evaluating internal and external compliance issues/concerns relating to DRC's interaction with customers
- 🌐 Ensuring that our management, employees, and customers are in compliance
- 🌐 Serving to form a valuable line of communication between the company and customers
- 🌐 Acting as a conduit to the President by monitoring and reporting results of the ethics practices of the company
- 🌐 Providing guidance to the senior management team

Ms. Fuentes is authorized to implement all necessary actions to insure achievement of the objectives of an effective compliance program.



### DRC's Core Values

- ✓ Be Honest
- ✓ Work Hard
- ✓ Be Accountable
- ✓ Show Courtesy & Respect
- ✓ Be Prepared

### *Application of Core Values*

DRC is committed to upholding our core values in all aspects of business and conduct. We expect all personnel to apply these values:

- 🌐 To our **customers** we place highest priority on our response time to a disaster, our effectiveness, and the quality of our service and solutions.
- 🌐 To our fellow **employees** we look out for their welfare, safety and health. We promote an environment that encourages new ideas, enjoyment of work, and equal opportunity for advancement.
- 🌐 To our **suppliers and subcontractors**, we are fair and professional, honoring our commitments to business partners who hold our same values.



### COMPLIANCE STANDARDS AND PROCEDURES

DRC aspires to be the “**first in response**” for natural and man-made disasters by being prepared, responsive, competent, and demonstrating ethical business conduct. Headed by a team of caring people, we recognize that how we do our work is as important as what work we do. We will not tolerate any short cuts when it comes to our ethical values and standards of conduct.

Our senior management and key personnel are committed to the highest standard of ethical conduct and compliance. Our senior management team has also established a very detailed ethics program with procedures to detect some of the obvious and easier ways that fraud occasionally occurs.

Rae, update with fire pic



#### *Quality Control Plan*

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

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

Our mission is to provide the most **dependable, honest** and **customer-centric** services in the industry by building **lasting relationships** with the clients we serve.

We are among the leading disaster management and civil construction groups in the United States, specializing in providing emergency preparation, disaster response and recovery from major catastrophes. Our experience covers all facets of a project, including the FEMA reimbursement process.

**At DRC we're always striking back against disaster.**



## SAFETY PROCEDURES

Through careful planning and rigorous attention to training and safety procedures, DRC ensures the health and safety for both personnel and the general public. DRC's Corporate Safety Plan includes basic policies, an accident prevention plan and a substance abuse policy.

Key safety plan components include:

1. Continuous instruction/monitoring of each contractor, subcontractor, supplier and employee in the safe operation of their work;
2. A reward system for consistent safe operation and performance.

This organization's safety goals are to provide and maintain safe work environments and establish procedures which will:

- Safeguard public, government personnel, and property
- Provide a safe work environment for employees and subcontractors
- Avoid interruptions to operations and delays involving project completion
- Increase morale
- Enhance cost measures through safe practices

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

### *Employee Performance and Training*

As one of the leading disaster response companies in the United States, DRC has developed one of the most comprehensive employee training modules in the industry. Every staff member is continuously trained in:

- Online FEMA doctrine
- Safety performance and practice
- Certifications relative to individual disciplines

All personnel records (management, supervisors, foremen and laborers) are maintained to ensure all personnel have current training and certification relative to their job assignment. All of DRC's personnel receive specialized training in emergency management and are encouraged to further their education.

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OPERATIONS SITE

NO ENTRY WITHOUT  
PROPER AUTHORIZATION

**THINK**  
DO IT THE SAFE WAY  
DO IT THE RIGHT WAY  
DO IT EVERY DAY



### *Drug Free Workplace Program*

It is the goal of DRC to maintain a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988. DRC has adopted the following policies on a case-by-case basis:

1. The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.
2. As an on-going condition of employment, employees are required to abide by this prohibition and to notify her/his supervisor, the Managing Director, or Vice President in writing and within five (5) days of the violation of any criminal drug statute arrest or conviction they receive.
3. Employees who violate this prohibition or receive such a conviction are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.
4. DRC provides information about drug counseling and treatment.
5. DRC reserves the right to search and inspect for the maintenance of a safe workplace.

### *Technical Training & Educational Services*

DRC Emergency Services, LLC can help local government prepare for almost any contingency with confidence. DRC's Director of Technical Assistance and Training, Tony Furr, provides on-going education to DRC's personnel and the jurisdictions we serve. He has delivered the Debris Management training at the National Hurricane Conference, the Texas Emergency Managers Conference, the Oklahoma Emergency Managers Conference and presided over the round table workshops hosted by the Disaster Recovery Contractors Association (DRCA) in FEMA Region VI.

DRC's staff is highly trained to aid local governments with comprehensive planning and support. **We are committed to helping our clients understand the principals of Emergency Management** and have had overwhelming success providing training programs and pre-event planning workshops.

Mr. Furr and our Key Personnel are always available to provide Boulder County with planning and training exercise. DRC will provide regular training and feedback sessions annually or on a more frequent basis to the County as a service at no additional cost. Typical workshops include:

- 🌐 Pre-Season Debris/Response Readiness Workshop
- 🌐 Scenario Based Tabletop Exercise
- 🌐 Debris Management Seminar
- 🌐 Debris Readiness Exercise
- 🌐 Discussion Based Debris Management Exercise
- 🌐 Disaster Debris Awareness Exercise

When requested, DRC can offer a "Regional Debris Readiness Workshop" for smaller jurisdictions by inviting neighboring communities to a combined training session.

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## EXPERIENCE WITH FEMA REIMBURSEMENT

DRC has an unparalleled record for providing jurisdictions the maximum reimbursement rate granted by FEMA. **Our record serves as a testament to DRC's ability to perform within the strict guidelines established by our Federal Government, as well as our ability to attract and maintain well trained and principled personnel.**

### *Adherence to Policy Changes*

DRC Emergency Services strives to continuously stay ahead of any changes in FEMA policy and guidance that may affect our Clients. DRC immediately implemented internal measures to ensure that our clients and prospective clients were prepared to be fully compliant with this guidance. DRC carefully reviewed scopes of service, terms of inclusion, evaluation, pricing models, and other key components for any items which may have been deemed non-compliant relative to the new guidance. Additionally, **DRC Emergency Services, LLC is a founding member of DRCA** (the industry's trade organization). Through this membership, DRC helps shape policy and legislation for jurisdictions recovery process. Our additional memberships in other professional organizations (NEMA, APWA and SWANA), provides us with recent industry knowledge necessary to support our client base.

Tony Furr, DRC's Director of Technical Assistance and Training, works closely with our clients to educate and to ensure compliance with Federal Policy and Procedures. **Mr. Furr was the Region VI Debris Subject Matter Expert from 2013 – 2021 for FEMA** and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer **for over 100 federally declared disasters and emergencies**. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

### *Major Disaster Recovery Projects*

DRC has extensive experience working with FEMA on major disaster recovery projects. Through decades of experience, DRC has developed an inherent understanding of how to direct emergency response and recovery.

Date	Event	State	Declaration Number
<b>2021</b>	Marshall Fire and Straight Line Winds	CO	DR-4634
	Kentucky Severe Storms, Straight-line Winds, Flooding, and Tornadoes	KY	DR-4630
	Hurricane Ida	LA	DR-4611
	Texas Severe Winter Storms	TX	DR-4586
	Louisiana Severe Winter Storms	LA	DR-4590
	Storms, Straight-line Winds, and Tornadoes	AL	DR-4596
	Georgia Severe Storms and Tornadoes	GA	DR-4600

<b>2021</b>	Louisiana Severe Storms, Tornadoes, and Flooding	LA	DR-4606
<b>2020</b>	Hurricane Zeta	LA, MS, GA, AL	EM-3549, EM-3550
	Hurricane Delta	LA	DR-4570
	Hurricane Sally	AL, FL	DR-4563, DR-4564
	Washington BABB Fire	WA	FM-5355
	Hurricane Laura	LA	DR-4559
	Iowa Severe Storms (Derecho)	IA	DR-4557
	Hurricane Isaias	FL, NC	EM-3533, DR-4568
	Hurricane Hanna	TX	EM-3530
<b>2019</b>	Tropical Depression Imelda	TX	DR-4466
	Hurricane Dorian	NC	DR-4465
	Hurricane Barry	LA	DR-4462
<b>2018</b>	Hurricane Michael	FL, GA	DR-4399, DR-4400
	Hurricane Florence	NC	DR-4393
	Severe Thunderstorms and Dangerously High Winds	AL	DR-4362
<b>2017</b>	Hurricane Maria	PR	DR-4339
	Hurricane Irma	FL, GA	DR-4337, DR-4338
	Hurricane Harvey	TX	DR-4332
<b>2016</b>	Hurricane Matthew	NC, GA, FL	DR-4285, DR-4284, DR-4283
	Hurricane Hermine	FL	DR-4393
	LA Severe Storms & Flooding	LA	DR-4277
	Winter Storm Jonas	MD, VA	DR-4261, DR-4262
<b>2015</b>	TX Severe Storms & Flooding	TX	DR-4269
<b>2014</b>	Ice Storm Pax	SC, NC	DR-4166, DR-4167

## Tab 3: Past Experience with Similar Projects

RFP No. 7301-22 Private Property Structural Debris and Hazard Tree Removal Operations

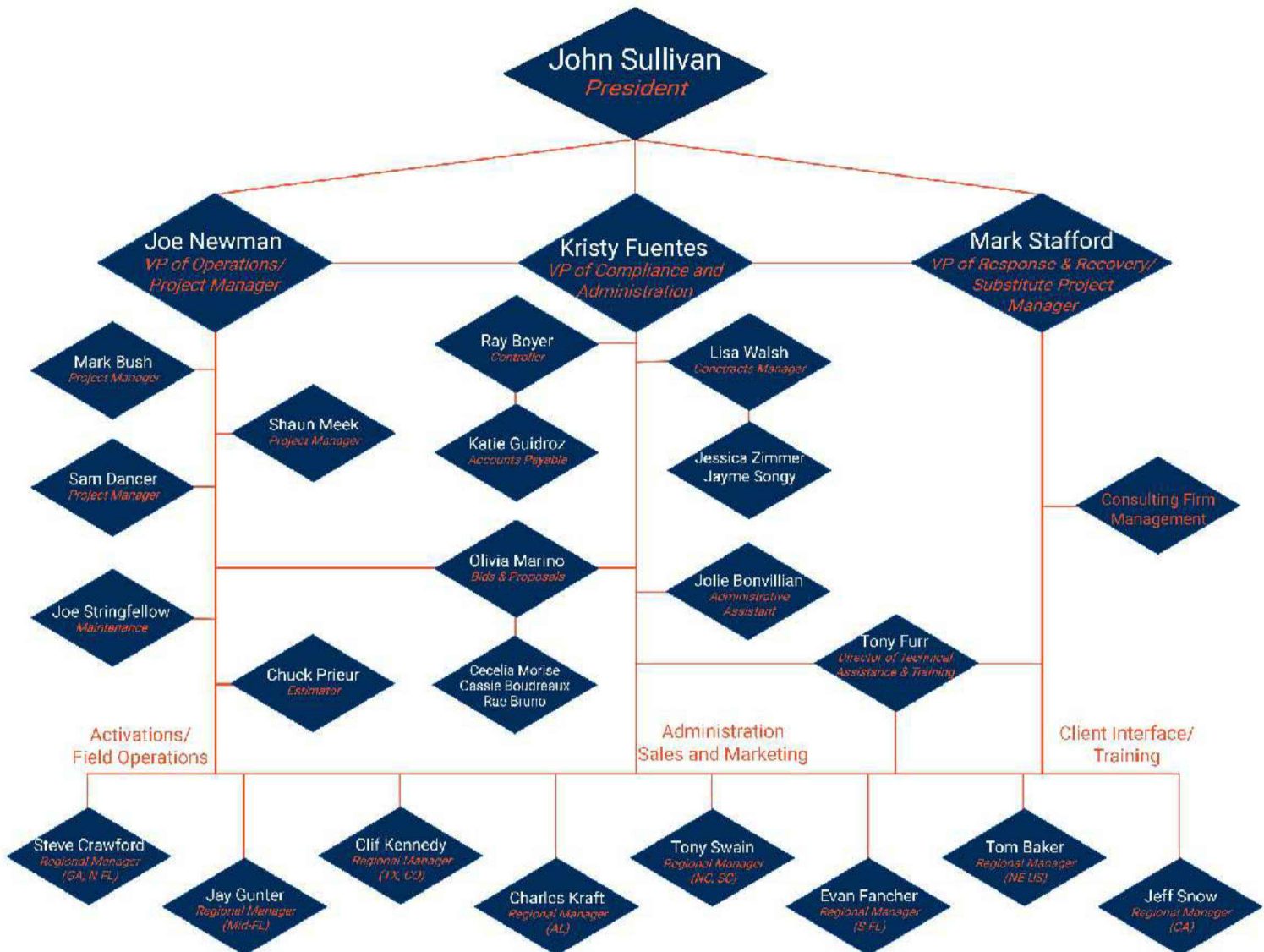
<b>2014</b>	Hurricane Sandy	NY, MD, NJ, MO	DR-4085, DR-4091, DR-4086, DR-4098
	Hurricane Isaac	LA	DR-4080
	Hurricane Irene	VA, MD, NC, RI	DR-4024, DR-4034, DR-4019, DR-4027
<b>2010</b>	TN Severe Flooding	TN	DR-1909
<b>2009</b>	Ice Storms	MD, VA	DR-1875, DR-1874
<b>2008</b>	Hurricane Ike	TX	DR-1791
	Hurricane Gustav	LA	DR-1786
	Mother's Day Tornadoes	GA	DR-1750
	F5 Tornado	IA	DR-1763
<b>2007</b>	Ice Storms	MO	DR-1736
<b>2006</b>	Ice Storms	NY	EM-3268
<b>2005</b>	Hurricane Katrina	FL, LA, MS	DR-1602, DR-1603, DR-1604
	Hurricane Wilma	FL	DR-1609
	Hurricane Rita	TX, LA	DR-1606, DR-1607
	Hurricane Ophelia	NC	DR-1608
	Hurricane Dennis	FL	DR-1595
<b>2004</b>	Tropical Storm Gaston	SC	DR-1547
	Hurricanes Charley, Francis, Jeanne, and Ivan	FL	DR-1539, DR-1545, DR-1561, DR-1551
<b>2003</b>	Hurricane Isabel	VA	DR-1491
<b>2002</b>	Hurricane Lili	LA	DR-1437
	Emergency Tire Fire	VA	FSA-2397
	Hurricane Isadore	LA	DR-1435



<b>2002</b>	Severe Floods	VA	DR-1406
	Snow Storm	NY	DR-1404
<b>2001</b>	Ice Storm	KS, MO	DR-1366, DR-1412
	Tropical Storm Gabrielle	FL	DR-1393
	Tropical Storm Allison	LA	DR-1380
	Severe Flooding	WV	DR-1378
	Severe Flooding	TX	DR-1379
	Ice Storms	OK, LA, TX	DR-1355, DR-1357, DR-1356
	Catastrophic Flood	NJ	DR-1337
<b>2000</b>	F4 Tornado	TX	DR-1323
	Ice Storm	NC	DR-1312
	Ice Storm	GA	DR-1311
	Hurricane Floyd	FL, SC, NC	DR-1300, DR-1299
<b>1999</b>	F5 Tornado	OK	DR-1272
	Hurricane Irene	FL	DR-1306
	Tropical Storm	TX	DR-1274



## ORGANIZATIONAL CHART





### KEY PERSONNEL

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

#### John Sullivan, President (DRC)

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries.

With over 26 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process.

#### Chris Shea, President (Forgen)

Chris is the President of Forgen where he is responsible for the overall management and strategic direction of the company including capturing new market segments, developing partnerships nationwide, and promoting Forgen's growth, expansion, and ultimate success. He has been in the environmental and remediation industry for 30 years and has extensive P&L experience. With a proven track record of driving innovation, increasing profitability, and sustaining organizational excellence in all market conditions, Chris has successfully built business units from the ground up as well as turned around faltering operations.

#### Kristy Fuentes, Vice President of Compliance and Administration (DRC)

Kristy Fuentes is the Vice President of Compliance and Administration for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in planning, program management, disaster response, demolition contracting and regulatory compliance.

Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the "Katrina Car and Vessel" contract and three massive demolition projects in the City of New Orleans. Following Hurricane Gustav, Ms. Fuentes managed nine major disaster-response contracts across southern Louisiana with a cumulative contract value of over thirty million dollars. In response to the BP MC 232 oil spill, Ms. Fuentes played a key role in the clean-up of lower Jefferson, Terrebonne and Plaquemines Parishes through the employment and management of hundreds of local residents and vessels.

Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, ensuring contractor compliance with Federal and State regulations.



Ms. Fuentes plays a key administrative role in every project DRC performs. In the wake of Hurricanes Michael and Florence in 2018 she directed 45 simultaneous contract activations while providing oversight of accounting, invoicing, ticket reconciliation and overall administrative management. Ms. Fuentes has provided this kind of oversight on all of DRC's projects since 2013.

### Joe Newman, Vice President of Operations (DRC)

With more than 14 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Isabel, Dennis, Katrina and Ike. Through the years, he has had many roles including heavy equipment operation, planning and coordination of construction process, securing permits and licenses, delivery of materials and equipment, FEMA compliance, coordinating and operating with municipality officials, and estimating for contracts.

As Vice President of Operations, Mr. Newman provides operational oversight in order to measure progress and adjust processes to ensure the success of the project. Mr. Newman oversees all project managers and works closely with management personnel to maintain efficient team structure during an activation.

Previously, while activated for Hurricane Ike, Mr. Newman oversaw the collection, processing, and recycling/disposal of over 1,000,000 cubic yards of debris. His recent project activations include Hurricanes Michael, Florence, Harvey, Maria, and Irma. Mr. Newman plays a role in every major activation providing overall project management and operational oversight.

### Mark Stafford, Vice President of Response and Recovery (DRC)

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

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

### Matt Marks, Senior Vice President Geotechnical Division (Forgen)

Matt is the Senior Vice President of the Geotechnical Division for Forgen and is based in Sacramento, California. He has over two decades of experience in environmental and geotechnical construction including mine reclamation and major remediation projects in remote locations across the United States. Matt's responsibilities include project development, estimating, implementing quality control and site safety programs, client relations, and overall project management.

### Tony Furr, Director of Technical Assistance and Training (DRC)

Mr. Furr was the Region VI Debris Subject Matter Expert (SME) from 2013 – 2021 for FEMA and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer for over 100 federally declared disasters and emergencies. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

Mr. Furr was directly involved in the FEMA Public Assistance (PA) grant program since 2005 (Hurricane Katrina and Rita) through 2020 COVID-19 events, including Hurricane Ike and Hurricane Harvey. Mr. Furr's knowledge and experience of the FEMA PA program is invaluable to both DRC Emergency Services, and all clients while navigating the FEMA Disaster grants programs. Mr. Furr is also a FEMA trainer for Grants Management and Debris Management. He has delivered the Debris Management training at the National Hurricane Conference, the Texas Emergency Managers Conference, the Oklahoma Emergency Managers Conference and presided over the round table workshops hosted by the Disaster Recovery Contractors Association (DRCA) in FEMA Region VI.

Tony Furr is one of the most knowledgeable people working in the debris management business with firsthand field experience managing major disasters and PA grants.

### Clif Kennedy, Regional Manager (DRC)

As a former Captain in the U.S. Marine Corps, Mr. Kennedy was responsible for the training and combat readiness of hundreds of Marines and led expeditionary combat operations around the world. His leadership and experience conducting operations in extreme situations gives him a unique perspective in the disaster response business. Additionally, his management background in a commercial real estate development and an international non-profit have broadened his capabilities in effective leadership. As a Regional Manager, Mr. Kennedy is responsible for maintaining business relationships and providing hands-on participation and incident command in response and recovery operations. His major recent activations include: Hurricanes Hanna, Laura, Michael, Florence and Harvey and COVID-19 response throughout Texas. Upon joining the DRC team, Mr. Kennedy was immediately activated in response to Hurricane Harvey and worked closely with the City of Houston and Harris County. Mr. Kennedy also worked with the Texas General Land Office restoring 125 miles of Texas coastline after Hurricane Harvey. During this project he coordinated with 8 different federal, state, and county agencies and completed the project on time while navigating numerous unexpected contingencies.

Mr. Kennedy has a B.A. in Political Science from Texas A&M University. He lives in Clifton, TX with his Wife, Kat, and their four children.

### Dan Strode, Program Manager (Forgen)

With over 16 years of on the ground experience in both disaster response/ recovery and international development, Mr. Strode is a proven professional and dedicated to responding to those in need. Mr. Strode is well-versed in coordinating pre-event planning with extensive knowledge of federal disaster and emergency response related programs, policies and operations, having worked on 13 major disaster responses, including international work for an earthquake in Nepal and Hurricane in Belize. Additional project experience includes housing design and construction using AutoCAD, professional training, emergency distribution, debris management, and demolition. Other experience includes business development and stakeholder relations including USAID, OFDA, UNDP, DFID, ECHO, IFRC and many other INGOs. Mr. Strode also has experience in establishing communications and working with municipal, FEMA, international government clients, and other stakeholders within the response command structure.

### George Little, Project Director (Forgen)

George serves as a Project Director for Forgen and is based in Sacramento, California. He has more than nine years of experience with slurry walls and geotechnical work. George's current duties as Project Director include coordination and supervision of various projects, development of project cost estimates, project cost tracking and control, scheduling of projects, and subcontracting.



### Mark Bush, Project Manager (DRC)

Mr. Bush is a Texas native who worked previously as Field Service Supervisor/Operations Coordinator for an oilfield services company specializing in water treatment. He served 6 years in the US Army as a Light Wheel Mechanic and also served as a Squad Leader with the 4th Brigade/4th Infantry Division. His prior experience has helped him hone his skills in personnel management, reliability and responsiveness, attention to detail and adaptability to change, and time management. Mr. Bush manages the daily logistical coordination of crews, heavy equipment, and support resources; work flow and future crew movement planning; and daily work site documentation. Additionally, he implements health and safety protocols to ensure that all work was completed safely. Following Hurricane Harvey, Mr. Bush served as the main point of contact to Harris County Engineering. He also worked closely with FDOT in the aftermath of Hurricane Michael. Mr. Bush went to Lamar University in Beaumont, TX.

### Sam Dancer, Field Supervisor and Project Manager (DRC)

After more than a decade in the military and law enforcement, Mr. Dancer became a Field Supervisor and Project Manager, handling contracts involving clean-up following Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill; and the Port Au Prince, Haiti earthquake.

More recently, he was involved in: St. Charles County and the City of Bridgeton tornado debris removal (MO); Tuscaloosa (ALDOT) residential demolition of tornado-damaged residences (AL); Terrebonne Parish (LA) and St. Louis Bayou (MS) Cleanout project; City of New Orleans Strategic Demolition for Economic Recovery project (LA); East Baton Rouge Parish wind storm damage (LA); Ascension Parish, Tangipahoa Parish (LA), and Houston (TX) flood damage; project manager for Hurricane Irma Largo.

### Lisa Garcia Walsh, Contracts Manager (DRC)

Ms. Garcia Walsh has overseen DRC's contracts since 2010. Her role is to maintain all contractual records and documentation, such as receipt and control of all contract correspondence. She is responsible for applying, renewing, and activating general contractor licenses nationwide as well as other authorizations and pre-qualifications. Additionally, she is responsible for invoicing, ticket reconciliation and coordination with subcontractors, municipalities and monitoring firms regarding accounting procedures. Ms. Garcia Walsh helps ensure data is collected and processed efficiently.

Ms. Garcia Walsh brings experience in data management operations following some of the largest debris generating natural disaster in recent history. She oversaw data collection and processing for state and federally funded projects. She assists with data management, invoice reconciliation, and project closeout.

Ms. Garcia Walsh has provided administrative assistance to DRC's management personnel on all major disasters since 2013. Prior to joining DRC, Ms. Garcia Walsh provided administrative assistance for emergency response projects involving FEMA protocol.

Please see résumés attached.





*DRC has policies in place to protect our employees and your community. DRC has successfully continued to provide disaster relief services during the unprecedented COVID-19 pandemic. In times of disaster, DRC adapts, moves forward, and strikes back.*




## EMPLOYMENT OF LOCAL & MINORITY CONTRACTORS

DRC maintains one of the industry's largest network of pre-screened and fully qualified subcontractors, including local and preferred vendors. DRC's subcontractors are evaluated extensively, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost.

The use of local resources is vitally important to a successful disaster recovery operation. DRC proudly promotes community involvement by working closely with local suppliers and vendors when the situation allows. DRC utilizes local vendors to the maximum extent possible to minimize load times, transportation costs, and schedule risk.

Because of its importance, we have developed a vast network of subcontractors that are uniquely qualified and meet all operational requirements envisioned under this RFP. DRC has access to more than 2,000 firms through our prequalified supplier database, including over 1,200 Small Business Firms. This database facilitates our ability to identify firms qualified for specific scopes of work and allows DRC to efficiently sort the firms by type of service and size of business.

Throughout its history, DRC has maintained strong relationships with local vendors and subcontractors. We pride ourselves on facilitating local involvement during recovery efforts and encourage local knowledge and experience. DRC has assembled a cadre of thousands of subcontractors which includes SBE, MBE, WBE, HUB Zone, 8(a), and VOSB (including Service-Disabled VOSB) contractors. DRC has established procedures nationally recognized in the area of community outreach as discussed below.

Proposed Subcontractors	
<p>Coleman Environmental Engineering, Inc. (DBE, SB, SDVOSB, DVBE) Lee Weisenberg 85 E Hwy 20, Upper Lake, CA 95485 (707) 275-9016</p>	
<p>LaborMax Staffing Forte' Cunningham 1660 N. Main St Longmont, CO 80501 (720) 340-4680</p>	
<p>Colorado Cleanup Corporation Chris Formanek 16 Inverness Place East Building D, Suite 100 Englewood, CO 80112 (303) 944-8875</p>	

DRC, along with our common and wholly owned affiliate, Forgen, proposes to self-perform at least 50% pf the contract.



### Local S/M/WBE Resource Program

DRC understands that primarily mobilizing staff and equipment from local subcontractors reduces mobilization times and reduces cost. While DRC maintains a current, active subcontractor list, Regional Managers reach out to local subcontractors and small, minority and women-owned business enterprises (S/M/WBE) by utilizing:

- 🌐 Governmental databases
- 🌐 Local, regional, and national SBE compliance departments
- 🌐 Client and vendor references
- 🌐 Direct mail community outreach
  - Information can be found by contacting: 888-721-4DRC or going on drcusa.com

Upon receipt of Notice of Award, DRC will make contact with local governments and SBE Resource offices to schedule an informational and technical assistance workshop for potential vendors and businesses. The workshops provides:


- 🌐 “Hands on” technical assistance to a variety of companies
- 🌐 Matches S/M/WBE contractors with other companies in order to strengthen their competitive position

DRC is committed to ensuring that local companies are made aware of all potential contracting and partnership opportunities.

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

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

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



**DRC**  
EMERGENCY SERVICES  
*Striking Back.*

DRC Emergency Services, LLC  
110 Veterans Memorial Boulevard, Suite 515  
Metairie, Louisiana 70005  
Phone: (888) 721-4372 Fax: (504) 482-2852

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

DRI/WBE: \_\_\_\_\_


Licensing/Certifications: \_\_\_\_\_

Equipment: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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www.drcusa.com

In the event of a disaster in the Jurisdiction and DRC Emergency Services is tasked with the Debris Removal and Disposal, the following equipment and licensing will be required:

**EQUIPMENT:**

- a) Hauling Equipment with bed capacity of greater than 30 CY and up to 100 CY is preferred. Self-loading equipment is also preferred, however, pieces of hauling equipment can be loaded with front loaders with grapples and buckets with grapples that are capable of loading hauling equipment. All equipment must meet DOT standards for on road travel. All hauling equipment must operate with rubber tires.
- b) Seventy Hour Emergency Path (short term use) – the above equipment applies, however, rubber tire front loaders, motor graders, telehandlers, backhoes, buckets with grapples can be used during the first 70 hours.
- c) Operation of the DMS sites (Debris Management Sites) – Backhoes, water dischargement trucks, grapple trucks, backhoes can be used for this operation.

**INSURANCE REQUIREMENTS:**

- a) General Liability - \$1,000,000.00 / \$1,000,000.00 Aggregate
- b) Workers Compensation - \$1,000,000.00 / \$1,000,000.00 / \$1,000,000.00

**DRC CERTIFICATION**

DRC Certificate not required; however, if you are DRC registered with the Jurisdiction, please send a copy of the certification by fax or mail to:

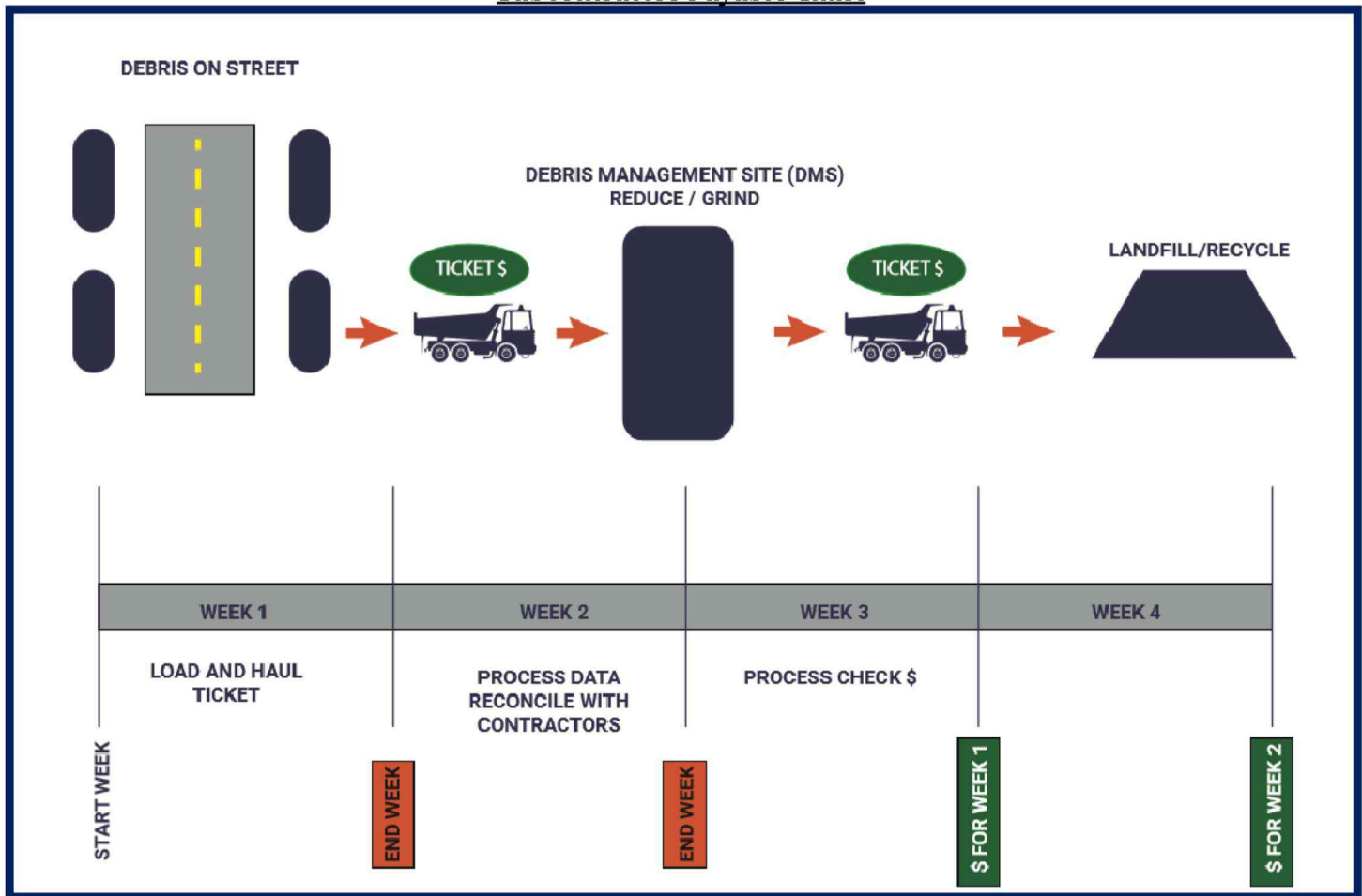
110 Veterans Memorial Boulevard, Suite 515  
Metairie, LA 70005  
FAX: (504) 482-2852



## Prompt Payment of S/M/WBEs

In addition to occasionally assisting S/M/WBEs with operating startup costs, DRC has a 20 plus year history of paying subcontractors on a weekly basis. This expedited payment policy is critical to small businesses as they may experience cash flow issues that can impact operations.

### Subcontractor Payable Chart



***"Our Mayor's Office, Councilmembers, my office, and other coordinating agencies took great comfort in the "on the ground" presence and access they had to DRC's team throughout this effort, and their commitment to the job until we fully addressed all the recovery needs of our residents was greatly appreciated."***

– Adam M. Smith, P.E., Chief of Wastewater Operations & Maintenance, City of Baton Rouge/Parish of East Baton Rouge's Department of Environmental Services

### AFFIRMATIVE ACTION/ EQUAL OPPORTUNITY POLICY

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

DRC recognizes the value of hiring a diverse group. Due to the nature of our work and the fact that we provide services worldwide, we find it necessary and advantageous to employ a number of persons from various countries who are of different races, religions and ethnic groups. In addition, we believe work force diversity may provide a significant market advantage.

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

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







## JOHN SULLIVAN

### PRESIDENT

111 Veterans Boulevard, Suite 401 • Metairie, LA 70005

(888) 721-4372 · [jsullivan@sullivaninterests.com](mailto:jsullivan@sullivaninterests.com)

### INTRODUCTION

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries.

With over 25 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process.

### EDUCATION

**Texas A&M University** – College Station, Texas

*Bachelor of Science – Construction Science*

### PROMINENT CERTIFICATIONS

FEMA IS-100.b	Introduction to Incident Command System, ICS-100
FEMA IS-100.pwb	Introduction to the Incident Command System
FEMA IS-200.b	ICS for Single Resources and Initial Action Incident

### OTHER CERTIFICATIONS

OSHA Safety Certification

USACE Contractor Quality Management

### NOTABLE PROJECTS

Hurricane Zeta — 2020  
Hurricane Delta — 2020  
Hurricane Sally — 2020  
Hurricane Laura — 2020  
Hurricane Isaias — 2020  
Hurricane Hanna — 2020  
Tropical Storm Imelda — 2019  
Hurricane Dorian — 2019  
Tropical Storm Barry — 2019

Hurricane Michael — 2018  
Hurricane Florence — 2018  
Hurricane Maria — 2017  
Hurricane Irma — 2017  
Hurricane Harvey — 2017  
Hurricane Matthew — 2016  
Louisiana Severe Storms and Flooding (DR-4277) — 2016  
Winter Storm Jonas — 2015  
Houston, TX Flood — 2015

### EXPERIENCE

**NYC Build It Back Program** – City of New York, NY

- Program/construction management for the reconstruction, rehabilitation and elevation of over 700 homes in Staten Island. CDBG-DR funded project for New York City restoring homes damaged by Hurricane Sandy.



**New York City Rapid Repairs Program – New York, NY**

- Repair of over 1,700 homes throughout the five boroughs of New York following Hurricane Sandy. All repairs performed in a four-month period and included mechanical, electric and plumbing.

**FEMA Galveston County Emergency Housing – Galveston County, TX**

- Involved the complete development of two former athletic fields into fully-functional manufactured home communities totaling 106 units. Both projects were completed in 28 days.

**USACE GIWW Willacy County Dredging – Harlingen, TX**

- Dredging of approximately 423,000 cubic yards of material in Gulf Intracoastal Waterway and disposal in designated USACE placement areas.

**Port of Harlingen Maintenance Dredging – Harlingen, TX**

- Maintenance dredging of Port of Harlingen dock facilities. Dredging of approximately 58,000 cubic yards of material and disposal in POH placement areas.

**Port of Galveston Maintenance Dredging – Galveston, TX**

- Annual contract for maintenance dredging of Port of Galveston dock areas and shipping channel. Dredging of approximately 70,000 cubic yards of material per dredging cycle.

**Port of Houston Maintenance Dredging – Houston, TX**

- Maintenance dredging of Bayport Wharf 3 facility. Dredging of approximately 53,000 cubic yards of material and disposal in POH placement areas.

**Galveston Pilots Association Dredging – Galveston, TX**

- Dredging of GPA facility to create proper draft for incoming vessels. The slips had not been dredged in over ten years, which allowed for a substantial amount of siltation. Over 10,000 cubic yards of material was removed to create 15-foot draft at vessel slips.

**Texas International Terminals Levee, Dredge & Bulkhead Construction – Galveston, TX**

- Creation of new placement areas, reconstruction & reinforcement of 25 acres of existing levees, dredging of over 150,000 cubic yards of material from facility basin and slips, repair and replacement of existing bulkheads, new fendering systems and dolphin installation.

**LBC Terminals Levee Construction & Dredging – Houston, TX**

- Creation of a new 10-acre dredge spoil placement area at Houston Ship Channel facility and dredging of 40,000 cubic yards of spoil material.

# Chris Shea

## President

### INDUSTRY TENURE

31 Years

### EDUCATION

Bachelor of Science - Chemistry,  
University of Arizona Tucson

### PROFESSIONAL SUMMARY

Chris is the President of Forgen where he is responsible for the overall management and strategic direction of the company including capturing new market segments, developing partnerships nationwide, and promoting Forgen's growth, expansion, and ultimate success. He has been in the environmental and remediation industry for 30 years and has extensive P&L experience. With a proven track record of driving innovation, increasing profitability, and sustaining organizational excellence in all market conditions, Chris has successfully built business units from the ground up as well as turned around faltering operations.

### TECHNICAL EXPERTISE

- Strategic Planning & Visioning
- Profit & Revenue Growth
- Global Operations Execution
- Restructuring & Turnaround
- Team Building & Leadership
- Business Modeling Portfolio
- Diversification & Optimization
- Risk & Crisis Management
- Organizational Effectiveness
- Business & Market Development
- Environmental Assessment, Design, and Construction
- Management Site Development/ Remediation Ecological Systems Planning/Restoration Integrated Waste Management Systems Engineering Environmental Infrastructure Development Biological Threat Reduction

### FORGEN PROJECT EXPERIENCE

#### ADDITIONAL PROJECT EXPERIENCE

CH2M Hill - 2006 - 2014

Earned a series of promotions during tenure with this \$6B global leader of engineering, consulting, and design.

President

August 2012 - January 2014

Milestones

Built a strong, profitable, and growing organization despite industry and economic challenges, and positioned the business group as the top-performing operation with the highest earnings and profits in the company.

Spearheaded and directed the acquisition of TERA Environmental Consultants, an environmental consulting business targeting the pipeline, power line, and oil and gas industries. Managed the nuances of business analysis, due diligence, deal negotiations, and integration, and effectively navigated the risk points and ensured success.

Drove gross revenue to \$1.248 in 2013, \$1.458 forecasted in 2014, and \$1.768 anticipated in 2015.

Strategized and executed an oil, gas, and chemical initiative that increased sales 26% between 2012 and 2014.

Led the consolidation and restructuring of the Nuclear group into the \$800M

## Chris Shea

### *Continued*

environmental business and proactively engaged and inspired teams (~3,000 associates) in establishing a cohesive, efficient organization with integrated sales, marketing, technology, and back-office operations. Reengineered the Business Groups' approach to international business and defined a new global strategy and footprint.

#### Senior Vice President

January 2010 - August 2012

##### Milestones

Created and launched the new organization from the ground up; selected/recruited the startup team and steered the operation's growth to 900 employees in the United States and Canada.

Skillfully and strategically diversified the environmental services portfolio to reach commercial markets (apart from government contracts) and ensure sustained profits in an ever-evolving industry and economy.

Delivered tangible financial improvements, grew revenue from \$200M to \$360M between 2010 and the end of 2012, successfully doubling profit during that time. These efforts became the cornerstone of E&N's strategy for sustained profitable growth and helped define E&N's internal brand as the most profitable and efficient market in CH2M Hill.

Built a culture that thrived on accountability and prioritized safety, quality of services, customer care, and risk mitigation by adopting a new management style and approach, and introducing risk-smart leadership tactics.

#### Vice President/Regional Business Group Manager/Director of Construction

May 2006 - January 2010

##### Milestones

Reorganized and consolidated two separate regions into a single, profitable business unit with 400-500 employees. Overhauled the management team, recruited top talent, and merged consulting and design functions to accelerate service delivery, enhance internal collaboration, and achieve maximum bottom-line impact.

Grew revenue \$150M to \$200M in 2 years by closing major contracts with Boeing, Nevada Energy, USEPA, U.S. Navy, and others.

Completely turned around an underperforming project and reversed issues related to over-budget and behind-schedule operations (and substantial risk to the company). The multiple-contract, multiple-stakeholder, \$100M initiative involved cleanup of 600+ contaminated sites at a former Naval shipyard and required extensive negotiations, interpersonal communication, restructuring, strategic planning, risk mitigation, and cost reductions, including a bankruptcy court settlement that led to \$6M payment.

#### ENVIRONCON, INC. - 2002 - 2006

Recruited by this \$140M environmental construction company to grow the small company into a mid-size organization.

#### Vice President, Business Development and Strategic Planning

##### Milestones

Provided leadership and insight that helped grow the company from \$20M to ...\$140M during tenure.

Developed business with Fortune 500 companies such as Alcoa, BP Amoco, ConocoPhillips, ExxonMobil, FMC, and Phelps Dodge and a long list of federal government agencies and organizations (including a 20% stake in a \$500M contract with USAGE).

Produced and executed compelling new business development strategies that enhanced company-wide bookings 50% and increased win rate from 25% to 29% in 12 months.



## Chris Shea

### *Continued*

Led the team to realize 100% of company revenue goals in 2005 despite 20% reduction in staff.

Built the Government Services division and dramatically improved the organization's visibility in the federal government (the firm was relatively unknown to government agencies in 2002) by penetrating new business with the DOE, DOD, and EPA markets.

#### IT CORPORATION - 2000 - 2002

Recruited to turn around faltering operations of the \$75M Western Region Commercial Construction business unit.

Vice President, Commercial Construction and Engineering, Western Region

#### Milestones

Turned around an underperforming division by inspiring and managing change at all organizational levels, including operations, technical practices, business development, and finance-guided division through Chapter 11 bankruptcy.

Introduced a highly disciplined, user-friendly project review program (in collaboration with the Project Control group) to improve performance analyses and enhance strategic planning, decision making, and problem solving processes.

Delivered 40% gross margins on a major construction project by serving as program manager on silent joint venture with Parsons for site-wide Stapleton Airport remediation contract.



## **KRISTY FUENTES**

### **VICE PRESIDENT OF COMPLIANCE AND ADMINISTRATION**

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### **INTRODUCTION**

Kristy Fuentes is the Vice President of Compliance and Administration for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in planning, program management, disaster response, demolition contracting and regulatory compliance.

Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the "Katrina Car and Vessel" contract and three massive demolition projects in the City of New Orleans. Following Hurricane Gustav, Ms. Fuentes managed nine major disaster-response contracts across southern Louisiana with a cumulative contract value of over thirty million dollars. In response to the BP MC 232 oil spill, Ms. Fuentes played a key role in the clean-up of lower Jefferson, Terrebonne and Plaquemines Parishes through the employment and management of hundreds of local residents and vessels.

Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, ensuring contractor compliance with Federal and State regulations.

Ms. Fuentes plays a key administrative role in every project DRC performs. In the wake of Hurricanes Michael and Florence in 2018 she directed 45 simultaneous contract activations while providing oversight of accounting, invoicing, ticket reconciliation and overall administrative management. Ms. Fuentes has provided this kind of oversight on all of DRC's projects since 2013.

### **EDUCATION**

**University of New Orleans – New Orleans, Louisiana**

*Marketing – 1993*

**Southeastern Louisiana University – Hammond, Louisiana**

*Marketing – 1992-1993*

### **PROMINENT CERTIFICATIONS**

Hazardous Waste Operations & Emergency Response – Initial

FEMA IS-100.b Introduction to Incident Command System, ICS-100

FEMA IS-100.pwb Introduction to the Incident Command System

FEMA IS-632.a Introduction to Debris Operations

FEMA IS-633 Debris Management Plan Development

FEMA IS-634 Introduction to FEMA's Public Assistance Program

FEMA IS-700 National Incident Management System (NIMS), An Introduction

FEMA IS-702.a NIMS Public Information Systems

### **OTHER CERTIFICATIONS**

FEMA IS-5.a

FEMA IS-29

FEMA IS-106.17

FEMA IS-241.b

FEMA IS-10.a

FEMA IS-37.17

FEMA IS-200.b

FEMA IS-244.b

FEMA IS-11.a

FEMA IS-42

FEMA IS-201

FEMA IS-315

FEMA IS-317	FEMA IS-547.a	FEMA IS-801	FEMA IS-906
FEMA IS-324.a	FEMA IS-706	FEMA IS-802	FEMA IS-907
FEMA IS-453	FEMA IS-775	FEMA IS-803	FEMA IS-909
FEMA IS-546.a	FEMA IS-800.b	FEMA IS-804	FEMA IS-2900

## **NOTABLE PROJECTS**

Hurricane Zeta — 2020	Winter Storm Jonas — 2015
Hurricane Delta — 2020	Houston, TX Flood -2015
Hurricane Sally — 2020	Winter Storm Pax — 2014
Hurricane Laura — 2020	Midwestern Tornado Outbreak — 2013
Hurricane Isaias — 2020	Super Storm Sandy — 2012
Hurricane Hanna — 2020	Hurricane Isaac — 2012
Tropical Storm Imelda — 2019	Hurricane Irene — 2011
Hurricane Dorian — 2019	BP Oil Spill — 2010
Tropical Storm Barry — 2019	Hurricane Gustav — 2008
Hurricane Michael — 2018	Hurricane Ike — 2008
Hurricane Florence — 2018	Hurricane Wilma — 2006
Hurricane Maria — 2017	Hurricane Rita — 2005
Hurricane Irma — 2017	Hurricane Ophelia — 2005
Hurricane Harvey — 2017	Hurricane Katrina — 2005
Hurricane Matthew -2016	Hurricane Dennis — 2005
Louisiana Severe Storms and Flooding (DR-4277) — 2016	

## **EXPERIENCE**

### **DRC Emergency Services, LLC — New Orleans, Louisiana**

#### ***Chief Executive Compliance Officer, October 2014-Present***

- Overall day-to-day responsibility for directing the DRC ES ethics, business conduct and government contracting compliance programs (“Programs”). Ensure that all executives and employees have ethics training on an annual basis and that the Code provides compliance guidance appropriate to the size and nature of DRC ES business.

#### ***Vice President of Business Development, 2013-Present***

- Management of DRC’s marketing, sales and communications functions, providing client relations and assistance in the areas of planning, program management, disaster response, demolition contracting and regulatory compliance

#### ***Regional Manager, 2005-2013***

- Management and oversight for all Louisiana projects since 2005, including Hurricanes Katrina, Gustav, Ike and Isaac recovery with state and local agency contracts.
- Specialty project management including “Katrina Vehicle and Vessel” recovery in the State of Louisiana for the Department of Environmental Quality, South Shore Harbor Vessel Removal, debris removal, marine debris removal and demolition programs in four parishes, including asbestos removal
- Managed contract and government relations in major disasters throughout the United States including but not limited to the Alabama tornados, Hurricane Irene in Maryland and New York, Hurricane Sandy, Ice Storm recovery in North and South Carolina
- Coordination of multi-million-dollar shipment of all necessary materials and supplies to Haiti to erect a 350-man workforce housing facility in support of a US State Department work camp

### **Lash Homes, Inc. — Chalmette, Louisiana**

#### ***Project Management, 1998-2004***

- Managed material, machinery and people for construction projects throughout New Orleans
- Ensured the safety of the employees
- Responsible for timely completion of projects

### **Casey, Babin and Casey — New Orleans, Louisiana**

#### ***Real Estate Closing Coordinator, 1998-2004***

- Arranged and managed documents for the legal proceedings containing real estate transactions
- Scheduled and orchestrated multiple real estate transactions daily





## **JOE NEWMAN**

### **VICE PRESIDENT OF OPERATIONS**

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(888) 721-4372 • [jnewman@drcusa.com](mailto:jnewman@drcusa.com)

### **INTRODUCTION**

With more than 17 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Michael, Florence, Irma, Harvey, Maria, and Matthew. During the activation of Hurricane Michael, Mr. Newman and his crew managed 27 debris management sites and removed and disposed of approximately 5,702,004 cubic yards of debris. In 2018 in response to Hurricane Florence, Mr. Newman and his team managed 18 debris management sites and picked up approximately 2,500,000 cubic yards of debris.

Through the years, he has had many roles including heavy equipment operation, planning and coordination of construction process, securing permits and licenses, delivery of materials and equipment, FEMA compliance, coordinating and operating with municipality officials, and estimating for contracts.

As a Project Manager, Mr. Newman is responsible for maintaining business relationships and providing hands-on participation and incident command in response and recovery operations. Mr. Newman provides operational oversight in order to measure progress and adjust processes to ensure the success of the project. Mr. Newman works closely with management personnel to maintain efficient team structure during an activation.

Mr. Newman's past includes the coordination of debris removal projects for Hurricanes Isabel, Katrina, Ike, and Dennis. Previously, while activated for Hurricane Ike, Mr. Newman oversaw the collection, processing, and recycling/disposal of over 1,000,000 cubic yards of debris. Mr. Newman plays a role in every major activation providing overall project management and operational oversight.

### **EDUCATION**

**United States Army**

***Army Ranger – 1995-2000***

### **PROMINENT CERTIFICATIONS**

Hazardous Waste Operations & Emergency Response – Initial

FEMA IS-100.b Introduction to Incident Command System, ICS-100

FEMA IS-00632.a Introduction to Debris Operations

FEMA IS-702.a NIMS Public Information Systems

### **OTHER CERTIFICATIONS**

FEMA IS-33.17

FEMA IS-100.pwb

FEMA IS-35.17

FEMA IS-2900

### **NOTABLE PROJECTS**

Hurricane Zeta — 2020

Hurricane Delta — 2020

Hurricane Sally — 2020

Hurricane Laura — 2020

Hurricane Isaias — 2020

Hurricane Hana — 2020

Tropical Storm Imelda — 2019

Hurricane Dorian — 2019

Tropical Storm Barry—2019  
Hurricane Michael—2018  
Hurricane Florence—2018  
Hurricane Maria—2017  
Hurricane Irma—2017  
Hurricane Harvey—2017  
Hurricane Matthew—2016  
Louisiana Severe Storms and Flooding (DR-4277)—2016

Houston, TX Flood—2015  
Tornado Outbreak—2011  
Hurricane Gustav—2008  
Missouri Ice Storm—2007  
New York Ice Storm—2006  
Hurricane Katrina—2005  
Hurricane Dennis—2005

## **EXPERIENCE**

**DRC Emergency Services, LLC—New Orleans, Louisiana**  
***Vice President of Operations—March 2017—Present***  
***Program Manager—2003—March 2017***

- On-ground execution of projects
- Crew oversight
- Schedule adherence
- Resource utilization
- Qualify/safety and regulatory compliance

## **United States Army**

***Army Ranger—1995-2000***

- Ranger Indoctrination Program (RIP)
- Primary Leadership Development Course (PLDC)
- Airborne School



## **MARK STAFFORD**

### **VICE PRESIDENT OF RESPONSE AND RECOVERY**

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### **INTRODUCTION**

Having performed a major role in most every major catastrophe in the last two decades, Mr. Stafford's vast experience is born from the development and operation of environmental service companies. In his many roles with DRC, Mr. Stafford has commanded positions as Chief Executive Officer, Chief of Operations to Director of Business Development and VP of Response and Recovery Operations. Mr. Stafford has priced, costed, and tracked hundreds of industry contracts. He has been personally responsible for the formulation of bids, tracking of productivity in cost metrics, and ultimate profitability of contract. Mr. Stafford has overseen and operated landfills, recycling operations and transportation companies exceeding \$200 million in annual revenues. He has managed teams of over 1,100 staff serving business, industry and municipalities.

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

### **EDUCATION**

**University of Southwest Louisiana** – Lafayette, Louisiana

*Bachelor of Science in Business Administration* – 1980

**Media Training School** – Dallas, Texas

**Advanced Management Program**

### **PROMINENT CERTIFICATIONS**

Hazardous Waste Operations & Emergency Response – Initial

FEMA IS-100.pwb Introduction to the Incident Command System

FEMA IS-200.b ICS for Single Resources and Initial Action Incident, ICS-200

FEMA IS-700.a National Incident Management System (NIMS), An Introduction

FEMA IS-702.a NIMS Public Information Systems

### **OTHER CERTIFICATIONS**

FEMA IS-5.a

FEMA IS-315

FEMA IS-706

FEMA IS-803

FEMA IS-11.a

FEMA IS-317

FEMA IS-775

FEMA IS-806

FEMA IS-33.17

FEMA IS-546.a

FEMA IS-800.b

FEMA IS-906

FEMA IS-35.17

FEMA IS-547.a

FEMA IS-801

FEMA IS-907

FEMA IS-106.17

FEMIA IS-660

FEMA IS-802

FEMA IS-2900

### **NOTABLE PROJECTS**

Hurricane Zeta — 2020

Hurricane Delta — 2020

Hurricane Sally — 2020

Hurricane Laura — 2020

Hurricane Isaias — 2020

Hurricane Hanna — 2020

Tropical Storm Imelda — 2019

Hurricane Dorian — 2019

Tropical Storm Barry — 2019

Hurricane Michael — 2018

Hurricane Florence — 2018

Hurricane Maria — 2017



Hurricane Irma – 2017  
Hurricane Harvey – 2017  
Hurricane Matthew -2016  
Louisiana Severe Storms and Flooding (DR-4277) – 2016  
Winter Storm Jonas – 2015  
Houston, TX Flood -2015  
Winter Storm Pax – 2014  
Midwestern Tornado Outbreak – 2013  
Hurricane Isaac – 2012

Hurricane Irene – 2011  
BP Oil Spill – 2010  
Hurricane Gustav – 2008  
Hurricane Ike – 2008  
Hurricane Wilma – 2006  
Hurricane Rita – 2005  
Hurricane Ophelia – 2005  
Hurricane Katrina – 2005  
Hurricane Dennis – 2005

## **EXPERIENCE**

**DRC Emergency Services LLC – New Orleans, Louisiana**  
***Vice President of Response and Recovery, January 2016 – Present***  
***Chief Executive Officer, December 2013 – January 2016***  
***Director-Business Development, January 2013 – December 2013***  
***Partner and Chief Operating Officer, September 2005 – January 2013***

**Allied Waste Systems, Baton Rouge Louisiana**  
***District Manager, April 2002 – September 2005***

**DRC, INC. – Mobile, Alabama/New Orleans, Louisiana**  
***Regional Manager, April 2000 – April 2002***

- Negotiated and managed local/FEMA-funded government contracts; developed and produced RFPs. Provided technical assistance to government entities. Advised government on 44CFR issues. Represented local government in handling FEMA issues.
- Managed construction contracts in the Southern United States and Honduras.
- Managed marketing and operations for disaster recovery work. Conducted negotiations and hired subcontractors. Provided volume and cost estimates.
- Developed/managed incinerator projects, working closely with various political bodies.
- Provided environmental consulting services for government and private industry.
- Responsible for business development. Produced business models.
- Negotiated with USAID relating to multiple construction contracts in Honduras to resolve contract disputes.
- Gained the aid of U.S. embassy on behalf of company.
- Designed company's marketing program.

**Waste Management, Inc. – New Orleans, Louisiana**  
***Division President/General Manager, August 1996-February 2000***

**Waste Management, Inc. - Baton Rouge and South Louisiana Division – Baton Rouge, Louisiana**  
***District Manager, July 1995-August 1996***

- In final (New Orleans) assignment, held responsibility for commercial, residential, South Louisiana, and transfer divisions, with five satellite operations and a total of 500 personnel and 200+ vehicles serving 470,000 residences and 5000+ commercial and industrial accounts.
- Directed a \$70 million operation, with responsibility for profitability as well as administrative and financial structure and accountability; allocation of assets; financial projections and results; and other financial matters detailed previously for an operation providing a full array of environmental services, from industrial waste transportation and disposal to hospital and commercial waste collection and transportation to street sweeping services and disposal of municipal waste to leasing of modular offshore buildings.
- Structured five-year profit enhancement plan establishing goals for commercial revenue growth, price increases, incentive-based productivity improvement (focus on target marketing and productivity increases), long-term fixed vendor pricing, and requirements for R.O.I. analysis on capital purchases, minimum return requirements, and conversion to incentive-based compensation to limit annual wage increases.

- Oversaw sales and marketing efforts as well as daily operations and equipment maintenance; approved marketing plans; formulated and approved major bids/requests for proposals. Formulated and approved contract operating plans, acquisitions and mergers. Hired and worked closely with department managers to develop budgets and identify areas of potential cost savings. Purchased capital equipment. Negotiated favorable vendor pricing, maintenance labor agreements and contracts.
- Taught seminars; conducted workout team training and Effective Supervision training (beginning and advanced) for supervisors and managers in two states. Served as facilitator for company-wide leadership development training.
- Participated in grievance hearings and occasional arbitration hearings.
- Established and maintained strong and lasting community, political, media and Teamster relationships. Initiated and authorized political activities and contributions. Lobbied state legislature on transportation and environmental issues; state and local officials to obtain municipal contracts. Participated in numerous public hearings statewide. Represented company before other public bodies and at political functions.

**Waste Management, Inc. - Commercial/Residential, New Orleans & St. Tammany Divisions – New Orleans, Louisiana**

***General Manager, February 1989-July 1995***

***Assistant General Manager, March 1988-February 1989***

**Waste Management, Inc. – Acadiana – Lafayette, Louisiana**

***Manager of Special Projects, January 1987-March 1988***

***Sales Manager, September 1985-January 1987***

**Camel Industries – Lafayette, Louisiana**

***Co-founder/Manager, December 1980-September 1985***

- Co-founded this commercial environmental services company. Built operation from its inception to \$3 million in annual sales volume before its 1985 sale to Waste Management.

# Matt Marks

## SVP, Geotechnical Division

### INDUSTRY TENURE

23 Years

### TRAININGS AND CERTIFICATIONS

OSHA 40 Hr HAZWOPER

OSHA 8 Hr HAZWOPER  
Refresher (Current)

OSHA 8 Hr HAZWOPER  
Supervisor

### EDUCATION

Bachelor of Science - Earth and  
Mineral Sciences, Pennsylvania  
State University

### PROFESSIONAL SUMMARY

Matt is the Senior Vice President of the Geotechnical Division for Forgen and is based in Sacramento, California. He has over two decades of experience in environmental and geotechnical construction including mine reclamation and major remediation projects in remote locations across the United States. Matt's responsibilities include project development, estimating, implementing quality control and site safety programs, client relations, and overall project management.

### TECHNICAL EXPERTISE

- Earthwork and Wetland Excavation
- In Situ Soil Mixing/Stabilization
- Hazardous Waste Remediation
- Wetland and Riparian Restoration
- Mine Reclamation
- Permeable Reactive Barriers (PRB)
- Slurry Wall Construction
- Biopolymer Slurry Trenching
- Jet Grouting and Permeation Grouting

### FORGEN PROJECT EXPERIENCE

#### North Area Streams Levee Improvement, Sacramento, CA

The project site was located in Sacramento, California, along approximately a 0.42 mile portion of NEMDC East Levee from El Camino Avenue to the confluence of the Arcade Creek, and 1.9 mile portion of Arcade Creek from the confluence of the NEMDC and Marysville Boulevard. This project included installation of 12 relief wells along the concrete-lined drainage channel at the City of Sacramento Sump Station No. 158. Additional relief wells were also installed along the alignment of the 66 inch Sacramento Regional County Sanitation District (SRCSD) sewer main, adjacent to Sump Station 103 and 159, which include discharge piping to convey the collected seepage water from the location of the well to the sump station. The project entailed excavating 175,817 cy of levee embankment, and 45,7148 cy of borrow site material, blended at one of four of the client-supplied staging areas, and placing at the levee in order to allow the installation of cutoff wall and other levee improvements. A total of 191,968 sf of slag-cement-cement-bentonite (SCCB) cutoff wall was constructed under a low hanging bridge, through roadways and a combination of utilities, which had to be protected in place, that ranged from active high pressure PG&E gas lines, 30 inch pressurized waterlines, AT&T fiber optic lines, and a 66 inch sewer main. SCCB cutoff wall excavation was completed using a combination of excavators; the Komatsu PC450 or PC400, which was equipped with a custom boom and stick to enable the machine to



## **Matt Marks**

### *Continued*

excavate to a maximum contract depth of 39 ft from the toe or crown of the levee. The SCCB cutoff wall had a maximum hydraulic conductivity of  $5 \times 10^{-7}$  cm/sec with a maximum unconfined compressive strength between 50 and 200 psi. Additionally, 211,245 sf of soil-bentonite (SB) cutoff wall was constructed from the levee crown that met a maximum hydraulic conductivity of  $5 \times 10^{-7}$  cm/sec. Further levee improvements consisted of 10,154 tons of 1x5 COE blend riprap placed on designed sections of the levee slope, the removal and reinstallation of three sump structures and one gate riser structure that contained a total of ten pipe modifications ranging from 12 inches to 54 inches, five RCP structure modifications, and an 8 inch City potable water line.

#### **Toms River Former MGP Remediation, Toms River, NJ**

Forgen provided remediation services for the Toms River former MGP site in New Jersey. This project involved the excavation of 27,300 cubic yards of MGP-impacted soils, in situ solidification (ISS) of 44,000 cubic yards of shallow areas (-10 to -15 feet) soil impacted by non-aqueous phase liquid (NAPL), ISS of 42,000 cubic yards of deep areas (-16 to -41 feet) soil impacted by NAPL, and disposal of 43,800 tons of MGP-impacted soils. Additional scope of work included on-site water treatment (treating over 12,000,000 gallons of impacted ground waters), installation of steel sheet piling, site dewatering, demolition of an office building/warehouse, asbestos abatement, odor and dust control, and asphalt/concrete restoration. Forgen performed the ISS using three different types of drill rigs, Delmag RH28, Delmag RHV40, and Manitowoc 888 with Hain platform, utilizing 6-foot, 8-foot, 9-foot, and 10-foot diameter augers.

#### **South River Pump Station, Clarksburg, CA**

This project involved the construction of a new 200-year flood protection levee and raised all-weather access roads around the existing pump station. Analysis of levees surrounding the City of West Sacramento basin had suggested that the South River Pump Station required an increased level of flood protection. The new levee is 22 ft high, approximately 5,000 ft long, and required approximately 400,000 cy of levee borrow material. Scope of work included construction of an earthen ring levee and access road, embankment degrade, borrow site excavation, soil cement grouting, relief well system, relocating underground electrical and communication, street lighting modifications, relocating entrance gate, chain link fencing, drainage improvements, concrete lined ditches, and erosion control.

#### **Klamathon Fire Debris Removal, Siskiyou County, CA**

After the wildfire in Siskiyou County, California was contained on July 21, 2018, Forgen was contracted to remove burn ash, recyclable metals, concrete, and over excavated soil from burned building areas, and provided related support services such as dust control, soil and ash sampling, installation of erosion control, community air monitoring, and the removal of hazard trees. An initial mobilization of five crews was required within the first 48 hours and up to

10 crews were used at any given time. Crews worked in Level C personal protective equipment (PPE) and completed an average of one lot per two shifts. Every employee had OSHA 40 hour HAZWOPER training, received a physical exam, and was fit tested for a respirator prior to coming to the site. Residential burn area material quantities included 170 tons of burn ash, 10 tons of recyclable steel, 30 tons of recyclable concrete, and 80 tons of overexcavated soil. Scope of work also included asbestos abatement and chimney removal.

#### **Chemical Plant Remediation, Ogden, UT**

This project included construction of a 10,000 lf subsurface barrier wall, dike, working pad, and access road around multiple wastewater evaporation ponds in order to satisfy requirements of the RCRA corrective action process for the State of Utah. The workpad was stabilized by soil-cement mixing 30 percent of the subsurface soils to a maximum depth of 5 ft using a cutter wheel. Grout mix design proportions had to be continually monitored and adjusted when necessary to account for soil contaminants, which affected the unconfined

## **Matt Marks**

### *Continued*

compressive strength of the in situ soilcrete mixture. The project also included accommodation of existing underground utilities which required coordination not to avoid service interruption for more than three hours.

#### **Arcata Levee Repair, Arcata, CA**

Our team repaired two levees damaged by strong winds, heavy rain and tidal surges during winter storms in late 2005 and early 2006. Work involved removing existing concrete and asphalt debris on the faces of the levees, excavating unsuitable levee material and replacing rock armor slope protection. The repairs were necessary to ensure the continued operation of the wastewater treatment plant and protect public health and the environment of the lake and Humboldt Bay.

#### **Mare Island Naval Shipyard Remediation, Vallejo, CA**

Forgen was contracted to complete a series of remedial construction tasks at the former Mare Island Naval Base starting in the summer of 2010. These projects included the remediation of hazardous waste at a 4-acre site known as the Crane Test Area (CTA), removal of an underground storage tank from within Building 84, and construction of a subsurface Permeable Reactive Barrier (PRB) for treatment of groundwater.

#### **Hamilton Wetlands Shaping, Novato, CA**

Located at the former Hamilton Air Force Base, this project consisted of grading and constructing 120 acres of the North Seasonal Wetlands (NSW) and 40 acres of Wildlife Corridor (WLC) to serve as a transition between the North and South Seasonal Wetlands (SSW). Forgen used CAT Challenger scrapers and low ground pressure (LGP) dozers to transport and grade 400,000 cubic yards of material across the site. Due to differing soil conditions and quantities, Forgen worked with the design engineer to re-design 30 acres, ultimately achieving a cut/fill balanced project. Other work included development of the subgrade for a portion of the Bay Trail and installation of two water control structures that will control water levels across the constructed wetlands. Future work will include shaping approximately 80 acres of the South Seasonal Wetland and Tidal Panne, and ultimately breaching the outboard levee to create a terraced, tidally influenced wetland consisting of tidal wetlands, seasonal wetlands, and upland areas.

#### **Wickes Forest Industries Site, Elmira, WY**

Department of Toxic Substances Control, Wickes Site Remediation, Elmira, California. Working under contract for the DTSC, Forgen completed the remediation of the Wickes Forest Industries facility. More than 1,558 tons of arsenic, chromium, and copper contaminated soil were removed from inside the building. Remaining concrete pads were demolished and found to be highly contaminated requiring disposal as RCRA debris requiring encapsulation. Excavations were backfilled with clean soil, compacted, and capped with aggregate base per the Operations and Maintenance Plan. All work was completed safely and without complaint from the surrounding community.

#### **Red Dog Mine Tailings Dam Raise, Red Dog Mine, AK**

#### **Alameda Creek South Levee Soil-Bentonite Cutoff Wall Construction, Fremont, CA**

Our team constructed a 2,100 lf soil-bentonite cutoff wall to a depth of 79 ft within the Alameda Creek South Levee in Fremont, California. The slurry wall, with a maximum permeability of  $5 \times 10^{-6}$  cm/sec, was installed to enhance the stability of the levee, prevent seepage through or beneath the levee in high water events, and hydraulically isolate the wetlands from the stream channel. We constructed the cutoff wall using a PC1250 excavator capable of reaching depths up to 85 ft.



## **Matt Marks**

### *Continued*

#### **West Sacramento Levee Improvement Program: The Rivers Phase 1, Sacramento, CA**

West Sacramento Levee Improvement Program - The Rivers Phase 1 - West Sacramento, California.

Construction of a soil cement-bentonite cut-off wall along 2,950 linear feet of Sacramento River levee in West Sacramento, California. The wall had a surface area of approximately 372,000 square feet and was constructed to depths between 90 - 135 feet, a deep soil mixing method utilizing a multi-flight auger system. Preparatory work included demolition, clearing, grubbing and stripping of the 10-acre work area and degrading of the levee by 66,868 cubic yards to facilitate cutoff wall construction. Once the wall was installed, the levee embankment was rebuilt with 50,399 CY of suitable fill. Additional work included flattening the levee slopes and construction of other levee features including: a paved patrol road, river overlook, a paved bicycle path, an aggregate maintenance road, and several access ramps.

#### **West Sacramento Levee Improvement Program, CHP Academy, West Sacramento, CA**

#### **Cullinan Ranch Phase 2 Wetland Restoration, Vallejo, CA**

#### **Sellars Brothers Former Radiator Shop Site Remediation, Burney, CA**

DTSC Sellars Brothers Former Radiator Shop Remediation - Burney, California. Forgen performed this project under contract with the California DTSC. The objective was to remediate the Sellars Brothers site located in Burney, California. A former radiator repair shop, the property was impacted with lead. A total of 727 tons of soil were excavated, stockpiled, and disposed of off-site as California Hazardous Waste. Work was performed in level C personal protective equipment (PPE). Clean backfill was imported, placed, and compacted in accordance with project specifications. Slot trenching and hand digging were utilized near the adjacent property owner's buildings, fencing, and electrical utility lines to limit the potential for structural damage. All work was conducted safely, on schedule, and within budget with no negative feedback from the community or regulators.

#### **Upper Northwest Interceptor Sections 1 and 2 Ground Improvements, Sacramento, CA**

Upper NW Interceptor Sections 1 and 2 - Ground Improvements - Sacramento, California. The Upper Northwest Interceptor Ground Improvement Project included in-situ stabilization of approximately 650 CY of soil. Forgen was contracted by the Sacramento Regional County Sanitation District (SRCSD) to remediate sinkholes which had formed during the micro-tunneling installation of a 12 ft. diameter sewer line. Forgen developed a mix design that was to achieve a minimum of 20 psi in 28 days with a minimum 90% core recovery. All deep soil mixing was performed within 1 ft. of live underground utilities including a pressurized 36 inch water line and a 12 ft. diameter sewer line. Work was completed within a strict environmentally sensitive work window / location ahead of schedule and under budget.

#### **McClellan Air Force Base Remediation, Sacramento, CA**

Forgen teamed with URS Corporation on a design-build Performance Based Remediation (PBR) contract at the former McClellan Air Force Base located in Sacramento, California. In an ongoing effort to remediate and ultimately develop McClellan AFB, the Air Force contracted the URS/Forgen team to construct a 360,000 cubic yard landfill cell called a consolidation unit (CU) and cap/close multiple former trash disposal pits. Working with multiple stakeholders and regulatory agencies under tight schedule constraints, URS and Forgen completed the design and construction of the consolidation unit within one calendar year. This accelerated completion allowed URS to cover the bottom of the landfill with select, compacted waste and cover with 20 mil tarps. Completing this material placement prior to the rainy season minimized the required leachate management and allowed captured water to be treated as stormwater.



#### **Pine Flat Dam Slope Failure Mitigation, Sanger, CA**

Field investigation and inspections concurred with the USACE findings on continued movements of the Main Landslide and the need for emergency mitigation to remove the slump debris from blockage of Adit No.2 and reduce potential hazard to the KRCD powerhouse facility downslope of the dam

#### **Folsom Outfall Erosion Repair, Folsom, CA**

This project was originally scoped within another project (Folsom Pier II & III), to install a small culvert that would divert the flow of water from Folsom Crossings Road to a culvert leading to the American River just below the Folsom Dam. As time passed, an unexpected amount of erosion took place and uncovered that this work needed much more than just a corrugated metal pipe to control and divert this flow adequately. The U.S. Army Corps of Engineers (USACE) employed RDA and Forgen to design-build this project which included the installation of a 30 ft tall manhole structure. This structure connected from the storm drain on Folsom Crossing to a culvert located approximately 300 ft from the Folsom Crossing Road slope repair which included concrete reinforcement to withstand the weight of the concrete culvert. As a final step, Forgen rebuilt the slope to meet the original slope of the hill side.

#### **Santa Ana River Levee Improvement, Huntington Beach, CA**

The Santa Ana Levee Improvement Project included in-situ stabilization of approximately 11,000 CY of soil. Forgen was contracted by the Orange County Sanitation District (OCSD) to repair the levees which were damaged under a separate contract to install a micro tunnel. Forgen developed a mix design that achieved a minimum of 250 psi in 28 days with a minimum 85% core recovery. All deep soil mixing was performed within 1 ft of the micro-tunnel utilizing a 6 ft auger. Other portions of work included: 5000 cubic yards of Jet Grouting, 699 compaction grout holes to stabilize material in the site utility corridor, 600 LF of cofferdam to create work area in the Santa Ana River, installation of a 1200 gpm dewatering and treatment system to dewater the work area.

#### **Red Dog Mine - Main Tailings Dam Raise Stage IX Slurry Wall, Red Dog Mine, AK**

Red Dog Mine Raise Main Tailings Dam Stage IX Slurry Wall - Red Dog Mine, AK. The project involved the construction of an 18,000 sf soil-attapulgitic slurry wall along the wing wall of the main tailings dam. The slurry wall was keyed into a layer of moderately weathered bedrock at a depth of up to 33 feet below the work pad surface. The soil-attapulgitic backfill was blended with dry kaolin clay to meet a minimum permeability of  $1 \times 10^{-7}$  cm/sec. The top 2 feet of the wall was capped with a soil-slag-cement backfill which also served as an anchor trench for a 100 mil HDPE liner for the continuing dam raise project. Red Dog Mine is located in northern Alaska, approximately 90 miles north of the Arctic Circle.

#### **Mobile Smelting Site Remediation, Kern County, CA**

#### **Potrero MGP In Situ Stabilization Pilot, San Francisco, CA**

This work was a subsequent phase of the work Forgen performed at this former MGP site in 2010. The objective of the project was to evaluate the feasibility and effectiveness of performing In-Situ Stabilization (ISS) to treat MGP byproduct impacted soils in the site subgrade including Polyaromatic Hydrocarbons (PAH) and Dense Non-Aqueous Phase Liquids (DNAPL) between the ground surface and underlying Bay Muds. The results of the pilot demonstration would provide critical treatability data and operational project delivery knowledge that will guide the development and implementation of the final Remedial Action Work Plan. Forgen was contracted to perform the pilot drilling and in-situ stabilization activities. The work scope included drilling 13 separate ISS columns in two discrete treatment areas, using mixing augers ranging from 4 to 8 feet in diameter in order to evaluate their effectiveness in a fairly debris obstructed subgrade.

#### **Sears Point Restoration Phase 2, Sonoma County, CA**

Sears Point Wetlands Restoration Phase II - Petaluma, CA. The purpose of this project was to restore existing farmland at the North West corner of San Pablo bay back into the tidal marshland it once was. Forgen constructed

a new 2.5 miles tidal levee which is 15' high by 60' wide across the top of levee, dug 6 miles of 240' wide x 5' deep tidal channels, and built 500 Marsh Mounds that are 60' wide x 5' high. In total nearly 1,000,000 CY of Earth was moved within Forgen's scope of work. Forgen was responsible for the construction of two new pump stations designed to help with future flood control issues within the area and protect the existing rail road line and newly constructed levee. This site will be open to the public which is why Forgen also constructed new access trails and roads leading to the site.

#### **Whistlestop Lagoon Levee Repair, Monterey County, WY**

#### **Prado Dam Dike Flood Protection Phase 2, Corona, CA**

The purpose of this project was to create a 1.25 mile levee around a low lying area in the Inland Valley of Southern California. The project consisted of excavating 700,000 cubic yards of decomposed granite and clay in order to construct the levee. The project also included the import and placement of 25,000 tons of 15" rip rap, the import and placement of 20,000 tons of aggregate base, the construction of a 5,000 lineal foot concrete v-ditch, and the construction of two 8'x6' concrete box culverts. The project was constructed in 12 months under the engineering and supervision of the United States Army Corps of Engineers, costing \$16M.

#### **Sears Point Restoration Phase 3, Sonoma County, CA**

The final phase of the Sears Point Wetland Restoration included breaching of an existing outboard levee along San Pablo Bay and Tolay Creek with the project objective to reestablish aquatic habitats and hydrologic connections including restoration of tidal wetlands in San Pablo Bay for the benefit of the larger San Francisco Bay estuary system. Team members lowered 7,000 feet an existing outboard levee along San Pablo Bay and Tolay Creek between existing elevations between 10 to 11 feet NAVD to 6.5 to 7.5 feet NAVD (approximately MHHW); hydraulic dredging of 11,500 CY of pilot channel and 45,600 CY of the tidal marshland leading up to the Midshipman Breach (otherwise designated as Breach 1). The project objectives further required a second breach along existing outboard levee that required unique phasing of the project including isolation of land based excavation equipment to complete the construction at Dickson Breach (otherwise designated as Breach 2). Breach 1 required excavation of 10,200 CY and Breach required excavation of 15,200 CY both of which were completed using long reach excavators and tracked trucks to relocate excavated sediment to the inboard side of the levee. A major milestone to the contract included a pre-scheduled private ceremony with elected officials, private interest groups, and funding partners to witness the breach at Breach 1. Team members met this milestone date and performed excavation of the breach at the time of viewing for several hundred of viewing participants which was later broadcasted to the public. This highly visibly project restored 955 acres of tidal marsh, enhancement of seasonal wetlands and grasslands across 1,300 acres of diked agricultural baylands and uplands, and increased public access.

#### **Montezuma Wetlands Project, Birds Landing, CA**

The Montezuma Wetlands project included construction of three levees for future use as dredge sediment placement cells. Over 137,000 cubic yards of alluvial soils were segregated and hauled from the on-site borrow source to each levee. Challenges included hauling and construction of embankments on peat soils and constructing one levee with over 80 settlement monuments within the embankment. Additionally, a raised embankment was constructed using a combination of peat, sand, and alluvial soils for future use as Least Tern habitat.

#### **Tempe Town Lake Replacement Dam, Tempe, AZ**

Construction of 880 LF of reinforced concrete Scour Wall using slurry techniques and open trench excavation and construction of 45,000 SF of Cement-Bentonite cutoff walls for the foundation of the Tempe Town Lake Replacement Dam. The project also included 380 LF of shear key installation for the North and South abutment walls

#### **Sherman Island Whale's Mouth Wetland Restoration, Rio Vista, CA**



The project consisted of creating 650 acres of permanent managed wetland units with earthen compacted berms by excavating swales and potholes. An existing scour pond was filled in with imported fill material. Other project phases of work consisted of the construction of an aggregate base road, installation of water control siphon structures, excavating a perimeter ditch encompassing the new wetland area, and planting new native vegetation on upland areas.

#### **Wind Complex Fire Debris Removal, Yuba County, Nevada County, Butte County, CA**

The Department of Resources Recycling and Recovery (CalRecycle) was tasked by the California Department of Emergency Services (CalOES) to manage and coordinate a debris removal project in Butte, Nevada and Yuba Counties to remove fire debris material from residential structures destroyed by the Wind Complex Fires. Twenty five crews, each crew comprised of 4 employees, successfully removed all burned debris, contaminated soils, and green waste from 254 properties in 27 working days.

#### **Marysville Ring Levee Phase 2A North, Marysville, CA**

The Marysville Ring Levee (MRL) Phase 2A North project is to strengthen the levee by means of the seepage cutoff wall on the riverside toe of the levee, backfill excavated levee slope with materials as show in the project plans. The cutoff wall is approximately 1200 lineal feet (LF) and starts near station 195+68 (north of 5th Street bridge) and ends near station 208+11. The 5th Street Bridge area of the levee will not need cutoff wall since the landside berm provides sufficient seepage control per geotechnical analysis.

#### **Habitat Area 2 Remedial Action Campus Bay Site, Richmond, CA**

This project consisted of remedial action on approximately 9.2 acres of lagoon and habitat area. 6.0 acres comprise of two lagoons that were excavated, and capped with geotextile and 1' of imported sand. The surrounding 3.2 acres of habitat area required multiple construction phases, which included removal and reconstruction of berms separating the lagoons and East Stege Marsh, excavation and backfill of upland areas, installation and removal of temporary sheet piles, in-situ soil treatment of lower lagoon sediment, and installation of stormwater improvements.

#### **Pawnee Pond L Cap Replacement, Fort Morgan, CO**

Cap Replacement Project: The original PVC cover was compromised in several locations, resulting in multiple sinkholes forming across the cover system. The existing sink holes were remediated by sand in-fill from an onsite borrow source. Following remediation, a surcharge layer was installed on top of the existing cover system up to the final design grades. A geosynthetic cover system consisting of 40 Mil LLDPE, Closure Turf, and sand/ riprap ballast was installed on a compacted surcharge layer. Project was completed with no injuries, no recordables, and no non-conformance reports.

### **ADDITIONAL PROJECT EXPERIENCE**





## TONY FURR

### DIRECTOR OF TECHNICAL ASSISTANCE AND TRAINING

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### **INTRODUCTION**

Mr. Furr was the Region VI Debris Subject Matter Expert (SME) from 2013 – 2021 for FEMA and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer for over 100 federally declared disasters and emergencies. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

Mr. Furr was directly involved in the FEMA Public Assistance (PA) grant program since 2005 (Hurricane Katrina and Rita) through 2020 COVID-19 events, including Hurricane Ike and Hurricane Harvey. Mr. Furr's knowledge and experience of the FEMA PA program is invaluable to both DRC Emergency Services, and all clients while navigating the FEMA Disaster grants programs. Mr. Furr is also a FEMA trainer for Grants Management and Debris Management. He has delivered the Debris Management training at the National Hurricane Conference, the Texas Emergency Managers Conference, the Oklahoma Emergency Managers Conference and presided over the round table workshops hosted by the Disaster Recovery Contractors Association (DRCA) in FEMA Region VI.

Tony Furr is one of the most knowledgeable people working in the debris management business with firsthand field experience managing major disasters and PA grants.

### **EDUCATION**

**Mitchell Community College** – Statesville, North Carolina

*Technical or Occupational Certificate in Engineering*– 2002

**Stanley Community College**– Albemarle, North Carolina

*Technical or Occupational Certificate*– 1980

### **TRAINING**

E0193 Certified Appeal Analyst

ICS-100 Introduction to Incident Command System

ICS-200 ICS for Single Resources and Initial Action Incidents

IS-24 Decision Making and Problem Solving

IS-632.a Introduction to Debris Operations

IS-634 Introduction to FEMA's Public Assistance Program

IS-800.b National Response Framework, an Introduction

IS-821 Critical Infrastructure and Key Resources Support

Annex

IS-00022 Are You Ready? An In-Depth Guide to Citizen Preparedness

IS-00230 Principles of Emergency Management

IS-00317 Introduction to Community Emergency Response Team

IS-00393.a Introduction to Hazard Mitigation

IS-00631 Public Assistance Operations I

IS-00632 Intro to Debris Operations in FEMA's Public Assistance Program

IS-00821 Critical Infrastructure and Key Resources Support Annex

IS-1812 FEMA EEO Employee Course 2012

L-381 Project Specialist

L-480 Public Assistance Cost Estimation Format

Various field training, including CEF, Hazard Mitigation, PA Ops 1, PA Ops 2, Debris, and various others

Project Management (Certified Project Manager (CPM) URS Corporation

## **NOTABLE PROJECTS**

- Designed and implemented the Chambers County Audit Program (DR-1791-TX) as requested by the Office of Inspector General (OIG). Specific program elements included: research and analysis of OIG findings, guidance to the seven person FEMA/State Audit Team on the necessary steps and methodology of the audit process, interpretation of statutory regulation and policy, and communication and coordination between all stakeholders on the project progress and results
- At the request of Senior Management, designed and developed the current Region 6, Debris Management Plan (DMP) templates to aid the Grantee / Subgrantees in the development of their own comprehensive DMP
- Serving as Region 6 Debris Subject Matter Expert (SME), reviewing all applicant submitted Debris Management Plans
- Performed technical review of the City of Dayton's (subgrantee) second appeal for FEMA HQ and provide White Paper technical analysis of programmatic compliance
- Lead for OIG report response for Lamar University (DR-1606-TX) providing research and response to all OIG recommendations to senior leadership

## **EXPERIENCE**

### **DRC Emergency Services, LLC**

#### ***Director of Technical Assistance and Training, 2021-Present***

- Provide on-going education to DRC Personnel and Jurisdictions through trainings and workshops.
- Attend meetings with FEMA
- Consult with Clients to help identify and suggest equipment, products, or services they may need
- Perform a key role in project planning and identification of resources needed

### **Department of Homeland Security-Federal Emergency Management Agency (FEMA)**

#### ***Public Assistance Task Force Lead/Debris Task Force Lead, 2016-2021***

- Regional Debris Subject Matter Expert (SME)
- Manage United States Army Corps of Engineers (USACE) mission assignment (MA) for Federal Operational Support (FOS) for debris mission consisting of ten debris SMEs conducting field operations.
- Coordinate Debris Task Force consisting of State, Federal, and local agencies to promote an efficient and affective debris removal mission consisting of in excess of 5,000,000 cubic yards of debris across 26 Parishes.
- Liaison to Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) for debris issues.

### **Department of Homeland Security-Federal Emergency Management Agency (FEMA)**

#### ***Public Assistance Task Force Lead/DPAGS, 2015-2016***

- Manage, direct and supervise a staff of 20-30 personnel in the delivery of the PA program.
- Brief Senior Leadership on mission progress and hot issues.
- Coordinate with other Federal, State, and local entities to expedite the recovery efforts.
- Develop implement complex Missions Assignments for FOS assistance through the USACE.
- The ability to apply expert-level emergency management knowledge and skill to a broad range of recovery issues, many of which are complex, controversial, and precedent setting, and addressing matters concerning the regional application of FEMA's laws, regulations, and policies.
- Act as a spokesperson and/or expert at conferences, meetings, committees and working groups that propose, defend and/or criticize continuity and recovery criteria, in order to promote and maintain a proactive posture for the recovery program. Events such as the National Hurricane Conference, TDEM Annual Emergency Managers Conference, and the USACE Team Leader Conference.
- Certified EMI Trainer. Deliver EMI training and the development of specific training for complex or controversial projects.
- Certified Coach Evaluator.
- Certified appeals analysis providing policy decisions on substantive mission-oriented issues.
- Development and implementation of Emergency Management standards, regulations, and policy.
- Direct and review the work of subordinates by setting deadlines and completion dates and ensure project milestones were completed.
- Communicate with Grantee and sub-grantees for the resolution of complex and controversial issues.



- Educate FEMA personnel on program process, timelines, and eligibility.
- Participate in conducting on-site training for public assistance personnel to include full time and temporary hire personnel, local hires, and selected personnel for state, local and non –profit agencies.
- Assist the Environmental Officer and Historical Preservation Officer for all programs and activities having environmental and/or historical assessment or clearance requirements.

## **Department of Homeland Security-Federal Emergency Management Agency (FEMA)**

### ***Emergency Management Program Specialist, 2013-2015***

- FEMA Qualification System (FQS) titled Task Force Lead
- Certified Appeals Analyst (E0193 completed 09/20/2014)
- Region 6 Debris Subject Matter Expert (SME)
- Advisor to HQ on debris policies and issues
- Ability to provide supervision and management of subordinate employees in both region and disaster operations
- Ability to provide guidance interpretation to subordinate program specialists on statutory, regulatory and policy determinations to ensure consistent program implementation
- Ability to communicate effectively with Federal, State and local officials in an effort to expedite the recovery process
- Ability to work in coordination with the Federal Coordinating Officer (FCO) and other critical elements of the Joint Field Office (JFO) under stressful response and recovery operations
- Knowledge of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288 as amended, Title 44 Code of Federal Regulations (CFR), 2 CFR 200, FEMA related policies and guidance, and FEMA 9500 series policies
- Ability to perform analysis of complex programmatic challenges, interpret policies, and provide recommendations to management
- Ability to design and deliver regional training to State/Local stakeholders relating to PA program areas, e.g., Debris Operations, Debris Management Plans, Closeout procedures, and specific areas for the use of EMMIE
- Trained and proficient in Spend Plan tracking and the review of State Quarterly Reports prior to submission to senior management
- Assist in regional team development of Standard Operating Procedures (SOPs) for PA programs, e.g., Public Assistance Group Supervisor (PAGS) checklist, disaster transition plan template, PDA checklist
- Proficient in all areas of NEIMS and EMMIE from project formulation, through review queues, obligations, awards, and updating S5 reports for spend plan and non-spend events

### ***Infrastructure Branch Director***

#### ***2013 –2014***

- Successfully completed, closed Joint Field Office (JFO), and transitioned the events resulting from the explosion of the fertilizer plant in West, Texas back to Region 6
- Managed communications between State, Applicant, Senior Management, and local governmental officials
- Assisted State, Applicants, and Senior Leadership in procuring a mitigation waiver that would allow the construction of Safe Rooms for the damaged schools in West

### ***Task Force Lead***

#### ***2013 –2013***

- Supervision of 20 FEMA Reservist and USACE personnel in the debris operation resulting from DR-4117-OK
- Conducted successful debris operation with 1.5 million cubic yards (CYs) of storm debris with 95 percent completion within 6 months
- Private Property Debris Removal (PPDR) Operation with 1,300 property assessments and associated Demolitions of damaged structures
- Implementation of the first Public Assistance Alternative Procedures for Debris Removal program
- Represented FEMA PA in the Debris Task Force comprised of State, FEMA senior leadership, and other Federal agencies



- Acted as interim Public Assistance Group Supervisor (PAGS) to Infrastructure Branch Director

### ***Emergency Management Program Specialist***

***2010 –2013***

- Managed and coordinated with Subgrantees to complete complex projects in a timely manner, administered amendment requests, coordinated additional damage assessments and determinations while providing consistent and uniform statutory regulations, policy guidance and eligibility determinations to manage programmatic expectations
- Administration of Grantee / Subgrantees Appeal requests requires investigative skills, extensive knowledge, and the uniform interpretation of the Robert T. Stafford Act, Title 44 Code of Federal Regulations, PA policies and guidance, FEMA 9500 Series Policies, and the FEMA Appeals database. Additionally, this position requires the consistent application of these policies and the ability to communicate the Appeal determinations, in writing to the Grantee
- Administration of Grantee / Subgrantees Audit-closeout determinations by State auditors, requires project analysis, document verification, and knowledge of basic accounting principles and the ability to write clear and concise Requests for Information (RFI) correspondence and final determination letters to the Grantee

### ***PAC Crew Lead***

***PPDR / Saltwater Killed Trees, Storm Drains, 2009 –2010***

- Supervised a team of six for the Galveston PPDR / Saltwater Killed Tree removal program that included initial surveys, removal monitoring, eligibility determinations, and conducting applicant / consultant meetings
- Communicated accurate and consistent information to applicants concerning FEMA guidance on PPDR and Saltwater Killed Tree programs
- Managed the Storm Drain cleaning project which included initial surveys, monitoring, and verification of scope-of-work completion

### ***PAC Crew Lead***

***Debris Operations, 2009 –2010***

- Supervised and managed the daily operations of Debris Team Six, consisting of 15-20 Debris Specialists
- Development and motivation of subordinate staff
- Providing accurate and consistent information to applicants concerning FEMA guidance, statutory regulations, policies, and procedures
- Managed the Private Property Debris Removal (PPDR) program which included assisting applicants with request requirements, proper documentation, and eligibility determinations



## **CLIF KENNEDY**

### **REGIONAL MANAGER**

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### **INTRODUCTION**

As a former Captain in the U.S. Marine Corps, Mr. Kennedy was responsible for the training and combat readiness of hundreds of Marines and led expeditionary combat operations around the world. His leadership and experience conducting operations in extreme situations gives him a unique perspective in the disaster response business. Additionally, his management background in a commercial real estate development and an international non-profit have broadened his capabilities in effective leadership. As a Regional Manager, Mr. Kennedy is responsible for maintaining business relationships and providing hands-on participation and incident command in response and recovery operations. His major recent activations include: Hurricanes Hanna, Laura, Michael, Florence and Harvey and COVID-19 response throughout Texas. Upon joining the DRC team, Mr. Kennedy was immediately activated in response to Hurricane Harvey and worked closely with the City of Houston and Harris County. Mr. Kennedy also worked with the Texas General Land Office restoring 125 miles of Texas coastline after Hurricane Harvey. During this project he coordinated with 8 different federal, state, and county agencies and completed the project on time while navigating numerous unexpected contingencies.

### **EDUCATION**

**Infantry Officer's Course** – Quantico, Virginia 2003

**Texas A&M University** – College Station, Texas

*Bachelor of Arts in Political Science – 2002*

*Corps of Cadets, Company E-1 – 1998-2002*

*Ross Volunteer Company Commander - 2002*

### **PROMINENT CERTIFICATIONS**

FEMA – IS-100.b Incident Command System ICS-100

FEMA – IS-632.a Introduction to Debris Operations

FEMA – IS-700.a National Incident Management System (NIMS)

FEMA – IS-00633 Introduction to Debris Management Plan Development

HAZWOPER

8 Hour HAZWOPER Refresher

10 Hour OSHA Training for the Construction Industry

### **NOTABLE PROJECTS**

Hurricane Beta - 2020

Hurricane Laura - 2020

Hurricane Hanna - 2020

Tropical Storm Imelda—2019

Hurricane Dorian—2019

Hurricane Florence – 2018

Hurricane Michael – 2018

Hurricane Harvey—2017

Hurricane Maria – 2017

### **EXPERIENCE**

**DRC Emergency Services LLC** – Houston, Texas

*Texas & Southwest Regional Manager, March 2018 – Present*



#### ***Special Projects Manager, October 2017-February 2018***

- Responsible for seeking out, and managing the business development efforts for immediate and opportunistic disaster response and recovery projects in Texas and the Southwest United States.
- In charge of responding to RFP's and negotiating contracts with city, county, and federal agencies for pre-event disaster response contracts.
- Responsible for the response and coordination of a project and hand-over to the operations team in the field.

#### **PROJECT EXPERIENCE**

- **Project Manager, Hurricane Florence, North Carolina, 2018.** Mr. Kennedy served as the company's lead in response and recovery for military installations that affected by the hurricane. Mr. Kennedy developed partnerships with federal contractors that led to debris removal contracts at Marine Corps Base, Camp Lejeune. Responsibilities included providing daily reporting to client, project management oversight, logistical support and contract management. Debris removal covered multiple mission essential areas around the 246 square mile installation.
- **Business Development, Hurricane Michael, Georgia, 2018.** Mr. Kennedy served in the role of business development and client relations in the affected areas of southwest Georgia. Immediately following the landfall of the hurricane, Mr. Kennedy mobilized to the area to meet with existing customers and advise them on what steps they needed to take to ensure an efficient response. DRC was awarded a contract from Georgia Department of Transportation to remove storm debris from state right-of-ways in Southwest Georgia.
- **Regional Manager, Hurricane Harvey, Houston, Texas, 2017-Present, City of Houston.** Mr. Kennedy served as the manager during the recovery efforts for multiple contract activations in the aftermath of Hurricane Harvey. Mr. Kennedy's responsibilities included managing the daily operations of debris removal, transportation and final disposal; logistical coordination of the personnel and resources; maintain lines of communication and reporting with the customer. Mr. Kennedy has also directed the City of Houston's waterway clean-up project, encompassing debris removal operations in Lake Houston, San Jacinto River and creek and bayou system.
- **Special Projects Manager, Hurricane Harvey, Texas, 2017, General Land Office.** Mr. Kennedy served in various capacities to serve customers around the state of Texas. Mr. Kennedy oversaw contracts with the State of Texas' General Land Office recovery along a 130-mile stretch of Gulf Coast beaches. Mr. Kennedy's responsibilities included preparing operation plans and schedules, ensuring compliance with local, state and federal authorities, providing logistical and procurement support, and project management. Responsible for daily reporting to USACE and Texas General Land Office.

#### **PREVIOUS EXPERIENCE**

**Every Village – Houston, Texas and South Sudan, Africa**

***Director, 2016-2017***

- Developed strategy and vision for the organization to grow its budget and capacity to increase clean water and radio programs in South Sudan.
- Led a team of fundraisers and communications professionals to increase the awareness of the organizations mission and financial needs.

**Stream Realty Partners – Houston, Texas**

***Vice President, 2010-2016***

- Managed construction and development projects across the company's full service, commercial real estate platform.

#### **MILITARY EXPERIENCE:**

**United States Marine Corps**

**Captain/Infantry Officer**

***Marine Barracks Washington, "8<sup>th</sup> & I" – 2007-2010***

- Served as Company Commander for Bravo Company, comprised of 140 infantry Marines. During that time, executed over two hundred ceremonies in the National Capital Region, honoring U.S. Presidents, government officials, military officials, and visiting foreign dignitaries.

- Served as Platoon Commander for Alpha Company, 1<sup>st</sup> Platoon, comprised of 40 infantry Marines. Maintained combat readiness for each individual Marine and also performed over one hundred high visibility ceremonies to represent the United States Marine Corps.

**2<sup>nd</sup> Battalion, 3<sup>rd</sup> Marines – Kaneohe Bay, Hawaii – 2004-2007**

- Assistant Operations Officer, Al Anbar Province, Iraq.
  - Developed and executed pre-deployment training plans for the 800-man Battalion.
  - Commanded the battalion's combat operations center (COC) throughout the deployment to Iraq, coordinating operations in the battalion's battlespace, consisting of over one thousand patrols and operations.
  - Developed and executed battle plans for a large scale, joint operation with the U.S. Marines, Iraqi Army and Iraqi Police forces to locate high-value enemy combatants.
- Infantry platoon commander, Jalalabad and Kunar, Afghanistan
  - Responsible for the training and combat readiness of 42 infantry Marines; deployed to Jalalabad and Kunar, Afghanistan and lead continuous combat operations over a 200-km area, significantly reducing the enemies' combat effectiveness and presence in the area.
  - Provided security across three provinces for the first democratic elections in the history of Afghanistan.
- Infantry platoon commander, 31<sup>st</sup> Marine Expeditionary Unit – Southeast Asia
  - Trained a platoon of 42 Marines in small boat raid operations in various locations around the South China Sea.
  - Conducted and led small unit joint urban warfare training exercises with the Japanese Ground Self-Defense Forces
  - Participated joint training exercises and operations with several foreign militaries, to include Royal Thai Marines, Republic of Korea Marines, Afghan National Army, Iraqi Armed Forces



# Dan Strode

## Program Manager

### INDUSTRY TENURE

16 Years

### TRAININGS AND CERTIFICATIONS

40 Hr HAZWOPER

HAZWOPER Supervisor

USACE CQCM for  
Contractors

FEMA IS-37.20 Managerial  
Safety and Health

FEMA IS-100.c Introduction  
to Incident Command  
System, ICS-100

FEMA IS-200.c Basic  
Incident Command System  
for Initial Response

FEMA IS-700.b Introduction  
to National Incident  
Management System

FEMA IS-800.c National  
Response Framework

### TECHNICAL EXPERTISE

- Disaster and Emergency Response
- AutoCAD
- Housing Design and Construction
- Business Development
- Client Services
- Debris and Tree Removal
- Demolition

### PROFESSIONAL SUMMARY

With over 16 years of on the ground experience in both disaster response/recovery and international development, Mr. Strode is a proven professional and dedicated to responding to those in need. Mr. Strode is well-versed in coordinating pre-event planning with extensive knowledge of federal disaster and emergency response related programs, policies and operations, having worked on 13 major disaster responses, including international work for an earthquake in Nepal and Hurricane in Belize. Additional project experience includes housing design and construction using AutoCAD, professional training, emergency distribution, debris management, and demolition. Other experience includes business development and stakeholder relations including USAID, OFDA, UNDP, DFID, ECHO, IFRC and many other INGOs. Mr. Strode also has experience in establishing communications and working with municipal, FEMA, international government clients, and other stakeholders within the response command structure.

### NOTABLE PROJECT EXPERIENCE

- Hurricane Laura, 2020
- Hurricane Dorian, 2019
- Hurricane Michael, 2018
- Hurricane Harvey, 2017
- Hurricane Irma, 2017
- Hurricane Maria, 2017
- Hurricane Matthew, 2016
- Valley Fire, 2015
- Hurricane Sandy, 2012

### RELEVANT EXPERIENCE

#### **2020 California Wildfire Debris and Hazardous Tree Removal - Fresno, Tulare, Mono, Madera, Los Angeles Counties, CA**

Mr. Strode served as Project Manager for this debris removal project. As part of a joint venture with DRC Emergency Services, LLC, our team performed debris removal following the 2020 California Wildfires that swept through Fresno, Los Angeles, Madera, and Tulare counties. Forgen's portion of the work included structural debris and hazardous tree removal services for an estimated 823 properties.

#### **DRC Emergency Services, LLC, Regional Manager**

- Specialized in client services, incident command and command center operations
- Extensive knowledge of federal disaster and emergency response-related programs, policies and operations
- Hands-on participation and incident command in response and recovery operations for numerous major disasters and emergencies

## **Dan Strode**

### ***Continued***

#### **Habitat for Humanity International, Project Manager**

##### ***Hurricane Maria, Oct. 2017 – Aug. 2018 Puerto Rico.***

Consultant Services for post disaster needs assessment, reconstruction planning, shelter repair kit distribution, and beneficiary identification.

#### **AshBritt Environmental, Regional/Project Manager**

##### ***Hurricane Irma, Aug. 2017 - Monroe County FL.***

Senior Operations Manager for all debris removal operations.

##### ***Hurricane Harvey, Jan. 2017 - Victoria County TX, Fort Bend TX.***

Senior Operations Manager for all debris removal operations.

##### ***Hurricane Matthew, Jan. 2017 - Beaufort County, SC***

Senior Project Manager: Assessment, Mapping, Side-Scan Sonar, Waterway Vessel and Debris Removal.

##### ***Hurricane Matthew, Oct. 2016 – St. John County, FL***

Senior Project Manager: ROW collection and disposal, Beach Cleanup, and Hazardous Tree Removal.

##### ***Valley Fire (DR-4240), Dec 2015 - Lake County, CA***

Senior Project Manager: Hazardous tree felling and cleanup of fire damage.

##### ***Hurricane Sandy (DR-4085-6), Oct. 2012 - NJ***

Senior Project Manager: Wet Debris and Vessel removal & recovery, ROW collection, DMS management.

##### ***Haiti Earthquake Response, 2010 - Port Au Prince, Haiti***

General Manager of Operations: Ocean shipment of over 300 pieces of heavy equipment, a base camp, and conducted debris collection and disposal operations.

#### **United Nations Development Program, Project Manager**

##### ***Hurricane Earl, 2016 - Belize***

Consulted with the Government of Belize to create their first Debris Management Plan for implementation after disaster.

##### ***Nepal Earthquake, 2015 - Kathmandu, Nepal***

Senior Project Manager: Debris and demolition operations, employed over 4000 local workers, demolished over 3,000 structures. Trained 90 local engineers.

#### **Global Communities, Haiti, Project Manager**

##### ***Haiti Earthquake, 2010/2011 - Port Au Prince, Leogane***

Operations Manager: Implemented and managed \$4M USD USAID funded project which included employment and training of local staff. Timely and completed reporting of project progress and financials to USAID. Project resulted in the removal and disposal of over 270,000 cubic meters of earthquake debris.

#### **Agency for Cooperation & Technical Development, Myanmar, Project Director**

##### ***Cyclone Nargis, 2008 – Irrawaddy Delta, Myanmar***

Following Cyclone Nargis in 2008, designed and managed the following disaster recovery projects: 6000 Hurricane/Earthquake resistant homes, 36 river jetties, 15 river bridges, 800 fishing boats, water storage and distribution and vocational training programs. Presented project proposals to international stakeholders including USAID, OFDA, DFID, ECHO, NRC and others.

#### **Sequoia Lake Conference of YMCAs, CEO**

##### ***CEO, 2007 - Sierra Nevada Mountains, CA***

Responsible management of 900 acre YMCA camp and all facilities.



**Dan Strode*****Continued*****Sierra Forge & Fire, Exeter, CA, Project Manager*****Program Director - Exeter CA.***

Setup of 15,000 sq. ft. blacksmith/fabrication school, designed programs and bids for improvement projects.

**Project Galle, Sri Lanka, Project Director*****Tsunami, 2005 – Galle, Sri Lanka***

Volunteer: Created transitional shelter project proposal. Setup prefabrication factory for the manufacture of 600 transitional shelters. Managed construction of shelters, hired and trained workers, reported to stakeholders.

Interacted directly with international donors including DFID, ECHO and NRC, worked closely with the Government of Sri Lanka concerning land tenure.

**Missouri Botanical Garden, Missouri, Construction/Project Manager*****Construction Manager – St. Louis, Missouri***

Responsible for all construction projects, including budgeting, scheduling and subcontractor / vendor coordination.

# George Little, P.E.

## Project Director

### INDUSTRY TENURE

10 Years

### TRAININGS AND CERTIFICATIONS

OSHA 30 Hr Construction

OSHA 40 Hour HAZWOPER

21 Hr Civil 3D Introduction,  
AutoCAD Civil 3D, Autodesk

USACE Construction Quality  
Management (CQM) for  
Contractors #784

First Aid/CPR/AED

Grouting Fundamentals & Current  
Practice, Short Course, Colorado  
School of Mines

DFI Soil Mixing Seminar, San  
Francisco, CA

### EDUCATION

Bachelor of Science - Civil  
Engineering, California State  
University, Sacramento

### PROFESSIONAL SUMMARY

George serves as a Project Director for Forgen and is based in Sacramento, California. He has more than nine years of experience with slurry walls and geotechnical work. George's current duties as Project Director include coordination and supervision of various projects, development of project cost estimates, project cost tracking and control, scheduling of projects, and subcontracting.

### TECHNICAL EXPERTISE

- Jet Grouting
- Compaction
- Grouting
- Slurry Wall Construction
- Earthwork & Grading
- Pollution Planning
- Underground Utilities
- Hazardous Waste Remediation
- Mix Design Development
- Stormwater
- Soil Mixing

### FORGEN PROJECT EXPERIENCE

#### Klamathon Fire Debris Removal, Siskiyou County, CA

After the wildfire in Siskiyou County, California was contained on July 21, 2018, Forgen was contracted to remove burn ash, recyclable metals, concrete, and over excavated soil from burned building areas, and provided related support services such as dust control, soil and ash sampling, installation of erosion control, community air monitoring, and the removal of hazard trees. An initial mobilization of five crews was required within the first 48 hours and up to 10 crews were used at any given time. Crews worked in Level C personal protective equipment (PPE) and completed an average of one lot per two shifts. Every employee had OSHA 40 hour HAZWOPER training, received a physical exam, and was fit tested for a respirator prior to coming to the site. Residential burn area material quantities included 170 tons of burn ash, 10 tons of recyclable steel, 30 tons of recyclable concrete, and 80 tons of overexcavated soil. Scope of work also included asbestos abatement and chimney removal.

#### 2020 California Wildfire Debris and Hazardous Tree Removal, Fresno, Tulare, Mono, Madera, Los Angeles Counties, CA

In 2020 Forgen and DRC partnered as Forgen DRC JV to develop a response to an IFB released by the Department of Resources Recycling and Recovery (CalRecycle) for debris removal and hazard tree removal services as a result of the wildfire damage to communities throughout California. Forgen DRC JV



## **George Little, P.E.**

### *Continued*

was required to initiate debris removal and hazard tree removal services within 48 hours from Notice to Proceed (NTP). Forgen DRC's work included cleanup in the Southern Branch, which included Fresno, Los Angeles, Madera, Mono, and Tulare Counties. Debris cleanup efforts began November 30, 2020 and were completed by November 15, 2021. During the peak of cleanup efforts, Forgen DRC JV dispatched over 20 debris removal crews and over 10 hazard tree removal crews. In total, 627 properties were cleaned up and over 11,800 hazard trees were mitigated and removed. Of the 627 residential properties completed, Forgen DRC JV removed and disposed of over 40,000 tons of burned debris and ash, recycled over 32,000 tons of concrete, recycled over 4,400 tons of metals, and removed and disposed of over 16,000 tons of potentially impacted soil.

#### **ACP Permeable Reactive Barrier Wall Installation, Wichita, KS**

Forgen installed a permeable reactive barrier (PRB) wall to treat groundwater impacts. The PRB wall was 440 lf totaling approximately 12,358 sf with depths up to 52 ft. Construction was achieved by utilizing a PC 800 with a specialized boom and stick attachment capable of reaching depths of 52 ft. Bio-polymer slurry was used to support excavation and backfill operations consisting of a varying zones of treatment media of sand and zero valent iron. Additional work consisted of utility potholing, establishing utility monitoring points on existing utilities, daily surveying of monitoring points during and after construction, traffic control, and haul off of trench spoils considered special waste to an approved landfill and site restoration.

#### **Toms River Former MGP Remediation, Toms River, NJ**

Forgen provided remediation services for the Toms River former MGP site in New Jersey. This project involved the excavation of 27,300 cubic yards of MGP-impacted soils, in situ solidification (ISS) of 44,000 cubic yards of shallow areas (-10 to -15 feet) soil impacted by non-aqueous phase liquid (NAPL), ISS of 42,000 cubic yards of deep areas (-16 to -41 feet) soil impacted by NAPL, and disposal of 43,800 tons of MGP-impacted soils. Additional scope of work included on-site water treatment (treating over 12,000,000 gallons of impacted ground waters), installation of steel sheet piling, site dewatering, demolition of an office building/warehouse, asbestos abatement, odor and dust control, and asphalt/concrete restoration. Forgen performed the ISS using three different types of drill rigs, Delmag RH28, Delmag RHV40, and Manitowoc 888 with Hain platform, utilizing 6-foot, 8-foot, 9-foot, and 10-foot diameter augers.

#### **Chemical Plant Remediation, Ogden, UT**

This project included construction of a 10,000 lf subsurface barrier wall, dike, working pad, and access road around multiple wastewater evaporation ponds in order to satisfy requirements of the RCRA corrective action process for the State of Utah. The workpad was stabilized by soil-cement mixing 30 percent of the subsurface soils to a maximum depth of 5 ft using a cutter wheel. Grout mix design proportions had to be continually monitored and adjusted when necessary to account for soil contaminants, which affected the unconfined compressive strength of the in situ soilcrete mixture. The project also included accommodation of existing underground utilities which required coordination not to avoid service interruption for more than three hours.

#### **Montezuma Wetlands Levee Construction Phase I, Collinsville, CA**

The project consists of tidal and seasonal wetland restoration on approximately 630 acres of currently diked bay lands along the Montezuma Slough and enhancement of adjacent uplands in Suisun Marsh. The 630 acres of bay lands will be restored to 566 acres of tidal marsh and subtidal habitat, 45 acres of seasonal wetlands, and 19 acres of high tide refuge and bird nesting habitat. The project includes initial placement of dredged materials to raise the site elevation followed by additional construction activities and then breach of existing dikes to enable tidal action on the site.

#### **Upper Yuba River Levee Improvement Project: Phase 4 Levee Improvement, Marysville, CA**

## **George Little, P.E.**

### *Continued*

Three Rivers Levee Improvement Authority (TRLIA) - Phase 4 Yuba River South Levee, Upper Levee Improvement Project, Marysville, California. Work included the construction of a 890,000 SF of soil-bentonite cutoff wall to a maximum depth of 79 feet and to strengthen the upper Yuba River levee, installed to prevent water seepage through and beneath the levee during flood and high water events. The cutoff wall was constructed with a maximum permeability of  $5 \times 10^{-7}$  cm/sec. Other construction included the protection of existing underground utilities including a water main, two irrigation lines, and a gas line. Careful coordination was required to prevent service disruptions. Multiple overhead power lines had to be raised in order to accommodate construction of the slurry cutoff wall. The project also included a 170,000 CY levee de-grade and excavation of embankment fill from an on-site borrow source to rebuild the levee.

#### **Legacy Copper Mine Remediation, Chelan, WA**

The Legacy Mine Remediation project involves the remediation of a former copper mine on the upper reaches of Lake Chelan. This remote site, located deep in the Cascade Mountains, is now operated as a Lutheran Church retreat. All access to the site is via barge and U.S. Forest Service roads. Early actions to prepare the mine site for remediation included access road improvements, installation of a bridge on the site access road, stump removal, clearing of site vegetation, and investigative drilling support. Subsequent mine reclamation included the demolition of remaining mine structures, re-grading and capping of mine tailings, re-routing and re-construction of nearly 1.5 miles of Railroad Creek (a stream adjacent to the tailings), as well as 1,050 feet of re-construction of Copper Creek, and construction of the work pad for the slurry cutoff wall that will protect Railroad Creek from impacted waters leaching from the tailings piles. Challenges include working on an ongoing 17-day man-camp rotation, fire danger, weather delays, design changes, and obtaining regulatory approval for the various phases of work. Work includes the jet grout stabilization of tailings slimes, construction of a slurry wall and biopolymer collection trench, grading and capping of tailings, and final reconstruction of Copper Creek (a stream that transects the tailings piles prior to joining Railroad Creek).

#### **American River Common Features Site R6 Cement-Bentonite Cutoff Wall, Sacramento, CA**

Our team constructed a 42,546 sf cement-bentonite cutoff wall to a maximum depth of 72 ft, meeting a maximum permeability of  $5 \times 10^{-7}$  cm/sec and a minimum unconfined compressive strength of 50 psi in 28 days. This project completed the tie-in to existing cutoff walls both upstream and downstream of the site.

#### **Santa Ana River Levee Improvement, Huntington Beach, CA**

The Santa Ana Levee Improvement Project included in-situ stabilization of approximately 11,000 CY of soil. Forgen was contracted by the Orange County Sanitation District (OCSD) to repair the levees which were damaged under a separate contract to install a micro tunnel. Forgen developed a mix design that achieved a minimum of 250 psi in 28 days with a minimum 85% core recovery. All deep soil mixing was performed within 1 ft of the micro-tunnel utilizing a 6 ft auger. Other portions of work included: 5000 cubic yards of Jet Grouting, 699 compaction grout holes to stabilize material in the site utility corridor, 600 LF of cofferdam to create work area in the Santa Ana River, installation of a 1200 gpm dewatering and treatment system to dewater the work area.

#### **Potrero MGP In Situ Stabilization Pilot, San Francisco, CA**

This work was a subsequent phase of the work Forgen performed at this former MGP site in 2010. The objective of the project was to evaluate the feasibility and effectiveness of performing In-Situ Stabilization (ISS) to treat MGP byproduct impacted soils in the site subgrade including Polyaromatic Hydrocarbons (PAH) and Dense Non-Aqueous Phase Liquids (DNAPL) between the ground surface and underlying Bay Muds. The results of the pilot demonstration would provide critical treatability data and operational project delivery knowledge that will guide the development and implementation of the final Remedial Action Work Plan. Forgen was contracted to perform the pilot drilling and in-situ stabilization activities. The work scope included drilling 13 separate ISS columns in



## **George Little, P.E.**

### *Continued*

two discrete treatment areas, using mixing augers ranging from 4 to 8 feet in diameter in order to evaluate their effectiveness in a fairly debris obstructed subgrade.

#### **Montezuma Wetlands Project, Birds Landing, CA**

The Montezuma Wetlands project included construction of three levees for future use as dredge sediment placement cells. Over 137,000 cubic yards of alluvial soils were segregated and hauled from the on-site borrow source to each levee. Challenges included hauling and construction of embankments on peat soils and constructing one levee with over 80 settlement monuments within the embankment. Additionally, a raised embankment was constructed using a combination of peat, sand, and alluvial soils for future use as Least Tern habitat.

#### **Tempe Town Lake Replacement Dam, Tempe, AZ**

Construction of 880 LF of reinforced concrete Scour Wall using slurry techniques and open trench excavation and construction of 45,000 SF of Cement-Bentonite cutoff walls for the foundation of the Tempe Town Lake Replacement Dam. The project also included 380 LF of shear key installation for the North and South abutment walls

#### **West Farm Pit Soil-Bentonite Cutoff Wall, Lamar, CO**

Forgen installed a soil-bentonite cutoff wall within an active aggregate cell as part of a final mining area. The cutoff wall was constructed to a width of 36 inches, 6,555 linear feet in length, and a final as-built area of 395,020 square feet. The cutoff wall was constructed to depths that ranged from 45 to 73 feet, excavating through an overburden clay layer, sands and gravel, and wall termination into the underlying dense bedrock up to the depths of 1 foot. Upon completion of the cutoff wall a temporary cap was installed along the length of the wall.

#### **Red Dog Mine Tailings Dam Raise Stage X Slurry Wall, Red Dog Mine, WY**

The project included 22,275 square feet of soil-clay slurry wall, 690 linear feet of slag soil-clay cap, and 690 linear feet of geomembrane installation through the top three feet of the slurry wall backfill and cap. Slurry wall excavation was performed using a long reach PC 1250 excavator, with the bottom wall tie-in to weathered shale. Soil-clay backfill consisted of site soils blended with Attapulgitic clay slurry and dry Kaolin clay. Slag soil-clay cap material consisted of slag, site soils, and Attapulgitic clay blended in 20 cubic yard batches and placed around the geomembrane liner which was installed in the center of the slurry wall trench. Due to the remote location of the project, all equipment and materials were mobilized to the site by barge from Seattle, WA over a one month period.

#### **Lake Raven Dam Remediation, Huntsville, TX**

Forgen installed a cement-bentonite cutoff wall adjacent to an existing spillway through the dam at Lake Raven state park. The cutoff wall was constructed to a width of 36 inches, 355 linear feet in length and a final as-built area of 16,945 square feet. The cutoff wall was constructed to depths that ranged from 45 to 48 feet, excavating through an overburden clay layer and the wall terminating into the underlying clay up to the depths of 3 feet.

#### **Former Manufactured Gas Plant In Situ Stabilization, San Francisco, CA**

Forgen was contracted to perform in situ stabilization (ISS) to address coal tar-impacted soil containing continuous dense non-aqueous phase liquid (DNAPL) and to provide odor control. The scope of work included drilling ISS columns in two distinct treatment areas encompassing approximately 20,000 sf of the site. More than 26,000 cy of ISS was completed using mixing augers ranging from 4 to 8 ft in diameter in order to treat 100 percent of the DNAPL-impacted soils. Work was performed over a six month period utilizing two ISS drill rigs and batch plants to complete treatment on time, and to prevent any impacts and delays of subsequent phases of this



remediation. ISS was completed in the northern and southern continuous DNAPL areas to depths ranging from 20 to 50 ft bgs, and included penetration of approximately 3 ft into the underlying bay mud. The primary performance criteria for the treatment zones was a minimum unconfined compressive strength of 30 psi, maximum hydraulic conductivity of  $1 \times 10^{-6}$  cm/sec, and visual observation of soil cores to ensure there was no unmixed soil or observed DNAPL. Additionally, ISS within the bulkhead area of the northern zone was completed through the fill zone and approximately 15 to 20 ft of the underlying bay mud, with a minimum unconfined compressive strength of 100 psi, in order to stabilize the soil mass behind the bulkhead. The scope of work also included handling of the ISS swell material within the treatment zones and management of obstructions encountered during drilling.

#### **Combie Reservoir Sediment and Mercury Removal Project, Meadow Vista, CA**

This project consisted of removing elemental mercury from accumulated sediment and restoration of reservoir capacity for drinking and recreational use in the upper portion of Combie Reservoir. Forgen was contracted initially to provide Engineering Services in guidance and design to provide sediment removal in an initial dry excavation method followed by a dredge method. Forgen removed as much sediment as possible within the schedule and budget constraints via the dry method in 2018 and placed the sediments in two stockpiles. The larger stockpile was made up of general excavated soil, the smaller pile was dedicated to soils requiring processing. Contaminated soils were processed through the Knelson concentrator because of the level of mercury in the sediments. In 2019, Forgen continued processing the smaller stockpile of dry soil through the Knelson concentrator. Dredging of target soils was performed within the reservoir using an excavator with cutter head suction dredge. The slurried dredged sediments were pumped through a material processing system again using the Knelson concentrator. Forgen also created settling ponds on-site for treatment of the excess dredge water.

#### **Marysville Ring Levee Phase 2A South, Marysville, CA**

Forgen was the managing partner in the Raito / Forgen Joint Venture (RGJV) for the USACE Marysville Ring Levee 2A South Project. During the course of the project the RGJV used the Wet Rotary Shaft (WRS) method to construct the Project's permanent vertical seepage cutoff wall through the levee embankment foundation soils. WRS uses multiple shaft equipment with blades over the length of shafts that mechanically mix injected cement-bentonite (CB) grout with in situ soil to create overlapping columns; three overlapping columns are installed concurrently and create the continuous soil-cement-bentonite (SCB) cutoff wall. Installed 2,630 LF (205,415 ft<sup>2</sup>) of cutoff wall, screened and processed 26,000 CY of impervious material, excavated and rebuilt 54,445 CY of levee in a city environment.

#### **FMC Corporation Former Industrial Facility Remediation, Newark, CA**

The primary project scope consisted of in-situ stabilization (ISS) of impacted soils as part of the redevelopment of a former industrial facility in Newark, CA. In conjunction with ISS, the site remedial work also consisted of site preparation, stormwater management, utility protection, demolition of above/below surface structures, excavation of overburden soils, soils management, disposal of impacted soils and installation of the final cover system. Forgen utilized an 888 Manitowoc crane equip with a Hain Platform and 10' auger to treat over 45,000 CY of impacted soils ranging from depths of 17' to 26'. Level B supplied air was donned by ground personnel during ISS treatment and overburden soil excavation, while vapor control measures were implemented to reduce VOC emissions. A final cover was installed with multiple layers integrated with a vapor mitigation system capping the ISS treatment area.

#### **Time Oil Bulk Terminal Site Cleanup Action, Seattle, WA**

Before redevelopment could occur on this downtown Seattle property, the site required a cleanup action under Ecology's Voluntary Cleanup Program for hazardous substances that were released or had come into contact with multiple parcels from past industrial operations. Our team performed in-situ solidification and stabilization to address source area soil with indicator hazardous substances and LNAPL. The scope of work also included the excavation and off-site disposal of soils with indicator hazardous substances and LNAPL removal, installation of an interceptor trench and permeable reactive barrier to capture and treat groundwater containing indicator hazardous substances, installation of two soldier pile shoring walls to facilitate excavation and ISS, and the

removal of surface asphalt and concrete covering multiple excavation areas.

## ADDITIONAL PROJECT EXPERIENCE

### Refinery Preconstruction Services - Martinez, California

Forgen performed preconstruction services which included supporting the design development for closure construction of Waste Management Units

(WMUs) in Martinez, California. In support of the design development,

Forgen provided constructability review of project plans and specifications, construction cost estimates and schedules, development and testing of stabilization mix designs, evaluation of odor control methods, development of site specific work plans, and technical evaluations of stabilization methods to support construction. Forgen worked collaboratively with the Design Engineer to develop and perform laboratory testing for multiple treatability studies associated with stabilization of the different materials within each of the WMUs.

### Folsom Bridge Access Roads to Piers 2 & 3 and Rockwall Removal - Folsom, California

This project involved construction of rock slope protection ditches and removal of rockwall, road and slope grading along the slopes beneath both sides of the new Folsom Crossings Bridge on the American River in Folsom, California. Forgen excavated over 13,000 cy of rock wall adjacent to the American River and reconstructed the wall using an engineered slope. This project involved excavating a near vertical rock slope directly adjacent to the river with boulders in excess of 7 to 8 tons. Other work included regrading the access roads to both bridge piers and re-establishing a rock lined ditch to repair and prevent erosion along the unimproved roadways. Final site restoration included hydroseeding and barrier guardrail installation.

### Three Rivers Levee Improvement Authority (TRLIA), Phase 4 Yuba River South Levee, Upper Levee Improvement Project - Marysville, California

This project required construction of 890,000 sf of soil-bentonite cutoff wall to a maximum depth of 79 ft and was constructed to strengthen the upper Yuba River levee. It was installed to prevent water seepage through or beneath the levee during flood and high water events. The cutoff wall was constructed with a maximum permeability of  $5 \times 10^{-7}$  cm/sec. The project included protection of existing underground utilities including a water main, two irrigation lines, and a gas line. Careful coordination was required to prevent service disruptions. Multiple overhead power lines had to be raised in order to accommodate construction of the slurry cutoff wall. The project also included a 170,000 cy levee degrade and excavation of embankment fill from an on-site borrow source to rebuild the levee.





## **SAM DANCER**

### **PROJECT MANAGER**

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### **INTRODUCTION**

After more than a decade in the military and law enforcement, Mr. Dancer became a Field Supervisor and Project Manager, handling contracts involving clean-up following Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill; and the Port Au Prince, Haiti earthquake.

More recently, he was involved in: St. Charles County and the City of Bridgeton tornado debris removal (MO); Tuscaloosa (ALDOT) residential demolition of tornado-damaged residences (AL); Terrebonne Parish (LA) and St. Louis Bayou (MS) Cleanout project; City of New Orleans Strategic Demolition for Economic Recovery project (LA); East Baton Rouge Parish wind storm damage (LA); Ascension Parish, Tangipahoa Parish (LA), and Houston (TX) flood damage; project manager for Hurricane Irma Largo.

### **EDUCATION**

**Southeastern Louisiana University – Hammond, LA**

*Computer Science – Fall 1980, Fall 1981, Spring 1982*

### **PROMINENT CERTIFICATIONS**

Hazardous Waste Operations & Emergency Response – Initial

FEMA IS-100.c	Introduction to Incident Command System, ICS-100
FEMA IS-100.pwb	Introduction to the Incident Command System
FEMA IS-632.a	Introduction to Debris Operations
FEMA IS-633	Debris Management Plan Development
FEMA IS-634	Introduction to FEMA's Public Assistance Program
FEMA IS-700.b	National Incident Management System (NIMS), An Introduction
FEMA IS-702.a	NIMS Public Information Systems

### **OTHER CERTIFICATIONS**

FEMA IS-3	FEMA IS-100.fwa	FEMA IS-394.a	FEMA IS-807	FEMA IS-2500	OSHA-150
FEMA IS-5.a	FEMA IS-100.hcb	FEMA IS-405	FEMA IS-807	FEMA IS-2600	OSHA-151
FEMA IS-10.a	FEMA IS-100.he	FEMA IS-420	FEMA IS-809	FEMA IS-2900.a	OSHA-152
FEMA IS-11.a	FEMA IS-100.leb	FEMA IS-421	FEMA IS-810	FEMA IS-2901	OSHA-161
FEMA IS-20.19	FEMA IS-106.17	FEMA IS-453	FEMA IS-811	OSHA-105	OSHA-162
FEMA IS-21.19	FEMA IS-200.b	FEMA IS-454	FEMA IS-812	OSHA-107	OSHA-602
FEMA IS-20.21	FEMA IS-200.hca	FEMA IS-546.a	FEMA IS-813	OSHA-108	OSHA-603
FEMA IS-21.21	FEMA IS-201	FEMA IS-547.a	FEMA IS-906	OSHA-112	OSHA-605
FEMA IS-29	FEMA IS-230.d	FEMA IS-660	FEMA IS-907	OSHA-113	OSHA-612
FEMA IS-33.17	FEMA IS-240.b	FEMA IS-703.a	FEMA IS-909	OSHA-115	OSHA-614
FEMA IS-36	FEMA IS-241.b	FEMA IS-706	FEMA IS-912	OSHA-116	OSHA-618
FEMA IS-37.19	FEMA IS-244.b	FEMA IS-775	FEMA IS-914	OSHA-121	OSHA-700
FEMA IS-37.21	FEMA IS-315	FEMA IS-800.b	FEMA IS-1010	OSHA-122	OSHA-701
FEMA IS-42	FEMA IS-317	FEMA IS-801	FEMA IS-1150	OSHA-123	OSHA-702
FEMA IS-60.b	FEMA IS-324.a	FEMA IS-802	FEMA IS-1172	OSHA-144	OSHA-704
FEMA IS-75	FEMA IS-325	FEMA IS-803	FEMA IS-2000		OSHA-707
FEMA IS-100.fda	FEMA IS-360	FEMA IS-804	FEMA IS-2002		OSHA-716



OSHA-718  
OSHA-719

OSHA-722  
OSHA-750

OSHA-806  
OSHA-807

OSHA-808

OSHA-809  
OSHA-815

OSHA-852

### **ADDITIONAL OSHA CERTIFICATES**

30 hour Construction Safety and Health  
Confined Space Safety in Construction  
Construction Worksite Safety  
Hand and Power Tool Safety  
Introduction to Ergonomics  
Introduction to Safety Recognition

Occupational Safety and Health Professional  
Occupational Safety and Health Specialist  
Occupational Safety and Health Supervisor  
Occupational Safety and Health Trainer (Train-the-Trainer)  
Safety Committee Chair  
Safety Committee Member

### **ACCESS AND AWARDS**

TWIC Card  
Access to the Homeland Security Information Network for LA, MS, TX, AL and the EM Site  
Louisiana War Cross  
National Defense Service Medal  
Good Conduct Medal  
Army Achievement Medal

### **NOTABLE PROJECTS**

Hurricane Delta — 2020  
Hurricane Laura — 2020  
Hurricane Dorian—2019  
Tropical Storm Barry—2019  
Hurricane Michael—2018  
Hurricane Florence—2018  
Hurricane Irma — 2017  
Hurricane Harvey — 2017  
Louisiana Severe Storms and Flooding (DR-4277) — 2016  
Houston, TX Flood -2015

Winter Storm Pax — 2014  
Midwestern Tornado Outbreak — 2013  
Hurricane Isaac — 2012  
Hurricane Irene — 2011  
BP Oil Spill — 2010  
Hurricane Gustav — 2008  
Hurricane Ike — 2008  
Hurricane Rita — 2005  
Hurricane Katrina — 2005

### **EXPERIENCE**

**DRC Emergency Services LLC – New Orleans, Louisiana**

***Field Supervisor/Project Manager, 2013 – Present***

- Manages all phases of assigned projects, ensuring contractual obligations are met and accountable for the personnel and equipment onsite. Projects include St. Louis County and the City of Bridgeton, MO, tornado debris removal; Tuscaloosa, AL (ALDOT) residential demolition of tornado-damaged residences; Terrebonne Parish, LA, St. Louis Bayou Cleanout project; City of New Orleans, LA, Strategic Demolition for Economic Recovery project.

**The Country Club – New Orleans, Louisiana**

***Security Supervisor, 2013***

- Maintained a safe environment for employees and patrons at a high-profile restaurant and nightclub; monitored activity via recorded digital CCTV and through live indoor and outdoor surveillance; ensured security staff members were properly trained in all methods of surveillance, guest service, non-violent crisis intervention and documentation of events.

**Defcon 1–Pearl River, Louisiana**

***Owner/Operator, 2012-2013***

- Managed all operations of a personally owned business which involved the retail sales of law enforcement and military apparel and equipment and provided contract security for private parties, events and VIP escort services.

**Cahaba Disaster Recovery (acquired by DRC) – Mobile, Alabama**

**Project Manager, 2008-2012**

- Directed all phases of disaster-related projects from contract activation to final closeout; coordinated mobilization of subcontractors and ensured crews in the field operated in accordance with OSHA and DEQ regulations; maintain effective communication with local governing bodies, FEMA, Army Corps of Engineers and monitoring firms. Recovery projects included areas impacted by Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill; and Port au Prince, Haiti earthquake

**Bourbon Blues Company – New Orleans, Louisiana****Security, 2008**

- Provided a safe environment for the employees and patrons by ensuring rules regarding the service of alcoholic beverages to patrons by the bar staff were followed; communicated effectively with NOPD in regard to serious incidents occurring at the bar and submitted written reports to law enforcement and management

**Omni-Pinnacle Emergency Response – Slidell, Louisiana****Field Supervisor, 2005-2008**

- Managed the day-to-day activities of crews and employees in the field, including operations involving tree cutting, debris removal, debris disposal, waterway clearing and residential and commercial demolition; ensured that FEMA, OSHA, DEQ and contractual obligations are met; project involvement included Hurricanes Katrina and Rita in unincorporated St. Tammany Parish, LA and Wilma in Indian River County, FL

**Target Corporation (Mervyn's and Target) – Multiple Locations****Key Store Investigator, Field Assets Protection Team Leader, Executive Team Leader-Assets Protection, 1994-2005**

- Implemented company-directed safety and shortage plans as well as creating store-based plans in accordance with annual inventory results, local safety issues and theft trends; monitored and maintained overt and covert surveillance systems; initiated, investigated and resolved internal and external theft cases including organized theft and fraud; apprehended and interviewed individuals responsible for shortages; partnered with local, state and federal law enforcement agencies and communicated with other retailers; testified in court when necessary

**LAW ENFORCEMENT EXPERIENCE:****Pearl River Police Department (Reserve Division) – Pearl River, Louisiana****Officer, 1990-1996**

- Patrol the streets of Pearl River, protect citizens and their property while enforcing town, parish and state ordinances; participated in the initiation and resolution of investigations regarding the manufacturing transport, possession and distribution of controlled substances as a member of the Narcotics Task Force

**MILITARY EXPERIENCE:****Louisiana Army National Guard (Infantry) – Houma, Louisiana****Squad Leader, 1989-1991**

- Accountable for the proper training and the well-being of an eleven-person infantry squad; maintained combat readiness of the squad and all assigned weapons and equipment to ensure mission completion; unit was activated for Desert Storm

**United States Army (Infantry) – Multiple Locations****Senior Custodial Agent, Fire Team Leader/Track Commander, 1983-1986**

- Controlled entry of US and German personnel into the limited and exclusion areas of a remote nuclear missile site and provide tactical response in the event of a perimeter breach; ensured that the soldiers in the fire team were properly trained and all assigned equipment was maintained; participated in Bright Star, Egypt (1985)



## MARK BUSH

### PROJECT MANAGER

111 Veterans Boulevard, Suite 401 • Metairie, LA 70005

(888) 721-4372 • [Mbush@drcusa.com](mailto:Mbush@drcusa.com)

### INTRODUCTION

Mr. Bush is a Texas native who worked previously as Field Service Supervisor/Operations Coordinator for an oilfield services company specializing in water treatment. He served 6 years in the US Army as a Light Wheel Mechanic and also served as a Squad Leader with the 4th Brigade/4th Infantry Division. His prior experience has helped him hone his skills in personnel management, reliability and responsiveness, attention to detail and adaptability to change, and time management. Recently, Mr. Bush worked as a project manager for DRC in Harris County following Hurricane Harvey. He also serves as the main point of contact to Harris County Engineering during this time.

### EDUCATION

Lamar University, 1995-1997

Houston Area Plumbers Joint Apprenticeship Training, 1999-2003

### PROMINENT CERTIFICATIONS

40-Hour OSHA HAZWOPER

TX All-lines Ins. Adjuster (lic#2156078)

SafeLand USA

FEMA IS-100.c Introduction to Incident Command System, ICS-100

SafeGulf USA

H2S Awareness Training

CPR AED Certified

### OTHER CERTIFICATIONS

FEMA IS-200.c Basic Incident Command System for Initial Response

### NOTABLE PROJECTS

Hurricane Zeta — 2020

Hurricane Delta — 2020

Hurricane Sally — 2020

Hurricane Hanna — 2020

Hurricane Dorian—2019

Tropical Storm Barry—2019

Hurricane Michael—2018

Hurricane Florence—2018

Hurricane Harvey—2017

Hurricane Michael—2018

### EXPERIENCE

DRC Emergency Services, LLC

*Project Manager, 2017-Present*

- **Hurricane Michael, Jackson County, Florida.** Mr. Bush served as the project manager during DRC's response efforts for Hurricane Michael. Still activated in Florida working with FDOT, Mr. Bush's responsibilities included managing the daily logistical coordination of crews, heavy equipment, and support resources; implementing health and safety protocols to ensure that all work was completed safely; work flow and future crew movement planning; and daily work site documentation.
- **Hurricane Harvey, Harris County, Texas.** Mr. Bush served as the project manager during DRC's response efforts for Hurricane Harvey. Mr. Bush's responsibilities included managing the daily logistical coordination of crews, heavy equipment, and support resources; implementing health and safety protocols to ensure that all work was completed safely; work flow and future crew movement planning; and daily work site documentation. In addition to managing debris removal, Mr. Bush was the main point of contact for Harris County's Engineering Department for shutting down all DMS sites in the area.

Orion Water Solutions

*Field Service Supervisor/Operations Coordinator, 2014-2017*

- Served as the supervisor and coordinator for all of operations, including but not limited to; managed the logistics

of mobile equipment, chemical shipments, and all of personnel.

**Kellogg, Brown & Root-2003-2004**

***Foreman, (Djibouti, Africa), 2003-2004***

- Worked as the youngest foreman in the country to maintain and improve the infrastructure of a military base. With 16-18 local national crews, their work involved plumbing and construction jobs.

**MILITARY EXPERIENCE:**

**United States Army**

- *Squad Leader with the 4<sup>th</sup> Brigade/4<sup>th</sup> Infantry Division, 2007-2013*
  - *Jalalabad, Afghanistan.* Tasked with Base Defense Ops and served as a member of a QRF Team in support of Operation Enduring Freedom.





## **LISA GARCIA WALSH**

### **CONTRACTS MANAGER**

111 Veterans Boulevard, Suite 401 • Metairie, LA 70005

(888) 721-4372 • [Lgarcia@drcusa.com](mailto:Lgarcia@drcusa.com)

### **INTRODUCTION**

Ms. Garcia Walsh has overseen DRC's contracts since 2010. Her role is to maintain all contractual records and documentation, such as receipt and control of all contract correspondence. She is responsible for applying, renewing, and activating general contractor licenses nationwide as well as other authorizations and pre-qualifications. Additionally, she is responsible for invoicing, ticket reconciliation and coordination with subcontractors, municipalities and monitoring firms regarding accounting procedures. Ms. Garcia Walsh helps ensure data is collected and processed efficiently.

Ms. Garcia Walsh brings experience in data management operations following some of the largest debris generating natural disaster in recent history. She oversaw data collection and processing for state and federally funded projects. She assists with data management, invoice reconciliation, and project closeout.

Ms. Garcia Walsh has provided administrative assistance to DRC's management personnel on all major disasters since 2013. Prior to joining DRC, Ms. Garcia Walsh provided administrative assistance for emergency response projects involving FEMA protocol.

### **EDUCATION**

**Our Lady of Holy Cross College** – New Orleans, Louisiana

*Bachelor's Degree in Accounting – May 2015*

**Nunez Community College** – Chalmette, Louisiana

*Associates Degree in Business Technology – 2010*

### **PROMINENT CERTIFICATIONS**

Hazardous Waste Operations & Emergency Response – Initial

FEMA IS-100.b Introduction to Incident Command System, ICS-100

FEMA IS-100.pwb Introduction to the Incident Command System

FEMA IS-632.a Introduction to Debris Operations

FEMA IS-633 Debris Management Plan Development

FEMA IS-634 Introduction to FEMA's Public Assistance Program

FEMA IS-700 National Incident Management System (NIMS), An Introduction

FEMA IS-702.a NIMS Public Information Systems

### **OTHER CERTIFICATIONS**

FEMA IS-5.a

FEMA IS-201

FEMA IS-547.a

FEMA IS-803

FEMA IS-10.a

FEMA IS-244.b

FEMA IS-660

FEMA IS-806

FEMA IS-11.a

FEMA IS-315

FEMA IS-706

FEMA IS-906

FEMA IS-37.17

FEMA IS-317

FEMA IS-775

FEMA IS-907

FEMA IS-42

FEMA IS-324.a

FEMA IS-800.b

FEMA IS-909

FEMA IS-106.17

FEMA IS-453

FEMA IS-801

FEMA IS-2900

FEMA IS-200.b

FEMA IS-546.a

FEMA IS-802

### **NOTABLE PROJECTS**

Hurricane Zeta — 2020

Hurricane Delta — 2020

Hurricane Sally — 2020  
Hurricane Laura — 2020  
Hurricane Isaias — 2020  
Hurricane Hanna — 2020  
Tropical Storm Imelda — 2019  
Hurricane Dorian — 2019  
Tropical Storm Barry — 2019  
Hurricane Michael — 2018  
Hurricane Florence — 2018  
Hurricane Maria — 2017  
Hurricane Irma — 2017  
Hurricane Harvey — 2017  
Hurricane Matthew — 2016  
Louisiana Severe Storms and Flooding (DR-4277) — 2016  
Winter Storm Jonas — 2015

Houston, TX Flood -2015  
Winter Storm Pax — 2014  
Midwestern Tornado Outbreak — 2013  
Super Storm Sandy — 2012  
Hurricane Isaac — 2012  
Hurricane Irene — 2011  
BP Oil Spill — 2010  
Hurricane Gustav — 2008  
Hurricane Ike — 2008  
Hurricane Wilma — 2006  
Hurricane Rita — 2005  
Hurricane Ophelia — 2005  
Hurricane Katrina — 2005  
Hurricane Dennis — 2005

## **EXPERIENCE**

### **DRC Emergency Services, LLC — New Orleans, Louisiana**

#### ***Contracts Manager, November 2013-Present***

- Maintain contractual records and documentation such as receipt and control of all contract correspondence
- Ensure that signed contracts are communicated to all relevant parties to provide contract visibility and awareness, interpretation to support implementation
- Responsible for applying, renewing and activating general contractor's licenses nationwide; prequalification with Department of Transportation offices nationwide
- Responsible for Secretary of State annual filings and authorizations to do business

#### ***Project Administrator, July 2010-November 2013***

- Provided administrative assistance to the Chief Operating Officer, Regional Manager and several Project Managers for projects in Louisiana including, but limited to:
  - MC52 BP Oil Spill Clean Up
  - St. Bernard Road Project
  - Orleans Parish Sheriff's Office
  - Hurricane Isaac Recovery — Assisted project managers in several contracts, coordinated and managed personnel to scan and submit tickets to Mobile office)
- Project administrator for two demolition projects for the City of New Orleans; responsibilities included filing permits, making LA One Calls, review of all packets for demolition paperwork prior to demolition, attended monthly meetings with City of New Orleans and provided invoicing reconciliation
- Researched bids and RFPs throughout the United States

### **Law Offices of Christian D. Chesson — New Orleans, Louisiana**

#### ***Paralegal/Office Manager, September 2006-January 2009***

- Assisted in Chapter 7 Bankruptcy and Lemon Law documentation for clients
- Provided overall office management, including:
  - Client relations
  - Accounts payable/receivable
  - Administrative support to ten attorneys in the New Orleans office location
  - Liaison between the New Orleans office and the Lake Charles office locations

### **Advanced Cleanup Technologies, Inc. — Rancho Dominguez, California**

#### ***Administrative Manager, October 2005-May 2006***









- Director of Human Resources for the Southeastern Branch of ACTI
- Administrative office manager duties included: documentation and operational support for operations manager and project managers; invoicing for emergency response projects following FEMA protocol

## REFERENCES

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Please see the following required documents attached:

-  Checklist
-  Signature Page
-  W-9
-  SAM.gov Registration
-  Addendum 1 Acknowledgement
-  Sample Insurance Certificate
-  Bid Bond
-  Sample Contract

*The red lines within the Sample Contract represent suggested contract changes. DRC is amenable to changes and discussion relative to our suggestions.*



Boulder County Purchasing  
1325 Pearl Street  
Boulder, CO 80302  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

**UPDATED SUBMITTAL SECTION**

The proposer's attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the PROPOSAL.

**THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE:** Proposer will check each box indicating compliance:

INCLUDED	ITEM
✓	Name and Address of the Partners and Subcontractors if applicable
✓	A detailed project schedule with a completed updated rate sheet
✓	Information on the relevant experience of key personnel
✓	State your compliance with the Terms and Conditions in the Sample Contract contained in this BID. Specifically list any deviations and provide justification for each deviation.
✓	Submit three references for similar projects your company has completed within the last three years and contact information
✓	Sample Contract exceptions and additional terms
✓	Insurance Certificate
✓	Bid Bond
✓	W-9
✓	Signature Page
✓	Addendum Acknowledgement(s) (If Applicable)



Boulder County Purchasing  
1325 Pearl Street  
Boulder, CO 80302  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

**SIGNATURE PAGE**

Contact Information	Response
Company Name including DBA	DRC Emergency Services, LLC
List Type of Organization (Corporation, Partnership, etc.)	Limited Liability Company
Name, Title and Email Address of Person Authorized to Contract with Boulder County	Kristy Fuentes Vice President, Secretary/Treasurer Kfuentes@drcusa.com
Company Address	111 Veterans Boulevard, Suite 401 Metairie, LA 70005
Company Phone Number	(888) 721-4372
Company Website	www.drcusa.com

**By signing below I certify that:**

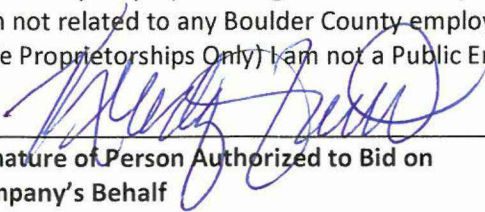
I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

(Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

  
\_\_\_\_\_  
Signature of Person Authorized to Bid on  
Company's Behalf

2/1/2022  
\_\_\_\_\_  
Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**DRC Pacific, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) **P**

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**PO Box 17017**

**6** City, state, and ZIP code  
**Galveston, Texas 77552**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

**or**

**Employer identification number**

\_\_\_\_

**Confidential**

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person **Date** **1/10/2022**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

## DRC EMERGENCY SERVICES, LLC

**DUNS** Unique Entity ID  
**557493983**

**SAM** Unique Entity ID  
**KLQXF6DU7EZ6**

CAGE/NCAGE  
**4A7V9**

Physical Address  
**6702 Broadway ST**  
**Galveston, Texas**  
**77554-8906, United States**

*Expiration Date*

May 19, 2022

*Registration Status*

● Active

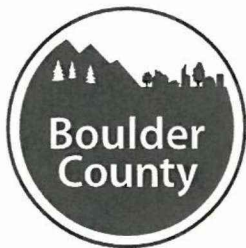
Purpose of Registration

**All Awards**

Mailing Address

**110 Veterans Memorial BLVD**  
**Suite 515**  
**Metairie, Louisiana**  
**70005, United States**

\*The DUNS number is currently the official Unique Entity ID



RECEIPT OF LETTER  
ACKNOWLEDGMENT

January 26, 2022

Dear Vendor:

This is an acknowledgment of receipt of Addendum #1 for RFP #7301-22, Private Property Structural Debris and Hazard Tree Removal Operations.

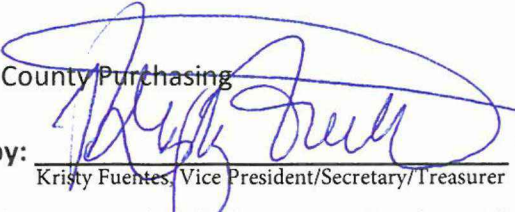
In an effort to keep you informed, we would appreciate your acknowledgment of receipt of the preceding addendum. Please sign this acknowledgment and email it back to [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) as soon as possible. If you have any questions, or problems with transmittal, please call us at 303-441-3525. This is also an acknowledgement that the vendor understands that **due to COVID-19, BIDS will only be accepted electronically by emailing [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org).**

Thank you for your cooperation in this matter. This information is time and date sensitive; an immediate response is requested.

Sincerely,

Boulder County Purchasing

Signed by:

  
Kristy Fuentes, Vice President/Secretary/Treasurer

Date:

1/27/2022

Name of Company DRC Emergency Services, LLC

End of Document





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McGriff Insurance Services, Inc. 10100 Katy Freeway, #400 Houston, TX 77043	<b>CONTACT NAME:</b> Julia Becvar <b>PHONE (A/C, No, Ext):</b> 713-877-8975 <b>E-MAIL ADDRESS:</b> jbecvar@mcgriff.com	<b>FAX (A/C, No):</b> 713-877-8974
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A :Crum & Forster Specialty Insurance Company		44520
INSURER B :The Phoenix Insurance Company		25623
INSURER C :Texas Mutual Insurance Company		22945
INSURER D :Argonaut Insurance Company		19801
INSURER E :		
INSURER F :		

**COVERAGES** **CERTIFICATE NUMBER:** Confidential **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Confidential	06/30/2021	05/26/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			05/26/2021	05/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			06/30/2021	05/26/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		05/26/2021	05/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution & Errors & Omissions			05/26/2021	05/26/2022	Contractor's Pollution \$ 5,000,000 Errors & Omissions \$ 5,000,000 Policy Aggregate \$ 5,000,000 \$ \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
County of Boulder and State of Colorado, a body corporate and politic are included as Additional Insureds on the General Liability, Pollution Liability, Automobile and Excess Liability policies. Waiver of Subrogation applies in favor of County of Boulder and State of Colorado, a body corporate and politic as respects the General Liability, Automobile, Workers' Compensation and Excess Liability policies. The General Liability Policy includes a Per Project Aggregate. Coverage is primary and non-contributory as respects to the General Liability, Automobile and Excess Liability policies. All as required by written contract subject to policy terms, conditions, and exclusions. In the event of cancellation by the insurance companies, the General Liability, Automobile and Excess policies have been endorsed to provide 30 days' Notice of Cancellation (except for non-payment) to the Certificate Holder shown below.

**CERTIFICATE HOLDER**

County of Boulder 1325 Pearl Street Boulder, CO 80302	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>R Michael Bredlove, Jr</i>
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**BID BOND****TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, DRC Emergency Services, LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto Boulder County, as Obligee, in the sum of Five Percent of the Greatest Amount Bid -- Dollars (\$ 5% G.A.B. ) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for RFP No. 7301-22, Private Property Structural Debris and Hazard Tree Removal Operations ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 1st day of February, 2022.

DRC Emergency Services, LLC

(Principal)

By: \_\_\_\_\_

*[Signature]*  
Vice President/Secretary/Treasurer

Travelers Casualty and Surety Company of America

By: \_\_\_\_\_

David T. Miclette

*[Signature]*  
, Attorney-in-Fact





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DAVID T MICLETTE** of **HOUSTON, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **1st** day of **February**, 2022



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



## **BOULDER COUNTY SAMPLE CONTRACT**

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the [Department] ("County") and [Supplier] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation into Contract:** The **Details Summary** is incorporated into this Contract. The **Contract Documents, which shall include Contractor's Proposal**, are incorporated into this Contract by reference, ~~except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.~~

2. **Work to be Performed:** Contractor agrees to perform the services as required by this Contract (the "Work"). County will assign Work on an as-needed basis. County may enter into contracts with other contractors to provide services the same as or similar to the Work. Individual scopes of work, costs, start dates, and any other relevant project details must be agreed to in writing by both Parties prior to start of such Work and such project-specific documents shall be incorporated into this Contract upon acceptance. **Contractor acknowledges that this contract does not guarantee Contractor any amount of Work.** Upon receipt of an assignment, Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the Work as described in the **Details Summary, Contract Documents**, and the project-specific documents mutually agreed upon in writing. Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.

a. **Time is of the essence with respect to Contractor's obligations in performing the Work.** By signing this Contract, Contractor certifies that it has sufficient resources capable of swift deployment to expediently complete the Work.

b. Contractor shall provide cost effective debris removal accumulated on the private properties detailed in the Contract Documents. For any additional work as directed by the County, whether such properties are public, private, commercial, or streets, schools, roads, or locally-owned facilities, Contractor shall be entitled to a Change Order to address such additional work.

c. As may be directed by the County in writing, and pursuant to a Change Order to be agreed between the parties, Contractor shall remove all debris from the County rights of way. Contractor will exercise the highest standard of care to prevent additional damage to any public or private property.

d. Contractor shall exert maximum effort to save from destruction items that property owners wish to save, such as trees and building foundations. Contractor is responsible for all claims of damage to private properties. Contractor shall make every effort to avoid damage to utilities (water, sewer, gas electric, communication lines). The County does not warrant that all utility facilities will be located prior to performance of the Work.

e. Contractor shall ensure that it has received all required approvals from the County and property owners before performing any Work on their property. Contractor shall not perform any Work on properties for which Contractor lacks sufficient consent and approvals.

**Commented [A1]:** NOTE - DRC is currently performing this work under another contract. DRC is willing to add such scope as a change to this contract if requested.

**Commented [A2]:** In the event such required approvals are not received prior to the SCHEDULED start of the work, Contractor shall be entitled to an equitable adjustment to the schedule and cost.

3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.

4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**. The **Contract Amount** is a not-to-exceed amount for the **Contract Term**. The cost of services shall be established on an as-needed, as-requested basis consistent with the terms of this Contract.

5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month for completion of any Work performed in the prior calendar month. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Billto: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. Properly-submitted invoices shall be paid by County within forty-five (45) days of its receipt. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.

6. Extra Time to Complete the Work (Additional Time only): If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, as reasonably determined in its sole discretion, may grant Contractor additional time to complete the Work by sending a written notice of extension to Contractor. An extension of time to complete the Work does not entitle Contractor to additional compensation from County.

7. Extension of Contract Term (Additional Time and Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**. The Parties agree that for any delay caused by the County (or party for which the County is responsible), Contractor shall be entitled to an equitable adjustment to the Contract Amount and an adjustment to the Final End Date.

8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor may perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations, provided any such designation does not unreasonably restrict Contractor's ability to complete the Work in a timely-manner. Contractor will otherwise set its own work schedule.

9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, the City of Louisville, the Town of Superior, the State of Colorado, the U.S. Government, and their agencies, elected and appointed officials,

**Commented [A3]:** NOTE – added to incorporate the County's response in Q&A Answer #43.



employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought by third-parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. **Nondiscrimination:** Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. **Information and Reports:** Contractor shall provide daily progress reports to the Monitor and County within 24 hours. Such reports shall contain, at a minimum; total quantity collected by type of debris, daily totals by debris type, and maps and description of the geographical areas addressed by the Contractor. Upon written request, Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other reasonably-relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information. Contractor shall retain all records related to the Work for a period of three (3) years following completion of the Work.

12. **Independent Contractor:** Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. **Termination**

a. **Breach:** Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-



breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

b. **Non-Appropriation:** The other provisions of this Contract notwithstanding, County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

c. **Convenience:** In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to Contractor.

14. **Contractor Obligations upon Termination or Expiration:** By the **Expiration Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the County, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the Expiration Date or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

15. **Payable Costs in Event of Early Termination:** If County terminates this Contract before the **Expiration Date**, Contractor's payments are limited to only (1) payment for Work satisfactorily executed and fully and finally completed, as determined by County in its sole discretion, prior to delivery of the notice to terminate, (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate, and (3) the reasonable and actual costs Contractor incurred in connection with fulfilling its obligations under Section 14. Nothing in this Section shall constitute a waiver by Contractor of any claims for damages associated with any lawsuit brought by Contractor; however, Contractor explicitly waives all claims it may have against the County for anticipatory profits or any other consequential, special, incidental, punitive or indirect damages.

16. **Remedies for Non-Performance:** If Contractor materially fails to perform any of its obligations under this Contract, County may, as reasonably determined at its sole discretion, exercise one or more of the following remedies (in addition to any other remedies provided by law or in this Contract), which shall survive expiration or termination of this Contract:

a. **Suspend Performance:** County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action as reasonably specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

b. **Withhold Payment Pending Corrections:** County shall permit Contractor to correct any rejected Work at the County's reasonable discretion. Upon County's request, Contractor must correct rejected work at Contractor's sole expense within the reasonable time frame established by the County. Upon full and final completion of the corrections satisfactory to the County, County will remit payment to Contractor.

**Commented [A4]:** NOTE – given the nature of this work (and the urgency related) Contractor will be incurring costs as of the date of signing which it shall be entitled to reimbursement for in the event Contractor is terminated for convenience.

c. Deny Payment: County may deny payment for any Work that does not materially-comply with the requirements of the Contract or that Contractor otherwise fails to provide or fully and finally complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

d. Removal: Upon County's request, Contractor will remove any of its employees or agents from performance of the Work, if County, as reasonably determined in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor may not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. Public Contracts for Services (C.R.S. §§ 8-17.5-101, et seq.): *The phrase "unauthorized worker" as used in this provision shall have the same and intended meaning as "illegal alien" as such phrase is used in C.R.S. §§ 8-17.5-101, et seq.* Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an unauthorized worker who will perform work under this Contract and further certifies that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract by participating in the E-Verify Program established under Pub. L. 104-28 or the department verification program established under C.R.S. § 8-17.5-102(5)(c). Contractor (i) shall not knowingly employ or contract with an unauthorized worker to perform work under this Contract; (ii) shall not enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an unauthorized worker to perform work under this Contract; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in the E-Verify program or department program; (iv) is prohibited from using either the E-Verify program or department program procedures to undertake preemployment screening of job applicants while this Contract is being performed; and (v) shall comply with any reasonable request by the department made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5). If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an unauthorized worker, Contractor shall (a) notify the subcontractor and County within three (3) days that Contractor has actual knowledge that subcontractor is employing or contracting with an unauthorized worker; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the unauthorized worker; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the

subcontractor has not knowingly employed or contracted with an unauthorized worker. Contractor's violation of this provision will constitute a material breach of this Contract, entitling the County to terminate the contract for breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County.

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County, such County consent may not be unreasonably withheld. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract. Contractor is responsible to ensure that its subcontractors comply with all federal, state, and local laws, regulations, ordinances, orders, and codes, as well as Boulder County policies, guidelines, and protocols and this Contract.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.

26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28. Colorado Open Records Act: County may disclose any records that are subject to and in accordance with public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.

29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.

30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

31. Representations and Warranties: Contractor represents and warrants the following:  
a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;



- b. The individual executing this Contract is authorized to do so by Contractor;
- c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
- d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.

33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.

34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.

35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.

36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.

37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.

38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

39. Limitation on Public Statements and Lobbying Activity: During the term of this Contract, Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor

shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. Limitation of Liability: NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

43. No Suspension or Debarment: Contractor certifies, and warrants for the Contract Term, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.

44. [For Contracts that require employees of Contractor to routinely perform more than fifteen (15) hours per month of county work in a county building.] COVID-19 Vaccine Requirement for Certain Contractors of the County: On September 28, 2021, the Boulder County Board of Commissioners adopted a COVID-19 vaccine requirement policy that applies to, as relevant here, all employees of independent contractors of the county that perform county work in a county facility. For purposes of this policy, "perform county work in a county facility" means any employee of an independent contractor that routinely performs more than fifteen (15) hours per month of county work that takes place in a county building. Under the county's COVID-19 vaccine requirement policy, these individuals are required to receive a COVID-19 vaccine unless a reasonable accommodation based on medical reasons or due to a sincerely held religious belief is

requested and approved. The policy requires that, by December 1, 2021, all individuals to which the policy applies must be fully vaccinated and submit proof of vaccination or have an approved reasonable accommodation in place. Therefore, beginning December 1, 2021, any employees of Contractor that perform county work in a county facility must be in compliance with the County's vaccine requirement policy unless Contractor can show proof that it is in compliance with its own COVID-19 vaccine requirement policy or is required by local, state, or federal law or regulation to be compliant with a COVID-19 vaccine requirement policy. By its execution of this Contract, Contractor hereby acknowledges and attests compliance with this provision. Contractor shall provide proof of compliance with this provision upon County's request.

45. Insurance: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this Section. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** and **Contact** listed in the **Details Summary**.

a. Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

**THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS:** *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

b. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

c. Insurance Obligations of County: County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.

d. Deductible: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

e. Primacy of Coverage: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.

f. Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

g. Requirements: For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:



i. **Commercial General Liability**

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

ii. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

iii. **Workers' Compensation and Employer's Liability**

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

iv. **Umbrella / Excess Insurance**

Umbrella/Excess Liability insurance in the amount \$1,000,000.00, following form.

v. **Pollution Liability**

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non- Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. County shall be named as an additional insured for ongoing operations and completed operations.

**[Signature Page to Follow]**

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of Contractor
Signature:		Signature:
Name:		Name:
Title:		Title:
Date:		Date:
↓↓ <i>For Board-signed documents only</i> ↓↓		
Attest:	<i>Initials</i>	
Attestor Name:		
Attestor Title:		

## **FEMA ADDENDUM**

### **OFFICE OF MANAGEMENT AND BUDGET**

#### **POST FEDERAL AWARD REQUIREMENTS FOR PROCUREMENT CONTRACTS**

This is an addendum to the **Contract, RFP 7301-22**, Contract (the "Contract") between **[contractor]** ("Contractor"), and Boulder County, (the "County").

A Federal award, as defined in 2 C.F.R. § 200.1, is being used to fund the Contract. Accordingly, the parties acknowledge that the above-referenced contract is subject to applicable provisions of 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other federal requirements identified in the award terms, assistance listing, and any other related federal guidance as any of these requirements may be amended. To the extent federal requirements are not included below or in the event of a conflict between federal guidance and the below, the terms of the federal requirements shall control.

This Addendum is hereby expressly incorporated into the contract between Boulder County and the Contractor. Regardless of any conflict of provisions language contained in the Contract, to the extent that the terms of the Contract and this Addendum conflict, the terms of this Addendum shall control.

**The applicability of the following contract provisions are described in brackets, below. As applicable, the following provisions are added and incorporated into the Contract:**

#### **ADDITIONAL FEMA REQUIREMENTS**

*[All contracts]*

- i. **Changes:** To be effective, any change to the Contract, including the alteration of any method, price, or schedule of work must be authorized pursuant to a written amendment executed by the parties.
- ii. **DHS Deal, Logo, and Flags:** Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- iii. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- iv. **No Obligation by Federal Government:** The United States Federal Government is not a party to the Contract and is not subject to any obligations or liabilities to County, Contractor, or any other party pertaining to any matter resulting from the contract.



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

**vi. Access to Records:** The following access to records requirements apply to this Contract:

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

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

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

(4) In compliance with the Disaster Recovery Act of 2018, County and Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**vii. Unexpected Discoveries, Previously Unidentified Historic Properties, or Unexpected Effects on Historic Properties:**

Upon notification by a Subrecipient of an unexpected discovery, or if it appears that a Undertaking has affected a previously unidentified property or affected a known historic property in an unanticipated manner, in accordance with Programmatic Agreement: National Historic Preservation Act, Section 106 compliance) Stipulation I.B.3(e), Recipient(s) Roles and Responsibilities, the Recipient(s) shall immediately notify FEMA and require the Subrecipient to:

a. Stop construction activities in the vicinity of the discovery.

b. Take all reasonable measures to avoid or minimize harm to the property until FEMA has completed consultation with the SHPO, participating Tribe(s), and any other consulting parties. Upon notification by the Recipient of a discovery, FEMA shall immediately notify the SHPO, participating Tribe(s), and other consulting parties that may have an interest in the discovery, previously unidentified property or unexpected effects, and consult to evaluate the discovery for National Register eligibility and/or the effects of the undertaking on historic properties.

c. If human remains are discovered, notify the local law enforcement office and coroner/medical examiner in accordance with applicable State statute(s), such as SDCL 34-27, and protect the remains from any harm.

d. Assist FEMA in completing the following actions, as required:

i. FEMA shall consult with the SHPO, participating Tribe(s), and other consulting parties in accordance with the consultation process outlined in Stipulation II, Project Review (Programmatic Agreement: National Historic Preservation Act, Section 106 compliance), to develop a mutually agreeable action plan with timeframes to identify the discovery or previously unidentified property, take into account the effects of the

Undertaking, resolve adverse effects if necessary, and ensure compliance with applicable Federal, State, and local statutes.

- ii. FEMA shall coordinate with the Recipient(s) and the Subrecipient regarding any needed modification to the scope of work for the Undertaking necessary to implement recommendations of the consultation and facilitate proceeding with the Undertaking.
- iii. In cases where discovered human remains are determined to be Native American, FEMA shall consult with the appropriate Tribal representatives and SHPO. In addition, FEMA shall follow the guidelines outlined in the ACHP's Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects (2007) and any state-specific policies that may be in force.

#### **Appendix II: Contract Provisions for non-Federal Entity Contracts Under Federal Awards**

**(A)** *[For contracts for more than the simplified acquisition threshold, 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]*

**Breach.** Any breach of the Contract by Contractor shall be governed by the termination and remedies provisions of the Contract. Additionally, in the event that the County incurs damages as a result of Contractor's breach, the County may pursue recovery of such damages from Contractor. The County further retains the right to seek specific performance of the Contract at any time as authorized by law. The County further retains the right to otherwise pursue any remedies available to the County as a result of the Contractor's breach, including but not limited to administrative, contractual, or legal remedies, as well as any applicable sanctions and penalties. Termination for cause and convenience are governed by the provisions of the Contract.

**(B)** *[All contracts in excess of \$10,000]*

**Termination.** Termination for cause and convenience are governed by the Termination and Related Remedies provision of the Contract.

**(C)** *[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]*

**Equal Employment Opportunity.** Contractor agrees to comply with the Equal Opportunity Clause provided under 41 CFR 60-1.4(a) (Government Contracts) and 41 CFR 60-1.4(b) (Federal Assisted Construction Contracts), 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." Contractor further agrees to include this provision, including the Equal Opportunity Clause or a reference thereto, in any subcontracts it enters into pursuant to the Contract.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:



Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**(D)** *[When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities]*

**Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** Contractor must fully comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. In accordance therewith, Contractor must 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.

**Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** Contractor must fully comply 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"). Pursuant to the Act, Contractor is 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 County shall report all suspected or reported violations of the Copeland "Anti-Kickback" Act to the Federal awarding agency.

(E) *[Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers]*

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Contractor must fully comply with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708), including 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. 3702 of the Act, Contractor is 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 purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. In the event of any violation of the clause set forth in this paragraph, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. The County can withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with this paragraph.

(F) *[If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a)]*

**Rights to Inventions Made Under a Contract or Contract.** For contracts entered into by the Contractor or the County 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 parties 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 Contracts," and any implementing regulations issued by the awarding agency.

(G) *[Contracts and subgrants of amounts in excess of \$150,000]*

**Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** All parties 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). All parties shall report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) *[For contract awards (see 2 CFR 180.220)]*

**Debarment and Suspension (Executive Orders 12549 and 12689).** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

Contractor attests that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(I) [For contracts exceeding \$100,000]

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

a. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

#### APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

##### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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



3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**(J)** *[All contracts]*

**Procurement of recovered materials (2 CFR §200.322).** All parties agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

**(K)** *[All contracts]*

**Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR**

**§200.216).** Contractor is prohibited from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**(L)** *[All contracts]*

**2 C.F.R. Part 25 Universal Identifier and System for Award Management.**

Subrecipient must obtain and provide to County a unique entity identifier pursuant to 2 CFR Part 25.

**(M)** *[All contracts]*

**2 C.F.R. § 200.322 Domestic preferences for procurements.** As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

**(N)** *[All contracts]*

**Civil Rights Requirements**

Subrecipient shall comply with all statutes and regulations prohibiting discrimination applicable to this award, which include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

#### Assurances of Compliance with Civil Rights Requirements

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal



financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

**(O)** *[All contracts]*

**Requirements for Drug-Free Workplace, 31 C.F.R. Part 20**

As a Subrecipient, you agree to comply with the requirements of the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq., as amended) that applies to grants. Specifically, Subrecipient agrees to:

(a) First, make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part. The specific measures that you must take in this regard are described in more detail in subsequent sections of this subpart. Briefly, those measures are to -

(1) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see §§ 20.205 through 20.220); and

(2) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see § 20.225).

(b) Second, identify all known workplaces under your Federal awards (see § 20.230).

**(P)** *[All contracts]*

**New Restrictions on Lobbying, 31 C.F.R. Part 21**

Subrecipient certifies, to the best of its knowledge and belief, that:

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

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

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

**(Q)** *[All contracts]*

**Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), the County encourages its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**(R)** *[All contracts]*

**Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225

(Oct. 6, 2009), the County encourages its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving.

**(S)** *[All contracts]*

**Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 C.F.R. § 200.321).**

If subcontracts are to be let, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. As set forth in 2 C.F.R. § 200.321(b)(1)-(5), such affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**From:** [Olivia Marino](#)  
**To:** [Purchasing](#)  
**Subject:** [EXTERNAL] OFFER # 7301-22  
**Date:** Thursday, February 3, 2022 1:05:18 PM  
**Attachments:** [image001.png](#)  
[Best Final Offer RFP #7301-22.pdf](#)

---

Good Afternoon,

Please see DRC Emergency Services, LLC's BAFO in response to OFFER # 7301-22 attached.

Thanks,



**Olivia Marino**

Proposal Writer | **DRC Emergency Services**

A: 111 Veterans Memorial Blvd, STE 401 | Metairie, LA 70005

P: [504.482.2848](tel:504.482.2848)

M:

**Personally Identifiable Information**

E: [omarino@drcusa.com](mailto:omarino@drcusa.com) W: [www.drcusa.com](http://www.drcusa.com)





**BEST AND FINAL OFFER**  
**Public Works – Resource Conservation**  
**Private Property Structural Debris and Hazard Tree Removal Operations**  
**RFP # 7301-22**

February 1, 2022

Thank you for your Proposal on RFP #7301-22. In review of the pricing received, Boulder County would like to request the below additional information from you for further consideration:

The Updated Rate Sheet includes Line Item #7, Per Parcel Debris, Ash, Vegetative, and Incidental Soil. Each bidder has submitted a Per Parcel unit price for this work based on an estimated 89 CY of material per parcel across the entire project area.

The project area is comprised of the following Operational Areas:

**Operation 1:** Unincorporated Boulder County

**Operation 2:** Town of Superior, Colorado

**Operation 3:** City of Louisville, Colorado

**Please provide Per Parcel rates by Operational Area, as follows:**

<b>#7 Per Parcel Debris, Ash, Vegetative, and Incidental Soil by Operational Area</b>					
		<b>Est quantity per parcel or units</b>	<b>Unit Price</b>		<b>Total</b>
<b>(a)</b>	<b>Operation 1</b>	<b>100 CY</b>	<b>\$433.40</b>	<b>Per Parcel</b>	<b>\$43,340.00</b>
<b>(b)</b>	<b>Operation 2</b>	<b>84 CY</b>	<b>\$405.95</b>	<b>Per Parcel</b>	<b>\$34,099.80</b>
<b>(c)</b>	<b>Operation 3</b>	<b>89 CY</b>	<b>\$383.14</b>	<b>Per Parcel</b>	<b>\$34,099.46</b>

**Rates submitted pursuant to this Offer will supersede prior responses to Updated Rate Sheet Line Item #7, Per Parcel Debris, Ash, Vegetative, and Incidental Soil.** Bidders are not required to respond to this request and in such an event the County will rely on the original proposal alone.

Note: These rates apply to a partial award only. For a total award apply original line item 7 \$31,140.21

**Submittal Instructions:**

Proposals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on February 3, 2022.**

**Please note that email responses to this solicitation are limited to a maximum of 50MB capacity.**

**NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. THIS INCLUDES GOOGLE DOCS AND SIMILAR SITES. ALL SUBMITTALS MUST BE RECEIVED AS AN ATTACHMENT (E.G. PDF, WORD, EXCEL).**

**Electronic Submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.**

Email [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org); identified as **OFFER # 7301-22** in the subject line.

All OFFERs must be received and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the proposer to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the proposer.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Contractors and their employees, subcontractors, and agents must comply with all federal, state, and local laws, regulations, ordinances, orders, and codes, as well as Boulder County policies, guidelines, and protocols.

**SIGNATURE PAGE**  
**OFFER #7301-22**

Failure to complete, sign and return this signature page with your proposal may be cause for rejection.

Contact Information	Response
Company Name including DBA	DRC Emergency Services, LLC
List Type of Organization (Corporation, Partnership, etc.)	Limited Liability Company
Name, Title, and Email Address of Person Authorized to Contract with Boulder County	Kristy Fuentes Vice President/Secretary/Treasurer Kfuentes@drcusa.com
Company Address	111 Veterans Boulevard, Suite 401 Metairie, LA 70005
Company Phone Number	(888) 721-4372
Company Website	www.drcusa.com

**By signing below I certify that:**

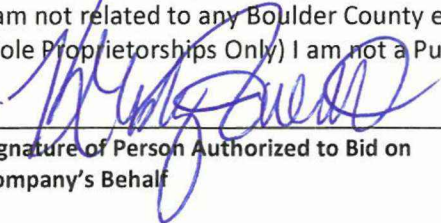
I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

(Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

  
\_\_\_\_\_  
Signature of Person Authorized to Bid on  
Company's Behalf

2/3/2022

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.





**WRITTEN INTERVIEW #1**  
**Public Works – Resource Conservation**  
**Private Property Structural Debris and Hazard Tree Removal Operations**  
**RFP # 7301-22**

February 3, 2022

This Written Interview #1 is issued in order to solicit additional information regarding each bidder's past performance and quality of service delivery. A Response will supplement the bidder's original proposal and Best and Final Offer, if submitted. If the County determines any Response, or portion thereof, to this Written Interview #1 is false or misleading, such determination shall be grounds for revocation of an award and immediate termination of a contract. **The County may draw a negative inference based on a bidder's failure to respond to this Written Interview #1.**

**Due to COVID-19, Written Interview #1 Responses will only be accepted electronically by emailing [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org).**

**INTERVIEW**

Please answer all questions. A "Yes" answer to any part of questions 1-5 requires a written explanation to be attached to the completed Written Interview #1.

1. Within the past five years, has your firm (under its current or any former name), any principal, owner, officer, or any person involved in the bidding or contracting process been the subject of any of the following:
  - a. A criminal investigation, judgment, or conviction for any business-related conduct constituting a crime, such as fraud, bribery, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?  
☒ Yes    ☐ No
  - b. A civil suit alleging fraud, bribery, price-fixing, bid collusion, or other claim related to truthfulness and/or business conduct?  
☐ Yes    ☒ No

c. A debarment, unsatisfied judgment, injunction, or lien obtained by a government agency?

☐ Yes ☒ No

d. A written notice of breach, suspension, or termination for breach (cause) in connection with a local, state, or federal contract?

☐ Yes ☒ No

e. A written claim or notice of contract breach in connection with a local, state, or federal contract?

☐ Yes ☒ No

f. An administrative proceeding or civil action seeking specific performance or damages in connection with any local, state, or federal contract?

☒ Yes ☐ No

2. Within the past five years, has your firm, any principal, owner, officer, or any person involved in the bidding or contracting process initiated or been subject to civil action in connection with any local, state, or federal contract?

☒ Yes ☐ No

**\*\*\*WRITTEN EXPLANATIONS TO ANY "YES" RESPONSE MUST BE ATTACHED TO THIS COMPLETED INTERVIEW FOR SUBMISSION\*\*\***

**CERTIFICATION:** The undersigned certifies that they:

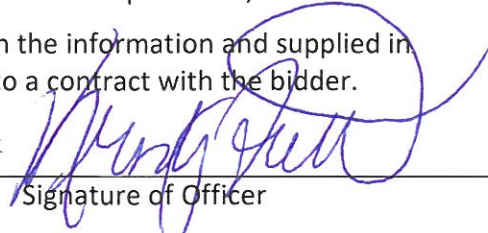
- Read and understand all of the questions;
- Have supplied full and complete responses to each item therein to the best of their knowledge, information and belief;
- Are knowledgeable about the bidder's business and operations; and
- Understand that Boulder County will rely on the information and supplied in this Written Interview #1 when entering into a contract with the bidder.

DRC Emergency Services, LLC

Name of Business

2/4/2022

Date

  
Signature of Officer

Kristy Fuentes

Name of Officer

**Submittal Instructions:**

Responses are due at the email box only, listed below, for time and date recording on or before **8:30 a.m. Mountain Time on February 4, 2022**.

**Please note that email responses to this solicitation are limited to a maximum of 50MB capacity.**

**NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. THIS INCLUDES GOOGLE DOCS AND SIMILAR SITES. ALL SUBMITTALS MUST BE RECEIVED AS AN ATTACHMENT (E.G. PDF, WORD, EXCEL).**

**Electronic submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.**

Email        [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org); identified as **Response to Written Interview #1 for RFP # 7301-22** in the subject line.

All responses must be received and time and date recorded at the purchasing email by the above due date and time. Sole responsibility rests with the Offeror to see that their response is received on time at the stated location(s). Any response received after due date and time will be returned to the bidder. No exceptions will be made.

The Board of County Commissioners reserve the right to reject any and all bids, to waive any informalities or irregularities therein, and to accept the bid that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.





RECEIPT OF LETTER  
ACKNOWLEDGMENT

February 3, 2022

Dear Vendor:

This is an acknowledgment of receipt of Written Interview #1 for RFP #7301-22, Private Property Structural Debris and Hazard Tree Removal Operations.

In an effort to keep you informed, we would appreciate your acknowledgment of receipt of the preceding written interview. Please sign this acknowledgment and email it back to [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) as soon as possible. If you have any questions, or problems with transmittal, please call us at 303-441-3525. This is also an acknowledgement that the vendor understands that **due to COVID-19, BIDS will only be accepted electronically by emailing [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org).**

Thank you for your cooperation in this matter. This information is time and date sensitive; an immediate response is requested.

Sincerely,

Boulder County Purchasing

Signed by:

Kristy Fuentes, Vice President/Secretary/Treasurer

Date:

2/3/22

Name of Company DRC Emergency Services, LLC

End of Document

# WRITTEN EXPLANATIONS

## *Response to 1a*

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In 2017, The Florida Attorney General initiated an investigation of most prime contractors (including others in this Boulder Solicitation) that took part in the Hurricane Irma recovery projects throughout Florida, including DRC, under the Florida anti-price gouging law. Following a detailed written response by DRC, and an in-person meeting explaining the reasons for the municipality's unilateral rate increase, the investigation was dropped.

## *Response to 1f*

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On August 29, 2018, and September 4, 2018, the Puerto Rico Department of Natural and Environmental Resources ("DNER") issue two clean-up orders to DRC in connection with two debris management sites on a hurricane recovery project for the Puerto Rico Department of Transportation and Public Works ("DTOP"). On September 15, 2018, DTOP issued a stop work order for the entire project because they had no more funds. On December 5, 2018, DTOP subsequently issued a Notice to Proceed and project operations re-commenced. By letter dated February 19, 2019, DNER fined DRC for failure to comply with its August and September 2018 clean-up orders despite DTOP shutdown of the project. DRC appealed the fines which were subsequently settled. DRC was not at Fault. It was simply one government agency telling us to stop, while the other one told us to go. We had to answer and do what our contracted customer told us to do, which was stop.

Terrebonne Parish Consolidated Government v. DRC Emergency Services, LLC, et al, Case No. 177363, 32nd Judicial District Court, Terrebonne Parish, Louisiana. Suit by the Parish claiming breach of contract in connection with a waterway dredging project. Immediately after suit, DRC met with Parish representatives and demonstrating that: (1) its dredging methods on the project complied with accepted industry standards; (2) the engineering design template could not be achieved due, in part, to (a) soil and waterway conditions, and (b) defects/flaws in the original project design and specifications; and, (3) DRC further asserted that claims by neighboring landowners were outside the scope of the parties' contract. The parties' dispute was settled. Under the settlement DRC performed limited repair work to adjacent tracts; no additional dredging was required of DRC. The project has now been accepted by the Parish and the lawsuit was dismissed May 4, 2017. Terrebonne Parish is now and has been a valued client of DRC still today. DRC is still working for the Parish following Hurricane Ida.

## *Response to 2*

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See responses to 1f above.

Additionally, DRC, along with several other disaster recovery prime contractors (including others in this Boulder Solicitation), recently filed protest actions with the U.S. General Accounting Office ("GAO") regarding the U.S. Army Corps of Engineers' award of multiple Advance Contract Initiative contracts to other prime contractors. The protests are currently pending with the GAO.