

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR CONTINGENCY DEBRIS REMOVAL
PURSUANT TO RFP 15-033
(SECONDARY VENDOR)**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and CrowderGulf, LLC (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide contingency debris removal services pursuant to RFP 15-033; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services in accordance with the advertised specifications of RFP 15-033.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Contractor shall render Services to County in accordance with the Proposal attached hereto as Exhibit A and incorporated herein for all purposes.

Section 2. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The maximum rates for the performance of services are identified in Exhibit B to this Agreement. In no case shall the amounts paid by County under this Agreement exceed the maximum rates without an agreement executed by the parties.
- B. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by the Fort Bend County Emergency Management Director, which is the County Judge.
- C. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum hereinafter certified as available by the Fort Bend County Auditor specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed the amount approved by the County Judge and certified as available by the Fort Bend County Auditor specifically allocated to fully discharge any and all liabilities County may incur.

Section 5. Time of Performance

- A. Immediately following the mobilization Task Order being issued, Contractor shall meet with County's Debris Manager to discuss matters of judgment, safety, quality control, coordination, payment, record keeping, and reporting.
- B. Contractor shall commence mobilization immediately upon receipt of the mobilization Task Order, meeting the following progress patterns: 36 hours- 25%, 72 hours- 50%, 96

hours- 75%, and 120 hours- 100%. This is a minimum response schedule and does not restrict an earlier response.

- C. County by and through the Debris Management Center may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work.
- D. Contractor shall perform in accordance with each Task Order for those municipalities established by County as Joint Resolution Jurisdictions (JRJ). Each Task Order will be uniquely and sequentially numbered.
- E. At each vegetative debris reduction site, Contractor is required to grind a minimum of 200-250 cubic yards per hour per grinder with a maximum of 6 hours of down time for service per 24 hours. The minimum required reduction/disposal rate shall be achieved no later than the third calendar day after receipt of the mobilization Task Order. Liquidated damages shall be assessed at \$500.00 per calendar day for any day in which the minimum processing rate is not met, unless non-compliance is due to insufficient debris amounts being delivered to the site.
- F. All work, including site restoration prior to close-out, shall be completed within 30 calendar days after receiving notice from the Debris Management Center that the last load of debris has been delivered, unless the Debris Manager initiates additions or deletions to the contract by written change orders. Liquidated damages shall be assessed at \$1,000.00 per calendar day for any time over 30 calendar days.
- G. Unless directed otherwise by the Debris Management Center, Contractor shall conduct volumetric reduction operations 24 hours per day, 7 days per week. Hauling of debris from public rights-of-way and public property will be limited to day-light hours, 7 days per week.
- H. Removal of debris shall be completed within 90 calendar days of the Notice to Proceed and all disposal and recycling operations shall be completed within 180 calendar days of the Notice to Proceed. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Term and Termination

- A. This Agreement is effective upon execution by County and will expire on November 30, 2016. The Agreement is renewable annually for five (5) years (through 30 November 2021) if mutually agreeable under the same terms, conditions and recertification of Contractor's capabilities.
- B. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.
- C. Termination for Default
 - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 - 2. If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7(B) above.
- D. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

- E. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - 1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property

damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 5. Builders Risk Insurance: Contractor shall obtain and keep in full force and effect until the Transfer Date, Builders Risk Insurance, subject to policy terms and conditions, of direct physical loss or damage to property, materials, equipment and supplies which are to become an integral part of the Project, whether owned by Contractor, or subcontractors of every tier, and in which one or more of same has an insurable interest, while in transit, while at the Construction Site awaiting construction, during construction, and until the Transfer Date. Such insurance shall be maintained to cover, as nearly as practicable, the insurable value of such property, materials, equipment and supplies at risk, and shall contain a waiver of subrogation in favor of Contractor, Architect, subcontractors of any tier and Owner for loss or damage occurring during the Work and shall name Contractor as the named insured and Owner as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the Contractor.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
 - C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
 - D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
 - E. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
 - F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Section 11. Performance and Payment Bond

In the event this contract is activated, Contractor shall post with Fort Bend County, within thirty-six (36) hours of notice and prior to any work commencing, a performance and payment bond in the amount of one hundred percent (100%) of the total purchase order amount. These bonds shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. Each year upon renewal, Contractor shall provide an updated letter to the Purchasing Department.

Section 12. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 13. Confidential and Proprietary Information

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor

shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 14. Independent Contractor

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 15. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a “Notice”) pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Emergency Management
Attn: Emergency Management Coordinator
307 Fort Street
Richmond, TX 77469-7728

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Contractor: CrowderGulf, LLC
ATTN: John Ramsey, President & CEO
5435 Business Parkway
Theodore, Alabama 36582

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 15. A. and B. and if the addressee has received the Notice. A Notice is deemed received as follows:
 - 1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 16. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 17. Performance Warranty

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 18. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 19. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 20. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 21. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 22. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 23. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 24. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 25. Conflict

In the event there is a conflict between this Agreement and the attached exhibit(s), this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2016.

FORT BEND COUNTY

CROWDERGULF, LLC

Robert E. Hebert, County Judge

John Ramsay, President & CEO

Date

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:

Jeff Braun, Emergency Management Coordinator
Fort Bend County Emergency Management

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

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- Exhibit A: Scope of Service
- Exhibit B: Pricing

EXHIBIT A

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

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

May 26, 2015

Fort Bend County
Purchasing Department - Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

RF: RFP 15-033 Contingency Debris Clearing, Removal and Disposal and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend County, TX

CrowderGulf is pleased to submit the enclosed proposal in response to Fort Bend County's Request for Proposal (RFP) referenced above and in accordance with the terms and conditions set forth in that request.

CrowderGulf is a national full-service debris management firm with over forty-five (45) years experience in helping communities like Fort Bend County recover from disasters. Having managed successful debris clean-up operations in states throughout the south, southwest, and southeast, we have developed one of the most capable recovery management teams in the United States as well as a large cadre of experienced local and regional subcontractors who are also prepared to respond rapidly to the needs of the County. The completion of **over three hundred (300) disaster recovery projects** and success in removing, reducing and disposing of **over two hundred and thirty million (230,000,000) cubic yards of debris** is testament to our ability to meet the scope of work established by Fort Bend County.

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

CrowderGulf is committed to and experienced in being in full compliance with all FEMA regulations, State and local regulations. **Our Operations Manager, Buddy Young, former FEMA Regional Director for Region VI (Texas), is an expert on FEMA matters and is a tremendous asset to our clients in negotiating FEMA policies and procedures.**

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

As the President of CrowderGulf, I have the authority to bind the company in all transactions relative to the award of this RFP. In addition, Ashley Ramsay, Vice President, also has the authority to bind the company.

Best Regards



John Ramsay
President & CEO

jramsay@crowdergulf.com

TAB 3 - DEBRIS MANAGEMENT AND RESPONSE

A. Principles of Project Management

Standards

CrowderGulf conducts all debris operations to meet or exceed all regulations and program standards of FEMA (FEMA 325 Debris Management Guide), the Occupational Safety and Health Administration, the Environmental Protection Agency, and all other local, state and federal agencies.

Responsiveness

CrowderGulf will be in contact with the County's Debris Manager at least 48 hours prior to a hurricane making landfall or immediately upon the occurrence of any debris generating event within the County. Within 12 hours of receiving a NTP CrowderGulf will have our Management team report to the County representative for operations planning and mobilization of personnel and equipment. Mobilization for PUSH operations will begin within 12-24 hours of NTP and we will be fully operational and hauling debris within 48 hours of initial NTP. In addition, we will have a Debris Management Site (DMS) fully operational for reduction and disposal of debris within 72 hours of the NTP. CrowderGulf will maintain full debris hauling operational capacity seven days a week during daylight hours until completion of the project to the satisfaction of the County. The DMS may, if required to meet the needs of the County, operate 24 hours per day.

Subcontractor Payment

CrowderGulf understands that many of our Subcontractors may have been affected by the disaster and funds may be readily available to support their cost. Therefore, CrowderGulf has always paid and will continue to pay all its Subcontractors on a weekly basis regardless of whether or not the client has paid for the services rendered.

Client Payment

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

Reimbursement Assistance

CrowderGulf's debris management staff consists of previous FEMA Regional Directors and Deputy Directors, County Emergency Management Directors and emergency operations personnel with over 20± years of experience in working State and Federal Disaster Declarations. CrowderGulf is prepared to share its knowledge and experience concerning reimbursement matters with County personnel in order to obtain maximum reimbursement by utilizing accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist with:

- Estimating debris volumes for initial damage assessment
- Developing Project Worksheets/Damage Survey Reports
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process and reviewing all records to assure that they meet federal and state reimbursement guidelines
- Orientating and training County personnel on requirements for quality and quantity of required documentation
- Assisting in closeout and final audit
- Assisting with Hazard Mitigation Planning efforts
- Providing Assistance and training on FEMA Disaster Assistance policy changes

Corporate Support On-Site Operations

Daily operational decisions and daily communications with the County will be facilitated by the CrowderGulf on-site Management team. If needed, one or more field offices will be set up immediately upon NTP. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations. The Team will be fully reinforced at all levels by logistical support, records management/ storage, report development and other operations at CrowderGulf's main office in Theodore, Alabama. This office will serve as the disaster administration office throughout the project.

On-Site Project Management

CrowderGulf employs National Incident Management Systems (NIMS) principles in our command structure, planning, operations, logistics and administration. This will not only facilitate an easy interface with the County's Emergency Operations Center, but also ensures maximum quality control by limiting the span of supervision for individual field managers. Each of these key roles identified below is critical to an effective CrowderGulf emergency debris response and must possess a high degree of professional experience, skill, and leadership ability.

B. Pre-Planning - Readiness Planning and Training

On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions. In addition, our Debris Reduction specialists will be available to review and advise on potential Debris Management Sites. Preparedness training will be tailored to the County's needs and requests.

C. Debris Operations Plan

The CrowderGulf **Debris Operations Plan** establishes an early appraisal of disaster damage, moves trained and well-equipped crews into affected areas in the shortest time possible and follows a disaster-specific work plan. This ensures that our personnel and equipment will be mobilized and in place to remove and reduce debris in the most efficient and effective manner and with the least possible impact to citizens.

The amount of damage that occurs during a natural disaster and the effort required to restore the affected areas varies with each situation. CrowderGulf's comprehensive **Debris Operations Plan is a flexible strategy that integrates Critical Operations and Support Functions** to insure the most efficient and cost effective debris management for Fort Bend County. These Operations and Functions are identified below and fully defined in the following sections. Each is integral to a comprehensive debris management effort.

Critical Operations (action items that are set in motion by an event)

- Mobilization
- Debris Emergency Response
- Debris Recovery Operations
- Documentation and Reimbursement
- Documenting and Resolving Damages

Essential Support Functions (support functions for Critical Operations)

- Readiness Support and Training
- Subcontracting
- Quality Control
- Health and Safety
- Environmental Sensitivity
- Public Relations



The **Debris Operations Plan** was developed with only one objective – **to assist Clients that have suffered the effects of a disaster return to normal as quickly, as efficiently and as inexpensively as possible.** The Plan's components have been the cornerstone of all of CrowderGulf's disaster relief efforts for the past 45 years.

When an event is likely to occur, all stakeholders are put on alert and resources are marshaled. Immediately after the event occurs, Mobilization of human and equipment resources is begun in anticipation of the initial Debris Emergency Response or "PUSH" period. As additional resources flow to the impacted areas, Debris Recovery Operations – the most demanding phase - is initiated. This is the phase in which CrowderGulf delivers what it has promised and makes certain that debris is removed and reduced as quickly and as efficiently as possible. Throughout the operation, the Documentation of all work must be completely and accurately documented in order for Reimbursement to occur. CrowderGulf's documentation department maintains thorough records and provides ongoing communication with Clients to ensure all necessary information is provided to support reimbursement from FEMA. References from past projects will support our history of providing excellent documentation required for reimbursement.

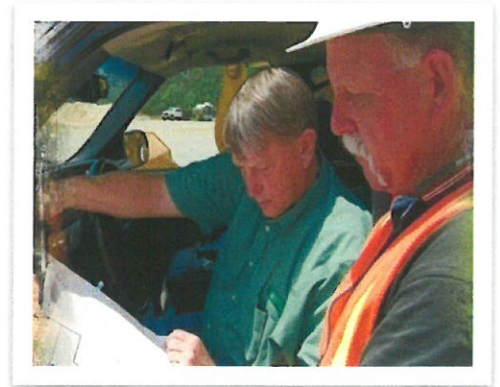
The four Critical Operations described above - **Mobilization, Debris Emergency Response, Debris Recovery Operations and Documentation and Reimbursement** - form the central core of the CrowderGulf Debris Operations plan. These elements are supported and enabled by six Essential Support Functions. Although not as visible during the debris management process, each support function - **Readiness Support and Training, Subcontracting, Public Relations, Health and Safety, Quality Control and Environmental Sensitivity** - is fundamentally important to CrowderGulf being able to provide a successful debris management effort. All of these elements are discussed briefly in the following sections.

CRITICAL OPERATIONS

➤ Mobilization

Alert and Team Notifications

If there is advanced notice (i.e., a hurricane), this phase will commence as soon as a disaster appears to be a credible threat to Fort Bend County. The CrowderGulf call-down list will be checked to verify accuracy. Field Project Managers and Field Supervisors will be advised to check e-mail and voice mail at least twice a day, and additional communication devices and cell phones may be distributed to key personnel.



The CrowderGulf Director of Operations will assess the information received from the National Weather Service and in consultation with the County's Debris Manager will determine the necessity for a full notification action. If it is determined that notification is needed, he will direct activation of the CrowderGulf Calling Plan with stand-by instructions for individual contractors / subcontractors to be notified. Specific individuals will be called and, in turn, they will call additional CrowderGulf employees in a rapid cascading manner. This list of calling assignments is kept current with no less than two exercises per year if not exercised for a legitimate activation preparation.

Preparation

Based on the high probability of a known event, the Director of Operations (DO) will direct initial preparation of manpower and equipment. He will inform all responding personnel as to situation status, departure, tasking and assets to mobilize. The Director of Operations will manage the commencement of mobilization, the tasking of the support units, and the dispatch of managers, crews and equipment.

Mobilization of Resources

CrowderGulf shall contact the's Debris Manager a minimum of 48 hours prior to a hurricane event or immediately upon the occurrence of a major disaster or debris generating event in which there is no advance warning.



Mobilization will take place immediately upon receipt of a NTP and in accordance with requirements as defined by the County's Debris Manager. Within eight hours of receiving the NTP, CrowderGulf management team will be working on site with the County and its Debris Manager to begin planning the required mobilization and operations for debris removal. Debris removal from streets and roads ("PUSH") shall begin within 12 hours of receipt of the NTP and reduction and disposal operations shall be in full operation within 48-72 hours.

The severity of the disaster will determine how many employees and/or subcontractors will be assigned to a specific disaster event. Depending on the scope of the disaster, CrowderGulf will use a combination of company crews and subcontractors to perform work. We will begin with CrowderGulf/ personnel and proceed to add additional manpower and subcontractors until we have a sufficient workforce in place to effectively manage and handle the disaster recovery effort. Specific management personnel that will be assigned to this contract are provided in later sections of this proposal.

Staffing the Emergency Operations Center

CrowderGulf will commit a senior employee to be stationed in the County's Emergency Operations Center to coordinate plans for debris operations, communications and scheduling with the County's Emergency Management personnel. If requested by the County, this senior management representative will be on site in the Emergency Operations Center prior to storm landfall.

Staging of Resources

When a disaster is imminent, we will review the need for staging equipment within 100-150 miles from the potential area of impact. Local equipment and resources will be secured in safe locations and readied for mobilization. As soon as the storm passes the area and a Task Order (TO) is issued, equipment and manpower will be staged at a convenient location near the truck certification area for the County.

Communications/Mobile Command Center

Should disaster conditions warrant the need, CrowderGulf will establish a self-sufficient Mobile Command Center, with full **communications capability**, in the disaster area and dedicate it solely to the recovery effort. If needed or requested, our Command Center will be provided to the County to serve in the field as its command unit.

The Command Center, or field office/s, will be set up within 24-48 hours after activation. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations.

Each Command Center has two gas powered generators that supply power for the following:

- Multiple work stations with LCD computer/TV monitors, with copier/fax/scanner capability
- A conference room with a large table and a 42" plasma monitor/TV
- Two satellite TV receivers
- VSAT for broadband internet and VoIP lines



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

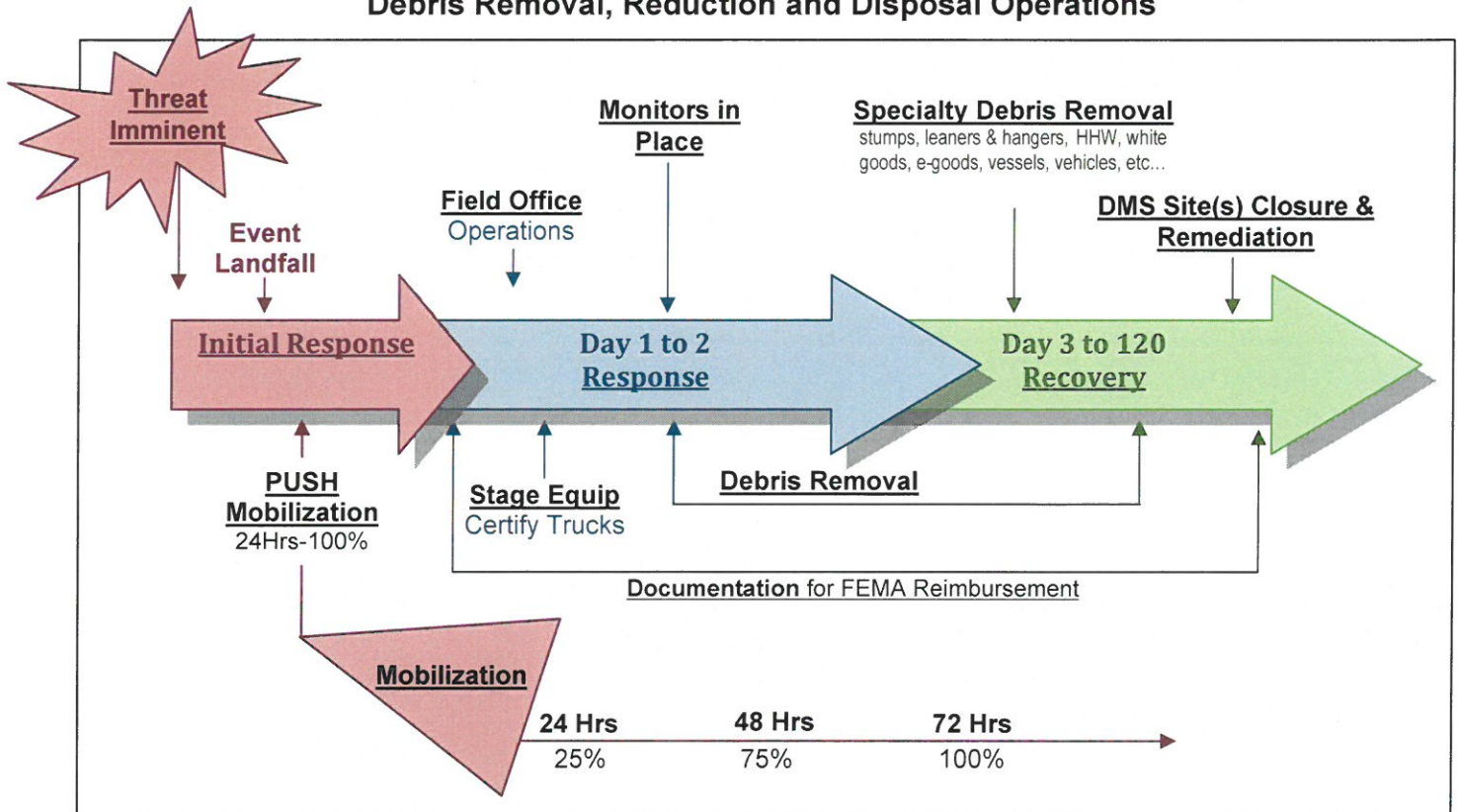
Operational Support

CrowderGulf's main office will serve as headquarters for "back-office" operational support and documentation center. Throughout the project, this office will support field operations on all levels and maintain backup files and records for reimbursement.

Mobilization Parameters

- Providing an advance CrowderGulf representative to the County's Emergency Operations Center **24** hours prior to a predicted event such as a hurricane.
- Providing an Operations Manager and team on-site within 8-12 hours of NTP to assist in planning for the operation and mobilization of personnel and equipment necessary to perform the work.
- Staging personnel and equipment in close proximity to the County to provide rapid deployment after the storm, while protecting those assets from damage/destruction by the event.
- Mobilizing resources and being operational for clearing debris and opening critical routes ("PUSH") **within 12 hours of NTP if requested by the County.**
- Being fully operational for **hauling, sorting, and storing of debris within 48 hours of initial NTP.**
- **Being fully operational for reduction and disposal of debris within 72 hours of initial NTP.**
- Maintaining full operational capability, **24 hours per day, seven days per week for an extended period of time.**
- **Being able to clear all debris from all County maintained streets, roads and highway rights-of-way within 90 days from initial NTP.**
- Rapidly adjusting the flow of resources based on the extent and magnitude of damage/debris.
- Providing Rapid Response Crews (RRC) as may be required.
- Being able to complete the entire debris management process from initial clearance through final disposal **within 120 days from initial NTP.**

Response and Recovery Timeline for Fort Bend County, TX Debris Removal, Reduction and Disposal Operations



➤ Debris Emergency Response

Collection operations are normally broken into two phases: response and recovery. Debris Response activities occur immediately after an event in order to clear emergency access routes. Debris Recovery operations usually begin after the emergency access routes are cleared and the residents return to their homes and begin to bring debris to the public rights-of-way.

The Debris Response phase includes immediate actions for the removal of debris in order to facilitate search and rescue efforts, allow access to critical facilities, and prevent flooding. Actions required during the response phase are usually completed within a matter of days following a disaster event.

During Debris Response, CrowderGulf will conduct an emergency "PUSH" of critical streets and roads sufficient to allow for the movement of emergency vehicles. "PUSH" crews can be on-site and working within hours of an event. County staff shall determine priorities for "PUSH" activities with primary emphasis on major thoroughfares. Multiple crews will be conducting emergency "PUSH" activities within 12 hours of receipt of a NTP.

The following is an example a Debris Response priority list:

- Fire, police, and ambulance service routes
- Access routes to trauma centers, hospitals, critical care units, and jails
- Major arterial routes
- Roads and streets to the emergency operations center
- Supply routes to emergency supply distribution centers
- Roads and streets to government facilities
- Communication towers and systems access
- Utility access routes
- Routes to shelters
- Routes to the debris management centers



All other roads and streets are normally cleared as soon as the emergency and major access routes are opened and the County transitions to the recovery operations.

➤ Debris Recovery Operations

Debris Recovery Operations focus on collecting the debris, reducing and/or recycling, and final disposal. Development and operation of a debris management site is considered a recovery activity as well. Several of the major components of Debris Recovery, such as planning for debris pickup routes, certifying hauling trucks, determining and developing temporary debris management areas, usually begin during the Response period.

Collection Methods

The fundamental component of a disaster debris management strategy is the collection of debris. Implementation of disaster debris collection immediately after a disaster event will assure the public that recovery efforts are in progress and that the community will return to normal quickly. The debris type, amount, and urgency determines which collection method is used. The two main methods of debris collection are curbside collection and collection centers. Both types of collection methods may be used and will be determined by the County.

Curbside Collection

Curbside collection parallels normal garbage and trash collection operations. Debris is placed at the curb or public rights-of-way by the residents for collection.

- **Source-Segregated Debris Collection**

Residents should be directed to sort the debris by material type and place it at the curb in separate piles. Trucks designated for a particular debris type will collect the assigned debris and deliver it to a temporary staging area, a debris management site or a disposal facility. Source-segregated debris collection offers the potential of high salvage value and efficient recycling/reduction processing. This method is important when collecting hazardous and environmentally sensitive debris, such as household hazardous waste and white goods.

- **Mixed Debris Collection**

Collecting mixed debris by the County allows for residents to place all debris types in one specified area, usually along the public right-of-way in front of their residence. While this is the most convenient for the public, it does not facilitate effective recycling and reduction efforts, as the debris will need to be handled multiple times. This method prolongs recycling and reduction efforts and increases operational costs.

Collection Centers

The second type of collection method relies on having residents transport their debris to a common location. Large roll-off bins may be placed on public rights-of-way or public property for the residents to bring their debris for collection. This is well suited for rural, sparsely populated areas where curbside collection is not practical. Separate bins can be designated for particular types of debris. If Collection Centers are used by the County, they must be monitored to ensure only County citizens use the Center and all debris is storm-related eligible debris.

Debris Types

Fort Bend County will determine the scope of the debris to be managed under this contract. However, CrowderGulf is prepared to assist the County in hauling, reducing and disposing of all eligible debris types in accordance with FEMA 325 guidelines. These include: vegetative debris, construction & demolition (C&D) debris, hazardous wastes, white goods, household hazardous waste (HHW), electronic waste, abandoned vehicles and vessels, putrescent debris, infectious waste, chemical, biological, radiological, and nuclear-contaminated debris.

Debris Hauling

After the emergency "PUSH" phase is sufficiently complete, CrowderGulf will proceed to clear debris from all County public property, public right-of-ways, streets, roads, easements and private property (as directed by the County) in a timely and efficient manner. All vegetative debris shall be hauled to a debris reduction site as designated by the County. All non-burnable debris and C&D debris will be hauled to a DMS or permitted landfill as determined by the County.

The debris hauling process will include the following elements:

- **Truck Certification**

All debris hauling trucks will be certified by the County or representative before any hauling begins. The inside bed dimensions of all trucks will be accurately measured and all safety requirements will be checked and approved. This information along with the description and picture of the truck, driver's name, license and tag number will be recorded on the FEMA compliant certification forms provided by CrowderGulf. The County will retain the original copy of the form and provide CrowderGulf and the driver with copies. The driver's copy must remain in the truck at all times. A placard displaying the trucks identification and measurement information will be displayed on both sides of the vehicle at all times. Specific truck documentation requirements are discussed in the Documentation and Reimbursement Section of this proposal.

- **Sectioning and Crew Assignments**

Upon NTP, CrowderGulf will assist the County in assessing damage and developing a specific plan of action. The affected areas will be divided into sections and then assigned crews, subcontractors, and equipment. All areas will be served simultaneously.

- **Passes**

CrowderGulf will make as many passes as the County may direct in order to successfully complete the debris removal process. Normally, a few days may need to elapse between each pass so that the citizens have time to get their debris to the ROW.

- **Daily Coordinated Issue Management Meetings**

Daily meeting will be held between the Field Project Manager, Field Supervisors, the Subcontractor Crew Foremen and representatives of Fort Bend County to discuss progress, needed adjustments and other issues. Decisions to increase/decrease manpower and/or equipment or change work areas will be made with approval of the County.

- **Accurate Record Keeping**

CrowderGulf utilizes a number of systems to assure accurate truck certification and debris hauling information. Production reports, shift inspection checklists, safety meeting reports, quality controls, daily crew and equipment usage reports are some of the Quality Control measures used to provide accuracy in the documentation process.

Using the most appropriate technology provides the necessary information to make decisions during the recovery operation. It also improves our ability to provide all documentation needed for our Client's to be successful with maximum reimbursement from FEMA and other agencies. Details of our documentation procedures are fully described in the Documentation and Reimbursement section of this proposal.

- **Safety Measures**

The Safety Manager and Safety Officers will monitor all safety procedures and daily reports of accidents and/or property damage. The Safety Manager or designee will also be responsible for coordinating and conducting safety meetings with crewmembers and subcontractor personnel.

Safety is critical throughout all operations and is discussed later within this Debris Operations Plan.

- **Truck and Equipment Maintenance**

Well maintained trucks and equipment are essential for efficient operations. CrowderGulf's crew foremen, subcontractor foremen, and the Field Project Manager will be responsible for keeping all trucks and equipment in good working condition and prepared for each workday. A CrowderGulf mechanic will be on the job for troubleshooting and maintenance of equipment. Local mechanic shops will also be utilized.

- **Traffic Control**

CrowderGulf will use its best efforts to mitigate the impact of debris removal operations on local traffic. Sufficient signing, flagging, barricading, safety equipment and communications devices will be used to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with applicable federal, state, local laws, regulations and ordinances.

- **Crew Sizes**

The size of debris loading crews will be dictated by the severity and localization of damage. Each crew foreman will be experienced in organizing and directing debris crews and will be provided with sufficient chain saw operators, flagmen, laborers and knuckle boom operators to assure rapid and efficient debris removal. **An example of a Crew is demonstrated in the chart below:**

Manpower/Equipment Required	Task Responsibility	No. per Crew
Crew Foreman with experience in organizing & running crews with previous work in disaster related jobs	Provide on-site management of crew to ensure quality performance, safety & maximum productivity	1
20 – 60 CY dump trucks with skilled operators &/or 80 - 140 CY self-loader trucks	Pick up debris from curbside & haul to DMS or final disposal	4-6 (or as area dictates)
Chain Saws & Experienced Operators (as needed)	Reduce large trees & limbs to manageable size & trim debris hanging from loaded trucks	1-2
Flagmen	Direct traffic flow & truck movement	3-6
Laborers	Gather small debris that loaders are unable to grasp	2

- **Hours of Operation**

Debris will be collected and loaded during visible daylight hours (dawn to dusk) seven days per week. Debris reduction at the DMS may take place 24 hours per day, seven days per week if required by demand and approved by County.

Debris Management Site Development

CrowderGulf has vast experience with selecting, developing, managing and operating Temporary Debris Management Sites. We are committed to efficient and safe DMS operations and require all personnel to be vigilant in using safe practices at all times.

In the context of this proposal, the terms “**Temporary Debris Separation and Reduction Site**” and the term “**Debris Management Site**” are used interchangeably.

DMS are established when debris cannot be taken directly from the collection point to the final disposition location. A DMS is a location to temporarily store, reduce, segregate, and/or process debris before it is hauled to its final disposition.

DMS Site Selection

Site selection is probably the most important decision effecting Debris Management Site operations. CrowderGulf will work closely with the County to identify and secure suitable locations. Specific Site Plans will be developed for each DMS either upon activation or upon request by the County, and will be in compliance with FEMA 325 regulations for site plan development.

Once site selection is approved by the appropriate Debris Managers, CrowderGulf will perform baseline environmental testing protocols as required and will obtain any required special permits and environmental permissions. All costs associated with the preparation, operation, and restoration of Debris Management Sites is included in CrowderGulf's pricing structure for the contract.

Site selection should be based on the following criteria:

- Ownership
- Potential for Land Lease Agreements
- Size
- Location
- Environmental and historic concerns (baseline study findings)
- Required Permits

DMS Design and Operational Features

The information gathered during the baseline data collection becomes important to the design of the site. The efficiency and the overall success of the DMS operations are determined by how the site is designed.

A minimum of the following features will be designed into the DMS plan.

- Portable toilet facilities will be conveniently located to serve the inspection towers, crew working on the site, and office facilities
- Perimeter chain-link fencing, erosion and sediment control fencing, and other necessary drainage control methods
- Site traffic flow will provide for orderly movement of vehicles and equipment to avoid crossing traffic lanes with the construction of two entrances/exits with lockable gates
- At the request of the County, the DMS sites may be restricted to County and Contractor vehicles only
- Safe and ready access of fire safety and rescue equipment will be provided to all functional sections of the site and to debris stockpiles
- A Safety Zone of at least 200 feet will be established around the grinder
- Air Curtain Incinerator (ACI) or Open burning safety zone will be established and will be 1,200 feet from any structure (other than inspection tower) and no less than 250 feet from any other pile or type of debris on site
- Ash storage pit will be adjacent to ACI units
- Compacted crushed rock and/or mulch will be used on ingress/egress road surfaces
- Designated personnel parking area for 30 vehicles will be established
- Space for two 12 foot by 50-foot office trailers will be established
- Development of a lined Hazardous Materials Containment Area surrounded by a berm

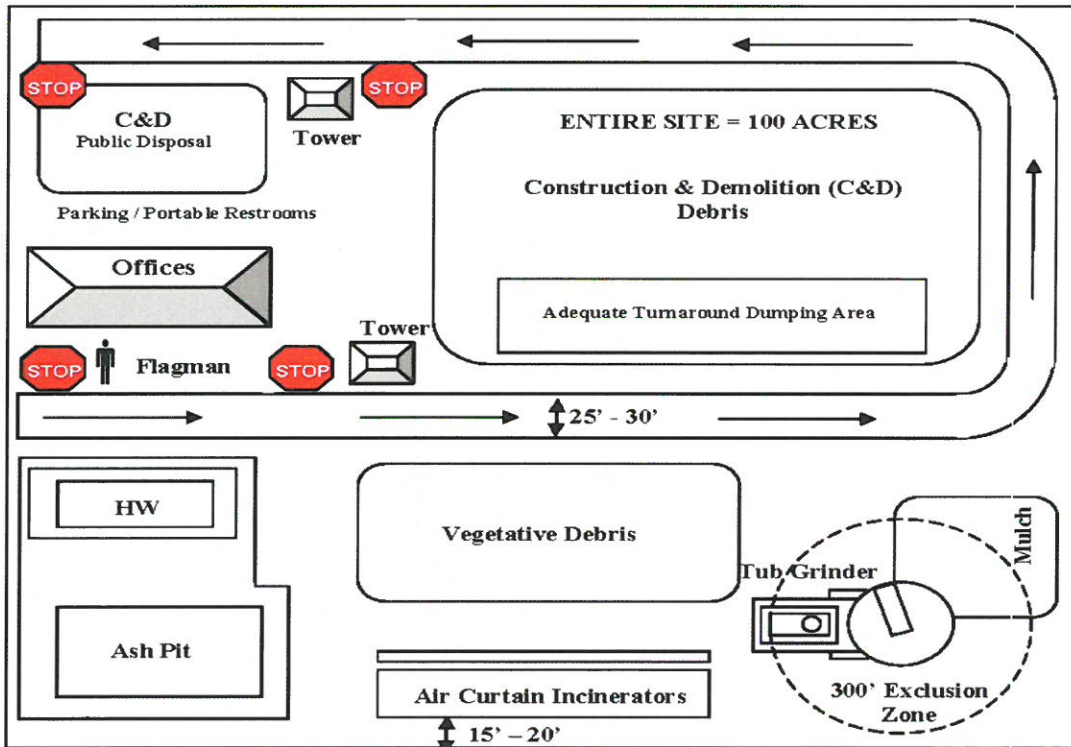
- Two vegetative debris piles for grinding operations
- Sufficient area for chip piles to minimize pile height and prevent spontaneous combustion
- C&D debris disposal or storage area will be separate from other debris areas
- Adequate area maintained at each dumping site for truck maneuverability and a level stable surface for equipment to complete the dumping process
- Site orientation will provide for ACI operations and grinding operations to be located downwind from offices and inspection towers (i.e., prevailing winds will be considered when setting up site)
- If necessary, separate areas/sites for the public to use for dumping vegetative and C&D debris will be provided. Depending on the process prescribed for allowing this, a separate tower may be required to facilitate accounting for the material entering the public section. If off site citizen collection areas are developed in accordance with the County's Debris Management Plan, CrowderGulf will remove debris from those sites on a regular basis as directed by the County's Project Manager.

DMS Site Plan

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

- Access to the Site
- Site Preparation – clearing, erosion control, and grading
- Traffic Control
- Site Security/ Safety and Segregation of debris storage areas
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection towers
- Location of incineration operations and chipping operations
- Location of existing structures or sensitive areas requiring protection
- Household Hazardous Waste (HHW) or Hazardous, Toxic and Radioactive Waste (HTRW) storage
- A detailed list of equipment
- Sanitation facilities

The general site plan shown below will be modified to fit the needs of each specific DMS and will incorporate all specifications addressed in the FEMA 325 and all local, state and federal regulations and requirements.

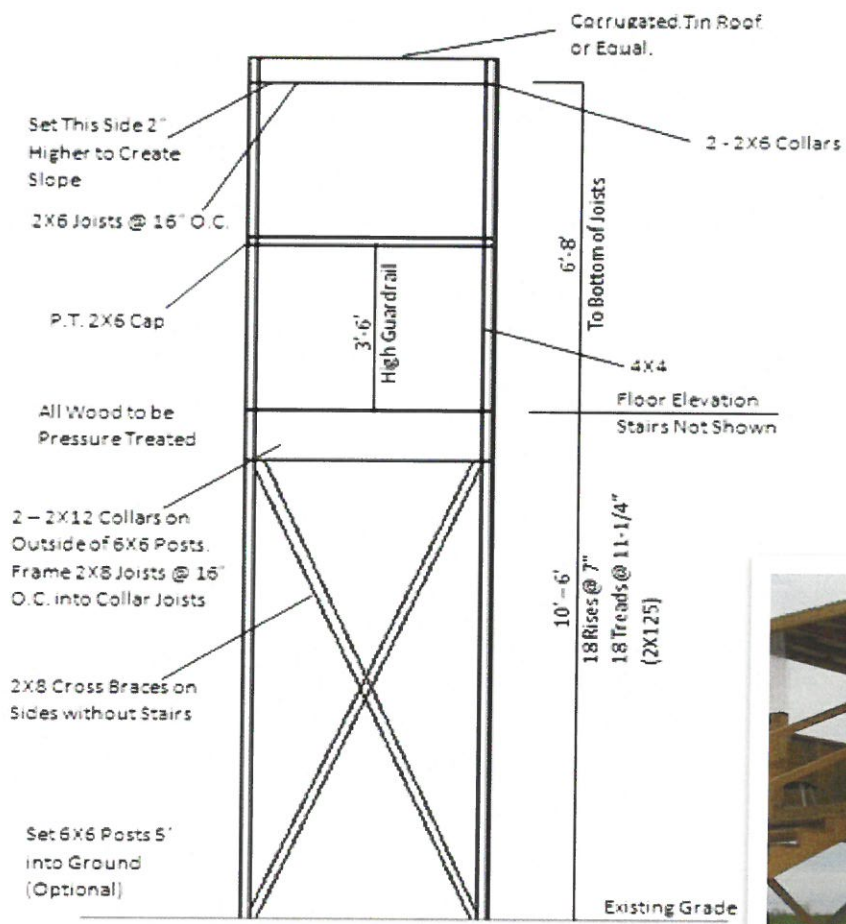


Inspection Towers

At no cost to Fort Bend County, CrowderGulf will construct a minimum of one inspection tower at each site adjacent to the roadway. A minimum of one exit lane for all trucks to use will be visible from a tower. This allows for checking truck beds before exiting, ensuring that they are completely empty. The Inspection tower site location will provide a .25 mile approach outside the public road system to accommodate any truck back up.

- All towers will be OSHA and FEMA compliant. At a minimum, the towers will be constructed with pressure treated wood with the floor elevation of the tower 15 foot above the existing ground elevation; the floor area shall be 8' by 8', constructed of 2" x 8" joists, 16" O.C. with 3/4" plywood supported by four 6" x 8" posts.
- The perimeter of the floor area will be protected by a four (4) foot high wall constructed of 2" X 4" studs and 1/2" plywood. The floor area will be covered by a corrugated tin roof.
- The roof shall provide a minimum of 6'8" of headroom below the support beams.
- Wooden steps will provide access with a handrail. In addition, the construction of towers will comply with all applicable County building codes.
- Inspection towers shall be capable of seating a minimum of three inspectors each.
- Towers will be removed at the completion of the project or when the site is no longer in need.

Inspection Tower



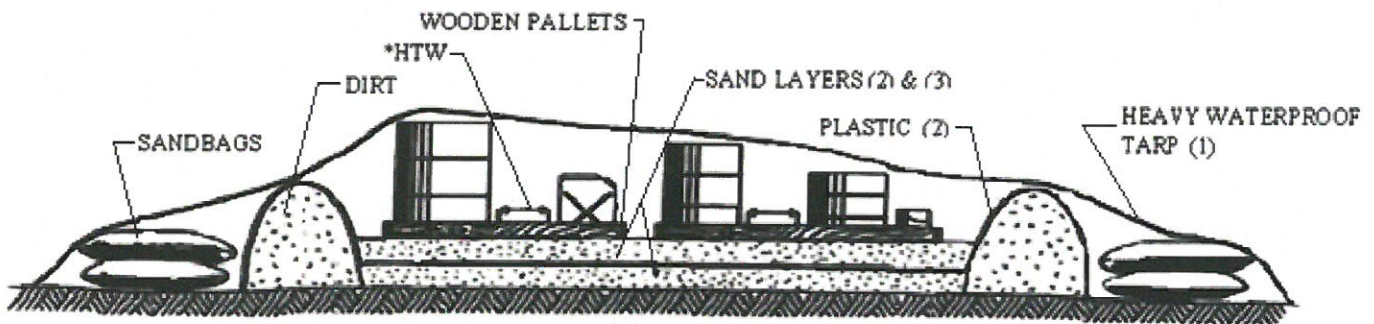
Hazardous Materials Containment Area

In accord with FEMA 325 specifications, CrowderGulf will construct an area designed for the temporary storage and confinement of hazardous material. Material deposited into this facility will be inventoried and stabilized. Any leaking containers will be placed in "over pack drums". A well-marked, defined and enforced NO SMOKING area will be established within 200 feet of this area.

Minimum Design Criteria for the Hazardous Materials Containment Area:

- 1) 30' X 30' in size, the perimeter lined with hay bales staked in place
- 2) Water proof liner or plastic ground protection cove
- 3) Rain and snow cover for the entire area

FIELD EXPEDIENT HTW CONTAINMENT CELL



*HTW INCLUDES: Paint, Solvents, POL (Petroleum, Oil & Lubricants), Batteries, Anti-Freeze, Propane Tanks, Aerosols

NOTES:

1. Containment cell must be covered at all times
2. Plastic is sandwiched between layers to prevent plastic from tearing
3. Contaminated sand shall be properly contained & disposed of as hazardous waste

Debris Separation and Reduction

Debris Separation

The Debris Reduction Manager will supervise the separation and segregation of all loads deposited at the debris-staging site. If site segregation is required because of mixed loads, the separation will reflect the six categories cited below. Each of the following categories of debris will be dealt with in full compliance with the CrowderGulf Environmental Plan and local, state and federal standards:

- Clean, vegetative debris
- Vegetative debris containing other foreign matter
- Construction and Demolition (C&D) Debris
- Salvageable or recyclable debris
- White Goods
- Hazardous or toxic materials / waste

Vegetative debris will be placed into two or more piles (no more than 15 feet high) which will allow for volume reduction without interfering with the ongoing dumping operation or until the dumping and/or reduction operations are complete. As directed by the County's representative, all construction and demolition (C&D) debris will be hauled directly to a certified landfill or prepared for reduction or recycling if feasible. White goods will be degassed, crushed and bailed for sale as scrap metal.

Methods of Debris Reduction

There are two primary types of reduction methods – incineration and chipping/grinding. After all major storms, we have used both grinding and burning to reduce debris, however, grinding has become the more common method due to environmental issues with burning.

• **Chipping and Grinding**

The chipping and grinding of vegetative debris reduces the volume by 75 percent. Many times clean chips will be recycled as bio-mass fuel.

CrowderGulf is very experienced with chipping/grinding debris and has used this method in the majority of our disaster contracts for the past ten (10) years. When grinding/chipping is utilized as the reduction method, all safety and compliance regulations are enforced throughout the operation. CrowderGulf has ground over 25 million cubic yards of debris since 2003.

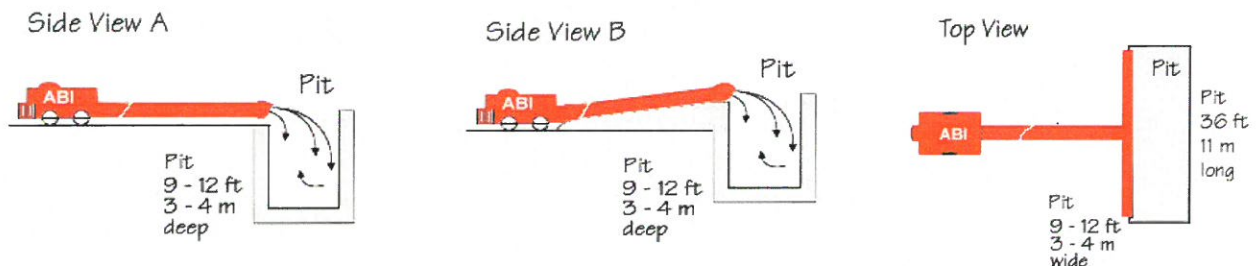


• **Incineration**

There are several incineration methods available for volume reduction. These include uncontrolled open-air incineration, controlled open-air incineration, air curtain pit incineration, and portable air curtain incineration. Portable air curtain incineration is the most efficient incineration system available because the pre-manufactured pit is engineered to precise dimensions to complement the blower system. Any burning method used will only be conducted with concurrence from the County.

Burning vegetative debris can produce up to a 95% reduction rate. In those situations where air curtain incineration may be approved by the County, all environmental compliance and safety concerns will be addressed within the site specific plan. Setbacks and buffer zones will be established within and around the reduction sites not only for the public safety but also for the safety of the debris operations. A setback of at least 100 feet will be maintained between the debris piles and the incineration area. There will be a buffer of 1,000 feet between the incineration area and the nearest building in order to create a zone for emergency vehicles, if needed. The fire will be extinguished two hours before anticipated removal of the ash mound.

The ash mound will be removed before it reaches two feet below the lip of the incineration pit. To prevent explosions, hazardous or contaminated flammable material will not be placed in the pit. Finally, fencing and signage are simple and effective means to keep the public away from the incineration area.



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

Debris Reduction Time Lines

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

DEBRIS REDUCTION PLAN TIME LINE	
TASK	TIME FRAME (from NTP)
Conduct requirements assessment of damaged area for DMS	Within 24 hrs
Develop DMS according to Management Plan, including rd construction, erosion control, portable office & toilet facility	Within 48 hrs
Construct observation platform per FEMA requirements	Within 48 hrs
Construct grinding, burn pit, ash storage & hazardous waste storage areas	Within 48 hrs
Determine the number of burners &/or grinders/chippers required per site	Within 48 hrs
Ensure Hazardous Waste Plan in place	Within 48 hrs
If burning is permitted, begin construction of burn pits	Within 48 hrs
Complete installation of burners	Within 72 hrs
Secure permits & transport grinders/chippers to designated reduction areas	Within 72 hrs
Set up grinders/chippers	Within 72 hrs
Maintain records of hours worked for operators, location worked, repairs, etc.	Daily
Ensure maintenance of burners &/or grinders/chippers	Daily
Make dumpsite adjustments	Daily
Provide daily operations reports to Project Manager & City Rep	Daily
Inspect DMS operations for safety & quality control monitoring	Daily & periodically
Handle storage & disposal of hazardous waste	As required
Restoration of site upon project completion to City's specifications	Upon completion of project
Provide for demobilization of equipment	Upon completion of all tasks

Basic Debris Reduction Crews

Personnel / Equipment	Task Responsibility	Number per Crew
DMS Reduction Project Mgr	Supervise set up & daily ops of debris reduction site; Ensure all safety regulations enforced	1 / Site
Day Foreman	Monitor incoming trucks, direct separation of materials; Supervise reduction crews; Monitor for safety regulations being followed and report infractions to Foreman	1 / Site
Night Foreman (if burning)	Supervise crews & secure site; Monitor safety regulations & report infractions to Foreman	1 / Site
Spotters	Monitor incoming debris types; Ensure drivers drop loads in proper locations at stockpiles; Direct clean loads of recyclable material to storage areas; Follow all safety requirements & report any infractions to Foreman	2 - 4 / Site
Flagmen	Direct flow of incoming & outgoing trucks at site; Follow all safety requirements & report any infractions to Foreman	2 - 4 / Site
Laborers	Separate recyclable materials from incoming debris & move it to designated storage areas; Assist other workers with debris separation	2 - 4 / Site
Tower Monitor	Check all ticket copies for legibility & accuracy; Alert monitor writing tickets of errors; Monitor for safety infractions & report to Foreman	1 / Site
Water Truck w/spray nozzles & high pressure hose	Spray nozzles used for dust control; High pressure for hose for fire control	1 / Site
Road Grader w/Operator	Maintain rds & site	1 / Site
Onsite Fuel & Oil Storage Tanks	Replenish equipment as needed	2 -4 / Site
Track Hoe w/grapple w/Operators	Build burn pit according to Ops Manual; Clean ash from pits & pile in designated areas; Supply debris to burn pit & grinder	2 - 4 / Site
Bulldozer &/or Rubber Tire Loader w/Operator	Stockpile material; Push debris with Trackhoe	2-4 / Site
Burner Technician / Mechanic	Initial burner set-up; Assist starting fires according to Ops Manual; Daily maintenance & care of burner & loader equipment	1 / Site when burning
1000-1200hp Tub or Horizontal Grinder	Grind vegetative debris	1 / Site when grinding
Grinder Operator	Fuel tub grinder & control grinder operation.	1 / Grinder

Debris Disposal

Final disposition of the products of debris reduction will be made in accordance with instructions of the County's staff and in keeping with all federal, state, and local laws.

Vegetative Debris

Based on the County's decision, all vegetative debris will be ground or burned. If ground, the reduced vegetative mulch will be hauled to a properly permitted final disposal site in accordance with all local, state, and federal regulations. If vegetative debris is burned, the ash will be hauled to a properly permitted final disposal site. In past disasters we have also recycled the clean ash as fertilizer on farm land. We will properly recycle mulch and ash to the greatest extent possible and within permitted regulations.

Construction and Demolition Debris

All C&D material shall be disposed of in facilities approved by the County in accordance with all federal, state and local laws.

Specialty Debris

CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including **abandoned vehicles and vessels, wet marine debris, white goods and electronic wastes, hazardous materials and waste, bio-hazardous wastes, dead animals, and hazardous trees and stumps**. As mentioned above, CrowderGulf works in conjunction with all federal, state and local regulatory agencies and strictly follows all regulatory guidance. If removal and disposal is beyond the area of our expertise, we will use Garner Environmental Services (www.garner-es.com), a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.

Debris Recycling Plan

Based on the debris management goals and objectives of Fort Bend County, CrowderGulf will implement debris recycling programs as marketing opportunities allow. When recycling is feasible, CrowderGulf will monitor procedures to ensure that the recycling contractors comply with local, tribal, state, and federal environmental regulations. Any reimbursement for recycled material will be credited or returned directly to the County.

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

Specifically, our plan involves the following:

1. Debris crews will be encouraged to cut tree trunks into eight foot or longer lengths for delivery to dump site. Quality logs will be separated and marketed to pulp mills, saw mills, and veneer mills. Timber in the log form is always marketable, and depending on quality can be transported to market even if the markets are relatively far away.
2. Stumps usually have large quantities of dirt attached, which contributes to the low quality of fuel chips. Stumps will be split and burned if burning is permitted. If burning is not permitted split stumps will be ground and resulting chips will be kept separate.
3. Limbs, twigs, short blocks, and inferior logs will be ground or burned. To reduce contamination of chips with dirt, care will be taken to use rubber-tire loaders with rakes and track hoes with grapples.
4. Every effort will be made to move chips to organic fuels users in a wide area. CrowderGulf will begin moving chips as soon as possible to prevent the buildup of massive chip piles that create a potential fire hazard in urban areas.
5. CrowderGulf has contacts with major paper mills, sugar mills, and other organic fuel users in the Southeast. Once CrowderGulf is awarded a contract, we will work to get tentative agreements with users who are in close proximity to the Client.
6. If local laws and regulations permit, CrowderGulf will secure land in a rural area(s) as close as possible to our chipping operations. Chips unfit for fuel or chips surplus will be piled on the property, mixed with ash from burning operations that has been tested and free of contaminants, and turned periodically to produce quality marketable compost suitable for landscaping use or applications to farm land.

After Hurricanes Isabel in 2003, and Ivan in 2004, CrowderGulf shipped clean vegetative chips to Italy to be used as bio-mass fuel. After Hurricanes Charley in 2004, and Irene in 2011, local power plants took chips for use as bio-mass fuel. In 2012, after Hurricane Isaac, Mississippi paper mills received all of our clean chips to use for bio-mass fuel.

- **C & D Debris** Concrete, asphalt, and masonry products can be crushed and used as base material for certain road construction products or as a trench backfill. Debris targeted for base materials will need to meet certain size specifications as determined by the end user. The County may choose to recycle these products themselves. As an example, after Hurricane Ike, Galveston County recycled the crushed concrete (from home slabs on Bolivar Peninsula) by using it for road reconstruction and for a new government building foundation.

Hurricanes and tornadoes can cause extensive damage to mobile homes, sun porches, and green houses. Most of the nonferrous and ferrous metal debris is suitable for recycling. Trailer frames, trailer parts, appliances, and other metal items will be properly separated, crushed, baled and recycled. Any proceeds will be credited to the County.

Site Closure and Restoration

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

All work, including site restoration and closeout will be concluded within 30 calendar days of notice from the County that the last load of debris has been delivered.

➤ Documentation and Reimbursement

CrowderGulf has been successful in the past in supporting our Clients with accurate and complete documentation records. This documentation is readily available the County, FEMA, FHWA, and any other agency that provides reimbursement. Superior record keeping using the best available technology from the beginning to the end of the project is critical.

Financial accountability is maintained throughout the process by using a system of checks and balances that are tied directly to the quantitative documentation originating in the field. Throughout the project, FEMA 325 requirements are followed and serve as the foundation of our documentation and accounting systems.

Documentation for Debris Hauling

In an effort to maximize accuracy of accounting, CrowderGulf utilizes the following system of project controls:

Phase 1 - Truck Certification

All debris hauling trucks are certified in accordance with FEMA 325 regulations. Part of the certification procedure includes truck safety checks. Any trucks not meeting the safety requirements will not be certified until infractions are remedied.

The image shows a 'Truck / Equipment Certification Form' from CrowderGulf. The form includes sections for 'Critical Certification Information' (Assigned Truck Number: 00100, Subcontractor, License Plate Number, Driver's Name, Insured By) and a 'Registration Checklist' with four items to be checked. Below these are fields for 'Truck/Trailer Type' (Self Loader) and a table for recording debris reduction data. The table has columns for 'Width', 'Height', 'Cubic Feet', 'Total CF', 'Green CF', and 'Reductions'. A blue sticker is placed over the bottom part of the form, containing handwritten text: 'TRUCK NO. 49993', 'CUBIC YARDS 30', and the CrowderGulf logo.

Documentation procedures include:

- Measuring the interior dimensions of all debris hauling truck beds to determine the measured cubic yard capacity
- Safety and insurance requirements check is part of the certification process
- The County's representative, CrowderGulf and the driver(s) will each retain a copy of the completed *Truck Certification Form*
- All equipment are affixed with placards displaying the owner's name, equipment number and certified capacity
- A Capacity Certification Log is maintained in the field as a quality control tool
- All tower inspectors are provided with a current Capacity Certification Log to enforce the integrity of the valid documentation against the truck placard

Phase 2 - Debris Load Ticket Completion

The term "load ticket" refers to the primary debris-tracking document that records the transport of debris from the original collection point to the DMS or final disposal site. By positioning the debris monitors at each point of the operations (collection, DMS, and/or final disposition), the eligible scope of work can be properly documented.

This process includes the following procedures:

- Completion of a multi-part *Debris Load Ticket* for each truckload of debris
- County representative(s) at the loading site(s) will inspect each loaded truck, legibly and accurately record the required information on the ticket and provide the debris hauler with a partially completed ticket
- County representative(s) at the temporary or final disposal site(s) inspection tower take the ticket from the driver and complete the disposal information
- County representative(s) retain the original completed ticket and a copy is provided to the driver and a CrowderGulf representative
- CrowderGulf representatives collect ticket copies and perform the first of many quality control checks
- CrowderGulf field office personnel process the tickets sending electronic copies to the Home Office for additional quality control checks, data entry and storage



Accurate completion of these two phases of quantitative and descriptive debris information is imperative for cost reimbursement and contractor invoicing. When electronic ticketing is used, the above procedures are slightly modified according to the firm acquired, while still maintaining the same quality of information and satisfying requirements.

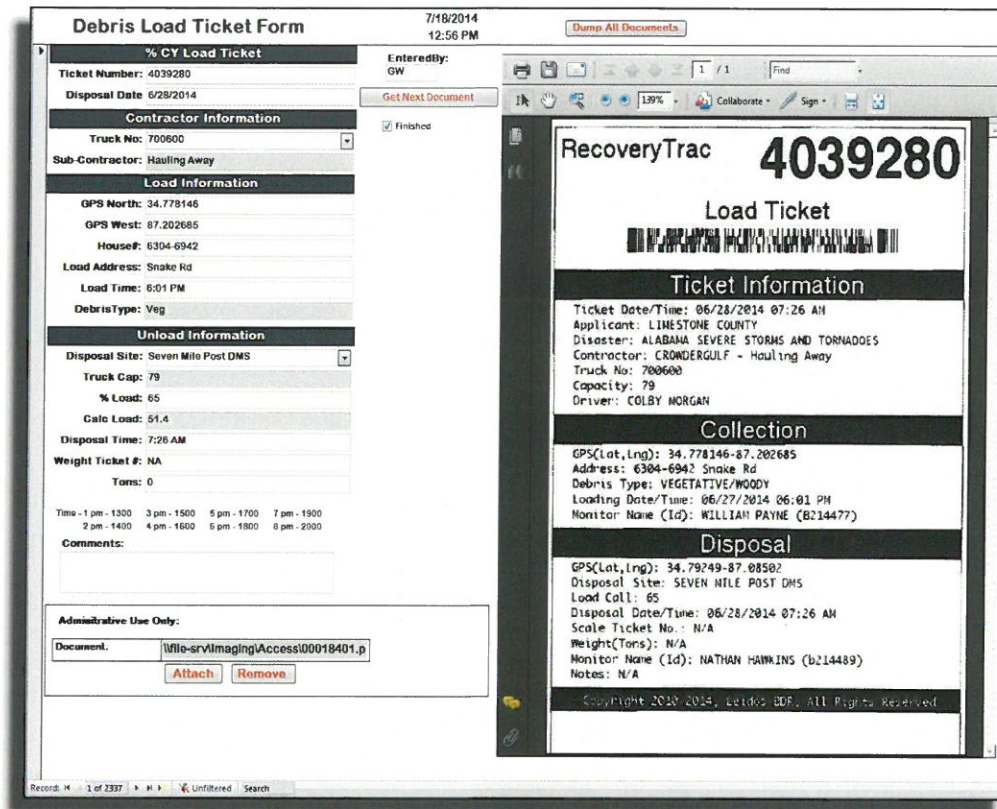
Documentation of Special Projects

There are usually several additional recovery projects besides ROW debris removal and disposal that are required in order to address geographically unique storm damage. Each project is preceded by a specific task order to serve as a formal request to proceed with the project. The Task Order outlines the parameters of the project and establishes the pay rates associated. Detailed documentation that meets FEMA 325 requirements will be kept for each project.

Data Management

CrowderGulf utilizes a comprehensive and seasoned data collection and storage process with all projects. Regardless of whether electronic (ADMS) or paper ticketing documentation is used by the County or their representative, CrowderGulf easily adapts data capturing procedures to accommodate all requirements. CrowderGulf's database is specifically designed to capture and track quantitative and descriptive debris data for the entire project while storing ticket images for reconciliation support and audit documentation support.

Here is an example of the CrowderGulf database and document capture capability:



Technology has made documentation, reconciling and invoicing a more efficient, transparent process that can help expedite FEMA reimbursement. This technology makes it easier and more simplistic to use for data entry personnel. A newly trained data entry person is capable of recording over 700 tickets per day in the database. Although tasks are simpler for data entry personnel, database development and technical support require capable, well-trained personnel with the commitment to ensure functionality and accurate information on a continuous basis. CrowderGulf has these qualified, committed personnel full-time throughout the year ready to provide documentation support even years after the project is complete.

Monitoring Companies and Electronic Ticketing

CrowderGulf has vast experience working with different monitoring companies and are familiar and compatible with their programs, processes and procedures. It is important to CrowderGulf be able to work together as a team.

Reports and Information

Reports display tracking of debris through work completed to aid and support ongoing project planning. CrowderGulf has the capability and know how to conform reports to the unique specifications of any project or even portions of a project. Reports can be developed quickly to capture specific County requested data. These reports serve as a valuable tool to everyone in decision making throughout the recovery process.

We can provide the County with the following daily and weekly reports (at a minimum):

- Total cubic yards hauled
- Total cubic yards of vegetative debris hauled
- Total cubic yards of C&D debris hauled
- Total cubic yards of Stump debris hauled
- Total leaners or hangers cut
- Total cubic yards of mulch debris hauled
- Total cubic yards hauled to each DMS
- Other customized reports as requested

Reports may be provided in Excel format, Word format or PDF format.

Reconciliation and Invoicing

An important aspect of the documentation process is the reconciling of all the truck certifications and load tickets prior to invoicing. CrowderGulf has earned a solid reputation with clients and monitoring companies by working closely with them to ensure that data reconciling is completed before invoicing. Using our database as it was designed has sped up the reconciliation process greatly. Whether reconciling with a monitoring company or with our clients direct, this database has all the information we need to expedite this process.

After reconciliation is complete, it is time for invoicing. All invoices are fully supported by load tickets and other required documentation. CrowderGulf is very flexible in generating invoices. Invoices can be provided in different ways such as a dollar amount limit per invoice, designated work period on an invoice (i.e. one week per invoice), or single task invoices. CrowderGulf strives to accommodate by adapting to preferred formats and preferences.

Having reconciled the data prior to invoicing makes the invoicing documents easier to read from FEMA's standpoint and speeds up the audit or reimbursement process. Schedules for invoicing are usually outlined in the contract. Many times, due to the severity of the disaster and the available resources by the County the payment schedule may be modified to allow more time to pay the invoices. CrowderGulf is able to accommodate these situations due to our strong financial stability.

➤ Documenting and Resolving Damages

We are well aware of the trauma and disruption to normal lifestyles that result from a natural disaster. Our personnel are thoroughly indoctrinated regarding our policy to always be caring, courteous, polite, and responsive to the needs of the citizens of the community. During the debris removal process there will always be some minor damage situations that occur regardless of the care taken during the work.

Citizens will be provided an avenue to report damages. One option will be a citizens' hot line. The County, the monitoring company, or CrowderGulf may provide the hot line. Regardless of the method chosen to provide the information, CrowderGulf is committed to resolving the damage complaint as quickly as possible to the satisfaction of the County and the citizens.

We will employ a Claims Resolution Person (CRP) to handle all property damages that may occur during the recovery process. If possible, a local resident with excellent communication and negotiating skills will be employed to fill this position. This person will be tasked with responding to and amicably resolving all incidents that may occur.

CROWDERGULF DEBRIS MANAGEMENT							FEMA-DR-4019	
Load and Haul Debris							Hurricane Irene 2011	
Daily Debris Removed Report								
Dare County, NC							REPT DATE: Sunday, April 29, 2012	
DEBRIS REMOVED ON: 9/6/2011								
Date	Ticket#	Debris Type	Delivered To	Truck #	Capacity	% Load	Load (CY)	
9/6/2011	B104108	C&D	Stumpy Point	033864	49.00	55	26.95	
9/6/2011	B104109	C&D	Stumpy Point	033864	49.00	60	29.40	
9/6/2011	B104274	Vegetative	Stumpy Point	033875	72.00	65	46.80	
9/6/2011	B104275	Vegetative	Stumpy Point	033876	59.00	65	38.35	
9/6/2011	B104276	Vegetative	Stumpy Point	033879	58.00	70	40.60	
9/6/2011	B104277	Vegetative	Stumpy Point	033880	49.00	70	34.30	
9/6/2011	B104278	C&D	Stumpy Point	033877	53.00	70	37.10	
9/6/2011	B104279	Vegetative	Stumpy Point	033878	49.00	70	34.30	
9/6/2011	B104280	Vegetative	Stumpy Point	033877	53.00	70	37.10	
9/6/2011	B104281	Vegetative	Stumpy Point	033878	49.00	70	34.30	
9/6/2011	B104282	Vegetative	Stumpy Point	033877	53.00	70	37.10	
9/6/2011	B104283	Vegetative	Stumpy Point	033879	49.00	70	34.30	
9/6/2011	B104284	Vegetative	Stumpy Point	033877	53.00	70	37.10	
9/6/2011	B104285	Vegetative	Stumpy Point	033878	49.00	70	34.30	
9/6/2011	B104286	C&D	Stumpy Point	033876	49.00	65	31.85	
9/6/2011	B104287	C&D	Stumpy Point	033877	53.00	55	29.15	
9/6/2011	B104625	C&D	Stumpy Point	033883	50.00	85	42.50	
9/6/2011	B104626	C&D	Stumpy Point	033884	49.00	85	41.65	
9/6/2011	B104627	C&D	Stumpy Point	033883	50.00	75	37.50	
9/6/2011	B104628	C&D	Stumpy Point	033884	49.00	80	39.20	
9/6/2011	B104629	C&D	Stumpy Point	033883	50.00	80	40.00	
9/6/2011	B104630	C&D	Stumpy Point	033884	49.00	80	39.20	
9/6/2011	B104631	Vegetative	Stumpy Point	033883	50.00	70	35.00	
9/6/2011	B104632	Vegetative	Stumpy Point	033884	49.00	65	31.85	
Dare County, NC							DailyCu Yds 889.90	
Loads in this Report: 24							Avg. Load Factor: 70.2	

“From this resident, we thank you and all of your crews for keeping the recovery from being another disaster, as often happens. It has been a pleasure having your team in our backyards.”

Citizen, High Island, TX

As soon as CrowderGulf's CRP receives a damage report, the following procedures will be implemented:

- Within 48 hours of a written report by the Project Manager, homeowner will be contacted by the CRP to inspect the damage
- CRP will inspect damage and discuss resolution options with the homeowner
- A resolution agreement will be determined between the homeowner and our CRP
- The CRP will document all contacts with the homeowner and the resolution decision reached (see form below)
- Property will be repaired or damages will be paid, depending on reasonable method homeowner chooses
- CRP will conduct a follow-up visit to ensure that the homeowner is satisfied with the resolution
- The CRP will have the homeowner sign a damage claim release that indicates that the problem has been successfully resolved and no further action will be taken or required
- CRP will provide regular updates on status of all damage claims and resolutions to CrowderGulf's Project Manager and Documentation Manager
- All damage claims documentation is kept on file for a minimum five to seven years. Documentation is available to the County at any time.
- CrowderGulf maintains a database with information and documentation for each claim, including pictures and releases.

CrowderGulf Damage Report Form
Damage Claim * Investigation * Receipt & Release

Damage Claim Reporting Information

Claim Date	Claim Time	Name of Claimant
Claimant Contact Info		
Main () - () - ()	Cell () - () - ()	Work () - () - ()
Property Address		Owner's Home(s) if different from Claimant
Claimer Contact Info		
Main () - () - ()	Cell () - () - ()	Work () - () - ()
Approx. Date and Time Damage Occurred		Description of Damage

Investigation

CG Rep Investigating	Date:
Findings	
Actions Taken (Please every date of communication and actions taken)	

Investigation & Resolution Checklist

- Phone Call to Owner
- Photo Document Damage Site
- ID Load Ticket(s) for property
- ID Sub Responsible
- Notify Sub Responsible
- Execute repairs
- Release Signed

Use back of this form to record additional information

Receipt & Release

FOR AND IN CONSIDERATION of the payment to me in the amount of _____ (\$ _____) DOLLARS, the receipt of which is hereby acknowledged, for work performed by CrowderGulf Joint Venture, I, _____ being of lawful age, do hereby release, acquit, and forever discharge CrowderGulf Joint Venture, Gulf Equipment Corp., and _____ from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, and any other losses of any kind or in any way growing out of, any and all known and unknown personal injuries and property damages resulting from the removal of debris, to and damage to one aluminum umbrella, from my property that occurred on or around (date) _____ 20____.

FURTHERMORE, in consideration of the aforementioned payment, I, _____ hereby agree to protect, defend, indemnify, hold harmless the released party, as described above, and from any and all claims or actions that have been asserted or may be asserted, arising out of the aforementioned damage to my property, including the damage to one aluminum umbrella.

FURTHERMORE, I, _____ acknowledge that I have not incurred any personal injury as a result of the removal of debris one aluminum umbrella, from my property on or around (date) _____ 20____, and, therefore, forever discharge CrowderGulf Joint Venture, Gulf Equipment Corp., and _____ from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, and any other losses of nature, or in any way growing out of the aforementioned incident.

I, _____ further state that I have carefully read the foregoing Receipt and Release, understand the contents thereof, and sign own free act.

THIS EXECUTED this _____ day of _____, 20____ at _____.

Homeowner _____ Witness _____
 CrowderGulf Representative _____ Witness _____

Damage Claim Form used in field.

CrowderGulf Damage Form

Claim Reporting Information:

Claim Date: _____ Claim Time: _____ Claimant's Full Name: _____

Claimant's Contact Information:

Main Phone Number: _____ Cell: _____ Work: _____ Other (email): _____ Best time to call Claimant: _____

Property Owner's Contact Information:

(If Different from Claimant)
 Owner Name: _____
 Main Phone Number: _____ Cell: _____ Work: _____ Other (email): _____ Best time to call Owner: _____

Property Information - Claim:

Property No: _____ Property Street: _____
 Property City: _____ Property State: _____ Property Zip: _____ Date: _____ Time: _____
 Approximate Date and Time Damage Occurred: _____

Description of Damage and/or Incident: _____
 Driveway Broken near the road.

CG Investigating Information:

CG Rep Investigating: _____ Date CG Rep Takes Case: _____ Findings: _____
 Actions Taken: _____
 Receipt Release Signed: Pictures: _____

Screen capture of Damage Claim Form in database.

Documentation Maintenance

CrowderGulf maintains all documentation for a period of at least 5-7 years, depending on the requirements. All tickets and truck certifications, task orders, and any other pertinent documentation are kept in both hard copy and electronic format. Having all documents in an organized electronic file allows for easy access if and when FEMA audits the work.

FEMA Requirements and Assistance in the Reimbursement Process

Over the past four decades, CrowderGulf has seen extensive changes in FEMA required documentation. CrowderGulf works closely with all regulatory agencies to assure minimum issues in our disaster management efforts. Over the past 20 years, 98% of CrowderGulf's work has been with Municipalities that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. As a result of our success in documenting all aspects of the debris management process to support reimbursements, CrowderGulf has established itself as one of the most respected debris contractors in the United States.

"I would like to Thank you all, Ashley and her staff, for all of your help in providing information and documentation needed to close out our 2004/2005 Hurricanes with FEMA. It is comforting to know that we can rely on your company to provide accurate information 4 to 5 years after the fact."

*Jesse Wright, Village Supervisor
Village of Wellington, FL*

As an example of our competence, in June, 2010, a CrowderGulf Client requested assistance with a FEMA audit for work completed in 2005, after Hurricanes Katrina and Wilma. Consequently, one of our senior managers spent four weeks working onsite with the Client, as well as 1,000 plus hours of work time on the project researching and preparing documentation requests for FEMA. All of our time and assistance was provided to the Client at no cost. This is how every client is treated. CrowderGulf is committed to 'going to the mat' with them to make sure that our documentation is complete, accurate and provided in whatever format FEMA requests.

CrowderGulf's former FEMA Directors, Emergency Managers and FEMA trained Debris Specialists are available to assist in complying with FEMA guidelines and completing all documentation required by FEMA, FHWA or the Office of Inspector General. **Our Staff is well versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327).**

CrowderGulf will share its knowledge and experience concerning reimbursement matters. The goal is to obtain maximum reimbursement by utilizing extremely accurate record keeping and exacting quality control measures.

Specifically, CrowderGulf will assist the County with the following:

- Developing Project Worksheets
- Estimating debris volumes for initial damage assessment
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process
- Reviewing all records to assure that they meet federal and state reimbursement guidelines
- Providing various levels of training for County employees
- Documenting all facets of work to support the claim process

Reimbursement

CrowderGulf is committed to completing any emergency management and recovery project for the County in the minimum amount of time and at the best price possible. We work in full regulatory compliance with all agencies involved in disaster recovery including but not limited to:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- Texas Department of Environmental Protection (TXDEP)
- United States Coast Guard (USCG)
- United States Corps of Engineers (USACE)
- Texas Department of Environment and Natural Resources (TXDNR)
- Texas Department of Transportation (TXDOT)

ESSENTIAL SUPPORT FUNCTIONS

➤ Readiness Support and Training

CrowderGulf's long and successful history of disaster response and recovery success is, in a large part, a result of continuous Readiness Planning and Training. The Company is dedicated to a year-round cycle of preparation, practice, review and analysis to refine our procedures and processes. We strive for continuous improvement with the goal of exceeding expectations where it matters, in project execution.

Joint training and pre-planning with the County will be an important part of Readiness Planning. Additionally, a sound and properly executed debris management plan may better position the County for Public Assistance grants reimbursement should a Federal Disaster be declared.

On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions. In addition, our Debris Reduction specialists will be available to review and advise on potential Debris Management Sites. Preparedness training will be tailored to the County's needs and requests.

Usually, training will consist of all or some of the following topics:

- General Understanding of Disaster Declaration Process
- Understand the Importance of Thorough Documentation in all Processes
- Contract Scope of Work and Scope Of Work Timeframe
- FEMA Debris Removal Eligibility & FEMA Required Documentation
- Responsibilities of the County & the contractor for debris management
- Pre-event actions
- Management team roles & responsibilities
- Initial response & recovery operations
- Debris removal & monitoring functions
- Truck certification process
- Documentation
- Close out & reimbursement

“The Town has been fortunate not to have had to activate CrowderGulf for a major debris event. However, CrowderGulf has been very responsive and helpful in assisting the planning and training efforts of Town staff. As a result, the Town is confident that the CrowderGulf will provide appropriate response and recovery resources to help restore the community from the effects of a major disaster.”

*Jennifer Lyle, P.E., Assistant
Town Engineer
Hilton Head Island, SC*

Training and pre-planning sessions are designed by the needs of each individual Client. For example, if our Client is preparing their own session and would like CrowderGulf to prepare material for discussion for a particular time slot, material such as handouts and PowerPoint presentations are created to present to the attendees based on the discussion topic provided by the Client. This type of involvement is usually requested by Clients who have knowledgeable staff who are experienced in the debris removal process and only need a quick overview of a particular topic.

CrowderGulf also provides a more in depth session for the Clients who need training and plan development specific to their geographical location. CrowderGulf is experienced in assessing the needs of each Client and providing the knowledge and training needed for a successful event. In these situations, CrowderGulf provides in depth training and plan development through PowerPoint presentations, handouts and table top exercises. During the in depth training and planning sessions, CrowderGulf can offer assistance in helping the decision makers make informed decisions regarding such things as DMS needs and locations, City disaster debris team members and their roles, whether it is in the best interest of the Client to acquire a monitoring firm, and identifying any other concerns that may not have been previously identified.

➤ Subcontracting

See the next section for the CrowderGulf Subcontracting Plan and Subcontracting Procedures.

➤ Quality Control

The purpose of a quality control plan is to provide guidance and consistent attention to workplace policies and procedures in order to facilitate efficient, effective and safe debris removal and reduction.

“Clean As You Go”

This concept is the centerpiece of our Quality Control Plan. “**Clean As You Go**” is a simple concept that is defined as doing the best job possible the first time so as to reduce the necessity for redoing any work. This policy does not preclude contracted multiple passes. It simply implies that **all** the debris will be removed on every pass, regardless of the number of passes required by the County. This philosophy is especially important for debris work during emergencies or major disasters where restoration of critical public functions is the highest priority.



CrowderGulf was the debris contractor that first coined the term “**CLEAN AS YOU GO**”, over 14 years ago. Recently, the term has been used by other contractors and by municipalities in their RFPs. All CrowderGulf employees, subcontractors and consultants are expected to abide by this policy.

Inspections

To assure the quality and timeliness of work, CrowderGulf will use a hierarchy of assigned inspection responsibilities based on the nationally recognized Incident Command System (ICS). This arrangement limits the respective spans of control to appropriate levels and has proven to facilitate optimum performance.

Security

CrowderGulf will restrict general access to its DMS operations to essential company and County personnel for both security and safety. Managers and supervisors will be granted access to a site(s) based upon their duties, responsibilities and spans of control. Operating personnel will be granted access to sites relevant to their respective tasks.

Maintenance

CrowderGulf follows manufacturer’s maintenance recommendations on all of its equipment. CrowderGulf systematically performs “routine maintenance” appropriate to each item of equipment. This maintenance is reported on an equipment log that is retained for the life or ownership of the equipment. CrowderGulf’s maintenance system uses its employee or contracted full-time mechanics and/or oilers for daily and routine maintenance. Heavy maintenance and/or major repairs of company-owned equipment are performed by heavy equipment maintenance firms under contract with CrowderGulf.

Knowledge and Training

CrowderGulf’s Quality Control Manager will conduct briefings and de-briefings no less than once a day for the team managers and weekly for supervisors. Organizational and functional relationships will be thoroughly reviewed with supervisory personnel on an on-going basis. CrowderGulf employs debris-experienced equipment operators, foreman, supervisors, and subcontractors. In accordance with these established practices, CrowderGulf supervisors will evaluate the knowledge and debris experience of each operator and subordinate employees, regarding the specifics of his or her assigned tasks, to determine if the employee requires additional training.

➤ Health and Safety

CrowderGulf's Philosophy of Safety

All company operations are managed with an aggressive and proactive commitment to the safety and well being of employees, subcontractors and the public at large. We believe that this commitment to safety must go hand-in-hand with our commitment to quality production and cost efficiency. The company believes that ALL injuries and accidents are preventable through the establishment of and compliance with safe work procedures. Therefore, the prevention of bodily injury and the safeguarding of health are the first considerations in all workplace actions and are the responsibility of every employee and subcontractor at all levels.

This philosophy is reinforced and fulfilled as defined below:

- The CrowderGulf Safety Plan for the County shall be in place at all times to provide mandated directives, required actions, procedures and guidance for all levels of employees from initial response to final closure. The Safety Plan is intended to ensure that all employees work safely and remain safe.
- At all times, CrowderGulf will comply with appropriate safety/security laws and regulations such as those established by:
 - The Occupational Safety and Health Act (OSHA),
 - The EPA (Environmental Protection Agency),
 - The DOT (Department of Transportation),
 - All other applicable federal, state, and local safety and health regulations, and
 - Any additional safety standards required by the County

Corporate Commitment to Safety

CrowderGulf is committed to providing an accident free experience for our employees, subcontractors, visitors to our work sites and to the public we encounter during the execution of our projects. Our leadership team is firmly committed to the belief that "All Accidents Are Preventable". To emphasize our commitment to achieving an accident free experience in every CrowderGulf project, the company's senior executive, Mr. John Ramsay, serves as the senior Safety Official. Mr. Ramsay's personal attention to CrowderGulf's safety, health and accident prevention performance establishes an absolute standard of top priority for all personnel throughout the organization.

Many companies have written safety plans for individual safety topics, but few have a comprehensive plan designed to drive all company operations. CrowderGulf's corporate commitment to safety starts with its written Health and Safety Plan and inculcates all facets of company planning and operations. Our complete 368 page CrowderGulf Health and Safety Plan is available upon request.

CrowderGulf's On-Site Safety Plan

The Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) for the County shall include the following commitments:

- Maintaining a safety and health program that meets the requirements of OSHA and all applicable laws.
- Equipping employees and subcontractors with the required safety equipment, hard hats, clothing, and other safety materials necessary to perform specific work tasks.
- Preparing an Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) to inventory and address specific work hazards.
- Providing employees and subcontractors with continuing safety and health training necessary to enable that they perform their work in a safe manner.
- Assuring that at no time, while on duty, may employees or subcontractors be under the influence of alcohol, narcotics, intoxicants or mind-altering substances. Violations of this policy may result in immediate dismissal.
- Assuring that employees and subcontractors be required to immediately report all accidents, injuries, and "near misses" to their supervisor.
- Conducting safety meetings to review past activities, plan for new or changed operations, review hazard analyses and establish safe working procedures.

- Communication of Health, Safety, Security and Environment (HSSE) standards will take place in orientation trainings, safety meetings specific to individual situations, daily tool box meetings, memo's and other ways CrowderGulf deems as appropriate.
- Assuring that all associates, regardless of position know that they have the right to "Stop the Job" in the event a HSSE deficiency.
- Conducting Job Hazard Analyses (JHA) to define the activities being performed, the sequences of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level.

A list of local Hospitals, Police Stations, and Fire/Emergency Response Stations will be provided as part of the Safety Plan after project activation.

SAFETY WILL BE THE PARAMOUNT CONCERN AT ALL TIMES

➤ **Environmental Sensitivity**

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

Regulatory Permits and Compliance

CrowderGulf will ensure all applicable permits are obtained before work is started, including but not limited to the following:

- Air Quality
- Forestry
- Storm Water
- Reclamation of Surface Mining Sites
- Ground and Surface Water
- Local Health Department Permits

We work in full regulatory compliance with all agencies involved in disaster recovery including, but not limited to:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- United States Coast Guard (USCG)
- United States Army Corps of Engineers (USACE)
- Texas Commission of Environmental Quality (TCEQ)
- Texas Health and Human Services Commission (HHSC)
- Texas Department of Transportation (TxDOT)



Environmental and Historic Considerations

State and local regulations, laws, and ordinances will be addressed and followed for all environmental and historic preservation issues. The following list provides a brief review of the primary Federal laws which must be considered during debris management practices.

- National Environmental Policy Act
- Clean Water Act
- Clean Air Act
- Coastal Barrier Resources Act
- Resource Conservation and Recovery Act
- Endangered Species Act
- Coastal Zone Management Act
- Fish and Wildlife Coordination Act
- Wild and Scenic Rivers Act
- Executive Orders
- National Historic Preservation Act



Specific Environmental Concerns

• Spills or Leaks

Should a spill or leak occur during performance of this contract, CrowderGulf will report the spill or leak to the County. CrowderGulf shall be responsible for cleaning up all spills in compliance with federal, state, and local laws and regulations and at no cost to the County or other government entities.

• Asbestos Containing Materials

CrowderGulf is experienced and capable of managing the removal of asbestos containing material. If asbestos is encountered during a recovery effort for the County, CrowderGulf will utilize its resources to ensure all asbestos related activities are in accordance with Environmental Protection Agency (EPA) requirements, specifically the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61, Subpart M.

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

➤ Public Relations

After a disaster, residents want answers regarding recovery operations. CrowderGulf will work closely with the County to ensure that the residents are given accurate and timely information for their use and own individual planning purposes.

Developing a Public Information Campaign

Experienced CrowderGulf personnel will be available to assist the County in development of a public information campaign. The information could include the parameters, rules, and guidelines of debris operations so residents can begin their personal recovery activities. The language used will be simple and easy for all residents to understand. Materials and information may be distributed in more than one language for it to be understood by non-English-speaking populations and neighborhoods.



Distribution Strategy

The following are suggested vehicles for distributing the information:

- **Media** – Local television, radio, newspapers, or community newsletters
- **Internet Site** – Fort Bend County website
- **Public Forums** – Interactive meetings at town hall or shopping area kiosks
- **Direct Mail Products** – Door hangers, direct mail, fact sheets, flyers within billings, and billboards

Updates and Redistribution

The public information strategy will be able to address changes and revisions as debris removal operations progress. During the early stages of the operations, distribution may rely on the immediate transmission of the information through radio and television, to update the general public regarding the debris removal operations. Once operations become more routine and predictable, the information can be distributed through the print media, such as newspapers, mailings, and flyers.

Debris Information Center

CrowderGulf can assist the County in establishing a temporary debris information center to address concerns and complaints, and answer questions that are not included in the public information campaign at-large. The debris information center may also be utilized to report fraud.

Regardless of the venue, it will be important to address the residents' concerns, complaints, and questions in a timely and efficient manner. Feedback from the information center will give the Management Team an indication of how effective and efficient the operations are progressing. The County and the On-Site Management Team may use this information to adjust operations appropriately.

“I would like to take this opportunity to thank you and your crews for the industrious work performed for our City as a result of Hurricane Ike. Your crews should be commended for accomplishing such a monumental task in a short period of time.”

Toni Randall, Mayor League City, TX

➤ **Maximizing Reimbursements under the Sandy Recovery Improvement Act (SRIA)**

Maximizing Reimbursements under the Sandy Recovery Improvement Act (SRIA) Program

FEMA's new SRIA program is intended to increase the effectiveness of debris removal by providing incentives to subgrantees who choose to take advantage of the program. CrowderGulf's staff includes previous FEMA Regional Directors and debris specialists that are experienced in assisting clients in taking advantage of the alternate procedures in the Pilot program in order to expedite debris removal and receive additional reimbursement. CrowderGulf can assist our clients in the following way:

Accelerated Debris Removal - Increased Federal Cost Share (Sliding Scale)

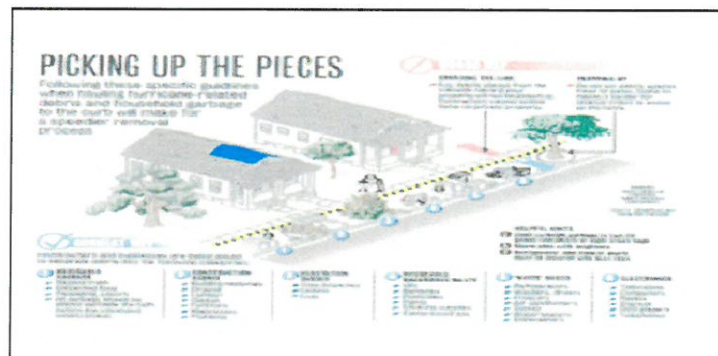
The Pilot program authorizes an increased federal cost share for the collection, hauling, processing, and disposal of debris when subgrantees perform removal operations within a specified time frame

Alternative Procedure Federal Cost Share	
Debris Removal Work (Days from Start of Incident Period)	Federal Cost Share
0-30	85%
31-90	80%
91-180	75%
Federal dollars will NOT be provided for debris removal after 180 days (unless an extension is granted by FEMA)	

➤ **CrowderGulf is prepared to work with our clients to expedite debris removal by:**

- **Assisting with debris segregation information for dissemination to the public.**

Providing segregation information to citizens helps to educate them on the proper way to separate and place debris at curbside. Proper segregation will speed removal and help prevent incidents involving downed power lines, hydrant and mailbox destruction.



- **Provide public notifications and schedules for debris removal.**
Alerting citizens of removal schedules provides them planning information they need for placement of debris at curbside as well as motivates them to bring debris to curbside for prompt removal.
- **Adding additional crews and equipment**
CrowderGulf will work with clients to establish removal priorities and develop an accelerated debris removal schedule. This collaboration allows CrowderGulf to meet the removal expectations of the client and aids in establishing clear objectives while providing a safe working environment for workers and the traveling public.

Recycling

Subgrantees/municipalities may retain revenues received through recycling eligible disaster debris. The subgrantee shall provide the grantee/state written notification of the revenue received as part of its final accounting of actual costs. The accounting shall include the following:

- Completion date of debris removal
- description of the quantity and types of debris recycled
- cost for processing debris for recycling

The grantee will forward this information to FEMA in the accounting of the final project costs. Costs for managing, processing and additional sorting as part of the debris recycling for this program cannot be claimed. The revenue from the debris recycling can only be used for the approved project purposes as outlined in *FEMA Public Assistance Alternative Procedures Pilot Program Guide for Debris Removal (version 2) dated June 27, 2014*.

➤ **CrowderGulf is prepared to work with our clients to expedite debris removal by:**

- CrowderGulf's President, John Ramsay utilizes his degrees in Agriculture and his many years of experience in agronomy, tree farming and debris management to assist our clients in identifying recycle opportunities, providing consumers for recyclibles and developing innovative solutions to recycling challenges. In addition, our Company has developed a debris specific accounting sytem to track individual and specialized project costs thereby providing reliable documentation to our clients for reimbursement. Upon contract award, our team will work with the County to establish recycling goals and objectives.

Examples of Innovative recycling practices performed by CrowderGulf in past disaster events:

- During Hurricane Isabel, when damaged areas were saturated with residual woodchips, CrowderGulf found consumers overseas as part of the Kyoto International Treaty, that paid for the chips. These chips were used in place of coal for electricity generation. The chips were loaded on barges and shipped overseas to Turkey and Italy.
- For another Client, CrowderGulf found farmers that would take the residual (tested and approved) ash for use in their planting fields. The concentration of phosperous in pot ash and the nuterients found within, were of greater benefit and more economical to area farmers than the high cost of fertilizer for their crops. By donating the ash to the area farmers, it reduced the need for final disposal / tipping fees and provided a needed benefit to area farmers which saw a better return on their crops for several years.
- During Hurricane Ivan, CrowderGulf transported downed trees to saw mills transforming them into lumber for re-sale. Much of the lumber was re-introduced into the community for re-building following the devistating Category 3 hurricane.
- After Hurricane Ike, Galveston County recycled the crushed concrete (from home slabs on Bolivar Peninsula) by using it for road reconstruction and for a new government building foundation.

Straight Time and Force Account Labor:

When a subgrantee has elected to participate in the Straight-Time Force Account Labor Procedure to perform all or part of the debris removal operations, FEMA will reimburse the the base wages with associated fringe benefits as well as any overtime labor costs and the hiring of additional staff.

- **CrowderGulf is prepared to work with our clients to expedite debris removal by:**
 - CrowderGulf will work directly with our clients to augment our client's staff, segregate or zone areas in which we provide debris removal in designated zones while our client uses force account labor to remove debris in other areas or zones. This partnership can expedite debris removal and allow for client crews to remain active and working when normal work could be delayed or non-existent due to disaster conditions. **CrowderGulf has always maintained that our relationships with our clients are invaluable. No job is too small and we have never failed to fulfill any contractual obligations.**

Debris Management Plan Procedure:

If a subgrantee has a FEMA - accepted Debris Management Plan (Plan) and one (1) or more pre-qualified debris removal contractors by the start date of a declared incident, the subgrantee may elect to receive the one-time two percent federal cost share increase incentive. This program is limited to the first 90 days of debris removal, beginning the first day of the incident period.

- **CrowderGulf is prepared to work with our clients to expedite debris removal by:**
 - CrowderGulf is intimately familiar with the FEMA Debris Management Plan guidelines. We will gladly work with our clients to collaborate on the development of their plan and provide assistance in review and updates each year.

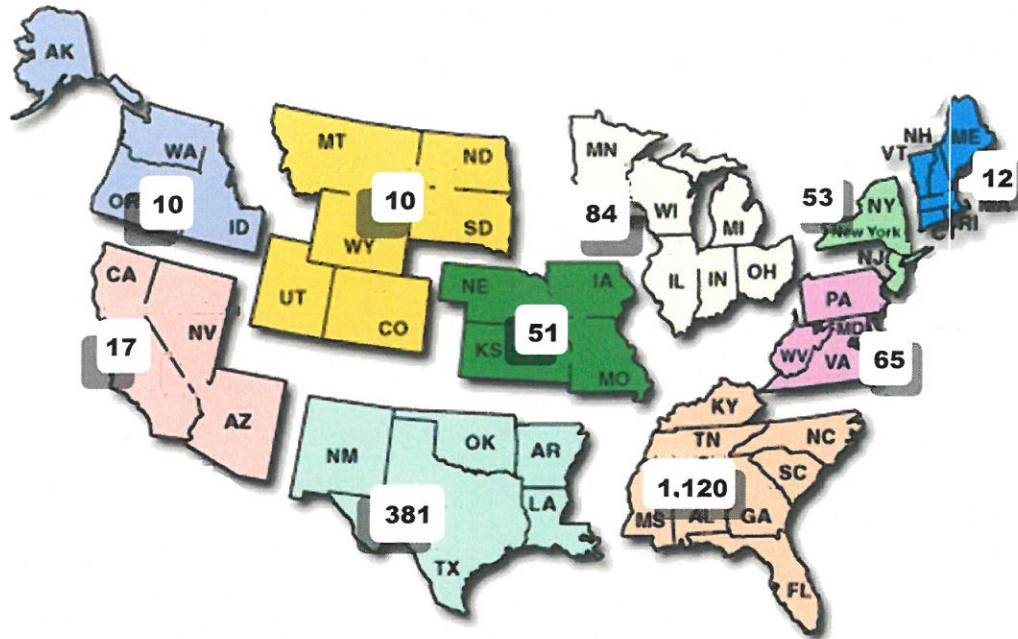
D. Subcontracting Plan

1. Subcontracting Policies and Procedures

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

In addition, we maintain a national subcontractor **database of over 1,800 pre-qualified subcontractors**, which allows us to identify companies by size, equipment and geographical location. Prospective subcontractors may visit our website, www.crowdergulf.com, to register or may fax information to the Disaster Assistance Office for review. Due to CrowderGulf's reputation of always treating our subcontractors fairly and paying them on a weekly basis, we have a surplus of subcontractors throughout the nation ready to work at a moment's notice.

The graphic below gives a breakdown of the number and general region that we have registered subcontractors. The number changes periodically as new subcontractors register on our website. For several reasons this number grows after a major disaster.



Subcontracting Policy

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

1. Read and formally acknowledge by signature the CrowderGulf Contract for subcontractors and Safety Manual as provided by CrowderGulf.
2. Provide satisfactory evidence of bonding and licensing that complies with contract and jurisdictional requirements.
3. Provide assurances that no current owner, principal or officer of the firm is or has ever been debarred by the state and/or federal government.
4. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
5. Give all notices and fully comply with all local, state and federal laws – including, but not limited to, social security, workers compensation and unemployment insurance, DOT, etc.
6. Begin work to be performed within two full workdays after a subcontractor is notified of a subcontract award, unless otherwise stipulated in the subcontract arrangements. The subcontractor will pay for all materials, equipment and labor used in the performance of the subcontract(s).
7. In the event a subcontractor makes an untimely start, or is unable to supply sufficient skilled workmen, equipment or materials to satisfy the subcontract arrangements, CrowderGulf may terminate the employment/contract of the subcontractor for cause.
8. Take all reasonable safety precautions with respect to contracted work, complying with all safety, workplace standards and environmental measures as directed by CrowderGulf.
9. Furnish periodic progress reports on the work as directed by CrowderGulf, plus use the debris reporting system selected by CrowderGulf.
10. To provide CrowderGulf with progress payment billings (as agreed in the respective subcontracts).
11. Final payments to subcontractor(s) may be deferred pending receipt of contractual or statutory lien waivers, releases, closeout documents or other encumbrances.
12. Other stipulations may apply as may be required by unique local conditions.

Subcontracting Practices

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

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

Understanding Requirements & Notifications

CrowderGulf takes several steps during the proposal preparation process to ensure local subcontractor participation as well as M/WBE utilization policies are met. Understanding exactly what the Client is requesting during this initial proposal phase is key to implementation upon activation. In order to clearly define the expectations required we take several preliminary steps. The first step is to review M/WBE policies and procedures to determine specific goals set by the Client. Our second step is to determine utilization breakdowns required. Lastly, we identify all required certifications and/or M/WBE directories to be used for soliciting M/WBE firms and any further breakdowns of percentage goals. Once these steps are completed and we have a clear understanding of all requirements we continue with the following process:

Steps in the Process:

1. Before any subcontractors are solicited, CrowderGulf compiles a list of local subcontractors from our Database of pre-qualified subs. These companies have either worked for CrowderGulf and are in good standing, have registered with us through our website, www.crowdergulf.com, or have been previously solicited by CrowderGulf. All subcontractors must meet the following requirements to be considered for prequalification:
 - a. Verification through one or more of the following websites:
 - **The System for Award Management (SAM) is a Federal Government owned and operated free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. SAM is used to review all subcontractors' debarred status prior to approval as a prequalified subcontractor (<https://www.sam.gov/>)**
 - **SBA HUBZone Search-confirmation, (http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm)**
 - **Dun and Bradstreet, (<https://sso.dnbi.com>)**
 - b. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
 - c. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.

2. If specific directories are to be used, CrowderGulf will check the Client website for directory access or contact the M/WBE Office for a list of potential M/WBE firms to be utilized then compare this list to our current list of local prequalified subcontractors to find possible matches.
3. Contact is then made with M/WBE firms that offer services similar to our scope of work. Initial contact is made by phone then followed up by fax and/or email, confirming the phone conversation.
4. Emailed and/or faxed correspondence provides MBE firms with specific details regarding the request, i.e., scope of work directly from the RFP documents, registration and requirements information, and specific deadlines for submittal of these documents to the CrowderGulf M/WBE Subcontracts Manager.
5. Should letters of intent from interested firms and further proof of M/WBE certifications be required by the Client, CrowderGulf will compile the received documentation and review for completeness.
6. Only those firms that have met set deadlines and returned all requested documentations will be considered for inclusion in final proposal to the Client as a responsive M/WBE Firm.
7. All contacted firms are listed in proposal and delegated either responsive or non-responsive and the reason for this status.
8. Should the appropriations assigned to the responsive M/WBE firms not meet the Client's percentage goal, firm percentages will be adjusted and executed by both parties upon mutual agreement.
9. Once the RFP evaluation process is complete and award notices are received, these M/WBE firms are notified of results and any additional documentation is requested to keep in the Client's file.
10. Current CrowderGulf client folders are updated yearly with current local pre-qualified subcontractors as well as M/WBE firm confirmations.
11. Upon Client activation, if any of the proposed local M/WBE firms are no longer able to fulfill assigned goals, CrowderGulf will identify other certified M/WBE firms to replace inactive M/WBE firms to maintain our proposed percentage goals. CrowderGulf will provide a detailed explanation as well as further commitments from other M/WBE certified subcontractors to perform scope of work in lieu of previously committed Subcontractors.

Reporting

With the nature of "Stand-By" event contracts being on an "as needed" basis, utilization/activation of the identified M/WBE firms will be based on CrowderGulf's activation by Client. Should the Client have yearly or quarterly reports to be submitted, CrowderGulf will file the needed reports upon request.

Good Faith Effort

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

M/SBE Subcontractors

See enclosed a partial list of qualified M/SBE Subcontractors. A current qualified subcontractor list will be provided to the County for pre-approval prior to an event.



2. Subcontractor List and Involvement

In the past, CrowderGulf has mobilized over **200** subcontractors with as many as **2,800** people, **1,600** trucks, and **600** pieces of loading equipment. To assure the same quality control and efficient operations for the County, CrowderGulf only utilizes its staff and direct employees for management roles. CrowderGulf is fully prepared to marshal as many Field Project Managers and Debris Supervisors as needed to meet the County's debris management requirements. Project Managers and Field Supervisors will have the direct responsibility to ensure all workers have received the proper safety training and education on Federal Rules and Regulations as they pertain to debris removal operations.

While CrowderGulf can self perform a large amount of work, depending on the size and severity of a disaster, most often Subcontractors are required. The following list includes Texas contractors who have either work for CrowderGulf on past disaster projects or who have been pre-qualified in our Subcontractor Database.

CrowderGulf always strives to self-perform a minimum of 30% of the project needs. The remaining amount will be Subcontracted to numerous companies pending approval by the County. Of those Subcontractors, CrowderGulf strives to include **50% local and or minority Subcontractors.**

Subcontractor	County	Small Business	Woman Owned Business	Disabled Veteran Owned Business	Hub Business	Small Disadvantaged Business	Hispanic American Business	Push Crew	Dump Trucks	Pickup With Dump Trailer	Knuckleboom	Wheel Loaders	Hydraulic Excavators	Water Truck	Air Curtain Burner	Dozers	Tub Grinders	Self Loaders	Skid Steers	Barge	Work Boats	Vacuum Truck	
Warr Construction, Inc.	Fort Bend	X							3			1	3		2	5							
CNY Trucking	Fort Bend	X							4			2											
Gamer Paving & Construction	Brazoria	X						X	1			1	1						1				
Vernor Material & Equipment	Brazoria	X						X	30			2	5						4				
Exceptional Tractor Works LLC	Brazoria							X	2	2			2		2	2	1						
Brazos Sand Supply Company	Brazoria	X										3	2			1							
AD Construction & Development	Harris	X							40										0				
AG Excavation Construction, LLC	Harris	X							2				1						12				
Andrade's Cleanup, Inc.	Harris		X						20			10	2						4				
Apache Waste	Harris	X							9			3											
Earthworx	Harris	X							32			23	14			10							
Pecos Environmental Services	Harris	X																	25				6
Jason Logan Inc.	Harris	X							1														
JM Construction Clean Up	Harris								175														

E. Key Personnel

All CrowderGulf officers, managers and supervisors, have been involved in previous successful disaster related debris operations and have been trained in quality control, safety, ethics and drug policies of CrowderGulf. Should we need their services we have additional management resources that include retired and semi-retired construction, City, County, FEMA, and Power Company professionals, who are experienced in managing and inspecting disaster related work. We also have a standby agreement in place with various engineering companies to provide personnel for engineering services, if needed.

1. Fort Bend Management Team Members

The names and biographical information of CrowderGulf's professional staff that could be assigned to the County's Management Team are provided below. Each individual is highly seasoned in emergency debris management.

- **John Ramsay – Chief Executive Officer & President**

Mr. Ramsay is a graduate of Auburn University with a degree in Agriculture and has over 45 years of experience in storm debris removal and reduction operations and management. Working all disaster work since Hurricane Camille, in 1969, Mr. Ramsay is one of the foremost experts in all phases of a debris operation, including removal, reduction, recycling and disposal. As one of the owners and the founder of CrowderGulf, he takes a personal interest in each of the municipalities we have served over the years.

In non emergencies, Mr. Ramsay is a well respected member of the timber industry. His experience in agriculture, farming, and silviculture provides opportunities for CrowderGulf to leverage additional services and expertise to our clients. He is well respected in the field and his technical advice has been and continues to be sought after by other contractors, municipalities, and various agencies such as Wildlife and Fisheries. Mr. Ramsay has been especially involved in creating innovative ways to recycle debris wastes. (NIMS Trained)

Role	Date	Project Event Title	Location / Declaration #	Est Project Amt
CEO, President	2003	Hurricane Isabel	VA-1491; NC-1490	\$66,344,733
	2004	Hurricane Charley; Frances; Ivan; Jeanne	FL-1539; FL-1545; AL-1549; FL-1561	\$177,251,685
	2005	Hurricanes Dennis, Katrina, Rita, Wilma	AL-1595; FL-1602; LA-1607; TX-1606; FL-1609	\$280,418,949
	2006	Ice Storm	NY-1665	\$4,738,473
	2006	TS Ernesto	VA-1661	\$441,580
	2008	Hurricanes Gustav, Ike	MS-1794; AL-1789; LA-1786; TX-1791; MS-1794; AL-1797	\$179,072,914
	2009	Ice Storm	KY-1818	\$1,002,056
	2009	Tropical Storm Ida	AL-1866	\$922,471
	2010	BP Oil Spill	AL Coast	\$129,398,322
	2011	Hurricane Irene	NC-4019; VA-4024	\$14,754,641
	2011	Tornado	AL-1971; MO-1980	\$6,077,718
	2012	Hurricanes Isaac, Sandy	AL-4082; MS-4081; FL-4084; NJ-4086	\$60,627,670
	2013	Blizzard Nemo	RI-4107	\$34,378
	2014	Ice Storms Pax, Ulysses	SC-4166; NC-4167	\$6,134,563
	2014	Severe Storms & Flooding	AL-4176; FL-4177	\$3,671,136
2015	Ice Storm	Raleigh, NC	\$208,740	

- **Raymond “Buddy” Young – Director of Operations / Technical Assistance Manager**

Mr. Young was Regional Director of FEMA Region VI from 1993 – 2001 and served as Administrator for 133 federally declared disasters and emergencies. He is nationally known and recognized in the Emergency Management field and is extremely knowledgeable about FEMA policies and procedures. He is a retired Captain of the Arkansas State Police where he served for 26 years. As the Director of Operations, Mr. Young has been directly involved in the field operations for all major disasters from Hurricane Isabel in 2003. Mr. Young's FEMA knowledge and experience is invaluable to both CrowderGulf and all clients as decisions must be made during the cleanup operation. Mr. Young is one of the most knowledgeable people working in the debris management field with firsthand experience in managing major disasters. He is also a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA). (NIMS Trained)

Role	Date	Project Event Title	Location / Declaration #	Est Project Amt
FEMA Regional Director	1993-2001	All Federally Declared Disasters	FEMA Region VI	
Director of Operations / Regional Director & Technical Assistance / Senior Project Manager	2004	Hurricane Charley; Frances; Ivan; Jeanne	FL-1539; FL-1545; FL-1561, Polk Co, FL; Hardee Co, FL	\$177,251,685
	2005	Hurricanes Rita, Wilma	LA-1607; TX-1606, Calcasieu Parish, LA w/ USACE; FL-1609	\$171,620,359
	2006	TS Ernesto	VA-1661, York Co, VA	\$441,580
	2008	Hurricane Ike	TX-1791, Brookside Village, Chambers Co, Clear Lake Shores, Clute, Deer Park, Freeport, Galveston Co, Galveston Co MUD, Kemah, Santa Fe, Texas City, Texas General Land Office	\$178,318,426
	2009	Ice Storm	KY-1818	\$1,002,056
	2010	BP Oil Spill	AL Coast	\$129,398,322
	2011	Hurricane Irene	VA-4024	\$14,754,641
	2011	Tornado	AL-1971; Walker Co, AL w/P&J, MO-1980	\$6,077,718
	2012	Hurricane Sandy	NJ-4086, New Jersey DEP	\$57,805,734
	2013	Blizzard Nemo	RI-4107, Charlestown, RI	\$34,378

• **Ashley Ramsay-Naile – Vice President and Chief Operating Officer**

Mrs. Ramsay-Naile is a Graduate of the University of South Alabama. She has been involved in managing the day to day business of CrowderGulf operations since 1995 when Hurricane Opal impacted the Florida Panhandle. She has played a vital role in establishing the Disaster Administration Office (DAO) in which she has structured and managed since its acquisition. As Chief Operating Officer for CrowderGulf, her role has provided a liaison to clients, logistics coordination with our field operations, contract negotiations, preparation of proposals, subcontractor coordination, field supervisor, project management, and all aspects of back office activities including accounts payable, accounts receivable and human resources. In 2012, Mrs. Ramsay-Naile was appointed by Governor Robert Bentley, to the Alabama State Workforce Investment Board. (NIMS Trained)

Role	Date	Project Event Title	Location / Declaration #	Est Project Amt
Vice President & Chief Operating Officer	2003	Hurricane Isabel	VA-1491; NC-1490	\$66,344,733
	2004	Hurricane Charley; Frances; Ivan; Jeanne	FL-1539; FL-1545; AL-1549; FL-1561, Pascagoula, MS; Palm Beach Co, FL; Volusia Co, FL	\$177,251,685
	2005	Hurricanes Dennis, Katrina, Rita, Wilma	AL-1595; FL-1602; LA-1607; TX-1606; FL-1609	\$280,418,949
	2006	Ice Storm	NY-1665	\$4,738,473
	2006	TS Ernesto	VA-1661	\$441,580
	2008	Hurricanes Gustav, Ike	MS-1794; AL-1789; LA-1786; TX-1791; MS-1794; AL-1797	\$179,072,914
	2009	Ice Storm	KY-1818	\$1,002,056
	2009	Tropical Storm Ida	AL-1866	\$922,471
	2010	BP Oil Spill	AL Coast	\$129,398,322
	2011	Hurricane Irene	NC-4019; VA-4024	\$14,754,641
	2011	Tornado	AL-1971; MO-1980	\$6,077,718
	2012	Hurricanes Isaac, Sandy	AL-4082; MS-4081; FL-4084; NJ-4086	\$60,627,670
	2013	Blizzard Nemo	RI-4107	\$34,378
	2014	Ice Storms Pax, Ulysses	SC-4166; NC-4167	\$6,134,563
	2014	Severe Storms & Flooding	AL-4176; FL-4177	\$3,671,136

• **Margaret R. Wright, Ph.D. – Senior Documentation Director**

Dr. Wright has over 25 years of professional training and managerial experience. As a vital member of CrowderGulf's Senior Management Team, her roles include technical proposal writing, training developer and facilitator, regulations compliance, management of record keeping, including day-to-day operations of work completed, communication and coordination with contracting entities during reconciling process, and conducting formal evaluations at completion of projects. Dr. Wright has worked in field operations setting up and managing field offices, hiring and training personnel to work with all required documentation, and at CrowderGulf's Disaster Assistance Office (DAO) after all major disasters since 2003. (NIMS Trained)

Role	Date	Project Event Title	Location / Declaration #	Est Project Amt
Senior Documentation Director, Senior Project Manager	2003	Hurricane Isabel	VA-1491; NC-1490	\$66,344,733
	2004	Hurricane Charley; Frances; Ivan; Jeanne	FL-1539; FL-1545; AL-1549; FL-1561, Polk Co, FL	\$177,251,685
	2005	Hurricanes Dennis, Katrina, Rita, Wilma	AL-1595; FL-1602; LA-1607; TX-1606, Calcasieu Parish, LA w/ USACE; FL-1609	\$280,418,949
	2006	Ice Storm	NY-1665, Erie Co, NY; Genesee Co, NY	\$4,738,473
	2006	TS Ernesto	VA-1661	\$441,580
	2008	Hurricanes Gustav, Ike	MS-1794; AL-1789; LA-1786; TX-1791; MS-1794; AL-1797, Texas General Land Office	\$179,072,914
	2009	Ice Storm	KY-1818	\$1,002,056
	2009	Tropical Storm Ida	AL-1866	\$922,471
	2010	BP Oil Spill	AL Coast	\$129,398,322
	2011	Hurricane Irene	NC-4019; VA-4024	\$14,754,641
	2011	Tornado	AL-1971; MO-1980	\$6,077,718
	2012	Hurricanes Isaac, Sandy	AL-4082; MS-4081; FL-4084; NJ-4086	\$60,627,670
	2013	Blizzard Nemo	RI-4107	\$34,378
	2014	Ice Storms Pax, Ulysses	SC-4166; NC-4167	\$6,134,563
2014	Severe Storms & Flooding	AL-4176; FL-4177	\$3,671,136	

• **John Campbell – Regional Director / Senior Project Manager**

Mr. Campbell has experience in disaster response planning and management since 1968. He has a B.S. degree in Political Science from the University of Southern Mississippi and a Masters degree in Logistics Management from the Florida Institute of Technology. After retirement from the U.S. Army as a full Colonel with 30 years of service, he served for six years as Chief of Operations for Lee County Emergency Management in Fort Myers, Florida. He has direct experience in debris recovery operations from Hurricane Iniki in Hawaii and Hurricanes Charley, Ivan and Wilma that impacted Southwest Florida. He also provided mutual aide to Escambia County, Florida following Hurricane Ivan.

During his 36 years of public service, he amassed an extensive background in high-level management, disaster response and training. He also trains CrowderGulf clients in all facets of debris management, Incident Command System (ICS), National Incident Management System (NIMS) and the FEMA PA program process. Mr. Campbell was previously qualified as an accredited Professional Emergency Manager through the Florida Emergency Preparedness Association (FEPA) and remains active in the organization. (NIMS Certified Instructor)

Role	Date	Project Event Title	Location / Declaration #	Est Project Amt
Senior Regional Director & Senior Project Manager	2005	Hurricane Wilma	FL-1609	\$77,117,713
	2008	Hurricane Ike	TX-1791; MS-1794; AL-1797, LaMarque, TX; Webster, TX	\$178,318,426
	2011	Hurricane Irene	NC-4019; VA-4024, Chowan Co, NC; Edenton, NC; Edgecombe Co, NC; Jacksonville, NC; Nash County Health Dept., NC; NCDOT; Northampton Co, NC; Richlands, NC; Robersonville, NC; Seaboard, NC	\$14,754,641
	2011	Tornado	AL-1971; MO-1980	\$6,077,718
	2012	Hurricane Isaac, Sandy	AL-4082; MS-4081; FL-4084, NJ-4086	\$60,627,670
	2014	Ice Storm Pax	SC-4166, Dorchester Co, SC	\$5,358,824
	2014	Severe Storms & Flooding	AL-4176; FL-4177	\$3,671,136

• **Gary Jones – Technical Assistance Manager and FEMA Specialist**

Mr. Jones has over 28 years working for the Federal Emergency Management Agency (FEMA). He served as Deputy Regional Director of FEMA Region VI for 17 years. During those 17 years as Deputy, he also served as Acting Regional Director for 4 years. Mr. Jones was responsible for administration of emergency management programs in the FEMA Region VI states of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas. He provided direct oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region. Additionally, Mr. Jones served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, Hazardous Materials, Earthquake Preparedness, Hurricane Preparedness, Dam Safety and Chemical Stockpile Emergency Preparedness programs.

Mr. Jones was designated Federal Coordinating Officer for Hurricanes Katrina, Rita and Georges and provided executive leadership to over 300 federally declared disasters. Mr. Jones has a Master's Degree from Tulane University and a Bachelor's Degree from the University of Arkansas. (NIMS Trained)

Role	Date	Project Event Title	Location / Declaration #	Est Project Amt
Technical Assistance Manager & FEMA Specialist	2012	Hurricane Isaac, Sandy	AL-4082; MS-4081; FL-4084, NJ-4086	\$60,627,670
	2013	Blizzard Nemo	RI-4107	\$34,378
	2014	Ice Storm Pax, Ulysses & Severe Storms & Flooding	SC-4166, NC-4167, AL-4176; FL-4177	\$9,805,699

• **Brian Smallwood – Project Manager, LEED AP**

Mr. Smallwood graduated Auburn University in 2006 with a Bachelors Degree in Building Science. After graduation, he worked as a Project Manager in Atlanta, GA for one of the largest general contracting firms in the nation. There he built a strong management foundation and obtained the necessary fundamentals to plan and coordinate with owners, engineers and government officials. Mr. Smallwood has the skills to estimate, propose, contract, coordinate, schedule, manage, budget, document and close-out a project from start to finish. Mr. Smallwood is often the first employee on the ground after a disaster. His fast mobilization time is of great benefit to clients as it generates an extremely quick start time. Mr. Smallwood has the ability to accurately assess damaged areas to help municipalities plan for a recovery effort. Mr. Smallwood serves as the Contract Representative for pre-event contracts in Alabama, Florida, Mississippi, Louisiana, Washington and California. His role in servicing contracts include conducting yearly training sessions, determining high risk areas within a community, locating debris storage sites, determining final debris disposal locations and discovering methods and options for recycling and reuse of debris. Mr. Smallwood is a LEED Accredited Professional with certifications in NPDES and FEMA courses. Mr. Smallwood has a current OSHA 30 and HazWoper 40 certification. Mr. Smallwood also holds the General Contractors license for CrowderGulf in the state of Florida. (NIMS Trained)

Role	Date	Project Event Title	Location / Declaration #	Est Project Amt
Project Manager	2011	Hurricane Irene	NC-4019, Newport News, VA	\$1,065,377
	2011	Tornado	MO-1980, Joplin, MO	\$2,774,243
	2012	Hurricane Isaac, Sandy	AL-4082; MS-4081; FL-4084, NJ-4086 - Walton Co, FL	\$60,627,670
	2013	Non Disaster related Tree Work	Newport News, VA	\$86,101
	2013	Non Disaster related Tree Work	Hernando County Airport, FL	\$75,148
	2014	Severe Storms & Flooding	FL-4177, Escambia Co, FL	\$51,654

• **Reid Loper – Project Manager, LEED AP**

Mr. Loper previously worked as a project manager for a commercial construction company in Atlanta, Georgia, prior to choosing to return to the Gulf Coast. The time spent in Atlanta gave him vast knowledge in management, estimating, schedule and budget supervision. Mr. Loper has estimated over \$200 million of work and completed over \$100 million in commercial construction. He graduated from Auburn University with a bachelor's degree in Aerospace Engineering where he worked as a research and design student.

Mr. Loper started his career with CrowderGulf in 2010, as Senior Project Manager (SPM) for the BP Oil Spill. As SPM, his role was managing over 1,200 personnel and 600 pieces of equipment. Managing several projects at once is Mr. Loper's strong point and the BP project consisted of simultaneously managing more than eight different major projects throughout the Alabama Gulf Coast for the BP Deep Horizon oil spill operation. These projects ranged from sand screening, dredging, hazardous waste handling and vessel operations, to side scan sonar work. All projects have cumulatively exceeded \$130 million in invoicing and total project cost. In 2012 Mr. Loper took on the task as SPM to oversee CrowderGulf's Hurricane Sandy Response for the New Jersey Department of Environmental Protection Agency. The work consisted of waterway, marine, and marsh debris removal, totaling in over 450,000 cubic yards of debris removed and 109 vessels recovered. The project was called "Unprecedented" by the DEP commissioner as the largest waterway debris removal operation and set new guidelines with the Federal Government on how marine debris and dredging operations are conducted. While in New Jersey, Mr. Loper also managed a flood prevention (Harding) project using HESCO barriers, for JP Morgan Chase's national data center in Carlstadt, NJ. This project used temporary structures to effectively raise the building's relative flood plain. Towards the end of 2014 and his stay in New Jersey, Mr. Loper oversaw the removal of 6 massive derelict house boats in Southern New Jersey, which was funded under a NOAA Grant for coastal restoration and improvements.

Mr. Loper has also functioned as a vital part of CrowderGulf's Coastal Restoration work on the Gulf Coast; he has not only constructed several different living shorelines and shoreline protection projects for The Nature Conservancy, but also consulted on the design and methodology for functionality and constructability. With understanding the fundamental need for Coastal Restoration and the interdependency between environmental and economic recovery, Mr. Loper is on the forefront of new coastal construction techniques. Mr. Loper is NIMS certified and holds general contractor licenses in the following states: Virginia, South Carolina, Georgia, Alabama, Mississippi, and Louisiana. (NIMS Trained)

Role	Date	Project Event Title	Location / Declaration #	Est Project Amt
Project Manager	2010	BP Oil Spill	Alabama Coast; Orange Beach, AL; Baldwin Co, AL; Dauphin Island, AL	\$129,398,322
	2010	AL DOT Dredge Maintenance Contract	Baldwin Co, AL	\$1,338,416
	2010	Housing Demolition Project	Prichard, AL	\$118,440
	2012	Hurricane Isaac, Sandy	AL-4082; MS-4081; FL-4084, NJ-4086, Orange Beach, AL	\$60,627,670
	2014	Non Disaster Related Waterway Debris Removal	Department of Conservation & Natural Resources, Baldwin Co, AL	\$172,958
	2014	Severe Storms & Flooding	FL-4177, Walton Co, FL	\$129,346
	2014	Severe Storms & Flooding	AL-4176; Perdido Beach, AL	\$3,742
	2014	Severe Storms & Flooding	AL-4176; Orange Beach, AL	\$13,071
	2014	Severe Storms & Flooding	AL-4176; Baldwin Co, AL	\$12,897

• **Wesley Naile - Logistics Coordinator and Pre-Event Contract Administrator**

Mr. Naile has had experience in the disaster and recovery field since 2004 when he served in Volusia County, Florida as a CrowderGulf's Field Manager during Hurricane Charley, Frances and Jeanne. In 2005, he was assigned the role of Logistics Coordinator working out of the disaster administration office, coordinating materials, equipment and subcontractors to CrowderGulf's clients. Mr. Naile roles now include the management of the pre-event contracts database information, coordinating with new and existing clients in establishing pre-event contract awards and contract documents and coordinating with clients on contract renewals.

In 1999, he worked for Gulf Equipment Corporation Wireless Telecom Division on the southern east coast doing tower site build out. He has attended the University Of South Carolina Of Beaufort. He also served three years in the U.S. Army as a 12B Combat Engineer with an honorable discharge. (NIMS Trained)

Role	Date	Project Event Title	Location / Declaration #	Est Project Amt
Field Manager	2004	Hurricane Charley; Frances; Ivan; Jeanne	FL-1539; FL-1545; AL-1549; FL-1561; Volusia Co, FL	\$177,251,685
Logistics Coordinator	2005	Hurricanes Dennis, Katrina, Rita, Wilma	AL-1595; FL-1602; LA-1607; TX-1606, Calcasieu Parish, LA w/ USACE; FL-1609	\$280,418,949
	2006	Ice Storm	NY-1665	\$4,738,473
	2006	TS Ernesto	VA-1661	\$441,580
	2008	Hurricanes Gustav, Ike	MS-1794; AL-1789; LA-1786; TX-1791; MS-1794; AL-1797, Texas General Land Office	\$179,072,914
	2009	Ice Storm	KY-1818	\$1,002,056
	2009	Tropical Storm Ida	AL-1866	\$922,471
	2010	BP Oil Spill	AL Coast	\$129,398,322
	2011	Hurricane Irene	NC-4019; VA-4024	\$14,754,641
	2011	Tornado	AL-1971; MO-1980	\$6,077,718
	2012	Hurricanes Isaac, Sandy	AL-4082; MS-4081; FL-4084; NJ-4086	\$60,627,670
	2013	Blizzard Nemo	RI-4107	\$34,378
	2014	Ice Storms Pax, Ulysses	SC-4166; NC-4167	\$6,134,563
	2014	Severe Storms & Flooding	AL-4176; FL-4177	\$3,671,136
	2015	Ice Storm	Raleigh, NC	\$208,740

• **Eric Hall – Senior Debris Reduction Manager / Project Manager**

Mr. Hall is a specialist in air curtain incineration with experience in the storm debris business dating back to 1987. His experience as CrowderGulf's Debris Reduction Manager and Project Manager spans from Hurricane Andrew in 1992 through the present. Mr. Hall is experienced in project management as well, managing all aspects of the project from hiring of subcontractors to closing out the project with all documentation. Mr. Hall attended Kent State University. He is ICS Certified and has 7 years of military experience. (NIMS Trained)

Role	Date	Project Event Title	Location / Declaration #	Est Project Amt
Supervisor & USACE Liaison	1992	Hurricane Andrew	Miami, FL	
	1995	Hurricanes Opal, Erin	Bay County, FL	
	1996	Hurricane Fran	Wilmington, NC	
Senior Debris Reduction Manager / Project Manager	2003	Hurricane Isabel	NC-1490, Dare County, NC; Kill Devil Hills, NC; Kitty Hawk, NC; Manteo, NC; Robersonville, NC; Rocky Mount, NC; Williamston, NC	\$8,076,953
	2004	Hurricane Charley; Frances; Ivan; Jeanne	FL-1539; FL-1545; Univ. of Central FL; Indian River Co, FL, Orlando, FL	\$3,891,650
	2005	Hurricane Katrina	FL-1602, North Miami, FL; Ft Lauderdale, FL	\$122,498
	2005	Hurricane Wilma	FL-1609, North Miami, FL; North Miami Beach, FL	\$4,352,918
	2008	Hurricane Ike	TX-1791; MS-1794; AL-1797, Montgomery Co, TX	\$178,318,426
	2011	Hurricane Irene	NC-4019, Dare County, NC; Kill Devil Hills, NC; Kitty Hawk, NC; Manteo, NC; Nags Head, NC; Duck, NC	\$4,102,425
	2011	Tornado	Polk Co, FL	\$18,062
	2012	Hurricane Isaac	AL-4082; MS-4081; FL-4084, Ft Myers Beach, FL; Key West, FL	\$2,821,936
	2012	Tropical Storm Debbie	Ft Myers Beach, FL	\$31,202
	2014	Winter Storm Ulysses	NC-4167, Greensboro, NC	\$775,739

• **Nick Pratt – Project Manager**

Mr. Pratt has served as one of CrowderGulf's key Field Project Manager's since 2010 working for BP on the Deep Horizon oil spill cleanup. He initially handled all of the logistics for the Oil Spill project, putting hundreds of pieces of CrowderGulf equipment in place and directing and training hundreds for CrowderGulf employees throughout the operation. Mr. Pratt has been involved with storm cleanup work since 2006. He played a vital role as project manager for our large waterway debris removal contract with the New Jersey Dept. of Environmental Services, as a result of Hurricane Sandy in 2012. He has been a project manager for CrowderGulf since 2011. Prior to becoming a project manager, he was Field Supervisor providing oversight for one of CrowderGulf's primary subcontractors for debris removal in Texas after Hurricane Ike in 2008. He supervised and managed several hauling crews until the final cleanup work was completed in Bolivar, Texas. After Hurricane Katrina in 2005, Mr. Pratt was the field supervisor providing oversight for one of CrowderGulf's subcontractors for the debris removal work in Pascagoula, MS. In 2004, after Hurricane Ivan, he worked as a crew foreman and a truck driver during CrowderGulf's debris cleanup work in Baldwin County, AL.

Mr. Pratt attended the University of South Alabama. He also holds certificates in CPR and First Aid, 40 hour HAZWOPER and refresher and in 30 Hr OSHA Construction. (NIMS Trained)

Role	Date	Project Event Title	Location / Declaration #	Est Project Amt
Field Supervisor	2004	Hurricane Ivan	AL-1549; Baldwin Co, AL; Daphne, AL; AL Dept of Conservation & Natural Resources	\$39,746,186
	2005	Hurricane Dennis	AL-1595, Baldwin Co, AL	\$564,552
	2005	Hurricane Katrina	FL-1602, AL-1605, MS-1604, Baldwin Co, AL; Biloxi, MS; Daphne, AL; Gulf Shores, AL; Harrison Co, MS; Jackson Co, MS; Pascagoula, MS; Pembroke Pines, FL	\$53,458,754
	2005	Hurricane Wilma	FL-1609, Pembroke Pines, FL; West Palm Beach, FL; Wilton Manors, FL	\$16,791,771
	2006	Ice Storm	NY-1665	\$4,738,473
	2008	Hurricane Ike	TX-1791	\$178,318,426
	Project Manager	2010	BP Oil Spill	AL Coast
2011		Hurricane Irene	NC-4019; Rocky Mount, NC	\$2,971,515

Role	Date	Project Event Title	Location / Declaration #	Est Project Amt
	2012	Hurricane Isaac	MS-4081; Biloxi, MS; Pascagoula, MS	\$413,101
	2012	Hurricane Sandy	NJ-4086, New Jersey DEP	\$57,805,734
	2014	Ice Storm Pax	SC-4166, Berkeley Co, SC	\$3,381,880
	2014	Severe Storms & Flooding	AL-4176; Blount Co, AL; DeKalb Co, AL; Limestone Co, AL	\$2,881,176
	2015	Ice Storm	Raleigh, NC	\$208,740

• **Barrett Holmes – Project Manager**

Mr. Holmes joined the CrowderGulf Management Team after more than 29 years of successful leadership and management experience with the United States Army Corps of Engineers with such elite groups as the Army European Command, the 1st Cavalry Division - III Corps, and the Japan Engineer District of the Pacific Ocean Division. From 2010 to 2014, Mr. Holmes was Senior Manager / Defense Coordinating Officer for the Federal Emergency Management Agency (FEMA), Region IV, Atlanta, GA. He is a successful manager with substantial experience in crises management and disaster responses to complex catastrophes. He has worked closely with authorities at all levels of government including governors, state emergency management directors and local officials. His experience includes operations related to hurricanes Earl, Isaac and Sandy as well as the Gulf clean-up operations after the Deepwater Horizon oil spill. Mr. Holmes holds a Master of Science degree in Construction Management from the University of Florida and a Master of Science degree in Strategic Studies from the United States Army Senior Staff College. He is also affiliated with the Society of American Military Engineers, Army Engineer Association and the International Association of Emergency Managers. (NIMS Trained)

Role	Date	Project Event Title	Location / Declaration #	Est Project Amt
FEMA Region	1989	Hurricane Hugo		
VI Defense	1992	Hurricane Andrew		
Coordinating	2007	Niigata Earthquake		
Officer	2010	BP Oil Spill		
	2010	Hurricane Earl		
Project	2011	Hurricane Irene	NC-4019; VA-4024	\$14,754,641
Manager	2012	Hurricane Isaac, Sandy	AL-4082; MS-4081; FL-4084, NJ-4086	\$60,627,670
	2014	Winter Storm Pax	SC-4166, Berkeley Co, SC	\$1,976,944

• **Leigh Anne Ryals, ALEM, CLEM – Emergency Management Specialist**

Mrs. Ryals has over 17 years of experience and training in Emergency Management. She has 11 years serving as an Emergency Management Director and 5 years serving as a Disaster Public Information Officer. She has worked 12 Presidential Disaster Declarations and one Incident of National Significance, the Deep Water Horizon oil spill, and of those disasters she served as Incident Commander for eight of those events. She is extremely knowledgeable with FEMA's public assistance policies and procedures and has been successful in the FEMA appeals process. She has served as a member of the FEMA Hurricane Liaison Team and testified before the 110th and 111th U.S. Congress on Hurricane Katrina Preparedness and Response Initiatives – Best Management Practices. Mrs. Ryals learned first-hand the type of documentation and determination it takes to be successful in an OIG / FEMA audit. She obtained valuable knowledge in documentation proper damage survey, reports/technical writing, and extensive knowledge on FEMA policy and procedure. Mrs. Ryals is a Licensed and Certified Alabama Emergency Manager; she serves as a NIMS 300 & 400 Course Instructor and holds numerous FEMA and State Emergency Management Certifications. (NIMS Certified Instructor)

Role	Date	Project Event Title	Location / Declaration #	Est Project Amt
Baldwin	2004	Hurricane Ivan	Baldwin Co. EM Dir AL-1549	
Co EM	2005	Hurricanes Dennis, Katrina	Baldwin Co EM Dir AL-1595, AL-1605	
Director	2008	Hurricane Gustav	As Baldwin Co. EM Dir AL-1789	
CG's	2009	Tropical Storm Ida	AL-1866	\$922,471
Emergency	2011	Hurricane Irene	NC-4019; VA-4024	\$14,754,641
Management	2012	Hurricane Isaac	AL-4082; MS-4081; FL-4084	\$2,821,936
Specialist	2014	Ice Storm Pax	SC-4166	\$5,358,824

• **Clayton Young – Field Supervisor**

Mr. Young has been employed by CrowderGulf as a field supervisor since 2010. He worked as Field Supervisor in Walker County, AL during the tornado cleanup and later in North Carolina (NCDOT) debris removal project after Hurricane Irene in 2011. He spent 2008-2009 managing the restoration of properties involved in the Hurricane Ike mitigation buyout of 800 pieces of property in Galveston County, Texas. Mr. Young was responsible for the bidding and estimation of cost and reconstruction of these properties, turning them into green space. Mr. Young has studied in and traveled extensively throughout Europe which has made him an excellent interpersonal communicator and broadened his understanding of domestic and international business. He has a BA from the University of North Texas in Entrepreneurial Management. (NIMS Trained)

Role	Date	Project Event Title	Location / Declaration #	Est Project Amt
Project Manager	2014	Non Disaster Related	Corpus Christi, TX	\$46,709
	2014	Non Disaster Related	Hitchcock, TX	\$4,200
Field Supervisor	2011	Tornado	Walker County, AL	\$3,303,475
	2011	Hurricane Irene	NCDOT – Counties: Currituck, Bertie, Perquimans, Washington, Pasquotank, Dare, Camden, Gates, Northampton, Hertford, Chowan, Hyde, Tyrrell	\$582,903
Project Manager	2010	Demo Buyout Program	Galveston County, TX	\$1,722,644

• **Jeff Zemlik – Safety Manager**

Mr. Zemlik has been affiliated with the construction industry since a young age, starting his safety career by managing the safety department of his family’s masonry company, which completed over 1.5 million safe work hours. His past projects have included the State of New Jersey after Hurricane Sandy in 2012, developing and directing the safety program for the BP Oil Spill for the State of Alabama, constructing the largest indoor primate house at Chicago’s Brookfield Zoo and reworking furnaces in and around the steel mills of Gary, Indiana. He is currently charged with overseeing the Safety Department for CrowderGulf. Mr. Zemlik is a graduate of Indian River State College, earning degrees in both Organizational Management and Occupational Health and Safety. Currently he is enrolled at Columbia Southern working toward his masters in Occupational Health and Safety. He holds certifications in USACE Construction Quality Management, USACE 385-1-1 40 hour, 40 hour HAZWOPER certificate and Instructor, SONS & TWIC, OSHA 10 hour General Industry, OSHA 510 & 500, Leadership & influence, DOT Supervisor and Root Cause & Incident Training. (NIMS Trained)

Role	Date	Project Event Title	Location / Declaration #	Est Project Amt
Safety Manager	2010	BP Oil Spill	Alabama Coast; Orange Beach, AL; Baldwin Co, AL; Dauphin Island, AL	\$129,398,322
	2011	Hurricane Irene	NC-4019	\$14,754,641
	2011	Tornado	MO-1980	\$6,077,718
	2012	Hurricane Isaac, Sandy	AL-4082; MS-4081; FL-4084, NJ-4086	\$60,627,670
	2013	Blizzard Nemo	RI-4107	\$34,378
	2014	Ice Storm Pax	SC-4166	\$5,358,824
	2014	Severe Storms & Flooding	AL-4176; FL-4177	\$3,671,136
	2015	Ice Storm	Raleigh, NC	\$208,740

• **Amber Ramsay – Public/Community Relations and Marketing Manager**

Ms. Ramsay has been CrowderGulf’s Public/Community Relations and Marketing Manager since 2004. Throughout the year she interfaces with Clients and acts as CrowderGulf’s (continuing education) Conference Coordinator. During a disaster , one of her main responsibilities is to liaison between CrowderGulf’s Project Managers and USACE, elected officials, public work directors, incident commanders of Emergency Operations Centers and Clients. She coordinates directly with Public Information Officers and assists in the release of pertinent debris recovery operations to the citizens. Some of her field experience includes Field Supervisor in Pascagoula, MS after Hurricane Ivan in 2004, Lake Charles, LA after Hurricane Rita in 2005, Deere Park, TX after Hurricane Ike in 2008, and in Edenton, NC after Hurricane Irene in 2011 and Dauphin Island, AL after Hurricane Isaac in 2012. Prior to coming to CrowderGulf she was a Marketing/Sales Manager for McKenzie-Childs in New York City for 10 years. Ms. Ramsay is a Graduate of Auburn University. (NIMS Trained)

Role	Date	Project Event Title	Location / Declaration #	Est Project Amt
Public/Community Relations & Marketing Manager	2004	Hurricane Charley; Frances; Ivan; Jeanne	FL-1539; FL-1545; AL-1549; FL-1561, Volusia Co, FL; Palm Coast, FL; Edgewater, FL; Lee Co, FL; Ft Myers Beach, FL; Ft Myers, FL; Sanibel Island, FL; Captiva Island, FL; Pascagoula, MS	\$177,251,685
	2005	Hurricane Dennis	AL-1595	\$12,234,092
	2005	Hurricane Katrina	FL-1602, MS-1604, Pascagoula, MS	\$96,564,498
	2005	Hurricane Rita	LA-1607; TX-1606, Calcasieu Parish, LA; Lake Charles, LA	\$94,502,646
	2005	Hurricane Wilma	FL-1609	\$77,117,713
	2006	Ice Storm	NY-1665	\$4,738,473
	2006	TS Ernesto	VA-1661	\$441,580
	2008	Hurricanes Gustav, Ike	MS-1794; AL-1789; LA-1786; TX-1791; MS-1794; AL-1797, Texas General Land Office	\$179,072,914
	2009	Ice Storm	KY-1818	\$1,002,056
	2009	Tropical Storm Ida	AL-1866	\$922,471
	2010	BP Oil Spill	AL Coast	\$129,398,322
	2012	Hurricane Sandy	NJ-4086, New Jersey DEP	\$57,805,734
	2014	Severe Storms & Flooding	AL-4176; FL-4177	\$3,671,136

• **Jenny Todd – Subcontractor SMBE Manager**

Ms. Todd manages subcontractors and develops and promotes CrowderGulf's Small/Minority Business division. Her focal point is to contact and localize subcontractors during and after the RFP development phase in an effort to maintain community involvement and maximize local small /minority businesses participation. In 2003, she earned a Bachelor of Science degree in Marketing and a minor in Mathematics from the University of Alabama. After graduation, she joined a law firm in Tuscaloosa. In 2005 she joined the CrowderGulf Team which was during the rebuilding process along the Gulf Coast after Hurricane Katrina. The legal experience she gained made her the ideal candidate to oversee the subcontracting operations. (NIMS Trained)

Role	Date	Project Event Title	Location / Declaration #	Est Project Amt
Subcontractor SMBE Manager	2005	Hurricanes Dennis, Katrina, Rita, Wilma	AL-1595; FL-1602; LA-1607; TX-1606, Calcasieu Parish, LA w/ USACE; FL-1609	\$280,418,949
	2006	Ice Storm	NY-1665	\$4,738,473
	2006	TS Ernesto	VA-1661	\$441,580
	2008	Hurricanes Gustav, Ike	MS-1794; AL-1789; LA-1786; TX-1791; MS-1794; AL-1797, Texas General Land Office	\$179,072,914
	2009	Ice Storm	KY-1818	\$1,002,056
	2009	Tropical Storm Ida	AL-1866	\$922,471
	2010	BP Oil Spill	AL Coast	\$129,398,322
	2011	Hurricane Irene	NC-4019; VA-4024	\$14,754,641
	2011	Tornado	MO-1980; AL-1971	\$6,077,718
	2012	Hurricanes Isaac, Sandy	AL-4082; MS-4081; FL-4084; NJ-4086	\$60,627,670
	2013	Blizzard Nemo	RI-4107	\$34,378
	2014	Ice Storms Pax, Ulysses	SC-4166; NC-4167	\$6,134,563
	2014	Severe Storms & Flooding	AL-4176; FL-4177	\$3,671,136
	2015	Ice Storm	Raleigh, NC	\$208,740

• **Linda L. Lucas – Data Management**

Ms. Lucas has experience in the disaster recovery field since 2003. She has been directly involved as a project manager and as administrative support in the field and in the office. She was deployed with disaster recovery teams in the immediate aftermath of several hurricanes, the Haiti 2010 earthquake, and the BP Horizon oil spill. Ms. Lucas has also served as project manager for the demolition of residential housing on several projects, utilizing her training and certification for asbestos supervisor. Ms. Lucas has over 50 FEMA certifications, OSHA 40 Hour HAZWOPER Certification, and Asbestos Contractor/Supervisor Certification as well as First Aid / CPR certified. She is presently responsible for data entry and management of load tickets for debris removal, truck certifications and subcontractor information for current projects. (NIMS trained)

Role	Date	Project Event Title	Location / Declaration #	Est Project Amt
Project Manager	2004	Hurricanes Charley, Frances, Jeanne	With another debris Co-Plantation & Hollywood, FL	
	2005	Hurricanes Dennis, Katrina, Rita, Wilma	With another debris Co-Hollywood, FL	
	2008	Hurricanes Gustav, Ike	With another debris Co-New Orleans, LA; Galveston, TX; Houston, TX	
	2009	Non Disasters	With another debris Co-Noise Abatement Program -Demo-Birmingham Airport Authority, AL	
	2010	Haiti Earthquake	With another debris Co-Port au Prince, Haiti	
	2010	BP Oil Spill	With another debris Co-Jefferson Parish, LA	\$129,398,322
Data Management	2011	Hurricane Irene	NC-4019	\$14,754,641
	2011	Tornado	MO-1980	\$6,077,718
	2011	Tornado	MO-1980; AL-1971	\$6,077,718
	2012	Hurricane Isaac, Sandy	AL-4082; MS-4081; FL-4084, NJ-4086	\$60,627,670
	2013	Blizzard Nemo	RI-4107	\$34,378
	2014	Ice Storm Pax	SC-4166	\$5,358,824
	2014	Severe Storms & Flooding	AL-4176; FL-4177	\$3,671,136
	2015	Ice Storm	Raleigh, NC	\$208,740

Resumes will be provided upon request.

*Please see our past performance chart for additional reference information.

No employee identified for anticipated assignment to the City's Site Management Team has ever been a defendant in any proceeding involving or arising out of debris removal services.

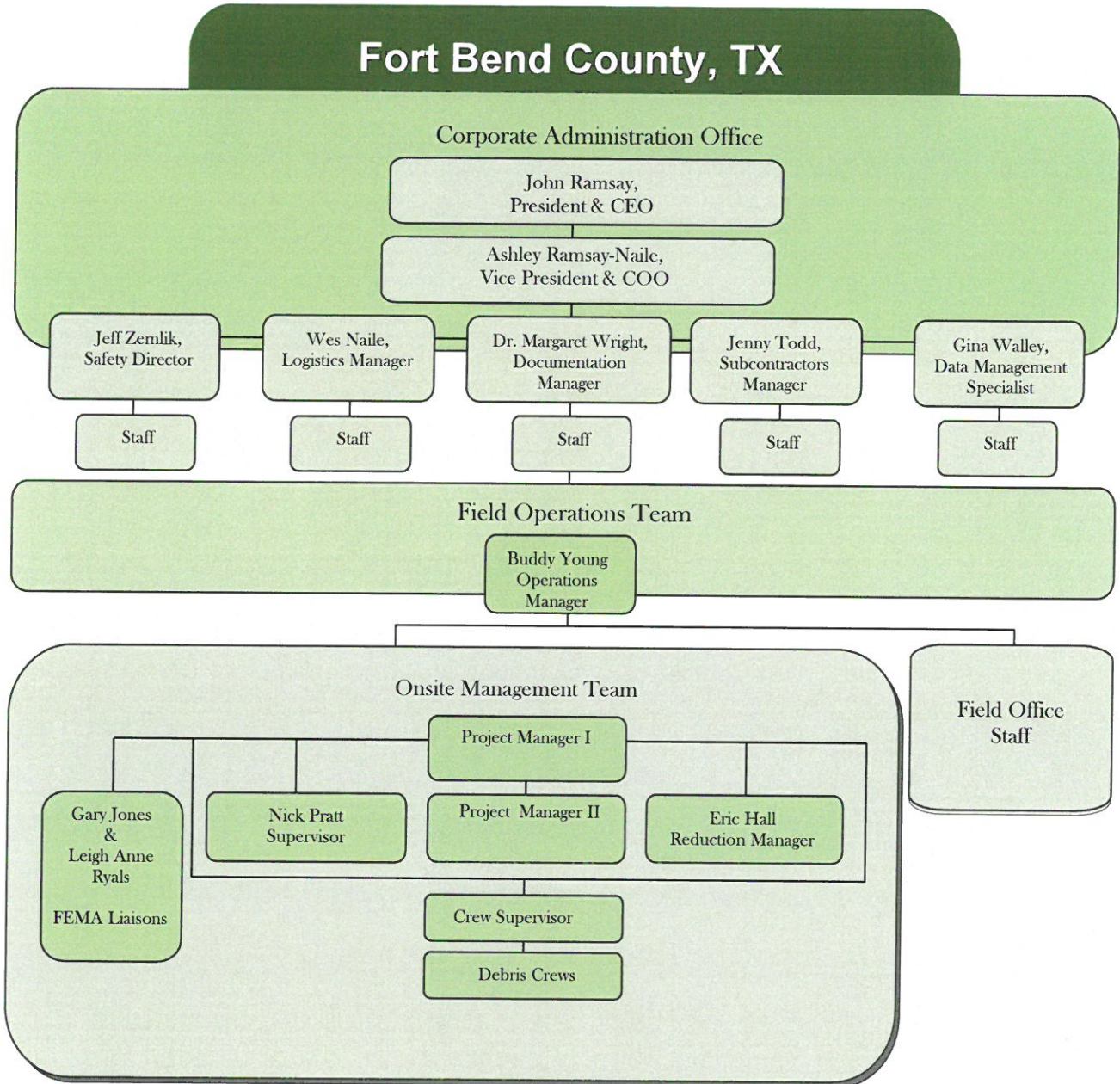
• **Additional Personnel**

The following is a partial list of CrowderGulf's available management, administrative, and supervisory personnel (full resumes are available upon request) who, depending on the scope of work, may be assigned to the contract:

Personnel	Debris Management Skills	Personnel	Debris Management Skills
John Aaron Ramsay	Superintendent, Sub Contractor Crew Foreman	James Thompson	Foreman
Lyman M. Ramsay	Project Manager	Tom Robinson	Field Supervisor
Tom Granger, P.E.	Engineer, Project Manager	Kelly James	Subcontractor Accounts Payable Manager, DAO
Ercil Goodwin, PLS	Professional Land Surveyor, Project Manager	Gabriel Rel	Field Supervisor
Doug Walton	Sub Contractor/Crew Coordinator	Jim Rinehart	Field Supervisor
Mike Moulder	Project Coordinator	Donna Suters	Accounting, Documentation Management
Howard Turner	Project Manager/Field Supervisor	Jenny James	Accounting, Documentation Management
John Bush	Project Coordinator/Field Supervisor	Mary Turner	Logistics, Contract Management
Daryl Moulder	Field Supervisor	Desiree Matlack	Project Manager, Field Supervisor
Larry Hedgepath	Project Manager, Account Manager	Charles Clark	Field Supervisor
Kelly Pridgen	Project Manager, Account Manager	Ronald Thorson	Field Supervisor
Hough Holton	Project Manager/Field Supervisor		

2. Organizational Chart

The Organizational Chart presented on the next page depicts the structure and chain of command of the Company. It provides a brief description of the primary responsibilities of each position. CrowderGulf uses an organizational hierarchy based on the nationally recognized Incident Command System (ICS). The ICS employs a cascade of organizational components in groups of five or less to assure good quality control in high stress operations. This arrangement limits the respective spans of control to tolerable levels. CrowderGulf's use of the ICS-based hierarchy of responsibilities exploits the strength and flexibility of its management/supervisory structure.



3. CrowderGulf's Certifications & Training

The following is a short list of certificates and training specialized by CrowderGulf personnel. There are over 135 additional certifications and training certificates available upon request.



FEMA | Emergency Management Institute



IS-00100 - Intro to Incident Command Systems

John Ramsay	Gary Jones	Ronald Thorson
Buddy Young	Gina Walley	Mike Moulder
John Campbell	Jenny Todd	Mark Loper
Ashley Ramsay	Jeff Zemlik	Nick Pratt
Amber Ramsay	Leigh Anne Ryals	Reid Loper
Brian Smallwood	Linda Lucas	Vance DeHart
Clayton Young	Lisa Baldwin	Wes Naile
Donna Suters	Margaret Wright	Wilber Ledet
Eric Hall	Charles Clark	Desiree Matlack

IS-00200 - ICS for Single Resources & Initial Action Incidents

John Ramsay	Eric Hall	Mike Moulder
Buddy Young	Gary Jones	Mark Loper
John Campbell	Gina Walley	Nick Pratt
Ashley Ramsay	Jenny Todd	Reid Loper
Amber Ramsay	Jeff Zemlik	Vance DeHart
Brian Smallwood	Leigh Anne Ryals	Wes Naile
Clayton Young	Linda Lucas	Wilber Ledet
Donna Suters	Margaret Wright	Ronald Thorson

IS-230 - Principles of Emergency Management

Leigh Anne Ryals	Linda Lucas
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IS-00235 - Emergency Planning

Leigh Anne Ryals	Linda Lucas
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IS-00242 - Effective Communication

Reid Loper	Linda Lucas
Leigh Anne Ryals	Mike Moulder

IS-00632 - Intro to Debris Opers in FEMA's Public Asst. Program

Reid Loper	Donna Suters	Linda Lucas
Leigh Anne Ryals		Mike Moulder

IS-00700 - Intro to National Incident Management System (NIMS)

John Ramsay	Eric Hall	Margaret Wright
Buddy Young	Gary Jones	Mark Loper
John Campbell	Gina Walley	Mike Moulder
Ashley Ramsay	Jenny Todd	Nick Pratt
Amber Ramsay	Jeff Zemlik	Reid Loper
Brian Smallwood	Leigh Anne Ryals	Vance DeHart
Clayton Young	Linda Lucas	Wes Naile
Donna Suters	Lisa Baldwin	Wilber Ledet
Ronald Thorson	Desiree Matlack	

IS-00800 - Intro to National Response Plan (NRP)

John Ramsay	Eric Hall	Margaret Wright
Buddy Young	Gary Jones	Mark Loper
John Campbell	Gina Walley	Mike Moulder
Ashley Ramsay	Jenny Todd	Nick Pratt
Amber Ramsay	Jeff Zemlik	Reid Loper
Brian Smallwood	Leigh Anne Ryals	Vance DeHart
Clayton Young	Linda Lucas	Wes Naile
Donna Suters	Charles Clark	Wilber Ledet
Ronald Thorson		

IS-300 - Intermediate ICS

IS-300 Instructors: John Campbell and Leigh Anne Ryals

Reid Loper	Jeff Zemlik
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IS-400 - Advanced ICS Command & General Staff IS-400

Instructors: John Campbell and Leigh Anne Ryals

Reid Loper	Jeff Zemlik
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Hazardous Waste Operations and Emergency Response (HAZWOPER)		40 HOUR
	Brian Smallwood Jason Zirlott Jeff Zemlik John Campbell Nick Pratt Reid Loper	Ronnie Duhan Linda Lucas Mark Loper Wilber Ledet Vance DeHart

OSHA CERTIFICATIONS			
	OSHA 30 Construction Barrett Holmes Brian Smallwood Jeff Zemlik Mark Loper Nick Pratt Reid Loper Vance DeHart Wilber Ledet	OSHA 10 General Industry Brian Smallwood Jeff Zemlik	OSHA 500 Train the Trainer Jeff Zemlik

First Aid, CPR, AED, Blood Born Pathogens		
	Amber Ramsay Ashley Ramsay Brian Smallwood Buddy Young Clayton Young Desiree Matlack Donna Suters Gary Jones Gina Walley Jeff Zemlik Jenny Todd John Campbell John Ramsay	Leigh Anne Ryals Linda Lucas Lisa Baldwin Margaret Wright Mark Loper Mike Moulder Nick Pratt Reid Loper Ronald Thorson Vance DeHart Wes Naile Wilber Ledet

Watershed Management Training		
	Brian Smallwood Brandi Snell Clayton Young	Jeff Zemlik Leigh Anne Ryals Reid Loper

US Army Corps of Engineers		
	QA/QC Training 40 hour Brian Smallwood Jason Zirlott Jeff Zemlik John Campbell Leigh Anne Ryals Margaret Wright Nick Pratt Reid Loper	385-1-1 Training 40 hour Jeff Zemlik

F. Equipment Resources

Company-owned/Leased Equipment

CrowderGulf maintains a current inventory of over 350 pieces of company-owned/leased equipment that is debris specific and available for immediate response to a disaster. Company-owned/leased equipment will be pre-positioned for emergency PUSH operations and is dispatched to the disaster area immediately upon the receipt of a NTP in order to begin restoring critical services in Fort Bend County as quickly as possible.



The following is a partial list of company-owned equipment available for use in any debris operation:

EQUIPMENT	UNITS
• Self Loading Trucks; (30 – 100 cubic yards)	85
• Dump Trucks (16 yards – 50 yards)	153
• Rubber Tire Loaders (equipped with debris handling grapples)	26
• Rubber Tire and Track Equipped Excavators (with buckets and grapples)	18
• Pick-Up Trucks (equipped with portable phones for Foremen)	25
• Service Trucks	12
• Skid-Steer Loaders (equipped with buckets and grapples)	10
• Cherrington Beach Cleaners 4500 & 4500 XL	5
• Stationary Power Screens – (sand screener)	2
• Diamond Z 14' Tub Grinders	6
• Shallow and deep water boats equipped with latest sonar and photo equipment	4
• Barges, tugs and large boats for heavy marine debris removal	4

Equipment Rental Agreements

CrowderGulf also maintains active accounts with all major national equipment rental companies to supplement equipment needs as may be required (i.e. Beard, Hertz, Caterpillar, John Deere, United Rental, Sunbelt, etc.).

All equipment shall meet all federal, state and local regulations.

Additional Equipment Information

- All equipment used for this contract will be rubber wheeled or rubber tracked unless otherwise approved by the County.
- To the maximum extent possible, CrowderGulf and its subcontractors shall use self-loading trucks with grapples or grapple attachments. Hand loading will not be employed.
- No subcontractor will be allowed to solicit work from private citizens while assigned to the contract.
- No equipment assigned to this contract will be used for any other contract work.

Anticipated Outside Support/Subcontractor Equipment

CrowderGulf's Nationwide Database of Approved and Trusted Subcontractors & Vendors

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

In previous disaster activations, CrowderGulf has pre-positioned manpower and equipment to provide immediate response. The table below provides the number of subcontractors and their **equipment** listed in our database, in relation to the State of Texas.

Closest to Fort Bend County, TX	Regional	State of TX	US. 2015
Number of Registered Subcontractors	<u>133</u>	<u>195</u>	<u>1820</u>
Dump Trucks (16-65)	1687	1935	10340
Pick up w/ dump trucks	438	543	2599
Knuckle-boom trucks	209	249	1528
Wheel Loader 50hp – 150hp	369	453	2979
5 ton Pickup truck	438	570	4073
Hydraulic Excavator 50hp-150hp	496	576	3446
Trailer Mounted floodlight	97	130	718
Low-bed Trailer w/ tractor	118	180	1157
Water Truck	72	84	532
Air Curtain Burner	30	31	214
Backhoe w/ loader 15	222	266	1136
Dozer, 2-3 yd blade/root rake blade D7	272	338	1923
Grader, Motor, 12 ft blade 130-140hp	59	75	408
Chipper	31	46	652
Tub Grinder 300-400 hp & 800-1000 hp	31	44	546
Self loading truck	312	329	2863
Skid steer 40 hp – 80 hp	410	551	4062
C&D Walking Floor 80-110 CY	4	8	917
Mulch Trailer 80-110 CY	1	2	223
Bucket Trucks	149	162	1489
Barges	33	36	436
Work Boats	22	24	581
Vacuum Trucks	114	114	387

G. Financial Capability

Financial strength is one of the most important aspects for Fort Bend County to consider when selecting a debris contractor. Following a major disaster, the County's financial burdens could be substantial. It is important to have a financially strong disaster-experienced contractor, such as CrowderGulf, that will work to get the job completed, regardless of any delays in invoice payments.

CrowderGulf's financial stability is solid and reliable and over the years we have established an excellent line of credit with our financial institution. We have always paid our subcontractors and personnel weekly and we have met all financial obligations without interruption. Over the years, CrowderGulf has paid out millions of dollars before receiving any payments. CrowderGulf's long time commitment to pay subcontractors weekly has allowed us to attract the most experienced and well-equipped subcontractors in the nation.

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

AGGREGATE BONDING CAPACITY	\$ 350,000,000
SINGLE BONDING CAPACITY	\$ 150,000,000
OTHER AVAILABLE FUNDING	\$ 80,000,000

Bonding

Bowen, Miclette & Britt of Florida, LLC
1020 N. Orlando Avenue, Suite 200
Maitland, FL 32751
800-474-5686

Insurance

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

See Required Documents for Bank and Bonding Letters.

Audited Financial Statements can be provided upon request.

Insurance

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

Equal Opportunity Employer

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

Drug Free Work Place

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

Fort Bend County Specification Download Acknowledgment



**Request for Proposals
Contingency Debris Clearing, Removal and Disposal and Operation of Temporary Debris
Staging and Reduction Sites for Fort Bend County
RFP 15-033**

RESPONDERS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Responder's Responsibilities:

- Responders are responsible for downloading and completing any addendums. (Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Opening)
- Responders will submit responses in accordance with requirements stated on cover of document.
- Responders may not submit responses via email or fax.

Crowder Gulf, LLC

Legal Name of Responding Company

John Ramsay

Contact Person

5435 Business Parkway Theodore AL 36582

Complete Mailing Address

800-992-6207

251-459-7433

Telephone Number

Facsimile Number

Jramsay@crowdergulf.com

Email Address

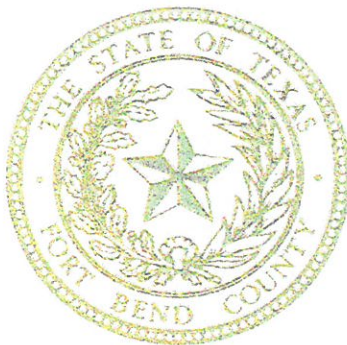
John Ramsay

05-07-15

Signature

Date

Fort Bend County, Texas



*Request for Proposals
Contingency Debris Clearing, Removal and Disposal and Operation of Temporary Debris
Staging and Reduction Sites for Fort Bend County
for Fort Bend County
RFP 15-033*

SUBMIT PROPOSALS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

****NOTE:**

All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery

SUBMIT NO LATER THAN:

Thursday, May 28, 2015
1:30 PM (Central)

MARK ENVELOPE:

RFP 15-033
Debris Clearing

***ALL RFPs MUST BE RECEIVED IN COUNTY PURCHASING OFFICE
BEFORE RECEIVING DATE AND TIME SPECIFIED.
NAMES OF ALL RFPs RECEIVED WILL THEN BE READ.
RFPs RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED
UNOPENED.***

Results will not be given by phone.
Results will be provided after final agreement
approved by Commissioners Court.

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this RFP. Requests for
information must be in writing and directed
to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
Debbie.Kaminski@fortbendcountytexas.gov

1.0 INTRODUCTION:

Fort Bend County, Texas (hereafter referred to as the “County”) seeks Competitive Sealed Proposals (“Proposals or RFP”) for selection of qualified Contractors (“Respondent”) for contingency debris clearing, removal and disposal and operation of temporary debris staging and reduction sites (“Project”), in accordance with the terms, conditions and requirements set forth in this Request for Competitive Sealed Proposals and any and all Federal Emergency Management Agency (FEMA) rules and regulations.

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding, and expensive visual or other presentations are neither necessary nor desired.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County’s Purchasing Agent in writing. Attempts to contact any members of the County’s Commissioners’ Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

3.0 PROPOSAL SUBMISSION:

3.1 Questions concerning this RFP must be submitted in writing to:

Questions concerning this RFP must be submitted in writing to Ms Debbie Kaminski, CPPB, County Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, Debbie.Kaminski@fortbendcountytexas.gov. Responses to questions will be issued in writing only, verbal questions and responses will not be considered. Deadline for submission of questions and/or clarification is **Thursday, May 20, 2015 at 3:00PM. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

3.2 When submitting a proposal in response to this request the following are required:

3.2.1 One (1) original, eight (8) copies and one (1) electronic response on CD or flash drive. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive will result in disqualification.

3.2.2 Insure that this RFP is included in your proposal and that all the information requested on the cover of this RFP is completed.

3.2.3 Provide a title page showing the RFP subject, name of proposer, address, telephone number, fax number and email address. The title page must be signed by an officer of the firm.

3.2.4 Provide all required elements as stated.

3.3 Proprietary Information:

If a proposal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be clearly identified on every page on which it is found. Data or information so identified will be used by Fort Bend County officials and representatives solely for the purpose of evaluating proposals and conducting contract negotiations.

3.4 Cost of Proposal Preparation:

The cost of preparing a response to this RFP is not reimbursable to respondent or selected provider.

3.5 Modification or Withdrawal of Proposals:

Any proposal may be withdrawn or modified by written request of the respondent prior to the deadline for submission. Modifications received after the submission

deadline will not be considered. No proposal may be withdrawn for a period of 60 calendar days after opening without permission of Fort Bend County. Respondents will be accorded fair and equal treatment with respect to any opportunity for discussion and revision. Revisions will be permitted after submission and before final contract award for the purpose of obtaining the best and final offer.

3.6 Preparation of Proposal:

Proposals must be in correct format and complete. Respondents are expected to address all items in as much detail as necessary for Fort Bend County representatives to make a fair evaluation of the company and the proposal.

3.7 Confidentiality of Proposals:

Proposals will be opened on the date specified on the cover page and kept secret during the process of negotiations. Only the names of the respondents will be made public at time of opening. All proposals that have been submitted shall be open for public inspection only after final contract award, subject to the requirements of the Public Information Act.

3.8 Contract Award:

Award of contract will be made by Fort Bend County Commissioners Court to the responsible company(s) who has been determined to be the best evaluated offer resulting from negotiations. Fort Bend County reserves the right to reject any or all proposals and is not obligated to award a contract pursuant to this request for proposals.

3.9 Exceptions RFP:

Any and all exceptions, conditions or qualifications to the provisions contained herein must be clearly identified as such together with reasons for taking exception, and inserted in the proposal along with associated costs.

4.0 INSURANCE:

- 4.1 All respondents must submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

- 4.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:
 - 4.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 4.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - 4.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - 4.2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- 4.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 4.4 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- 4.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 4.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 4.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

5.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses,

including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

- 5.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 5.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 5.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 5.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 5.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 5.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 5.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

6.0 PERFORMANCE AND PAYMENT BOND:

In the event this contract is activated all awarded contractors shall post with Fort Bend County, within thirty-six (36) hours of notice and prior to any work commencing, a performance and payment bond in the amount of one hundred percent (100%) of the total purchase order amount. These bonds shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. **Provide a letter from Surety Company of current bonding availability. Each year upon renewal updated letter is required to be provided to the Purchasing Department.**

7.0 PROJECT DESCRIPTION AND REQUIREMENTS:

- 7.1 Fort Bend County seeks responses from experienced firms to remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and public rights-of-way, and to setup and operate temporary debris staging and reduction (TDSR) sites at designated locations within Fort Bend County, Texas, immediately after a hurricane or other debris-generating disaster.
- 7.2 The objective of this RFP and subsequent contracting activity is to secure the services of experienced contractors who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. The successful contractors must be capable of assembling, directing, and managing a work force that can complete the removal of approximately 3 million cubic yards of debris from any combination of unincorporated areas and municipalities as identified within Fort Bend County in a maximum of 90 calendar days and complete all disposal operations within 180 calendar days.
- 7.3 The contract is for the period ending **30 NOVEMBER 2016**, renewable annually for five (5) years (through 30 November 2021) if mutually agreeable under the same terms and conditions and recertification of the contractors capabilities. This agreement may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.
- 7.4 While intended to cover needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to Fort Bend County. The planning standards used for this project are based on the anticipated impacts of a Category 3 “wet” hurricane. However, the management of debris created by all other types of man-made and natural disasters is also included within the scope of this contract.
- 7.5 This RFP pertains to the entire geographical area of Fort Bend County including the unincorporated areas of Fort Bend County and the following Joint Resolution Jurisdictions (JRJ):

JOINT RESOLUTION JURISDICTIONS:

City of Arcola	City of Beasley
City of Fairchilds	City of Fulshear
City of Kendleton	City of Meadows Place
City of Missouri City	City of Needville
City of Orchard	City of Richmond
City of Rosenberg	City of Simonton
City of Stafford	City of Weston Lakes
Town of Thompsons	Village of Pleak
LID 20 Kingdom Heights	Pecan Grove MUD
LID 6 River Park West	LID 11 Greatwood
LID 7 New Territory	LID 19 Riverstone
LID 15 Sugar Land	Sienna Plantation LID
MUD 46 Missouri City	MUD 49 Missouri City

- 7.6 The jurisdictional boundaries of the JRJ are shown in Exhibit B. Fort Bend County will issue Task Orders (See Exhibit I) based on requests from the municipalities identified as JRJ and for the unincorporated portions of the County. A Task Order will apply only within the jurisdictional boundary of a single JRJ or unincorporated portions of the County. Temporary Debris Staging and Reduction (TDSR) sites and landfills within neighboring jurisdictions shall not be presumed to be available for the contractor's use unless so specified within the Task Order.
- 7.7 Fort Bend County will assign a Debris Manager (DM) and will establish and staff a Debris Management Center (DMC), which will provide overall coordination with the above listed JRJ municipalities. The JRJ will provide a representative and staff to the Debris Management Center, as necessary, to assure a proper level of coordination. The Debris Management Center will be the primary point of contact for the contractor and the County Debris Administrator will resolve contract administration issues and disputes.

8.0 BACKGROUND:

8.1 Introduction

- 8.1.1 The Fort Bend County Debris Management Plan includes considerations for removing and processing the volumes and types of debris expected to be generated by a major disaster such as hurricane and the procedures for disposing of that debris. The planning approach is formulated in part on the concept of strategic pre-positioning of plans and resources necessary for timely, coordinated recovery operations, including removal of debris from public property and rights-of-way throughout Fort Bend County using a combination of county, municipal, and contractor forces.

- 8.1.2 Fort Bend County envisions the need for significant resources to carry out the debris removal and disposal work throughout Fort Bend County based on a Category 3 “wet” hurricane. A basic assumption of this contract is that a contractor who is capable of managing the debris and infrastructure damage associated with a Category 3 “wet” hurricane will also be capable of coping with the damage created by other types of man-made and natural disasters.
- 8.1.3 The contractor must have the capacity to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. The contractor must also have an established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience in major disaster recovery projects.
- 8.1.4 The contract to be awarded under this RFP be a contingency contract that will be activated only in the face of an emergency. As such, no compensation will accrue to the contractor unless and until the contract is activated either in anticipation of a natural disaster or immediately after such disaster.
- 8.1.5 Potential contractors are solely responsible for their own costs of developing their response associated with this RFP. In addition, a contractor who receives a contingency contract for the work will be required to participate in certain Fort Bend County directed disaster recovery training and exercises, 1 to 2 days each year, at no cost to Fort Bend County.

8.2 Planning Standard for Debris Removal and Disposal

- 8.2.1 Fort Bend County has selected a Category 3 “wet” hurricane that impacts the entire County with equal intensity as its planning standard. The worst-case debris volume anticipated from such a storm impacting the entire Fort Bend County area with equal intensity is approximately 3 million cubic yards. For purposes of preparing this contract, this estimated volume is also anticipated to adequately cover the worst-case situation for other types of man-made and natural disasters. The contractor may be activated for quantities of debris greater than or less than this amount.
- 8.2.2 The volume of debris estimated for the JRJ and the unincorporated portions of the County are shown in Exhibit C. This estimated debris volume is a planning figure that was used in determining the maximum land area requirement for TDSR sites and other resource needs. It is not a

fixed quantity for the purpose of contractual obligations. The actual volume of debris may be greater than or less than 3 million cubic yards. For the purpose of this RFP and solely for the purpose of standardizing the contents of all submittals, each contractor shall use a planning figure of 3 million cubic yards of debris as the initial volume estimate for post disaster debris that could be assigned to that contractor.

8.2.3 Fort Bend County's goal is to use one general contractor to complete the removal of debris within 90 calendar days and to complete all disposal and recycling operations within 180 calendar days. This assumes that the entire Fort Bend County area will be accessible within that period. Due to the low elevation and potential for flooding, some areas might not be accessible for several days after a major natural disaster. The contractor must be aware that it might not be possible to initiate operations in all parts of the area simultaneously immediately after a storm. Fort Bend County reserves the right to activate contracts with more than one (1) contractor.

8.2.4 Recycling of debris by the contractor is encouraged and will be coordinated with the Debris Management Center staff. Recycling efforts may also be carried out under the current recycling programs in the county.

8.3 Debris Management

8.3.1 Planning for debris management operations is a function of Fort Bend County Office of Emergency Management. The Debris Manager, in coordination with the JRJ, will direct the debris removal and disposal operations from the Debris Management Center.

8.3.2 In addition to using County and JRJ forces and equipment, Fort Bend County intends to execute one (but reserves the right to execute more than one) debris removal and disposal contract(s) on a contingency basis for the purpose of having contractor(s) immediately available and committed to assisting Fort Bend County and the JRJ in the aftermath of a major disaster. Each contractor holding a debris removal and disposal contract will serve as a General Contractor for the purpose of debris removal and disposal operations, and will be able to use his/her own and subcontractor resources to meet the obligations of the contract.

8.3.3 When a major disaster occurs or it is imminent, Fort Bend County will contact the firm(s) holding Debris Removal and Disposal Contract(s) to advise them of Fort Bend County's intent to activate the contract(s). Debris removal will generally be limited to debris in, upon, or brought to public road rights-of-way, municipal properties and facilities, and other public sites. The contractor will be responsible for determining the method

and manner of debris removal and lawful disposal operations, consistent with this Scope of Work. Disposal, recycling or reuse of debris and related by-products inside the County's jurisdictional boundaries shall require written approval of the Debris Manager. The contractor shall be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all TDSR sites. The term debris management site is also frequently used in the business of debris management. For purposes of this contract the terms debris management site and temporary debris staging and reduction (TDSR) site are considered to be synonymous.

- 8.3.4 When a major disaster occurs or is imminent, Fort Bend County will initially send out an alert to the contractor. This alert will serve to activate the lines of communication between the contractor's representatives and Fort Bend County and may require the contractor to send an Operations Manager to Fort Bend County within 24 hours to begin planning for operations and mobilization. Subsequently, Fort Bend County will issue the first Task Order, which will authorize the contractor to begin mobilizing the personnel and equipment as necessary to perform the stipulated work. The contractor should anticipate receiving this first Task Order from Fort Bend County within the first 24 hours following landfall of a hurricane or occurrence of other disaster. Additional Task Orders will be issued for those JRJ, indicated in a Fort Bend County Task Order, for the debris removal, reduction, and disposal, within the boundaries of the JRJ or the unincorporated County. The contractor shall provide an Operations Supervisor for each Task Order for services. This Operations Supervisor will coordinate all Task Order activities of the contractor within the boundaries of the county and the JRJ.
- 8.3.5 The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way. This will allow residents to return to their properties and bring debris to the right-of-way as recovery progresses. The Debris Management Center will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts. The contractor can assume the scope and schedule for debris removal, as prescribed by the Debris Management Center staff, will be consistent with the description of critical facilities and route clearing priorities based on an assessment of the disaster.
- 8.3.6 TDSR sites will be as identified for the temporary staging and reduction of vegetative and woody debris only. The Debris Manager will identify additional TDSR sites as needed.
- 8.3.7 The contractor will operate the TDSR sites and only contractor vehicles and others specifically authorized by Fort Bend County will be allowed to use the sites. The locations of publicly owned sites currently identified are shown in Exhibit D. Additional sites may become available as plans

develop.

8.3.8 Debris Management Center staff may also establish designated homeowner drop-off sites. The contractor will be responsible for removing all debris from those sites as directed by the Debris Management Center staff.

8.3.9 Curbside segregation of debris and disaster-generated or related wastes will be an element of Fort Bend County's disaster recovery program. The debris removal and disposal contractor will be required to aid in the segregation and waste stream management processes. Waste and debris from hurricanes, and other major storm events, will be classified into the following five categories with responsibility as shown:

> Household trash and putrescible garbage – continued responsibility of Private/Municipal Solid Waste Collection forces and associated contractors.

>Leaves and lawn litter, placed in clear plastic bags, placed by curb or shoulder of road – The Debris Management Center will decide on whether plastic bags are to be co-mingled with the loose vegetative debris or are to be collected separately to facilitate recycling.

>Vegetative and clean, woody debris, suitable for chipping, grinding or burning, loosely stacked, placed by curb or road shoulder. This includes logs, stumps, rootballs, limbs, branches, and complete trees that may be removed and placed by the curb or road shoulder for collection. Any reduction of size of woody debris to make suitable for chipping, grinding or burning is part of the contractor's responsibility for removal and disposal.

>Construction and demolition (C&D) debris, furniture, furnishings, appliances, televisions, home computers, CRTs, etc. suitable for being landfilled or recycled, stacked by curb or shoulder – contractor responsibility for removal and disposal.

>Household Hazardous Waste (HHW), separated from all other types of waste and debris, placed at curb or road shoulder – contractor responsibility for removal and disposal.

8.3.10 Citizens will be advised to separate all waste and debris, to the extent practicable, into the above categories. Failure by the citizens to perform this separation does not relieve the contractor of his/her curbside separation responsibilities, to the extent practicable.

8.3.11 Any Household Hazardous Waste (HHW) mixed in with other debris and collected by the debris removal contractor is to be removed and set aside at the TDSR site. The following items are considered HHW:

- ›Cleaning Products
- ›Batteries
- ›Workshop/Painting Supplies
- ›Aerosol spray cans
- ›Indoor Pesticides
- ›Lawn and Garden Products
- ›Automotive Products
- ›Fluorescent light bulbs
- ›Propane tanks and other compressed gas cylinders
- ›Flammable Products
- ›Home/Office Electronics – computers, TV's, monitors, lithium, and cadmium batteries

8.3.12 The contractor will set up a lined containment area and separate any HHW inadvertently delivered to a TDSR site.

8.3.13 Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor who will be selected by Fort Bend County or the JRJ.

8.4.14 The responsibility for management of debris created by other man-made and natural disasters will be the same as for hurricanes, however, the quantities and the mixture of debris categories could be substantially changed.

9.0 SCOPE OF WORK:

9.1 Overview

9.1.1 The scope of work for this RFP is divided into three (3) parts. Part 1 is for Debris Removal and Disposal Operations. Part 2 is for TDSR Site Operations. Part 3 is Debris Clearance for access from public rights-of-way and public property.

9.1.2 Specific work authorizations by the Debris Management Center shall be through written approved Task Orders. Task Orders will define the job to be accomplished, location of job, time frame for completion, rates to be used, etc.

- 9.1.3 The contractor shall commence mobilization immediately upon receipt of the mobilization Task Order, meeting the following progress patterns: 36 hours- 25%, 72 hours- 50%, 96 hours- 75%, and 120 hours- 100%. This represents a minimum response schedule and does not restrict an earlier response. Subsequently, the Debris Management Center may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work. The contractor shall perform in accordance with each Task Order for those municipalities established by Fort Bend County as JRJ. Each Task Order is uniquely and sequentially numbered.
- 9.1.4 Contractor shall be knowledgeable on the rules and regulations governing the transport of heavy equipment and oversized loads across state boundaries. An emergency situation in Fort Bend County does not assure any waiver of regulations or assistance in expediting equipment transportation by other states.
- 9.1.5 The contractor must be duly licensed to perform the work in accordance with the State of Texas and local code requirements. The contractor shall obtain all permits necessary to complete the work. The contractor shall be responsible for determining what additional permits and licenses are necessary to perform under the contract. Copies of all permits and licenses shall be submitted to the Debris Manager as soon as available.
- 9.1.6 The quantity of work required to complete this contract is estimated. The actual effort required may be more or less than the estimated amount shown in the Price Form Exhibit A. Payment will be made at the unit rates proposed by the contractor. The output will be verified by the Debris Management Center in the daily operational report. Should hourly rates be used to pay for certain equipment, then preventative maintenance not in excess of fifteen (15) minutes in a normal workday will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.
- 9.1.7 The contractor shall be responsible for correcting any notices of violations issued as a result of the contractor's or any subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to Fort Bend County or the JRJ.

9.1.8 The contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private contractors.

9.1.9 The contractor shall ensure that wherever non-English speaking crews are utilized, at least one crew supervisor must be fluent in English.

9.2 Part 1 – Debris Removal and Disposal Operations

9.2.1 The purpose of Part 1 of this scope of work is to define the requirements for debris removal and disposal operations after any catastrophic disaster within the Fort Bend County area.

9.2.2 The contractor shall provide equipment, operators and laborers for debris removal operations. The contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this contract.

9.2.3 All rates are to be fully costed, inclusive of the cost of protective clothing (to include hardhats, steel-toed boots, reflective vests, eye protection, etc.), fringe benefits, hand tools, supervision, transportation, traffic control and any other costs.

9.2.4 The work shall consist of removing and disposing of disaster generated debris as directed by the Debris Management Center. During the course of this contract, and once operations have commenced, the contractor shall not relocate any equipment or labor assets, including subcontractors, from one JRJ to another without giving 24 hours advanced notice of the intended relocation to the Debris Management Center. In addition to this requirement for advanced notice, the contractor will complete all debris loading and hauling operations that have been started on any particular pass through a neighborhood.

9.2.5 The debris, once loaded and removed from the public right-of-way or other public property, shall become the property of the contractor. The Debris Management Center will identify TDSR sites, to the extent they are available, for the contractor's use in volume reduction efforts and recycling programs.

Work may include:

>Removing debris from public rights-of-way and public property, if authorized.

>Constructing TDSR sites, as required, at locations selected and approved

by the Debris Management Center.

>Loading and hauling debris from public rights-of-way and public property to TDSR sites, or authorized disposal facilities and dumping.

>Managing and operating the TDSR sites and loading debris reduction by-products for hauling and final disposal.

>Performing debris by-product recycling programs, as approved by the Debris Management Center.

>Hauling non-recycled debris and debris reduction by-products to an authorized disposal facility.

>Providing traffic control during debris loading operations on public rights-of-way.

9.2.6 The contractor shall be responsible for all tipping fees at all disposal sites and authorized landfills. Debris delivered to a TDSR site will be paid based on the price per cubic yard for unreduced debris and the distance hauled according to Items 1.0 through 4.0 of Part A of the Price Form.

9.3 TDSR Sites

9.3.1 The contractor shall use only TDSR sites designated by the Debris Management Center. The contractor shall not assume that TDSR sites and landfills, located outside of the jurisdictional boundaries of the agency initiating a Task Order, are available to the contractor unless so specified in the Task Order.

9.3.2 The TDSR site foreman is appointed by the contractor and shall direct all dumping operations and will coordinate removal of debris, and reduction by-products to authorized locations for subsequent disposal or to recycling processors selected by the contractor and approved by the Debris Manager.

9.4 Equipment

9.4.1 All trucks, trailers and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks and trailers used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and that will permit the trucks to be filled to capacity. Cyclone fence may be used as temporary tailgates if they comply with the following specifications:

- >Fencing must be permanently attached to one side of the truck bed.
 - >After loading, the fencing must be effectively attached to the other side of the truck bed with an installed closure device or tied effectively to the other side of the truck bed at two places with heavy gauge wire.
 - >Fencing must extend from the top of the box to the bottom of the bed.
 - >After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.
 - >Solid iron metal bars must be secured to both sides of the fencing.
- 9.4.2 All trucks and trailers must be suitable for being loaded by mechanized equipment. The Debris Manager desires that the contractor maximize the use of self-loading trucks equipped with grapples or loaders with grapple attachments to reduce potential collateral damage and to expedite the cleanup operation. ***Hand loading of trucks or trailers must be approved in writing by the Debris Manager before being put into operation.*** Trucks that do not comply with these conditions may be approved for use, depending upon the needs of Fort Bend County and the JRJ, but a deduction will be made to the measured maximum volume to account for reduced compaction capability and inefficiency of operation. The Debris Manager's decision shall be final.
- 9.4.3 The contractor shall submit to the Debris Management Center certifications indicating the type of vehicle, make and model, license plate number, and equipment number. The Debris Management Center and the contractor will conduct joint measurements of the inside of all trucks and trailers designated to haul debris under this contract. Measured volume will be in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed by the contractor and the Debris Management Center representative. Maximum volumes may be rounded to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each vehicle. The Debris Management Center reserves the right to re-measure trucks and trailers at any time to verify reported capacity.
- 9.4.4 All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Wooden sideboards, if installed, must be constructed of 2" x 6" boards or greater and may not extend more than 2-feet above the metal bedsides. Once installed all sideboard extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the normal

manufactured bed, and any exceptions to the above requirements, must be approved in writing by the Debris Manager. Plywood extensions are not permitted.

- 9.4.5 Trucks or equipment that are designated for use under this contract shall not be used for any other work. The contractor shall not solicit work from private citizens or others to be performed in the designated JRJ or County during the period of this contract. Under no circumstance will the contractor mix debris hauled for others with debris hauled under this contract. Neither will the contractor mix debris being hauled for different JRJ prior to delivery to a TDSR site.

9.5 Securing Debris

- 9.5.1 The contractor shall be responsible for properly and adequately securing debris on each vehicle utilized to haul debris. Prior to leaving the loading site, the contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the vehicle in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided by the contractor to prevent reduction by-products and other materials from being blown from the bed during hauls to TDSR sites or to a final disposal site.
- 9.5.2 The overall maximum height of hauling vehicle, including sideboards and debris, shall be no greater than 13 feet 6 inches, or as approved by the Debris Management Center. The 13 feet 6 inch height restriction is intended to ensure that vertically protruding debris or equipment does not snag traffic signals, conductors, and support wiring. The contractor must also verify the clearance of bridges and overpasses on all routes to be used, however, any such structure, with clearance less than 13 feet 6 inches, should be placarded showing the reduced clearance. Maximum width of a truck should be no greater than 8 feet 6 inches wide. The contractor is not relieved of the responsibility for verifying clearance for all overhead structures and wires.

9.6 Equipment Signage

- 9.6.1 Prior to commencing operations, the contractor shall affix to each piece of equipment, signs or markings indicating the Owner Operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the measured load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be 3 inches in height.

9.7 Other Considerations

- 9.7.1 The contractor shall assign and provide an Operations Manager (OM) to the Debris Management Center to serve as the principal liaison between the Debris Manager and the contractor's forces. The assigned OM must be knowledgeable of all facts of the contractor's operations and have authority in writing to commit the contractor. The OM shall be on call 24 hours per day, seven days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangement for on-site accommodations. This linkage shall provide immediate contact capabilities via telephone, cell phone, Fax machine, and the Internet. The OM will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. The OM will report to the Debris Manager. This position will not require constant presence; rather the OM will be required to be physically capable of responding to the Debris Manager within one hour of notification.
- 9.7.2 In like manner, the contractor's Operations Manager shall assign and provide an Operations Supervisor for each JRJ that is identified in an open Task Order. These subordinate Operations Supervisors are responsible to the contractor's Operations Manager and serve as the contractor's day-to-day point of contact and representative with the JRJ and the Debris Management Center. Depending upon the magnitude and complexity of the debris removal operations, it may be permissible to allow an individual Operations Supervisor to represent the contractor and the Operations Manager with more than one open Task Order. Multiple assignments for Operations Supervisors require the approval of the Debris Manager.
- 9.7.3 The contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.
- 9.7.4 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. Additionally, the contractor shall pay for all materials, tools, equipment, safety equipment, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 9.7.5 The County or JRJ TDSR site monitors and the disposal facility monitors will use their best judgment in estimating the quantity of debris in the trucks. For purposes of this contract the County or JRJ monitors are the final authority. Trucks are assumed to be carrying 100% full loads, but deductions will be made for: consolidation during hauling, lightly packed loads with excessive air voids, and voids caused by incomplete loading at

the loading site. For reference on deductions from a 100% full load that can be expected, see the examples provided in Exhibit F.

9.8 Part 2 – Temporary Debris Staging and Reduction Site Operations

- 9.8.1 The purpose of Part 2 of this scope of work is to define the requirements for TDSR site Operations after any catastrophic disaster within Fort Bend County.
- 9.8.2 The scope of work for TDSR Site Operations consists of two elements. The first element includes site setup/preparation and site closeout/restoration to include clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, limerock or crushed concrete access roads, sodding or reseeded, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition. The second element is site operations and material processing.
- 9.8.3 Additional guidance on the procedures for TDSR site setup, operation and close out are provided in Exhibit G.
- 9.8.4 The contractor shall provide equipment, operators, and laborers for TDSR site operations as specified by Task Order. Unit prices provided in the Price Form, Part A, shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, and insurance) all equipment under this contract.
- 9.8.5 For work performed on a Time and Materials basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment including labor and operator unless costs identified separately in the Task Order.
- 9.8.6 All rates shall include the cost of protective clothing (to include hardhats, steel-toed boots, reflective vests, eye protection, etc.), fringe benefits, hand tools, supervision, transportation, and any other costs.
- 9.8.7 The work shall consist of managing the operations of a TDSR site and performing debris reduction by air curtain incineration and/or grinding of storm generated debris as directed by the Debris Manager, and recycling of marketable material by the contractor.
- 9.8.8 The County plans to use only vegetative TDSR sites that will be devoted to the reduction of clean woody debris by either burning or grinding, if the disaster is related to a hurricane or other major storm event.

- 9.8.9 Mixed debris and Construction & Demolition (C&D) debris will be hauled directly to a County identified temporary transfer point or authorized disposal sites. All currently authorized disposal sites are shown in Exhibit H. Additional sites may be identified as work progresses.
- 9.8.10 The establishment of C&D TDSR sites, to operate as transfer points, will be authorized if the situation involves other types of man-made or natural disasters with greater volumes of C&D debris.
- 9.8.11 Material coming into the vegetative TDSR sites will be measured and paid for by the inbound truck measured in cubic yard according to the Price Form, Part A.
- 9.8.12 Locations of all TDSR sites will be provided by the Debris Management Center and currently identified sites are shown in Exhibit D. The Debris Manager must approve site improvements before work begins. No additional costs, other than those in the Price Form, are permitted.
- 9.8.13 When performing a Task Order using Part B Hourly Prices, the contractor shall submit a report to the Debris Manager by 11:00 a.m. each business day, for the previous day's work for the term of the Task Order. A sample Task Order is provided by Exhibit I. Each report shall contain, at a minimum, the following information:
- ›Contractor's Name
 - ›Contract Number
 - ›Task Order Number
 - ›Daily and cumulative hours for each piece of equipment, if appropriate
 - ›Daily and cumulative hours for personnel, by position, if appropriate
 - ›Volumes of debris handled
 - ›Volume of debris burnt, ground and/or recycled
- 9.8.14 Failure to provide audit quality information will subject contractor to non-payment in each instance at the sole discretion of the Debris Manager.
- 9.8.15 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. Additionally, the contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 9.8.16 The contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.
- 9.8.17 The County will not provide to the contractor potable water, sewage treatment, fuel, electricity, other utilities, or other personnel, materials or equipment deemed necessary to operate the vegetative debris volume

reduction or temporary C&D debris storage site(s).

- 9.8.18 The contractor shall provide utility clearances and sanitation facilities, if needed. The contractor shall protect existing infrastructure at the sites and repair any damage caused by his operations at no additional cost.
- 9.8.19 The contractor shall be responsible for installing site security measures and maintaining security for operations at the site.
- 9.8.20 The contractor shall manage the site to minimize the risk of fire.
- 9.8.21 The contractor shall be responsible for the closure of the TDSR site(s) within 30 calendar days of receiving the last load of disaster-related debris. This closure shall include removal of site equipment, debris, and all remnants from the processing/storage operation (such as temporary toilets, observation towers, security fence, etc.), and grading the site, and restoring the site to pre-work conditions. The site will be restored in accordance with all local requirements. The contractor is responsible for the proper disposal of non-burnable and unprocessed debris and wood chips. Disposal of the hazardous waste debris and home/office electronic devices is not the responsibility of the contractor under this contract. The disposal of hazardous waste debris and home/office electronic devices is to be coordinated through the Debris Management Center. The contractor shall receive approval from the Debris Manager as to the final acceptance of a site closure. Final payment shall be released to the contractor upon acceptance of the site by the Debris Manager.

9.9 Part 3 – Debris Clearance (for access) from Public Rights-of-Way and Public Property

- 9.9.1 The County provides debris management, including the clearance (moving debris from the middle of the road, etc.) of debris from public rights-of-way and public property. The County and JRJ intend to perform debris clearance for access with their own forces or under existing contractual agreements between the JRJ and contracted firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner.
- 9.9.2 This debris clearance is to be considered a supplemental service. It is anticipated that debris clearance activities would be conducted, if needed, on a time and material basis with a limit of 70 hours using the rates in the Price Form, Part B.

10.0 MISCELLANEOUS REQUIREMENTS:

10.1 TDSR Site Foreman

10.1.1 The TDSR site foreman, provided by the contractor, is responsible for management of all operations of the TDSR site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety. The TDSR site foreman will coordinate directly with the County / JRJ site monitors.

10.1.2 The TDSR site foreman will be responsible for documenting equipment and labor time, quantities of debris received, processed materials hauled away, and providing the daily operational report to the contractor's Operations Manager, for further delivery to the Debris Manager.

10.2 TDSR Site Night Foreman

10.2.1 The TDSR site night foreman, provided by the contractor, is responsible for managing all night operations approved by the Debris Management Center. Coordination with the County's/Joint Resolution Jurisdiction's site monitors is required.

10.2.2 The TDSR site night foreman will be responsible for documenting equipment and labor time, quantities of materials processed, and providing the daily operational report to the contractor's Operations Manager, for further delivery to the Debris Manager.

10.3 TDSR Site Management Plan

10.3.1 Once the TDSR site is identified by the Debris Manager, the contractor will provide a Site Management Plan.

10.3.2 Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1 inch = 50 feet and address following functions:

- Access to site
 - Site preparation – clearing, erosion, and grading
 - Traffic control procedures
 - Safety
 - Segregation of debris
 - Location of ash disposal area, hazardous material containment area, contractor work, area, and inspection tower
 - Location of grinding operations and incineration operations (if required). Burning operations require a 200-foot clearance from the stockpile and 500-foot clearance from structures, roadways or wooded areas. Tub grinding operations require a minimum 300-foot exclusion zone.
 - Location of existing structures or sensitive areas requiring protection.

10.4 Inspection Tower

10.4.1 The contractor shall construct an inspection tower at each TDSR site. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8 feet by 8 feet, constructed of 2 inch x 8 inch joists, 16 inch on-center with $\frac{3}{4}$ inch plywood supported by a minimum of four 6 inch x 6 inch posts. A 4-foot high wall constructed of 2 inch x 4 inch studs and $\frac{1}{2}$ inch 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 feet – 6 inches of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower will be anchored to the ground to prevent blow-over. Construction alternatives may be authorized by the Debris Manager but will, as a minimum, provide the same dimensions and safety considerations.

10.4.2 The TDSR site, including the inspection tower, will be periodically inspected for compliance with established safety criteria. A sample Debris Site Safety Audit Form is at Exhibit J. The contractor is responsible for assuring compliance and all costs associated with compliance to these criteria.

10.5 Household Hazardous Waste Containment Area

10.5.1 The contractor shall construct a HHW containment area at each TDSR site. This area shall be a minimum of 30 feet x 30 feet. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gage plastic to provide a waterproof barrier. A six-inch layer of sand will be added as an absorbent and to protect plastic from puncture or tear. Additional plastic sufficient to cover the area is required to prevent rain from entering the containment area. Site run-off must be redirected from the containment area by site grading.

10.6 Private Property Access

10.6.1 The contractor is not authorized to perform work on private property and shall not seek or accept requests from private property owners to perform debris clearing or removal activities. Under certain circumstances, it may benefit all parties to the contract to obtain access to private property, or permission to cross private property, for the purpose of clearing and removing debris from public property or public rights-of-way. For such situations, a sample Right of Entry Agreement Form is provided as Exhibit K.

10.7 Recycling Program

10.7.1 Fort Bend County will consider the recycling programs that are available in the County in the process of assigning the contractor to use specific disposal locations. Recycling of construction and demolition (C&D) debris, through material salvage, and recycling of clean, woody debris by mulching and composting is within the County's Solid Waste mission and will be pursued to the extent practicable.

10.7.2 Recycling of debris removed by the contractor is encouraged. The contractor may be able to assume ownership of the debris upon collection and removal from public rights-of-way or public property. Ownership of the debris may be transferred to the contractor in whole or in part, and in either case, the following conditions will apply:

10.7.2.1 The TDSR sites may be available for use by the contractor in the recycling efforts. However, the availability and environmental permitting will not be extended for TDSR sites beyond that required for normal debris reduction and disposal activities.

10.7.2.2 The sale of marketable timber, chips, mulch and other recyclable materials is authorized.

10.8 Debris Collection Efficiency/Cleanliness

10.8.1 The contractor is responsible for collecting and removing, from public rights-of-way and public property, all debris that exceeds in size, weight, volume, or shape that which can reasonably be collected by the average homeowner using a rake, broom, shovel and plastic bags. Homeowners are responsible for collecting the small residual quantities of leaves, dirt, sawdust, twigs and similar small items of debris that can be readily put into plastic bags. Except for the above, the contractor will collect and remove all debris existing on a street during each pass and not leave any debris for subsequent passes. This does not preclude the contractor from using separate vehicles and crews to: separate plastic bags from other vegetative debris; collecting C&D debris; collecting recyclable timber or from hauling stumps with rootballs. The contractor will organize his equipment and crews so that all types of debris are collected within any one pass.

10.9 Damages to Public or Private Property

10.9.1 The contractor shall be responsible for any damage to private or public property that results from his debris collection and removal activities. The decision of the Debris Manager is final. Repair of damaged areas will be performed by the contractor immediately. The affected area or item will be restored to equal or better than its original condition. The contractor shall supply the Debris Management Center with semi-weekly lists showing all

damage claims that have been settled and all claim issues that remain outstanding.

10.10 Debris Removal from Drainage Systems

10.10.1 The contractor may be required to clear debris from various ditches, canals, streams, lakes, reservoirs, structures and other drainage system components. This clearing may require either hauling or disposal on site, as directed by the Debris Manager. The Debris Management Center will develop a scope of work for each system component including: description of debris to be removed including sizes and numbers of trees, locations, photographs, access points and similar information. The contractor will submit lump sum cost estimates for each location with unit pricing taken from Part B of the Price Form. The contractor shall perform each scope of work under an approved Task Order.

10.11 Tree and Limb Removal with Specialized Equipment

10.11.1 The contractor may be required to remove hazardous hanging limbs and branches that have not completely fallen to the ground and hazardous leaning or damaged trees that are still standing. The determination of the existence of a hazardous situation is the responsibility of the Debris Manager and direction to proceed and pricing will be handled in a similar manner as Debris Removal from Drainage Systems. The contractor shall perform each scope of work under an approved Task Order.

10.12 Removal of Hazardous Stumps

10.12.1 The contract may be required to remove hazardous stumps that have not been fully uprooted, by grinding or digging. The determination of the existence of a hazardous situation is the responsibility of the Debris Manager. Direction to proceed and pricing will be handled similar to Debris Removal from Drainage Systems and tree and limb removal. The loading, hauling and dumping of these stumps, as well as of stumps and rootballs that are already uprooted (not requiring extensive digging or grinding) shall be paid under Items 1.0 through 4.0 or 7.0 through 9.0, as appropriate. The contractor shall perform each scope of work under an approved Task Order.

11.0 HOUSEHOLD HAZARDOUS WASTE:

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of Household Hazardous Waste (HHW). The contractor must agree to assume generator status and be responsible for preparing and signing all manifests related to the end user's household hazardous collection and/or disposal facility. The removal, transportation, and disposal of HHW includes obtaining all necessary

Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

12.0 RIGHT-OF-WAY WHITE GOODS DEBRIS REMOVAL:

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the removal, transportation, and disposal of White Goods. White Goods containing refrigerants will be hauled to a County approved staging area where certified technicians will remove the refrigerants. The removal, transportation, and disposal of White Goods includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

13.0 FREON REMOVAL:

Under this contract, work shall consist of the removal and disposal of refrigerants from items containing Freon in areas identified and approved by the County. The Freon containing items will be hauled to a County approved staging area under the terms and conditions of this contract and subsequently the Freon will be removed and disposed of by a certified technician before the unit is recycled or disposed. The removal, transportation and disposal of Freon includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

14.0 ADDITIONAL CONSIDERATIONS:

- 14.1 The Debris Manager shall have the right to terminate this contract or a part thereof before the work is completed in the event:
 - 14.1.1 Previous unknown circumstances arise making it desirable in the public interest to void the contract.
 - 14.1.2 The contractor is not adequately complying with the specifications.
 - 14.1.3 Proper techniques are not being followed after warning notification by the Debris Management Center.
 - 14.1.4 The contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel or workers or proper equipment of the specified quality and quantity.
 - 14.1.5 The contractor, in the judgment of the Debris Management Center, is unnecessarily or willfully delaying the performance and completion of the work.
 - 14.1.6 The contractor refuses to proceed with work when and as directed by the Debris Management Center.

14.4.7 The contractor abandons the work.

14.4.8 The contractor employs subcontractors who are on the Federal debarred listing.

15.0 PERFORMANCE SCHEDULE:

15.1 Immediately following the mobilization Task Order being issued, the contractor shall meet with the Debris Manager to discuss matters of judgment, safety, quality control, coordination, payment, record keeping, and reporting.

15.2. At each vegetative debris reduction site, the contractor is required to grind a minimum of 200-250 cubic yards per hour per grinder with a maximum of 6 hours of down time for service per 24 hours. The minimum required reduction/disposal rate shall be achieved no later than the third calendar day after receipt of the mobilization Task Order. Liquidated damages shall be assessed at \$500.00 per calendar day for any day in which the minimum processing rate is not met, unless non-compliance is due to insufficient debris amounts being delivered to the site.

15.3 All work, including site restoration prior to close-out, shall be completed within 30 calendar days after receiving notice from the Debris Management Center that the last load of debris has been delivered, unless the Debris Manager initiates additions or deletions to the contract by written change orders. Liquidated damages shall be assessed at \$1,000.00 per calendar day for any time over the maximum allowable time established above.

15.4 Unless directed otherwise by the Debris Management Center, the contractor shall conduct volumetric reduction operations 24 hours per day, 7 days per week. Hauling of debris from public rights-of-way and public property will be limited to day-light hours, 7 days per week.

16.0 CONTRACTOR PETROLEUM, OIL, LUBRICANT (POL) SPILLS:

16.1 The contractor shall be responsible for reporting to the Debris Management Center and cleaning up all petroleum, oil, lubricant (POL) spills caused by the contractor's operations at no additional cost.

16.2 Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable federal and local laws and regulations.

16.3 Spills other than on-the-site shall be reported to the National Response Center, and the Debris Management Center immediately following discovery. A written follow-up shall be submitted to the Debris Management Center not later than 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, 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 of 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 communications the contractor has had with press or other officials.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- Corrective actions taken to prevent reoccurrence of similar event.

17.0 PIGGYBACKING:

No other governmental entities are permitted to utilize this agreement in accordance with FEMA regulations.

18.0 PAYMENT:

- 18.1 Payment for debris hauled will be based on the quantity of debris hauled in truck/trailer measured cubic yards and the distance hauled from the loading area to the TDSR site or final disposal site. The County will utilize standardized mapping (ex. Google Maps, Map Quest, etc.) to determine shortest route distance. Debris hauled to a TDSR site will require a validated load ticket provided by the TDSR site contractor. Drivers will be given load tickets at the loading site by a loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the TDSR site by a County TDSR site monitor. The estimated quantity will be recorded on the load ticket. The TDSR site monitor will retain one copy of the load ticket and the driver will retain two copies of the load ticket. Debris being hauled to a permanent disposal site will be paid based on cubic yards and the distance hauled recorded on an approved load ticket. Payment will be made against the contractor's invoice once site monitor and contractor load tickets or scale tickets match. The contractor must provide a five (5) part NCR load ticket preprinted with Fort Bend County. A sample debris load ticket is provided in Exhibit E.
- 18.2 Contractor invoices for services performed under the first and subsequent Task Orders, should be presented for payment to the Debris Management Center. Each invoice shall address only one Task Order to facilitate payment.
- 18.3 Contractor to submit invoices regularly and for no more than 30-day periods.

19.0 GENERAL REQUIREMENT:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

- 19.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Letter of Transmittal
	Table of Contents
	Executive Summary
1	Pricing
2	Company Experience
3	Company Management Plan
4	Required forms (insurance, vendor forms, W9, debt form)

- 19.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

- 19.3 Executive Summary - This part of the response to the Proposal should be limited to a brief narrative highlighting the Respondent's proposal. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.

- 19.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Pricing (weight factor = 40%)

- Provide detailed pricing utilizing pricing matrix.

Tab 2

Company Experience (weight factor = 30%)

- Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing debris removal services for municipal/county governments. List last ten (10) activated contracts; provide the name and address of each

activation, start date and completion date of activation, contact person, phone number and email address and total quantity of removed debris in yardage.

- Provide listing of current debris removal contracts, for the Gulf Coast area, your firm will be expected to activate.

Tab 3

Company's Management Plan (weight factor = 20%)

- Provide a detailed submission of your ability to manage debris sites including, but not limited to prompt payments for services rendered by subcontractors.
- Provide information regarding compliance with all FEMA rules and regulations.
- Provide a subcontractor plan to include a clear description of the percentage of the work that may be subcontracted out, how subcontractors will be notified to comply with Section 19.0.

Tab 4

Required forms and overall completeness of submission (weight factor = 10%)

- Proof of Insurance
- Proof of bonding capability
- Completed vendor forms
- Completed W9 form
- Completed debt form

20.0 AWARD:

The County will select the respondent whose proposal is the highest evaluated and responsible for the County. Contractual commitments are contingent upon the availability of funds, as evidenced by the issuance of a purchase order. All contracts are subject to the approval of the County's legal counsel and Commissioners' Court, prior to execution. Once awarded, the contract will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing.

21.0 DEBARMENT:

The contractor certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency.

22.0 SMALL, MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS:

Contractor will take all necessary affirmative steps to assure that qualified small, minority firms, women's business enterprises, and labor surplus area firms are used when possible by (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

23.0 AMENDMENTS OR MODIFICATIONS AFTER AWARD:

Any amendments or modifications required after contract award will be presented in writing to Fort Bend County Purchasing. All amendments or modifications require Commissioners Court approval.

24.0 ADDITIONAL REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

- 24.1 Vendor Form
- 24.2 W9 Form
- 24.3 Tax Form/Debt/Residence Certification

25.0 EXHIBITS:

- Exhibit A: Pricing sheets
- Exhibit B: County and Joint Resolution Jurisdictions Boundaries
- Exhibit C: Debris Estimates
- Exhibit D: Temporary Debris Staging & Reduction Sites
- Exhibit E: Sample Debris Load Ticket
- Exhibit F: Truck/Trailer Load Deductions

Exhibit G: Temporary Debris Staging and Reduction Site Setup, Operation, Closeout Guidelines

Exhibit H: Potential Landfill Locations

Exhibit I: Sample Task Order

Exhibit J: Debris Site Safety Audit Form

Exhibit K: Right of Entry/Hold Harmless Agreement Form

EXHIBIT B

**COUNTY AND JOINT RESOLUTIONS
JURISDICTIONS BOUNDARIES**



SIMONTON

FULSHEAR

WESTON LAKES

MEADOWS PLACE

STAFFORD

ORCHARD

RICHMOND

MISSOURI CITY

ROSENBERG

ARCOLA

BEASLEY

PLEAK

THOMPSONS

KENDLETON

FAIRCHILDS

NEEDVILLE

Zone Map

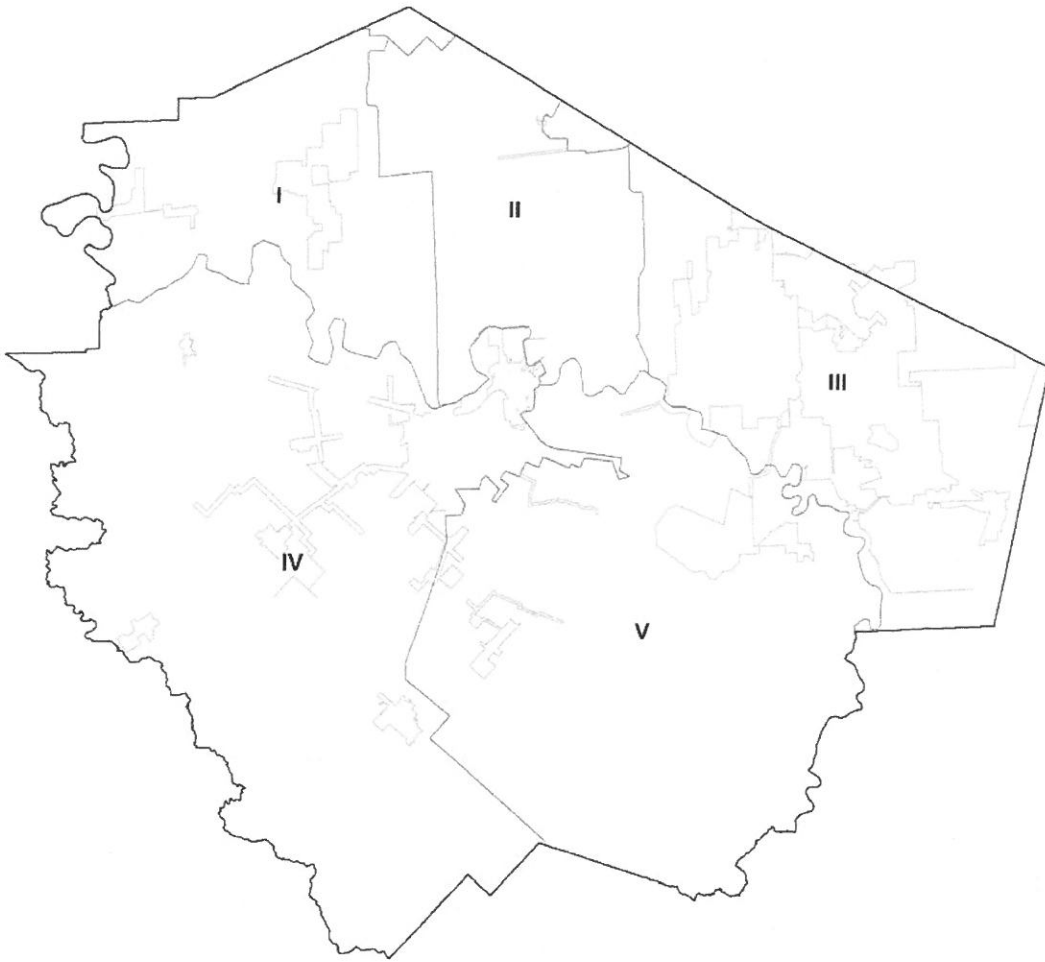


EXHIBIT C

**DEBRIS ESTIMATES FOR COUNTY
AND
JOINT RESOLUTION JURISDICTIONS**

DEBRIS ESTIMATES FOR FORT BEND COUNTY
AND
JOINT RESOLUTION JURISDICTIONS

COUNTY/ JOINT RESOLUTION JURISDICTIONS	DEBRIS ESTIMATES (CUBIC YARDS)	TEMPORARY STORAGE SITE REQUIREMENTS (ACRES)
City of Arcola	19,204	10
City of Beasley	5,075	10
City of Fairchilds	3,867	10
City of Fulshear	8,519	10
City of Kendleton	6,503	10
City of Meadows Place	29,725	10
City of Missouri City	423,945	10
City of Needville	16,368	10
City of Orchard	3,842	10
City of Richmond	50,809	10
City of Rosenberg	140,611	10
City of Simonton	10,880	10
City of Stafford	78,253	10
City of Weston Lakes	3,000	10
Town of Thompsons	2,417	10
Village of Pleak	5,536	10
Unincorporated Fort Bend County	1,810,378	10

NOTE: Estimates based on a Category 3 wet hurricane with 50% of structures damaged.

EXHIBIT D

TEMPORARY DEBRIS STAGING & REDUCTION SITES

FORT BEND COUNTY
TDSR SITE INVESTIGATIONS SUMMARY SHEET

1. Possible TDSR Sites

- a. Name: TDC - Harlem Road
 - 1) Address: Between U.S. 90A and John Sharp Road, Richmond, TX
 - 2) Owner: Fort Bend County
 - 3) Site size (acres): 10 acres
 - 4) Fenced? Yes
 - 5) Road access: Yes
 - 6) Environmental concerns: None

- b. Name: Fresno
 - 1) Address: FM 521, Just North of Parks Department, Fresno, TX
 - 2) Owner: Fort Bend County, Precinct II
 - 3) Site size (acres): 8 acres
 - 4) Fenced? Yes
 - 5) Road access: Yes
 - 6) Environmental concerns: None

- c. Name: Blue Hole Park
 - 1) Address: Charlie Roberts Lane, Kendleton, TX
 - 2) Owner: Fort Bend County
 - 3) Site size (acres): 10 acres
 - 4) Fenced? Yes
 - 5) Road access: Yes
 - 6) Environmental concerns: None

- d. Name: Fort Bend County Fairgrounds
 - 1) Address: 4310 Highway 36, Rosenberg
 - 2) Owner: Fort Bend County
 - 3) Site size (acres): 30 acres
 - 4) Fenced? Yes
 - 5) Road access: Yes
 - 6) Environmental concerns: None

- e. Name: Needville-Padon Road Stockpile
 - 1) Address: Near Needville-Fairchilds Road
 - 2) Owner: Private
 - 3) Site size (acres): 10+ acres
 - 4) Fenced? Yes
 - 5) Road access: Yes
 - 6) Environmental concerns: None

- f. Name: Thompsons-Texas Genco
 - 1) Address: (Specific location to be determined as needed)
 - 2) Owner: Texas Genco
 - 3) Site size (acres): 10 to 20 acres
 - 4) Fenced? Yes
 - 5) Road access: Yes
 - 6) Environmental concerns: None

- g. Name: Arcola
 - 1) Address: FM 521, Arcola, TX
 - 2) Owner: Private
 - 3) Site size (acres): 15 to 17 acres
 - 4) Fenced? Yes
 - 5) Road access: Yes
 - 6) Environmental concerns: None

- h. Name: FM 723
 - 1) Address: FM 723, Rosenberg, TX
 - 2) Owner: Private
 - 3) Site size (acres): 10 to 20 acres
 - 4) Fenced? Yes
 - 5) Road access: Yes
 - 6) Environmental concerns: None

- i. Name: FM 1093
 - 1) Address: FM 1093, Katy, TX
 - 2) Owner: Fort Bend County
 - 3) Site size (acres): 10 acres
 - 4) Fenced? Yes
 - 5) Road access: Yes
 - 6) Environmental concerns: None

- j. Name: City of Stafford
 - 1) Address: SW intersection of Cash Rd and Green Land Drive
 - 2) Owner: City of Stafford
 - 3) Site size (acres): 10 acres
 - 4) Fenced? No
 - 5) Road access: Yes
 - 6) Environmental concerns: None

- k. Name: City of Stafford
 - 1) Address: South of the line of Stafford Center Drive, boundaries by Briarside Drive and Green Land Dr.
 - 2) Owner: City of Stafford
 - 3) Site size (acres): 12 acres
 - 4) Fenced? No
 - 5) Road access: Yes
 - 6) Environmental concerns: None

1. Name: Sprint Sand Pit
 - 1) Address: Fulshear-Gaston Road, Richmond
 - 2) Owner: Sprint Landfill
 - 3) Site size (acres): 20 acres
 - 4) Fenced? Yes
 - 5) Road access: Yes
 - 6) Environmental concerns: None

Note: The sites identified above are subject to change.

EXHIBIT E

SAMPLE DEBRIS LOAD TICKET

**FORT BEND COUNTY
ROAD & BRIDGE DEPARTMENT
LOAD TICKET**

Section 1		
Ticket Number:		3201
Prime Contractor:		
Sub-Contractor		
Departure Date:	Departure Time:	am/pm
Driver's Name (Print):		
Truck License Number:	Truck I.D.#:	
Measured Inside Bed Capacity (cu. yds.):		
Debris Pickup Site Location: (Must be a street address or intersection)		
Debris Type (check one)	<input type="checkbox"/> Vegetation	<input type="checkbox"/> C & D
	<input type="checkbox"/> Mixed	<input type="checkbox"/> Other
Loading Site Monitor: Print Name _____		
Signature: _____		
Section 2		Debris Disposal Site Location:
Arrival Date:	Arrival Time:	am/pm
Estimated Debris Quantity (cu. yds.)		
Disposal Site Monitor: Print Name _____		
Signature: _____		
Remarks:		
<small>White – Load Site Monitor Green – Disposal Site Monitor Canary, Pink, Gold – On Site Contractor's Representative or Driver</small>		

EXHIBIT F

TRUCK / TRAILER LOAD DEDUCTIONS

Trucks and trailers must have tail gates that go to the top of the box. If hand loaded, then the quantity will normally be reduced by one half of the measured capacity of the box due to being lightly loaded. If material is stood up then the estimated capacity should be reduced.

If any questions have the driver empty the load at a separate location and measure.

If you have scales, then weigh the load. A cubic yard of woody debris should weigh approximately 250 - 300 pounds.



Trailer lightly loaded – estimate at one half of measured volume. Example: if measured at 30 CY then the load would be reduced to 15 CY. The 15 CY estimate would be recorded on the load ticket.



Lightly loaded truck without tail gate



A portopotty is approximately 2 cubic yards. Use this to visualize the amount to deduct when a truck is not completely loaded.

If a truck has voids that equal two (2) portopotties and the truck was measured at 18 cubic yards, then the quantity hauled will be recorded on the load ticket as 14 CY.

Formula: $18\text{CY} - 4\text{CY} = 14\text{CY}$.

EXHIBIT G

**TEMPORARY DEBRIS STAGING AND REDUCTION SITE SETUP,
OPERATION AND CLOSEOUT
GUIDELINES**

Temporary Debris Staging and Reduction Site Setup, Operation and Closeout Guidelines

1. Temporary Debris Staging and Reduction Site Setup

The topography and soil/substrate conditions shall be evaluated to determine best site layout. When planning site preparation, the contractor shall incorporate restoration measures. For example, if the local soils are very thin, the topsoil can be scraped and stockpiled in perimeter berms. Upon site closeout, the uncontaminated soil can be spread to preserve the integrity of the tillable soils.

The following site baseline data checklist shall be used to evaluate a site before the contractor begins operations and used during and after to ensure that site conditions are properly documented.

2. Temporary Debris Staging and Reduction (TDSR) Site Baseline Data Checklist

Before activities begin, the contractor shall:

- Take ground or aerial video and photographs.
- Note important features, such as structures, fences, culverts, and landscaping.
- Take random soil samples, if required.
- Take random groundwater samples, if required.
- Take water samples from existing wells, if required.
- Check the site for volatile organic compounds, if required.
- Comply with all Federal, State and Local permit conditions, as applicable.

After activities begin, the contractor shall:

- Establish groundwater-monitoring wells.
- Take groundwater samples.
- Take spot soil samples at household hazardous waste, ash, and fuel storage areas, as applicable.
- Maintain construction entrance.
- Perform dust control, if required.

Progressive updates, the contractor shall:

- Update videos and photographs.
- Update maps and sketches of site layout.
- Update quality assurance reports, fuel spill reports, etc.

3. TDSR Site Operations

Lined temporary storage areas shall be established for ash, household hazardous waste, fuels, and other materials that may contaminate soils and groundwater. Impenetrable liners shall be placed under stationary equipment such as generators and mobile lighting plants with addition of a six inch sand layer or other absorbent material. These actions shall be included as a requirement in the contract scope of work. If the site is also an equipment storage area, fueling and equipment repair shall be monitored to prevent and mitigate spills of petroleum products and hydraulic fluids.

The contractor shall be aware of and lessen the effects of operations that might irritate occupants of neighboring areas. Establishment of a buffer zone can abate concerns over smoke, dust, noise, and traffic.

The contractor shall consider on-site traffic patterns and segregate materials based on planned volume reduction methods and approved material recycling programs.

Operations that modify the landscape, such as substrate compaction and over excavation of soils when loading debris for final disposal, will adversely affect landscape restoration.

Debris removal and disposal shall be viewed as a multi-staged operation with continuous operations at the TDSR Site to meet the material handling, recycling and volume reduction requirements. There shall be no significant accumulation of debris at temporary TDSR sites. Instead, debris shall be constantly flowing to burners and grinders, or recycled with the residue and mixed construction and demolition materials going to final disposal sites.

The contractor shall advise the Debris Manager of all recycling plans that involve use of the TDSR Site. Any marketable materials such as: timber suitable for lumber and chips/mulch suitable for boiler fuel or landscaping will be controlled separately from all reduced debris that will be hauled to an approved disposal site. Such recycling products will be measured in quantity and reported to the Debris Management Center.

4. TDSR Site Closeout Inspection

Each TDSR site shall be eventually emptied of all material and be restored to its previous condition and use unless otherwise agreed upon. The contractor is required to remove and dispose of all mixed debris, construction and demolition debris, and debris residue to approved disposal sites. Appropriate Debris Management Center inspectors will monitor all closeout activities to ensure that the contractor complies with this Contract. Additional measures may be necessary to meet local, State, and Federal environmental requirements because of the nature of the TDSR sites operation.

5. TDSR Site Closeout Planning

The contractor must assure the Debris Manager that all TDSR sites are properly remediated. There will be significant costs associated with this operation as well as close scrutiny by the local governments, press and environmental groups. Site remediation will go smoothly if baseline data collection and site operation procedures are followed.

6. TDSR Site Closeout Steps

- The contractor is responsible for removing all debris and recycled products from the site.
- The contractor conducts an environmental assessment with representatives of the Debris Management Center and landowner.
- The contractor develops a remediation plan.
- The remediation plan is reviewed by the Debris Management Center, landowner, and appropriate environmental agency.
- The remediation plan is approved by the appropriate environmental agency.
- The contractor executes the plan.
- The contractor obtains acceptance from the Debris Management Center, appropriate environmental agency, and the landowner.

7. TDSR Site Remediation

During the debris removal process and after the material has been removed from each of the TDSR sites, environmental monitoring is required to close each of the sites. This is to ensure that no long-term environmental contamination remains on the site. The monitoring shall be done on three different media: ash, soil, and groundwater.

- **Ash:** The monitoring of the ash shall consist of chemical testing to determine the suitability of the material for either agricultural use or as a landfill cover material.
- **Soil:** Monitoring of the soils shall be by portable inspection methods to determine if any of the spoils are contaminated by volatile hydrocarbons. The contractor is required to perform this inspection if it is determined that hazardous material, such as oil or diesel fuel was spilled on the site. This phase of the monitoring shall be performed after the stockpiles are removed from the site.
- **Ground Water:** The monitoring of the groundwater shall be done to determine the probable effects of rainfall leaching through either the ash areas or the stockpile areas.

8. TDSR Site Closeout Coordination

The contractor shall coordinate the following closeout requirements through the Debris Management Center:

- Coordinate with local and State officials responsible for construction, real estate, contracting, project management, and legal counsel regarding requirements and support for implementation of a site remediation plan.
- Establish an independent testing and monitoring program. The contractor is responsible for environmental restoration of both public and leased sites. The contractor shall also remove all debris from sites for final disposal at landfills prior to closure.
- Reference appropriate and applicable environmental regulations.
- Prioritize site closures.
- Schedule closeout activities.
- Determine separate protocols for ash, soil and water testing.
- Develop decision criteria for certifying satisfactory closure based on limited baseline information.
- Develop administrative procedures and contractual arrangements for closure phase.
- Inform local and State environmental agencies regarding acceptability of program and established requirements.

- Designate approving authority to review and evaluate contractor closure activities and progress.
- Retain staff during closure phase to develop site-specific remediation for sites, as needed, based on information obtained from the closure checklist shown below.

9. TDSR Site Closure Checklist

- Site number and location
- Date closure complete
- Household hazardous waste removed
- Contractor equipment and temporary structures removed
- Contractor petroleum spills remediated
- Ash piles removed
- Comparison of baseline information to conditions after the contractor has vacated the temporary site
- Appendices
 - Closure documents
 - Contracting status reports
 - Contract
 - Testing results
 - Correspondence
 - Narrative responses

10. Establishing TDSR Site For Burning and Grinding Operations

When preparing temporary facilities for handling debris resulting from the clean up efforts due to hurricane or other natural or man-made disaster damage, the following guidelines shall be considered when establishing TDSR Sites for Burning and Grinding Operations.

These guidelines apply only to sites for grinding or burning vegetative storm debris (yard waste, trees, limbs, stumps, branches, and untreated or unpainted wood). Arrangements shall be made to screen out unsuitable materials.

The two methods of reducing vegetative and land clearing storm debris is “chipping/grinding” for use in landscape mulch, compost preparation, and industrial boiler fuel or using an “air curtain burner (ACB)”, with the resulting ash being land applied as a liming agent, incorporated into a finished compost product, or being landfilled.

11. Chipping and Grinding TDSR Sites

Locating TDSR sites for chipping/grinding of vegetative and land clearing debris requires a detailed evaluation of potential sites and possible revisits at future dates to determine if site conditions have changed or if the surrounding areas have changed significantly to alter the use of the site.

The following guidelines are presented in locating a site for “chipping/grinding” and are considered “minimum standards” for selecting a site for use:

- Sites shall be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected.
- Storage areas for incoming debris and processed material shall be at a minimum 100 feet from all surface waters of the state. "Waters of the state" includes but is not limited to small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.
- Storage areas for incoming debris and processed material shall be at least 100 feet from the site property boundaries and on-site buildings and structures. Management of processed material shall be in accordance with the guidelines for reducing the potential for spontaneous combustion in compost and mulch piles.
- Storage areas for incoming debris shall be located at least 100 feet from residential dwellings, commercial or public structures, potable water supply wells, and septic tanks with leach fields.
- Sites that have identified wetlands shall be avoided, if possible. If wetlands exist or wetland features appear at a potential site, the areas shall be flagged and a 100-foot buffer shall be maintained for all activities on-going at the site.
- Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks and trailers used to haul debris, and underground utilities need to be identified due to the potential for site disturbance by truck and equipment traffic and possible site grading.
- Sites shall have an attendant(s) during operating hours to minimize the acceptance of unapproved materials and to provide directions to haulers and private citizens bringing in debris.
- Sites shall be secure after operating hours to prevent unauthorized access to the site. Temporary measures to limit access to the site could be the use of trucks or equipment to block entry. Gates, cables, or swing pipes shall be installed as soon as possible for access control. Sites shall have adequate access that prohibits traffic from backing onto public rights-of-way or blocking primary or secondary roads to the site.
- When possible, signs shall be installed to inform haulers and the general public on types of waste accepted, hours of operation, and who to contact in case of an after hours emergency.
- Grinding of clean wood waste such as pallets and segregated non-painted and non-treated dimensional lumber is permitted.
- Final written approval is required from the Debris Manager to consider any TDSR site to be closed. Closure of TDSR sites shall be within 60 days of removal of last load of debris or reduction products.
- If conditions at the site become injurious to public health and the environment, then the site shall be closed until conditions are corrected or permanently closed. Closure of sites shall be in accordance with the closure and restoration guidelines for TDSR sites.

12. Air Curtain Burner Sites

Locating sites that are intended for air curtain burning (ACB) operations is a coordinated effort between the Debris Management Center and the local air quality officials for evaluating the surrounding areas and to reevaluate potential sites used in the past. The following guidelines are presented for selecting an ACB site and operational requirements once a site is in use:

- Contact the local fire marshal or fire department for input into site selection in order to minimize the potential for fire hazards, other potential problems related to fire fighting that could be presented by the location of the site, and to ensure that adequate fire protection resources are available in the event of an emergency.
- The requirements for ACB device(s), in accordance with local fire safety rules require the following buffers: a minimum of 500 feet from the ACB device to homes, dwellings and other structures and roadways. Contact the local Fire Marshall's Office for updates or changes to their requirements.
- Sites shall be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected. If ACB pit devices are utilized, a minimum two-foot separation to the seasonal high water table is recommended. A larger buffer to the seasonal high water table may be necessary due to on-site soil conditions and topography.
- Storage areas for incoming debris shall be at a minimum 100 feet from all surface waters of the state. "Waters of the state" includes but is not limited to small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.
- Storage areas for incoming debris shall be located at least 100 feet from property boundaries and on-site buildings and structures.
- Air Curtain Burners in use shall be located at least 100 feet from on-site storage areas for incoming debris and 200 feet from, potable water supply wells, and septic tanks and leaching fields.
- Wood ash stored on-site shall be located at least 200 feet from storage areas for incoming debris, processed mulch or tub grinders (if a grinding site and ACB site is located on the same property). Wood ash shall be wetted prior to removal from the ACB device or earth pit and placed in storage. If the wood ash is to be stored prior to removal from the site, then rewetting may be necessary to minimize airborne emissions.
- Wood ash to be land applied on site or off site shall be managed in accordance with the guidelines for the land application of wood ash from storm debris burn sites. The ash shall be incorporated into the soil by the end of the operational day or sooner if the wood ash becomes dry and airborne.
- Sites that have identified wetlands shall be avoided, if possible. If wetlands exist or wetland features appear at a potential site it will be necessary to delineate areas of concern. Once areas are delineated, the areas shall be flagged, and a 100-foot buffer shall be maintained for all activities on-going at the site.

- Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks and trailers used to haul debris and the intense heat generated by the ACB device. Underground utilities need to be identified prior to digging pits for using the ACB device.
- Provisions shall be made to prevent unauthorized access to facilities when not open for use. As a temporary measure, access can be secured by blocking drives or entrances with trucks or other equipment when the facilities are closed. Gates, cables, or other more standard types of access control shall be installed as soon as possible.
- When possible, post signs with operating hours and information about what types of clean up waste may be accepted. Also include information as to whether only commercial haulers or the general public may deposit waste.
- Closure of air curtain burner sites shall be within 60 days of removing the last load of debris or reduction products. If site operations will be necessary beyond this time frame, permitting of the site may be required. If conditions at the site become injurious to public health and the environment, then the site shall be closed until conditions are corrected or permanently closed. Closure of sites shall be in accordance with the guidelines for closure and restoration of TDSR sites.

Air Curtain Pit Burner

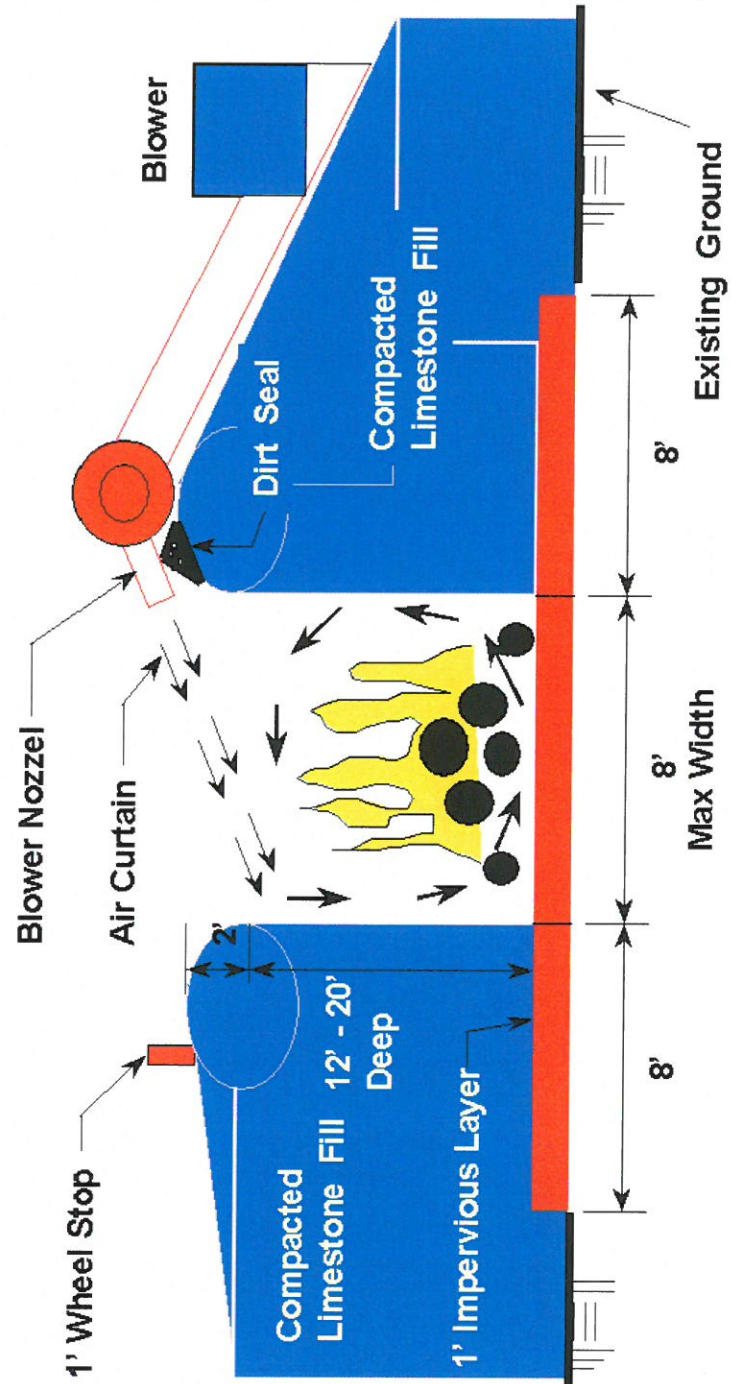


FIGURE 3

Overview of an Air Curtain Operation

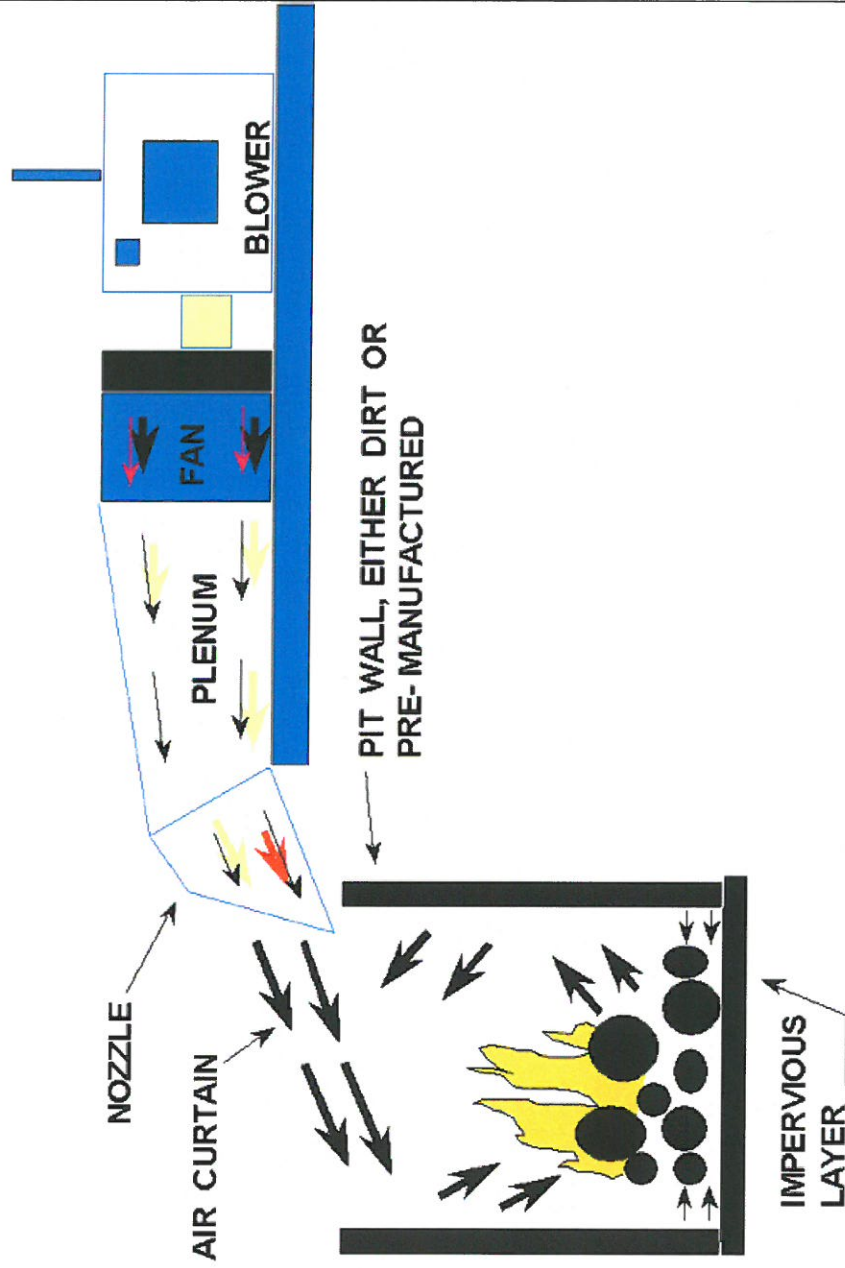


FIGURE 2

EXHIBIT H

POTENTIAL LANDFILL LOCATIONS

Landfills

1. Sprint Waste Disposal Landfill
16007 Bossgaston, Richmond, TX 77469
Operated by: Sprint Industries, Inc.
Estimated capacity remaining (tons): 515,775
2. Blueridge Landfill
2200 FM 521, Fresno, TX 77545
Operated by: Browning-Ferris, Inc.
Estimated capacity remaining (tons): 20,191,070
3. Fort Bend County Landfill
330 Klauke Road, Rosenberg, TX 77411
Operated by: Fort Bend County
Estimated capacity remaining (tons): 1.025284
4. Fort Bend Regional Landfill
14115 Davis Estate Road, Needville, Texas 77461
Operated by: WCA (Waste Corporation of America)
Estimated capacity remaining (tons): 36 million

EXHIBIT I
SAMPLE TASK ORDER

TASK ORDER

TO _____
Task Order No.

Issued to: _____
Contractor

Under Contract: _____
Title/Number

Date Issued: _____

Project: _____

Specific Work to be Performed:

Duration of Work (Include Start Date, End Date and Total Calendar Days):

Method of Payments:

Contractor Signature: _____ Date: _____

Authorized Signature: _____ Date: _____

Estimated Cost of This Task Order: \$ _____

FORT BEND COUNTY USE ONLY

Monitor: _____ Date: _____

Director: _____ Date: _____

Vendor No.: _____ Account No.: _____ Project: _____

Purchasing: _____ Budget: _____ Accounting: _____

EXHIBIT J

DEBRIS SITE SAFETY AUDIT FORM

SAMPLE					
DEBRIS SITE SAFETY AUDIT FORM					
LOCATION:		PHONE NO:			
MUNICIPALITY:		PHONE NO:			
CONTRACTOR:		DATE:			
INSPECTED BY:	PRINT NAME: _____ SIGNATURE: _____				
INSPECTION TOWER CONSTRUCTION & SAFETY			Yes	No	
Structural Integrity	Are towers constructed using sound construction materials and accepted engineering practices?			<input type="checkbox"/>	<input type="checkbox"/>
Inspection Tower Construction Specifications	<p>Recommended specifications for debris site inspection towers are as follows:</p> <p>“Scope of Work (Example) Site Management for Debris Reduction” Paragraph 4.4 Inspection Tower.</p> <p>The contractor shall construct an inspection tower. The tower shall be constructed using pressure treated wood.</p> <p>The floor elevation of the tower shall be 10 foot above the existing ground elevation.</p> <p>The floor area shall be 8’ by 8’, constructed of 2”x 8” joists, 16” o.c. with ¼” plywood supported by four 6” x 6” posts. The perimeter of the floor area shall be protected by a 4 foot high wall constructed of 2” x 4” studs and ½” inch plywood.</p> <p>The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6’-6” of headroom below the support beams.</p> <p>Wooden steps shall provide access with a handrail.</p>				
Tower Anchorage	Are all towers, including construction scaffolding, properly and securely anchored to prevent them from falling or tipping if hit by vehicles, strong winds, or debris extending outside of truck boxes?			<input type="checkbox"/>	<input type="checkbox"/>
	Are anchorage points secure and preferably of the screw anchor-type or imbedded in concrete?			<input type="checkbox"/>	<input type="checkbox"/>
	Are all anchorage points and guy wires clearly marked and protected by barriers that will warn drivers and other personnel to assist in preventing accidental hits by trucks or trailers?			<input type="checkbox"/>	<input type="checkbox"/>
Accessibility	Are stairways and side rails or permanently attached ladders used to access towers and on all walkways and workstations above 6 feet?			<input type="checkbox"/>	<input type="checkbox"/>
Bump Hazards	Are all low crossbeams including scaffolding, marked with caution tape or hazard notice warnings if less than 6 feet in height on all walkway areas?			<input type="checkbox"/>	<input type="checkbox"/>
Heating	If propane heaters are used, is adequate ventilation provided to ensure the prevention of carbon monoxide build-up?			<input type="checkbox"/>	<input type="checkbox"/>
	Are all combustible materials not placed or left near the heat source?			<input type="checkbox"/>	<input type="checkbox"/>
Motorized Elevated Work Platforms	Are all safety procedures regarding dangers such as overhead power lines, equipment stability, and protection from other vehicles in place?			<input type="checkbox"/>	<input type="checkbox"/>
	Are scissor lifts, articulating booms or other commercial equipment, and mobile towers or trucks that are being used specifically designed and approved for outdoor use (balloon tires)? <u>No scissor lifts designed for indoor use are allowed to be used as inspection towers.</u>			<input type="checkbox"/>	<input type="checkbox"/>

Personal protection & safety		Yes	No
Eye And Face Protection	Is each employee wearing the appropriate eye or face protection when exposed to eye or face hazards from flying particles?	<input type="checkbox"/>	<input type="checkbox"/>
Foot Protection	Is each employee wearing protective footwear (preferably steel-toed safety boots or shoes) when working in areas where there is a danger of foot injuries due to falling or rolling objects or objects piercing the sole?	<input type="checkbox"/>	<input type="checkbox"/>
Personal Visibility	Are all personnel wearing high visibility (safety orange) vests when working on ground level at all debris sites?	<input type="checkbox"/>	<input type="checkbox"/>
Head Protection	Are all personnel wearing protective hardhats when working in areas where there is potential for injury to the head from falling objects?	<input type="checkbox"/>	<input type="checkbox"/>
Hearing Protection	Are all personnel wearing hearing protection when subjected to excessive noise and sound?	<input type="checkbox"/>	<input type="checkbox"/>
RESPIRATORY PROTECTION		Yes	No
Respirators	Are disposable particulate respirators (dust masks) available for use by all personnel?	<input type="checkbox"/>	<input type="checkbox"/>
Personal safety & Health		Yes	No
Training	Does initial training include a thorough review of hazards and accidents associated with the job?	<input type="checkbox"/>	<input type="checkbox"/>
	Is adequate instruction in the use of personal protective equipment provided?	<input type="checkbox"/>	<input type="checkbox"/>
Sanitation & Hygiene Facilities	Are portable toilets provided if no facilities are immediately available at the site?	<input type="checkbox"/>	<input type="checkbox"/>
First Aid	Is a first aid kit and bottled water available at the site?	<input type="checkbox"/>	<input type="checkbox"/>
Emergencies	Is the location and phone numbers of nearest hospital or doctor, and police available to all site personnel?	<input type="checkbox"/>	<input type="checkbox"/>
Severe Weather	Is an emergency notification plan in place to ensure severe weather information is communicated to tower personnel and that any emergencies originating at the site can be rapidly addressed?	<input type="checkbox"/>	<input type="checkbox"/>
	Is a mobile or fixed phone available on-site for use in the event of an emergency?	<input type="checkbox"/>	<input type="checkbox"/>
Ground Operations & Equipment Safety		Yes	No
Heavy Trucks And Machinery	Is a traffic control system for truck traffic established within the debris site?	<input type="checkbox"/>	<input type="checkbox"/>
	Is there a traffic control system established for the safe entrance and exit to the debris site?	<input type="checkbox"/>	<input type="checkbox"/>
Chippers, Tub Grinders & Conveyors	Are manufacturer's operating and safety procedures being followed for the particular chipper/grinder machine on site?	<input type="checkbox"/>	<input type="checkbox"/>
	Are all non-essential personnel observing a 300 ft. safety zone while machinery is in operation?	<input type="checkbox"/>	<input type="checkbox"/>
Air Curtain Incineration	Are fire safety precautions in place and adequate clearance established to prevent accidental fire spread?	<input type="checkbox"/>	<input type="checkbox"/>
	Are equipment operators checking for hazardous waste (i.e. batteries, PVC piping, solvents, pesticides, compressed gas cylinders, etc.) and munitions may not have been properly separated from "burnable" trash?	<input type="checkbox"/>	<input type="checkbox"/>
Fire Emergency Procedures	Is there a clear fire response plan for each debris site?	<input type="checkbox"/>	<input type="checkbox"/>
	Are and adequate number of fire extinguishers available and chosen for the type of fire most likely to occur in that area?	<input type="checkbox"/>	<input type="checkbox"/>
Electrical	Are extension cords out of the traffic lanes where they can be abused by heavy traffic?	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT K

RIGHT OF ENTRY / HOLD HARMLESS AGREEMENT FORM

RIGHT OF ENTRY / HOLD HARMLESS AGREEMENT

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 on said property to Fort Bend County, their agencies, representative, agents, contractors, and subcontractors for the purpose of removing and/or clearing that disaster-generated debris from the property and surrounding public property

HOLD HARMLESS: I understand that my agreement to allows access is not an obligation upon Fort Bend or any government to perform debris removal. I agree to hold harmless Fort Bend County and any of their agencies, agents, representatives, 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: I have been advised many 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 Fort Bend County the cost of removing the storm-generated debris to the extent covered in my insurance policy. I also understand that I must provide a copy of the proof/statement of loss from my insurance company to Fort Bend County. 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 Fort Bend County. 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. _____

EXHIBIT B

PRICE SHEET
Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites
RFP 15-033

PART A – Volume based pricing for 3 million cubic yard debris disaster

Item/Description	Estimated		Unit Price	Extension
	Quantity	Unit		
1.0 Pickup from Public Property or Public Rights-of-Way and hauling to a designated TDSR Site or Disposal Facility 15 or less miles away (one-way miles). (Trips with one-way miles in excess of 15 miles compensated at the rate quoted in Items 2.0, 3.0 or 4.0).	3 million	CY	\$7.00	\$21,000,000.00
2.0 Pickup from Public Property or Public Rights-of-Way and hauling to a designated TDSR Site or to a Disposal Facility 15 to 30 miles away (one-way miles). (Trips with one-way miles in excess of 30 miles compensated at the rate quoted in Items 3.0 or 4.0).	3 million	CY	\$7.40	\$22,200,000.00
3.0 Pickup from Public Property or Public Rights-of-Way and hauling to a designated TDSR Site or to a Disposal Facility 30.0 to 60.0 miles away (one-way miles). (Trips with one-way miles in excess of 60 miles compensated at the rate quoted in Item 4.0).	3 million	CY	\$8.00	\$24,000,000.00
4.0 Pickup from Public Property or Public Rights-of-Way and hauling to a Disposal Facility 60.0 – 120.0 miles away (one-way miles)	3 million	CY	\$8.70	\$26,100,000.00

Note: When a disaster occurs CrowderGulf will negotiate the lowest tipping fee available at State approved landfill in area. CrowderGulf will pay tipping fee and back charge County at Cost.

5.0 Removal of hazardous stumps that are not uprooted, from trees that are greater than 24" to 36" in diameter, by grinding or digging, removal of stump grinding chips, and backfilling resulting hole with compacted topsoil.	100	Each	\$140.00	\$ 14,000.00
6.0 Removal of hazardous stumps that are not uprooted, from trees that are 37" or larger in diameter, by grinding or digging, removal of stump grinding chips, and backfilling resulting hole with compacted topsoil.	50	Each	\$200.00	\$ 10,000.00
7.0 Loading, hauling and dumping of uprooted stumps from trees that are 25 to 36 inches with root ball.	500	Each	\$170.00	\$ 85,000.00
8.0 Loading, hauling and dumping of uprooted stumps from trees that are 37-48 inches with root ball.	100	Each	\$250.00	\$ 25,000.00
9.0 Loading, hauling and dumping of uprooted stumps from trees that are 49 inches and larger with root ball.	25	Each	\$300.00	\$ 7,500.00
10.0 Removal of hazardous hanging limbs greater than 2 inches in diameter.	50,000	Each	\$ 40.00	\$2,000,000.00
11.0 Removal of hazardous standing trees greater than 6" up to 12" in diameter.	1000	Each	\$ 20.00	\$ 20,000.00
12.0 Removal of hazardous standing trees 13" - 24" in diameter.	500	Each	\$ 50.00	\$ 25,000.00
13.0 Removal of hazardous standing trees 25" - 36" in diameter.	100	Each	\$100.00	\$ 10,000.00
14.0 Removal of hazardous standing trees 37" or larger in diameter.	50	Each	\$175.00	\$ 8,750.00
15.0 TDSR Site operation as described in RFP for grinding services.	3 million	CY	\$ 2.50	\$7,500,000.00
16.0 TDSR Site operation as described in RFP for air curtain incineration services	3 million	CY	\$ 1.90	\$5,700,000.00
17.0 TDSR Site operation as described in RFP for C&D and mixed debris services	3 million	CY	\$ 1.25	\$3,750,000.00

18.0 Dead Animal Carcass hauling to a designated landfill or incinerator site (based on one-way miles) (incinerator operation and disposal compensated under Part B). Price per ton per mile.	100	Ton/Miles	\$ 0.90	\$ 90.00
19.0 Household Hazardous Waste	1000	Pounds	\$ 3.00	\$ 3,000.00
20.0 White Goods	500	Each	\$30.00	\$15,000.00
21.0 Freon Removal	250	Each	\$30.00	\$ 7,500.00
22.0 Grand Total				\$ 112,480,840.00

Unit Prices, unless otherwise indicated, shall include all labor (operators, laborers, and supervisors), equipment and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, traffic control and housing, if required, necessary to accomplish the project. The quantities and distributions are estimated for the purpose of making an award. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster.

A Ton-Mile equals the weight of animal carcasses in the trailer times the one way mileage to the destination. Weight of carcasses will be determined by use of fixed or portable scales at disposal facility or incinerator site.

Items 5.0 and 6.0 relate only to the removal of stumps from the ground by digging or grinding. Loading, hauling and dumping of the stumps or chips will be paid under Items 1.0 through 4.0 or 7.0 through 9.0, as appropriate.

Items 9.0, 10.0 & 11.0 indicate ranges of stump sizes. These stump sizes shall refer to the diameter of the tree trunk measured 25 inches up from where the tree originally exited the ground. The payment unit is "each" and the estimated quantity is provided only for the purpose of obtaining price proposals. The attached root ball, regardless of shape, size or weight, is considered part of the stump. Stumps less than 25 inches in diameter, with attached root balls, will be considered to be normal debris and payment for loading, hauling, and dumping shall be provided under Items 1.0 through 4.0.

Items 10.0 through 14.0 relate only to the removal of hazardous hanging limbs or hazardous, standing trees and placement at the edge of the right-of-way. Payment for loading, hauling and dumping will be provided under Items 1.0 through 4.0. contractor is responsible to remove any and all hazardous hanging branches on any tree, with price to be determined by the largest branch removed.

Payment for Items 15.0, 16.0 and 17.0 is based on the volume brought to the TDSR Site as estimated by the TDSR Site Monitor and documented on the Load Ticket. The contractor may invoice for debris disposal as determined by the Debris Manager who shall assure adequate retainage to cover remaining debris disposal and site restoration if contractor is unable to complete the scope.

**TDSR Site Set-up and Closure
and Debris Clearance for Access**

PART B - Equipment and Labor Rates

Equipment Type	Hourly Equipment Rate	Hourly Labor Rate	Total Hourly Rate
Air Curtain Pit Burner	\$ 28.00	\$ 30.00	\$ 58.00
Air Curtain Refractory Incinerator	\$ 50.00	\$ 30.00	\$ 80.00
Bobcat Loader	\$ 35.00	\$ 30.00	\$ 65.00
Bucket Truck w/Operator	\$105.00	\$ 30.00	\$135.00
Chipper/Mulcher (8" throat)	\$ 25.00	\$ 30.00	\$ 55.00
Chipper/Mulcher (12" throat)	\$ 45.00	\$ 30.00	\$ 75.00
Crash Truck w/Impact Attenuator	\$ 45.00	\$ 30.00	\$ 75.00
Crew Foreman w/Cell Phone and Pickup	\$ 8.00	\$ 40.00	\$ 48.00
Dozer, Tracked, D5 or similar	\$ 90.00	\$ 30.00	\$ 120.00
Dozer, Tracked, D6 or similar	\$110.00	\$ 30.00	\$140.00
Dozer, Tracked, D7 or similar	\$130.00	\$ 30.00	\$160.00
Dozer, Tracked, D8 or similar	\$160.00	\$ 30.00	\$190.00
Dump Truck, 18 CY-20 CY	\$ 35.00	\$ 30.00	\$ 65.00
Dump Truck, 21 CY-30 CY	\$ 40.00	\$ 30.00	\$ 70.00
Generator and Lighting	\$ 20.00	\$ 0.00	\$ 20.00
Grader w/12' Blade	\$ 70.00	\$ 30.00	\$100.00
Hydraulic Excavator, 1.5 CY	\$ 90.00	\$ 30.00	\$120.00
Hydraulic Excavator, 2.5 CY	\$100.00	\$ 30.00	\$130.00
Knuckleboom Loader	\$ 80.00	\$ 30.00	\$110.00
Laborer w/Chain Saw	\$ 7.00	\$ 28.00	\$ 35.00
Laborer w/small tools, traffic control, flag person	\$ 2.00	\$ 26.00	\$ 28.00
Lowboy Trailer w/Tractor	\$ 60.00	\$ 30.00	\$ 90.00
Log Skidder	\$ 60.00	\$ 30.00	\$ 90.00
Mobile Crane (Adequate for hanging limbs/leaning trees)	\$170.00	\$ 30.00	\$200.00
Operations Manager w/Cell Phone and Pickup	\$ 15.00	\$ 45.00	\$ 60.00
Pickup Truck, .5 Ton	\$ 16.00	\$ 10.00	\$ 26.00
Soil Compactor 81 HP+	\$ 45.00	\$ 20.00	\$ 65.00

TDSR Site Set-up and Closure and Debris Clearance for Access			
PART B - Equipment and Labor Rates			
Equipment Type	Hourly Equipment Rate	Hourly Labor Rate	Total Hourly Rate
Soil Compactor 80 HP	\$ 45.00	\$ 20.00	\$ 65.00
Soil Compactor, Towed Unit	\$ 20.00	\$ 20.00	\$ 40.00
Stump Grinder 30" diameter or less	\$ 60.00	\$ 25.00	\$ 85.00
Stump Grinder greater than 30" diameter	\$ 75.00	\$ 25.00	\$ 100.00
Traffic Control, Temporary Single Lane Closure	\$100.00	\$ 18.00	\$ 118.00
Traffic Control, Temporary Road Closure	\$100.00	\$ 18.00	\$ 118.00
Tree Climber s/Chainsaw	\$ 30.00	\$ 60.00	\$ 90.00
Truck, Flatbed	\$ 28.00	\$ 18.00	\$ 46.00
Tub Grinder, 800 to 1,000 HP	\$490.00	\$ 30.00	\$ 520.00
Waste Collection Rear Loader Truck	\$120.00	\$ 30.00	\$ 150.00
Water Truck (4,000 Gallon)	\$ 34.00	\$ 30.00	\$ 64.00
Wheel Loader, 2.5 CY, 950 or similar	\$ 90.00	\$ 30.00	\$ 120.00
Wheel Loader, 3.5 - 4.0 CY, 966 or similar	\$100.00	\$ 30.00	\$ 130.00
Wheel Loader, 4.5 CY, 980 or similar	\$118.00	\$ 30.00	\$ 148.00
Wheel Loader-Backhoe, 1.0 - 1.5 CY	\$ 38.00	\$ 30.00	\$ 68.00
Other - Please List			

Part B unit prices for equipment such as: air curtain burners/incinerators, chipper/mulchers and tub grinders do not pertain to TDSR site operations, which are included under Part A.

Part B unit prices for Traffic Control do not pertain to debris collection and removal operations from public property and public rights-of-way, which are included under Part A.

Percentage of funds returned to FBC resulting from any proceeds derived from the sale of recyclable debris (i.e. mulch, scrap metals, etc.) 50 %

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CrowderGulf, LLC
Theodore, AL United States

Certificate Number:
2016-69334

Date Filed:
06/13/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 15-033
Debris Removal

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ramsay, Lyman M.	Theodore, AL United States	X	
	Ramsay, Jr., Lyman W.	Theodore, AL United States	X	
	Ramsay-Naile, Ashley	Theodore, AL United States	X	
	Ramsay, John	Theodore, AL United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Kerrie A. Noll
Notary Public, Mobile County, AL
My Commission Expires Sept 12, 2018

Ashley Ramsay-Naile
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ashley Ramsay-Naile this the 14th day of June, 2016, to certify which, witness my hand and seal of office.

Kerrie A. Noll Kerrie A. Noll Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath