

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**AGREEMENT FOR CONTINGENCY DEBRIS REMOVAL  
PURSUANT TO RFP 17-045 – PRIMARY**

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 AshBritt, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

**WITNESSETH**

WHEREAS, County desires that Contractor provide contingency debris clearing, removal and disposal services and operation of temporary debris staging and reduction sites pursuant to RFP 17-045; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services in accordance with the advertised specifications of RFP 17-045.

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 one (1) original invoice 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, 2018. The Agreement is renewable annually for five (5) years (through 30 November 2023) 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 Best's 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.



- 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: AshBritt, Inc.  
ATTN: John Noble, C.O.O.  
565 E. Hillsboro Boulevard  
Deerfield Beach, Florida 33441

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. Miscellaneous**

- A. Debarment – Contractor certifies 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.



- B. 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:
1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
  5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
  6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (1) through (5) above.
- C. Contract Work Hours and Safety Standards – Construction must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.
- D. Clean Air Act and Federal Water Pollution Control Act – Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- E. Energy Policy and Conservation Act – Contract agrees to comply with Energy Policy and Conservation Act (42 U.S.C. § 6201).
- F. Anti-Lobbying – Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or



employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**Section 25. 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 26. 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 date signed by the last party hereto.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

FORT BEND COUNTY

\_\_\_\_\_  
Robert E. Hebert, County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

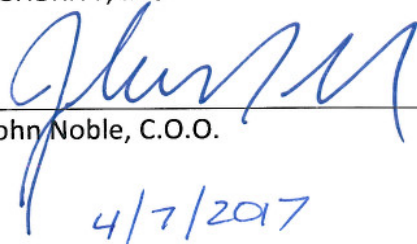
APPROVED:

\_\_\_\_\_  
Jeff Braun, Emergency Management Coordinator  
Fort Bend County Emergency Management

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

ASHBRITT, INC

  
\_\_\_\_\_  
John Noble, C.O.O.

\_\_\_\_\_  
Date

4/7/2017

### 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



## **SERVICES TO BE PROVIDED PURSUANT TO RFP 17-045**

### **1.0 PROJECT DESCRIPTION AND REQUIREMENTS:**

- 1.1 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.
- 1.2 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 2 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.
- 1.3 The contract is for the period ending **30 NOVEMBER 2018**, renewable annually for five (5) years (through 30 November 2023) 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.
- 1.4 This RFP is intended to cover needs in any major disaster scenario including but not limited to hurricanes, flooding, ice storms, etc. The planning standards used for this project are based on the anticipated impacts of a Category 2 "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 such as a flood.
- 1.5 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

- 1.6 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.
- 1.7 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.

## **2.0 BACKGROUND:**

### **2.1 Introduction**

- 2.1.1 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.
- 2.1.2 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 2 "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 2 "wet" hurricane will also be capable of coping with the damage created by other types of man-made and natural disasters.



- 2.1.3 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.
- 2.1.4 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.
- 2.1.5 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.

## 2.2 Planning Standard for Debris Removal and Disposal

- 2.2.1 Fort Bend County has selected a Category 2 “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 2 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.
- 2.2.2 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.
- 2.2.3 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.

- 2.2.4 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.

## 2.3 Debris Management

- 2.3.1 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.
- 2.3.2 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.
- 2.3.3 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.

- 2.3.4 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.
- 2.3.5 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.
- 2.3.6 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.
- 2.3.7 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.
- 2.3.8 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.
- 2.3.9 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.

2.3.10 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.

2.3.11 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

- 2.3.12 The contractor will set up a lined containment area and separate any HHW inadvertently delivered to a TDSR site.
- 2.3.13 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.
- 2.4.14 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.

### **3.0 SCOPE OF WORK:**

#### **3.1 Overview**

- 3.1.1 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.
- 3.1.2 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, amount of equipment anticipated, etc.
- 3.1.3 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.
- 3.1.4 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.

- 3.1.5 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.
- 3.1.6 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.
- 3.1.7 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.
- 3.1.8 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.
- 3.1.9 The contractor shall ensure that wherever non-English speaking crews are utilized, at least one crew supervisor must be fluent in English.

### 3.2 Part 1 – Debris Removal and Disposal Operations

- 3.2.1 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.

- 3.2.2 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.
- 3.2.3 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.
- 3.2.4 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.
- 3.2.5 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.

- 3.2.6 **TIPPING FEES:** The contractor shall establish an account at a disposal location (e.g. landfill, mulch, or recycling facility), negotiate a rate for the disposal of the material (e.g. tipping fees), and process/pay disposal invoices. The County shall approve the disposal rate prior to finalization. The contractor shall invoice the County for payment of disposal invoices. **Contractor takes notice that tipping fees ARE NOT included in the load and haul rate.**

### 3.3 TDSR Sites

- 3.3.1 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.
- 3.3.2 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.

### 3.4 Equipment

- 3.4.1 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.

- 3.4.2 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.
- 3.4.3 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.
- 3.4.4 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.
- 3.4.5 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.



### 3.5 Securing Debris

- 3.5.1 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.
- 3.5.2 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.

### 3.6 Equipment Signage

- 3.6.1 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.

### 3.7 Other Considerations

- 3.7.1 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.

3.7.2 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.

3.7.3 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.

3.7.4 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.

3.7.5 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.

### 3.8 Part 2 – Temporary Debris Staging and Reduction Site Operations

3.8.1 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.

- 3.8.2 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 reseeding, 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.
- 3.8.3 Additional guidance on the procedures for TDSR site setup, operation and close out are provided in Exhibit G.
- 3.8.4 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.
- 3.8.5 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.
- 3.8.6 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.
- 3.8.7 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.
- 3.8.8 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.
- 3.8.9 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.
- 3.8.10 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.

- 3.8.11 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.
- 3.8.12 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
- 3.8.13 Failure to provide audit quality information will subject contractor to non-payment in each instance at the sole discretion of the Debris Manager.
- 3.8.14 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.
- 3.8.15 The contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.
- 9.8.16 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).
- 3.8.17 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.
- 3.8.18 The contractor shall be responsible for installing site security measures and maintaining security for operations at the site.
- 3.8.19 The contractor shall manage the site to minimize the risk of fire.
- 3.8.20 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.

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

3.9.1 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.

3.9.2 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.

**4.0 MISCELLANEOUS REQUIREMENTS:**

4.1 TDSR Site Foreman

4.1.1 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.

4.1.2 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.

#### 4.2 TDSR Site Night Foreman

- 4.2.1 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.
- 4.2.2 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.

#### 4.3 TDSR Site Management Plan

- 4.3.1 Once the TDSR site is identified by the Debris Manager, the contractor will provide a Site Management Plan.
- 4.3.2 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.

#### 4.4 Inspection Tower

- 4.4.1 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 ¾ 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 ½ 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.

- 4.4.2 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.

#### 4.5 Household Hazardous Waste Containment Area

- 4.5.1 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.

#### 4.6 Private Property Access

- 4.6.1 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.

#### 4.7 Recycling Program

- 4.7.1 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.



4.7.2 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.

#### 4.8 Debris Collection Efficiency/Cleanliness

4.8.1 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.

#### 4.9 Damages to Public or Private Property

4.9.1 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.

#### 4.10 Debris Removal from Drainage Systems

4.10.1 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.

#### 4.11 Tree and Limb Removal with Specialized Equipment

4.11.1 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.

#### 4.12 Removal of Hazardous Stumps

4.12.1 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.

### **5.0 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.

### **6.0 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.

## **7.0 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.

## **8.0 ADDITIONAL CONSIDERATIONS:**

8.1 The Debris Manager shall have the right to terminate this contract or a part thereof before the work is completed in the event:

8.1.1 Previous unknown circumstances arise making it desirable in the public interest to void the contract.

8.1.2 The contractor is not adequately complying with the specifications.

8.1.3 Proper techniques are not being followed after warning notification by the Debris Management Center.

8.1.4 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.

8.4.5 The contractor, in the judgment of the Debris Management Center, is unnecessarily or willfully delaying the performance and completion of the work.

8.4.6 The contractor refuses to proceed with work when and as directed by the Debris Management Center.

8.4.7 The contractor abandons the work.

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



## **9.0 PERFORMANCE SCHEDULE:**

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.

## **10.0 CONTRACTOR PETROLEUM, OIL, LUBRICANT (POL) SPILLS:**

- 10.1 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.
- 10.2 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.
- 10.3 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.

#### **11.0 PIGGYBACKING:**

No other governmental entities are permitted to utilize this agreement.

#### **12.0 PAYMENT:**

- 12.1 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.
- 12.2 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.
- 12.3 Contractor to submit invoices regularly and for no more than 30-day periods.





February 13, 2017

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

RE: RFP #17-045 for Contingency Debris Clearing, Removal and Disposal and Operation of Temporary Debris Staging and Reduction Sites.

Dear Evaluation Committee,

AshBritt, Inc. (AshBritt) is the national leader in disaster response and recovery operations. AshBritt, Inc. (AshBritt) is pleased to respond to Fort Bend County's RFP for Contingency Debris Clearing, Removal and Disposal and Operation of Temporary Debris Staging and Reduction Sites.

#### ▲ *Local Partners*

Working with local and regional partners, and with small and minority owned businesses, is a core corporate value. AshBritt has partnered with Waste Corporation of America – Fort Bend Regional Landfill, L.P., a Texas Limited Partnership. We look forward to identifying additional local and regional subcontracting partners.

#### ▲ *Experience*

AshBritt has managed and performed more than **260** disaster recovery projects and 30 special environmental projects across the United States, including 20 projects in the State of Texas, since our inception in 1992. We have been directly involved in the disaster recovery efforts of over 55 federally declared disasters in 19 states. AshBritt is one of only two firms to be a part the National Response Framework since 1998 as a debris contractor for the United States Army Corps of Engineers (USACE). Most recently, we were awarded the USACE pre-positioned debris removal primary contract for the South Atlantic Division (SAD) and for the South Pacific Division (SPD). The USACE SAD contractual region is Florida, Georgia, Alabama, North Carolina, and South Carolina. USACE SPD contractual region includes California, New Mexico, Nevada, Arizona, Colorado, and Utah. The USACE adheres to the most stringent federal guidelines when selecting pre-positioned disaster debris removal contractors.

#### ▲ *Recent Experience*

The experience AshBritt gained in the last five years is unmatched by any other firm in the industry. In the last five years, AshBritt managed over 13 million cubic yards of debris serving over 170 towns, cities, counties, agencies, states, and special jurisdictions in the states of FL, GA, SC, CT, MA, NJ, NY, VA, TX, CA, and MD.

**AshBritt collected in excess of 5,700,000 cubic yards of disaster-generated debris after Hurricane Matthew.**

In response to Hurricane Mathew (October 2016), AshBritt is conducting 25 separate disaster recovery missions across Florida, Georgia, and South Carolina. **AshBritt has collected in excess of 5,700,000 cubic yards of disaster-generated debris from Hurricane Matthew, including two individual projects that have exceeded 1,000,000 cubic yards in Chatham County, Georgia and in Volusia County, FL.** Our operations included: Emergency Road Clearance, collection, reduction and disposal of vegetative and C&D debris, hazardous tree and limb work, beach clean-up, and managing and operating Temporary Debris Storage and Reduction Sites.





▲ ***Financial Strength***

AshBritt's bonding capacity is \$650,000,000. In AshBritt's 25-year history, we have never had a payment or performance bond called for neglect of financial responsibilities. Additionally, AshBritt underwrote \$100,000,000 for our USACE Hurricane Katrina mission and currently has available more than \$50 million dollars of company working capital.

▲ ***Commitment to Safety***

AshBritt maintains an excellent safety record. **AshBritt's Experience Modification Rating is .78.**

▲ ***Industry Expert***

AshBritt works year-round with the federal and state agencies governing disaster recovery, specifically FEMA. We understand the importance to a client of maximizing federal reimbursement, and we have proven experience completing missions within the intervals established by the Sandy Recovery Improvement Act. For example, AshBritt collected and removed more than 9,000,000 cubic yards of debris during the first 60 days of our Hurricane Katrina United States Army Corps of Engineers (USACE) mission and we collected over 5,500,000 cubic yards of debris during the first 90 days of our Hurricane Matthew mission.

**Primary Contact for RFP**

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**Contact with the Ability to Bind AshBritt:**

John Noble, Chief Operating Officer  
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AshBritt explicitly accepts all conditions and requirements contained in this RFP. AshBritt will not withdraw our proposal for a period of 90 days after the public opening date. We appreciate your time and consideration, and we look forward to working with you as your disaster recovery partner.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Noble", is written over the printed name and title.

John Noble  
Chief Operating Officer

### ***Tab 3. Company's Management Plan***

#### **■ Ability to Manage TDSRS**

Our team is prepared to manage multiple TDSRS simultaneously and at dispersed locations. Our many years of experience and successful performance in emergency response activities demonstrate AshBritt's effective integration and application of actual cost, schedule, and performance control standards. We understand it is imperative to oversee and integrate schedule and cost factors in the completion of all tasks. The procedures we have successfully utilized in the past will be applied to this effort.

We understand that overseeing a geographically dispersed portfolio of sites can create some unusual challenges. These challenges include communications, maintaining accurate information about facility requirements across the portfolio, promoting consistent standards for evaluating needs and aligning local facility investments with central strategic objectives. Keeping accurate, up-to-date information about the conditions of all sites is critical. We collect and archive all necessary information in a central database. For each location, we further stratify the level of data gathered according to its mission criticality and current condition. At the most fundamental level, we capture information such as location, use, facilities, and site size. At the sites, data analysis will improve the operational and financial management of the overall program. AshBritt will review existing alternate sites for debris management use during this contract. We recognize that decisions on the disposition of wastes and debris need to be and will be made at the collection point.

Use of best professional judgment will be necessary to determine the ultimate disposition of collected material. We consider the number, type of sites, and transportation access that may be required. If more than one entity plans to use the site, the *wastes cannot be commingled and has to be delineated and separate from each other*. We suggest that each responsible party has a debris plan outlining how the debris should be handled and if it should be segregated curbside or at the TDSRS.

*In response to the 2016 Hurricane Matthew, AshBritt was activated by over 25 municipalities and managed over 45 Temporary Debris Storage and Reduction Sites.*

For our 2012 Hurricane Sandy response to the State of New Jersey, we were activated by the state and 53 municipalities covering 1,800 square miles of contracted geographic area in response to Hurricane Sandy. We developed, staffed and operated 42 Temporary Debris Staging and Reduction Sites throughout the affected areas.

Effective TDSRS operations have a significant impact on managing disaster-generated debris. Proper management and reduction of the debris will avoid significant accumulation of material at the TDSRS. This is accomplished by ensuring unprocessed debris is continually reduced and processed debris is hauled to the final disposal location.

The site layout is set up in such a way to lessen the effects of operations that might irritate occupants of neighboring areas. Buffer zones are established in accordance with the County and local regulations to abate concerns over smoke, dust, noise, and traffic. Planning of on-site traffic patterns and location of separation areas for incoming materials is based on anticipated volume reduction methods.

Debris management areas are established for ash, HHW, e-waste, white goods, fuels, and other materials that may contaminate soils and groundwater. Plastic liners are placed under stationary equipment such as





generators and mobile lighting plants. These actions are included as a requirement in the contract scope of work. If the site is also an equipment storage area, fueling, and equipment repair are monitored to prevent spills and contain the appropriate spill kits to mitigate spills of petroleum products and hydraulic fluids. Care is taken to avoid operations that significantly modify the landscape, such as substrate compaction and over excavation of soils when loading debris for final disposal, as they will adversely affect landscape restoration. AshBritt will be responsible for any and all costs associated with third-party groundwater and soil testing.

The volume of the debris stream factors into determining the hours of operation for the sites. Site operations will be managed to coincide with hauling operations during daylight hours.

*Under the most aggressive scenario; AshBritt can operate multiple TDSRS locations 24 hours per day, 7 days per week including execution of burning operations, unless otherwise directed by the County.*

AshBritt staffs each site with management personnel that are responsible for day and night shifts and overall management of the TDSRS operations. In large sites with unimproved roads, motor graders are utilized to maintain the roadways. Water trucks are deployed to control dust emissions. The County representatives and FEMA personnel may inspect the TDSRS at any time, day or night, provided they comply with site safety requirements. Each TDSRS will have a day foreman who will be responsible for all operations of the site to include traffic control, dumping operations, separation of debris into burnable, mixed, and metals materials, burning and chipping, and safety. The TDSRS day foreman monitor and document equipment and labor time and provide the daily operations report to the County, including the cubic yards reduced per day and the cubic yards removed from the site. Each TDSRS will have a night foreman responsible for managing all night operations that will be limited primarily to burning, unless adequate lighting and suitable conditions, as approved by the County permit grinding. The night foreman documents all equipment and labor time and provides it to the site foreman for inclusion into the daily operations report.



AshBritt will construct all necessary and appropriate reduction sites, managing the operation of the reduction sites, performing debris reduction by burning, air curtain incineration and/or reduction by mechanical means using chippers, grinders, shredders as specified in the task order, separation of debris, and final debris disposal. Additionally, we will perform environmental baseline testing. Debris trucks entering the TDSRS must stop at the vehicle inspection tower where the debris load is quantified and recorded by a County inspector. Upon leaving the vehicle inspection tower, the truck is directed by traffic control personnel to the appropriate offload area based on debris classification. Once offloaded the truck exits the site passing the vehicle inspection tower, where it is verified empty.

- *Site Identification and Setup*

AshBritt will provide all the labor, equipment, and materials to operate and maintain TDSRS as necessary for the efficient execution of the recovery operations. AshBritt will perform all required baseline environmental testing. Potential sites should be identified prior to a storm event and could include parks, recreational areas, and other parcels.



Upon TDSRS selection, AshBritt and the County representative will:

- Catalog any known hazardous material or conditions existing on site
- Identify ingress and egress routes
- Define site preparation requirements
- Establishment or modification of road system
- Determine traffic flow, control, and safety
- Identify the location of debris separation activities and separation of non-vegetative debris
- Identify the location of all reduction operations
- Identify the location of hazardous material, e-waste, and white goods containment area
- Identify the location of above ground fuel tank containment area
- Identify the location of vehicle inspection tower
- Determine the TDSRS activation date/time
- Determine the TDSRS daily hours of operation

The following actions are considered best practices to record the baseline data on all selected sites:

- **Videotape and/or Photograph the Site.** AshBritt will thoroughly videotape and photograph (ground and aerial) each TDSRS before commencing activities. Under the direction of the TDSRS Manager, we will periodically update video and photographic documentation to track site evolution.
- **Document Physical Features.** AshBritt will note and document, via photographs, sketches, and narrative, existing structures, fences, culverts, irrigation systems and landscaping to help evaluate potential damage claims made later.
- **Historical or Archaeological Investigation.** AshBritt will research property past use and ownership to note any issues regarding historical or archeological significance. Our subject matter experts will contact the Texas Commission on Environmental Quality (TCEQ) and the State Historic Preservation Officer (SHPO) for assistance and notification of intent prior to assuming ownership through a lease agreement.
- **Baseline Soil Samples.** Advanced planning with the County and environmental agencies will establish requirements, a chain of custody, acceptable collection methods, certified laboratories and testing parameters. For samples, AshBritt will contract in advance with an environmental consulting firm who can respond rapidly to the County following an event. The firm will collect random soil samples, surface and sub-surface that may be impacted by debris management and volume reduction activities.

▪ *Permits*

AshBritt will acquire all permits necessary to complete the recovery in the County in full compliance with all local, state and federal guidelines. Ultimately, we will be responsible for determining what permits are necessary to perform specific work under the contract. Permits that may be expected include: temporary land-use permits, land use variances, grading permits, building permits (for temporary structures), electrical permits, waste processing permits, recycling operations permits, water and air quality permits, fire department permits (hydrant use), traffic permits, hazardous waste permits, coastal commission land-use permits, TCEQ, National Environmental Policy Act (NEPA) compliance permits, and EPA, USACE, UFWs and NMFS permissions.

Often, owing to mitigating circumstances following major catastrophic disasters, waivers are granted by governing bodies for certain permits and regulations directly related to recovery operations. The AshBritt team will coordinate with the County and state representatives to identify any official waivers that may affect the recovery. Often AshBritt employs the services of environmental consulting firms with extensive experience in preparing and obtaining regulatory permits in Texas. We have teaming partners on standby for this critical task. These firms are experts in the interpretation of federal Clean Water Act Sections 401 and 404 regulations, National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Department of Fish and Game Code, and all state and local statutes and regulations. Further, these firms have strong working relationships with federal and state regulatory agency staff, a fact that will go a long way in facilitating our permit procurement process.

When obtained, copies of all permits will be submitted to the County prior to the commencement of work under the applicable task order. AshBritt will promptly correct any citations or notices or violations, inadvertent or



otherwise, regarding issues with permits or licenses when received as a result of our or any of our subcontractor's actions or conduct during the performance of the contract. As operations proceed throughout the debris removal and reduction process, AshBritt's project and site management will direct additional data to be collected throughout the project for closeout and quality assurance reasons. These data can be compared to previously established baseline information to determine remediation that may be necessary.

- **Sketch Site Operation Layout.** TDSRS operations may grow, shrink, or shift on the site. It will be important to track reduction, hazardous waste collection, fuel, and equipment storage in order to sample soil and water for contaminants. AshBritt Quality Control (QC) personnel will periodically map or sketch activity locations so areas of concern can be pinpointed later for additional sampling and testing.
- **Document Quality Assurance Issues.** QC personnel will document operation activities that will have a bearing on site close out, such as petroleum spills at fueling sites; hydraulic fluid spills at equipment breakdowns; installation of water wells for stockpile cooling or dust control; discovery of HHW; and commercial, agricultural or industrial hazardous and toxic waste storage and disposal.
- **Plan Environmental Remediation.** As established, the final restoration of the landscape must be acceptable to the landowner, but within reasonable expectations. Therefore, AshBritt will plan landscape restoration as early as possible, preferably incorporating a basic plan in the lease.

- *NEPA Compliance*

The National Environmental Policy Act (NEPA) establishes national environmental policy and goals for the protection, maintenance, and enhancement of the environment. It also provides a process for the state to implement these objectives. AshBritt will execute operations of its assigned tasks in such a manner and extent to which is practicable that will minimize any significant effect on the environment. AshBritt will provide information relevant to its operations to the state and assist as directed for the purpose of assisting in the environmental assessments, analysis, and impact statements.

AshBritt's plan for compliance includes but is not limited to the following considerations:

- | Natural Environment                     | Physical Environment                            | Human Environment   |
|---|---|---|
| ■ Terrestrial Ecology                   | ■ Groundwater                                   | ■ Air quality   |
| ■ Wetlands and Aquatic Ecosystems       | ■ Surface water (lakes, sound, streams, rivers) | ■ National Pollutant Discharge Elimination System (NPDES) – Stormwater runoff |
| ■ Coastal Zone Management               | ■ Soils   | ■ Land use – Zoning   |
| ■ Marine Mammals                        | ■ Topography                                    | ■ Demographics  |
| ■ Plants (Natural and Invasive Species) |   | ■ Cultural and historical resources   |
| ■ Threatened and Endangered Species     |   | ■ Environmental Liability   |



AshBritt Hurricane Matthew Air Curtain Burning Operations in Charleston, SC - 2016



▪ *Environmental Recycling Plan*

As is widely known, major catastrophic disaster events such as category 4 and 5 hurricanes will yield massive and unwieldy amounts of diverse debris. It is important when planning for the disposition of disaster debris to remain environmentally conscious and to maximize to the greatest extent possible the diversion of debris from disposal in landfills. With sufficient pre-planning, more options, and greater opportunities are made available for the potential to recycle or to find beneficial uses for a greater percentage of the disaster debris stream. Though a challenging goal, maximizing diversion will minimize landfill space utilization, recover usable resources, conserve natural resources and potentially reduce costs of the overall recovery.



*Upon contract award, AshBritt will further refine its recycling plan and reach out to additional local recycling businesses and other non-profits to find available markets for potentially recyclable materials.*

AshBritt is dedicated to assisting the County as a function of our Pre-Planning commitment of the contract with the development or review of a strategic area-wide recycling plan. Our goal will be to devise a reasonable, area-specific plan that can be readily implemented and realized. AshBritt has pre-established relationships with national and local recycling firms that can be called upon to provide markets for recyclable storm debris

■ *Prompt Payment for Subcontractors*

Proper and efficient documentation and invoicing of recovery activities are vital to successful recovery missions and the attendant reimbursement process. The documentation is used and the system through which it is compiled and tracked is an integral and essential part of the recovery process. As debris is loaded at right-of-way collection points, monitors record all salient information onto load tickets. The information includes the location, truck number, load-hauling capacity (to match the affixed truck placard identification number), debris type, as well as other relevant information. Load quantities will be verified and "scored" or "called" by tower monitors at debris management sites or final destination sites. Once the official call is transcribed onto the "open" load ticket, and a validation signature is executed by the tower monitoring individual, carbon copies of the ticket are distributed as follows: one copy to the truck driver, two copies to the monitoring firm, and one copy for an AshBritt representative. The monitoring firm will provide one of its copies to the County. Multiple part tickets ensure that any loss of copies of tickets can be easily validated and that backups can be supplied.

*"The load ticket provides the most comprehensive information and a paper trail for FEMA Public Assistance Program reimbursement" - FEMA P-327 Monitoring Guide.*

All recorded load tickets are immediately scanned at our established data processing center and placed in the queue to get uploaded into our data management system. Before scanning, tickets are manually quality checked and batched together by tasking entity and work class (i.e., County, ROW, Stump, Haul Out, etc.). Before ticket data is entered into our system it is quality checked again, so should a ticket stray into an improper batch it can be bounced electronically into a quality control "indicator/hold" bin. From there our Data Manager or Data Quality Control staff can route it to the proper location. Data is then quality checked a third time (or more), as each of our subcontractor invoices are reconciled and approved through our data management system. Each billed ticket, by category, is matched and checked against the data input into our system. System rules or controls are put in place to ensure load tickets are not duplicated or otherwise tainted within our system. The process of scanning paper tickets and entering them in the system is eliminated when an ADMS system is utilized.



Variance reports are generated, and corrections are made on either side to ensure proper data entry and subsequent payments. *Furthermore, to assist our subcontractors we supply them with paper or electronic invoices that correspond to our system. This process significantly streamlines our subcontractor invoice approval and payment process, and, in turn greatly increases the accuracy and speed of our reconciliation and billing processes for the County.* All other forms used by AshBritt during the recovery process are in accordance with current FEMA requirements under auspices of the Public Assistance Program.

- ***Automated Debris Management System (ADMS)***

ADMS is a technology that eliminates the need for paper-based tickets during the disaster recovery mission. The ADMS systems operate using a mobile device such as a smartphone, personal digital assistant (PDA) or other portable hardware. Field Monitors capture pertinent information with the devices including GPS location, date/time, and equipment number and store it on the mobile device. Current systems utilize bar code technology, QR code or smart cards to collect pertinent data. Devices are capable of recording date, time, and location and some also have digital cameras for photo documentation. This functionality reduces data entry errors and allows for near real-time data review of operations. Discrepancies are significantly reduced resulting in cost savings and efficiencies. In the event an ADMS system is utilized, all data will be recorded electronically. ADMS systems improve production assessments and are a beneficial tool for developing public information messages. This also will increase the reconciliation of data and allows AshBritt to be able to deliver prompt payments to subcontractors.

*AshBritt has experience working with multiple ADMS's including those from 3<sup>rd</sup> party monitoring firms like Tetra-Tech (RECOVERYTRAC), Arcadis (HaulPass), and Thompson Engineering (Thompson Data Management Suite).*

- ***Reporting and Billing Overview***

With AshBritt's extensive experience and advanced Disaster Information Management System (DIMS), we can ensure streamlined and accurate reporting and invoicing which adheres strictly to established FEMA and FHWA guidelines. We can accommodate any frequency of billing cycles that are preceded by pre-invoice data reconciliations. This encompasses both unit and hourly rate services. Our streamlined process, which has been field tested over many years, has become our standard operating procedure and is now conducted for all invoice submittals.

As we separately track recovery service data through DIMS and other field reporting, all costs we invoice are segregated accordingly and clearly delineated on all invoices. All other salient information is clearly identified on invoices, and applicable backup is attached in a clear and concise fashion. This procedure increases both invoice clarity and accuracy. Our procedures significantly expedite client processing, audits and grant reimbursements. Given the flexibility afforded us by our real-time data processing and analysis, we are also open to any process suggestions by our clients. Our processes are extremely adaptable and flexible so that we can accommodate any specific billing procedures or systems. For the County, payment for work completed will be invoiced on a 30-day period. Invoices will be based on verified quantities from the daily operational reports. All applicable backup for all invoices will be included for ease of review and to facilitate timely reimbursement. Hourly Equipment Logs and Time Sheets are used during the emergency roadway clearing phase (emergency push). These are multi-part forms that are distributed to applicable parties. In addition to completed Truck Measurement Records and Load Tickets that are scanned and stored in our database, manual truck measurements are organized in binders for backup purposes. Moreover, Quality Control Representative (QCR) Deficiency Reports and other safety reports and logs are kept. All reports are collected and compiled by field supervisors and managers. They route them daily to our central processing office, where our Operations Manager reviews as necessary. Ultimately, a process is established to collect all the documentation needed to validate the location, time, type, length, and quantity of services conducted.



Per any Fort Bend County guidance and instruction, AshBritt will submit all project invoices and applicable backup and supporting documentation as required for validation. AshBritt will include as a backup for all billing periods hard copies of all the data in an Excel spreadsheet format and electronic files of the Excel spreadsheet in an acceptable format to the County. AshBritt recognizes that payments will not be made based off incorrect invoices; however, if our pre-invoice data reconciliation process is followed, all invoices should be fast-tracked for approval and payment. If a submitted invoice is erroneous, AshBritt will correct all errors and submit a revised invoice for payment. AshBritt will not bill for any debris collected in areas located outside of the assigned debris control zone, nor will we bill duplicate tickets. Our backup data and Excel spreadsheet will include, at a minimum and as applicable, the following for each load collected:

- Date of Load
- Time of Load
- Street Name and Area
- Debris Hauler Name (Subcontractor)
- Truck Number (Certs, as necessary)
- Certified Truck Capacity in cubic yards (Certs and Truck Record logs, as necessary)
- Net Cubic Yardage of debris disposed of (if applicable)
- Ticket Number
- Landfill Disposal Ticket Number (if applicable)
- Landfill Disposal Weight (if applicable)
- Destination of Material

Hard copies of the backup data spreadsheets accompanying all invoices will contain data and information pertaining only to the submitted applicable invoice. The spreadsheet included with each invoice summarizes all data and information from the project being billed during that period. The backup data will depict information from the field monitor documentation pertaining only to the invoice being submitted. All invoices will be submitted with a detailed tabular report listing all individual load tickets. The report will meet the County's requirements for invoicing and be approved prior to the invoicing process. AshBritt will submit a report to the County Debris Manager by close of business each day for the term of the work and contract. AshBritt will comply with Record Retention and Access (2 C.F.R. 200.333-337) regulations and will maintain records for a minimum of seven years.

*Note: Additional information on how we ensure prompt payments to our subcontractors can be found in our Subcontractor Plan later in this Tab.*

### **■ FEMA Understanding and Experience**

AshBritt's team has developed a working knowledge of the current regulations and language pertaining to the Public Assistance Program, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, the Sandy Recovery Improvement Act, and many other relevant programs. More importantly, we have personnel that have administered recovery programs for the State of Florida Division of Emergency Management and FEMA Region IV. In addition, we continually work with our clients to maximize their federal reimbursement by assisting them with a variety of necessary quality control checks including but not limited to:

- Review FEMA Project Worksheet (PW) for an accurate Scope of Work and unit costs.
- Recover process documentation – create a plan to process all daily logs, tickets from the field/contractor, and perform documentation (data entry) of the recovery process.
- Perform daily, weekly ticket reconciliation, and final reconciliation of the debris removal ticket ledgers and disposal ledgers (TDSRS to final disposal), per FEMA requirements.
- Provide FEMA Category A Submittals including final inspection reports.
- Review project documentation for consistency, compliance, and completeness.
- Assist with submission of Requests for Payment, if necessary.
- Make recommendations to the County representatives for reimbursement tasks.
- Assist the County with negotiations with federal and state agencies, and verify completion of work task



items for FEMA Category A-B for contract closeout.

- Provide pre-event training and recovery overview to the management staff, applicable Fort Bend County staff, and elected officials as needed.
- Brief the County Debris Manager on the recovery process, critical meetings, required procedures and the current disaster recovery environment to avoid lost opportunities and delays with reimbursements.
- Recommend and assist in the organization of a community disaster recovery program and team.
- Prepare and brief the local disaster recovery team for key FEMA recovery meetings, the Applicant's Briefing and the Kick-off Meeting.
- Assist County staff with preliminary documentation for the project worksheets, a critical undertaking to ensure full reimbursement.
- Assist and support the local recovery team throughout the recovery for as long as needed.
- Provide guidance of alternate grants (NRCS, FHWA, State DOT, et al.) and/or mitigation opportunities such as the Hazard Mitigation Grant Program (HMGP) resulting from the disaster event.
- Assist in implementing the guidance from MAP 21.
- Conduct an exit interview with community managers and/or local recovery team members.
- Prepare a disaster event after action report for community management.
- Remain available for additional special assistance and guidance such as an audit.

• ***Staying up to Date***

AshBritt is always staying abreast of the most up to date FEMA and State of Texas guidance. On 01/01/2016, FEMA published the new FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG), which is a comprehensive, consolidated program and policy document for Public Assistance program grants. The PAPPG will supersede all previous policies and publications for disasters declared on or after January 1, 2016. AshBritt has thoroughly reviewed this document and all the changes it has on previous FEMA 9500 policies, guidebooks, and regulations. In addition, AshBritt attended the FEMA class: "Procurements Under FEMA Awards". This new guidance *Checklist for Reviewing Procurements by Federal Grant Grantees and Subgrantees* published by FEMA (09/15), and the applicable *Field Manual – Public Assistance Grantee and Subgrantee procurement Requirements Under 44 C.F.R. PT.13 & 2 C.F.R. PT.215*, which updates some of the regulations and standards our industry has abided by for many years. AshBritt has read and fully understands the guidelines; their importance cannot be overstated:

"The Uniform Rules, where applicable, supersede the procurement standards formerly found at 44 C.F.R. § 13.36 (applicable to states, local, and Indian tribal governments) and 2 C.F.R. pt. 215 (applicable to institutions of higher education, hospitals, and private nonprofit organizations)" – FEMA Procurement Disaster Assistance Team (PDAT) Training

• ***Sandy Recovery Improvement Act***

On January 29, 2013, President Obama signed into law the Sandy Recovery Improvement Act of 2013. This law amends Title IV of the Robert T. Stafford Disaster Relief and Emergency Act (Stafford Act). Specifically, the law adds Section 428, which authorizes alternative procedures for the Public Assistance Program under section 403(a)(3)(A), 406, 407 and 502(a)(5) of the Stafford Act. It also authorizes FEMA to implement the alternative procedures through a pilot program.

AshBritt is one of the few disaster response & recovery contractors who has experience with these alternative procedures established by the Sandy Recovery Improvement Act (SRIA). AshBritt's clients in Georgia and South Carolina utilized these programs for the 2014 Winter Storm Pax event.

• ***Maximizing Reimbursements under the SRIA***

AshBritt has operated under the Sandy Recovery Improvement Act (SRIA) program on recent missions and as previously mentioned we have personnel that have administered these pilot programs at the Florida Division of Emergency Management. There are four programs that will assist in maximizing funds for Fort Bend County that



have stemmed from the SRIA. The method by which AshBritt will assist in utilizing them for the County is identified below:

▪ ***Accelerated Debris Removal –Increased Federal Cost Share (Sliding Scale)***

This pilot program authorizes an increased federal cost share for the collection, hauling, processing and disposal of debris when sub-grantees perform removal operations within the specified timetable in the figure on this page. During February of 2014, AshBritt was activated in South Carolina and Georgia for Winter Storm Pax. At that time, we assisted seven jurisdictions (Georgetown, SC; Colleton, SC; Marion, SC; Sumter, SC City and County; Hampton, SC; and Augusta, GA) while they implemented the Accelerated Debris Removal (Sliding Scale). AshBritt assisted the jurisdictions with the process for notifying FEMA of the intent to use the programs and maintaining communication with them on the status of the programs throughout the process.

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)	

▪ ***Recycling***

Though a challenging goal, maximizing diversion will minimize landfill space utilization, recover usable resources, conserve natural resources and potentially reduce costs of the overall recovery. Upon contract award, AshBritt will further refine its recycling plan in addition to utilizing local recycling firms, and reach out to non-profits to find available markets for potentially recyclable materials in addition to our pre-established recycling companies. AshBritt is dedicated to assisting the County as a function of our Pre-Planning commitment of the contract with the development or review of a strategic area-wide recycling plan. Our goal will be to devise a reasonable, area-specific plan that can be readily implemented and realized.

▪ ***Straight Time Force Account Labor***

When jurisdictions utilize their labor forces to perform all or part of debris removal operations, FEMA will reimburse, at the appropriate cost share level, the base and overtime wages for existing employees and hiring of additional staff. This program not only increases the knowledge and experience of the County's staff, but it will also increase the rapport between AshBritt and the County. AshBritt and the County will have more of a hands-on role and relationship at which time they will further refine their respective roles in the mission. It is important to note that the new 2016 Public Assistance Program and Policy Guide elaborates further on these labor rules and regulations (Pg. 23-24).

▪ ***Debris Management Plans***

This program can provide the County with a one-time incentive of a 2% increase in the cost share adjustment applied to debris removal work completed within 90 days. These plans must be submitted to the Texas Division of Emergency Management Recovery Bureau to review and eventually submit to FEMA for acceptance into the program. AshBritt believes that this program benefits the County in more ways than just receiving the upfront increase in the cost share. Proper Mitigation and Planning can provide tremendous savings. AshBritt prides itself on maintaining the most diverse and experienced core team in the industry. All senior management and specialists are proficient not only in the recovery phases, but also in the planning phases of disaster debris management. We will be more than happy to review and be a part of the annual update of the County's Disaster Debris Management Plan.

• ***Experience with Contract Auditing***

AshBritt will assist the County with audits and documentation requests for years after the event is closed. AshBritt follows standard protocols identified in the slides below to prevent de-obligation and issues during audits.

- |  |  |
|--|--|
| <p><b>First Level of support: Avoid Conflicts!</b></p> <ul style="list-style-type: none"><li>■ Know the rules &amp; comply with them</li><li>■ Follow Federal Procurement guidelines</li><li>■ Document: Get it all in writing</li><li>■ Be thorough: No incomplete paperwork</li><li>■ Track all project costs</li><li>■ Tie back all costs to specific PWs</li><li>■ Quality control &amp; reconcile on an “as-go” basis</li></ul> | <p><b>The Audit Process: Interfacing</b></p> <ul style="list-style-type: none"><li>■ Validate project data continually throughout recovery process</li><li>■ Multi-part forms as “checks-and-balances.”</li><li>■ Scan &amp; record all project paperwork for efficient filing &amp; reference</li><li>■ Data swapping &amp; cross-checking exercises</li><li>■ Pre-Invoice reconciliations to ensure accurate billing and supporting backup data</li><li>■ Common data formats and flow processes</li></ul> |
|--|--|

*Note: AshBritt has provided the results of an audit done by the OIG for our Hurricane Sandy Mission in the state of New Jersey. Audit: OIG-14-45-D. 02/2014*



**OFFICE OF INSPECTOR GENERAL**  
Department of Homeland Security



Figure 2: Debris at Temporary Staging Site in Little Egg Harbor, New Jersey.  
Source: Little Egg Harbor Township Department of Public Works.

**RESULTS OF AUDIT**

New Jersey complied with applicable Federal and State procurement standards when procuring emergency contracts for statewide debris removal and monitoring activities related to Hurricane Sandy. In addition, a local municipality's use of these contracts during the exigent period FEMA identified (November 4, 2012, to January 3, 2013) would meet State and Federal procurement standards.

**New Jersey's Emergency Debris Removal Contracts**

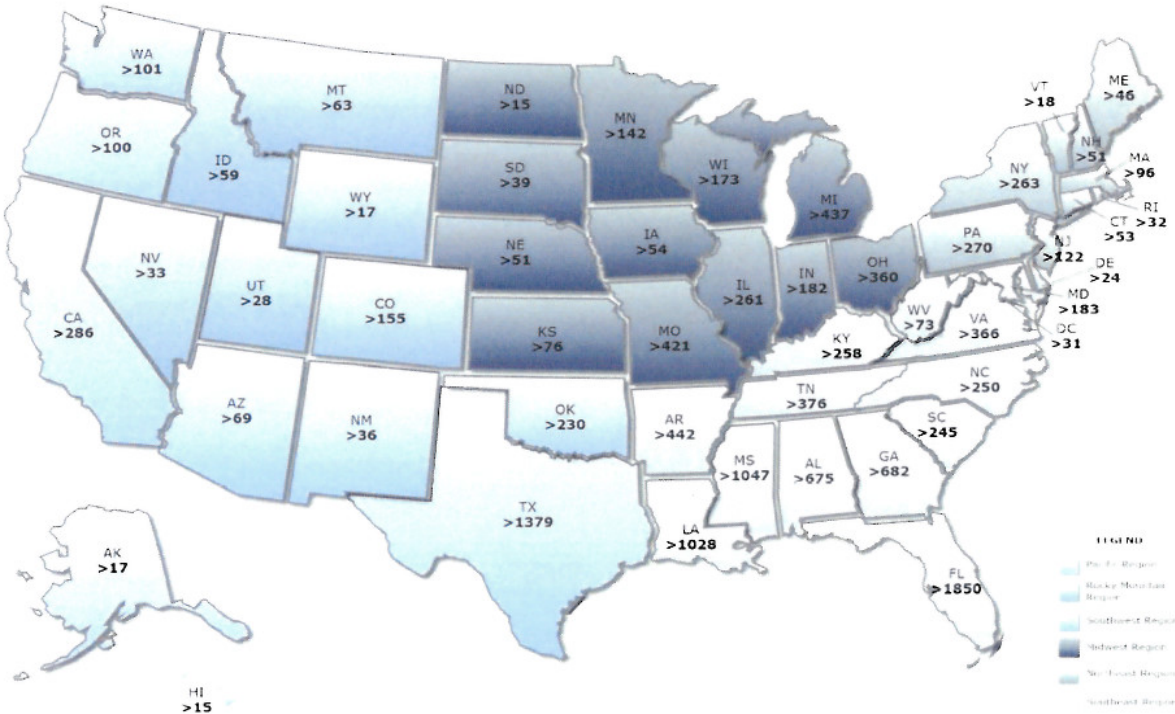
New Jersey complied with applicable Federal and State procurement standards when procuring emergency debris removal contracts for statewide debris removal related to Hurricane Sandy. Federal procurement regulations at 44 Code of Federal Regulations (CFR) 13.36 prescribe how states, as FEMA grantees, should procure property and services under a FEMA award. Specifically, 44 CFR 13.36(a) requires a State to: (1) follow the same policies and procedures it uses for procurements from its non-Federal funds, and (2) ensure that every purchase order or other contract includes any clauses that Federal statutes and executive orders and their implementing regulations require.

According to New Jersey procurement laws, the State must generally procure contracts for goods or services after public advertisement for bids (New Jersey Statute Annotated 52:34-6). However, the State may use noncompetitive procurement under exigent circumstances. New Jersey Statute Annotated 52:34-10(b) does not require advertisement for bids when "the public exigency requires the immediate delivery of the articles or performance of the service."



### **■ Subcontractor Plan**

AshBritt has over 13,000 registered recovery-related subcontractors and vendors nationwide, with over 1350 in the state of Texas. AshBritt will perform at least 30% of the work with our own forces and give first priority to utilizing resources located within the disaster area. See our Small Business Goal Achievement section below for further information on our ability to utilize SBE subcontractors.



Subcontractor participation in disaster recovery missions is instrumental to the success of any project. As such, it is important that all stakeholders fully appreciate and comprehend the subcontracting plan and compliance controls exercised by a prime contractor. AshBritt always takes affirmative steps to assure that Minority Business Enterprises (MBE), Women's Business Enterprises (WBE), Small Business Enterprises (SBE), and Disadvantaged Business Enterprises (DBE) are used whenever possible in accordance with 44 CFR 13.36(e), the FEMA Checklist for Reviewing Procurements by Federal Grant Grantees and Subgrantees (#6), and 2 CFR 215.44b. This requires contractors to put forth positive efforts to utilize minority owned, women's business enterprises, and small businesses to the greatest extent practical. AshBritt also adheres to the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented by Department of Labor regulations.

These next sections elaborate upon how we will comply with these laws and regulations. AshBritt has always maintained a solid commitment and plan for the inclusion of local, small, minority, and disadvantaged businesses. More importantly, we have the historical data to substantiate this as identified below in our Small Business Goal Achievement section. AshBritt understands the complex perception that limits the participation of small, minority, women-owned, and disadvantaged business enterprises on projects. We typically overlook these perceptions, simply because the employment of these companies historically benefits all stakeholders after a disaster event: the local community, the firm itself, us as a prime contractor, and the client. Owing to our long history, we have the experience in managing sensitive relationships in complex projects such as disaster recovery, including partnering, teaming, and joint ventures with both small and large firms. We pride ourselves on understanding our role as a professional stakeholder within these relationships, and we stay committed to local team building and developing quality relationships.



AshBritt makes ongoing efforts to create new subcontractor relationships. We welcome any referrals by local representatives to meet and to confer with native subcontractors. It behooves all parties involved to establish relationships and commitments prior to any storm event. AshBritt believes that the best solution is pre-disaster planning for identification and eventual inclusion of local businesses in the post-event recovery projects. The pre-event planning and relationship building must take place on an annual basis, and any subcontractor lists or relationships will be consistently updated.

- ***Commitment***

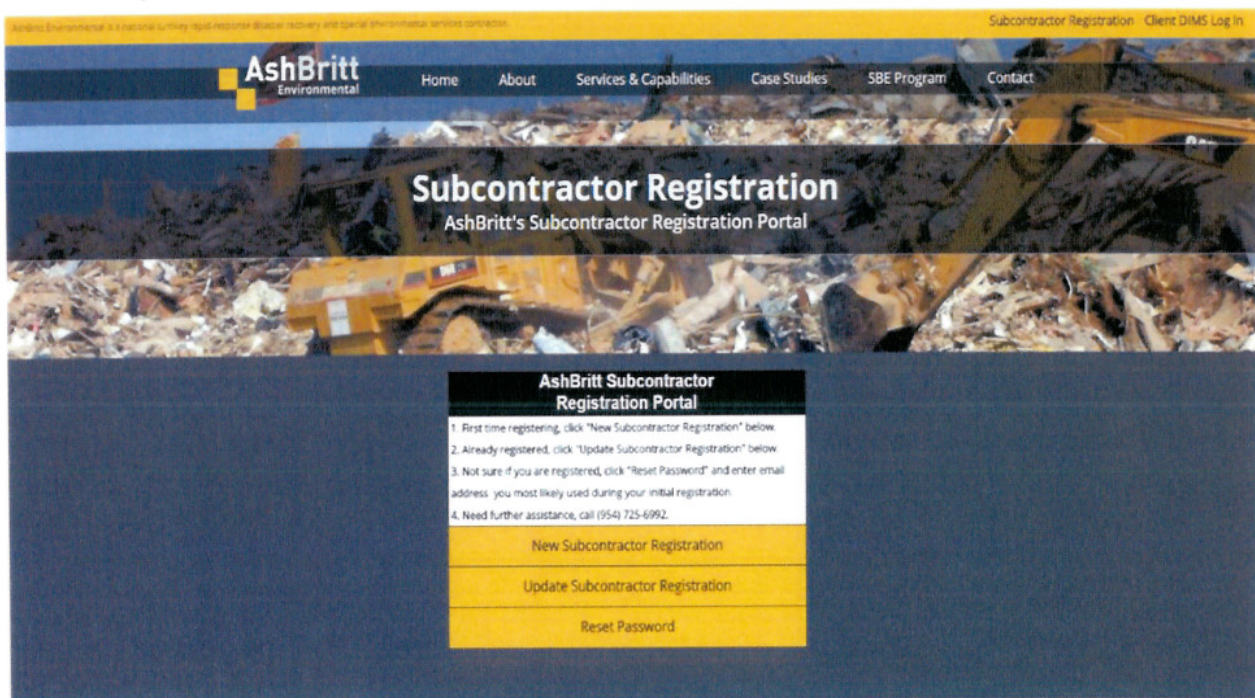
Our industry, on the whole, is largely based on subcontractor resources, both firms, and personnel. AshBritt has worked with thousands of subcontractors and individuals over our history. We maintain records and databases of all past subcontractors and employees, and we always encourage newly interested firms and qualified individuals to register and submit resumes through our newly redesigned website ([www.AshBritt.com](http://www.AshBritt.com)). Additionally, we maintain a core group of standby subcontractors who are exclusively available for deployment on AshBritt projects. We engage local, minority, women business enterprises, and other disadvantaged businesses whenever possible.


*Local contractors and individuals are extremely beneficial, as they are quick to mobilize, highly motivated to assist their community and knowledgeable about local customs, politics, demographics, geography and area suppliers.*

Moreover, we are committed to giving local firms and individuals the first opportunity for work when it is available. We have accumulated our robust pool of qualified staff reservists across the country by following such a practice. Simply put, all available local resources are indispensable to the rapid, efficient, and successful completion of any recovery project. AshBritt will perform at least 30% of the work with our own forces and give first priority to utilizing resources located within the disaster area.

- ***AshBritt's New Website Registration***

AshBritt has provided images of the new subcontractor registration page of our redesigned website below.





## SUBCONTRACTOR REGISTRATION FORM

**GENERAL COMPANY INFORMATION**

*\*Required Field*

**Company \***

**Federal Identification Number ?**

**First Name \***

**Last Name \***

**Address \***

**Address Line 2**

**ZIP Code \***

**City \***

**State \***

**County \***

**Business Phone \***

**Business Fax**

**Cell Phone \***

**Availability**

☐ Check this box if your resources are currently available

**AshBritt Experience**

☐ Check this box if you have previously worked with AshBritt

**AshBritt Previous Experience ?**

List the AshBritt project(s) you have worked

**BUSINESS SIZE AND CLASSIFICATION** CHECK ALL THAT APPLY

*For assistance in determining your business size and classification, please [CLICK HERE](#).*

<p><input type="checkbox"/> Large Business (LB)</p> <p><input type="checkbox"/> Small Business (SB)</p> <p><input type="checkbox"/> Small Disadvantaged Business (SDB)</p> <p><input type="checkbox"/> HUBZone Small Business</p> <p><input type="checkbox"/> Other Small Business Certifications ?</p>	<p><input type="checkbox"/> Woman-Owned Small Business (WOSB)</p> <p><input type="checkbox"/> Veteran-Owned Small Business (VOSB)</p> <p><input type="checkbox"/> Service-Disabled Veteran-Owned Small Business (SDVOSB)</p> <p><input type="checkbox"/> Are you Registered with the System for Award Management? ?</p>
---	---

List all state, county and local small business certifications currently held

Our selection process is broken down into three generic steps: 1) Identification, 2) Qualification, and 3) Deployment. They are as follows:

- **Identification:** Identification of subcontractors is ideally conducted as part of the pre-planning process prior to the event response. Given the unpredictability of disasters, additional identification of subcontractors, especially those within the County and affected areas, occurs just after events and often throughout the recovery. In addition to utilizing the pre-identified subcontractors, various public and private sources can canvass additional useful and qualified subcontractors. Further, we can glean valuable business background information to reference against our subcontracting goals. Subsequently, we work



toward cataloging all identified firms into our subcontractor database. Our Subcontractor Management System is a customized web-based computer application that allows for efficient information storage, retrieval, and subsequent ongoing identification of subcontractors from the affected region. A robust and sophisticated set of filtering parameters allows for the efficient culling of relevant data, making our selection process one of the amplest and rapid screening process in the industry.

- **Qualification:** Qualification and vetting of viable subcontractors are accomplished through an operational, financial, and administrative review, which includes, but is not limited to, the following:
  1. An initial interview—via phone or in person.
  2. A review of equipment and resource list, work history, special qualifications, and capabilities.
  3. A review of applicable Dunn and Bradstreet Reports.
  4. An on-site inspection of facilities and equipment, as applicable.
  5. An insurance review to ensure current or future contract compliance.
  6. A review of the Excluded Party List System (EPLS) now identified as System for Award Management (SAM): [www.sam.gov](http://www.sam.gov) as directed by FEMA Recovery Policy (RP) P9580.212 Public Assistance Grant Contracting FAQ.
- **Deployment:** Deployment of subcontractors on an AshBritt mission will take place only after careful consideration, evaluation, and selection by an AshBritt authorized representative. Ultimately, the selection process culminates with the execution of a Subcontract Agreement, either pre-event/position or post-event. This vetting process is based on the information obtained during the second phase of the hiring process. AshBritt will review in detail the scope of work each local contractor may be asked to perform within the terms of their contract. They will be briefed on all aspects of the operation, including safety rules and regulations, and required toolbox discussions, attendance at weekly safety meetings, use of the tracking system, invoicing procedures and all facets of AshBritt's response procedures. Furthermore, they will be provided the opportunity to review and ask questions about their Subcontract Agreement (Contract).

- ***Subcontracting Plans & Agreements***

Relying on subcontractor resources makes it critical to establish stringent standards and guidelines to protect our own and the County's interests. AshBritt's Base Subcontracting Plan sets performance criteria for all prospective subcontractors. It also works to develop a professional and capable workforce and to promote workforce diversity and the inclusion of small and disadvantaged firms. Most importantly, it ensures real participation of qualified disaster-affected local firms. All potential subcontractors, to perform under an AshBritt contract, must be pre-approved from our resource database, have a favorable evaluation from either a prior AshBritt project or at least three non-AshBritt projects, or the favorable endorsement of the client. Additionally, all equipment to be deployed is thoroughly inspected and certified as operationally safe. Workforce Safety training is administered when necessary, and a compliance agreement with all safety policies as mandated by all governing authorities must be acknowledged.

***Subcontractors must execute a Subcontractor Agreement, which defines the scope of work, responsibilities, accountabilities, and binds the subcontractor to comply with Federal Acquisition Regulations (FAR) and FEMA regulations, as well as all contract requirements.***

They must also execute a hold harmless agreement indemnifying respective entities and agents. Further, based on anticipated participation revenues, comprehensive insurance coverage, including worker's compensation is mandated. A certificate of liability insurance with established limits must be submitted before work can commence. Moreover, compliance with all applicable federal, state, and local tax, unemployment compensation, and worker compensation laws is mandated.

- ***Notifying Subcontractors to Comply with Requirements***

AshBritt will be able to notify subcontractors to comply with all requirements through their individual subcontractor agreements. AshBritt has a Quality Control Program that utilizes multiple quality control personnel



to verify contract compliance is maintained by all subcontractors throughout the mission.

Local small business subcontractors present challenges as well as advantages. On the plus side, as we have mentioned, they know the local area well and in some respects may offer immediate effectiveness in identifying what will become critical and sensitive sections of the affected jurisdictions. High-level demographics and socioeconomic factors that may be success factors for a timely and orderly return to normalcy are likely to be more quickly understood by locals, resulting in production advantages. The negative side of local small businesses, out-of-state small businesses, and most small disaster driven start-ups is well known to AshBritt from our experience with Hurricane Katrina mission in Mississippi.

Large-scale disaster response and recovery missions, to achieve significant success, must have the highest safety standards, the strictest oversight standards, and heightened labor protection standards. The safety requirements of the USACE EM 385-1-1, our governing safety document, are unknown to most of the small businesses encountered in disaster areas. The safety requirements force better and more expensive equipment, better training and much higher levels of safety awareness than small businesses on average. The requirements of the Service Contract Act and the Fair Labor Standards Act for wage determinations, holiday pay rules, and overtime payments are much less likely to be understood before the event by small businesses, whether local or not.

This was true in our Hurricane Katrina experience and resulted in AshBritt continuously providing pamphlets of information and instructions to subcontractors in our efforts to comply with our USACE Contract Requirements. Our success in this area is a testament to the effectiveness of the AshBritt managers in conveying accurate information to subcontractors.

- ***“Small” Business Goal Achievement***

*Hurricane Sandy Recovery Mission: AshBritt subcontracted over 65% of the subcontracted work to small business in the New Jersey Hurricane Sandy effort. The goal set by AshBritt in our proposal was 40%.*

For our Hurricane Katrina recovery mission, AshBritt’s contractually obligated goal for hiring small business concerns, which included HUB Zone SB, SDB, MBE, WOSB, HBCU/MI, and VOSB (including Service-Disabled VOSB) was 60 percent. AshBritt surpassed that goal of 60 percent small business subcontractor utilization mark. Furthermore, throughout our history, AshBritt has had great success in employing HUB/SBE/MBE/WBE and DBE businesses on our past disaster debris management contracts, often exceeding 50 to 60 percent local participation. We have always strived to meet and exceed any expectations for our past clients, and we have typically exceeded their and our goals.

- ***Subcontractor Monitoring***

It is important to state that all subcontracted personnel, assets, and all related information, records, and documentation from Subcontractor Agreements to operations tracking data to accounting information to final release of liens are collected, processed, and archived through our Disaster Information Management System (DIMS). The entire evolution and coordination of subcontractor management is documented through DIMS, as far as work-critical information and records concerned.

DIMS and AshBritt’s Subcontractor Audit System is utilized to track all engaged assets, work site locations, work performance and production, project deficiencies and resolutions, project billing and discrepancy resolution. These data are available on demand and can be customized through various reports over established project timelines (i.e., daily production and weekly progress). All archived documents are available for batch download. Mostly, these systems reflect the direction and activities of subcontractor performance in the field, as managed by AshBritt’s command chain.



- **Local Partnership**

*AshBritt has presented a letter of interest from Waste Corporation of America – Fort Bend Regional Landfill, L.P., a Texas Limited Partnership.*

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February 8, 2017

AshBritt, Inc.  
565 E. Hillsboro Blvd  
Deerfield Beach, FL 33441

**Subject: Fort Bend County, TX RFP 17-045 for Contingency Debris Clearing, Removal and Disposal and Operation of Temporary Debris Staging and Reduction Sites**

Dear Mr. Holsinger,

This letter serves as notification of our interest to assist Fort Bend County, TX & AshBritt, Inc., by offering to make our services available in the event they are awarded the contract, and are activated for Contingency Debris Clearing, Removal and Disposal and Operation of Temporary Debris Staging and Reduction Sites during the contract's term.

- **Company Information:** Regional Vice President, **Matt Graham** (Fort Bend Regional Landfill, L.P., a Texas Limited Partnership, incorporated in 2000.
- We qualify as the following business types (check all that apply)
  - ☐ Small Business
  - ☐ Small Disadvantaged Business
  - ☐ Woman-Owned Small Business
  - ☐ HUBZone Business
  - ☐ Veteran-Owned Small Business
  - ☐ Service-Disabled Veteran-Owned Small Business
- **Federal ID # 901-0131947**
- **Current/Active licenses held: TCEQ MSW Permit number 2270**
- **Number of Equipment/Personnel Available: 15 various pieces of equipment available/ 22 Full time employee's.**

If anything additional is needed feel free to reach me at 832-456-1422.

Sincerely, DocuSigned by:  
*Matt Graham*  
94736EA1E6DF441...

8515 Highway 6 South • Houston, TX 77083 • Tel: 281-368-8397 • Fax: 281-561-7496

**ASHBRITT INC. RESPONSE TO FORT BEND COUNTY, TX  
RFP #17-045 FOR CONTINGENCY DEBRIS CLEARING, REMOVAL AND DISPOSAL AND OPERATION OF TDSRS**



**Certificate Of Completion**

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Source Envelope:  
Document Pages: 1  
Supplemental Document Pages: 0  
Certificate Pages: 4  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 1  
Initials: 0  
Payments: 0

Status: Completed  
  
Envelope Originator:  
Aaron Rud  
  
1330 Post Oak Blvd  
Floor 30  
Houston, TX 77056  
arud@wcamerica.com  
IP Address: 4.31.3.194

**Record Tracking**

Status: Original  
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Holder: Aaron Rud  
arud@wcamerica.com

Location: DocuSign

**Signer Events**

Matt Graham  
mgramam@wcamerica.com  
WCA - RVP  
V.F. Waste Services, LLC  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure:  
Accepted: 2/9/2017 3:47:04 PM  
ID: 76e56d58-a815-4cab-8316-c64beb361674  
Company Name: WCA

**Signature**

DocuSigned by:  
*Matt Graham*  
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<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Notary Events</b>		<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	2/9/2017 3:46:08 PM
Certified Delivered	Security Checked	2/9/2017 3:47:04 PM
Signing Complete	Security Checked	2/9/2017 3:47:17 PM
Completed	Security Checked	2/9/2017 3:47:17 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		



Electronic Record and Signature Disclosure created on: 3/11/2014 9:06:05 AM  
Parties agreed to: Matt Graham

#### **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, [[CompanyName]] (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

##### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

##### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

##### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

##### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact [[CompanyName]]:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [ajones@wcamerica.com](mailto:ajones@wcamerica.com)

**To advise [[CompanyName]] of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [ajones@wcamerica.com](mailto:ajones@wcamerica.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from [[CompanyName]]**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [ajones@wcamerica.com](mailto:ajones@wcamerica.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with [[CompanyName]]**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [ajones@wcamerica.com](mailto:ajones@wcamerica.com) and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.



**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify [[CompanyName]] as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by [[CompanyName]] during the course of my relationship with you.

## **Safety Plan**

### **AshBritt Corporate Health and Safety Plan Statement**

AshBritt is committed to protecting our employees, our clients, and the general public on all disaster recovery projects. This fundamental value is paramount to us and is inherent in all our operations. **Our goal is ZERO safety incidents.** AshBritt considers safety and environmental concerns very seriously in any disaster recovery or debris management operation, and we have an impeccable record as a result. From our organization's beginning with Hurricane Andrew through Hurricane Katrina and with Hurricane Sandy, our safety record has been excellent. **AshBritt's current EMR rating is .78.** During our management of Hurricane Katrina, under the U.S. Army Corps of Engineers, we maintained negligible lost-time injuries to total man-hours worked. Additionally, in managing 52 Debris Management Sites, we had relatively few environmental safety impacts. Given the scope of the mission, these achievements are truly extraordinary. The following guidelines validate our commitment to safety:

- The Operations Manager (OM) is responsible for supporting and monitoring the safety, health and risk management process
- Environmental Health and Safety Manager (EHSM) is responsible and accountable for leading and implementing the safety, health, and risk management process
- All supervisors possess skills and knowledge commensurate with project responsibilities
- All employees must comply with safety, health, and risk management requirements
- We continuously improve safety management by identifying and implementing innovative ideas and processes. Our innovative **Safety Pays Program** rewards proper safety behavior by distributing gift cards and recognizing outstanding safety acts on each job.
- We foster a culture that aligns safety, health and risk management with all other business objectives
- We persistently emphasize the importance of safety, health and risk management to our employees
- Planning, process and lack of incidents will be the measure of our success
- Referenced Materials: AshBritt H&S Manual, USACE EM 385-1-1, 29 Code of Federal Regulations (CFR) 1910,1926 and ANSI Standards

Our emphasis on providing a culture of safety begins with the assignment of responsibilities to qualified personnel who will have the authority to implement the provisions of our Site-Specific Safety and Health Plan (SSHP) which can be found below. The following specific Activity Hazardous Analysis (AHA) addresses the possible hazards involved in the project. AshBritt has developed a comprehensive SSHP for employment during any recovery mission. Our SSHP incorporates the aspects necessary to ensure the safety of all employees, clients, and the public.

### **Safety Pays and Experience**

AshBritt has put in place extensive policies, procedures, and incentives all designed to provide a safe and healthy work environment for all of our employees, subcontractors, residents, and customers. We have demonstrated such in our OSHA logs. Our OSHA Lost Time and Recordable Incidents for the last five years is as follows:

#### **Experience Modification Rating:**

2016	2015	2014	2013	2012
.78	.98	1.02	.99	1.39

#### **OSHA Lost Work Day Rate:**

2016	2015	2014	2013	2012
0	0	0	0	0

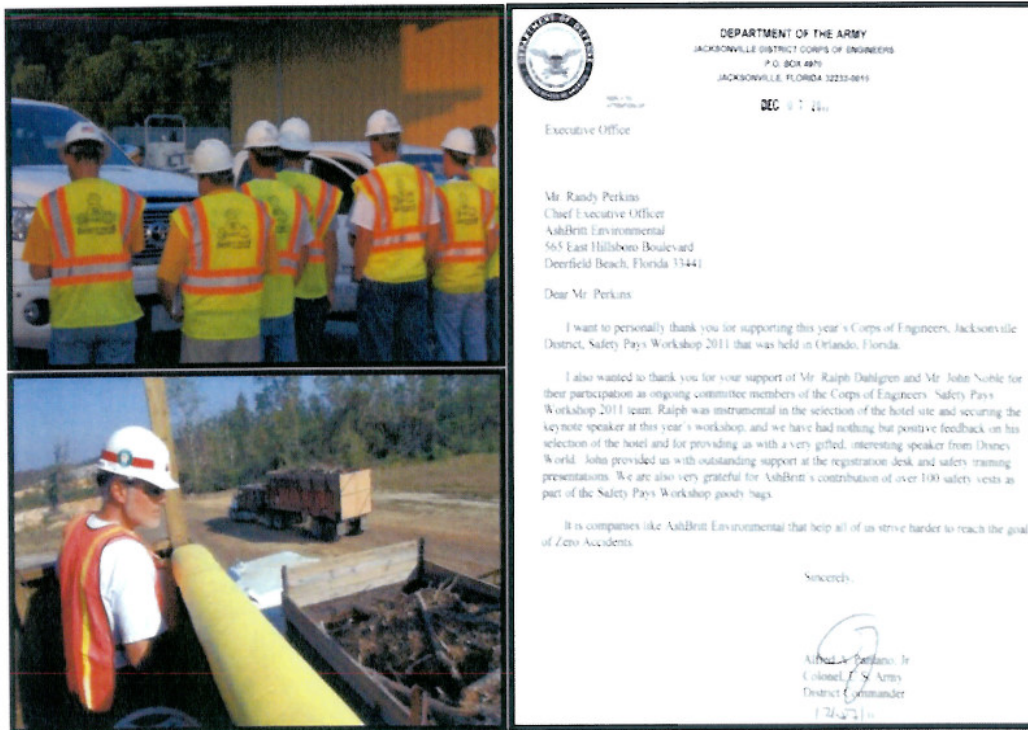
#### **OSHA Recordable Incidents Rate:**

2016	2015	2014	2013	2012
0	0	0	0	0



**ASHBRITT INC. RESPONSE TO FORT BEND COUNTY, TX  
RFP #17-045 FOR CONTINGENCY DEBRIS CLEARING, REMOVAL AND DISPOSAL AND OPERATION OF TDSRS**

Our Team has put in place extensive policies, procedures, and incentives all designed to provide a safe and healthy work environment for all of our employees, subcontractors, residents and customers. Our goal on every job is **Zero Incidents** - to ensure that all work is completed safely, with appropriate tools, the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM385-1-1) and Occupational Safety and Health Standards are the cornerstone of our SSHP. This goal takes priority over all scheduling concerns.



▪ ***Safety Pays in 2016***

As an example of our commitment to safety, below is an image from one of our Safety Pays Program meetings for our Hurricane Matthew Disaster Debris Removal project in Martin County, FL.

Based on their exceptional teamwork and situational awareness, Juan Macias, operator from Atlantic Coast Transport was issued a Safety Pays award by Project Manager Christopher Holsinger as Safety Pays Recipients for the week of 10/26/16:



- *Site Specific Safety and Health Plan*



## Debris Operations: Site Specific Safety Plan (SSSP)

Client Name: TBD Contract Number: TBD

Contractor Name: AshBritt, Inc.  
565 East Hillsboro Boulevard Deerfield  
Beach, Florida 33441  
954-725-6992 Phn 954-725-6991 Fax  
Email: info@ashbritt.com

Contact Name: TBD

AshBritt, Inc. is committed to protecting its employees, its clients, and the general public on all disaster recovery projects. This fundamental company value is paramount to us and is inherent in all our operations. Our goal is zero safety incidents. The following guiding principals support our philosophy and our continued success:

- Senior management is responsible for supporting and monitoring the safety, health, and risk management process.
- The field organization is responsible and accountable for leading and implementing the safety, health, and risk management process.
- Supervisors possess skills and knowledge commensurate with project responsibilities.
- All employees must comply with safety, health, and risk management requirements.
- We continuously improve safety management.
- We foster a culture that aligns safety, health, and risk management with all other business objectives.
- We persistently emphasize the importance of safety, health, and risk management to our employees and partners.
- Planning, process, and lack of incidents will be our measure of our success.
- Referenced Materials: AshBritt H&S Manual, EM 385-1-1, 29 Code of Federal Regulations (CFR) 1910.1926 and ANSI Standards

The following *Site Specific Safety Plan* identifies the scope of work, accompanying hazards, applicable control and preventative measures, as well as the orientation, instruction, inspection, reporting, communication lines and investigations of safety concerns and incidents. Furthermore, it identifies the roles and responsibilities of key management in carrying out the plan objectives.

### Description of Work to be Performed:

Debris Loading, Debris Hauling (Pick-Up & Haul), Debris Reduction, Final Disposition of Reduced Debris/Material & DMS Restoration

### Working Reference Emergency Response Plans:

Spill Plans (01.E.01, 06.A.02) Firefighting Plan (011.01, 19.A.04)  
Contingency Plan for Severe Weather (19.A.03)

Source: U.S. Army Corps of Engineers, Manual EM 385-1-1.  
AshBritt, Inc. | Site Specific Safety Plan

2016



## Plan Elements

### 1. Scope of Work Evaluation

- Debris Loading
- Debris Hauling
- Debris Reduction
- Transport of debris to final disposal
- TDSRS Restoration

### 2. Activity Hazard Analysis

Prior to commencement of any single phase of the wet debris mission, the project manager and/or project safety officer will address the *Activity Hazard Analysis* (see attached) in addition to the particular concerns associated with the work area covering:

- |                                       |   |
|---------------------------------------|---|
| ■ Physical hazards                    | ■ Weather conditions (cold, lightning, severe wind, etc.) |
| ■ Fluid leaks/spills                  | ■ Water Temperature                                       |
| ■ Working pre/post daylight hours     | ■ Public Interference                                     |
| ■ Equipment and Vehicle Traffic       | ■ PPE and Associated Safety Gear                          |
| ■ Personnel access and egress routes. | ■ Power Lines   |
| ■ Heat/Cold stress                    | ■ Wildlife Concerns                                       |
| ■ Environmental concerns              |   |
| ■ Noise hazards                       |   |
| ■ Equipment and Rigging hazards       |   |

### 3. Control Measures

AshBritt, Inc. site staff will monitor the hazards, risks and exposures in accordance with this Site Specific Safety Plan. The plan addresses the various hazards, risks and exposures. Unsafe or unhealthy work conditions; practices or procedures shall be corrected in a timely manner based on the severity of the hazard.

### 4. Personal Protective and Safety Equipment

Personnel will be trained in the proper use and application of PPE. At a minimum, personnel shall be required to wear clothing suitable for the weather and conditions including Class 2 Hi-Vis clothing as the outer layer (per ANSI/ISEA 107), shirts with sleeves, long trousers, safety shoes or boots, and head protection (per ANSI Z89.1). As or if hazards warrant, hearing protection (per 29 CFR 1910.95), eye protection (per ANSI Z87.1), hand protection, and respiratory protection shall be required. Persons handling rough, sharp edged, abrasive materials, or work that subjects the hands to lacerations, punctures, burns, or bruises shall use hand protection.

4.1. All ground work requiring the use of a chainsaw will be performed per 1910.266(e)(2) and the OSHA Fact Sheet "Working Safely with Chainsaws"

4.2. All Visitors shall wear the required Personal Protective Equipment.

4.3. During any pre/post daylight hours operations there will be sufficient light source both at the sites and on the equipment so that all areas of the operation can be easily seen. Lighting at the storage site can be attained by use of light towers or equivalent. All personnel will wear the minimum required PPE and as required per task as identified above.

## **5. Health and Safety Provisions**

### **5.1. Sanitation**

- a. Toilets- At DMS' a minimum of one chemical toilet will be situated on-site in a location convenient to the work area(s). Each toilet is equipped with a toilet seat and toilet seat cover. Each facility is constructed so there is sufficient light, occupants are protected against weather/falling objects, door is tight-fitting, latchable and self-closing.
- b. In offices there will be toilets for each sex and will be maintained in a clean manner.
- c. Waste Disposal-Receptacles are located on-site and will be maintained in a sanitary condition without the aid of a cover.

### **5.2. Housekeeping**

- a. Working areas will be cleaned up daily.
- b. Daily Dumpsite Inspections will be conducted and a record of all findings will be maintained for fourteen days after the inspection.
- c. The site will be maintained free from accumulation of unnecessary combustible materials.

### **5.3. Medical and First Aid Requirements**

- a. Two employees on each shift shall be qualified to administer First Aid and CPR. No employees shall be required to work alone in remote areas.
- b. First Aid kits shall contain sixteen unit-type first aid packages. First Aid kits will be located at the tower and easily accessible to all workers. The contents of First Aid kits will be checked prior to utilization and weekly when work is progress to insure that expended items are replaced.

## **6. Fire Prevention**

All provisions of the National Fire Prevention Code, the United States Coast Guard Regulations, and any applicable local requirements will be adhered to.

- a. Fires and open flames shall not be left unattended.
- b. All sources of ignition shall be prohibited within fifty feet of operations with a potential fire hazard: area of ignition storage will be conspicuously and legibly posted "No Smoking or Open Flame."
- c. Smoking shall be prohibited in all areas where flammable, combustible materials are stored: "No Smoking or Open Flame" signs will be posted in all prohibited areas.
- d. An approved fire extinguisher will be placed in each piece of operating equipment.
- e. Fire extinguishers shall be approved by a nationally recognized testing laboratory.
- f. Machinery will be equipped with a CO2 or dry chemical fire extinguisher with a minimum UL rating of 5BC.
- g. General training will be provided by the project supervisor on the use and locations of



fire extinguishers.

- h. A fire extinguisher, rated not less than 20B shall be located not less than twenty-five feet or more than seventy-five feet from any outside flammable liquid storage area.
- i. Flammable liquids shall be kept in closed containers when not in use.
- j. Safety cans and other portable containers for flammable liquids having a flash point at or below seventy-three degrees Fahrenheit shall be painted red with a yellow band around the can and the name of the contents legibly indicated on the container.
- k. Flammable and combustible liquids shall not be stored in areas used for exits, stairways, or safe passage of people.
- l. Workers shall carefully guard against any part of their clothing becoming contaminated with flammable or combustible fluids they will not be allowed to continue to work if their clothing becomes contaminated and must remove or wet down the clothing as soon as possible.
- m. No flammable liquid with a flash point below one hundred degrees Fahrenheit shall be used for cleaning purposes or to start or rekindle fires.
- n. Areas in which flammable or combustible liquids are transferred in quantities greater than five gallons shall be separated from other operations by at least twenty-five feet.
- o. Drainage or other means shall be provided to control spills.
- p. During refueling natural ventilation shall be provided to maintain the concentration of flammable vapor at or below 10 % of the lower flammable limit.
- q. All storage, handling, and use of flammable and combustible liquids shall be under the supervision of a qualified person.
- r. Only approved containers and portable tanks may be used for storage and handling of flammable and combustible liquids.
- s. Approved metal safety cans shall be used for handling and use of flammable liquids in quantities greater than one gallon with certain specific exceptions.
- t. Flammable or combustible liquids will not be stored in areas used for exits, stairways, or normally used for the safe passage of people.
- u. The indoor storage of flammable and combustible liquids will be limited to no more than fifteen gallons.
- v. Disposal of combustible waste materials shall be in compliance with applicable fire and environmental laws and regulations.
- w. Vehicles, equipment, materials and supplies shall not be placed so that access to fire hydrants and other fire fighting equipment is obstructed.

## 7. Machinery and Mechanized Equipment

Before any machinery or mechanized equipment is placed in use, it shall be inspected by a competent person and certified to be in safe operating condition.

- a. Inspections and tests shall be in accordance with manufacturer's recommendations.
- b. All machinery and equipment shall be inspected daily by the operator prior to use to ensure safe operating conditions.
- c. Any inspection made at the beginning of each shift during which the equipment is found to be unsafe, or whenever a deficiency which affects the safe operation of equipment is observed, the equipment shall be immediately taken out of service and its use prohibited until unsafe conditions have been corrected.

- 1) A tag indicating that the equipment shall not be operated and that the tab shall not be removed, shall be placed on the steering wheel. Where required lockout procedures will be used. The tag will remain in its attached location until it is demonstrated to the individual dead-lining the equipment that it is safe to operate.
- 2) When corrections are complete, the machinery or equipment shall be operated in accordance with the manufacturer's instructions and recommendations.
- d. All machinery or equipment shall be shut down and positive means taken to prevent its operation while repairs or manual lubrications are being done.
- e. All repairs on machinery or equipment, or parts thereof which are suspended or held apart in slings, hoist, or jacks also shall be substantially blocked or cribbed before personnel are permitted to work underneath or between them.
- f. End-loader buckets shall be fully lowered or blocked when not in use. All controls shall be in neutral position with the engines stopped and brakes set, unless work being performed on the machine requires otherwise.
- g. Stationary machinery and equipment shall be placed on a firm foundation and secured before being operated.
- h. All work areas in which heavy machinery is being operated shall be illuminated from sunset to sunrise.
- i. All vehicles which will be parked or moving slower than normal traffic on haul roads shall have a yellow flashing/rotating light and four way flashers (if equipped) viewable from all directions.
- j. Equipment shall be shut down prior to and during fueling operations.
- k. Whenever equipment is parked the parking brake shall be set.
- l. Equipment parked on an incline shall have the wheels chocked or track mechanism blocked and the parking brake set.
- m. All equipment left unattended at night, adjacent to a highway in normal use shall have lights or reflectors, or barricades equipped with lights or reflectors, to identify the location of the equipment.
- n. No modifications or additions which affect the capacity or safe operation of the machinery or equipment shall be made without the manufacturer's written approval. No modifications to equipment will be required for any reason, if the modification voids or limits the manufacturer's warranty. If modifications are made, the capacity, operation, and maintenance instruction plates, tags, or decals shall be changed accordingly.
- o. In no case shall the original safety factor of the equipment be reduced.
- p. Steering or spinner knobs shall not be attached to the steering wheel.
- q. The controls of loaders, excavators, or similar equipment with folding booms or lift arms shall not be operated from a ground position unless so designed. Personnel shall not work or pass under or ride in the buckets or booms of loaders in operation.
- r. All machinery and construction equipment will be equipped with a reverse signal alarm. Reverse signal alarms shall be audible and sufficiently distinct to be heard under prevailing conditions
- s. All belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating, or moving parts of equipment shall be guarded when exposed to contact by persons or when they otherwise create a hazard.
- t. All hot surfaces of equipment, including exhaust pipes or other lines, shall be guarded or insulated to prevent injury and fire.
- u. Substantial overhead protection shall be provided for operators of construction



equipment in the form of FOPs and/or ROPs.

- v. Equipment operated between sunset and sunrise shall have the following lights:
  - 1) Two headlights
  - 2) At least one red tail light and one red or amber stoplight on each side of the rear
  - 3) Directional signal lights on both front and back
  - 4) At least one amber rotating/flashing light visible from 360\*

## **8. Motor Vehicles**

- a. Seat belts or equal protection will be provided in each motor vehicle. Seat belts shall be installed and worn in all motor vehicles.
- b. Glass used in windshields or cabs shall be safety glass.
- c. Motor vehicles operated on any roadway shall be equipped with headlights, taillights, brake lights, back-up lights turn signals from the front and rear and at least one amber rotating/flashing light visible from 360\*.
- d. All motor vehicles shall be equipped with power wipers.
- e. Motor vehicles that operate under conditions that cause fogging or frosting of windshields shall be equipped with operable defogging or defrosting devices.
- f. Motor vehicles shall have an emergency brake system which will automatically stop the equipment upon failure of the service brake system; the emergency brake system shall be manually operated from the cab of the equipment.
- g. Motor vehicles shall be shut down and positive means taken to prevent its operation while repairs or manual lubrications are being done.
- h. All repairs on motor vehicles or parts thereof which are suspended or held apart by slings, hoist or jacks also shall be substantially blocked or cribbed before personnel are permitted to work underneath or between them.
- i. Every person operating a motor vehicle shall possess, at all times while operating such vehicle, a permit valid for the equipment being operated. No vehicle shall be placed in service until it has been inspected.
- l. All vehicles shall be equipped with service brakes and manually operated parking brakes. Service and parking brakes shall be adequate to control the movement of, to stop, and to hold the vehicle under all conditions of service. Service brakes on trailers and semi-trailers shall be controlled from the driver's seat of the prime mover. Every motor vehicle shall have:
  - 1) Speedometer
  - 2) Fuel gauge
  - 3) Audible warning device in operating condition
  - 4) Windshield and windshield wiper
  - 5) Operable defrosting and defogging device
  - 6) Adequate rear view mirror
  - 7) Power operated starting device
- m. Glass in windshields, windows, and doors shall be safety glass. Any cracked or broken glass shall be replaced.
- n. All dump trucks shall be equipped with a holding device to prevent accidental lowering of the body while maintenance or inspection work is being done.
- o. All off-highway end-dump trucks shall be equipped with a means to determine whether or not the dump box is lowered.

- p. Minimum emergency equipment required is one red flag not less than twelve inches square with standard and three reflective markers which shall be available for immediate use in case of emergency stops, two wheel chocks for each vehicle or each unit of a combination of vehicles, at least one 2A10BC fire extinguisher.
- q. Principles of defensive driving shall be practiced. The operator must have the vehicle under such control as to be able to bring it to a complete stop within the assured clear distance ahead. Vehicles will not be driven at speeds greater than the posted speed limit, with regard for weather, traffic, intersections, width and character of the roadway, type of motor vehicle, and other existing condition. Headlights shall be turned on from sunset to sunrise, during fog, smoke, rain, or other unfavorable atmospheric conditions, and at any other time when there is not sufficient light for the vehicle to be seen or the operator to see on the highway at a distance of five hundred feet. Vehicles shall not be driven on a down grade with gears in neutral or clutch disengaged.

## **9. Traffic Control**

- a) Minimal PPE required for all workers affected by traffic will consist of sleeved shirt, long pants, safety shoes/boots, hard hats, safety glasses and Class 2 HiVis (per ANSI/ISEA 107) apparel as the outermost layer. HiVis apparel should be clean and in good condition.
- b) Traffic control devices will consist of orange cones with reflective striping, signage, flaggers with stop/slow paddles and police details. Any vehicle impeding normal traffic flow will have a minimum of working hazard lights and an amber warning beacon or strobe placed so it is easily visible from all directions.
- c) The STOP/SLOW paddle shall have an octagonal shape on a rigid handle. STOP/SLOW paddles shall be at least 18 inches wide with letters at least 6 inches high. The STOP face shall have white letters and a white border on a red background. The SLOW face shall have black letters and a black border on an orange background.
- d) Project Managers should coordinate with their local municipalities to determine roads with high traffic volume and plan accordingly. The Senior Project Manager will be notified of such areas and a specific plan will be set in place for each identified area.

## **10. Periodic Site Inspections**

Periodic site inspections will be performed according to the following schedule:

<b>Area of Inspection</b>	<b>Frequency</b>	<b>Inspector</b>
Office	Weekly	OM, PM, EHSM
DMS	Daily	EHSM, PM, Sub Rep
Vehicle/Equipment	Daily	EHSM, PM, QCM, Operator
Active Operations	Daily	EHSM

Unsafe or unhealthy work conditions, practices or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:



- When observed or discovered
- When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, we will remove all exposed workers from the area except those necessary to correct the existing condition.
- Workers necessary to correct the hazardous condition shall be provided with the necessary protection and appropriate instruction.

#### **11. Progressive Discipline**

Non-compliance with the *Site Specific Safety Plan* may result in progressive disciplinary action as determined by the Senior Project Manager/Operations Manager/Owner Representatives/Owner.

#### **12. Training And Instruction**

- All workers, including managers and supervisors, will be trained as follows:
- To all workers given new job assignments for which training has not previously been provided

<b>Training Protocol</b>	<b>Frequency</b>	<b>Responsible Person – See section 20 for acronym description</b>
• Initial establishment of the SSSP Program	Start of Project	OM, PM, EHSM
• DMS Safety Checklist	Start of Project and Weekly Thereafter	PM, QCM, EHSM
• Safety Meeting w/Sign In Sheet	Start of Project and Weekly Thereafter	EHSM, PM, QCM
• Toolbox/Safety Meeting	Daily	Sub-Contractor Rep, PM, QCM
• When new substances, processes, procedures or equipment, which present new hazards, are introduced into the site	As required	OM, EHSM, PM, QCM
• When new previously unidentified hazards are recognized	As required	OM, PM, EHSM, QCM
• When occupational injuries and illnesses occur	As required	EHSM
• To all workers given new job assignments for which training has not previously been provided	As Required	OM, PM, EHSM, QCM

• When any new employee is hired	As Required	OM, PM, EHSM, QCM
• When employees who are unfamiliar with the site are assigned to the site, or when tasks are assigned for which a hazard evaluation has not been conducted.	As Required	OM, PM, EHSM, QCM
• Whenever workplace conditions warrant an inspection	As required	OM, PM, EHSM, QCM

12.1. Workplace safety and health practices for all locations include, but are not limited to, the following:

- Explanation of the SSSP Program, Contractor's/Client's Safety Program, emergency action plan and fire prevention plan, and measures for reporting any unsafe conditions, work Practices, injuries and when additional instruction is needed
- Ensure proper Use of appropriate clothing, including gloves, footwear, and personal protective equipment
- Availability of toilet, hand washing and drinking water facilities for impacted employees
- Provisions for medical services and first aid including emergency procedures
- In addition, we provide specific instructions to all workers regarding hazards unique to their job assignment, to the extent that such information was not already covered in other training.

**No person shall be required or instructed to work in surroundings or under conditions which are unsafe or dangerous to their health.**

12.2. Any person aware of an unsafe or dangerous condition shall report the condition to his/her supervisor immediately. The particular operation will be stopped, the project manager will appoint a competent individual to investigate the condition and make corrections prior to restart of the operation.

### **13. Project Site Orientation**

AshBritt provides orientation on the following subjects/programs to all our employees as required by the specific project and all programs are part of the Health & Safety Manual:

- AshBritt Code of Safe Practices
- Drug and Alcohol Program
- Good housekeeping, fire prevention, safe practices for operating any tools, vehicles and equipment
- Safe working procedures for cleaning, repairing, servicing and adjusting equipment and machinery
- Safe access to all working areas
- Materials handling
- Traffic safety
- Marine safety



- OSHA's Top Four –Falls (slips/trips), Struck By, Caught Between, Electrocution
- Fall Protection
- Ergonomic hazards, including lifting techniques and working on ladders or stooped posture for prolonged periods at one time
- Personal protective equipment
- Respiratory Program
- Hazards communication
- Job site physical hazards, such as heat stress, noise
- Personal hygiene
- Putrefied Foods program
- White Goods, E-Waste Collection
- Freon Reclamation
- Scrap Metal Baling

A copy of the H&S Manual will be in the field office for any employee to review.

#### **14. Employee Communication System**

The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable and consists of the following items:

- Site Specific Safety Plan (SSSP)
- Workplace safety and health training programs
- Regular required weekly safety meetings for all workers shall be documented by agenda and record of attendance.
- Daily toolbox talks.
- Effective communication of safety and health concerns between workers and supervisors
- Posted or distributed safety information
- New worker orientation, required for all new employees.

#### **15. Accident/Exposure Investigations**

- All supervisory personnel, foreman and employees will immediately report accidents to the Project Safety Officer.
- The Project Safety Officer/Assistant Safety Manager will respond to the accident scene as soon as possible.
- Employees are responsible for reporting all injuries or occupational-related illnesses as soon as possible to his/her immediate supervisor.
- The contractor shall report all injuries to the designed authority within twenty-four hours.
- No individual shall decline to accept a report of injury from a subordinate. Reports will be made on the Supervisor's Initial Report of Accident/Injury.

##### **15.1. Accident Reporting**

- The Site Specific OSHA 300 Log will be maintained on-site.
- An accident that results in either a fatal injury, five or more persons admitted to a hospital or property damage in an amount that exceeds \$ 2,000.00 shall be reported to the designated

authority and to the contracting officer within twenty-four hours.

- Except for rescue and emergency measures, the accident scene shall not be disturbed until it has been released by the investigating official.
- The Project Safety Officer will investigate the accident in depth to identify all causes and to recommend hazard control measures.
- Any fatality, permanent total/partial disability, hospitalization of 3 or more people from one occurrence or property damage in excess of \$200,000 will be reported to the Contracting Officer/Representative immediately.

#### **15.2. Safety Summary - Accident Reporting**

- Each employee shall be provided initial indoctrination and such continued safety training to enable them to perform their responsibilities safely.
- Injured persons are responsible for reporting as soon as possible to their immediate supervisor or foreman.
- An initial report of injury will be recorded on all injuries with a copy maintained by the contractor.
- All persons treated and released must have a doctor's statement as to the employee's condition concerning their work status.

### **16. Emergency Response Capability And Contingency Plans**

16.1. Emergency telephone numbers and reporting instructions for ambulance, physician, hospital, fire, police and USCG shall be conspicuously posted at all work sites and on all vessels.

16.2. In the event an evacuation of a work site is necessary, it will be announced and all staff and visitors are to leave the area immediately. Pre-emptive actions shall include:

- The QCM or Project Manager shall contact the EHSM
- The EHSM shall contact the Operations Manager who will contact the Contracting Officer/Representative as required.

16.3. All releases/spills must be controlled immediately to prevent material from entering storm sewers, drains, aquifers or soil. All site workers will closely monitor all their work operations and eliminate leaks or spills. All spills must be reported to the project manager or site supervisor immediately. The QC Site Supervisor/Project Manager must report all incidents to the on-call Hazard Consultant or the Project Safety Officer immediately at (Fill in Contact Information).

16.4. An Emergency Contact List will be posted at all DMS, Offices and with all project managers. The location of this list will be included in the Pre-work and weekly safety meetings.

### **17. Medical And First Aid Requirements**

- a. All team members will be required to have First Aid/CPR/AED/O2 Provider training and be able to provide current certifications.
- b. First Aid Kits will be of sufficient size in relation to workers and at a minimum will be a 16 unit first aid kit.
- c. First Aid kits comply with ANSI Z308.1 constructed of weather proof containers, easily



- accessible to all workers, and each item therein maintained sterile.
- d. The contents of First Aid kits shall be checked prior to project start and weekly when work is progress to insure that expended items are replaced.

## **18. Hazard Communication Plan**

In order to comply with 29 CFR 1910.1200, Hazard Communications Standard, the following written Site Specific Hazard Communication Program has been established. The Accident Prevention Plan is available at AshBritt, Inc. headquarters for review by any interested employee.

### **18.1 Container labeling**

- a. A qualified employee shall verify that all in-coming containers received for use are clearly labeled to include:
- 1) Content identification. (The identity of the contents must match corresponding MSDS.)
  - 2) Appropriate hazard warnings
  - 3) Name and address of the manufacturer

**18.2 Material Safety Data Sheets (MSDS).** A qualified employee will be responsible for obtaining and maintaining material safety data sheets for the company.

- a. A qualified employee will review incoming date sheets for new and significant health/safety information.
- b. They will see that any new information is passed on to the affected employees.
- c. If a MSDS is incomplete, they will request a new MSDS from the manufacturer/supplier.
- d. MSDS sheets are available to each employee during his/her work shift.

## **19. Prevention Of Alcohol And Drug Abuse on the Job**

At no time while on duty shall employees use or be under the influence of alcohol, narcotics, intoxicants, or similar mind altering substances. Employees found to be under the influence of or consuming such substances will be immediately removed from the job-site. The importance of a drug free environment will be emphasized. If an employee of a sub-contractor is under suspicion of alcohol/drug intoxication, that individual will be removed from the work site and the sub-contractor's senior representative will be contacted. The sub-contractor will be required to report to the OM promptly with the corrective measures.

## **20. Responsibilities and Lines of Authority**

Overall authority.

Title: Operations Manager (OM) –

Means for controlling and coordinating subcontractors and suppliers.

Title: Project Manager (PM) – QCM - Quality Control Manager

Safety responsibilities of subcontractors and suppliers  
Title: Environmental Health and Safety Manager (EHSM)

OSHA Injury/Illness Log Record keeping. Provide copy to client rep upon request and at the completion of the Project.  
Title: EHSM, OM

Accident investigations and reports.  
Title: EHSM, PM, QCM

Immediate notification of major accidents  
Title: OM, PM, EHSM, QCM

Training Records and Training Plans  
Name: Title: EHSM

Who will conduct hazard assessments and written certifications for use of personal protective equipment.  
Title: EHSM

Who will conduct site safety inspections and maintain the deficiency tracking system, follow-up procedures.  
Title: EHSM

Respiratory Protection  
Plan Title: EHSM

**Information Required:** The above noted personnel have the authority for implementing the provisions of this program. All managers and supervisors are responsible for implementing and maintaining the SSSP Program in their work areas and for answering worker questions about the SSSP Program. A copy of this SSSP Program is available from each project manager, Debris Management Site director.



▪ *Activity Hazard Analysis*



**Activity Hazard Analysis: Debris Removal Operations**

All controls for indicated hazards include holding weekly safety meetings with sign in sheets

Major Phase/Activity	Sequence No.	Potential Hazards	Controls/Precautions To Be Taken
Debris Loading	1.0	Back Strain	Train laborers on proper lifting techniques. Use Mechanical Advantage when possible.
		Cuts/Abrasions	Wear proper PPE to include gloves.
		Foot Injury	Wear approved footwear such as boots/steel toe boots.
		Traffic Accidents	Ensure hazard lights are operational. Use ground man as flagger. Obtain police or other support from local authorities. Ensure an amber flashing/rotating light is visible from 360* other than vehicle hazard lights. Train workers on proper traffic control techniques.
		Weather/Temperature	Monitor weather and plan accordingly. Dress appropriately for temperature. Stay hydrated.
		Overhead Obstructions (Low Hanging Wires)	Wear PPE. If wires are too low to operate safely, move on and inform chain of command.
		Downed Wires	In the event of a downed wire contact PM and stay on site to protect residents until properly relieved.
		Noise	Wear hearing protection as needed.
		Flying Debris	Make every attempt to be gentle when picking up debris to reduce the risk of debris being shattered.
		Head Injuries	Proper use of PPE (Hardhats & Safety Glasses).
		Personnel/Public Injury	Loading operations not to be performed if residents are in the vicinity of the debris pile. Personnel involved with C&D operations are recommended to wear dust masks when not inside the closed cab of a vehicle. (Give worker copy of 1910.134 appendix D if they chose to wear).
		Heavy Equipment Injuries	Inspect all equipment for serviceability prior to use. Ensure all personnel adhere to PPE policy.
Debris Hauling & Dumping	2.0	Traffic Accidents	Perform pre-trip vehicle inspections. Verify operators have proper licenses.
			Request law enforcement personnel as traffic control for key intersections. Establish logical and clear traffic pattern.
		Cuts/Abrasions	Wear gloves, long pants and sleeved shirt.

**ASHBRITT INC. RESPONSE TO FORT BEND COUNTY, TX**  
**RFP #17-045 FOR CONTINGENCY DEBRIS CLEARING, REMOVAL AND DISPOSAL AND OPERATION OF TDSRS**

Major Phase/Activity	Sequence No.	Potential Hazards	Controls/Precautions To Be Taken
		Weather/Temperature	Monitor weather and plan accordingly Dress appropriately for temperature Stay hydrated.
		Overhead Obstructions (Low Hanging Wires)	Wear PPE. If wires are too low to operate safely, move on taking a different route and inform chain of command.
		Downed Wires	In the event of a downed wire contact PM and stay on site to protect residents until properly relieved.
		Head Injuries	Wear hardhats and safety glasses.
		Personnel/Public Injury	Unloading operations not to be performed if residents are in the vicinity of the debris pile. Personnel involved with C&D operations are recommended to wear dust masks when not inside the closed cab of a vehicle. (Give worker copy of 1910.134 appendix D if they chose to wear)
		Noise	Hearing protection as needed.
		Heavy Equipment Injuries	Inspect all equipment for serviceability prior to use. Ensure all personnel adhere to PPE policy.
		Dust	Apply water to roads as needed. Use of street sweepers is recommended. Dust masks are voluntary but recommended (Give worker copy of 1910.134 appendix D if they chose to wear).
Debris Reduction	3.0	Cuts/Abrasions	Wear gloves, long pants and sleeved shirt.
		Slips/Trips/Falls	Watch your step, Don't rush, Eliminate hazards if possible.
		Heavy Equipment Injuries	Inspect all equipment for serviceability prior to use. Ensure all personnel adhere to PPE policy.
		Noise	Wear hearing protection as needed.
		Weather/Temperature	Monitor weather and plan accordingly. Dress appropriately for temperature. Stay hydrated
		Dust	Apply water as needed. Dust masks are voluntary but recommended (Give worker copy of 1910.134 appendix D if they chose to wear).
		Personnel/Public Injury	Reduction operations not to be performed if residents are in the vicinity of the debris pile. Wear PPE. Signs posted stating contractor personnel only past a given point. Onsite personnel will cease operations if anyone is not in PPE and/or unauthorized people are in the vicinity of the work being performed. Personnel involved with C&D operations are recommended to wear dust masks when not inside the closed cab of a vehicle. (Give worker copy of 1910.134 appendix D if they chose to wear).



**ASHBRITT INC. RESPONSE TO FORT BEND COUNTY, TX  
RFP #17-045 FOR CONTINGENCY DEBRIS CLEARING, REMOVAL AND DISPOSAL AND OPERATION OF TDSRS**

Major Phase/Activity	Sequence No.	Potential Hazards	Controls/Precautions To Be Taken
		Comingled Hazardous Debris	Recommend equipment operators wear personal air monitors. Air monitoring is allowed at any of our TDSRS sites
		Fire/Explosion	Fire extinguishers and water supply if available. Maintain fire watch for 30 minutes after any hot work is performed (cutting, grinding, burning, and welding).
		Debris launching out of tub grinder	Maintain safe work distance around the grinder. Ensure all personnel adhere to PPE policy Cover tub grinder with grapple as needed
<b>Cleanup</b>	<b>4.0</b>	Dust	Apply water to debris before loading. Dust masks are voluntary but recommended (Give worker copy of 1910.134 appendix D if they chose to wear).
		Weather/Temperature	Monitor weather and plan accordingly. Dress appropriately for temperature. Stay hydrated.
		Eye injury	Wear safety glasses
		Slips, Trips and Falls	Watch your step, Don't rush, eliminate hazards if possible.

# EXHIBIT B



**Fort Bend County RFP 17-045****\*Amended 2/6/2017****Type Vendor Name below:****Part A-Volume based pricing for 2 million cubic yard debris disaster**

Item/Description	Unit	Unit Price
1.0 Pickup vegetative debris 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).	CY	\$7.50
2.0 Pickup vegetative debris 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).	CY	\$8.50
3.0 Pickup vegetative debris 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).	CY	\$10.50
4.0 Pickup vegetative debris from Public Property or Public Rights-of-Way and hauling to a Disposal Facility 60.0 – 120.0 miles away (one-way miles)	CY	\$12.50
5.0 Pickup C&D 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 6.0, 7.0 or 8.0).	CY	\$7.50
6.0 Pickup C&D debris from Public Property or Public Rights-of-Way and hauling to a designated TDSR Site or to a Disposal Facility 16 to 30 miles away (one-way miles). (Trips with one-way miles in excess of 30 miles compensated at the rate quoted in Items 7.0 or 8.0).	CY	\$8.50
7.0 Pickup C&D debris from Public Property or Public Rights-of-Way and hauling to a designated TDSR Site or to a Disposal Facility 31.0 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 8.0).	CY	\$10.50
Item/Description	Unit	Unit Price
8.0 Pickup C&D debris from Public Property or Public Rights-of-Way and hauling to a Disposal Facility 61.0 – 120.0 miles away (one-way miles)	CY	\$12.50

9.0 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.	Each	\$165.00
10.0 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.	Each	\$250.00
*11.0 Loading, hauling and dumping of uprooted stumps from trees that are 24 inches or greater to 36 inches with root ball.	Each	\$75.00
12.0 Loading, hauling and dumping of uprooted stumps from trees that are 37-48 inches with root ball.	Each	\$175.00
13.0 Loading, hauling and dumping of uprooted stumps from trees that are 49 inches and larger with root ball.	Each	\$275.00
14.0 Removal of hazardous hanging limbs greater than 2 inches in diameter.	Each	\$75.00
15.0 Removal of hazardous standing trees greater than 6" up to 12" in diameter.	Each	\$45.00
16.0 Removal of hazardous standing trees 13" – 24" in diameter.	Each	\$75.00
17.0 Removal of hazardous standing trees 25" – 36" in diameter.	Each	\$150.00
18.0 Removal of hazardous standing trees 37" or larger in diameter.	Each	\$225.00
19.0 TDSR Site operation as described in RFP for grinding services.	CY	\$4.25
20.0 TDSR Site operation as described in RFP for air curtain incineration services	CY	\$4.00
21.0 TDSR Site operation as described in RFP for C&D and mixed debris services	CY	\$4.25
*22.0 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 pound per mile.	Pound/ Miles	\$0.002 or \$4.00 Per Ton Mile
Item/Description	Unit	Unit Price
23.0 Household Hazardous Waste	Pounds	\$12.00
24.0 White Goods	Each	\$55.00
25.0 Freon Removal	Each	\$40.00



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.

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 14.0 through 18.0 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 19.0, 20.0 and 21.0 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.

**Fort Bend County RFP 17-045**

**Type Vendor Name below:**

**Part B-TDSR Site Set-up and Closure and Debris Clearance for Access Equipment and Labor Rates**

Equipment Type	Hourly Equipment Rate	Hourly Labor Rate	Total
Air Curtain Pit Burner	\$52.00	\$0.00	\$52.00
Air Curtain Refractory Incinerator	\$75.00	\$0.00	\$75.00
Bobcat Loader	\$62.10	\$44.90	\$107.00
Bucket Truck w/Operator	\$88.10	\$44.90	\$133.00
Chipper/Mulcher (8" throat)	\$54.75	\$44.90	\$99.65
Chipper/Mulcher (12" throat)	\$75.00	\$44.90	\$119.90
Crash Truck w/Impact Attenuator	\$68.10	\$44.90	\$113.00
Crew Foreman w/Cell Phone and Pickup	\$0.00	\$50.00	\$50.00
Dozer, Tracked, D5 or similar	\$74.10	\$44.90	\$119.00
Dozer, Tracked, D6 or similar	\$87.10	\$44.90	\$132.00
Dozer, Tracked, D7 or similar	\$138.10	\$44.90	\$183.00
Dozer, Tracked, D8 or similar	\$178.10	\$44.90	\$223.00
Dump Truck, 18 CY-20 CY	\$35.10	\$44.90	\$80.00
Dump Truck, 21 CY-30 CY	\$40.10	\$44.90	\$85.00
Generator and Lighting	\$35.00	\$0.00	\$35.00
Grader w/12' Blade	\$75.10	\$44.90	\$120.00
Hydraulic Excavator, 1.5 CY	\$96.10	\$44.90	\$141.00
Hydraulic Excavator, 2.5 CY	\$125.10	\$44.90	\$170.00
Knuckleboom Loader	\$110.00	\$44.90	\$154.90
Laborer w/Chain Saw	\$35.00	\$10.00	\$45.00
Laborer w/small tools, traffic control, flag person	\$35.00	\$10.00	\$45.00
Lowboy Trailer w/Tractor	\$85.10	\$44.90	\$130.00
Log Skidder	\$130.10	\$4.00 Per Ton	\$175.00
Mobile Crane (Adequate for hanging limbs/leaning trees)	\$200.00	\$75.00	\$275.00



[illegible]

# 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

Certificate Number:  
2017-189400

Date Filed:  
04/07/2017

Date Acknowledged:

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

AshBritt, Inc.  
Deerfield Beach, FL United States

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

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.

17-045  
Contingency Debris Removal

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ray, Rob	Deerfield Beach, FL 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.



Kelly Beckmann  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG061862  
Expires 1/13/2021

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said JOHN NOBLE, this the 7 day of APRIL, 2017, to certify which, witness my hand and seal of office.

Kelly Beckmann  
Signature of officer administering oath

KELLY BECKMANN  
Printed name of officer administering oath

NOTARY  
Title of officer administering oath