

CONTRACT INFORMATION SHEET CATAWBA COUNTY GOVERNMENT, NC

CONTRACT NUMBER:	Assigned by Purchasing <u>26-11-0396</u>
PARTIES TO CONTRACT:	Catawba County and DTS, Inc- Disaster Recovery Management
BEGINNING AND ENDING DATES:	May 11, 2011 – May 10, 2012
USER DEPARTMENT:	Emergency Services
DEPARTMENT RETAINING SIGNED ORIGINAL:	Purchasing
BRIEF DESCRIPTION OF PURPOSE OF CONTRACT:	Emergency Debris Removal
DOLLAR AMOUNT OF CONTRACT:	
ACCOUNT NUMBER – EXPENSE/REVENUE	*Required Field – When Applicable 110-260060-857900
WORD DOCUMENT SENT TO PURCHASING ON _____ FILE NAME:	
RETURN WHEN COMPLETED TO:	Purchasing

Date: _____

Attorney

Finance

X _____
County Manager (when applicable)

Department Head (when applicable)

Purchasing

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of May, 2011, by and between Catawba County, North Carolina, hereinafter termed the "Owner", and DTS, Inc., hereinafter termed the "Contractor".

WITNESSETH

WHEREAS, the Owner has caused to be prepared, in accordance with law, the Contract Documents for the work herein described, and has approved and adopted the Contract Documents, and has received a proposal for furnishing materials, labor and equipment for, and in connection with, all work as indicated in the Contract Documents, and in accordance with the terms of this Contract; and

WHEREAS, the Contractor, in response the Request for Proposals, has submitted to the Owner, in the manner and the time specified, a sealed Proposal in accordance with the terms of the Request for Proposals and Instructions to Bidders, all of which are incorporated in and become terms of this Agreement; and

WHEREAS, the Owner, in the manner prescribed by law, has examined and reviewed the Proposals submitted and, as a result of such review, has determined and declared the Contractor to be the successful bidder for said work, and has duly awarded to the said Contractor a Contract for and in consideration of the mutual covenants herein contained.

NOW, THEREFORE, the parties have agreed and do hereby agree, the Owner for itself and its successors, and the Contractor for itself, and its successors or executors and administrators, as follows:

SECTION A – SERVICES

The Contractor shall, from time to time, upon Notice to Proceed by the Owner, furnish Emergency Debris Removal and Management Services to the Owner, in accordance with the terms and conditions contained in the Request for Proposals attached hereto, and all addendums to the Request for Proposals.

SECTION B – COMPENSATION FOR SERVICES

The Contractor shall be compensated for services provided to the Owner under the terms of the Request for Proposals and in accordance to the attached Price Proposal Form. The Contractor shall provide to the Owner or the Owner's authorized representatives, access to any books, documents, papers, and records, electronic or otherwise, which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor shall retain records relating to this Agreement for three years after termination and all other pending matters are closed.

8. **Precedence:** This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any purchase order, requisition, notice to proceed, or like document regarding the Services.
9. **Survival:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Owner and the Contractor shall survive the completion of Services hereunder and the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have hereby caused this Agreement to be duly executed on the day and year first written.

THE COUNTY

By: Bryan D. Blanton

Emergency Services Director

Title

CONTRACTOR

By: Daniel McCann

President

Title

Date: 6/22/11

Date: 6-17-11



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2011

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 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 Brown & Brown of SC, Inc. 10 Falcon Crest Dr., Suite 100 Greenville SC 29607		CONTACT NAME: Jeanne McBride PHONE (A/C, No, Ext): (864) 234-8889 FAX (A/C, No): (864) 234-5373 E-MAIL ADDRESS: jmcbride@bbsouthcarolina.com PRODUCER CUSTOMER ID #: 00008032																			
INSURED Daniel's Tree Service, Inc., DBA: DTS, Inc. 326 E. Darby Rd. Taylors SC 29687		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A</td><td>Maxum Indemnity Company</td><td>26743</td></tr><tr><td>INSURER B</td><td>Rockhill Insurance Company</td><td></td></tr><tr><td>INSURER C</td><td>Ace American Insurance Co</td><td>22667h</td></tr><tr><td>INSURER D</td><td>Catlin Insurance Company</td><td></td></tr><tr><td>INSURER E</td><td>American Guarantee</td><td></td></tr><tr><td>INSURER F</td><td></td><td></td></tr></table>		INSURER A	Maxum Indemnity Company	26743	INSURER B	Rockhill Insurance Company		INSURER C	Ace American Insurance Co	22667h	INSURER D	Catlin Insurance Company		INSURER E	American Guarantee		INSURER F		
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COVERAGES**CERTIFICATE NUMBER:** 2011-2012**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.

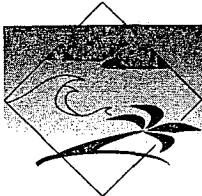
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	BDG0054903-01	2/21/2011	2/21/2012	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
D	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO					
	<input checked="" type="checkbox"/> ALL OWNED AUTOS		BAP932899701	2/21/2011	2/21/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					Uninsured Motorists \$ 350,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					Underinsured Motorists \$ 350,000
	DEDUCTIBLE					EACH OCCURRENCE \$ 5,000,000
	RETENTION \$		RXSLRU00061700	2/21/2011	2/21/2012	AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	6S62UB0525N23610	3/29/2011	3/29/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 1,000,000
D	Contractors Equipment		IMI200831-0212	02/21/2011	02/21/2012	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	Ded: \$2,500 / \$1,000					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						Scheduled Equipment \$570,000
						Unscheduled Equipment \$ 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder Shall Be Named As Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

Catawba County Attn: Purchasing Agent 100-A Southwest Blvd. P. O. Box 389 Newton, NC 28658	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 Herbert McBride/JAM <i>Herbert McBride</i>



DTS, INC.

DISASTER RECOVERY MANAGEMENT

To Whom It May Concern:

Daniel's Tree Service, Inc. (DTS, Inc.) headquartered in Greenville, South Carolina was founded in 1979 by Daniel McClaran. DTS has been influential for over 25 years in residential and commercial tree care. In 1989, DTS expanded into disaster relief management and has grown into the largest disaster relief management firm in the state of South Carolina. DTS specializes in the collection, temporary storage, reduction and disposal of all disaster-related debris.

We have over 18 years of experience in tree removal and trimming on city right of ways, debris management, grinding, trucking and disaster recovery during ice storms, hurricanes, and tornados. Our qualified management staff include arborists, schooled in urban forestry, who provide recommendations as to the labor and equipment requirements for vegetative and construction debris removal. We also have staff with experience working closely with FEMA. DTS, Inc has been awarded 10 pre-event contracts: Allendale County, SC, Barnwell County, SC, Edgefield County, SC, Greenville County, SC, McCormick County, SC, South Carolina DOT, Greater Greenville Sanitation, SC, Forsyth County, GA, Jefferson County, GA, and Gordon County, GA. We are also prime contractor for North Carolina and Virginia DOT.

As part of our bid package we are offering the expertise of our office staff. We are able to accurately track all elements of storm clean up for timely reporting to government agencies for reimbursement. We are able to reduce errors and produce invoices for payments along with printed reports for all contractual agencies.

Included in our response to this proposal are our site management plan, subcontractor list, and equipment and personnel resources. Please also note our financial capabilities, bond rating, certificate of insurance, and all other support documentation.

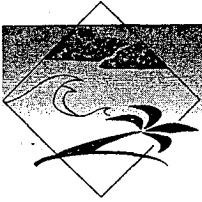
We have read and understand the requirements and specifications of this proposal. We certify that the information in this proposal is in all respects fair and in good faith without collusion or fraud.

Thank you for the opportunity to allow us to introduce ourselves. Should we be awarded this contract we are ready to work closely with your staff on an immediate and safe clean up of your community.

Sincerely,

Daniel McClaran

975-9334

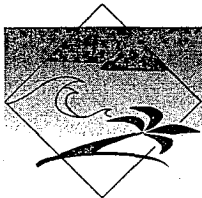


DTS, INC.

DISASTER RECOVERY MANAGEMENT

DTS, Inc. is located in Greenville, South Carolina.

DTS, Inc. is less than 100 miles and less than 2 hours from Newton, North Carolina



DTS, INC.

DISASTER RECOVERY MANAGEMENT

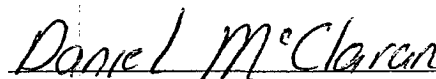
AUTHORIZED REPRESENTATIVES

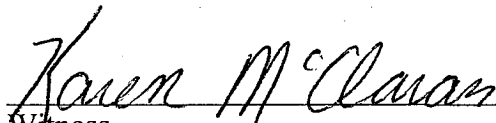
Name: Daniel McClaran
Title: Owner/President
Address: 326 East Darby Road, Taylors, SC 29687
Phone: 864-915-9334
Fax: 864-895-4807
Email: daniel@dts-inc.org
DUN# 949981443

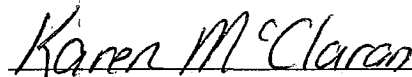
Name: Al McClaran
Title: Disaster Recovery Specialist
Address: 326 East Darby Road, Taylors, SC 29687
Phone: 864-449-3301
Fax: 864-895-4807
Email: amccclaran@dts-inc.org

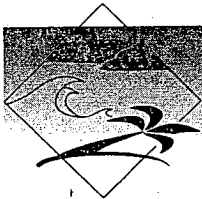
I declare that this proposal is in all respects fair and in good faith without collusion or fraud and that I (Daniel McClaran) have the authority to bind the principal proponent.


Daniel McClaran


Print


Witness


Print



DTS, INC.

DISASTER RECOVERY MANAGEMENT

DEBRIS REMOVAL SYNOPSIS

DTS will provide all personnel, materials, and equipment necessary to conduct the timely removal of debris. The work will consist of clearing and removing disaster generated debris as directed by the owner.

We will clear debris from public roadways, load, haul and dump debris at an approved Temporary Debris Storage and Reduction Site (TDSRS) or an authorized landfill.

MOBILIZATION

DTS will utilize all of their resources including qualified local area contractors, in the event of a disaster and the Senior Project Manager will be at your location to conduct damage assessment with local officials.

DTS will provide, upon receiving a "NOTICE TO PROCEED," a twenty-four (24) hour response time. The Senior Project Manager will determine the maximum response needed from the initial damage assessment.

CERTIFICATION OF LOAD CAPACITIES AND EQUIPMENT CHECK-IN

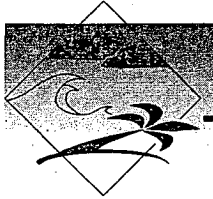
DTS shall submit to the owner, documentation signed by representatives of DTS and Subcontractors indicating the type of vehicle, make and model, license plate number, DTS equipment number, and measured maximum volume (in cubic yards) of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment utilized to haul debris will be calculated from actual physical measurement performed by DTS and a representative by the owner. Department of Public works and FEMA representatives are encouraged to participate in these measurements. A certification sign will verify actual physical measurements and will be attached to the side of each piece of equipment.

OPERATION OF EQUIPMENT

DTS will operate all trucks, trailers, and other equipment in compliance with all applicable Federal, State and Local rules and regulations. All equipment will be in good working condition. All loading equipment will be operated from the road, street, or right of way using buckets and/or boom and grapple device to collect and load debris. No equipment will be operated behind the curb or outside of the defined roadway/shoulder section unless directed by the owner.

All trucks and trailers used to haul debris will be capable of rapidly dumping their load without the assistance of other equipment, and be equipped with a tailgate that will effectively contain the debris during transport and permit the trucks and trailers to be filled to capacity.

Sideboards may be used on trucks and trailers utilized to haul debris. They may not exceed 18 inches in height and must be of sound, sturdy construction and be maintained in good condition at all times.



DTS, INC.

DISASTER RECOVERY MANAGEMENT

EQUIPMENT SIGNAGE

Prior to commencing operations, DTS will affix signs to each piece of equipment indicating our corporate name and a unique equipment identification number. One sign will be placed on each side of the equipment. For those trucks, trailers, and other pieces of equipment intended to haul debris, the maximum volume (in cubic yards) of the load bed will be shown. Signs will be maintained in an easily readable fashion for the duration of the work. Minimum letter size will be 3 inches in height.

WORKING HOURS

DTS will conduct debris removal operations that generate noise levels above that associated with routine traffic flow, during daylight hours only. Work will be performed 7 days a week. Adjustments to these work hours will be coordinated between DTS and the owner.

SCHEDULED PASSES

DTS will make two scheduled passes of each site, location, or area assigned by the owner to collect and remove debris brought to the edge of the right-of-way. This manner of debris removal is required to allow citizens and local government agencies to return to their properties and bring all debris to the edge of the right-of-way adjacent to the property. Sufficient time shall be scheduled between subsequent passes to accommodate reasonable recovery by citizens, local government agencies, and public schools. Also at which time all citizens' complaints regarding property damage incurred by haul trucks would be addressed and repaired to the satisfaction of homeowners and the owner.

TRAFFIC CONTROL

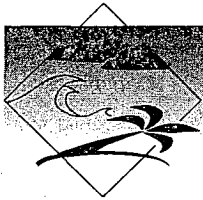
DTS will mitigate the impact of debris removal operations on local traffic to the maximum extent practicable. DTS is responsible for establishing and maintaining appropriate traffic control in and around all work areas. DTS shall provide sufficient signs, flag-persons and barricades to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be conducted in accordance with all applicable Federal, State, and local laws, regulations, and ordinances governing personnel, equipment and work place safety. Traffic Control Plans will be developed on a site-specific basis.

DEBRIS SEGREGATION

Debris will be scattered throughout the area in the form of fallen and uprooted trees, fallen branches, and other small and large vegetative debris. Additionally, mixed debris consisting of Construction and Demolition (C&D) material is to be expected. Vegetative debris will be segregated from non-eligible debris at the loading location.

HOUSEHOLD/HAZARDOUS WASTE AND WHITE GOODS DISPOSAL

Household hazardous waste, hazardous materials, and white goods will be segregated at the loading location. These materials will be disposed of in accordance with the contract ensuring Local, State, and Federal laws, standards, and regulations are adhered to.



DTS, INC.

DISASTER RECOVERY MANAGEMENT

STUMPS

Tree stumps exceeding 24 inches in diameter, but no taller than 18 inches above grade (including the root ball) will not be removed unless they are at least 2/3 uprooted, present a hazard to traffic or to public safety, or the Contractor is directed by the owner to remove the stump.

During the second pass, a stump and root removal crew will be formed to extract, remove, and backfill the larger stumps. This crew will consist of a large loading unit (grapple backhoe or loader) and a lowboy trailer. Backfill material will be soil.

DEBRIS TRANSPORTATION AND SECURITY OF DEBRIS DURING HAULING

Debris will be transported from the streets, where it will be collected and hauled to the TDSRS in trucks. The types of trucks that will be used during the project will be self-loading grapple trucks, dump trucks and tractor-trailer dump trucks. All trucks are required to have a means of preventing debris from falling from the trucks during transportation. The most viable means for this is the use of pen-weave fencing material that is light and easy to handle, yet durable. DTS will be responsible for the security of debris on/in each piece of equipment utilized to haul debris. Prior to leaving the loading site, DTS will ensure that each load is secured and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport.

TDSRS CLOSE OUT

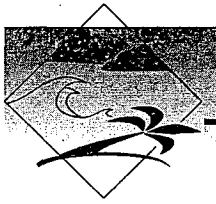
When the project is complete, DTS reclaims the site to the satisfaction of the Owner, affected property owners, and in accordance with the applicable federal, state, and local regulations. Reclamation includes the completion of the processing activities to include at a minimum removal of all equipment and debris, grading of the site to pre-use, and seeding and mulching of the exposed areas.

EVENT DIRECTOR

The Event Director will serve as the principal liaison between the owner and DTS forces. The Event Director will be knowledgeable in all facets of DTS operations and will have the authority to bind DTS. The Event Director will be on call twenty-four (24) hours per day, seven (7) days per week and will be capable of receiving relevant contractual information and requests. The Event Director will participate in daily progress meetings and any disaster exercises the owner may conduct. The Event Director will be physically capable of responding to the owner within thirty minutes of notification.

SENIOR PROJECT MANAGER

The Senior Project Manager will be on site at the TDSRS to coordinate hauling assignments and supervise all facets of the Disaster Recovery Project. He/She will be available 24 hours a day and 7 days a week. The Senior Project Manager will participate in daily progress meetings and will be physically capable of responding to the owner within thirty minutes. The Senior Project Manager will manage zoning assignments and communicate with all subcontractors involving any issues that may arise.



DTS, INC.

DISASTER RECOVERY MANAGEMENT

Debris Removal and Disposal Operations Plan

Daniel's Tree Service, Inc. (DTS) upon receipt of Notice to Proceed will have our Disaster Recovery Team physically in your jurisdiction to direct initial operations.

EMERGENCY DEBRIS CLEARANCE (PUSH)

Debris down on project approved routes will be cut and pushed to the edge of the right of way. This will open traffic in each direction for the passage of emergency response vehicles and to allow future utility restoration efforts. Pre-designation of the routes is critical.

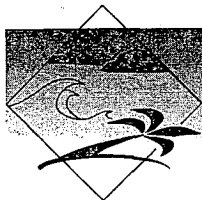
This operation is accomplished when time is of the essence, normally during the first 70 hours after the disaster event. Temporary Debris Storage and Reduction sites (TDSRS) will also be made ready for operations during this time. Monitoring assignments should be included for this phase of operations and satellite photography of the affected areas should be obtained for documentation purposes.

The emergency clearance of roadways is best accomplished through close coordination and advance planning utilizing local authorities. By pre-assigning crews a rapid response can be achieved to a particular route. This will result in a spider-web effect of open roadways throughout the community. In addition, these crews can make initial damage assessment reports to the Senior Project Manager.

PRIORITIES ARE AS FOLLOW:

- 1.) The first priority of roads to be cleared are those primary streets and highways that provide for post event evacuation and/or access to hospitals, shelters, police, fire and rescue stations, airports, and other facilities providing vital public service.
- 2.) The second priority of streets and highways to be cleared of debris are those that provide access to components of the public and private utility system that are vital to the restoration of essential utility services, such as electrical power stations and substations, municipal potable water and sanitary sewer pumping stations, and communication stations and tower.
- 3.) The third priority of roadways to be cleared will be collector streets and other major highways.
- 4.) The fourth priority will be all residential streets and access ways.

The equipment utilized during the Emergency Roadway Clearance operations will be chainsaws with operators and rubber tired vehicle, including front end loader/backhoes, bobcat-type loaders, loaders with grapples or rakes, and other similar specialized equipment.



DTS, INC.

DISASTER RECOVERY MANAGEMENT

KEY PERSONNEL

Daniel McClaran, Owner/President/CEO

He is sole owner, President and Chief Executive Officer of DTS, Inc. He has over 25 years of experience in tree service operation, land clearing, right of way clearing, grinding debris, disposal site management and disaster recovery and response.

Karen McClaran, Chief Financial Officer

Mrs. McClaran serves as the administrative and accounting manager. She has overall responsibility for financial reconciliation involving all projects.

Al McClaran, Disaster Recovery Specialist

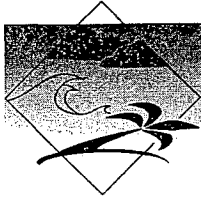
Mr. McClaran is our Senior Project Manager and has experience in all phases of disaster response and recovery. He serves as a Project Manager on all events, and will remain on site during the entire project to coordinate with local officials, FEMA, Emergency Management, and any other required agencies.

Jim Brown, Manager for Disaster Response Division

Mr. Brown has substantial experience in disaster response and recovery. Mr. Brown will work closely with Mr. McClaran and Mr. McClaran by providing on site management and supervision. He has owned and operated several companies that coordinate with Disaster Relief Management that include: trucking, landfill, and real estate. He has a B.S. degree in Philosophy Studies.

Steven Griffith, Manager for Disaster Response Division

Mr. Griffith has substantial experience in disaster response and recovery. Mr. Griffith will work closely with Mr. McClaran and Mr. Brown by providing on site management and supervision.



DTS, INC.

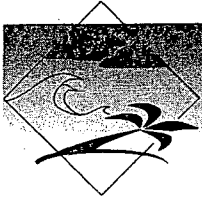
DISASTER RECOVERY MANAGEMENT

Jennifer Simons, Controller/Contract Manager

Mrs. Simons is responsible for overseeing the finances and operations for all projects. Maintains all daily office operations, including management of the facility, furnishings and equipment, formulating contracts and provides assistance to the field office as needed. She is a Notary Public for the State of South Carolina (commission expires 04/05/2016), has an A.S. degree in Graphic Technology and is certified in Continuous Process Improvement.

Laura Young, Contract Manager's Assistant

Ms. Young coordinates and executes contracts, assists our contract manager with payroll submission, and provides support to our field office on an as needed basis.

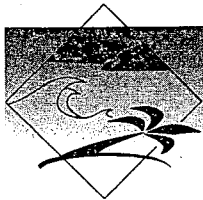


DTS, INC.

DISASTER RECOVERY MANAGEMENT

FEMA CERTIFICATIONS HELD BY KEY PERSONNEL

- NIMS
- Community Hurricane Preparedness
- Decision Making & Problem Solving
- Disaster Basics
- Effective Communication
- Emergency Planning
- Emergency Program Manager: An Orientation to the Position
- Introduction to Hazard Mitigation
- Introduction to Hazardous Materials
- Leadership & Influence
- Principles of Emergency Management
- State Disaster Management
- Citizens Guide to Disaster Assistance
- Role of the Emergency Operations Center in Community Preparedness, Response & Recovery
- Household Hazardous Materials a Guide for Citizens
- Debris Management Planning for State, Tribal, and Local Officials
- Fundamentals of Emergency Management
- Safety Orientation 2010

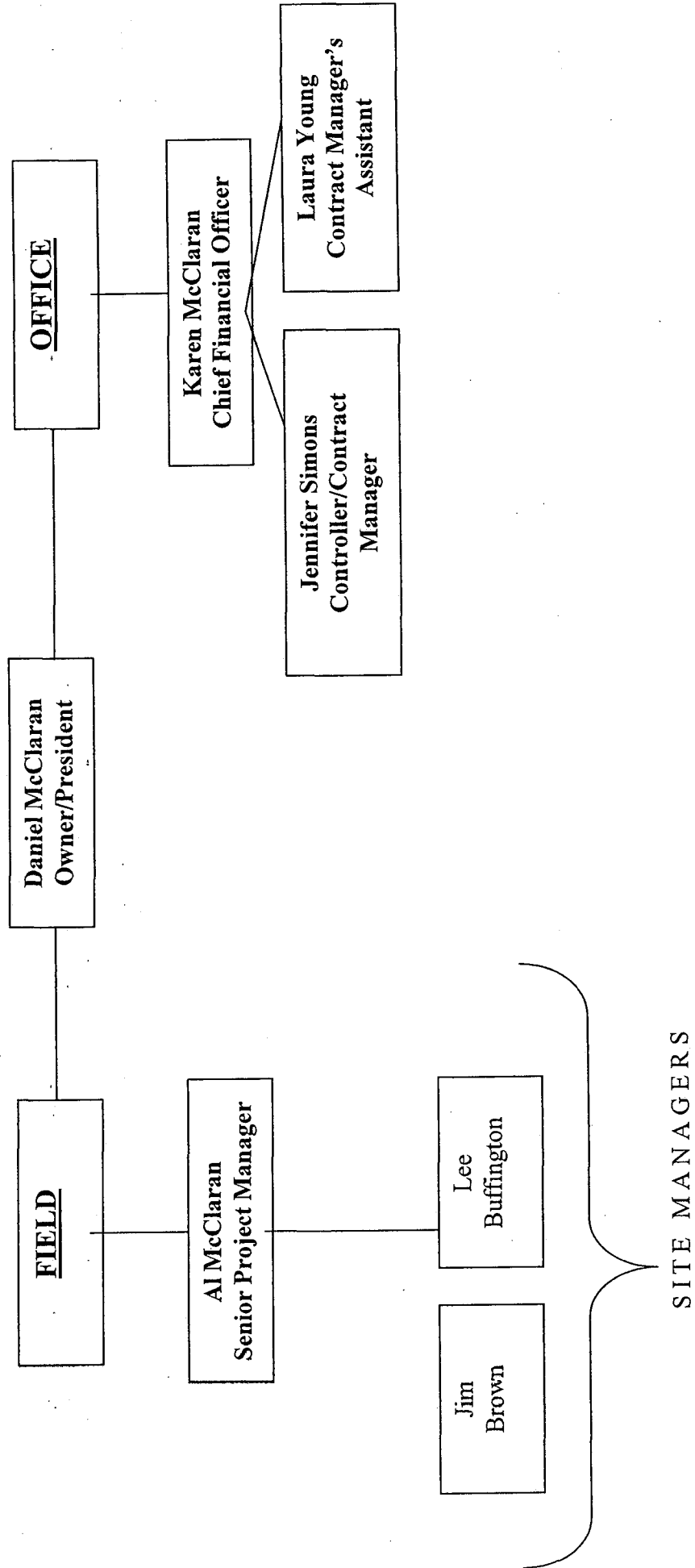


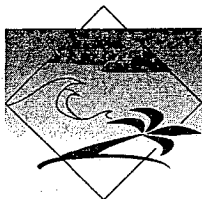
DTS, INC.

DISASTER RECOVERY MANAGEMENT

- An In –depth Guide to Citizen Preparedness
- Mission Assignment Overview
- Coordinating Environmental & Historic Preservation Compliance
- Initial Ethics Orientation
- Introduction to the Incident Command System
- Introduction to the Public Assistance Process
- Introduction to Debris Operations in FEMA's Public Assistant Program
- Introduction to Individual Assistance
- Guide to Points of Distribution

DTS ORGANIZATIONAL CHART





DTS, INC.

DISASTER RECOVERY MANAGEMENT

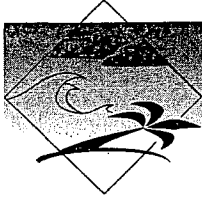
DTS Debris Management Plan

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Purpose

This document will define roles, responsibilities, and procedures and provide guidance for development and implementation of all elements involved in managing debris removal operations.

Concept of Operations

The concept of operations describes how debris management activities will be conducted in response to debris generating events as a phased approach. The phased approach is a four-step cycle that includes normal operations, increased readiness, response, and recovery.

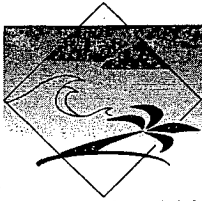
All communities have unique circumstances that impact their responses to disaster events, based on local business/industry, land use, size of the community, topography, economics, etc. The county must address those unique circumstances during the development of the plan. This focus is necessary to address the extraordinary demands placed on public/private resources for debris management following a disaster event.

Debris Management Cycle

Normal operations

Prior to an emergency/disaster the county, townships, cities, and villages will designate a debris management coordinator (DMC). The DMC will be responsible for reviewing and updating the plan as needed. This plan will include the following sections:

1. List of Contacts and Job Descriptions: To include current information on name, addresses, phone numbers (office, home, pager, and cell) fax and email.
2. Right-of-Entry/Hold Harmless Agreements: Disaster response activities may require entering private property to remove debris that is a threat to the health and safety of occupants. XXXX Attachment XXX to this document includes a sample Right of Entry/Hold Harmless agreement.
3. Debris Removal: Establish a process for debris removal from public and private properties. Priorities for removal will be determined during the response phase.
4. Temporary Debris Storage and Reduction (TDSR) Site: The county, townships, cities and villages will evaluate and select locations that may be used as TDSR sites. Preference



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should be given to public property rather than private. The following issues will be addressed during normal operations for a TDSR site.

- ◆ Location: Care should be taken in selection of TDSR sites. Land use, proximity to housing, and other factors that may impact the use of the site should be taken into account.
- ◆ Operations: Monitoring receipt of debris and verifying types of debris received are critical functions for successful operation of a TDSR site. Included in the attachments to this document is a sample TDSR site layout.
- ◆ Closeout: In order to close out a TDSR site, care should be taken to restore the site to its original condition in an environmentally friendly and timely manner. Included in the attachments to this document is a checklist for site closeout.

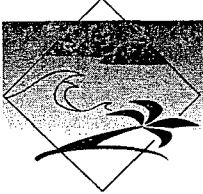
5. Environmental Compliance: Following a disaster event, compliance with environmental protection laws and regulations is still required. Federal and State Environmental Protection Agencies and local Health Departments should be consulted for applicable regulatory requirements.

6. Documentation: Documentation of debris management activities is important for potential reimbursement of costs. In addition, documentation is important to record activities performed and authorizations granted, and to develop a historical record for updating plans. Documentation of activities is the responsibility of those performing work as well as those who provide oversight and direction. At a minimum, documentation needs to address the following:

- ◆ Labor, equipment, rental fees and material costs.
- ◆ Use of volunteered resources, including labor.
- ◆ Administrative expenses.
- ◆ Disposal costs.
- ◆ Types of debris collected and amounts of each type.

Increased Readiness

In some instances there is a warning that a disaster may occur. This section covers actions taken in the event of a potential debris-generating event. Actions for consideration include:



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Alerting Personnel: Procedures for alerting personnel should be available in the County Emergency Operations Plan (EOP).

Reviewing and Updating the Plan: Ensure personnel understand roles and responsibilities for plan implementation. Review debris management plan, existing contracts, right of entry/hold-harmless agreements, and other contracts necessary to conduct debris management activities.

Reviewing Waste Management Options: Ensure pre-selected temporary debris storage and reduction sites are currently available for use. Identify alternative locations if necessary. Ensure authorized waste transfer or disposal facilities are currently operational. Identify alternative facilities if those used during normal operations have been impacted by the disaster.

Response

Response to a disaster is a very important step for setting the tone on how the recovery will go. This section covers the response phase of a debris-generating event. Actions necessary in the short-term response phase include:

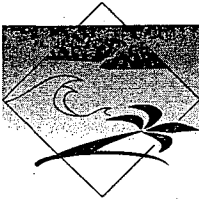
Activation of the Plan: The Debris management staff will be a component of the Emergency Operations Center (EOC) and will coordinate and manage debris removal operations.

Establishment of Debris Removal Priorities: When a debris generating event occurs there is an immediate need for prioritization of actions. Debris may include fallen trees, limbs, trash, furniture, food waste, scrap tires, utility poles and wires, vehicles, building materials, hazardous materials, infectious materials, animal carcasses, silt and mud, etc. Develop and implement a priority system for debris removal. The first priority shall include roadways that allow ingress and egress to the critical public facilities such as fire stations, police stations, hospitals, and other critical facilities. Other essential, but perhaps not critical facilities include schools, municipal buildings, water treatment plants, wastewater treatment plants, power generation units, airports, temporary shelters for disaster victims, etc. The county will need to prioritize debris removal from roadways that allow ingress or egress to these facilities.

Activation of standby contracts: Standby contracts are contracts with companies that make the company available for assistance in the event of a debris generating event. The standby contracts are in place before a disaster occurs. Develop a list of standby contracts that are reached between the community or county and contractors.

Tracking of Resources: Procedures for tracking resources are available in the County EOP. The level of detail in the tracking system will be dependent upon the size and magnitude of the disaster.

Meetings and Briefings: Procedures for holding meetings and providing briefings are available in the County EOP. The main purpose of the meetings is to brief EOC staff on current and future debris management activities. Debris management staff should participate in all EOC meetings



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and provide briefings as necessary.

Review of Documentation Process: Evaluate when and why decisions were made to perform certain actions. Examples may include site selection for TDSR sites, debris removal priorities and demolition of public/private structures.

Recovery

This phase of the debris management cycle covers actions necessary to complete the debris removal, reduction, and disposal activities, based on damage assessment of the disaster. Actions necessary for recovery from debris-generating events include:

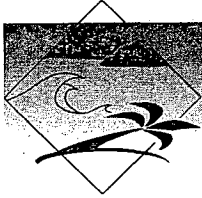
1. Public Property/Rights-of-Way Debris Removal: Debris deposited on public lands including the right-of-way will be the responsibility of local government. In many cases, private property owners will move event related debris to the public right-of-way for removal by government forces. Government forces or volunteers may assist private property owners if necessary to remove event related debris that poses a health and/or safety threat.

2. Private Property Debris Removal: Debris deposited on private property is the responsibility of the property owner. The plan must include procedures for notifying the public of debris removal schedules. The key is to provide all information regarding pickup times and locations for private property owners so that debris removal activities proceed efficiently. The county should also provide instructions to the property owners for separation of debris and steps to follow if they are unable to put debris from their property on the curbside for pickup. The county, township, city or village may utilize volunteers or voluntary groups to assist property owners.

Debris removal operations will usually include curbside pickup service, which will be conducted either by the local public works or by a contractor. Contractors operate under contracts described earlier such as time and material, unit price or lump sum. Public works employees and contractors will pick up debris and haul it to either a temporary debris removal site or to a regulated waste facility.

3. Hazardous Waste Removal: The county, township, city or village will work closely with federal and state environmental protection agencies to ensure proper removal and disposal of hazardous waste from commercial operations as well as from private property. A separate staging area for hazardous waste should be established and should include lining with an impermeable material so chemicals do not leak into the groundwater and soil.

4. Location of Existing Facilities: Develop a list of operating facilities within the county that can accept varying types and amounts of debris. This might include landfills, transfer facilities, infectious waste treatment facilities, scrap tire storage and recovery facilities, composting facilities, and recycling facilities. The county should also be aware of companies authorized to transport scrap tires and infectious waste. Identify alternative



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facilities if those used during normal operations have been impacted by the disaster. Include the list as an appendix to this plan.

5. Temporary Debris Storage and Reduction Sites: When the debris is removed from damaged areas, it may be taken to a TDSR. The county should implement procedures for selection, operation, and closure of TDSR's.

6. Debris Reduction Methods: There are several methods of debris reduction. Each of the methods of debris reduction must comply with local ordinances and State environmental regulations.

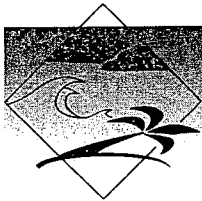
7. Temporary debris storage and reduction site closeout: After the debris has been completely removed from the TDSR, the site must be returned to its previous use. The county needs to follow procedures for site closure.

8. Contract Monitoring: In the event contracts are in place for debris removal, monitoring of contractors is a very important issue. The county may hire local personnel or a monitoring firm for contract monitoring. Contract monitoring verifies that the following actions are taking place:

- ◆ Debris being picked up is a direct result of the disaster.
- ◆ Trucks hauling debris are fully loaded.
- ◆ Debris pick-up areas are being managed properly.
- ◆ Trucks are sticking to debris routes.
- ◆ Inspection of temporary storage sites to ensure operations are being carried out according to contract.
- ◆ Verification of security and control for temporary debris storage and reduction sites.

Organization

- In a debris generating event the staff is notified according to local procedures. The size of the debris management staff is dependent upon the magnitude of the disaster as well as the geographic size of the area.
- The key staff positions are either designated in the EOP or are appointed by the debris manager.



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A. General Information

The County Debris Management Plan provides the framework to unify the efforts of Utilities, Public Works, other County agencies and departments, local governments, non-governmental and voluntary organizations, and regional and federal partners involved in emergency debris cleanup operations. When properly implemented, the result will be a coordinated and comprehensive effort to reduce debris-related impacts of an emergency or disaster.

The Director of Utilities will be designated as the County Debris Administrator for the duration of the disaster response and recovery operation. The County Debris Administrator will appoint the Director of Solid Waste Operations to be the County Debris Manager responsible for managing all Debris Clearing Operations (Phase I) and Debris Removal and Disposal Operations (Phase II) from a centralized Debris Management Center (DMC) located at the County Solid Waste Department.

The County Debris Manager is responsible for managing debris clearance (Phase I) from emergency evacuation routes, access routes to critical facilities, and all other streets throughout the unincorporated portions of the County and the permanent removal and disposal (Phase II) of all debris deposited along or immediately adjacent to public rights-of-way throughout the unincorporated portion of the County.

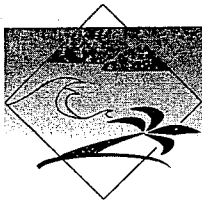
The County Debris Manager will provide overall supervision of a joint debris staff made up of personnel from Utilities, Public Works, and Culture, Education and Leisure (DCE&L). The County Debris Manager will be the single point of contact responsible for routine disaster debris removal and disposal operations and interfacing with representatives from other local, County, state, and federal agencies on a daily basis.

The County Debris Administrator will resolve any debris issues between the County and the state pertaining to FEMA policy and regulations.

B. Debris Management Staff

The County Debris Management Center (DMC) is organized to provide a central location for the coordination and control of all debris management requirements. To accomplish this mission the DMC will require the following positions:

- ☐ County Debris Manager
- ☐ Deputy Debris Manager
- ☐ Administrative Support Staff
- ☐ Public Information Officer



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- ☐ PW Debris Coordinator
- ☐ DCE&L Debris Coordinator
- ☐ Utilities Debris Coordinator
- ☐ Other Agency Liaison Officers

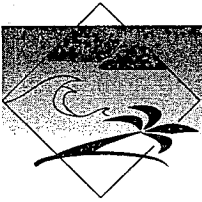
One of the primary functions of this SOG is to clearly delineate a basic organization and assign specific responsibilities. Many issues will arise that are not specifically mentioned in this SOG during the conduct of debris operations. However, responsibilities are sufficiently defined so that unexpected issues can be assigned and resolved efficiently.

C. Roles and Responsibilities

County Debris Manager

The Director of Solid Waste Operations can function as the County Debris Manager. The County Debris Manager's responsibilities include the following with respect to all debris management activities:

1. Communicating timely information to the County Debris Administrator and EOC staff regarding the status of the debris clearing, removal, and disposal operations.
2. Assuring that the County is represented at all meetings with other government and private agencies involved with the debris cleanup operation.
3. Coordinating with appropriate local, county, state, federal agencies (FEMA, USACE, etc.), and others as appropriate.
4. Developing and implementing a system to rapidly notify appropriate staff as to where and when to report for duty. This system must be kept up-to-date to ensure key staff can readily be reached. The notification system should be maintained in such a manner that notification can be made at any time.
5. Convene emergency debris coordinating meetings.
6. Appoint a Deputy Debris Manager responsible for daily operation control of the DMC.
7. Ensure that the DMC is provided all needed administrative staff support.
8. Provide media relations in coordination with the County's Communications Director.



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9. The County Debris Manager will assign a Liaison Officer to the EOC to coordinate and respond to any requests from the EOC staff with regards to debris management activities. Actions will focus on keeping track of Debris Management Zone assignments and progress of the initial debris clearance (Phase I) from emergency evacuation routes and critical facilities. The Liaison Officer will keep the EOC staff informed of any problems encountered or expected

Deputy Debris Manager

The County Debris Manager will be supported by a Deputy Debris Manager and joint debris staff made up of personnel from the DPW, Utilities, and DCE&L staff and representatives from other supporting departments and agencies. The joint staff will constitute the daily operating element of the DMC.

The Deputy Debris Manager is responsible for daily operational control of the DMC staff. The Deputy Debris Manager will receive current information on the severity of the disaster from the Liaison Officer located at the County EOC. All requests for debris removal or disposal from the EOC staff will go through the DMC Liaison Officer to the Deputy Debris Manager. Requests for debris removal from public facilities and roadways will be reviewed and approved by the County Debris Manager before being directed to the appropriate DMC Debris Coordinators (DPW, Utilities, and DCE&L) to implement the request.

The Deputy Debris Manager will be kept apprised of the extent of damage and resulting debris and issue directives to the appropriate Debris Coordinators who in turn will notify their agencies to execute the tasking as defined by their department's Standard Operating Guidelines.

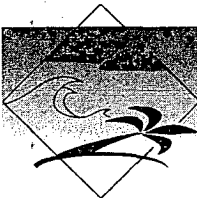
The Deputy Debris Manager will ensure that all Contractor debris removal and disposal operations are properly monitored utilizing personnel assigned to the Debris Contractor Oversight Team (DCOT).

The Deputy Debris Manager will keep the County Debris Manager and DMC staff informed on all ongoing debris management operations through, at a minimum, daily meetings and/or reports.

The Deputy Debris Manager will maintain a daily journal and file on all debris related documents and issues.

Debris Management Center

The DMC is organized to provide a central location for the coordination and control of all debris management requirements.



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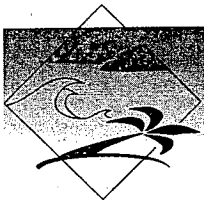
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The DMC staff will be under the direction of the Deputy Debris Manager. Staff actions may include the following:

1. Making recommendations for County and Contractor work assignments and priorities based on the County's Debris Management Zones.
2. Reporting on debris removal and disposal progress, and preparing of status briefings.
3. Providing input to the Director of Communications on debris removal and disposal activities.
4. Coordinating with municipalities on debris issues affecting both the County and municipalities.
5. Coordinating County debris removal and disposal operations with County and state solid waste managers and environmental regulators.
6. Coordinating with the following Federal agencies in the event of a major natural or manmade debris generating disaster:
 - ☐ Federal Emergency Management Agency (FEMA)
 - ☐ U.S. Army Corps of Engineers (USACE)
 - ☐ Local Office of the Federal Bureau of Investigation (FBI)
 - ☐ US Environmental Protection Agency (USEPA)
7. Coordinate with utility companies (telephone and cable TV) as appropriate to ensure that power lines do not pose a hazard to emergency work crews.
8. Coordinate County debris removal and disposal operations with solid waste managers and environmental regulators.
9. Coordinate debris removal and disposal of Federal Aid Roads with the State and County.

Administrative Support Staff

A minimum of 3-4 personnel with administrative skills are required to handle the routine DMC office procedures. Their primary responsibility will be to:



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- ☐ Enter debris load ticket information into a Debris Tracking database
- ☐ Keep track of citizen complaints against the County's debris removal Contractors.

Public Information Officer

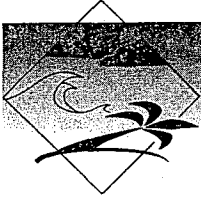
The Utilities and/or Public Works PIO will serve as the DMC liaison to the Director of Communications. The DMC's PIO will develop a proactive information management plan. Emphasis will be placed on actions that the public can perform to expedite the cleanup process. Flyers, newspapers, radio, and TV public service announcements will be used to encourage public cooperation for such activities as:

- ☐ Separating burnable and non-burnable debris;
- ☐ Segregating Household Hazardous Waste (HHW);
- ☐ Placing disaster debris at the curbside;
- ☐ Keeping debris piles away from fire hydrants and valves;
- ☐ Reporting locations of illegal dump sites or incidents of illegal dumping;
- ☐ Segregating recyclable materials;
- ☐ Disseminate debris route clearing and pickup schedules through the local news media, County Web postings, and the County's low power AM radio broadcasts.

Public Works Debris Coordinator

The Public Works Debris Coordinator's responsibilities will include, but not be limited to, the following:

- ☐ Coordinate all Public Works debris assignments.
- ☐ Coordinate debris clearance from evacuation routes and access to critical facilities and other roadways within the unincorporated portions of the County (Phase I).
- ☐ Provide personnel and equipment to assist in the remove and dispose of debris (Phase II) as directed by the County Debris Manager.
- ☐ Inform the County Debris Manager of cleanup progress and any problems encountered or expected.



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- ☐ Maintain a listing of all available Public Work's equipment and staff identified for possible debris removal and disposal missions.
- ☐ Coordinate all Public Work's debris assignments approved by the County Debris Manager.
- ☐ Ensure that required logistical support is available, including cell phone, transportation, etc.

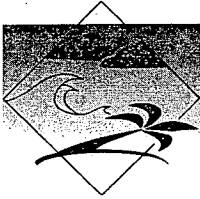
Culture, Education and Leisure Debris Coordinator

The DCE&L Debris Coordinator's responsibilities will include, but not be limited to, the following:

- ☐ Coordinate all DCE&L debris assignments.
- ☐ Provide personnel and equipment to clear, remove and dispose of debris as directed by the County Debris Manager.
- ☐ Provide specialized equipment and trained operators to assist in the clearing and removal of woody vegetation from along critical rights-of-way.
- ☐ Ensure that debris removal from parks and recreational facilities is coordinated and approved by the County Debris Manager.
- ☐ Inform the County Debris Manager of cleanup progress and any problems encountered or expected.
- ☐ Coordinate with the County Debris Manager for the removal, storage, burning, and disposal of debris at debris collection/management sites at DCE&L parks.
- ☐ Maintain a listing of all available DCE&L equipment and staff identified for possible debris removal and disposal missions.
- ☐ Coordinate all DCE&L debris assignments approved by the County Debris Manager.
- ☐ Ensure that required logistical support is available, including cell phone, transportation, etc.

Utilities Debris Coordinator

The Utilities Debris Coordinator's responsibilities will include, but not be limited to, the following:



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- ☐ Track debris clearing personnel assignments and progress of the initial debris clearance (Phase I) from emergency evacuation routes and critical facilities.
- ☐ Maintain a listing of all available Utilities equipment and staff identified for possible debris clearing and disposal missions.
- ☐ Coordinate all Utilities debris assignments approved by the County Debris Manager.
- ☐ Ensure that required logistical support is available, including cell phone, transportation, etc.
- ☐ Ensure that the County Debris Manager is kept informed of cleanup progress and any problems encountered or expected.

Other Agency Liaison Officers

The power company will be requested to designate a representative from their company to work at the DMC to assist with coordinating debris removal efforts between the power company and the County.

- ☐ Coordinating with the County Debris Manager with regards to debris removal along electrical easements and rights-of-way to ensure that all lines are de-energized.

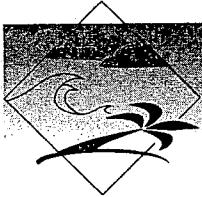
The following agency should provide, if required, a Liaison Officer to the DMC to provide advice and assistance in coordinating specific debris removal and disposal issues:

- ☐ Department of Environmental Management
- ☐ USACOE

Temporary Debris Sites

Things to Consider

- 1. Site Ownership** – Use public lands whenever possible to avoid potentially costly



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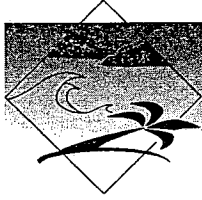
and complicated leasing arrangements, and to lessen potential trespassing allegations. Use privately owned land only if no public sites are available. If using private lands, be sure to obtain proper, detailed usage agreements with all parties having an ownership interest.

2. Site Location

- a. Consider impact of noise, dust, traffic
- b. Consider pre-existing site conditions
- c. Look for good ingress/egress at site
- d. Consider potential impact on ground water
- e. Consider site size based on:
 - i. Expected volume of debris to be collected
 - ii. Planned volume reduction and debris processing activities
- f. Avoid environmentally sensitive areas, such as:
 - i. Wetlands
 - ii. Rare and critical animals or plant species
 - iii. Well fields and surface water supplies
 - iv. Historical / archaeological sites
 - v. Sites near residential areas, schools, churches, hospitals, and other sensitive areas
- g. Record detailed conditions of chosen site (pictures, video, etc.)
- h. Test soil and ground water prior to commencing operations

3. Site Operations

- a. Use portable containers
- b. Separate types of waste as operations continue



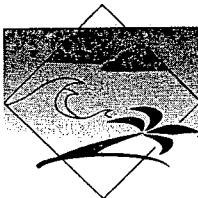
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- c. Monitor site at all times
- d. Perform on-going volume reduction (on site or removal for disposal / reduction)
- d. Provide nuisance management (dust, noise, etc.)
- e. Provide vector controls (rats, insects, etc.)
- f. Provide special handling for hazardous materials
- g. Provide security (limit access to site)
- i. Ensure appropriate equipment is available for site operations

4. Site Closeout

- a. Remove all remaining debris to authorized locations
- b. Restore site to pre-use conditions
- c. Record detailed conditions of site after closeout is complete (pictures, video, etc.)
- c. Re-test soil and groundwater



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Attachment 1

FEMA ELIGIBILITY

Under a Presidential disaster declaration the Federal Emergency Management Agency (FEMA) may provide assistance to state and local governments for costs associated with debris removal operations. Debris removal operations include collection; pick up, hauling, and disposal at a temporary site, segregation, reduction, and final disposal. This document provides information on the eligibility of debris removal operations for Public Assistance (PA) funding.

General Work Eligibility: Determination of eligibility is a FEMA responsibility. Removal and disposal of debris that is a result of the disaster, and is on public property, is eligible for Federal assistance. Public property includes roads, streets, and publicly-owned facilities. Removal of debris from parks and recreation areas is eligible when it affects public health and safety or limits the use of those facilities.

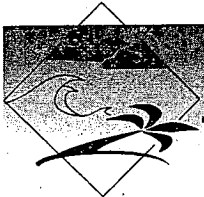
Debris Removal from Private Property: Costs incurred by local governments to remove debris from private property may be reimbursed by FEMA if it is pre-approved by the Federal Disaster Recovery Manager, is a public health and safety hazard, and if the work is performed by an eligible PA applicant, such as a municipal or county government. The cost of debris removal by private individuals is not eligible under the Public Assistance Program; however, within a specific time period, a private property owner may move **disaster-related** debris to the curbside for pick up by an eligible PA applicant. That time period will be established by FEMA in coordination with the state and local government. (The cost of picking up **reconstruction** debris is not eligible for FEMA reimbursement)

Documentation: To ensure that processing of federal funding is done as quickly as possible, applicants should keep the following information: debris estimates, procurement information (bid requests, bid tabulations, etc.), contracts, invoices, and monitoring information (load tickets, scale records, etc). If an applicant performs debris removal, the payroll and equipment hours must be kept. All records should be maintained in the manner prescribed by the local government with consideration of state and federal record retention guidelines.

Private Property Debris Removal / Demolition

The following actions **must** be taken, in accordance with ORC 4101, Section 115, in order for FEMA to consider reimbursement of such locally incurred costs or to undertake debris removal and/or demolition of structures on Private Property:

- Provide a pre-existing ordinance that establishes the applicant's authority to abate



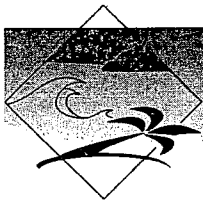
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unsafe conditions on private property in order to preserve the public health and safety of the community

- Provide rights of entry secured from the owners of each property that the applicant has identified under the applicable ordinance as unsafe, hazardous, or dangerous
- Provide an agreement executed by the property owner to hold the community and FEMA harmless for damage or injury to property as a result of demolition or debris removal work related to event related damage.
- Indicate whether the property is insured and if a claim has been filed. Insurance proceeds would be credited to the cost of demolition before FEMA assistance is awarded.
- Implement the ordinance, **including all the due process requirements**. The community applicant must repay FEMA any money recovered from the property owner to abate the nuisance.

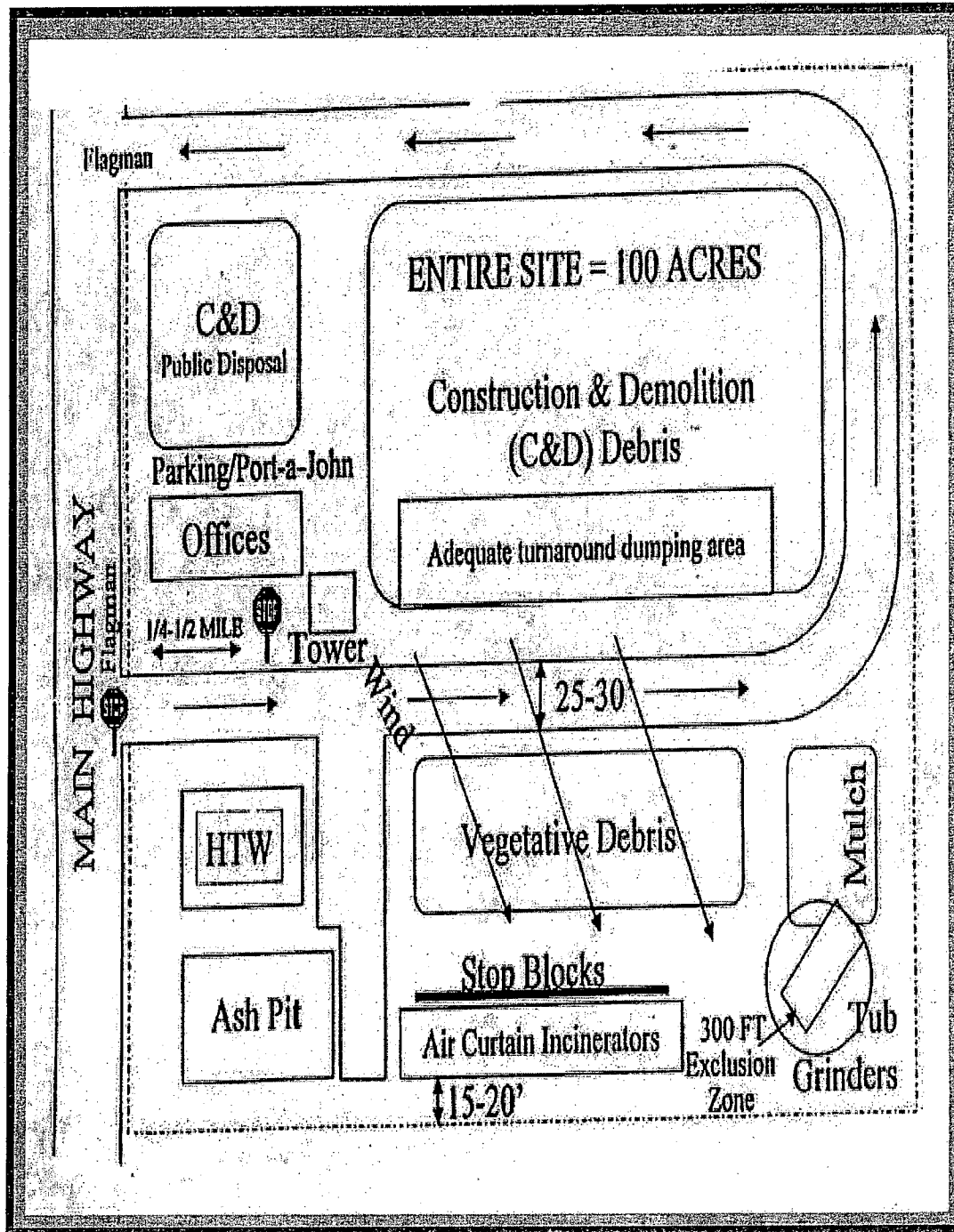
The applicable FEMA Public Assistance Policy, Demolition of Private and Public Facilities {No. 9523.4 (see http://www.fema.gov/r-n-r/pa/9523_4.html)}, provides further information on this subject.

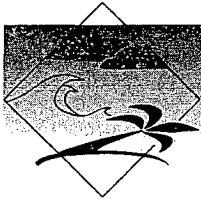


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Attachment 2





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Sample Layout for TDSR Site

Attachment 3

Debris Reduction Information

Reduction by burning

Controlled open burning is a cost-effective way of reducing debris. Controlled open burning is used when there is clean wood tree debris. The controlled burning allows the remaining ash left over to be a soil additive if the Department of Agriculture or applicable local agency determines it can be recycled. However, if there is any treated lumber, poles, nails, bolts, tin, aluminum sheeting, or other building materials that enter the burning material operations must stop because the of the possible hazards associated with the burning of materials.

Air curtain pit burning reduces environmental concerns open burning has by using a system that produces high temperatures and reduces pollutants released into the atmosphere. However, someone who is familiar with the operation of the system should use it.

Refractor lined pit-burning uses a pre manufactured lined pit. A refractor-lined pit operates under the same principal as the air curtain operating at high temperatures. The system allows for the reduction of debris by 95%.

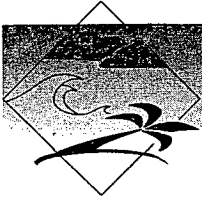
Reduction by grinding

- Grinders are ideal for use at debris staging and reduction sites due to high volume capacity. Due to high capacity of debris a large storage area is needed for a large grinding operation. Sound protection also becomes a very important issue.

Reduction by recycling

- Recycling offers an option to reduce debris before it is hauled to the landfill. Recycling is a publicly supported function that has economic values for the recovered materials. Metals, wood, and soils are commonly recyclable. A drawback is the impact of recycling on the environment. In agricultural communities there may be a large amount of fertilizer use. Therefore, use of soil may be limited due to contamination.

- Recycling, when chosen, should be by a contractor who specializes in sorting debris.



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Contract monitoring is a part of a recycling operation because the contractors must comply with local, state, and federal environmental regulations.

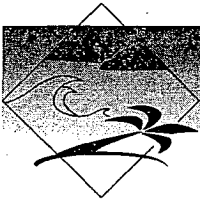
- Recycling should be given consideration early in a disaster because it may reduce cost of debris removal. The materials capable of being recycled include:
Metals - Most metals are able to be recycled. Trailer frames and other iron containing metals may be included in the recyclable materials. The metals are separated by the use of an electromagnet. The resulting materials can be sold to metal recycling firms.

Soil - Soil recycling operations use large pieces of equipment to pick up soil. The soil is transported to a staging area and reduction sites where it is combined with organic material that will decompose. The resulting soil can be given back to the agricultural community. The soil also may be used for local landfills as cover materials.

Wood - Wood debris can be ground or into mulch.

Construction material - Concrete or other building materials can be used for other purposes if there is a need for them. The materials also may be shred to reduce volume then used as a cover for landfills.

Residue material - Residue material that cannot be recycled, such as cloth, rugs, and trash, can be sent to landfills for disposal.



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Attachment 4

TDSR Site Closeout Checklist & Issues

TDSR Closeout Checklist

The following is a recommended TDSR site closeout checklist.

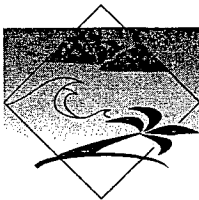
- ✓ Site Number and Location
- ✓ Date closure complete
- ✓ Household Hazardous Waste removed
- ✓ Contractor equipment removed
- ✓ Contractor petroleum and other toxic spills cleaned up
- ✓ Ash piles removed
- ✓ Compare baseline information of the temporary site conditions after the contractor vacates the site.

TDSR Closeout Issues

Environmental Restoration Stockpiled debris will be a mix of woody vegetation, construction material, household items, and yard waste. Household hazardous waste and medical wastes should be segregated and removed prior to being stockpiled. Activities done at the temporary debris storage and reduction site will include stockpiling, sorting, recycling, incineration and grinding. Due to operations occurring contamination from petroleum spills or runoff from incineration and debris piles may occur. Therefore close monitoring of the environmental conditions is a coordinated effort.

Site Remediation During the debris removal process and after the material is removed from the debris site; environmental monitoring will need to be conducted. This is to ensure no long-term environmental effects occur. Environmental monitoring is needed for the following areas:

- Ash - Monitoring consists of chemical testing to determine suitability of material for landfill placement.
- Soils - Monitoring consists of using portable meters to determine if soils are contaminated by volatile hydrocarbons. Contractors do monitoring if there has been a determination that chemicals such as oil or diesel has spilled on site.
- Groundwater - Monitoring is done on selected sites to determine effects of rainfall leaching through ash areas or stockpile areas.



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Attachment 5

RIGHT OF ENTRY / HOLD HARMLESS AGREEMENT

RIGHT OF ENTRY PERMIT NO. _____ DATE _____

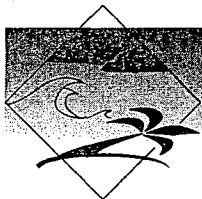
PROPERTY ADDRESS / DESCRIPTION _____

NAME (OWNER'S OR OWNER'S AUTHORIZED AGENT) _____

RIGHT OF ENTRY: I certify that I am the owner or the owner's authorized agent of the above-described property. I grant freely and without coercion the right of access and entry to said property to representatives of the Federal Emergency Management Agency (FEMA), the U.S. Army Corps of Engineers (USACE), and the USDA Forest Service to inspect the property for purposes of determining whether disaster-generated debris is eligible for removal under FEMA'S programs and to monitor that removal, and to (eligible applicant) _____, its agents, contractors and subcontractors for the purpose of removing and/or clearing that disaster-generated debris from that property.

HOLD HARMLESS: I understand that this permit is not an obligation upon the government to perform debris removal. I agree to hold harmless the United States Government, FEMA, USACE, the USDA Forest Service, (eligible applicant) _____ and any of their agencies, agents, contractors, and subcontractors, for damages of any type whatsoever, either to the above-described property, or to persons situated thereon. I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of the above entities while removing disaster-generated debris from the property. I will mark sewer lines, septic tanks, water lines and utilities located on the property.

DUPLICATION OF BENEFITS: Most homeowner's insurance policies have coverage to pay for removal of storm generated debris. I understand that federal law (42 U.S. C. 5155 *et seq.*) requires me to reimburse (eligible applicant) _____ the cost of removing the storm-generated debris to the extent covered in my insurance policy. I also



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understand that I must provide a copy of the proof/statement of loss from my insurance company to (eligible applicant) _____. If I have received payment, or when I receive payment, for debris removal from my insurance company or any other source, I agree to notify and send payment and proof/statement of loss to (eligible applicant) _____. I understand that all disaster-related funding, including that for debris removal from private property, is subject to audit.

SWORN & ATTESTED

All owners/agents must sign below.

WITNESSED:

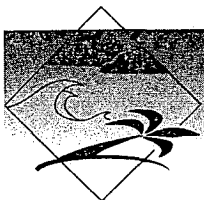
Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Name of Insurance Co. Policy No. _____



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Attachment 6

Demolition Checklist

Local Responsibilities Checklist

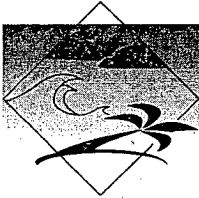
The following checklist identifies key tasks that local officials should address before a structure is approved for demolition. To expedite the overall effort, many of the tasks can be conducted concurrently.

- ✓ Provide copies of all ordinances that authorize the local officials to condemn privately owned structures. The authority to condemn privately owned structures would probably have to be accomplished by an ordinance other than one designed or enacted for the demolition of publicly owned structures.
- ✓ The local officials should coordinate all lands, easements, and rights of way necessary for accomplishing the approved work.
- ✓ Implement laws that reduce the time it takes to go from condemnation to demolition.
- ✓ Provide copies of all applicable permits required for demolition of subject structure(s).
- ✓ Provide copies of pertinent temporary well capping standards.
- ✓ Coordinate all pertinent site inspections with local, State, and Federal inspection team(s). Identify household hazardous waste materials prior to demolition.
- ✓ Notify the owner/and or renter of any and all site inspections.
- ✓ Verify that all personal property has been removed from public and/or structure(s).
- ✓ Immediately prior to demolition, verify that the building is unoccupied.
- ✓ Ensure that the property is properly posted.
- ✓ Provide a clear, concise and accurate property description and demolition verification.
- ✓ Include a Public Health official on the demolition inspection team.
- ✓ The inspection not only should evaluate the structural integrity of the building, but also must demonstrate "imminent and impending peril" to public health and safety.
- ✓ Segregate all household hazardous waste materials to a permitted facility prior to building demolition.
- ✓ Provide photographs of the property and verify the address. Provide additional photographs of the property take immediately prior to and following demolition.

Private Property Utilities Checklist

The following checklist identifies key tasks that local officials should address before the structure is approved for demolition. To expedite the overall effort, many of the tasks can be conducted concurrently.

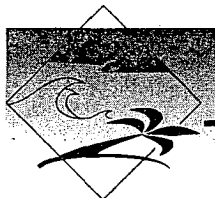
- ✓ Locate, mark, turn off, and disconnect all water and sewer lines.



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- √ Locate, mark, turn off, and disconnect electrical, telephone, and cable television services.
- √ Provide executed right of entry agreements that have been signed by the owner and by renter, if rented. Right of entry should indicate any known owner intent to rebuild to ensure foundation and utilities are not damaged.
- √ Use radio, public meetings, and newspaper ads to give notice to property owners and their renters to remove personal property in advance of demolition.
- √ Document the name of the owner on the title, the complete address, and legal description of the property, and the source of this information. Document name of renter, if available.
- √ Ensure property will be vacated by demolition date.
- √ Provide written notice to property owners that clearly and completely describe the structures designated for demolition. Additionally, provide a list that also identifies relates structures, trees, shrubs, fences, and other items to remain on the respective property.
- √ Notify mortgagor of record.
- √ Provide the property owner the opportunity to participate in decision on whether the property can be repaired.
- √ Determine the existence and amount of insurance on the property prior to demolition.
- √ Specify procedures to determine when cleanup of property is completed.



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Attachment 7

Navigational Hazard Checklist

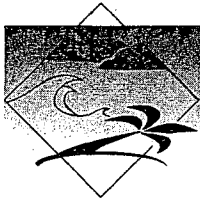
Introduction

Publicly owned marinas damaged by a major disaster may be eligible for Federal assistance to include the marina facilities, abandoned sunken boats, and other debris that may inhibit navigation. Coordinate with the United States Coast Guard, State Marine Patrol, local government agencies, legal counsel, contractors specializing in marine salvage operations, commercial divers, and certified surveyors to ensure that navigational hazards are removed safely and efficiently.

Checklist

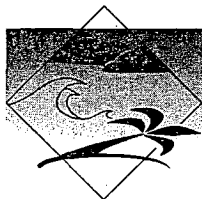
The following checklist should be used to ensure that all aspects of removing navigational hazards are considered.

- ✓ Coordinated with the United States Coast Guard, State Marine Patrol, local government agencies, and legal counsel.
- ✓ Inspect marinas in order to located debris by helicopter or boat, side scan sonar or by diving.
- ✓ Use Global Position System survey methods or some type of flotation marker to pinpoint location of sunken debris.
- ✓ Keep a log that reflects an accurate count of debris items with corresponding locations.
- ✓ Record the vessel registration number and photograph the wreckage.
- ✓ Provide notification by certified letter to private owners of impending vessel removal. This should be performed in accordance with legal constraints.
- ✓ Provide the owner an opportunity to remove the vessel prior to Federal, State, or local government initiation of debris removal.
- ✓ Provide public notice in local newspapers.
- ✓ Generate scopes of work based on items to be removed or time and materials.
- ✓ Maintain flexibility to allow for problems caused by tidal conditions. Problems can also occur as a result of wreckage removal by others prior to issuance of contract notice to proceed.
- ✓ Maintain continuous communication with local and State authorities.
- ✓ Continually verify the number and locations of sunken vessels and ensure that accurate records are maintained.
- ✓ Require a bill of sale or a vessel registration is presented to the United States Army Corps of Engineers representative on site if an individual claims a vessel during removal operations.



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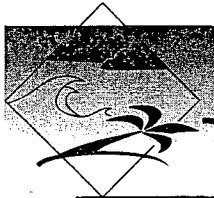
Attachment 8

Debris Estimating Formulas

Estimating Rule of Thumb
<ul style="list-style-type: none"> • 15 trees, 8 inches in diameter = 40 CY • Single wide mobile home = 290 CY • Double wide mobile home = 415 CY • Root system (8'-10' dia.) = One flat bed trailer to move • Treat debris piles as a cube, not a cone, when performing estimates. • Average pace = 2' 6"
Formulas
<p><u>Conversions:</u></p> <ul style="list-style-type: none"> • 27 cubic feet=1 cubic yard • One mile=5280 feet or 1760 yards • Building formula: <p style="padding-left: 40px;">0.2 x total square feet (footprint x number of stories) = _____ Cubic Yards of debris</p> <ul style="list-style-type: none"> • Debris pile formula: <p style="padding-left: 40px;">$\frac{L' \times W' \times H'}{27} = \text{_____ Cubic Yards of debris.}$</p>
Conversion Factors from Cubic Yards to Tons
<ul style="list-style-type: none"> • Mixed Construction & Demolition Debris = 500 LBS/CY or CY x 0.25 = Tons • Yard Vegetation = 300 LBS/CY or CY x 0.15 = Tons • Mulch = 500 LBS/Cy or CY x 0.25 = Tons • Regular Trash = 300 LBS/CY or CY x 0.15 = Tons • Concrete = 2000 LBS/CY or CY x 1.0 = Tons • Sand = 2600 LBS/CY or CY x 1.3 = Tons • Land Clearing (Root balls with dirt) 1500 LBS/CY or CY x 0.75 = Tons

LOG ESTIMATING TABLE

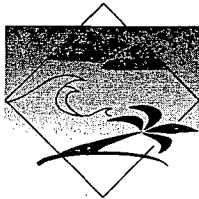
Trunk Diameter in Feet	Length in Feet	Cubic Yards	Length in Feet	Cubic Yards	Length in Feet	Cubic Yards	Length in Feet	Cubic Yards
2 - 3	5-8	2	8-12	3	12-16	4	16-20	5



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3 - 4	5-8	4	8-12	6	12-16	7	16-20	9
4- 5	5-8	6	8-12	9	12-16	12	16-20	15
5 -6	5-8	8	8-12	13	12-16	17	16-20	21
6 -7	5-8	11	8-12	17	12-16	23	16-20	29



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Documentation, Reporting & Reimbursement

Daniel's Tree Service, Inc (DTS) has a professional staff of personnel who will be supporting the owner to assure the compliance to State and FEMA Reimbursement.

Forms Utilized

Contract Documentation	Daily Report
Truck Certification	Weekly Report
Load Tickets	Invoicing

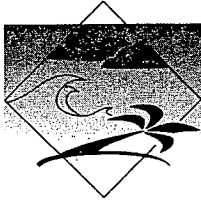
FEMA Reimbursement Process

DTS is familiar with and can assist in all aspects of the FEMA reimbursement process. We are able to help county and municipal applicants secure legitimate contracts and the documentation needed to assure funding from FEMA in the event of a federally declared disaster.

The staff at DTS can guide the applicant in recovering eligible costs associated with force account labor and force account equipment usage. Documentation for these costs can be either the FEMA summary records forms or the applicant's own forms provided they meet or exceed the minimum FEMA reporting requirements.

Our vast experience in disaster recovery and debris removal will aid the applicant in evaluating FEMA's initial damage estimates. These damage estimates are critical elements of the Project Worksheet application process. FEMA encourages active participation by the applicant in the completion of Project Worksheets. Whether the project is small (i.e. costs are less than the annually set threshold) or large we are available to help complete the worksheets. In situations that call for Immediate Needs Funding we will help the applicant assess its needs in order to receive this advancement against their Project Worksheet.

The DTS debris tracking and accounting system enables us to keep accurate and up-to-date records of all costs eligible for reimbursement. This system is simple to understand and easy to use. Because of this, billing and reconciliation can be done in a minimum of time, thus allowing FEMA reimbursement to be received without delay.

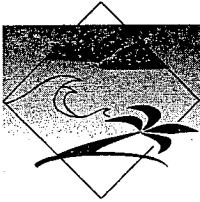


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Process

1. Haul trucks are inspected, numbered and load capacity is certified prior to the start of work.
2. The owner will be given a copy of all truck certifications.
3. Each truck will have a clearly visible sign attached on each side of the truck body indicating certified capacity and truck number.
4. Numbered five part load tickets are issued to the Load Site Monitors. Load tickets are kept secured by the On Site Office Supervisor.
5. Load Site monitors issue load tickets at the haul site and sign off on the load. The monitor then gives the driver the five part ticket to take to the disposal site.
6. A Disposal Site Monitor will sign off on the ticket and assign a percent to the load. The monitor will retain one copy and give one copy to the driver and the three remaining copies to the contractor, (one copy for the Subcontractor and two for the Prime Contractor).
7. Tickets are input into Tracking Assistant Business Software each day by the Contractor.
8. Reports are submitted to the owner each day for the previous 24 hour period.
9. Reconciliation of any discrepancies is completed daily with owner staff.
10. Reports on daily activity are provided to the owner regarding total yards hauled per disposal site.
11. Invoices are submitted weekly with a computer disc containing all ticket back up. Invoice dates typically run from Sunday to Saturday, but may be pre determined by owner staff if preferred.
12. Original tickets are kept in the DTS corporate office for seven years.



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Scenario of Work – Event Type 1: Spot Jobs and Localized

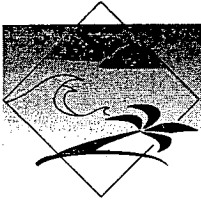
Note: The information given below is based on a scope of work consisting of 0 to 50,000 cubic yards of debris. Adjustments will be made accordingly if a spot job consists of more than 50,000 cubic yards of material.

A. TDSRS sites

1. 1-2 TDSRS site(s) with senior project manager at each site.

B. Location of site(s)

1. Sites will be chosen based on the following criteria:
 - a) Impact of noise, dust, traffic
 - b) Pre-existing site conditions
 - c) Good ingress/egress at site
 - d) Potential impact on ground water
 - e) Site size based on:
 - (1) Expected volume of debris to be collected
 - (2) Planned volume reduction and debris processing activities
 - f) Avoid environmentally sensitive areas, such as:
 - (1) Wetlands
 - (2) Rare and critical animals or plant species
 - (3) Well fields and surface water supplies
 - (4) Historical / archaeological sites
 - (5) Sites near residential areas, schools, churches, hospitals, and
 - (6) Other sensitive areas



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2. Sites will be viewed and approved by county official/representative prior to use
3. Detailed conditions of chosen site (pictures, video, etc.) will be recorded prior to use

C. Site Operations

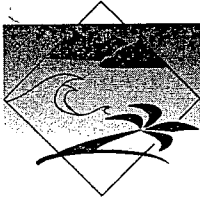
1. Use portable containers
2. Separate types of waste as operations continue
3. Monitor site at all times
4. Perform on-going volume reduction (on site or removal for disposal /reduction)
5. Provide nuisance management (dust, noise, etc.)
6. Provide vector controls (rats, insects, etc.)
7. Provide special handling for hazardous materials
8. Provide security (limit access to site)
9. Ensure appropriate equipment is available for site operations

D. Minimum size and numbers and types of hauling equipment

1. Bucket Trucks
 - a) 4 to 8 trucks
 - b) 50 foot minimum boom height
 - c) Operator and 2 ground personnel for each truck
2. 8 to 15 crews, consisting of 15 to 35 haul units to include; self loaders, dump trucks, and dump trailers.

E. Management and supervision staff

1. Senior Project Manager



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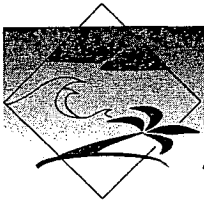
- a) Responsible for overseeing entire project
- b) Point of contact for county officials/representatives

2. Crew Leader

- a) 1 assigned on each crew
- b) Responsible for ensuring adherence to all safety guidelines and procedures
- c) Responsible for making sure crews complete work assigned in a timely and professional manner

F. Methodology for scheduling and routing the removal of debris

- 1. DTS, Inc. crews will be directed by Catawba County personnel to clear and remove debris scattered throughout Catawba County. These events are localized and will be completed on an hourly basis. All debris will be taken to the Catawba County landfill or other Catawba County approved site.



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Scenario of Work – Event Type 2: Small Event Wide Spread or Catawba County Wide

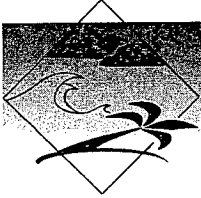
Note: The information given below is based on a scope of work consisting of 50,000 to 150,000 cubic yards of debris. Adjustments will be made accordingly if event type consists of more than 150,000 cubic yards of material.

A. TDSRS sites

1. 1-2 TDSRS site(s) with senior project manager at each site.

B. Location of site(s)

1. Sites will be chosen based on the following criteria:
 - a) Impact of noise, dust, traffic
 - b) Pre-existing site conditions
 - c) Good ingress/egress at site
 - d) Potential impact on ground water
 - e) Site size based on:
 - (1) Expected volume of debris to be collected
 - (2) Planned volume reduction and debris processing activities
 - f) Avoid environmentally sensitive areas, such as:
 - (1) Wetlands
 - (2) Rare and critical animals or plant species
 - (3) Well fields and surface water supplies
 - (4) Historical / archaeological sites
 - (5) Sites near residential areas, schools, churches, hospitals, and



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(6) Other sensitive areas

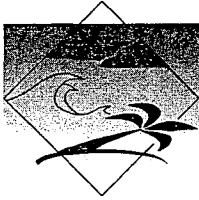
2. Sites will be viewed and approved by county official/representative prior to use
3. Detailed conditions of chosen site (pictures, video, etc.) will be recorded prior to use

C. Site Operations

1. Use portable containers
2. Separate types of waste as operations continue
3. Monitor site at all times
4. Perform on-going volume reduction (on site or removal for disposal /reduction)
5. Provide nuisance management (dust, noise, etc.)
6. Provide vector controls (rats, insects, etc.)
7. Provide special handling for hazardous materials
8. Provide security (limit access to site)
9. Ensure appropriate equipment is available for site operations

D. Minimum size and numbers and types of hauling equipment

1. Bucket Trucks
 - a) 8 to 10 trucks
 - b) 50 foot minimum boom height
 - c) Operator and 2 ground personnel for each truck



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2. 15 -35 crews, consisting of 30-75 hauling units to include; self loaders, dump trucks, and dump trailers.

3. 3 rubber tired loaders for "push".

E. Management and supervision staff

1. Mobile Command Center

- a) Fully staffed
- b) Equipped with all standard office equipment
- c) Handles all day to day paperwork and related operations on site

2. Senior Project Managers

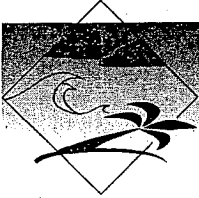
- a) Responsible for overseeing entire project
- b) Point of contact for county officials/representatives

3. Crew Leader

- a) 1 assigned on each crew
- b) Responsible for ensuring adherence to all safety guidelines and procedures
- c) Responsible for making sure crews complete work assigned in a timely and professional manner

F. Methodology for scheduling and routing the removal of debris

- 1. DTS, Inc Senior Project Manager and necessary equipment will be staged within a safe distance of estimated impact ready, waiting for "Notice to Proceed" to assess and estimate damage. All "push" crews will be on site and working within 4-6 hours and complete the 70 hour

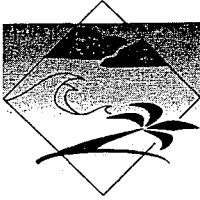


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emergency time frame. During the emergency push other equipment will be staging and "ramped" up for curb side pick up and tree removal. Total time to complete ramp up is 3-5 days.

2. Once curb side pickup is started the first pass will take approximately 14 days. Second pass will take approximately 8 days. Third pass and TDSRS site reclamation should take approximately 12 days. This time frame should allow adequate time for citizens to move debris to the Right of Way for pick up.



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**Scenario of Work – Event Type 3: Significant Event –
Removal, Reduction, Hauling – Woody Debris Only - Wide
Spread or Catawba County Wide**

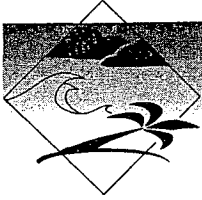
Note: The information given below is based on a scope of work consisting of 150,000 to 500,000 cubic yards of debris. Adjustments will be made accordingly if event type consists of more than 500,000 cubic yards of material.

A. TDSRS Sites

1. 2 to 3 TDSRS site(s) with senior project manager at each site

B. Location of site(s)

1. Sites will be chosen based on the following criteria:
 - a) Impact of noise, dust, traffic
 - b) Pre-existing site conditions
 - c) Good ingress/egress at site
 - d) Potential impact on ground water
 - e) Site size based on:
 - (1) Expected volume of debris to be collected
 - (2) Planned volume reduction and debris processing activities



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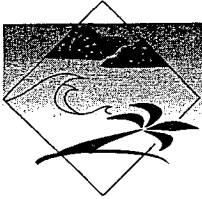
DISASTER RECOVERY MANAGEMENT

f) Avoid environmentally sensitive areas, such as:

- (1) Wetlands
 - (2) Rare and critical animals or plant species
 - (3) Well fields and surface water supplies
 - (4) Historical / archaeological sites
 - (5) Sites near residential areas, schools, churches, hospitals, and
 - (6) Other sensitive areas
2. Sites will be viewed and approved by county official/representative prior to use
 3. Detailed conditions of chosen site (pictures, video, etc.) will be recorded prior to use

C. Site Operations

1. Use portable containers
2. Separate types of waste as operations continue
3. Monitor site at all times
4. Perform on-going volume reduction (on site or removal for disposal /reduction)
5. Provide nuisance management (dust, noise, etc.)
6. Provide vector controls (rats, insects, etc.)
7. Provide special handling for hazardous materials
8. Provide security (limit access to site)
9. Ensure appropriate equipment is available for site operations



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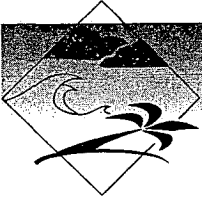
DISASTER RECOVERY MANAGEMENT

D. Minimum size and numbers and types of hauling equipment

1. Bucket Trucks
 - a) 15 to 20
 - b) 50 foot minimum boom height
 - c) Operator and 2 ground personnel for each truck
2. 75 – 100 crews, consisting of 150-200 hauling units to include; self loaders, dump trucks, and dump trailers.
3. 6 rubber tired loaders for “push”.

E. Management and supervision staff

1. Mobile Command Center
 - a) Fully staffed
 - b) Equipped with all standard office equipment
 - c) Handles all day to day paperwork and related operations on site
2. Senior Project Managers
 - a) Responsible for overseeing entire project
 - b) Point of contact for county officials/representatives
3. Crew Leader
 - a) 1 assigned on each crew
 - b) Responsible for ensuring adherence to all safety guidelines and procedures
 - c) Responsible for making sure crews complete work assigned in a timely and professional manner

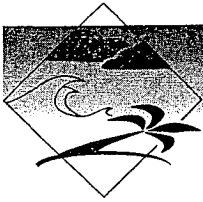


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DISASTER RECOVERY MANAGEMENT

F. Methodology for scheduling and routing the removal of debris

1. DTS, Inc Senior Project Manager and necessary equipment will be staged within a safe distance of estimated impact ready, waiting for "Notice to Proceed" to assess and estimate damage. All "push" crews will be on site and working within 4-6 hours and complete the 70 hour emergency time frame. During the emergency push other equipment will be staging and "ramped" up for curb side pick up and tree removal. Total time to complete ramp up is 1-7 days.
2. Once curb site pick up is started the first pass will take approximately 15 days. Second pass will take approximately 12 days. Third pass and TDSRS site reclamation should take approximately 20 days. This time frame should allow adequate time for citizens to move debris to the Right of Way for pick up.



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DISASTER RECOVERY MANAGEMENT

**Scenario of Work – Event Type 4: Significant Event –
Removal, Reduction, Hauling – Separating - Mixed Debris -
Wide Spread or Catawba County Wide**

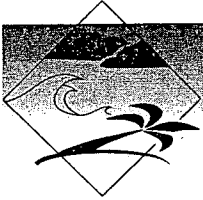
Note: The information given below is based on a scope of work consisting of 500,000 to 1,500,000 cubic yards of debris. Adjustments will be made accordingly if event type consists of more than 1,500,000 cubic yards of material.

A. TDSRS Sites

1. 2 to 3 TDSRS site(s) with senior project manager at each site

B. Location of site(s)

1. Sites will be chosen based on the following criteria:
 - a) Impact of noise, dust, traffic
 - b) Pre-existing site conditions
 - c) Good ingress/egress at site
 - d) Potential impact on ground water
 - e) Site size based on:
 - (1) Expected volume of debris to be collected
 - (2) Planned volume reduction and debris processing activities
 - f) Avoid environmentally sensitive areas, such as:
 - (1) Wetlands
 - (2) Rare and critical animals or plant species
 - (3) Well fields and surface water supplies
 - (4) Historical / archaeological sites



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(5) Sites near residential areas, schools, churches, hospitals, and

(6) Other sensitive areas

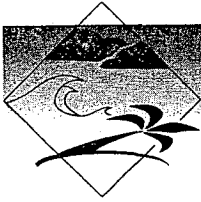
2. Sites will be viewed and approved by county official/representative prior to use
3. Detailed conditions of chosen site (pictures, video, etc.) will be recorded prior to use

C. Site Operations

1. Use portable containers
2. Separate types of waste as operations continue
3. Monitor site at all times
4. Perform on-going volume reduction (on site or removal for disposal / reduction)
5. Provide nuisance management (dust, noise, etc.)
6. Provide vector controls (rats, insects, etc.)
7. Provide special handling for hazardous materials
8. Provide security (limit access to site)
9. Ensure appropriate equipment is available for site operations

D. Minimum size and numbers and types of hauling equipment

1. Bucket Trucks
 - a) 20-60 trucks
 - b) 50 foot minimum boom height
 - c) Operator and 2 ground personnel for each truck



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DISASTER RECOVERY MANAGEMENT

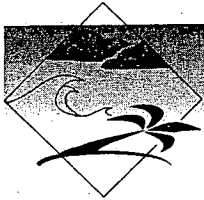
2. 100 – 250 crews, consisting of 200-500 hauling units to include; self loaders, dump trucks, and dump trailers.
3. 12 rubber tired loaders for “push”.

E. Management and supervision staff

1. Mobile Command Center
 - a) Fully staffed
 - b) Equipped with all standard office equipment
 - c) Handles all day to day paperwork and related operations on site
2. Senior Project Managers
 - a) Responsible for overseeing entire project
 - b) Point of contact for county officials/representatives
3. Crew Leader
 - a) 1 assigned on each crew
 - b) Responsible for ensuring adherence to all safety guidelines and procedures
 - c) Responsible for making sure crews complete work assigned in a timely and professional manner

F. Methodology for scheduling and routing the removal of debris

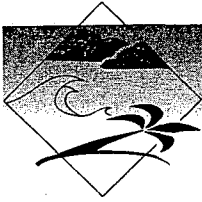
1. DTS, Inc Senior Project Manager and necessary equipment will be staged within a safe distance of estimated impact ready, waiting for “Notice to Proceed” to assess and estimate damage. All “push” crews will be on site and working within 4-6 hours and complete the 70 hour emergency time frame. During the emergency push other equipment will be staging and “ramped” up for curb side pick up and tree removal. Total time to complete ramp up is 10-12 days.



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2. Once curb site pick up is started the first pass will take approximately 25 days. Second pass will take approximately 14 days. Third pass and TDSRS site reclamation should take approximately 21 days. This time frame should allow adequate time for citizens to move debris to the Right of Way for pick up.



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DISASTER RECOVERY MANAGEMENT

**Scenario of Work – Event Type 5: Catastrophic Event –
Removal, Reduction, Hauling – Separating - Mixed Debris -
Wide Spread or Catawba County Wide**

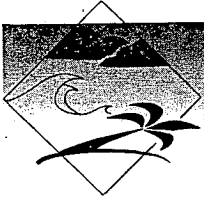
Note: The information given below is based on a scope of work consisting of 1,500,000 cubic yards of debris or more.

A. TDSRS sites

1. 4 to 5 TDSRS site(s) with senior project manager at each site

B. Location of site(s)

1. Sites will be chosen based on the following criteria:
 - a) Impact of noise, dust, traffic
 - b) Pre-existing site conditions
 - c) Good ingress/egress at site
 - d) Potential impact on ground water
 - e) Site size based on:
 - (1) Expected volume of debris to be collected
 - (2) Planned volume reduction and debris processing activities
 - f) Avoid environmentally sensitive areas, such as:
 - (1) Wetlands
 - (2) Rare and critical animals or plant species
 - (3) Well fields and surface water supplies
 - (4) Historical / archaeological sites
 - (5) Sites near residential areas, schools, churches, hospitals, and
 - (6) Other sensitive areas



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2. Sites will be viewed and approved by county official/representative prior to use
3. Detailed conditions of chosen site (pictures, video, etc.) will be recorded prior to use

C. Site Operations

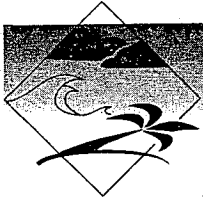
1. Use portable containers
2. Separate types of waste as operations continue
3. Monitor site at all times
4. Perform on-going volume reduction (on site or removal for disposal / reduction)
5. Provide nuisance management (dust, noise, etc.)
6. Provide vector controls (rats, insects, etc.)
7. Provide special handling for hazardous materials
8. Provide security (limit access to site)
9. Ensure appropriate equipment is available for site operations

D. Minimum size and numbers and types of hauling equipment

1. Bucket Trucks
 - a) 60-150
 - b) 50 foot minimum boom height
 - c) Operator and 2 ground personnel for each truck
2. 250 to 750 crews, consisting of 500-1500 hauling units to include; self loaders, dump trucks, and dump trailers.
3. (18) rubber tired loaders
4. (3-5) D5 Class Dozers or larger
5. (4-6) 315 Class Excavators or larger

E. Management and supervision staff

1. Mobile Command Center
 - a) Fully staffed



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- b) Equipped with all standard office equipment
- c) Handles all day to day paperwork and related operations on site

2. Senior Project Managers

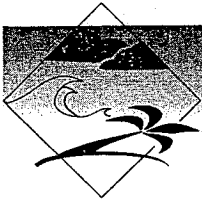
- a) Responsible for overseeing entire project
- b) Point of contact for county officials/representatives

3. Crew Leader

- a) 1 assigned on each crew
- b) Responsible for ensuring adherence to all safety guidelines and procedures
- c) Responsible for making sure crews complete work assigned in a timely and professional manner

F. Methodology for scheduling and routing the removal of debris

1. DTS, Inc. crews will arrive when conditions are safe. Ramp up will begin immediately. DTS, Inc. will assist local First Responders in Search and Rescue efforts until Catawba County begins clean-up approximately 12 days.
2. Majority of debris can be cleaned up in 4months.



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**Scenario of Work: Event Type 6: Catastrophic Event –
Site Management – Catawba County Wide**

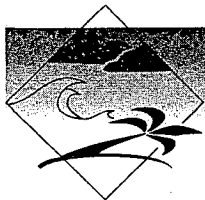
A. TDSRS Site Planning

1. Location of site(s)

- a. Preference will be give to sites located on public property rather than private

2. Sites will be chosen based on the following criteria:

- a. Impact of noise, dust, traffic
- b. Pre-existing site conditions
- c. Good ingress/egress at site
- d. Potential impact on ground water
- e. Site size based on:
 - 1) Expected volume of debris to be collected
 - 2) Planned volume reduction and debris processing activities
- f. Avoid environmentally sensitive areas, such as:
 - 1) Wetlands
 - 2) Rare and critical animals or plant species
 - 3) Well fields and surface water supplies
 - 4) Historical / archaeological sites
 - 5) Sites near residential areas, schools, churches, hospitals, and
 - 6) Other sensitive areas



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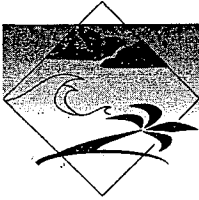
3. Sites will be viewed and approved by county official/representative prior to use
4. Detailed conditions of chosen site (pictures, video, etc.) will be recorded prior to use

B. Site Setup

1. Once a site is chosen, the following procedures will apply:
 - a. Federal and State Environmental Protection Agencies and local Health Departments will be consulted for applicable regulatory requirements.
2. Documentation related to following activities will begin and will be maintained throughout the use of the site:
 - a. Labor, equipment, rental fees and material costs.
 - b. Administrative expenses.
 - c. Disposal costs.
 - d. Types of debris collected and amounts of each type.

C. Site Management and Operations

1. Monitor site at all times
2. Use portable containers
3. Separate types of waste as operations continue
4. Perform on-going volume reduction (on site or removal for disposal / reduction)
5. Provide nuisance management (dust, noise, etc.)
6. Provide vector controls (rats, insects, etc.)
7. Provide special handling for hazardous materials
8. Provide security (limit access to site)



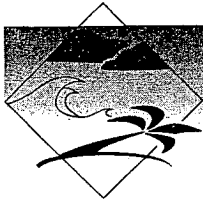
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9. Provide appropriate traffic control based on site location
10. Ensure appropriate equipment is available for site operations, to accommodate weighing, measuring, reduction and recycling, and all other necessary functions for the proper operation of the site

D. Site Closeout

1. Remove all remaining debris to authorized locations
2. Restore site to pre-use conditions
3. Record detailed conditions of site after closeout is complete (pictures, video, etc.)



DTS, INC.

DISASTER RECOVERY MANAGEMENT

Overview:

- Awarded 10 Pre-Event Contracts
- Disaster Recovery
- Debris Collection & Reduction
- Wild Fire Reclamation
- Public Assistance Training
- Beach Restoration
- Water Way & Drainage Reclamation
- Emergency Planning
- Demolition
- First Response Team which can be mobilized within hours of a notice to proceed
- Certified Arborist on Staff
- Flooding

Summary:

Daniel's Tree Service, Inc., is a Greenville, South Carolina based general and specialty contractor. Established in 1979, DTS, Inc has decades of expertise that encompass: disaster recovery, debris collection & reduction, wild fire reclamation, public assistance training, beach restoration, waterway & drainage reclamation, insect damage removal, emergency planning, and demolition. Our diverse experience and resources equips us with the vital elements necessary to dispatch as rapidly as possible, managing a safe and successful disaster recovery project, and completing the assignment. We have been awarded 10 pre-event contracts: Allendale County, SC, Barnwell County, SC, Edgefield County, SC, Forsyth County, GA, Greenville County, SC, Greater Greenville Sanitation, SC, Gordon County, GA, and Jefferson County, GA, McCormick County GA, North Carolina DOT, and South Carolina DOT.

Past Projects:

February 2009: Ice Storm

- *Dunklin County, Missouri*
387,000 cubic yards of vegetative debris was removed and hauled.

September 2008: Hurricane Ike

DTS, Inc. was contracted to remove debris from roadside right of ways, and supervise the reduction site. So we mobilized our second wave of cleanup crews for the following 5 project contracts, where we hauled 1,862,000 cubic yards of vegetative debris.

- *Liberty County (Pct 2, 3 & 4), Texas*
850,000 cubic yards of vegetative debris, hanger and leaner trees were removed and hauled.
- *Tyler County, Texas*
320,000 cubic yards of vegetative debris, hanger and leaner trees were removed and hauled.
- *San Jacinto, Texas*
620,000 cubic yards of vegetative debris, hanger and leaner trees were removed and hauled.
- *Houston County, Texas*
30,000 cubic yards of vegetative debris was removed and hauled.
- *Walker County, Texas*
20,000 cubic yards of vegetative debris were removed and hauled.
- *New Waverly, Texas*
10,000 cubic yards of vegetative debris were removed and hauled.



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- *Huntsville, Texas*

January 2006: Hurricane Wilma

- *Margate City, Florida*

Once deployed we cleared creeks and streams of trees and stumps of various sizes that were blocking the waterways. 26,185 cubic yards of vegetative debris were hauled.

12,000 cubic yards of vegetative debris were removed and hauled.

November 2005: Hurricane Wilma

DTS, Inc. was contracted to remove debris from roadside right of ways, and supervise the reduction site. So we mobilized our second wave of clean up crews for the following 5 project contracts, where we hauled 429,795 cubic yards of vegetative debris.

- *Town of Davie, Florida*
386,485 cubic yards of vegetative debris were removed and hauled.
- *City of Sunrise, Florida*
28,010 cubic yards of vegetative debris were removed and hauled.

- *Miami Dade, Florida*
620 cubic yards of vegetative debris were removed and hauled.
- *Pembroke Pines, Florida*
4,800 cubic yards of vegetative debris were removed and hauled.
- *Miramar, Florida*
9,880 cubic yards of vegetative debris were removed and hauled.

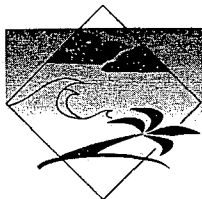
October 2005: Hurricane Wilma

Following the devastation that Hurricane Wilma left when it hit southern Florida on October 24, 2005 we mobilized our extensive first response crews for the clean up effort. Our crews performed curbside debris pickup from right of ways, and we also supervised the reduction site. This storm consisted of eight project contracts, and 885,585 cubic yards of vegetative debris were hauled.

- *Coconut Creek, Florida*
275,705 cubic yards of vegetative debris, hanger and leaner trees were removed and hauled.
- *Hallandale, Florida*
71,660 cubic yards of vegetative debris, C&D debris, hanger and leaner trees were removed and hauled.
- *Tamarac, Florida*
297,845 cubic yards of vegetative debris, hanger and leaner trees were removed and hauled.
- *Coral Gables, Florida*

213,000 cubic yards of vegetative debris were removed and hauled.

- *Lauderdale by the Sea, Florida*
11,600 cubic yards of vegetative debris were removed and hauled.
- *Town of Manalapan, Florida*
4,425 cubic yards of vegetative debris were removed and hauled.
- *City of Miami, Florida*
2,165 cubic yards of vegetative debris, hanger and leaner trees were removed and hauled.



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- *University of Miami, Florida*

9,185 cubic yards of vegetative debris were removed and hauled.

October 2005: Hurricane Rita

- *Boeregard, Allan, Jefferson Davis Parish, Louisiana*

We were awarded this Department of Transportation project contract where we assembled our crews to complete the following: hauled 224,885 cubic yards of vegetative debris, removed & hauled stumps, and supervised the reduction sites.

September 2005: Hurricane Rita

- *Tyler County, Texas*

Hurricane Rita hit the Gulf Coast on September 24th, 2005. We deployed our forces and launched the 72 hour push in Tyler County. After the push was completed we began debris removal and debris reduction efforts. 856,235 total cubic yards of vegetative debris were hauled during the project. Along with debris removal and debris reduction we were also contracted for the following: hanger, leaner and stump removal. In addition to supervising the reduction site which included: grinding the debris into mulch, and hauling it away.

- *Islamorada, Florida*

After being awarded this contract our crews hauled 13,660 cubic yards of vegetative debris and seaweed by curbside pickup from right of ways, and we also supervised the reduction site.

September 2005: Hurricane Katrina

After the full impact of damage from Hurricane Katrina was assessed we were awarded the following five project contracts in which we hauled 417,475 cubic yards of vegetative debris. We then deployed considerable crews to commence the clean up effort. We were responsible for curbside debris pickup of vegetative debris from right of ways, removing and hauling seaweed, stumps, & hanger trees and supervising the reduction sites.

- *St Tammany Parish, Louisiana*
393,275 cubic yards of vegetative debris, hanger trees, and stumps were removed and hauled.
- *Islamorada, Florida*
11,770 cubic yards of vegetative debris and seaweed were removed and hauled.

- *Marathon, Florida*
7,690 cubic yards of vegetative debris were removed and hauled.
- *University of Miami, Florida*
270 cubic yards of vegetative debris, and hanger trees were removed and hauled.
- *Dade County, Florida*
4,470 cubic yards of vegetative debris were removed and hauled.

August 2005: Hurricane Katrina

Hurricane Katrina first made landfall on August 25th, 2005 in South Florida where we were awarded the following two project contracts in which our crews hauled 177,416 cubic yards of vegetative debris and C&D debris. We were responsible for curbside debris pickup from right of ways, and supervising the reduction sites.

- *Coral Gables, Florida*
164,465 cubic yards of vegetative and C&D debris were removed and hauled.
- *City of Miami, Florida*



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12,951 cubic yards of vegetative debris,
C&D debris, and hanger trees were

removed and hauled.

October 2004: Hurricane Ivan

- *City and County of Mobile, Alabama*

DTS, Inc. was awarded this Army Corp of Engineers project. We deployed our crews and hauled 139,750 cubic yards of debris picked up from roadside right of ways. Our crews also handled the removal of large stumps.

September 2004: Hurricane Ivan

Following the heavy damage that Hurricane Ivan created we mobilized our crews to handle the clean up efforts in Florida. We were awarded two project contracts in which we hauled 889,170 cubic yards from roadside right of ways, and we were also responsible for managing the burning at the reduction sites.

- *Pinellas County and City of Dunedin, Florida*
226,480 cubic yards of vegetative debris
were removed and hauled.

- *FDOT, Escambia County and City of Gulf Breeze, Florida* - 662,690 cubic yards of vegetative and C&D debris, trees, and stumps were removed and hauled. We were also responsible for the demolition of homes. This was a DOT project.

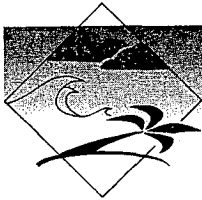
September 2004: Hurricane Frances

- *City of West Palm Beach, Town of Palm Beach, City of Boynton Beach, Town of Lantana, & Town of South Palm Beach, Florida*
405,516 cubic yards of vegetative debris, trees, and stumps were removed and hauled. We were also responsible for grinding at the disposal site.

August 2004: Hurricane Charley & Frances

- *Seminole County, Florida*
1,342,269 cubic yards of vegetative and C&D debris, trees, and stumps were removed and hauled. We were also responsible for supervising the reduction site.
- *City of Leesburg, City of Longwood, City of Sanford, City of Winter Park, Lake County,*

Marion County, Osceola County, and Winter Springs, Florida
583,322 cubic yards vegetative and C&D debris, hangers, trees, and stumps were removed and hauled. We were also responsible for managing the burning at the reduction site.



DTS, INC.

DISASTER RECOVERY MANAGEMENT

September 2003: Hurricane Isabel

After Hurricane Isabel left heavy damage in Virginia we mobilized our crews to handle the clean up efforts. We were awarded four project contracts. These projects consisted of hauling debris, trees, stumps, and clearing creeks and streams of trees and stumps.

- *Henrico County, Virginia*
Cleared creeks and streams of trees and stumps that were blocking the waterways.
- *Richmond, Virginia*
We were responsible for storm clean up for entire City of Richmond which included the following: removal of large uprooted stumps and trees from all City Parks, Schools and Administrative buildings, debris, stump, and tree pickup. We were also awarded the Right of Entry contract in which we performed debris pickup in homeowner's yards and streams.
- *Virginia Beach, Virginia*
Curbside debris pickup and removal of large uprooted stumps from right of ways and sidewalks.
- *Chesapeake, Virginia*
We were responsible for the following: Curbside vegetative debris pickup, removal of large uprooted stumps from right of ways and sidewalks, and removal of trees that were leaning over roads, creeks, and bridges.

May 2003: Tornado

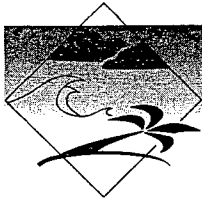
- *Jackson, Tennessee*
Following the damage that the Jackson tornado left we deployed our crews to provide the simultaneous removal of houses that were destroyed, debris pick up, removal of large uprooted stumps, and clearing creeks and streams of trees and stumps that were blocking the waterways.

December 2002: Ice Storm

- *Raleigh, North Carolina*
In December 2002 one of the largest ice storms to ever hit the southeastern US hit North Carolina. We were awarded the Raleigh project contract, and mobilized our crews for the clean up effort. After we completed the job we had hauled 637,000 cubic yards of debris.

September 2002: Hurricane Lili

- *Louisiana*



DTS, INC.

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Following the large amounts of property damage that Hurricane Lili left in her wake we deployed our crews for the clean up effort which included: removal of large and small trees that were hauled from right of ways. This was a DOT project.

January 2002: Ice Storm

- *Edmond, Oklahoma*
75,000 cubic yards of debris were removed and hauled.

August 2001: Tropical Storm Gabrielle

- *Sarasota, Florida (Tropical Storm Gabrielle)*
50,000 cubic yards of debris were removed and hauled by roadside pickup.

January 2001: Ice Storm

- *Hemstead County, Arkansas*
Debris from 100 miles of Right of Ways were cleared, hauled and disposed.

January 1999: Ice Storm

- *Pinehurst, North Carolina*
60,000 cubic yards of debris were removed and hauled by roadside pickup.

September 1998: Hurricane Erin

- *Cocoa Beach, Florida*
70,000 cubic yards of debris were removed and hauled by roadside pickup.

September 1997: Hurricane Mitch & George

- *Florida Keys*
100,000 cubic yards of debris were hauled in addition to the removal of storm damaged homes and boats.

March 1997: Tornado

- *Dekalb County & Gwinnett County, Georgia*
Cleared creeks and streams of large and small trees and stumps that were blocking the waterways.

July 1996: Hurricane Fran

- *Goldsboro, North Carolina*
Following the damage left from Hurricane Fran we were awarded the "Tree Off House Program" through the Army Core of Engineers



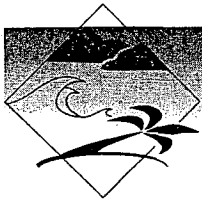
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DISASTER RECOVERY MANAGEMENT

January 1979: Home Office

- *Tailors, South Carolina*

Full time crews that covered storm clean up for the entire East Coast were established. Tree removal, land clearing and grading work has been completed at the following locations: Clemson University, Converse College, USC Spartanburg, Bob Jones University, and 100 acre land clearing job for the airport near sensitive wetlands located in Tailors, SC. Other municipalities include, City of Greenville, City of Spartanburg, Town of Lockhart and City of Lexington.



DTS, INC.

DISASTER RECOVERY MANAGEMENT

List of Pre-Event Contracts Awarded to DTS, Inc

- Allendale County, SC
- Barnwell County, SC
- Edgefield County, SC
- Forsyth County, SC
- Greater Greenville County, SC
- Greenville County, SC
- Gordon County, GA
- Jefferson County, GA
- McCormick County, GA
- NC DOT Approved Prime Contractor
- South Carolina DOT



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY HAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

January 31, 2011

DANIEL LEE MCCLARAN
DANIEL'S TREE SERVICE DBA DTS INC.
326 E. DARBY RD.
TAYLORS, NC 29687

SUBJECT: Approval of SBE Self-Certification

Dear DANIEL LEE MCCLARAN:

This is to acknowledge receipt of your application for Small Business Enterprise (SBE) certification through the North Carolina Department of Transportation. Your application has been approved for a period of one year effective 1/24/2011.

You are reminded that your certification will automatically expire in one year unless you submit a new application prior to the expiration date.

Consistent with SBE program guidelines, you must notify the Department when your firm no longer meets the criteria for continued participation in the program, i.e., annual gross receipts exceed \$1.5 million, excluding materials, the firm no longer exists, the firm is not considered a small business, etc. Should your firm experience any changes in ownership, address, telephone numbers, or specialty, you are required to notify this office within two weeks of that change. Failure to inform us of these changes can result in decertification.

Thank you for your participation in the Small Business Enterprise Program. If you have any questions, please do not hesitate to contact this office.

Sincerely,

George D. Nixon
SBE & Mobility Officer

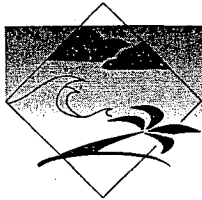
GDN/lth
72006

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
CONTRACTUAL SERVICES UNIT
1509 MAIL SERVICE CENTER
RALEIGH, 27699-1509

TELEPHONE: 919-733-6616 Ext. 308
TOLL FREE: 1-877-650-0130
FAX: 919-733-3584

WEBSITE: WWW.NCDOT.ORG

LOCATION:
TRANSPORTATION BUILDING
1 S. WILMINGTON STREET
RALEIGH NC 27601



DTS, INC.

DISASTER RECOVERY MANAGEMENT

Previous Contract

Reference List

Name of Client: Liberty County

Address: Liberty County, TX

Contact: Dennis O'Dell

Title: FEMA Debris Liaison

Tel. No.: 936-334-3219

Email: dennis.odell@co.liberty.tx.us

Dates of Service: September 2008 – January 2009

Description of Services: Hurricane disaster recovery management

Cubic Yards Recovered: 850,000

Name of Client: Tyler County Pct. 4

Address: Woodville, TX

Contact: Jacques Blanchette

Title: County Judge

Tel. No.: 409-283-2141

Fax No.: 409-331-0028

Dates of Service: September 2008 – January 2009

Description of Services: Hurricane disaster recovery management

Cubic Yards Recovered: 320,000



DTS, INC.

DISASTER RECOVERY MANAGEMENT

Name of Client: San Jacinto

Address: San Jacinto, TX

Contact: Chris deMilliano

Title: Operations Manager

Tel. No.: 936-295-5898

Email: demilliano@steelylumber.com

Dates of Service: September 2008 – January 2009

Description of Services: Hurricane disaster recovery management

Cubic Yards Recovered: 620,000

Name of Client: Dunklin County

Address: Dunklin County, MO

Contact: Dan Grant

Title: Code Enforcement Office

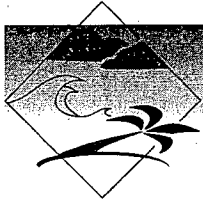
Tel. No.: 573-276-4502

Email: maldench@newwavecomm.net

Dates of Service: February 2009 – May 2009

Description of Services: Ice Storm disaster recovery management

Cubic Yards Recovered: 387,500



DTS, INC.

DISASTER RECOVERY MANAGEMENT

Name of Client: Liberty County Pct. 2

Address: 588 CR 2010

Hardin, TX 77561

Contact: Lee Groce

Title: Commissioner

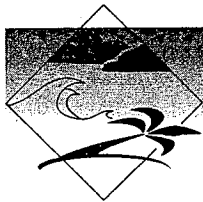
Tel. No.: 936-298-2790

Fax No.: 936-298-9737

Dates of Service: September 2008 – January 2009

Description of Services: Hurricane disaster recovery management

Cubic Yards Recovered: 850,000



DTS, INC.

DISASTER RECOVERY MANAGEMENT

Pre-Event

Reference List

Name: Allendale County

Emergency Preparedness Agency

Address: P O Box 129

Allendale, SC 29810

Contact: Gidget Stanely

EMA Director

Tel. No.: 803-584-4081

Contact: Tim Bennett

County Administrator

Email: tbennett@allendalecounty.com

Tel. No.: 803-584-4081

Fax No.: 803-584-3807

Name: Gordon County

Emergency Management

Address: 100 Nine One One Blvd

Calhoun, GA 30701

Tel. No.: 770-881-3276

Fax No. 770-602-3740

Contact: Richard Cooper

County Administrator

Email: rcooper@gordoncounty.org

Name: Barnwell County

Address: 57 Wall Street

Barnwell, SC 29812

Contact: Roger Riley

EMA Director

Tel. No.: 803-541-2013

Contact: Pickens Williams Jr.

County Administrator

Email: countygov@barnwellsc.com

Tel. No.: 803-541-1010

Fax No.: 803-541-1104

326 E. Darby Road

Taylors, SC 29687

www.DTS-INC.ORG

Name: McCormick

Address: P.O. Box 1140-A

McCormick, SC 29835

Contact: Henry R. Deason Jr.

EMA Director

Tel. No: 864-852-2811

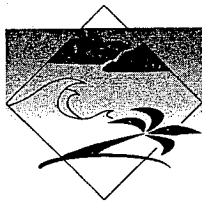
Fax No.: 864-852-3435

Email: hdeason@mccormickcountysc.gov

Ph: (864) 244-5284

Fx: (864) 895-4807

Email: INFO@DTS-INC.ORG



DTS, INC.

DISASTER RECOVERY MANAGEMENT

Name: Forsyth County

Address: 118 Castleberry Road Suite 13
Cumming, GA 30040

Contact: Lorraine Morris
EMA Coordinator

Tel. No.: 770-205-5674

Fax No: 770-887-4910

Email: ALMorris@forsythco.com

Name: Jefferson County

Address: 217 East Broad Street
Louisville, GA 30434

Contact: Lamar Baxley
EMA Director

Tel. No.: 478-625-3332

Fax No: 478-625-4007

Email: louisvillefd201@yahoo.com

Name: Edgefield County

Address: 124 Court House Square
Edgefield, SC 29824

Contact: Mike Casey
EMA Director

Tel. No.: 803-637-4000

Fax No: 803-637-4056

Email: mcasey@edgefieldcounty.sc.gov

Name: Greenville County

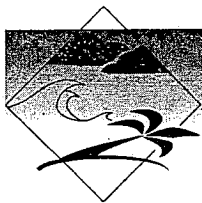
Address: 206 South Main Street
Greenville, SC 29601

Contact: Scott Wendelken
Director

Tel. No.: 864-467-2680

Fax No: 864-467-2684

Email: swendelken@greenvillecounty.org



DTS, INC.

DISASTER RECOVERY MANAGEMENT

Reference List

Name: FEMA / Debris Specialist

Tel. No.: 941-962-6180

Contact: Dave Thomas

Name: NAPCO

Address: P.O. Box 2279

Woodville, TX 75979

Tel. No.: 409-283-5355

Fax No.: 409-283-5031

Contact: Lonnie Grissom

Name: South Carolina Bank and Trust

Address: 200 E Broad St, Suite 100

Greenville, SC 29602

Tel. No.: 864-250-5748

Fax No.: 864-250-5731

Contact: Ronald Frady

Name: Wood Resource Recovery, LLC

Address: 10606 State Rd 121 N

Gainesville, FL 32653

Tel. No.: 352-378-9133

Fax No.: 352-336-7429

Contact: Bill Gaston

Name: Bronco Disaster Relief

Address: 616 Tenaha Street

Center, TX 75935

Tel. No.: 936-590-2428

Fax No.: 936-598-9415

Contact: Murray Matthews

Name: Westside Services

Address: 4505 Renfrew Drive

Durham, NC 27705

Tel. No.: 919-730-2516

Fax No.: 919-384-9168

Contact: C.W. Clark

Name: Banc of America Investment Services

Address: 101 N. Main Street, Suite 500

Greenville, SC 29601

Tel. No.: 864-238-0899

Fax No.: 864-271-5696

Contact: James Jones

City of Clarkton

P.O. Box 98
201 South Main Street
Clarkton, Mo. 63837
Established 1832
573/448-3728

Greg Reynolds Sr., Mayor

Pamela Allen, City Clerk

10-25-09

RE: Letter of Recommendation: DTS Inc.

To whom it may concern,


I would like this letter to serve as a letter of recommendation for DTS Inc.

In January of 2009 our small community along with other communities in Dunklin County was severely damaged by an Ice storm; DTS Inc. went above and beyond to help out our small town, along with surrounding towns. Without their extra support and caring I don't believe we would have finish cleaning and clearing our town so fast.

I highly recommend this company and would be honored to have them again in the future should the need arise.

If you have any questions please contact me at 573/448-3728.

Best Regards,


Greg Reynolds Sr.
Mayor

CITY OF MALDEN

201 South Madison Street
Malden, Missouri 63863-0607
Phone 573-276-4502 Fax 573-276-4109
Email Address – maldenich@newwavecomm.net

Code Enforcement Office

MEMO

June 2, 2009

To Whom It May Concern,

Re: Daniel Tree Services performance during Storm 2009

Sirs/Madams,

DTS, INC. was awarded the contract for Dunklin County which includes the City of Malden, Missouri.

Malden was one of the staging points for the storage and removal of storm debris.

DTS set up immediately upon being awarded the contract.

The personnel were well trained and the equipment in good working order. The work crews went to work and worked throughout the cleanup process with no complications. Any questions and concerns were addressed with rapid response and corrections.

DTS used a large number of local citizens, probably 50 or more, in the Malden area alone which was a benefit to DTS and to the unemployed in our city.

My position as Code Enforcement Officer for the City of Malden put me in constant contact with the managers and employees of DTS.

I can in good faith highly recommend Daniels Tree Service to any organization interested in tree removal. DTS is knowledgeable and professional in their service.

Feel free to contact me if I can be of further assistance.


Dan Grant

personal e-mail dhg1947@hotmail.com

Code Enforcement Office



North American Procurement Company



208 West Bluff Street
P.O. Box 2279
Woodville, Texas 75979
Phone (409) 283-5355
Fax (409) 283-5031

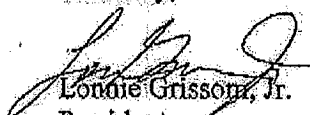
October 29, 2009

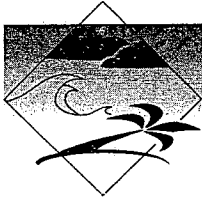
Ref: Daniel's Tree Service

To Whom It May Concern,

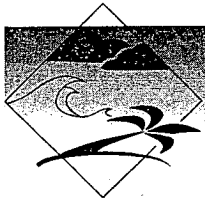
North American Procurement Company ("NAPCO") has worked exclusively with Daniel's Tree Service ("DTS") over the last 5 years with regards to hurricane related disaster recovery services. In 2005, following Hurricane Rita, NAPCO was awarded the contract for Tyler County Texas. Three years later, NAPCO was awarded the contract for Tyler County and Houston County Texas. For all these projects we partnered with DTS and successfully completed the disaster recovery services contract in a timely manner. The expertise and experience provided by DTS was extremely valuable in the completion of these projects. DTS know and understands the disaster recovery business and is focused on providing prompt services and meeting the needs and requirements of the local, state and federal authorities. In the event that NAPCO is involved in any further disaster recovery services we will certainly continue to partner with DTS because we know we can count on them. If you are considering an organization to serve your disaster recovery needs I would highly recommend Daniel's Tree Service.

Sincerely,

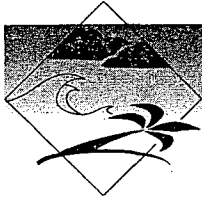

Lonnie Grissom, Jr.
President

**DTS, INC.****DISASTER RECOVERY MANAGEMENT****Equipment List**

Manufacturer	Model	Size	Quantity
International Bucket	2002	80 Ft	2
Freightliner	2000	50 Cubic Yards	2
Mack Truck	2006	50 Cubic Yards	1
Sterling Knuckleboom	2003	50 Cubic Yards	3
Sterling Knuckleboom	2004	50 Cubic Yards	3
International Truck	1995	50 Cubic Yards	2
International Dump Truck	1999	Prentice Only Loader	1
Sterling Dump Trucks	2004	50 Cubic Yards	1
Pete Dump Trailer	2005	40 Cubic Yards	2
Kaufman Trailers	2009	65 Cubic Yards	7
Caterpillar Bulldozer	1999	D 6	1
Caterpillar Skid Loader	2005	287	7

**DTS, INC.****DISASTER RECOVERY MANAGEMENT**

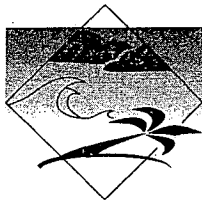
Caterpillar Bulldozer	2006	D 3	1
Kubota Tractor	2005	9020	1
Kubota Tractor	1999	9020	2
New Holland Trackhoe	2003	320 CAT	1
New Holland Backhoe	2003	555E	1
Rayco Stump Grinder	2000	-	1
Suncruiser Pontoon Boat	1997	22 Ft	1
Yamaha Boat	2006	90 HP	1
Chevrolet Silverado Truck	2006	2500	3
Chevrolet Silverado Service Truck	2006	3500	1
Chevrolet Suburban	2001	-	1
Mobile Office	2005	-	1
Tracking Assistant Business Software	2003	-	9
Travel Campers (Mobile Living Quarters)	2005	-	7



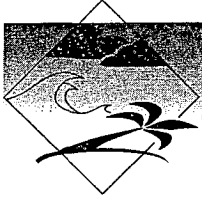
DTS, INC.

DISASTER RECOVERY MANAGEMENT

HP Laptop Computers	-	-	9
Portable Satellite Broadcasting System	2004	-	2

**DTS, INC.****DISASTER RECOVERY MANAGEMENT****Subcontractor Equipment List**

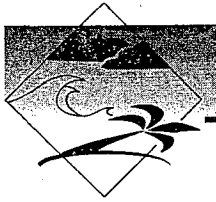
Manufacturer	Model	Size	Quantity
Bucket Trucks	-	-	100
Tub Grinders	-	-	5
Bulldozers	-	-	30
Dump Trucks	-	-	200
Bobcat Loaders	-	-	50
Rubber Tire Backhoes	-	-	30
Trackhoe 690 J.D. or Equivalent	-	-	40
Cranes	-	-	10
Water Trucks	-	-	8
Front End Loader	-	-	20
Self Loading Knuckleboom Trucks	-	50 CY	50
Skidders	-	-	18



DTS, INC.

DISASTER RECOVERY MANAGEMENT

Equipment Transport	-	-	10
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DTS, INC.

DISASTER RECOVERY MANAGEMENT

Subcontractors Plan

In compliance with 44 CFR 206.10, Daniel's Tree Service, Inc (DTS) as a result of an awarded contract will provide if necessary, a complete list of qualified sub contractors available to DTS and the owner. DTS does not have a percentage of the work set-a-side for a particular classification of subcontractor. It is the policy of DTS to utilize local qualified subcontractors to the maximum extent where deemed necessary and where events are large enough that DTS equipment and personnel need to be supplemented to complete the job. DTS promotes Equal Opportunity hiring and gives special attention to small, disadvantaged firms and/or women owned small business firms by advertising through the local media and visiting local employment offices. Priority subcontracting considerations will go to all subcontractors that have provided quality work to DTS in the past.

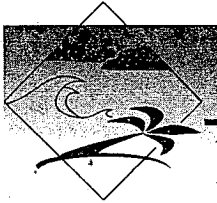
DTS's plan for utilizing local subcontractor participation is that once a contract is activated DTS will place an advertisement in the local newspaper to give qualified local subcontractors the opportunity to perform work on this job.

DTS has a number of subcontractors who will provide their own management personnel with little oversight by DTS's team, along with many self-sufficient subcontractors who have worked with us on previous disasters.

All subcontractors must comply with all of the contractual conditions as follows:

- 1.) Provide assurances that no current owner, principal or officer of the firm is or has been debarred by the state or federal government.
- 2.) Fully read, understand and sign the Subcontractor Contract.
- 3.) Fully comply with all local, state and federal laws, including social security, workers compensation and unemployment insurance.
- 4.) Obtain and furnish a copy of required insurance from a responsible insurer and workers compensation.
- 5.) The subcontractor will pay for all materials, equipment and labor used to perform the duties and services under the signed contractual agreement.
- 6.) Take all safety precautions; comply with all EPA, FEMA, DOT requirements and obtain all required local and state licenses.
- 7.) In the event a subcontractor is unable to comply with any of the contractual agreements DTS may terminate the subcontractor for such cause.
- 8.) Subcontractor must provide a payment billing statement according to the stipulations of the contractual agreement.

During the 2005-2006 Hurricane seasons, DTS had over 200 large and small subcontractors with an equipment capacity of over 1000 trucks which aided in participating in 15 projects simultaneously in three states. They have committed their equipment and manpower to assist us in our mission in Disaster Operations.



DTS, INC.

DISASTER RECOVERY MANAGEMENT

SUBCONTRACT

PROJECT: **INSERT PROJECT NAME**
 INSERT PROJECT ADDRESS
 INSERT CITY, STATE ZIP

THIS AGREEMENT dated this «day» day of «month», «year» by and between «subcontractor» ("SUBCONTRACTOR"), and **DTS, INC.**, ("CONTRACTOR")

WITNESSETH:

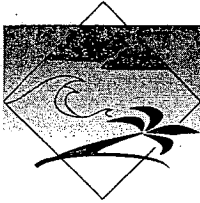
That both parties for valuable consideration agree as follows:

1. SUBCONTRACTOR agrees to furnish and pay for all licenses, permits, materials, labor (all properly skilled and trained), management, supervision, coordination, hoisting, equipment, tools, resources, and everything necessary to complete the work described in Paragraph 2 hereof for the above referenced project in accordance with the "Contract Documents". SUBCONTRACTOR agrees to be bound by the terms, conditions and responsibilities of CONTRACTOR'S contract with CONTRACTOR'S customer ("Prime Contract") including, without limitation, warranties; except that those conditions within this Subcontract which are more stringent shall prevail. SUBCONTRACTOR owes all duties and responsibilities to CONTRACTOR that CONTRACTOR owes to its customer under the Prime Contract. This Subcontract, the Prime Contract, plans, drawings, specifications, schedules and modifications thereto for this project are incorporated into and made a part of this Subcontract as the Contract Documents. The Contract Documents supersede any prior negotiations, proposals or bid(s) and comprises the complete agreement between the parties. In the event of conflict among the contract documents, the order of precedence shall be this Subcontract, then the highest duty of performance by SUBCONTRACTOR. This agreement shall not be construed against either party as the drafter of this agreement.

2. The scope of work for this agreement is described in Schedule A, and the Contract Documents.

3. CONTRACTOR agrees to pay SUBCONTRACTOR for the performance of the work as set forth on Schedule A subject to the following conditions:

SUBCONTRACTOR shall be eligible for payment after three (3) weeks work. The first payment which shall cover the first week of work will be paid at the end of the fourth week. SUBCONTRACTOR shall be paid weekly thereafter. The amount paid shall be the amount received by CONTRACTOR from CONTRACTOR'S customer less ____% retainage. SUBCONTRACTOR shall execute a Partial Release of Claims in the form attached as Exhibit "B" in exchange for each payment received and shall provide an executed release in the same form from any vendors providing labor, services or materials to SUBCONTRACTOR. The final payment to SUBCONTRACTOR will become due within 30 days of final completion, acceptance of the work, CONTRACTOR receiving payment of the final billing from its customer, and CONTRACTOR receiving satisfactory evidence of payment of any person working for or under SUBCONTRACTOR, SUBCONTRACTOR'S execution of a Final



DTS, INC.

DISASTER RECOVERY MANAGEMENT

Waiver and Release of Claims Upon Final Payment and SUBCONTRACTOR providing an affidavit as described in paragraph 18 below.

In the event that there is minor work unperformed or claims relating to SUBCONTRACTOR'S work, CONTRACTOR has the discretion to make payment holding back sufficient sums in CONTRACTOR'S sole discretion to protect CONTRACTOR and/or its customer for such incomplete work or claims. CONTRACTOR may offset damages under any other contract with SUBCONTRACTOR against sums claimed due under this subcontract. SUBCONTRACTOR agrees that all payments to be made to SUBCONTRACTOR by CONTRACTOR are contingent upon and subject to the express condition precedent that CONTRACTOR has received payment from its customer for SUBCONTRACTOR'S work. SUBCONTRACTOR assumes the risk of nonpayment from

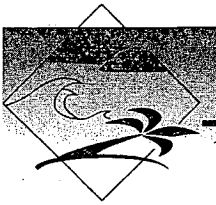
CONTRACTOR'S customer to CONTRACTOR. If CONTRACTOR is not paid for SUBCONTRACTOR'S work, then SUBCONTRACTOR is not entitled to be paid from CONTRACTOR.

4. SUBCONTRACTOR agrees to commence the work within 24 hours of direction by CONTRACTOR and to diligently and continuously prosecute the work according to CONTRACTOR'S schedule as amended; and to coordinate the work with other work on the project by other trades, so that CONTRACTOR shall not be delayed by any act or omissions of SUBCONTRACTOR in the completion of the project. In the event that SUBCONTRACTOR, in the sole opinion of CONTRACTOR, fails to start the project as directed or is unable to timely supply sufficient skilled workmen or materials or equipment, CONTRACTOR may terminate this agreement or supplement SUBCONTRACTOR'S forces, at CONTRACTOR'S option following 24 hours written or verbal notice. If CONTRACTOR supplements SUBCONTRACTOR'S forces or terminates this agreement under this provision then SUBCONTRACTOR shall be responsible to reimburse CONTRACTOR for all costs expended to complete SUBCONTRACTOR'S work including, without limitation, supervision and overhead costs.

5. No alterations to the work covered under this Agreement shall be made except on the written Change Order of CONTRACTOR and where so made, the value of the work or materials added or omitted shall be timely computed and submitted by SUBCONTRACTOR, subject to the written approval and acceptance by CONTRACTOR, and the amount shall be added or deducted from the contract price. SUBCONTRACTOR waives and shall have no claim for additional work unless such work has been authorized by a written Change Order from CONTRACTOR. In the event CONTRACTOR and SUBCONTRACTOR cannot reach an agreement as to the value of any additional work, CONTRACTOR may direct SUBCONTRACTOR to perform such work, compensating SUBCONTRACTOR for all its direct labor, materials, equipment and its subcontractor's cost plus 10% as full compensation.

Where SUBCONTRACTOR is required to delete or to do extra or additional work, pursuant to changes in the Prime Contract or directives from CONTRACTOR'S customer, SUBCONTRACTOR shall be bound by the determination between CONTRACTOR and its customer as to any increase or decrease in compensation or time of performance and any increase in subcontract amount or time granted to SUBCONTRACTOR shall be expressly conditioned on CONTRACTOR'S receipt of same from Owner.

If SUBCONTRACTOR has a claim, disputes a claim or in any way disagrees with any order, ruling, assignment of work, or interpretation of Contract Documents, SUBCONTRACTOR shall give written notice of said dispute, claim or disagreement to CONTRACTOR within 48 hours after it knew or should have known of such dispute claim or disagreement, setting forth the basis of its position and failure to do so shall constitute a waiver of



DTS, INC.

DISASTER RECOVERY MANAGEMENT

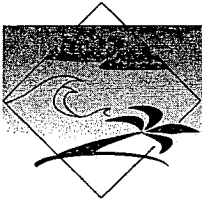
any such dispute, claim or disagreement. SUBCONTRACTOR agrees that it will continue work pending resolution of any disputes.

In the event, in CONTRACTOR'S sole opinion, there is any irregularity whatsoever with any work or work tickets specifically including, but without limitation, unsigned tickets, lost tickets, tickets that appear to have improper or incorrect quantities (including but not limited to quantities that CONTRACTOR does not reasonably believe could not have been performed during the period covered by the ticket), improperly filled out tickets or tickets with extraneous writings or notations then SUBCONTRACTOR shall be bound by CONTRACTOR'S decision as to whether or not to present such ticket to CONTRACTOR'S customer for payment (or if such ticket has been presented to CONTRACTOR'S customer for payment to withdraw such ticket whether paid (in which case a refund will be issued to CONTRACTOR'S customer) or unpaid) so long as CONTRACTOR does not exercise its discretion to present, not present or withdraw any tickets in bad faith or with deliberate malfeasance. So long as CONTRACTOR does not exercise its discretion in bad faith or with deliberate malfeasance, CONTRACTOR'S decision shall be final and binding on SUBCONTRACTOR. SUBCONTRACTOR agrees that CONTRACTOR'S right to exercise such discretion is absolute, complete, unqualified and unconditional. By entering into this Subcontract SUBCONTRACTOR acknowledges and agrees that this provision is requested by CONTRACTOR due to the nature of CONTRACTOR'S work for CONTRACTOR'S customers including Federal, State and local governments and the serious consequences, including possible criminal consequences, that may result from inaccurate billing. SUBCONTRACTOR further acknowledges that this paragraph contains material terms of this Subcontract, that CONTRACTOR would not enter into this Subcontract with SUBCONTRACTOR but for SUBCONTRACTOR'S agreement to the provisions of this paragraph and to the fullest extent of the law, SUBCONTRACTOR waives any right to challenge the validity of the provisions of this paragraph and/or CONTRACTOR'S exercise of its discretion in connection herewith.

6. SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR and its officers and employees) from and against all liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, arising out of or relating to the performance of the Subcontract to the extent caused by SUBCONTRACTOR, or any of SUBCONTRACTOR'S subcontractors, suppliers, manufacturers, or other persons or entities employed or utilized by SUBCONTRACTOR in the performance of the Subcontract.

7. SUBCONTRACTOR agrees to be bound by, and at its own cost, comply with all federal, state and local laws, ordinances and regulations (hereinafter collectively "laws") applicable to the Subcontract Work including, but not limited to, FEMA, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, community small-business enterprise, and all other laws with which SUBCONTRACTOR must comply according to the Contract Documents. SUBCONTRACTOR shall be liable to CONTRACTOR for all loss, cost and expense attributable to any acts of commission or omission by SUBCONTRACTOR, its employees and agents resulting from the failure to comply therewith, including, but not limited to, any fines, penalties or corrective measures, except as provided elsewhere herein.

8. SUBCONTRACTOR shall maintain at its own cost such insurance as will protect it from claims under the Worker's Compensation Law, as well as Public Liability and Property Damage Insurance as described herein. Prior to commencing work, SUBCONTRACTOR shall provide certificates of insurance evidencing this insurance coverage in amounts and from insurance companies acceptable to CONTRACTOR. If SUBCONTRACTOR fails to provide the required insurance, CONTRACTOR shall have the right, but not the duty, to provide said insurance and deduct from any money due to SUBCONTRACTOR all premiums paid by said CONTRACTOR for the above insurance or terminate the Contract without prejudice to CONTRACTOR. SUBCONTRACTOR shall not be entitled to receive any payments until CONTRACTOR has been furnished with a current Certificate of Worker's Compensation and Liability Insurance.



DTS, INC.

DISASTER RECOVERY MANAGEMENT

9. SUBCONTRACTOR shall not assign, transfer or sublet this subcontract, any part thereof, or any interest herein, without the prior written consent of CONTRACTOR. In the event SUBCONTRACTOR does assign, transfer or sublet this contract or a portion thereof, SUBCONTRACTOR shall incorporate the provisions of this agreement into its agreement with its assignee, transferee, sub-subcontractor or supplier. CONTRACTOR may terminate this contract for convenience.

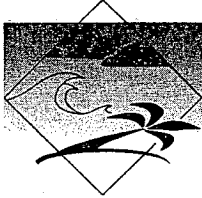
10. SUBCONTRACTOR will pay all Social Security and other Federal, State, and local taxes or charges imposed upon it as an employer in connection with the performance of this subcontract, and will furnish evidence, when requested by CONTRACTOR, showing that all such payments required to be made have been paid.

11. Payments otherwise due may be withheld by CONTRACTOR on account of defective work not remedied, claims filed against SUBCONTRACTOR, claims against CONTRACTOR or its customer resulting from the actions or inactions of SUBCONTRACTOR, failure of SUBCONTRACTOR to make payments properly to its subcontractors and/or suppliers for materials or labor, failure to pay taxes, a reasonable doubt that SUBCONTRACTOR'S work can be timely completed, or a reasonable doubt that the subcontract can be completed for the balance then unpaid.

12. SUBCONTRACTOR will save and keep the project referred to in this Contract free from all liens pursuant to applicable law by reason of the work hereunder. This provision is not to be construed as a waiver of SUBCONTRACTOR'S lien rights. If SUBCONTRACTOR fails to remove any lien CONTRACTOR may retain sufficient funds, out of any money due or thereafter to become due to SUBCONTRACTOR, to pay the same and all costs incurred by reason thereof.

13. Time is of the essence of this subcontract between CONTRACTOR and SUBCONTRACTOR. Any failure of SUBCONTRACTOR to perform its obligation in the times and durations set forth herein shall be a material breach hereof. SUBCONTRACTOR, in agreeing to complete the work diligently, expeditiously and in a continuous manner as directed by CONTRACTOR, has taken into consideration and made allowances for all hindrances and delays incidental to this work.

14. In the event SUBCONTRACTOR shall at any time while this Agreement is in effect make an assignment for the benefit of creditors, become insolvent, or fail to pay promptly when due all bills and charges for labor, materials, and rental of equipment used in the performance of this Subcontract, or required by this Subcontract to be paid; and/or in the event of SUBCONTRACTOR'S failure to perform promptly each and every obligation required hereunder, including failing in the opinion of CONTRACTOR to supply adequate and competent supervision, or a sufficiency of properly skilled workmen or materials of proper quality, or fail in any respect to prosecute the work with promptness and diligence, CONTRACTOR shall have the option, after twenty four (24) hours written notice by certified mail, hand-delivery, mailgram or facsimile transmission to SUBCONTRACTOR, to provide any such labor or materials and to deduct the cost thereof from any money due or thereafter to become due by CONTRACTOR to SUBCONTRACTOR. CONTRACTOR shall also be at liberty to terminate the employment of SUBCONTRACTOR on the project and, without waiving the right to sue for damages, to enter upon the premises and take possession of all materials, tools, and/or appliance(s) of any kind whatsoever, and to employ any other person or persons to finish the work and/or to provide the materials. In case of such discontinuance of the employment of SUBCONTRACTOR, it shall not be entitled to receive any payment under this Contract which might otherwise be due to it until the work shall be finished, accepted and paid for. At such time if the unpaid balance of the amount to be paid under this Contract does not exceed the expenses (including overhead and supervision) incurred by CONTRACTOR in finishing SUBCONTRACTOR'S work,



DTS, INC.

DISASTER RECOVERY MANAGEMENT

SUBCONTRACTOR shall pay the difference to CONTRACTOR. SUBCONTRACTOR shall pay the CONTRACTOR a sum equal to CONTRACTOR'S total cost of completing such work.

15. Notwithstanding anything to the contrary, CONTRACTOR may, with or without cause, or for its own convenience, terminate the Subcontract, in whole or in part, at any time upon written notice to SUBCONTRACTOR. On the effective date of any such termination, SUBCONTRACTOR shall discontinue performance of the subcontract Work pending CONTRACTOR'S instructions. In the event of any such termination notice, SUBCONTRACTOR shall withdraw its employees and equipment from the work site on the effective date of the termination as specified in the notice regardless of any claim SUBCONTRACTOR may have against CONTRACTOR. SUBCONTRACTOR shall be paid the Subcontract amount due for that portion of the Subcontract Work actually completed prior to the termination notice, plus reasonable direct costs of the close-out of the Subcontract. In no event shall SUBCONTRACTOR be entitled to unabsorbed overhead, anticipatory profits, reputational damage, or other damages or indirect costs.

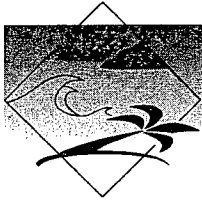
Upon receipt of any termination notice, SUBCONTRACTOR immediately shall advise CONTRACTOR of its outstanding subcontracts or supply contracts pertaining to the performance of terminated work, furnishing CONTRACTOR with complete copies of any such agreements and any requested documentation of the status of the performance of and payment for such subcontract or supply contract work. SUBCONTRACTOR shall promptly make every reasonable effort to procure cancellation, upon terms satisfactory to CONTRACTOR, of all subcontracts and supply contracts; or, as directed by CONTRACTOR, shall assign to CONTRACTOR such of its subcontracts and supply contracts as are designated by CONTRACTOR.

In the event CONTRACTOR terminates SUBCONTRACTOR for cause and it is later determined in any applicable disputes proceeding that such termination for cause was not justified, then the parties acknowledge and agree that the termination for cause shall automatically be converted to a termination for convenience and SUBCONTRACTOR shall be entitled to be compensated for work performed plus reasonable direct costs of the close-out of the Subcontract but in no event for lost profit on work not performed.

16. In the event of any dispute arising out of or relating to this agreement, or any performance or lack thereof hereunder the prevailing party shall be entitled to recover its reasonable attorney fees and costs. The sole and exclusive venue for any dispute shall be Broward County, Florida except that in the event that the prime contract requires venue in a different county then SUBCONTRACTOR agrees to venue in such county if litigation occurs in that county between CONTRACTOR and its customer and SUBCONTRACTOR agrees to consolidate any litigation between it and CONTRACTOR with any litigation between CONTRACTOR and its customer. This agreement shall be interpreted in accordance with the laws of the State of Florida.

17. No payment to SUBCONTRACTOR shall be considered an approval or acceptance of SUBCONTRACTOR'S work or materials, or any part thereof. All work is guaranteed to be free of defects in workmanship and/or materials for a minimum period of one year after completion and acceptance by Owner or as otherwise specified.

18. SUBCONTRACTOR'S request for final payment in connection with the work shall include an affidavit reciting the following and a Final Waiver and Release of Claims Upon Final Payment in the form attached hereto as Exhibit C together with the releases described in paragraph (e) below:



DTS, INC.

DISASTER RECOVERY MANAGEMENT

- (a) The undersigned certifies that an authorized representative has seen and supervised the progress of the work under this Contract between CONTRACTOR and SUBCONTRACTOR, that all work conforms with applicable code requirements, and has been properly installed in accordance with what is considered good practice for the trade.
- (b) That all inspections as required by local authorities have been made and all work under this Contract between CONTRACTOR and SUBCONTRACTOR has been approved.
- (c) That all work as installed is in substantial conformance with the plans and details for this work excepting only as follows: (Note exceptions)
- (d) The undersigned certified that each and every one of SUBCONTRACTOR'S subcontractors, materialmen, and workmen has been paid in full and entirely, and that no monies are owed to any entity for the work hereunder.
- (e) Full and Final Releases of Lien/Bond from all its vendors and subcontractors, correctly executed in the form attached hereto.

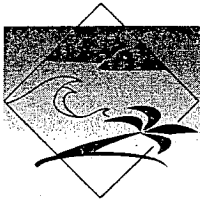
19. SUBCONTRACTOR is required to make payments to its subcontractors or vendors and furnish CONTRACTOR with appropriate Waivers, for previous payments, prior to receiving the next payment. If this requirement is not fulfilled, the CONTRACTOR may (a) make direct payment to Sub-subcontractors and /or vendors, or (b) make joint check payment to SUBCONTRACTOR and its subcontractors or vendors.

CONTRACTOR shall be entitled to a backcharge of \$25.00 for each such check as a fee for additional overhead.

20. At the conclusion of construction a "Punch List" which requires correction or completion may be given to SUBCONTRACTOR. SUBCONTRACTOR agrees to complete such "Punch List" within seven (7) days of receipt. SUBCONTRACTOR'S failure to correct said items within said seven (7) day period shall give the CONTRACTOR the right, but not the obligation, to complete or correct said items without further notice to SUBCONTRACTOR, and to charge the cost thereof, including supervision and overhead, to SUBCONTRACTOR.

21. In the event the Contract Documents include Equal Employment Opportunity requirements, minimum wage requirements and reporting procedures for them, SUBCONTRACTOR is responsible to comply with these procedures. CONTRACTOR has the right to audit wage rates, reports, and payments.

22. No claim for damages or any claim other than for an extension of the time shall be made or asserted against CONTRACTOR or its customer by reason of any delays, disruptions, or interference of any kind whatsoever. SUBCONTRACTOR shall not be entitled to an increase in the Contract Sum or payment of compensation of any kind from CONTRACTOR or its customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by SUBCONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of CONTRACTOR. Otherwise, SUBCONTRACTOR shall be entitled only to extension of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. In the event that this provision is determined by any court to not apply to any claimed delay, interference,



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disruption, or the like, then the parties agree that the amount of such damage is difficult or impossible to calculate at the time of contracting and therefore agree that liquidated damages to SUBCONTRACTOR shall be \$50.00 per work day.

23. SUBCONTRACTOR shall maintain from the time of commencement of work hereunder through the date of final payment the following insurance coverage by an insurance carrier(s) rated B+ or better by BEST with CONTRACTOR and CONTRACTOR'S surety being named as additional named insured's on SUBCONTRACTOR'S policy(ies) of insurance:

WORKER'S COMPENSATION: Coverage for all employees and statutory employees without any exemptions with minimum coverage to be \$100,000.00 for each Accident, \$500,000.00 for Disease-policy limit, \$500,000.00 for Disease-each employee and/or Statutory limits for each coverage whichever is greater.

GENERAL LIABILITY with combined single limit of not less than \$1,000,000.00, including contractual liability and completed operations coverage.

AUTOMOBILE/MOTOR VEHICLE: Combined single limit of not less than \$1,000,000.

SUBCONTRACTOR shall furnish a certificate of effective insurance or copy of the policy to CONTRACTOR reflecting the said coverage as a condition precedent to any payment(s) coming due under the Subcontract. The certificate of insurance shall require (not simply endeavor to give) notice of termination of coverage at least 30 days prior to the effective date of any such termination. The risk of loss for any deductible is on SUBCONTRACTOR. SUBCONTRACTOR'S failure to maintain any required insurance coverage may be considered by CONTRACTOR as a material breach of this subcontract in CONTRACTOR'S discretion.

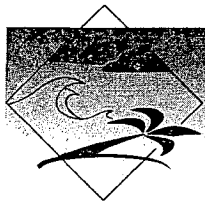
24. SUBCONTRACTOR shall review any back charges from CONTRACTOR and deliver to CONTRACTOR any objections in writing within 7 days of the back charge. Failure to so object shall constitute waiver of any objection to the back charge.

25. SUBCONTRACTOR agrees to inspect and check all work performed by others necessary to receive the SUBCONTRACTOR'S work. Should SUBCONTRACTOR proceed with work without giving written objection to CONTRACTOR of any noncompliance, SUBCONTRACTOR thereby accepts and cannot be later heard to complain of the conditions of that work.

26. In the event that SUBCONTRACTOR uses the CONTRACTOR'S equipment, facilities, transportation, scaffolding, utilities, ladders, (which shall be at CONTRACTOR'S sole discretion) SUBCONTRACTOR agrees to indemnify and hold harmless the CONTRACTOR, and its officers, agents, employees and servants, from any claims, actions, demands, damages, and expenses, including legal fees, resulting during use of same, or from use of same, regardless of cause.

27. SUBCONTRACTOR shall be responsible to furnish weekly progress reports as to the number of employees, equipment used, task start and finish dates and quantities of work performed. SUBCONTRACTOR shall protect and not damage any of the work of other trades. SUBCONTRACTOR shall be responsible for the proper and secure storage of its materials, tools, and equipment.

28. SUBCONTRACTOR shall obtain written approval from CONTRACTOR for all subcontracts. SUBCONTRACTOR shall not subcontract or assign any work hereunder without such prior written approval. Any



DTS, INC.

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such assignment or subcontract without the prior written approval is void, and such activity shall be considered a material breach of the SUBCONTRACT authorizing CONTRACTOR to terminate the subcontract for cause.

29. If this project is one performed for the U. S. Government, or any of its agencies or authorities,

i. The contractual remedial procedure described in CONTRACT CLAUSES, FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) FAR 52.233-1, Disputes (October 1995) of the Prime Contract is specifically incorporated herein by reference and made a part of this Subcontract. SUBCONTRACTOR shall first pursue and fully exhaust said procedure before commencing any other action against CONTRACTOR or its surety for any claims it may have arising out of its performance of the Work herein. Upon SUBCONTRACTOR'S written request, CONTRACTOR agrees to prosecute all facially legitimate claims submitted by SUBCONTRACTOR under the contractual remedial procedure of the Prime Contract on behalf of and to the extent required by SUBCONTRACTOR. SUBCONTRACTOR agrees to be responsible for preparation and active prosecution of the claims to the extent permitted and shall reimburse CONTRACTOR all expenses and costs, including attorneys' fees, incurred by CONTRACTOR on behalf of SUBCONTRACTOR. Final determination of SUBCONTRACTOR'S claims by the appropriate board or court shall be final and binding on SUBCONTRACTOR.

ii. Upon receiving the written consent of CONTRACTOR, SUBCONTRACTOR may pursue any claims it may have against the Owner in the name of CONTRACTOR if the claims arise out of

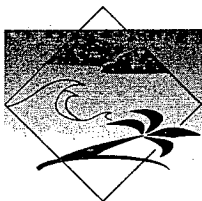
SUBCONTRACTOR'S performance of the Work herein and are not encompassed by the contractual remedial procedure in the Prime Contract and this Subcontract. SUBCONTRACTOR agrees to be totally responsible for preparation and prosecution of any such claims and shall reimburse CONTRACTOR for all expenses and costs including attorneys' fees incurred by CONTRACTOR in this regard. Final determination of SUBCONTRACTOR'S claims by the appropriate forum shall be final and binding on SUBCONTRACTOR and CONTRACTOR or its surety shall have no liability, responsibility or obligation to SUBCONTRACTOR except as may be otherwise provided in this Subcontract.

iii. If the Prime Contract incorporated herein is one for which CONTRACTOR has provided any bond(s) pursuant to 40 U.S.C. §270a, the "Miller Act", then SUBCONTRACTOR expressly agrees to stay any action or claim under this Subcontract against CONTRACTOR'S bond(s) pending the complete and final resolution of the Prime Contract's contractual remedial procedure. These terms in no way excuse or stay Subcontractor's filing of any and all notices as required by statute or bond.

In the event that the project is not a contract to which the federal contract disputes act applies, the SUBCONTRACTOR agrees to participate with CONTRACTOR and undertake the expense to prosecute any claims of SUBCONTRACTOR through all administrative remedies as a condition precedent to making any claim directly against CONTRACTOR or its surety.

30. SUBCONTRACTOR shall be liable for all actual damages suffered by CONTRACTOR as a result of delays caused by SUBCONTRACTOR including, without limitation, liquidated damages or actual damages asserted against CONTRACTOR. In the event that any liquidated or actual damages are assessed against CONTRACTOR, SUBCONTRACTOR shall be responsible for such liquidated or actual damages for any period during which the SUBCONTRACTOR was a substantial factor in delay relating to such damages.

31. Until final completion of the Subcontract Work, SUBCONTRACTOR agrees not to perform any work directly for CONTRACTOR'S customer.



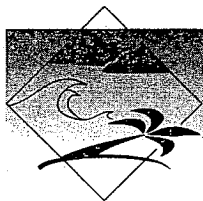
DTS, INC.

DISASTER RECOVERY MANAGEMENT

32. The parties agree that this contract must be signed by SUBCONTRACTOR and delivered to an authorized representative of CONTRACTOR, DTS, INC. to be binding on the parties.

33. The following Exhibits are a part of this Agreement.

SCHEDULE "A"	Scope of Work and Pricing.
EXHIBIT "B"	Partial Release of Claims.
EXHIBIT "C"	Waiver and Release of Claims Upon Final Payment.
EXHIBIT "D"	Subcontractor Information Sheet.



DTS, INC.

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IN WITNESS WHEREOF, the parties have executed the Agreement on the date first above written.

SUBCONTRACTOR:

«subcontractor»

«address»

«citystatezip»

CONTRACTOR:

DTS, INC

326 Darby Road

Taylors, SC 29687

By: _____

Name: _____

Title: _____

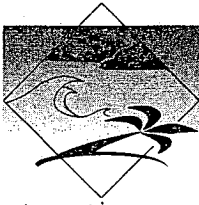
Federal ID Number: _____

License No.: _____

By: _____

Name: _____

Title: _____



DTS, INC.

**DISASTER RECOVERY MANAGEMENT
SCOPE OF WORK**

«subcontractor»

PROJECT: INSERT PROJECT NAME
 INSERT PROJECT ADDRESS
 INSERT CITY, STATE ZIP
 Contract #INSERT OWNER #

SUBCONTRACTOR shall furnish, on the above-referenced contract project, the following:

DTS, INC.

DISASTER RECOVERY MANAGEMENT

PARTIAL RELEASE OF CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

For value received, the receipt and sufficiency of thereof being acknowledged, the undersigned hereby releases all liens, claims against bond, claims (legal and/or equitable), demands, indebtedness, and rights to claim against all persons, including but not limited to the DTS, INC., its surety (if any), the prime contractor and its surety, if any, and the real property and its Owner for all labor, services and materials furnished by or through the undersigned, through the effective date of _____, 200____, for the benefit of the property described as:

PROJECT: INSERT PROJECT NAME
 INSERT PROJECT ADDRESS
 INSERT CITY, STATE ZIP

The undersigned further swears, affirms, and represents that it has paid for all labor, materials, and services used in improvement of the said property through the date hereof, except for the following:
(list any unpaid persons and amounts unpaid - if blank, then none)

The undersigned makes this sworn statement based on personal knowledge, and with the understanding that DTS, INC. is relying on this representation in order to make payment to or for the benefit of the undersigned, for the work performed and/or materials furnished at the stated property. This release is effective as to both the amount paid, and for all labor, services, and materials furnished through the effective date, only.

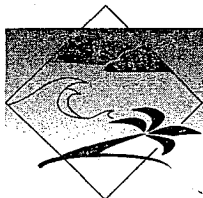
BY: _____

State of ()
County of ()

The foregoing partial release of claims was sworn to and subscribed before me this ____ day of _____, 200____, by _____, known to me to be the _____ of _____, and who did take an oath.

NOTARY PUBLIC

My Commission Expires:



DTS, INC.

**FINAL WAIVER AND RELEASE OF CLAIMS
DISASTER RECOVERY MANAGEMENT**

KNOW ALL MEN BY THESE PRESENTS:

For value received, the receipt and sufficiency of thereof being acknowledged, the undersigned hereby releases all liens, claims against bond, claims (legal and/or equitable), demands, indebtedness, and rights to claim against all persons, including but not limited to the DTS, INC. its surety (if any), the prime contractor and its surety, if any, and the real property and its Owner for all labor, services and materials furnished by or through the undersigned, for the benefit of the property described as:

**PROJECT: INSERT PROJECT NAME
 INSERT PROJECT ADDRESS
 INSERT CITY, STATE ZIP**

The undersigned further swears, affirms, and represents that it has paid for all labor, materials, and services used in improvement of the said property except the following:

(list any unpaid persons and amounts unpaid - if blank, then none)

The undersigned makes this sworn statement based on personal knowledge, and with the understanding that DTS, INC. and its surety are relying on this representation in order to make payment to or for the benefit of the undersigned, for the work performed and/or materials furnished at the stated property.

DATED On _____, 200__

Name _____

Address _____

BY: _____

Printed Name: _____

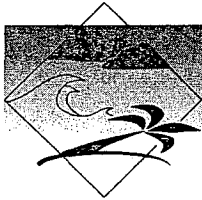
Title: _____

State of)
County of)

_____ day of _____, 200__, by _____, known to me to be the _____ of _____, and who did take an oath.

NOTARY PUBLIC

My Commission Expires:



DTS, INC.

DISASTER RECOVERY MANAGEMENT

Subcontractor Information Sheet

Subcontractor	
Mailing Address	
Home Phone Number	
Nextel Direct Connect	
Cell Number	
Fax Number	
Emergency Contact	
Emergency Contact Number	
Local Address	
Project	
Commencement Date	

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Daniel's Tree Service, Inc.
400 E. Darby Road
Taylors, SC 29687

as Principal, hereinafter called the Principal, and

Hanover Insurance Company

a corporation duly organized under the laws of the State of NH
as Surety, hereinafter called the Surety, are held and firmly bound unto

Catawba County
PO Box 389, Newton, NC 28658

as Obligee, hereinafter called the Obligee, in the sum of ****Ten Thousand Dollars** (\$10,000.00)**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

RFP No. 11-1001 Debris Removal After 70 Hours

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

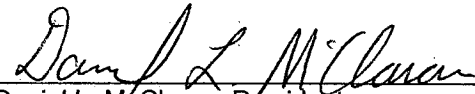
Signed and sealed this 28th day of January, 2011.

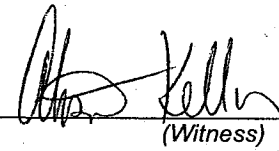

(Witness)

Daniel's Tree Service, Inc.

(Principal)

(Seal)

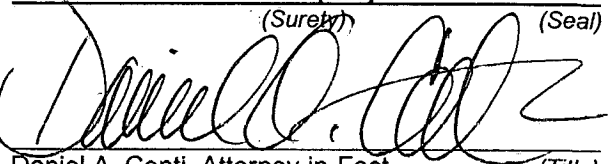

Daniel L. McClaran, President (Title)


(Witness)

Hanover Insurance Company

(Surety)

(Seal)


Daniel A. Conti, Attorney-in-Fact (Title)

This Power of Attorney may not be used to execute any bond with an inception date after May 1, 2011

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint Daniel A. Conti, Karen M. Cooper and/or Jasper D. Puckett

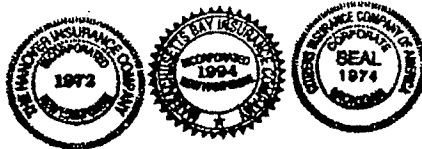
of Greenville, SC and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 27th day of May, 2008.



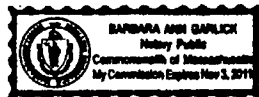
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson
Mary Jeanne Anderson, Vice President

Robert K. Grennan
Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 27th day of May 2008, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 28th day of January, 2011. ✓

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Brault
Stephen L. Brault, Assistant Vice President


RFP 11-1001 Debris Removal After 70 Hours—January 10, 2011

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 60 days in order to allow the County adequate time to evaluate the proposals.

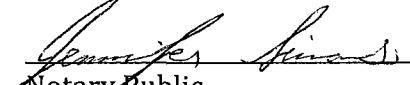
I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the County of Catawba or any other contractor is interested in said proposal; and that the undersigned executed this Contractor's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

DTS, Inc.
Name of Firm

By: 
Signature
Daniel McClaran / President
Name and Title (Please print or type)

Sworn to and subscribed before
me this 17 day of Feb 2011.


Notary Public

326 E Darby Rd
Mailing Address
Taylors, SC 29687
City, State, Zip
864-915-9334
Telephone Number
864-895-4807
Fax Number

State of South Carolina

My commission expires:

4/5/2016

CATAWBA COUNTY FEE SCHEDULE

**Solid Waste Management Disposal
Fee Schedule**

RFP 11-1001 Debris Removal After 70 Hours

ADDENDUM #7 PRICE PROPOSAL FORM – CORRECTED

DEBRIS REMOVAL, PROCESSING AND DISPOSAL. – DO NOT INCLUDE TIPPING FEES IN UNIT COST

Category	Field Name and Description	Unit	Cost Per Unit		
Vegetative Collect and Haul	0-15 Miles Veg from right of Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and removal for a haul distance up to 15 miles</i>	CY	\$5.53		
	16-30 Miles Veg from ROW to DMS <i>Vegetative collect and removal for a haul distance between 16 and 30 miles</i>	CY	\$6.35		
	31-60 Miles Veg from ROW to DMS <i>Vegetative collect and removal for a haul distance between 31 and 60 miles</i>	CY	\$6.35		
	60+ Miles Veg from ROW to DMS <i>Vegetative collect and removal for a haul distance greater than 60 miles</i>	CY	\$6.35		
	Single Price Veg from ROW to DMS <i>A single price vegetative collect and removal for any haul distance</i>	CY	\$6.00		

Management and Reduction					
	Debris Management Site Management <i>Preparation, management, and segregating at debris management site</i>	CY	\$3.25		

C & D Collect and Haul	0 – 15 Miles C&D from ROW to DMS <i>C&D collect and removal for a haul up to 15 miles</i>	CY	\$5.75		
	16 – 30 Mile C&D from ROW to DMS <i>C&D collect and removal for a haul distance between 16 and 30 miles</i>	CY	\$7.35		
	31 – 60 Miles C&D from ROW to DMS <i>C&D collect and removal for a haul distance between 31 and 60 miles</i>	CY	\$7.35		
	60+ Miles C&D from ROW to DMS <i>C&D collect and removal for a haul distance between 60 miles</i>	CY	\$7.35		
	Single Price C&D from ROW to DMS <i>A single price C&D collect and removal for any haul distance</i>	CY	\$7.00		

Final Disposal	0 – 15 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 0 – 15 miles</i>	CY	\$4.00		
	16 - 30 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 16 - 30miles</i>	CY	\$4.00		
	31 - 60 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 16 – 30 miles</i>	CY	\$4.00		
	60+ Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 60+ miles</i>	CY	\$4.00		
	Single Price from DMS to Final Disposal <i>A single price transport of processed debris from DMS to final disposal</i>	CY	\$4.00		

Tree Operations	Hazardous Trees 6" – 12" <i>Hazardous tree removal for a 6 – 12 inch trunk diameter</i>	Tree	\$10.00		
	Hazardous Trees 13" – 24" <i>Hazardous tree removal for a 13 – 24 inch trunk diameter</i>	Tree	\$175.00		
	Hazardous Trees 25" – 36" <i>Hazardous tree removal for a 25 - 36 inch trunk diameter</i>	Tree	\$250.00		
	Hazardous Trees 37" – 48" <i>Hazardous tree removal for a 37 - 48 inch trunk diameter</i>	Tree	\$250.00		
	Hazardous Trees 49"+ <i>Hazardous tree removal for a 40+ inch trunk diameter</i>	Tree	\$650.00		
	Trees with Hazardous Limbs > 2" <i>Hazardous hanging limb removal</i>	Tree	\$40.00		
	Hazardous Stumps >24" – 36" <i>Hazardous stump extraction for a 24 – 36 inch stump diameter</i>	Tree	\$250.00		
	Hazardous Stumps >37" – 48" <i>Hazardous stump extraction for a 37 - 48 inch stump diameter</i>	Tree	\$475.00		
	Hazardous Stumps >49"+ <i>Hazardous stump extraction for a 49+ inch stump diameter</i>	Tree	\$475.00		
	Stump Fill Dirt <i>Fill dirt for stump holes after extraction</i>	CY	\$18.00		

Specialty Removal	Waterway Debris Removal <i>Debris Removal from canals, rivers, creeks, streams, and ditches</i>	CY	\$25.00		
	Vehicle Removal <i>Removal of eligible vehicle</i>	Unit	\$50.00		
	Carcass Removal <i>Removal of debris that will decompose (animals and organic fleshy matter)</i>	Pound	\$3.00		
	ROW White Goods Removal <i>Pick up and haul of white goods to disposal site</i>	Unit	\$40.00		
	Freon Management <i>Freon management and recycling</i>	Unit	\$75.00		
	Demolition of Private Structure	CY	\$7.35		
	Electronic Waste <i>Removal of electronic debris that contain hazardous materials, such as cathode ray tubes. Includes computers monitors and televisions.</i>	Unit	\$30.00		
	Silt Removal	CY	\$18.00		
	Putrescent Removal <i>Removal of debris that will decompose or rot (animals and organic fleshy matter)</i>	Pound	\$3.00		
	Biowaste <i>Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste).</i>	Pound	\$15.00		

Company Name: _____

Address: _____

Signature: _____

Date: _____

Note: The selected Contractor shall agree to conduct an Education Day for the County. For example: what will take place and how will it take place.

1. INTRODUCTION

Catawba County seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency clean-up activities associated with a hurricane, storm, tornado or other natural manmade disaster. All municipalities within Catawba County shall be eligible to participate under this contract. The resulting contract will be for one (1) years with the option to extend the contract for two (2) additional one (1) year periods upon mutual agreement of both parties.

2. GENERAL TERMS AND CONDITIONS

2.1 Submit one (1) original and three (3) copies marked 11-1001 Debris Removal After 70 Hours– Natural or Man Made Disaster – Catawba County. Proposals will be received no later than 5:00 p.m., January 28, 2011, at the office of the Purchasing Agent, Catawba County, 100-A Southwest Boulevard, PO Box 389, Newton, NC 28658. Catawba County may request firms to make an oral presentation of their proposal.

2.2 All technical questions pertaining to this RFP shall be directed by e-mail to:

Debbie Anderson, Purchasing Agent
danderson@catawbacountync.gov

Only written questions will be considered. Any questions that the County feels are pertinent to all proposers will be issued as an addendum to the RFP. All addenda will be e-mailed to the known proposers and will be published on the County's website. All questions must be submitted by 5:00 p.m., January 28, 2011.

2.3 Catawba County reserves the right to waive any informalities, to reject any and/or all proposals and to accept any proposal which in its opinion may be in the best interest of the County.

2.4 Catawba County is not liable for any cost incurred prior to the execution of the contract.

2.5 During the performance of the contract, the contractor agrees as follows:

- a. Will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices, setting forth the provisions of this non-discrimination clause.
- b. All solicitations or advertisements for employees place by or on behalf of the contractor will state that such contractor is an equal opportunity employer.
- c. The successful bidder and their employees shall conform to all Federal, State and

Local regulations while in performance of their contracts. Any individual found not to conform shall not be allowed to start to work or if started shall be required to leave the job site immediately. Continued violation by any successful bidder shall result in the immediate termination of the successful bidder's contract without penalty to the County.

- 2.6 No proposal may be considered or accepted unless at the time of its filing the bid shall be accompanied by a bid bond in the amount of \$10,000. The bid bond must be executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will upon demand make payment to the obligee upon said and if the bidder fails to execute the contract in accordance with the bid bond. This deposit shall be retained if the successful bidder fails to execute the contract within ten (10) days after the award. The Contractor's obligation under the bid bond will not be discharged until a Performance and Payment Bond is executed and accepted by the County. A Performance and Payment Bond will be required within fifteen (15) working days after notification of award and will remain in effect for a period of one (1) year from the effective date of the contract. The Performance and Payment Bond shall be renewed each year and shall be submitted to the County thirty (30) days prior to the termination date of the existing Performance Bond until the contract is terminated or when a Notice to Proceed is issued.

3. INSURANCE REQUIREMENTS

The Contractor agrees to keep the following Insurance in full force and effective during the term of this Contract. The Contractor must also name Catawba County, as additional insured, while working within the boundaries of Catawba County.

- 3.1 The amount of insurance to be provided for all coverage listed under this section shall be not less than \$2,000,000, unless otherwise specified, per occurrence for claims arising from bodily injury and/or property damage, including accidental death which may arise directly or indirectly from Contractor's performance of work under this contract. The Contractor shall be responsible for any liability directly or indirectly arising out of work performed under this contract by a subcontractor or independent Contractor which liability is not covered by the subcontractor's or independent contractor's insurance.
- 3.2 The contractor shall maintain during the life of this contract Worker's Compensation and Employer's Liability Insurance covering all the Contractor's employees and uninsured subcontractors and independent contractors to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Worker's Compensation Law, and Employer's Liability Insurance in the minimum amount of \$500,000/\$500,000/\$500,000 applicable to claims due to bodily injury by accident or disease.
- 3.3 The Contractor shall maintain during the life of this contract Commercial General Liability Insurance, including coverage for independent contractor operations, contractual liability assumed under the provisions of this contract, products/completed operations liability and broad form property damage liability insurance coverage. Exclusions applicable to

explosion, collapse and underground hazards are to be deleted when the work to be performed involves these exposures. The County shall be named as an additional insured under this policy. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$2,000,000 combined single limits, applicable to claims due to bodily injury and/or property damage arising from occurrence.

- 3.4 The Contractor shall maintain during the life of this contract automobile/vehicle liability insurance. Such coverage shall be written on a comprehensive form covering owned, non-owned, and leased vehicles. The County shall be named as an additional insured under this policy. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$2,000,000.
- 3.5 For all forms of insurance mandated herein, the Contractor shall furnish to the County the schedule of insurance carried under this contract, in the form of an original Certificate of Insurance attested by the insurance carrier or appointed agent, indicating the type, amount, class of operations covered, effective date and expiration date of all policies. This Certificate shall be inserted in each copy of the contract documents and upon insertion shall become a part of the documents that it will notify the County by registered mail at least twenty (20) days prior to any cancellation or non-renewal of these coverages.

4. SAFETY

Contractor shall be solely responsible for maintaining safety at all work sites. Contractor shall take all reasonable steps to insure safety for both workers and visitors to the site(s) to include traffic control. Contractor will also be solely responsible to ensure that all OSHA requirements are met and a safety officer is assigned to the project during the duration of this contract. All work shall be accomplished in a safe manner in accordance with EM 385-1-1.

- 4.1 **Traffic Control:**
The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).
- 4.2 **Work Safety:**
The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by Catawba County and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.
- 4.3 The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor to include maintaining all OSHA safety records and

inspections as may be required for this type of service. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

The Contractor shall be responsible for installing site security measures and maintaining security for the operation at the site.

The Contractor shall be responsible for fire protection and shall manage the site to minimize the risk of fire.

5. SELECTION PROCESS/EVALUATION FACTORS

- 5.1 The County will use the selection process below to compare and weigh the various proposals submitted. Contractors are expected to provide sufficient information in their responses to allow complete evaluation to occur based on the criteria included in this RFP.
- a. Ability to perform: The ability, capacity, and skill, of the firm to perform the contract or provide the services required at reasonable costs.
 - b. Management Capabilities: Ability to manage several projects simultaneously.
 - c. Timeliness: Time frame in which the service can be provided without undue delay or interference.
 - d. Experience: List major debris removal projects completed within the past five years. Major debris removal projects completed beyond the five years may also be presented. Include any pertinent information needed to determine past performance.
 - e. Strength of Proposal Overall: The overall quality of the proposal submitted by firm in specifically addressing the County's RFP basic approach and understanding of its objectives.
 - f. References: Satisfaction of former clients in relation to work of this type, timeliness, diligence and the ability to meet schedule. Demonstration that the Contractor has completed several similar size projects with success. Proposals must include a list of five (5) clients for whom similar projects have been performed including contact person, address, telephone, fax number and e-mail address.
 - g. Resources: Adequate equipment, manpower, etc.

Catawba County shall select the firm submitting the best overall proposal on terms which are considered to be fair and reasonable to the County.

5. NOTICE OF AWARD

- 6.1 The successful contractor will be notified of acceptance of its Proposal by a written Notice of Award of contract. Successful contractor shall not undertake any work, and the County will not be responsible for payment for any work whatsoever undertaken by successful contractor prior to issuance of the Notice to Proceed.
- 6.2 The successful contractor shall be required to execute a formal contract within ten (10) business days after the issuance of a Notice of Award. Failure or refusal to sign contract shall be grounds for the County to revoke any Notice of Award which has been issued, forfeit bid security, and award the contract to another Contractor.

7. NOTICE TO PROCEED

The successful contractor shall not commence any work under this contract until he has received a formal written Notice to Proceed from Catawba County's Emergency Services Director. The Contract shall commence performance within twenty-four (24) hours from the Notice to Proceed. Failure to comply with this requirement shall give the County the right, but not the obligation, to carry out the Work, or any portion thereof, with its own forces, or with the forces of another vendor, and the Contractor shall be fully responsible and liable for the additional cost of the County or another Vendor performing such work.

The Contractor will not be issued a Notice to Proceed unless an actual emergency occurs and their services are required. If a disaster occurs requiring activation of the contract, the Contractor will be notified of the situation and be given an estimated amount of debris for removal, and a time frame for completion of the contract.

Maximum allowable time will be thirty (30) days unless the County initiated additions or deletions to the Contract by written orders. Subsequent changes in completion time will be equitable negotiated by both parties pursuant to applicable State and Federal Law.

The successful contractor shall not deliver any equipment to the work site or commence work until it has received a written Notice to Proceed from the Emergency Services Director.

8. PERMITS AND LICENSES

- 8.1 Permits shall be acquired and paid for by the successful Contractor i.e. said cost should be included in the proposed price.
- 8.2 If required, prior to execution of a contract, the successful contractor will be required to provide a copy of its current applicable contractor's license issued by the State of North Carolina and Catawba County, including those subcontractors subject to licensing which may be required.
- 8.3 Both Contractor and any subcontractors are responsible at all times for obtaining applicable license to include but not limited to appropriate business license.

9. SUBCONTRACTORS

- 9.1 If any subcontractors will be used for this project, the successful Contractor shall provide the Purchasing Agent a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested. The successful Contractor will be responsible for all services performed by a subcontractor and if at any time, the County determines that a subcontractor is incompetent or undesirable, the County shall notify the successful Contractor accordingly, and the successful Contractor shall take immediate steps for cancellation of the subcontract and replacement. It shall be the Contractor's responsibility to ensure that all terms required in the attached Contract are incorporated into all subcontracts.

10. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its agents and employees from and against all actions, liability, claims, suits, damages, cost of expenses of any kind which may be brought or made against the County on which the County must pay and incur by reason of or in any way resulting from injury, loss or damage to persons or property resulting from gross negligence by the Contractor in the performance of its obligations or the intentional failure to perform under the terms of this Contract.

11. CONTENTS OF PROPOSAL

- 11.1 Each proposal submitted in response to this request should contain the following:

- a. Concept: The Contractor should present his concept of the project which should demonstrate the contractor's understanding of the Owner's goals and the project.
- b. Experience: Provide past experience record or reputation in providing the clean-up services requested, in particular with FEMA monitored disasters. Address how the the Bidder has previously handled disaster recovery debris removal projects and how the Bidder has previously managed tracking the source location, debris type, source and documentation to debris manager and FEMA. Address how the Bidder was previously deployed and the response time for deployment. Include resources used and available for these past recovery projects.
- c. Personnel: Provide a list of the type and number of personnel that will be committed to the County for "Storm Debris Removal".
- d. Insurance: Certificate outlining limits of professional liability insurance, naming Catawba County as additionally insured.

- e. Proximity: Provide proximity of workforce and equipment to Catawba County, Newton, North Carolina.
- f. Provide unit price for removal and disposal for estimated cubic yards of debris including personnel, equipment cost, and tipping fees.
- g. Provide a list of equipment and manpower that you are going to provide in your bid.

12. Performance and Payment Bonds

The successful contractor shall provide Performance and Payment Bonds in the following amounts:

Payment Bond: \$500,000

Performance Bond: \$500,000

The aforesaid Payment and Performance Bonds must be issued by a corporate surety registered and authorized to do business in North Carolina and must be countersigned by licensed, authorized North Carolina Agent.

The time to be covered by the Performance Bond shall commence on the date of execution of the contract for a period of one (1) year and renewed as the contract is renewed.

13. SCOPE OF CONTRACTED SERVICES:

The Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all *eligible storm-generated debris (herein referred to as "debris")*, including hazardous and industrial waste materials and within the time specified within this Contract. Emergency clearance, debris removal, disposal, and demolition of structures will be limited to: 1) That which is determined to eliminate immediate threats to life, public health, and safety; 2) That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by Catawba County. Contracted services will only be performed when requested and as designated by Catawba County.

13.1 Emergency Protective Measures Emergency Road Clearance:

The Contractor may be requested to accomplish the cutting, tossing and/or clearance of debris from the primary transportation routes to allow emergency vehicles to traverse the

roadways. Catawba County will determine route priorities for this clearance. Catawba County reserves the right to do this work ourselves or with local fire/rescue resources.

13.2 Right-of-Way (ROW) Removal:

The Contractor shall remove all debris from the ROW of Catawba County when directed to do so by the County. This debris removal work will include 1) examining debris to determine whether or not the debris is eligible vegetative, construction and demolition or other debris, 2) loading the debris, 3) hauling the debris to an approved dumpsite or landfill, and 4) dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled, or dumped under this contract. Mixed loading of debris shall be kept to a minimum. Debris removal shall include all eligible disaster related debris found on the ROW within the area designated by Catawba County. Catawba County may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time or by others. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut, by the Contractor, at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract without the approval of Catawba County. The Contractor maybe requested by Catawba County to remove debris from public areas which may include operational facilities, utility facilities and other land owned or leased by Catawba County. The Contractor shall use reasonable care not to damage any public or private property not already damaged by the storm event. Should any property be damaged due to negligence on the part of the Contractor, Catawba County may either bill the Contractor for the damages or withhold funds due to the Contractor. Debris removed and delivered to a debris disposal site will be paid based on a cubic yard according to the prices found in Addendum 1 of this contract. Debris removed and delivered to an authorized landfill will be paid based on per cubic yard hauled according with the prices found in Addendum 1 of this contract.

13.3 Geographic Assignment:

The geographic boundary for work by the Contractor's crews shall be directed by Catawba County and will be limited to properties located within Catawba County's legal boundaries. Any questions pertaining to either the boundaries of any particular area or the width of the right-of-way therein shall be determined by the County's designated field representative. Under no circumstances is the Contractor to remove debris from an area outside the ROW, unless so directed by the County.

13.4 Multiple, Scheduled Passes (optional):

The Contractor shall make scheduled passes at the direction of Catawba County and/or unscheduled passes of each area impacted by the storm event. Catawba County shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and Catawba County.

13.5 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with

any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. Contractor should use mechanical equipment to load and reasonably compact debris into trucks and trailers. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by Catawba County.

- 13.6 The debris must be taken to one of four locations, with the **main location being the Blackburn Landfill located at 3993 Rocky Ford Road, Newton, North Carolina, Phone # 704-462-2496.**

The other location is:

- 1) Newton Landfill, 2436 Bethany Church Road, Newton;

County will transport debris from the 3 sites above to the Blackburn Landfill. The tipping fees for this project will **NOT** be waived. The contractor is responsible for the tipping fees. All storm debris will be charged at C&D landfill rates. See attached Catawba County current Fee Schedule (fee schedule could change during the contract period).

The Contractor shall use only the dump sites listed above, unless otherwise approved by the County.

The Landfill operator shall direct all dumping operations. The Contractor shall cooperate with the landfill site operator to facilitate effective dumping operations.

The County makes no representations regarding the turn-around time at the dumpsites.

14. LOAD TICKETS

- 14.1 Certification of Load Carrying Capacity:

The Contractor shall submit to Catawba County a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris. The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **County** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **County**.

- 14.2 Accountable Debris Load Tickets:

The **County** shall accept the serialized copy of the Contractor's debris load ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s). They should include the following

- Date
- Preprinted Number
- Hauler's name
- Truck number
- Truck capacity in cubic yards
- Load percentage full, as assigned Catawba County
- Load amount in billable cubic yards
- Debris classification as burnable, non-burnable, mixed other
- Point of origin for debris collected and time loaded
- Dumpsite location and time dumped
- Signature of County Inspector

15. DEBRIS CLASSIFICATION

The County plans to use two (2) types of debris storage sites as needed. Vegetative debris storage sites will be primary devoted to the reduction of clean woody debris by either burning or grinding. Mixed debris and Construction & Demolition (C&D) debris storage sites will be operated as transfer points. Mixed and C&D debris will be deposited at these sites and then reloaded for final transport to an authorized landfill. Material coming into the Vegetative or C&D debris storage site(s) will be measured and paid for by a unit price cubic yard measurement according to the Price Proposal Form. Materials removed and transported from a C&D debris storage site(s) will be measured and paid by a unit price measurement.

- 15.1 Eligible Debris: Debris that is within the scope of this contract falls under two possible classifications: vegetative debris and construction debris. Debris that is classified as Household Hazardous Waste (HHW) is **NOT** to be transported by the Contractor.
- 15.2 Vegetative Debris: Includes fallen trees, uprooted trees and uprooted stumps- (excluding standing trees), and leaves whether bagged or un-bagged.
- 15.3 Construction Debris: Includes lumber, boards, fences, brick, roofing materials, or other materials that are not vegetative debris or household hazardous waste.
- 15.4 Household Hazardous waste (HHW) such as petroleum products, paint products, etc., and known or suspected hazardous materials such as asbestos, lead-based paint, or electrical transformers shall be removed by others.
- 15.5 Stumps: Tree stumps within the designated area with one-half or more of the root ball exposed will be removed. All hazardous/eligible stumps identified by Catawba County will be pulled, loaded, transported, stored, reduced and disposed in accordance with FEMA standards. All stumps with a diameter of 24 inches or smaller will be documented, invoiced and paid as cubic yard debris in accordance with FEMA Recovery Policy RP9523.11.

- 15.6 Limbs: No standing trees shall be removed or cut, however, any major limb which has been damaged still attached to the tree that presents a hazardous situation shall be cut at a suitable point close to the damaged area (away from the trunk) and removed.

16. PERFORMANCE SCHEDULE

- 16.1 Contractor shall commence performance within twenty four (24) hours from the Notice to Proceed.
- 16.2 The Contractor's working hours shall be seven (7) days per week. Working hours shall be limited to daylight hours (dawn to dusk). The Contractor is responsible for scheduling to correspond with landfill operation hours. The hours of landfill operations, if approved by the County may be extended to accommodate on an individual basis. The County will not be responsible for any delays resulting from delays or changes to the operating hours of the landfill. Landfill operating hours are on the Catawba County Fee Schedule.
- 16.3 The Contractor shall provide a work plan showing where operations will begin and which areas will be cleared on a two (2), seven (7), and fourteen (14) day projection. Before work can begin, the plan must be approved by the County and an approved update every two (2) days will be required.

17. EQUIPMENT

- 17.1 All trucks and other equipment must be in compliance with all applicable, Federal, State, tribal, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to its capacity; and measured and marked for its load capacity.

Sideboards or other extensions to the bed are allowable provided they meet all applicable North Carolina State Department of Highway rules and regulations. They are to be constructed in a manner to withstand severe operating conditions and of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. Equipment will be inspected and approved prior to its use by the County Field Representative.

- 17.2 Prior to debris removal operations, the Contractor shall present to the County all trucks, or trailers that will be used for hauling debris for the purpose of determining the hauling capacity. The hauling capacity is based on the interior dimensions of the truck's metal dump bed. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be numbered for identification with a permanent marking.
- 17.3 Trucks or equipment designated for use under this Contract shall not be used for any other work during the working hours of the Contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this Contract.

- 17.4 Equipment under this Contract shall be rubber-tired and sized properly to fit loading conditions. Crawler and tracked equipment will not be permitted.
- 17.5 The Contractor shall be responsible for locating areas where his equipment will be stored and serviced. Such areas will not be in the ROW or in areas which would impact traffic flow or produce a safety hazard. The County will not be responsible for any vandalism or damage to equipment.
- 17.6 All loose debris, such as tree limbs, shall be reasonably compacted on the hauling vehicles by use of the loading equipment. Loading equipment shall be equipped or have the capability of being equipped with one or more of the following loading devices:
1. Knuckle boom
 2. Clam type device
 3. Tink Claw
 4. Four-way multipurpose device; and or,
 5. Root grappling device

Note: Open bucket devices are not acceptable.

17.7 Vehicle Information

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY). (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris.

18. REPORTING

- 18.1 The Contractor shall submit periodic, written reports to Catawba County as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:
- a. Daily Reports:

The daily reports may detail the location where passes for debris removal were conducted, the daily cumulative hours for each piece of equipment, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations. Note: Discrepancies between the daily report and the corresponding load tickets will be reconciled no later than the following day.

a. Weekly Reports:

A summary of all information contained in the daily reports as set out in Daily Report of this Contract or in a format required by Catawba County.

b. Report(s) Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by Catawba County in consultation with the Contractor.

c. Final Project Closeout:

Upon final inspection and/or closeout of the project by Catawba County, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to Catawba County. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for Catawba County and/or Government.

Failure to provide audit quality information will subject CONTRACTOR to non-payment in each instance at the sole discretion of Catawba County.

18.2 Additional Supporting Documentation:

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may be required by Catawba County and/or Government to support requests for debris project reimbursement from external funding sources.

19. OTHER CONSIDERATIONS

19.1 Security of Debris During Hauling

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

19.2 Hazardous and Industrial Wastes

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with State and Federal Hazardous and Industrial Materials Cleanup and Disposal requirements. Catawba County shall contract with a firm specializing in the management and disposal of such materials and waste. Contractor shall report the location and type of material being set aside.

19.3 Inspection and Testing

All debris shall be subject to adequate inspection by Catawba County or any public authority in accordance with generally accepted standards to ensure compliance with the

Contract and applicable federal, state and local laws. Catawba County will, at all times, have access to all work areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

19.4 Right-of-Entry (ROE) Removal *(if implemented by Catawba County)*

The Contractor may be requested to remove ROE debris from private property with due diligence, as directed by Catawba County. The Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.) The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made to mark these utilities but Catawba County does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services. Catawba County reserves the right to contract ROE with outside contractors as deemed necessary.

19.5 Demolition of Structures *(if implemented by Catawba County)*

The Contractor will remove structures designated for removal by and at the direction of Catawba County. The Contractor agrees to remove in a timely manner all structures as determined by Catawba County. Catawba County reserves the right to bid and contract structure demolition under separate contract with contractor or other contractors as deemed necessary.

19.6 Private Property Waivers

Catawba County will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties.

20. Debris Disposal

20.1 Temporary Debris Storage Sites

The first part includes site setup/preparation and site closeout/restoration. Site setup/preparation/closeout/restoration includes: clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, lime rock or crushed concrete access roads, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition as direct by the County. Site setup/preparation and site closeout/restoration shall be included in the per cubic yard fee.

The second part shall consist of managing the operations of a debris storage site(s) and performing debris reduction by air curtain incineration and or grinding of storm generated debris as directed by Catawba County. The Contractor shall provide equipment, operators, and laborers for debris storage site operations as specified by Catawba County. The per cubic yard fee provided in Price Proposal Form shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, and insurance and security bonds) all equipment under this contract. In addition, materials needed for Contractor's site

setup/preparation/closeout/restoration (including rental or construction of the Inspection Towers) are to be included in these unit rates. All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, and any other associated costs.

20.2 Contractor's Debris Site Management Plan:

The Contractor will prepare and provide a Site Management Plan for review and approval by Catawba County prior to beginning work.

A minimum of three (3) copies of the plan is required. The plan shall be drawn to a scale of 1" = 50' and address following functions:

- Access to site
- Site management, to include point-of-contact, organizational chart, etc
- Site preparation, - clearing, erosion control, and grading
- Traffic control procedures
- Site Safety
- Site Security
- Site Layout/Segregation of debris
- Hazardous waste material plan
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower (if required)
- Location of incineration operations, grinding operation (if required). Note: All incineration and grinding operations shall be in accordance with Appendix H, Public Assistance Debris Management guide, FEMA 325 dated April 1999 or latest edition, and with NC Division of Solid Waste and Air Quality Control.
- Location of existing structures or sensitive areas requiring protection
- Environmental mitigation plan, including consideration for smoke, dust, noise, traffic, buffer zones, storm water runoff
- All necessary licenses, permits, and fees for the same are the responsibility of the Contractor.

The Contractor shall provide all utilities, sanitation facilities, as required. The Contractor shall protect existing structures and natural resources at the site(s) and repair any damage caused by the Contractor's operations at no additional cost to Catawba County or any other Governmental Identity.

20.3 Debris Storage Site Monitoring:

The Contractor and the County's Monitor will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris as approved by Catawba County. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice Catawba County for such loads. The Contractor and the County's Monitor will inspect each load to verify the volume of eligible debris that has been hauled to the staging site. The County's Monitor will note on the load ticket the verified debris capacity hauled to the staging site. The County's Monitor signature is required on all valid load tickets. If the Contractor is continually not in agreement with the County's Monitor regarding inspections

the Contractor should contact Catawba County. All unloading of debris should stop until an agreement can be reached.

20.4 Contractor Temporary Debris Storage Site Foreman (if required):

The debris storage site foreman and/or night foreman is responsible for management of all operations of the site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety. All night operations must be approved by the County, which may be limited primarily to burning if approved by the appropriate authority.

The Contractor's Debris Storage Site Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to Catawba County.

20.5 Inspection Tower:

The Contractor shall construct an inspection tower at each debris storage site as requested by Catawba County. The tower shall be constructed using pressure treated wood or metal scaffolding. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and 1/2" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower shall be built in accordance with approved Catawba County building standards and shall be inspected by Catawba County building inspector's office.

20.6 Household Hazardous Waste Issues:

The Contractor will be required to construct a containment area at each debris storage site. This containment area will be consisted of an earth berm with a non-permeable soil liner and 4" of sand. This area shall be 30' x 30'. The HHW containment area must be covered at all times with a non-permeable cover.

Any material found that is classified as HHW shall be reported immediately to Catawba County. This material shall be segregated from the remaining debris using a method that will allow the remaining non-HHW debris to be processed. All HHW debris will be moved and placed in the designated HHW containment area. Disposal of HHW debris will be by separate contract.

20.7 Contractor HHW Spills:

The Contractor shall be responsible for reporting to Catawba County and cleaning up all HHW spills caused by the Contractor's operation at no additional cost to Catawba County or any other governmental identity. Immediate containment action shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations. Contractor shall provide documentation they are qualified and certified to clean-up hazardous waste.

Spills other than at the site shall be reported to Catawba County Emergency Management Coordinator and to Catawba County for this project immediately following discovery. A written follow-up shall be submitted to Catawba County coordinator not later than seven (7) days after the initial report. The written report shall be in narrative form and as a minimum shall include the following:

- Description of the material spilled (including identity, quantity, manifest number, etc.).
- Determination as to whether or not the amount spilled is EPA/state reportable, and when and to whom it was reported.
- Exact time and location and spill, including description of the area involved.
- Receiving stream or waters.
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedures initiated.
- Summary of all communication the CONTRACTOR has had with press, agencies, or government officials other than Catawba County.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

21. PERFORMANCE OF SERVICES

21.1 Description of Service

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of Catawba County may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the County.

21.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by Catawba County, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

21.3 Subcontractor(s)

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall submit a subcontract plan including a clear description of the percentage of the work the contractor may subcontract out. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and Catawba County. The Contractor shall supply the names and addresses of subcontractors for approval and materials suppliers when requested to

do so by Catawba County. Notwithstanding, the Contractor will be expected to use fully qualified and properly equipped local firms, including Minority/Women Business Enterprises, to maximum extent practicable.

22. STANDARDS OF PERFORMANCE

22.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible Representative report to the County's designated Contract Representative within 24 hours following the execution of this Contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

22.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 72 hours to commence and conduct these contracted services.

22.3 Time to Complete

The Contractor shall complete all directed work as set by Catawba County. A completion date will be determined once the extent of damage has been determined and a time frame will be put in place to be followed. Maximum allowable time for completion will be thirty (30) days unless the County initiated additions or deletions to the Contract in writing. Subsequent changes in completion time will be equitable negotiated by both parties pursuant to applicable State and Federal Law. Liquidated damages shall be assessed at One Thousand Dollars (\$1,000.00) per calendar day for any time over the maximum allowable time established by the Contract.

22.4 Completion of Work

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

22.5 Extensions (optional)

In as much as this is a "time is of the essence" based Contract; the commencement of contracted services will be as set out in Section 16.1. If the completion of this Contract is delayed by actions of the County, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the County and the Contractor for reasons of additional time, additional services and/or additional areas of work.

22.6 Contract Termination

It shall be the sole right of the County to terminate any contract resulting from this RFP, in whole or in part, when it is in the best interest of the County of Catawba, or for

noncompliance with the contract requirements. The Agreement may be terminated by the Contractor upon sixty (60) days prior written notice to Catawba County in the event of substantial failure by the County to perform in accordance with the terms of the Agreement through no fault of the Contractor. It may also be terminated by Catawba County with or without cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this Agreement, the Contractor shall be paid for services rendered to the County's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the County, the Contractor shall:

- a) Stop work on the date and to the extent specified.
- b) Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c) Transfer all work in process, completed work, and other material related to the terminated work to the County.
- d) Continue and complete all parts of the work that have not been terminated.

23. GENERAL RESPONSIBILITIES

23.1 Other Agreements:

Catawba County may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements

23.2 Catawba County Obligations:

Catawba County shall furnish all information and documents necessary for the commencement of contracted services, to include a valid written "Notice To Proceed". A representative will be designated by the County to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written "Notice To Proceed". Catawba County is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the County with the development of debris-based PSA(s), if requested.

23.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of the County. The Contractor shall have and require strict compliance with a written Code of Ethics.

23.4 Supervision:

The Contractor will supervise and/or direct all contracted services. The Contractor is solely

responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by Catawba County's Authorized Representative shall be as binding as if given to the Contractor.

23.5 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors.

23.6 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

23.7 Ownership of Debris:

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste. Disposal plans of this debris must still be given to the County and all debris must be disposed of in accordance with all Federal and State laws.

24. COST, PRICES, AND PAYMENTS:

24.1 Price for Emergency Push / Road Clearance:

The Contractor will invoice the County and be paid for this contracted service in accordance with the rates as set out in Price Proposal Form.

24.2 Unit Price for Debris:

The unit price per cubic yard includes all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and de-mobilization (plus ROE site work, if applicable) as directed by Catawba County in accordance with the rates as set out in Price Proposal Form.

24.3 Billing Cycle:

The Contractor shall invoice the County on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

24.4 Payment Responsibility:

Catawba County agrees to accept the Contractor's invoice(s) and supporting documentation as set out in this Contract and process said invoices for payment within 10 business days. The County will advise the Contractor within five (5) working days of

receiving any debris service invoice that requires additional information for approval to process for payment.

24.5 Tipping Fees:

All Tipping Fees paid by the Contractor will be reimbursed at cost to the Contractor by the County upon submittal of receipts in the billing period as set out in Sections 24.3 and 24.4 above.

24.6 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the County and/or Government as ineligible debris.

24.7 Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated prices of this Contract. Any amendments, extensions or changes to the scope of contracted services or prices are subject to full negotiation(s) between Catawba County and the Contractor and subject to the review of the Government. Any amendments, extensions or changes to the scope of this contracted agreed upon shall, be put in writing, signed by both parties and dated before it becomes effective.

24.8 Specialized Services:

The Contractor may invoice the County for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified. Additional specialized services will only be performed if/when directed by the County. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by Catawba County.

CONTRACTORS CERTIFICATION FORM

I have carefully examined the Request for Proposal, proposed agreement and any other documents accompanying this Request for Proposal.

RFP 11-1001 Debris Removal After 70 Hours—January 10, 2011

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 60 days in order to allow the County adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the County of Catawba or any other contractor is interested in said proposal; and that the undersigned executed this Contractor's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Firm

By: _____ Sworn to and subscribed before
me this ____ day of ____ 2011.

Signature

Name and Title (Please print or type)

Notary Public

Mailing Address

State of _____

City, State, Zip

My commission expires:

Telephone Number

Fax Number

RFP 11-1001 Debris Removal After 70 Hours—January 10, 2011

Sanitary Landfill

Hours of operations are 8:00 am to 4:00 pm, Monday – Friday; 8:00 am – 11:30 am, Saturday; Closed Sunday

Municipal Solid Waste \$31.00 per ton + \$2.00 per ton State Tax = \$33.00 per ton
..... \$16.00 minimum + \$2.00 per ton State Tax

Industrial Wood Waste

Furniture Wood, glued, stained, etc. ... \$31.00 per ton + \$2.00 per ton State Tax = \$33.00 per ton
Painted or treated \$31.00 per ton + \$2.00 per ton State Tax = \$33.00 per ton
Chipboard and/or pressboard \$31.00 per ton + \$2.00 per ton State Tax = \$33.00 per ton
Dead Animals \$31.00 per ton + \$2.00 per ton State Tax = \$33.00 per ton
..... \$16.00 minimum + \$2.00 per ton State Tax

Other Wood Waste

Saw Dust..... \$8.00 per ton + \$2.00 per ton State Tax = \$10.00 per ton
Chipped wood waste (no less than 2" and no more than 5" in diameter; must be pre-approved as non-hazardous \$8.00 per ton + \$2.00 per ton State Tax = \$10.00 per ton
..... \$4.00 minimum + \$2.00 per ton State Tax

Any Waste Contaminated with more than

10% Cardboard (industrial entities only)
..... \$90.00 per ton + \$2.00 per ton State Tax = \$92.00 per ton
20% Springs \$90.00 per ton + \$2.00 per ton State Tax = \$92.00 per ton
50% Foam Rubber \$90.00 per ton + \$2.00 per ton State Tax = \$92.00 per ton
Wire or cable over 4 ft. \$90.00 per ton + \$2.00 per ton State Tax = \$92.00 per ton
Bulky items not easily compacted \$90.00 per ton + \$2.00 per ton State Tax = \$92.00 per ton
..... \$45.00 minimum + \$2.00 per ton State Tax

Banned Materials Removal and Handling Fee (Effective 1/1/10)

Applies to each load that contains any materials banned by North Carolina State Law or Solid Waste Management Rules, current and future \$100.00 per load

Friable Asbestos*

*The State required friable asbestos to be covered with soil requiring extra landfill space; therefore the fee will increase accordingly.

..... \$120.00 per ton + \$2.00 per ton State Tax = \$122.00 per ton
..... \$15.00 minimum + \$2.00 per ton State Tax Revised October 5,
2009

RFP 11-1001 Debris Removal After 70 Hours—January 10, 2011

Non-Friable Asbestos

Asbestos containing transit siding, vinyl floor tiles, asphalt roofing shingles
..... \$19.50 per ton + \$2.00 per ton State Tax = \$21.50 per ton
..... \$10.00 minimum + \$2.00 per ton State Tax

Other Materials

Forklift Tires with metal rims embedded in rubber
..... \$50.00 per ton + \$2.00 per ton State Tax = \$52.00 per ton

Construction & Demolition Landfill and Grinding Area

Hours of operations are Standard Time 8:00 am to 4:00 pm, Monday – Friday;
8:00 am to 11:30 am, Saturday (year round), closed Sunday (year round);
Daylight Savings Time 7:00 am to 5:00 pm, Monday – Friday

Demolition debris is defined as follows: Waste produced from the demolition of a structure (house, building, mobile home, etc.). This includes items that are inside the structure at time of demolition, except appliances and materials not accepted at the landfill for disposal.

Construction debris is defined as follows: Waste produced during the construction of a structure (house, building, deck, etc.).

Construction and Demolition Permit number and address of the site are required on transaction tickets when unloading such waste at the landfill.

Lumber over 8 feet in length \$19.50 per ton + \$2.00 per ton State Tax = \$21.50 per ton
Painted, treated or creosote \$19.50 per ton + \$2.00 per ton State Tax = \$21.50 per ton
Chipboard and/or pressboard \$19.50 per ton + \$2.00 per ton State Tax = \$21.50 per ton
Brick/block/concrete with reinforcement material and/or contaminated with other waste
..... \$19.50 per ton + \$2.00 per ton State Tax = \$21.50 per ton
Drywall \$19.50 per ton + \$2.00 per ton State Tax = \$21.50 per ton
Roofing/Shingles \$19.50 per ton + \$2.00 per ton State Tax = \$21.50 per ton
..... \$10.00 minimum + \$2.00 per ton State Tax

Extra Service Provided

Labor to de-bag yard waste or to clean contaminated pallets \$17.00 per ton/\$8.00 minimum

Other Materials

Clean furniture wood waste for grinding (no glue, stain, etc)..... \$6.00 per ton/\$3.00 minimum
Mobile Homes (Arrangements must be made prior to acceptance at landfill)\$0.27 square foot + \$2.00 per ton State Tax

Items Free of Charge

Lumber less than 8 feet in length No Charge
Clean/Uncontaminated Pallets No Charge
Asphalt No Charge

Revised October 5, 2009

RFP 11-1001 Debris Removal After 70 Hours—January 10, 2011

Brick/block/concrete without reinforcement material and separated from other waste.....
.....No Charge

Loose grass and leaves (de-bagged)No Charge

Note: Construction and Demolition and Grinding fees are the same for residential, commercial or industrial users.

Ground and/or Non-ground Brush, Limbs, and Trees

These items will be charged on a per load basis. The amount charged will depend on the type of vehicle and if the material is separated to be grindable or if it is mixed and non-grindable. Materials brought to the landfill in compactor vehicle will be charged by the ton.

Loads of	Vehicle Type	Grindable Load	Non-grindable Load
	Pick-up Truck	\$8.00 per load	\$10.00 per load
	Pick-up with trailer (both loaded)	\$15.00 per load	\$20.00 per load
	Single Axle	\$30.00 per load	\$80.00 per load
	Tandem Axle	\$75.00 per load	\$150.00 per load
	Tri-axle	\$87.00 per load	\$165.00 per load
	Trailer dump up to 30'	\$130.00 per load	\$180.00 per load
	Trailer dump 31' to 39'	\$143.00 per load	\$190.00 per load
	Trailer dump over 39'	\$155.00 per load	\$210.00 per load
	Compactor	\$20.00 per ton	\$24.00 per ton

grubbing, roots, stumps and loads contaminated with dirt, brush, limbs, trees, etc. will not be considered grindable and will be charged the non-grindable rate.

If a load of waste is unloaded at the grinders and it has other materials mixed in that makes the load non-grindable, a special handling fee will be charged for the load. This fee is for employee and equipment time to transport the material to the Landfill to be buried.

Mulch and Compost

Mulch \$10.33 per yard with a 3 yard minimum purchase
3 yard bucket = \$31.00 or \$24.00 per ton

Compost \$15.16 per yard with a 3 yard minimum purchase
3 yard bucket = \$45.50 or \$35.00 per ton

Customers may choose to pay per 3 yard bucket or have their vehicle weighed.

(No Mulch or Compost Sales on Wednesday)

Scrap Tires

Tires without proper documentation, Tires that have been buried, Tires stockpiled prior to January 1, 1994, and Out of State Tires\$80.00 per ton

Note: If the Sanitary Landfill is used when the Construction and Demolition Landfill is closed, users will be charged Sanitary Landfill fees.

Revised October 5, 2009

**Solidwaste Convenience Centers
Residential Waste Only**

Bethany Church Road

Open-Tuesday – Saturday
Closed-Sunday & Monday
Hours-10:00 AM – 6:00 PM
Phone-828.465.4635

Blackburn-located on Rocky Ford Road

Open-Monday - Saturday
Closed-Sunday
Hours-8:00 AM – 6:00 PM
Phone-704.462.2496

Cooksville-located on Rhoney Farm Road

Open-Friday & Saturday
Closed-Sunday – Thursday
Hours-8:00 AM – 6:00 PM
Phone-704.462.1497

Oxford-located on Lookout Dam Road

Open- Wednesday - Sunday
Closed-Monday & Tuesday
Hours-10:00 AM – 6:00 PM
Phone-828.241.3774

Sherrills Ford-located on Sherrills Ford Road

Open-Wednesday – Sunday
Closed-Monday & Tuesday
Hours-10:00 AM – 6:00 PM
Phone-828.478.2248

All Convenience Centers are closed on January 1, July 4, Thanksgiving and Christmas Day

1 to 5 (32 gallon) bags	\$1.25 per bag
Small truckload (6 foot bed-waste in truck only)	\$12.00
Large truckload (8 foot bed-waste in truck only)	\$18.00
Trucks with sideboards or waste higher than 2 ft above bed	\$24.00
Trucks with camper tops	\$24.00
Trucks w/6 foot or less trailers (waste in truck and trailer)	\$36.00
Trucks w/more than 6 foot trailers (waste in truck and trailer)	\$50.00

Recyclables

Recyclables only (properly cleaned and separated)No Charge

§ Recyclables must be reasonably compressed, cleaned, segregated and free of waste.

§ After attendant checks the recyclables, citizens are required to sort and place in designated recycling containers.

§ Recyclables must be on current list of accepted materials.

§ Clear 32 gal. recycling bags may be purchased at cost from the Convenience Centers, the Blackburn Landfill office, or the Utilities and Engineering Department in the Government Center.

**For information on curbside pickup, please call Garbage Disposal Service at 828.256-2158.
For disposal information, please call the Blackburn Landfill at 704.462-1348.**

RFP 11-1001 Debris Removal After 70 Hours—January 10, 2011

PRICE PROPOSAL FORM

DEBRIS REMOVAL, PROCESSING AND DISPOSAL.

ITEM	DESCRIPTION OF SERVICE	COST	UNIT	
1	Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site(TDSRS)	\$	CY	
2	Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS)and Hauling to Final Disposal Site	\$	CY	
3	Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site	\$	CY	
4	Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal Site	\$	CY	
5	Processing (Burning) of Debris at TDSRS or Final Disposal Site	\$	CY	
6	Pick Up and Haul of White Goods to Disposal Site within County	\$	UNIT	
7	Pick Up and Disposal of Hazardous Material	\$	LB	
8	Freon Management and Recycling	\$	UNIT	
9	Sand Removal, Screening and Return to Beach	\$	CY	
10	Dead Animal Collection, Transportation and Disposal	\$	LB	
	Hazardous Stump Removal & Hauling to Disposal Site			
11	24 inch diameter to 47.99	\$	STUMP	
12	48 inch diameter and greater	\$	STUMP	
	<i>The following items shall be billed on a Time and Material (T&M) basis according to Schedules B_&_C_on_the_following_pages:</i>			
	Emergency Road Clearance	T&M		
	Debris removal from water bodies (bays, rivers, streams, canals, lakes)	T&M		
	Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property(other than Right-of-Way)	T&M		

RFP 11-1001 Debris Removal After 70 Hours—January 10, 2011

	Leaning Trees/Hanging Limbs/Tree-off Program	T&M		
	Demolition of Structures	T&M		

RFP 11-1001 Debris Removal After 70 Hours—January 10, 2011

Intent to Propose

RFP 11-1001

Debris Removal

Fax or email this form to ensure receipt of any addenda issued. The form should be sent to the attention of Debbie Anderson, Purchasing Manager at 828-465-8477 (fax) or danderson@catawbacountync.gov. Form should be sent no later than two weeks before the proposal due date.

Name: _____ Title: _____

Organization: _____

Address: _____

Email: _____

Phone Number: _____

Fax: _____

Authorized Signature: _____

Please check all that apply:

_____ We intend to submit a proposal for RFP #11-1001

_____ We do not intend to submit a proposal for RFP #11-1001

_____ I did not receive a notice form from Catawba County; please add me to the database

_____ Please delete me from the database

ADDENDUM #1
CATAWB COUNTY, NEWTON, N.C.
RFP 11-1001
DEBRIS REMOVAL AFTER 70 HOURS

Section 13.6 should read as follows:

- 13.6 The debris must be taken to one of two locations, with the **main location being the Blackburn Landfill located at 3993 Rocky Ford Road, Newton, North Carolina, Phone # 704-462-2496.**
The other location is:
1) Newton Landfill, 2436 Bethany Church Road, Newton;

County will transport debris from the Newton site to the Blackburn Landfill. The tipping fees for this project will **NOT** be waived. The contractor is responsible for the tipping fees. All storm debris will be charged at C&D landfill rates. See attached Catawba County current Fee Schedule (fee schedule could change during the contract period).

The Contractor shall use only the dump sites listed above, unless otherwise approved by the County.

The Landfill operator shall direct all dumping operations. The Contractor shall cooperate with the landfill site operator to facilitate effective dumping operations.

The County makes no representations regarding the turn-around time at the dumpsites.

Debbie Anderson
Purchasing Manager

**ADDENDUM #2
CATAWBA COUNTY, NEWTON, N.C.
RFP 11-1001
DEBRIS REMOVAL AFTER 70 HOURS**

The bid date has been extended to 5:00 p.m., February 8, 2011.

An addendum responding to questions will be posted soon.

All addenda will be posted on our web site <http://www.catawbacountync.gov/purchase/>

Debbie Anderson
Purchasing Manager

**ADDENDUM #3
CATAWBA COUNTY, NEWTON, N.C.
RFP 11-1001
DEBRIS REMOVAL AFTER 70 HOURS**

Bid is extended until 5:00 p.m., February 18, 2011.

Last Day to submit questions is February 11, 2011.

We are working on responses to questions and will have them posted as soon as possible.

Debbie Anderson
Purchasing Manager

**ADDENDUM #4
CATAWBA COUNTY, NEWTON, N.C.
RFP 11-1001
DEBRIS REMOVAL AFTER 70 HOURS
FEBRUARY 3, 2011**

1. **Question:** Does Catawba County have an existing contract for Debris Removal after 70 hours? If yes, can the current contract pricing or a bid tabulation be provided?

Answer: No

2. **Question:** How will the Price Proposal Form be evaluated? Will the items be added to determine the low bidder? Will a weighting system be applied to the various line items? Will estimated quantities be used in an evaluation and can these quantities be provided to potential contractors?

Answer: The selection process and evaluation factors are listed in section 5.1 in the RFP. Estimated quantities will not be provided to potential contractors. Item (e) should be reworded to say the following: Strength of Proposal: The overall proposal submitted by firm in specifically addressing the County's RFP basic approach and understanding of its objectives including best overall cost.

3. **Question:** On the Price Proposal Form, after Item 12, The RFP indicates "The following items shall be billed on a Time and Material (T&M) basis according to Schedules B&C on the following pages:" , however, there were no Schedules B&C attached. Should there be additional tables?

Answer: Please delete all references to Schedules B&C; no additional tables needed, statement will be removed and a new Price Proposal Form will be issued with Addendum #5.

4. **Question:** The contractor pays the tipping fees and they should be included in the pricing on the Price Proposal Form. Is this correct?

Answer: Yes, Contractor pays tipping fees and should include them in the pricing on the Price Proposal Form. When the Contractor sends an invoice for his/her services, the tipping fees will be included in the cost and payment will be made accordingly. Do not submit your cost and say plus tipping fees. Tipping fees should be included in the cubic yard cost.

5. **Question:** We noticed that the Question deadline and the RFP Due date are the same, is this correct?

Answer: No, the deadline to submit questions is February 11, 2011.

6. **Question:** Are tipping fees to be invoiced separately?

Answer: No, tipping fees should be included in cost on the proposal and future invoices.

7. **Question:** The price proposal includes a line item for the pickup and disposal of hazardous material. Does the County intend for proposers to haul and dispose of Hazardous Waste or is it planning on contracting that work separately?

Answer: County will contract that work separately. A new Price Proposal Form will be provided in Addendum #5.

8. **Question:** The RFP also makes mention of a North Carolina License. We are not a "licensed contractor" in the sense of being a general contractor licensed in the State of North Carolina. Is being a registered foreign corporation authorized to conduct business in North Carolina sufficient for participation in this process?

Answer: Contractor will need to be licensed in North Carolina to do business and not on debarred FEMA list.

9. **Question:** On page 27 the line item following 12 states "The following items shall be billed on a time and material basis according to schedules B&C on the following pages." However, the following pages (28 & 29) do not list any schedules B&C. Explain.

Answer: Please delete any references to schedules B&C.

10. **Question:** Section 13 states ...deliver the timely removed and lawful disposal of all eligible storm-generated debris (herein referred to as "debris"), including hazardous and industrial waste materials.

Answer: Delete *including hazardous and industrial waste materials*.

11. **Question:** Section 19.2 states: The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with State and Federal Hazardous and Industrial Materials Cleanup and Disposal requirements. Catawba County shall contract with a firm specializing in the management and disposal of such materials and waste. Contractor shall report the location and type of material being set aside.

Answer: The County does not require the Contractor to dispose of hazardous material, but if the Contractor should come upon hazardous material during the course of work, precautions should be taken.

12. **Question:** I have received the Addendum 1; I understand it is the County's intent that the tipping fees be paid by the Contractor. The County has also provided the current tipping fees at the Landfill and the County also has a caveat that tipping fees may change within the disaster. Does any of this change item 24.5 in the RFP?

Answer: If the tipping fees pricing changes: the cost invoiced and paid to the Contractor shall be adjusted accordingly.

13. **Question:** As to water way debris removal, reimbursement may be provided by FEMA. However, many waterways fall under the Natural Resource Conservation Service (NRCS). As a result, reimbursement and authorization for such operations must first be sought from the NRCS.

Answer: True—Our monitoring firm can help identify these waterways and assist in seeking funding after an event.

14. **Question:** It is unclear from the RFP if grinding/burning operations are contemplated or possible at the final disposal sites. If they are, it appears that the tipping fees will occur upon depositing the debris at the site for reduction. We normally recycle clean vegetative debris rather than disposal in a landfill. As a result, such a scenario would result in the payment of tipping fees when the debris is not actually deposited there. Can you confirm that there will be no grinding or burning at the final disposal sites.

Answer: The debris shall remain the property of the County and tipping fees will apply to all debris.

Debbie Anderson
Purchasing Manager

**ADDENDUM #5
CATAWBA COUNTY, NEWTON, N.C.
RFP 11-1001
DEBRIS REMOVAL AFTER 70 HOURS
FEBRUARY 7, 2011**

We are still working on answers to questions that have been submitted but wanted to pass this information along.

Question: The specifications state that a performance and payment bond in the amount of \$500,000 each will be required at the time of award. Furthermore, it states that these bonds will be renewed annually. This will result in a cost to the contractor of +/- \$6,500 annually. Normally, performance and payment bonds are required at the time of contract activation. If required at award instead of at the time of contract activation, will the bond premiums be reimbursable to the contractor annually? Please clarify.

The RFP also requires that payment and performance bonds be executed upon contract award and remain in effect for the entire term of the contract. Typically, payment and performance bonds are only required upon notice to proceed and within ten days. Further, the references cited above require that the payment and performance bonds be for 100% of the contract amount. The \$500,000 does not meet that criteria. We would suggest that an addendum be issued changing the payment and performance bond requirements to 100% to be provided within ten days of Notice to Proceed. The original Bid Bond should insure performance. However, the cited references require that the bid bond be in the amount of 5% of the contract.

Answer: The bond premiums will not be reimbursed. The requirement for the performance and payment bonds is changed to read that a performance and payment bond for 100% of the contract amount (estimated) will be required within ten days of Notice to Proceed.

Debbie Anderson
Purchasing Manager

ADDENDUM #6
CATAWBA COUNTY, NEWTON N.C.
RFP 11-1001
DEBRIS REMOVAL AFTER 70 HOURS
February 8, 2011

NOTE: Tipping Fees

Tipping fees have been a major issue during this RFP process. The County has now determined that tipping fees should not be included in the unit price. The successful contractor will submit invoices indicating the unit cost and the tipping fee. The successful contractor will be paid the unit cost and tipping fee. Tipping fees will not be waived.

NOTE: The following section shall be changed to read as follows:

1. INTRODUCTION

Catawba County seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency clean-up activities associated with a hurricane, storm, tornado or other natural manmade disaster. The resulting contract will be for one (1) year with the option to extend the contract for two (2) additional one (1) year periods upon mutual agreement of both parties.

The sentence "All municipalities with Catawba County shall be eligible to participate under this contract" is removed.

NOTE: The successful contractor shall provide all load tickets.

Question: It appears that the insurance requirements are tailored toward a monitoring/engineering contract, since you are asking for professional liability insurance, which debris removal contractors do not usually have. Normally, clients are added as additional insured for general liability, workers comp and auto on Certificates of Insurance provided by debris contractors. Please advise if this correct.

Answer: See the revised insurance requirements attached. Catawba County shall be named additionally insured.

Question: The specifications state that a performance and payment bond in the amount of \$500,000 each will be required at the time of award. Furthermore, it states that these bonds will be renewed annually. This will result in a cost to the contractor of +/- \$6,500 annually. Normally, performance and payment bonds are required at the time of contract activation. If required at award instead of at the time of contract activation, will the bond premiums be reimbursable to the contractor annually? Please clarify.

The RFP also requires that payment and performance bonds be executed upon contract

award and remain in effect for the entire term of the contract. Typically, payment and performance bonds are only required upon notice to proceed and within ten days. Further, the references cited above require that the payment and performance bonds be for 100% of the contract amount. The \$500,000 does not meet that criteria. We would suggest that an addendum be issued changing the payment and performance bond requirements to 100% to be provided within ten days of Notice to Proceed. The original Bid Bond should insure performance. However, the cited references require that the bid bond be in the amount of 5% of the contract.

Answer: The bond premiums will not be reimbursed. The requirement for the performance and payment bonds is changed to read that a performance and payment bond for 100% of the contract amount (estimated) will be required within ten days of Notice to Proceed. The bid bond shall remain as written in the amount of \$10,000.

Question: The RFP makes no mention of Form 1273 and required compliance with the FHWA. All federally assisted roads, whether State, County or federally assisted roads must be tracked separately in order to assure reimbursement. This should be addressed in an addendum as well.

Answer: Chapter VI, section M – 4 of the ER manual states: Contracts for both permanent and emergency repairs must incorporate all applicable federal requirements. As such, FHWA form 1273 must be physically included in all contracts.

This does not apply when contract work is only (100%) for debris removal and related clean up.

The hauler shall invoice according to funding agency (FEMA, FHWA).

Question: It is apparent that you will be seeking reimbursement from FEMA under the Stafford Act as outlined in the Public Assistance Program and specifically FEMA 321, 322, 325 (See 44 CRF Section 206). We would draw your attention to 44 CRF Part 13.36 and the other cited references regarding contracting for such services. FEMA recently released a “check” list type document to assist applicants and sub applicants with developing these contracts. More specifically, the documents make clear that Time and Materials type contracts will NOT be reimbursed by FEMA after the first 70 hours. All work performed after this initial periods must be unit cost such as by the tree or cubic yard, etc. As a result, the pricing schedule on pages 27 and 28 for debris removal from water bodies, Private Property (ROE’s) and POP’s, leaners/hangers and demolition, if allowed to remain in their present structure, will not be reimbursable. We would suggest reviewing the cited references for the suggested pricing method by FEMA for hanging limbs for example; the suggested method is by the tree with the debris placed on the ROW for removal by the ROW crews.

Answer: Agree. T&M contracts are allowable for the first 70 hours and usually reserved for first push/clearing roadway activities. A correct bid form is attached.

Add Section 15.6.1

Hazardous Limbs: Broken limbs two inches or larger in diameter measured at the point of break that pose an immediate threat to life, public health, or safety, or pose an immediate threat to significant damage to improved property, are eligible for removal.

Add Section 15.7

Hazardous Trees: Trees that are leaning such that they are in an imminent state of falling over and trees with broken canopies may pose an immediate threat to life, public health, safety, and improved property, are eligible for removal. Trees should be six inches or larger in diameter, measured 4.5 feet above ground level. .

A new bid form will be provided via addendum on February 9, 2011.

Debbie Anderson
Purchasing Manager

CATAWBA COUNTY INSURANCE REQUIREMENTS

I. Contractor Insurance Requirements

Contractor shall maintain at all times during the term of this Agreement, at the contractor's sole expense:

A. Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability insurance, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than \$1,000,000 per occurrence, and \$1,000,000 annual aggregate. The limits may be satisfied by a combination of primary and excess insurance. The coverage shall be written on an occurrence basis.

B. Business Automobile Insurance

At all times while the Contractor's representatives are conducting on-site work, the Contractor shall maintain Business Auto insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.

C. Workers Compensation & Employers Liability Insurance

At all times while the Contractor's representatives are conducting on-site work, Contractor shall maintain statutory Workers Compensation insurance in accordance with the laws of the North Carolina. Contractor shall also maintain Employers' Liability insurance with limits of not less than \$1,000,000 per accident and \$1,000,000 each employee for injury by disease.

E. General Requirements

1. Prior to beginning the work, Contractor shall provide written evidence of insurance as requested by the County to confirm that these insurance requirements are satisfied.
2. Catawba County shall be named as an additional insured under Contractor's automobile and general liability insurance. In the event of a loss arising out of, or related to, the Contractor's services performed under this Agreement, Contractor's Liability insurance shall be primary (pay first) with respect to any other insurance which may be available to the County, regardless of how the "other insurance" provisions may read.

3. The workers compensation policy must contain a waiver of subrogation in favor of the County.
4. Contractor shall be responsible for insuring all of its own personal property, improvements, and betterments.
5. All insurance policies put forth to satisfy the above requirements shall require the insurer to provide a minimum of sixty (60) days notice to the County of any material change in coverage, cancellation, or non-renewal.
6. All insurance put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the state of North Carolina. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the County.
7. Contractor shall provide certificates of insurance to the County as evidence of the required coverage. Contractor agrees to provide complete copies of policies if requested. Failure of Contractor to provide timely evidence of insurance, or to place coverage with insurance companies acceptable to the County, shall be viewed as Contractor's delaying performance entitling the county to all appropriate remedies under the law including termination of the contract

RFP 11-1001 Debris Removal After 70 Hours

ADDENDUM #7 PRICE PROPOSAL FORM - CORRECTED

DEBRIS REMOVAL, PROCESSING AND DISPOSAL. - DO NOT INCLUDE TIPPING FEES IN UNIT COST

Category	Field Name and Description	Unit	Cost Per Unit		
Vegetative Collect and Haul	0-15 Miles Veg from right of Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and removal for a haul distance up to 15 miles</i>	CY			
	16-30 Miles Veg from ROW to DMS <i>Vegetative collect and removal for a haul distance between 16 and 30 miles</i>	CY			
	31-60 Miles Veg from ROW to DMS <i>Vegetative collect and removal for a haul distance between 31 and 60 miles</i>	CY			
	60+ Miles Veg from ROW to DMS <i>Vegetative collect and removal for a haul distance greater than 60 miles</i>	CY			
	Single Price Veg from ROW to DMS <i>A single price vegetative collect and removal for any haul distance</i>	CY			

Management and Reduction					
	Debris Management Site Management <i>Preparation, management, and segregating at debris management site</i>	CY			

C & D Collect and Haul	0 – 15 Miles C&D from ROW to DMS <i>C&D collect and removal for a haul up to 15 miles</i>	CY			
	16 – 30 Mile C&D from ROW to DMS <i>C&D collect and removal for a haul distance between 16 and 30 miles</i>	CY			
	31 – 60 Miles C&D from ROW to DMS <i>C&D collect and removal for a haul distance between 31 and 60 miles</i>	CY			
	60+ Miles C&D from ROW to DMS <i>C&D collect and removal for a haul distance between 60 miles</i>	CY			
	Single Price C&D from ROW to DMS <i>A single price C&D collect and removal for any haul distance</i>	CY			

Final Disposal	0 – 15 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 0 – 15 miles</i>	CY			
	16 - 30 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 16 - 30miles</i>	CY			
	31 - 60 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 16 – 30 miles</i>	CY			
	60+ Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 60+ miles</i>	CY			
	Single Price from DMS to Final Disposal <i>A single price transport of processed debris from DMS to final disposal</i>	CY			

Tree Operations	Hazardous Trees 6" – 12" <i>Hazardous tree removal for a 6 – 12 inch trunk diameter</i>	Tree			
	Hazardous Trees 13" – 24" <i>Hazardous tree removal for a 13 – 24 inch trunk diameter</i>	Tree			
	Hazardous Trees 25" – 36" <i>Hazardous tree removal for a 25 – 36 inch trunk diameter</i>	Tree			
	Hazardous Trees 37" – 48" <i>Hazardous tree removal for a 37 – 48 inch trunk diameter</i>	Tree			
	Hazardous Trees 49"+ <i>Hazardous tree removal for a 40+ inch trunk diameter</i>	Tree			
	Trees with Hazardous Limbs > 2" <i>Hazardous hanging limb removal</i>	Tree			
	Hazardous Stumps >24" – 36" <i>Hazardous stump extraction for a 24 – 36 inch stump diameter</i>	Tree			
	Hazardous Stumps >37" – 48" <i>Hazardous stump extraction for a 37 – 48 inch stump diameter</i>	Tree			
	Hazardous Stumps >49"+ <i>Hazardous stump extraction for a 49+ inch stump diameter</i>	Tree			
	Stump Fill Dirt <i>Fill dirt for stump holes after extraction</i>	CY			

Specialty Removal	Waterway Debris Removal <i>Debris Removal from canals, rivers, creeks, streams, and ditches</i>	CY			
	Vehicle Removal <i>Removal of eligible vehicle</i>	Unit			
	Carcass Removal <i>Removal of debris that will decompose (animals and organic fleshy matter)</i>	Pound			
	ROW White Goods Removal <i>Pick up and haul of white goods to disposal site</i>	Unit			
	Freon Management <i>Freon management and recycling</i>	Unit			
	Demolition of Private Structure	CY			
	Electronic Waste <i>Removal of electronic debris that contain hazardous materials, such as cathode ray tubes. Includes computers monitors and televisions.</i>	Unit			
	Silt Removal				
	Putrescent Removal <i>Removal of debris that will decompose or rot (animals and organic fleshy matter)</i>				
	Biowaste <i>Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste).</i>	Pound			

Company Name: _____

Address: _____

Signature: _____

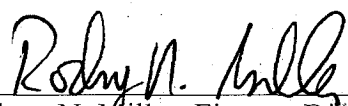
Date: _____

Note: The selected Contractor shall agree to conduct an Education Day for the County. For example: what will take place and how will it take place.

THIS INSTRUMENT has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: _____


6-8-11


Rodney N. Miller, Finance Director

APPROVED AS TO FORM:

Date: _____

May 18, 2011


Debra Bechtel, Attorney