

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

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 TFR Enterprises, 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 Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

- 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: TFR Enterprises, Inc.
ATTN: Tipton F. Rowland, C.E.O.
601 Leander Drive
Leander, Texas 78641

- 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.

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FORT BEND COUNTY

TFR ENTERPRISES, INC

Robert E. Hebert, County Judge

Tipton F. Rowland, C.E.O.

Date

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:

Jeff Braun, Emergency Management Coordinator
Fort Bend County Emergency Management

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

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

EXHIBIT A

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 reseeded, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition. The second element is site operations and material processing.
- 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 $\frac{3}{4}$ inch plywood supported by a minimum of four 6 inch x 6 inch posts. A 4-foot high wall constructed of 2 inch x 4 inch studs and $\frac{1}{2}$ inch plywood shall protect the

perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6 feet – 6 inches of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower will be anchored to the ground to prevent blow-over. Construction alternatives may be authorized by the Debris Manager but will, as a minimum, provide the same dimensions and safety considerations.

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 14, 2017

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

To Whom It May Concern:

The TFR family wishes you the best in your selection of a Disaster Recovery Contractor. We understand that the selection of an emergency contractor is a major decision and we genuinely appreciate you taking TFR Enterprises into consideration. We comprehend and are undaunted by the challenges you may face, as we have been through the process and recovery with over 150 clients who have been impacted by devastating events.

With over 26 years of disaster recovery experience, TFR has collected and processed over **20,000,000 cubic yards of debris**. We are proud to be recognized for our quality of work and capabilities by being selected as one of the **pre-approved contractors for HGAC and awarded two divisions on the ACI-USACE debris removal contract**. TFR is prepared, equipped, and ready to provide you with a turnkey, expedited, cost effective emergency response solution.


As the only major disaster contractor headquartered in Texas, TFR stands prepared to provide the fastest response possible. Our impressive equipment fleet, housed at our Leander, TX headquarters, is a mere three hours from Fort Bend. Our commitment to you is to have management and equipment on site within six hours of activation, likely faster. While we take pride in all of our clients, we strive to provide an elevated response to those based in our home state.

At TFR, we know that projects of this scope can be of huge financial burden. Our staff is well trained in the FEMA reimbursement process and we are ready to assist you throughout the entire reimbursement process. **ALL OF TFR'S CLIENTS HAVE RECEIVED 100% OF THE ELIGIBLE REIMBURSABLE AMOUNT.**

The principals of TFR Enterprises, Inc. declare that this proposal is in all respects and is submitted in good faith without collusion or fraud and the person signing this proposal is authorized to bind the corporation. Also, should TFR be selected we are committed to exceeding the expectations of this RFP.

Once again, thank you for the opportunity to submit this proposal for disaster debris management services to Fort Bend County and its representatives.

Sincerely,


Tipton F. Rowland,
CEO/President



Company's Management Plan

TFR's approach to project management is focused on ensuring 100% reimbursement for clients, while minimizing the costs incurred by them. In order to ensure full reimbursement of eligible funds, all phases of the project process must be undertaken with strict adherence to the FEMA Public Assistance Program and Policy Guide (PAPPG). The PAPPG became effective for disasters declared after January 1, 2016 and superseded many previously published FEMA policy guides and job aids. This compliance begins in the back office, prior to work being executed. TFR provides its client with the FEMA approved, industry standard paperwork and reporting forms. These include five part carbon copy tickets, truck certification forms, truck placards, daily tower logs, and daily reports. Our understanding and adherence to FEMA and FHWA policy is evidenced by the fact that **ALL TFR CLIENTS HAVE RECEIVED 100% OF THEIR ELIGIBLE REIMBURSEMENT. TFR HAS NEVER HAD A SINGLE DOLLAR DEOBLIGATED BY FEMA or the FHWA.**



The following TFR hierarchy will carry out the execution of our detailed project plan and response:

Roles and Responsibilities

Upon receipt of a Task Order, TFR will put its Emergency Response and Deployment Plan into effect. The following staff members will be utilized in the execution and performance of this plan:

The **Program Manager** will be the ultimate liaison between the client and TFR for the entirety of the Task Order. The Program Manager will be available 24 hours per day, 7 days per week, with redundant communications capabilities including cell phones, satellite phones, and email. His/hers responsibilities will include:

- Primary client and monitoring firm point of contact
- Receipt of client direction and development of corporate strategy to best fulfill the client's wants and needs
- Direct the mobilization of all company owned and subcontractor resources
- Supervise and coordinate project execution with the Operations Manager
- Ensure all Corporate Office reports and deliverables are meeting client expectations



The **Operations Manager** will supervise and direct all field operations for TFR. In addition to the execution of field operations, the O.M. will ensure full compliance with all corporate, municipal, state, and federal safety and environmental policies. Duties also include:

- Direct all Project Managers, Site Managers, and Safety Officers
- Assign company owned and subcontractor resources to debris zones, ensuring that the equipment placed into each zone is the most efficient, depending upon the zone's geographic and demographic constitution
- Maximization of debris stream recycling and revenue derivation (to be credited to the client)
- TFR's **Project Managers** are primarily responsible for the day-to-day operations within the zone(s) to which they are assigned. The responsibilities of the Project Managers include:
 - Ensure all operational processes within their debris zone are being executed to full compliance with the FEMA PAPPG.
 - In conjunction with the Safety Officer, host daily "toolbox" instructional and safety meetings
 - Serve as initial contact and point of resolution for any complaints
 - Direct all company owned resources and subcontractors that are assigned to their area
 - Completion of all daily reports, including the keeping of a "daily log" for activities within their zone
 - Assignment of daily road schedules

Sector Foremen are assigned sectors, each with multiple crews, and serve to ensure that all work in their sector(s) is being performed to TFR's strict standards. The Sector Foremen are to:

- Escalate any complaints or concerns to the Project Manager
- Ensure crews are working according to the schedule assigned by the Project Manager
- Direct crews to the proper Debris Management Site (DMS), if multiple are being utilized
- Guarantee crew compliance with all quality control and safety policies and procedures.

Each Debris Management Site will be assigned a **Site Manager**. The Site Manager is responsible for all operations within their assigned DMS, including:

- Safety Compliance
- Environmental compliance and monitoring at the site
- Proper debris segregation and reduction
- Coordination of reduction and haul-out schedules

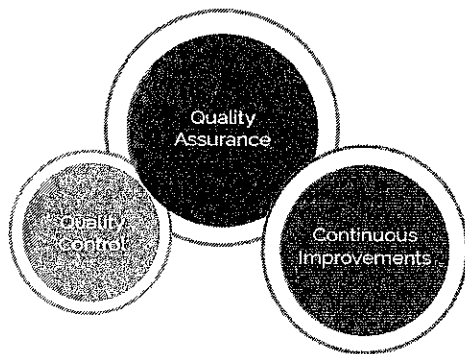
In a post-strike environment, with Notice to Proceed, the management team will deploy to the designated location within hours to participate in estimating debris volume, sectoring disaster areas, locating debris management sites, determining personnel and equipment



requirements, evaluating environmental and health and safety issues, and identifying necessary permits and license requirements.

Quality Control Overview

The purpose of our Quality Control Plan is for TFR to establish a quality control system to perform sufficient inspections and tests of all items of work, including that of our subcontractors, to insure conformance to applicable specifications and drawings with respect to the production, quantities, field activities, materials, workmanship, construction, finish, functional performance, and identification. This control will be established for all activities except where the special provisions and the technical provisions of the contract provide for specific government control by inspections, test, or other means.



The TFR control system will specifically include the surveillance and tests required in the technical provisions of the contract specifications. Both on site and off site fabrication will be controlled and keyed to the proposed construction sequence. The personnel assigned to the Quality Control Section will also be charged with the responsibility of policing TFR's approved safety program as required by the Accident Prevention Plan of the contract specifications.

The Quality Control Plan will include at least three phases of inspection for all technical provisions of the specifications as follows:

- Preparatory
- Initial
- Follow-Up

TFR will provide a complete Quality Control Plan upon contract execution.

Safety Overview

The safety and health of our employees continues to be the first consideration in the operation of our business. TFR Enterprises, Inc., and its' principals are committed to maintaining a safe and healthy work place for each employee by providing guidelines for safe practices and accident prevention. Safety is considered a condition of employment and is the responsibility of all associated with TFR Enterprises, Inc. whether in the capacity of employee or subcontractor. As a condition of employment, each employee is expected to use safe work practices and identify all unsafe conditions immediately. All employees are required to report any violations, unsafe conditions or known safety hazards to their immediate supervisors at once.

All subcontract agreements are subject to the Company's Safety and Occupational Health Policy as a condition of the contract agreement. To ensure compliance, the Safety Officer is empowered with the authority to take such actions necessary to protect life, health, and safety and to protect the environment, as they deem necessary. This authority shall be

irrevocable and shall include, but is not limited to, the power to unilaterally alter, suspend and/or halt any operation or portion thereof that endangers or potentially endangers life, health and safety or threatens the protection of the environment. The Safety Officer will report to the Operations Manager and to the Chief Executive Officer of the corporation.

A copy of the Company's Safety and Occupational Health Policy and its related Accident Prevention Plan was not included with this proposal because of its length but will be supplied upon contract execution. Policies covered in both plans are as followed:

- Management Safety Responsibilities
- Safety Coordinator & Supervisor Responsibilities
- Employee Safety Responsibilities
- Quarterly Accident/Injury Analysis
- Record Keeping
- Safety Education and Training
- Alcohol and Controlled Substances and Inhalants Policy
- Proper Lifting Policies
- Emergency Evacuation Procedures
- Accident Reporting Procedures
- Vehicle Safety Rules
- Safety Audits/Inspections
- Accident/Incident Investigation
- Employee Return to Work Process



Safety for Subcontractors and Suppliers

Safety is considered a condition of employment and is the responsibility of all associated with TFR, whether in the capacity of employee or subcontractor. All subcontract agreements are subject to this Safety and Occupational Health Policy as a condition of the contract agreement.

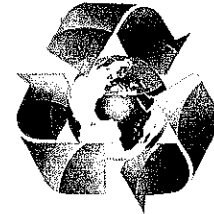
The following procedures will be administered to assure that all subcontractor activities are fully integrated into the project safety plan and job hazards analysis. When subcontractors first report to the job site and prior to beginning work, the project manager shall review with the subcontractor safety representative the contractual obligation to safety and the project safety rules that subcontractor employees are required to follow.

1. Review the Corporate Accident Prevention Plan and stress all the applicable requirements and procedures.
2. Review the specific Company safety rules and regulations.
3. Review hazardous work conditions presented by the physical assessment of the project.
4. Instruct their safety representative that they are to attend a weekly safety meeting.
5. It must be firmly established that all subcontractors' employees must abide by the applicable OSHA regulations.

Environmental Overview

TFR is committed to protecting the environment and preserving the Nation's historic resources while complying with applicable Federal environmental and historic preservation laws such as:

- National Historic Preservation Act
- National Environmental Policy Act
- Endangered Species Act
- Clean Water Act
- Clean Air Act
- Coastal Barrier Resources Act
- Migratory Bird Treaty Act
- Resource Conservation and Recovery Act
- Coastal Zone Management Act
- Farmland Protection Policy Act
- Fish and Wildlife Act
- Wild and Scenic Rivers Act
- Magnuson-Stevens Conservation and Management Act
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12898, Environmental Justice



The primary potential environmental impacts occur from activities related to debris management sites, the individual demolition sites, and transportation activities associated with moving debris and waste along with general transportation activities.

A comprehensive Environmental Protection Plan will be prepared and submitted within five days of notice of award. It will identify specific debris management sites and specific impacts associated with the location(s). This includes site-specific information such as depth to water table, distance to potential receptors and pathways and the site setting parameters

that may be affected by activities such as dust, odor, noise, traffic, etc. Until the specific debris site is identified, the Environmental Protection Plan cannot be finalized.

This framework is intended to demonstrate our familiarity with the requirement and our ability to deliver the submittal plan as required. It's not intended to be a complete or thorough model for the Environmental Protection Plan.

Pathways to be evaluated and issues to be addressed in the Environmental Protection Plan:

- Air/Dust, Odor, Gases, Smoke
- Water/Storm Water Runoff/Erosion Control, Leaching into Water Table
- Esthetics & Community Relations -Setbacks, Noise, Traffic, Hours of Operation, Tree Preservation, Site Restoration
- Spills and Spill Response

Special Considerations:

- Wetlands Protection
- Ground Water Recharge and Discharge
- Aquatic Food Chain Support
- Fish and Wildlife Habitat
- Fire/Rodent/Wind/Hauling Control

Primary considerations also include prevention of soil erosion and sedimentation, improved air quality, reduced noise pollution, energy conservation through site layout and design, protection of privacy by maintaining and establishing buffers between conflicting land uses, and maintaining or enhancing habitat for wildlife through final restoration.

Emergency Response and Deployment Plan -Preliminary Planning

Preparation is the be-all of good emergency management. As such, TFR offers annual on-site training and tabletop exercises for all clients wishing to participate. Usually lasting 4 to 5 hours, TFR conducts the training service in the months preceding Hurricane Season on simulated events developed by TFR. In the past, we have offered this value-added service to clients to familiarize ourselves with key emergency management officials and local agencies designated to the project. TFR believes understanding the needs of the local officials allows us to tailor-make a debris management plan that best suits the community.

With TFR's expertise and guidance, together, the client and TFR will develop a complete, full service debris management plan that anticipates encumbrances, highlights transparency, emphasizes expediency, and forces accuracy. The preparation and experience gained during our training exercises will position local officials to respond quicker and realize full FEMA reimbursement. Additionally, by identifying key elements, such as debris management sites and staging locations, TFR can better rapidly mobilize to ensure an efficient response immediately following the storm.

Debris Management Site Location and Testing

TFR is dedicated in assisting the client in the selection and qualification of debris management sites. Identification and selection of appropriate debris sites is vital to the

efficiency, cost control and overall safety of the debris management process. TFR has secured debris sites for the majority of our clients. This is performed with careful attention to Federal and State regulations and requirements.

In past planning sessions, TFR and Client Representatives have scoured potential areas locating and qualifying numerous debris sites through a stringent identification process. Examining the layout of the damage, possible high volume areas and environmental impact, TFR and Client Representatives can establish probable locations that best suit the debris management effort. After sites have been identified, historical information is pulled to ensure compliance with the National Historic Preservation Act and soil and water samples are collected to file with State Environmental Protection Agencies. Coupled with TFR's unique ability to operate 10 concurrent debris sites with Company-owned Diamond Z Grinders, the qualification process of logistically, geographically and environmentally appropriate debris sites is key in the efficient, rapid mobilization effort TFR can offer.

Sectoring of the Client

TFR strongly recommends the Client develop and review sector maps for the debris management plan. If requested, TFR will assist the Client in the establishment of emergency routes with a pivotal focus on immediate need facilities. TFR prioritizes certain immediate need facilities, including Client's EOC, government buildings, hospitals and FEMA Distribution Centers, to employ a rapid 70-hour "Push" to secure the facility access. Following the establishment of emergency routes, TFR and Client Representatives will review preliminary sector maps and designated debris sites for debris collection. Our goal is to develop sector maps that retain flexibility post-storm to ensure efficient allocation of resources to debris-ridden areas while emphasizing safety to our crews and the community.

Additional Goals of the Preliminary Planning Meetings

- Identify potential disaster threats by examining similar jurisdictions
- Introduction of Project Management Team
 - Roles and responsibilities of key members of TFR
 - Roles and responsibilities of key member of the client's debris team
- Review of overall Debris Management Plan of the client
 - Analyze pre-strike procedures, staging locations, mobilization plan and response times
 - Review 70-hour "Push" efforts and immediate need facilities to the community
 - Examine hauling plan and sectoring information for efficient response
 - Debris Management Site Management Plan, including ideal locations, site plan and potential environmental issues
- Participation goals for local, Disadvantaged Business Enterprises and vendor firms
- Review of various public information strategies
- Examine past projects and lessons learned

Emergency Response and Deployment Plan -Imminent Event

Beginning approximately three to five days from the event, TFR begins preparing its equipment and personnel deployment. Depending on the potential severity of the event,



personnel and equipment support items are procured during this time (food, water, fuel, etc.). These items are critical to TFR's ability to be completely self-sufficient. Our Project Administrator will begin contacting subcontractors to ascertain the following information:

- Availability to commit to TFR and the project
- Insurance Policies
- Current equipment and personnel ready to mobilize
- Mobilization schedule
- Plans to maintain complete self-sustainability

Priority will be given to local subcontractors who meet TFR's standards, followed by subcontractors with which TFR has significant experience and trusts the standards of quality by which the subcontractor performs its operations.

During this same time period, the Fleet Manager in the home office will begin calling National and Local Equipment Rental Dealers to identify available equipment on hand, such as Rubber Tired Front End Loaders, Skid Steer Loaders, Grapple attachments, Knuckleboom Loaders, Bucket Trucks, Vacuum Trucks, Water Trucks, Bulldozers, Portable Generators and Portable Toilets, to augment, if necessary, TFR owned equipment. Additionally, the Fleet Manager will begin procuring the necessary permits to transport the large equipment.

Two to three days prior to landfall, the members of the TFR management team, such as the Program Manager, Operations Manager, and Project Manager will mobilize to the client to begin making final plan reviews with the client, finalizing staging areas, make lodging arrangements, and begin preparing debris management site specific operational, safety, and environmental plans. Logistical arrangements for the positioning of the Emergency Push crews prior to landfall are finalized during this period.

One day prior to landfall, Emergency Push Crews are mobilized to their predetermined positions. These crews are strategically placed so that they may arrive on the back side of the hurricane, as soon as safely possible, so as to begin opening critical roadways for the local emergency responders. The exact number of crews will be based upon the likely severity of the event, but will meet or exceed the client's standards, an average of 15-20 crews is anticipated.

The TFR Program Manager will be working with the client and will be with them throughout the event, riding out the event in the Emergency Operations Center if needed.

Emergency Response and Deployment Plan -First 72 Hours

During the first 24 hours following landfall, TFR's multi-faceted Emergency Response and Deployment Plan is fully activated. The Emergency Push Crews are opening critical roadways, as prioritized by the client. Equipment utilized during the "push" consists of rubber tired front-end loaders, bobcats, backhoes, and other equipment types. Safety is of utmost importance during this activity and coordination with the local power provider is critical, as downed power lines are a serious safety issue for these crews. The goals of the Emergency Push are:



- Clear roadways according to the given priority schedule
- Clear parking lots at critical facilities (police stations, hospitals, etc.)
- Remove large piles or material that interfere with critical lines of sight
- Maintain accurate time schedules and coordinate all activities with the client's force account labor so as to maximize the "70 operational hours" that may be reimbursed by FEMA prior to moving to unit rate billing.

While these crews are working, many other tasks are simultaneously occurring. One of the most critical objectives during the first 24 hours is the completion of the initial damage assessment. The primary goals of this assessment are:

- Determination of the affected area
- Extent of the damage
- Estimated amounts and types of debris
- Optimal DMS locations

Much work must be done during the first 24 hours to prepare the Debris Management Sites for debris management and reduction. This work consists of:

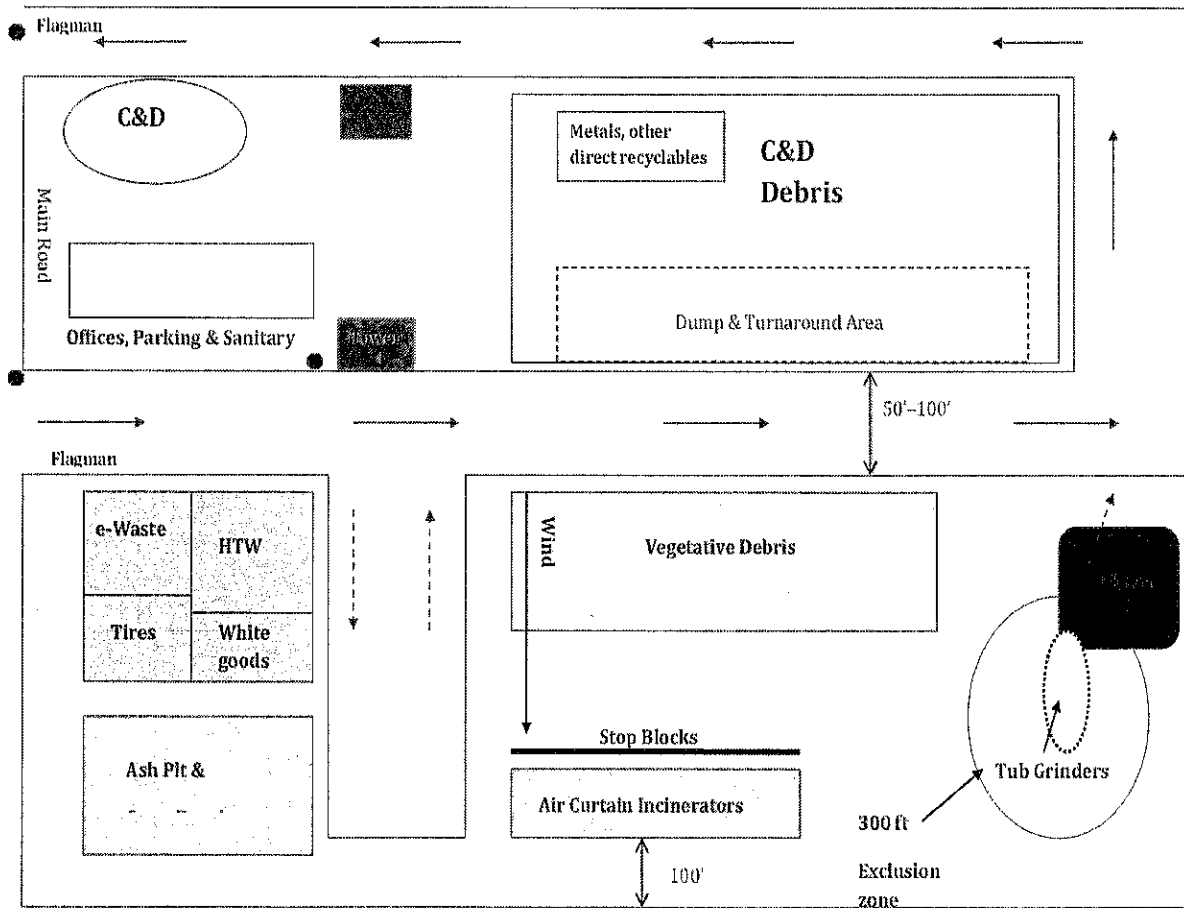
Obtaining and Possessing Necessary Licenses and Permits

- The Operations Manager or his designee will investigate the state and local statutory requirements needed to perform the work described in the pre-position planning in the affected areas and determine what permits are necessary to complete the work. Video and/or digital photographs of the site, before occupation, will be made for the record, in addition to any soil, water or other test documents. After acquiring all necessary permits and licenses, the Operations Manager and the Environmental Manager will then prepare copies of all necessary permits for delivery to Client's Representatives.

Submittal of Site Plan and Establish Field Offices and Equipment Staging Area

- After the approval/assignment by Clients' Representatives of the DMS, which currently is unidentified, the OM, the site manager and representatives of the client will make a physical review of the site. Within 12 hours of the location and inspection of the site, a final site plan will be submitted for approval. The Site Plan shall reflect:(1) access to the site (ingress, egress) (2) site preparation-clearing, erosion control and grading, (3) traffic control procedures, (4) safety, (5) segregation of debris, (6) location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower, (7) location of vegetative debris dump, (8) location of Mixed Debris and C&D dump, (9) location of temporary sanitary facilities, (10) location of reduction operations including incineration operations, chipping operations, (11) location of any existing structures or sensitive areas requiring protection from smoke, dust, noise and with awareness to existing traffic conditions (12) location of dump area for debris hauled from the public or haulers other than TFR with traffic patterns reflected for this area. Tasks will then be assigned to construct and establish required elements of the site, such as the inspection tower, hazardous materials containment area, temporary fencing, etc.

However, for the purpose of this RFP and for the general understanding of the layout offered by TFR, included is a general site plan utilized by TFR on previous projects and that directly addresses the uses outlined above. However before these site plans can be formally submitted, the necessary soil and water samples will need to be taken, checked and filed with appropriate Government Agencies and maintained, on hand, at the TFR field office. The site plan will be reviewed and accepted by Client Representatives before DMS accepts storm-generated debris.



Additional items that MUST be procured during this time, if they have not previously been procured, are:

- Lodging, preferably an RV park
- Distribution of Employee and Subcontractor Contact Lists
- Acquisition of all necessary Permits and Licenses

Twenty-Four to Forty-Eight Hours Post-Event

Within 48 hours of the event, all mandatory administrative deliverables (bonds, safety plans, etc.) will be submitted to the client. Operationally, TFR is committed to the following:

- 50% mobilization and certification of load and haul crews
- At least one DMS will be operational and receiving debris
- Emergency Push will be 66% complete

Forty-Eight to Seventy-Two Hours Post-Event

- 100% mobilization and certification of haul crews (if more than 150 units are required, 96 hours may be required)
- Emergency Push is complete

Emergency Response and Deployment Plan – Load and Haul Phase

The first thirty days are of utmost importance in maximizing our client's FEMA reimbursement, particularly if they have elected to participate in the Public Assistance Program, as outlined in the PAPPG January 2016 publication. This program states that a Public Assistance Applicant may receive reimbursement of up to 85% of the costs incurred within the first 30 days, 80% of the costs incurred between days 30 and 90, and 75% of the costs incurred between days 90 and 180. **TFR is committed to an aggressive mobilization and operational strategy that will maximize this reimbursement. Unless it is a major event, TFR will complete 75% of the load and haul within the first thirty days and be complete with the load and haul by day 60.**

Removal of Debris from Public Right Of Way

Upon receipt of a task order and at the direction of our Client's Representatives, the Operations Manager will direct the Load and Haul Supervisor to dispatch the previously selected loading and hauling equipment to starting locations agreed upon by the Client and TFR.

One foreman will oversee the loading and hauling operations for each crew. The foreman is responsible for conducting toolbox safety meetings, and a general briefing of operations including truck routes, local ordinances and other pertinent information. The foreman is equipped with fire extinguisher, pick-up truck with mobile radio and cellular telephone, first aid safety kit and list of emergency telephone numbers and map to emergency medical facilities. The foreman is responsible for preparing a daily report of activities.

Prior to Truck Certification and Inspection, all Subcontractors will have met with the Sector Foreman and provided the necessary paperwork including copies of current certificates of insurance (general, auto, workers comp.) copies of drivers licenses, and the execution of Subcontractor Agreements including:

- Copy of Scope of Work
- Copy of Accident Prevention Plan
- Copy of Safety Sheet
- Copy of Ticket Reporting Procedures
- Location of Emergency Response Facilities and Contact Numbers
- Copy of Equal Opportunity Policy
- Copy of Alcohol and Drug Abuse Policy

A truck Measure/Certification Site will be established at DMS, staging site, or another appropriately designated location determined by the County and City, for all trucks to be inspected measured, photographed, and, in case of tonnage contracts, a tare weight. Truck



Certification, available upon request, will include the recording (first on a paper Certification Form and by Electronic Form) of the following:

- Date of Measure
- Assigned Truck Number
- Truck Measured Capacity
- Truck Description (including model, type and color)
- License No. And State
- VIN No.
- Truck Owner
- Name of Subcontractor Truck is working for
- Truck Driver
- Truck Driver's License No. And State
- Truck Drivers cell phone or contact number
- Truck Tare Weight
- Notes or exceptions (i.e. descriptions, deductions for dog house, etc.)
- Signature space for;
 - Truck Driver
 - Contractor's Representative
 - Client's Representative
- A photograph of the Measured Truck w/driver will either be, taken by Polaroid Camera and attached to the Certification Sheet; or by Digital and Stored.
- Each Truck Dump Bed will be assigned the required TFR issued side signs on each dump body, all to be weather durable, tamperproof and non-removable:
 - Company Name
 - Truck Number
 - Maximum Volume in Cubic Yards
 - Inspector's Name and Date
 - These signs will be placed, one each on each side of the dump bed body and be maintained throughout the duration of the project to ensure readability.
- Additional Truck dump trailers (pup trailers) will each have a separate truck measure certification including all of the information outlined above along with a notation as to the truck that it is coupled with.

Before equipment is dispatched to the loading sites, it will have already undergone all the necessary safety inspection, measurement and hauling procedures at the staging area as outlined in the section above. All loading and hauling crews will have received a copy of the scope of work, accident prevention plan, safety indoctrination, and assigned a crew foreman. All crews and foremen will be instructed by the Project Manager that they are to work in areas designated by a Client Debris Manager and are not to relocate or move from one area to another without prior approval of the Operations Manager. No employees, or subcontractors of TFR will be allowed to work for private or other public entities while employed or contracted under this project.



Hazardous Tree Removal

Unstable and leaning trees along a public ROW or within a naturalized area, such as public parks or golf courses, may be eligible for removal. The Sub-Grantee may choose to attempt to save the tree through straightening and bracing, if the cost of repair is less than the removal and disposal. A tree is deemed hazardous and an eligible for removal if:

- The tree is an immediate threat to public health and safety or improved property
- It has a DBH of 6" or greater when measured 4.5 feet above ground level
- AND one or more of these criteria:
- 50% or more of the crown is damaged or destroyed
- A split trunk or broken branches that expose the heart wood
- Fallen, leaning or uprooted within a public use area
- Leaning at an angle greater then 30 degrees

After a tree has been deemed eligible and scheduled for removal, TFR tree crews will discuss a tree specific removal plan to ensure a safe, proper felling operation, considering:

- Surrounding area for anything that may cause trouble when the tree falls
- The shape of the tree, the lean of the tree and decayed or weak spots
- Wind force and direction
- Location of other people
- Electrical hazards

Once the tree crew has identified a tree specific removal plan, the following procedures shall take place:

- The employee shall work form the uphill side whenever possible.
- Prior to felling operations, the work area shall be cleared to permit safe working conditions and an escape route shall be planned.
- Each worker shall be instructed as to exactly what he/she is to do. All workers not directly involved in the operation shall be kept clear of the work area.
- Before starting to cut, the operator shall be sure of his/her footing and must clear away brush, fallen trees, and other materials that might interfere with cutting operations.
- A notch and back cut shall be used in felling trees over 5 inches in diameter measured at breast height (DBH). No tree shall be felled by "slicing" or "ripping" cuts.
- The depth or penetration of the notch shall be about one-third the diameter of the tree. The opening or height of the notch shall be about 2.5 inches for each 1 ft. of the tree's diameter. The back cut shall be made higher (approximately 2 inches) than the base of the notch to prevent kickback.
- The resulting notch shall be flush cut to the ground.

Hazardous Limb Removal

Hazardous limb removal work shall consist of the removal and disposal of storm-damaged limbs that are:

- Imminent and impending peril to the general public
- Greater than 2” in diameter at the point of breakage
- Broken and still attached to the tree

The resulting debris will be collected from the grounds and hauled in accordance with normal debris collection standards.

Hazardous Stump Removal

The removal of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires unique documentation and costing to realize full reimbursement, and meet the following criteria:

- 50% or more of the root-ball exposed
- Greater than 24” in diameter, as measured 24” above the ground
- Located on public property or a public ROW
- The removal of the stump requires extraction

Once the diameter is established, pictures are taken, GPS coordinates establishing the location and the specific threat documented, the stump will be physically removed by the best means available. The resulting hole from the stump removal will be backfilled and amount of material needed will be recorded.

Reduction of Debris

Reduction of debris is normally applied to the vegetative debris such as brush and trees debris, which is also referred to as “burnable debris”. However, the reduction process can also be applied to some items that are considered non-burnable or construction and demolition debris. This would include such items as household furniture, construction materials such as roofing, treated timber. This process is applied for the purpose of reducing the volume of the material that is being landfilled. The economic evaluation of weighing the reduction cost against the unreduced landfill cost will be a factor in determining the feasibility of this approach. The most common methods of reduction are burning, chipping and grinding, and recycling. Recycling is covered in the various sections as appropriate.

Incineration

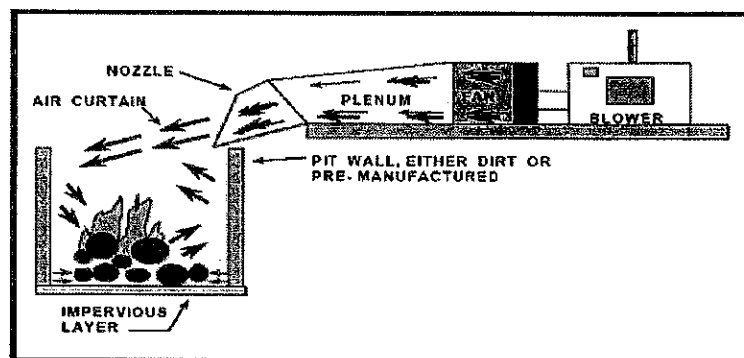
There are two general classifications of the burning method, open burn and air curtain incineration.

Open Burning: Open burning, although very cost effective, may not be suitable for urban areas. The feasibility of this method is very dependent on location and the cleanliness of the debris. Many areas and locations will not permit open burn particularly in urban environments where heavy smoke can create health and property damage concerns. However, in rural locations, if the debris is clean, there is very little environmental impact and the resulting ash can remain on the site, or be used as a soil additive. Bulldozers and loaders are the primary equipment required to operate an open burn process.

Air Curtain Incineration: Air curtain incineration is also a very cost effective method of reducing clean, vegetative debris but with less environmental impact than the open burning

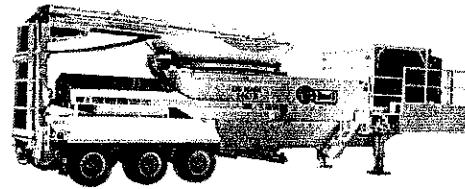
method. Air curtain incineration, incorporates the use of a “burn pit” aided by a forced air blower. The pit can be constructed below or above grade (depending on water table) and includes a mechanical blower to create constant optimal burn rates and an “air curtain” effect. The air curtain incineration system is a combination of the blower and pit, engineered as a unit to achieve the effect of holding the smoke while feeding air to the fire pit. Since differing site locations contain differing conditions, such as soil composition, water table levels, etc. there are no air curtain incineration systems standards in the industry. In the construction and operation of an efficient air curtain incineration system, special consideration must be given to the following factors:

- A set back of at least 100 feet between debris piles and the burn area with a minimum setback from buildings and structure of at least 1,000 feet.
- Construction of non-combustible “warning” stop blocks (at least 1 foot in height) for equipment located at the burn pit
- Use limestone (or equal material) for the construction of the “pit” with reinforced earth anchors, or wire mesh to support the loader ramps.
- Use clay or limestone to create an impervious layer on the bottom of the pit to prevent leaching of the ash from the aquifer. This layer shall be at least 1 foot deep and will be regularly inspected and maintained at that depth in the event scraper activity removes part of the layer during operations.
- Seal the pit ends at least four feet high.
- Pit construction (in accordance with this solicitation) shall be 8-9 feet wide, and 14 feet deep.
- A 12” dirt seal will be placed on the lip of the burn pit area to seal the lower nozzle.
- The blower will be configured to direct the airflow so as to strike the wall of the pit 2 feet below the edge. Operators will be instructed that the debris should not break the path of the airflow except during dumping.
- Equipment used will be tested and adjusted to assure that a minimum nozzle velocity of 8,800 ft/min (100 mph) and a volume of 900 cf/min/linear feet is produced during burn operations.
- The length of the pit shall be no longer than the length of the blower nozzle.
- The operators shall be instructed to load the pit uniformly along its length.
- Operators will also be instructed to extinguish the fire at least 2 hours before removing the ash.
- Water trucks will be used to dampen ash residue as well as areas surrounding the burn site.



Chipping/Grinding

Reduction of debris by chipping and/or grinding is an opportunity to recycle the vegetative debris back to an economically beneficial use. However, the overall economic impact of chipping/grinding compared to burning will have to be reviewed before a determination can be made.



Grinding/Chipping is the reduction of woody, vegetative debris by cutting and pounding the debris to reduce the woody materials into small pieces or “chips” This method normally produces a reduction of between 3 to 1 and 5 to 1, whereas burning reduces the debris by approximately 95%. However, wood chips have the possibility to be recycled and used as mulch, fuel, ground cover and animal bedding to name a few. The availability to recycle the chips would be a significant factor in determining the economic value of chipping/grinding. In the construction and operation of a chipping/grinding reduction operation, special consideration is given to the following factors:

- Grinding machines must have a clearance of 300 feet. Warning signs must be stationed around the perimeter of the grinding equipment, warning of possible flying objects from the grinders.
- The grinding machines must have screens, which produce chips not exceeding 4 inches in length and ½ inch in diameter.
- Liners shall be placed underneath grinders, and other stationary equipment, as a preventative measure against possible leaks or spills exposing the soil and groundwater to contaminants.
- Debris must be sorted and clean of other contaminants such as metals.
- Operators must wear hard hats even in closed cab machines while operating.
- Root Rake loaders are used to avoid contaminating the debris entering the grinder with dirt or sand.
- With grinding 800 CYD in an hour, debris hauled into the DMS site shall be reduced within 48 hours of arrival.
- Ground debris or mulch shall be stored onsite in piles no higher than 15 feet. Such piles shall not remain on site for longer than seven (7) days and haul out procedures shall ensure. Ground debris or mulch, is monitored daily for heat and internal combustion.

Segregation of Debris

Before material is brought into the DMS, all preparations outlined above will be substantially completed. The DMS will have staging areas for each category of debris brought into the site. All debris will pass by the inspection tower after entering the site and all loads will be inspected.

Although every effort will be made to segregate debris on the right-of-way before loading, debris materials still become mixed and some loads are so co-mingled that they are classified as mixed debris loads. These loads will be directed to the area defined on the site plan as the “mixed debris” pile. This material will be sorted and separated by machines with



grapples and “thumbs” and by hand labor and placed into the C&D, Vegetative, HHW, White Goods, and Metals Piles.

C&D Debris is non-burnable, non-recyclable debris that will eventually be delivered to a landfill. Samples of this type of debris include mattresses, clothing, household garbage, concrete, asphalt, metals, plastics, manufactured furniture, building components, etc. Parts of this material, if well separated, can be reduced by grinding before landfill, so as to reduce the cost of hauling and tipping fees (if charged by volume). Other parts, such as metal can be recycled if well separated and cleaned.

Vegetative Debris is burnable debris and can be reduced by either incineration or by chipping/grinding. If reduced by incineration, the estimated reduction rate is 95% and leaves the ash residue to be hauled off and disposed. If reduced by chipping/grinding, the reduction rate is estimated at only 60%-75%, however, the by-product, mulch, can be recycled. The vegetative debris may become mixed with earth materials such as dirt, gravel, rock, or sand during the disaster. Root rakes are employed to shake and separate the brush and vegetative debris before it is reduced. Sometimes shaker screens or trommels are necessary to separate the earthen debris before reducing.

Household Hazardous Waste (HHW) is debris such as household chemicals, pesticides, unidentified liquids, paint, batteries, etc. As mentioned earlier, the primary goal is to separate this material on the curbside and pick it up separately by a designated HHW crew. These items are then delivered to the collection points designated by a Client Debris Manager. However, in the event that HHW inadvertently becomes co-mingled with other debris and enters the site, it is separated from the other debris and placed into a Hazardous Containment area on the site for further disposal by those licensed to handle and dispose of this type of debris.

White Goods refers to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as freon or oil, which must be remediated by someone with the appropriate license and certifications to do so. These items should be separated at curbside and delivered to the collection points designated by a Client Debris Manager. If they are brought to the site for temporary storage, they will be contained in a separate staging area so that they may be inspected and properly cleaned of all chemicals or fluids.

Metals will be separated at the curbside and delivered to a separate staging area at the Temporary Debris Staging and Dump Site unless directed otherwise by a Client Debris Manager. These items may be recycled.

During the operation of a DMS Site, special attention is afforded to the following areas:

- Site Safety: The Operations Manager and the Site Project Manager will conduct a Pre-Operations Site Safety meeting prior to the beginning of operations of the debris reduction site. Items to be included in the Safety meeting will be:



- An overall review of the Site Plan and directions as to the location of all temporary structures, the planned traffic flow, location of first aid stations, eye wash stations, fire extinguishers and location of sign with postings of emergency numbers.
- The first Weekly Safety Meeting will be held and all information as outlined in the Company Safety and Occupational Health Plan will be covered.
- The Activity Hazard Analysis for each operations activity will be reviewed and discussed.
- A communication path between the site management and site personnel will be established in the event of an emergency so that an orderly and efficient means is established to mitigate the event.
- Dust Control: TFR provides water trucks, which do routine trips throughout the site during the operations, keeping dry roads dampened for the purpose of minimizing the dust count. Water trucks are also used to dampen ash residue when removed from burn pit to ash pit. Attention is given to normal wind direction when layout of the site is prepared.
- Hazardous Materials Containment Area: The Site Manager will regularly inspect the Hazardous Materials Containment area for any cuts, tears or leaks in the protective membrane that lines the containment area. The Manager will also inspect the berm surrounding the area to assure proper site runoff is still intact.
- Roadways: Traffic will be designed as to allow the flow of incoming and outgoing debris trucks so as to avoid congestion. Safety, and directional signs will be posted throughout the site along with flagmen to assist and control traffic flow as well as for safety reasons. Road surfaces will be rock-laid for easier maintenance and to protect from erosion. Private, non-operation-related traffic will be prohibited from the site.
- Communication: Operators and flagmen are equipped with two-way radios on the same frequency as the office base radio unit so that communications will be readily accessible throughout the site.

Disposal

Disposal sites for the debris will be determined before operations begin. This submittal encompasses the possibility that a permanent or final debris resting-place may not be immediately available in the beginning of operations, and we have therefore included the general operations of a Temporary Debris Storage and Reduction (DMS) site in this proposal.

Disposal of debris is the operation of placing debris in its final resting place such as a licensed, permitted permanent landfill or as expressed above, at a DMS site. This operation includes the use of hauling equipment. In the Hauling and Dumping operations, special consideration is given to the following:

- All loading and hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the Crew Foreman, and all equipment down time for repairs are noted on the daily reports. Hours of each piece of equipment and each employee are recorded and reconciled with a Client Representative, daily.



- Qualification of all operators/drivers is reviewed and determined before being allowed to haul materials.
- All insurance documents and copies of driver's licenses are on file in the field office before beginning operations.
- The safety orientation meeting is held by the Load and Haul Project Manager before operations begin.
- Equipment is inspected and a record of the inspection is retained on file in the field office before operations begin.
- Operators/drivers are versed on the dumpsite procedures before leaving the loading site.
- All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
- All operators will report to the weigh station/inspection tower and deliver their "load ticket" to the QC operator (or government inspector) for inspection and approval before proceeding to dump his/her debris.
- The designated dumpsite operator will direct each truck operator as to where to dump each load at the dumpsite location.
- Each truck operator will inspect his truck and tailgate after the dumping process is completed to assure that it is secure before leaving the dump area.
- Truck operators will follow the designed traffic flow when leaving the dump and return to the designated loading area.

Haul Out Procedures

Hauling Out of debris is the operation of hauling reduced debris from a DMS to a final resting place at a designated destination to be used in any number of capacities such as ground cover, bio-fuel and fertilizer. This operation includes the use of hauling equipment. In the Hauling Out operations, special consideration is given to the following:

- All hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the DMS foreman, and all equipment down time for repairs are noted on the daily reports. Hours of each piece of equipment and each employee are recorded and reconciled with a Client Representative, daily.
- Qualification of all operators/drivers is reviewed and determined before being allowed to haul materials.
- All insurance documents and copies of driver's licenses are on file in the field office before beginning operations.
- The Load and Haul Project Manager hold the safety orientation meeting before operations begin.
- Equipment is inspected and a record of the inspection is retained on file in the field office before operations begin.
- Operators/drivers are versed on the dumpsite procedures before beginning loading activities and hauling reduced debris out of the DMS site.
- Trucks are loaded by rubber-tired backhoes, or excavator, utilizing a mulch ramp constructed approximately twelve (12) feet high, eight (8) feet wide and at a grade, not to exceed, thirty-five (35) degrees. This shall be determined at the site depending on topography and availability. No individuals will be allowed on the structure



unless otherwise instructed to do so by the DMS Manager and/or assessing the overall safety of the structure.

- Each truck operator shall inspect his/her truck before proceeding to the inspection tower to ensure the load is filled and any and all items are secured and covered by a tarp or other covering preventing chips from being blown from the bed.
- All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
- All operators will report to the weigh station/inspection tower and deliver their "load ticket" to the QC operator (or government inspector) for inspection and approval before proceeding to leave the dump to its final destination.
- Truck operators will follow the designed traffic flow when leaving the dump and return to the designated loading area.

White Goods, E-Waste, and Putrefied Foods

White Goods refers to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as Freon or oil, which must be remediated by someone with the appropriate license and certifications to do so. These items will be separated at curbside and will be delivered to the DMS collection point. At the DMS we will contain Dirty White Goods separate from White Goods and they will be inspected and properly cleaned of all chemicals or fluids or removed by professionals certified and licensed to dispose of them. TFR shall submit a Dirty White Goods Operations, Cleaning and Disposal Plan prior to beginning site operations.

Upon award of a contract, a Hazmat removal team will be assigned to oversee the curbside removal and HHW removal at the DMS site and, if given a contract for ROE, precede the demolition team. The Hazmat team will remove all HHW and White Goods to the curbside, separated, before haul off, or demolition begins. This team will document on a daily reporting form, the type and quantity of HHW and White goods at the pick up location.

- Refrigerants with putrescible wastes will be sealed by taping closed so as not to have accidental openings and spillage while in transit to disposal site.
- The separated HHW and White Goods will be transported by separate container from the demolition site to the DMS.
- Any HHW that may inadvertently become mixed with truckloads shall be separated at the DMS site and stored in the HHW area for removal by the HHW crew.
- Automobiles will be removed to a separate temporary storage area where they will be held for recycling.
- Loose tires located at curbside will be kept separate and removed by the HHW crew.
- Extra caution will be applied to the handling of dirty white goods that still contain putrescible wastes, such as sealed freezers, refrigerators, coolers and iceboxes. Putrescible waste is solid waste that contains organic matter capable of being decomposed by microorganisms and of such a character and proportion as to cause obnoxious odors and to be capable of attracting or providing food for birds or animals. Improper handling of putrescible waste could lead to odor issues that make siting and operating a DMSS difficult. There are also numerous potential employee

health and safety issues related to the removal and disposal of putrescible wastes. These White Goods shall be delivered to a landfill certified to handle Municipal Solid Waste.

- White goods may also have refrigerants (Freon and Freon replacements), and often plastics and motors and sometimes other electronic components that need to be removed before recycling. Refrigerant removal must be done by trained and qualified personnel and can potentially lead to spills of regulated chemicals. Only certified, experienced and trained personnel will be used for these critical tasks in order to minimize risk and maximize efficiency.
- All waste removal, cleaning and handling will be managed so as to minimize potential exposure of workers and others to waste and minimize generation of odors.
- Procedures such as proper sealing of refrigerants and containers will be in place to control vector exposure, attraction of wildlife and minimize volume expansion through addition of water to the waste stream.

Disaster Debris Recycling

TFR is a green industry company. The principals of TFR are proponents of recycling whenever possible and many members of management are LEED Certified. As such, TFR utilizes tub grinders, slow speed shredder, trommels, loaders, and excavators which are used to sort, separate, reduce vegetative debris to reusable mulch, dirt, metals, and other construction products. Following each disaster event, TFR will make every effort to locate a reusable purpose for this material such as bedding material for plants, ground cover for parks, animal bedding, and reusable energy sources as boiler fuel for co-generation plants or production mills. In addition to the vegetative recycling, every effort is made to keep the metals segregated and clean so that the Ferris and non-Ferris metals can be recycled. In cases of large quantities of mixed debris, a system of separation using a trommel, air curtain burner, picking line conveyor and tub grinder, can be used which will allow the paper and plastic to be separated, and the clean dirt, rock & concrete, Ferris metals, non-Ferris metals and clean vegetative debris sorted and piled for recycling.

Sources will be sought for the following recyclable material:

- Asphalt
- C&D
- Concrete/Aggregate
- Dirt
- E-Waste
- Metals
- Roofing Materials
- White Goods
- Mulch
- Tires

TFR has vast experience employing recycling activities, and maintains established relationships with recycling firms to accept various types of debris. While completing debris reduction of 2,000,000 CYD for the City of Tulsa, TFR loaded the chips on railcars and



shipped the excess reduced debris to a Company-owned mulching facility in Leander, Texas. Alternative methods of disposal exist and are well documented by TFR. During Hurricane Ike, storm-generated debris from Polk County was hauled and burned at a local paper mill in Orange County, Texas. This strict commitment to recycling of storm-generated debris has benefited both client and TFR.

Emergency Response and Deployment Plan – Project Closeout

At the cessation of DMS operations, all sites will be restored to the satisfaction of Client's Representatives/Owner with the intent of maintaining the utility of each site, leaving it unencumbered for future use and to safeguard the environment. Soil and water samples will be taken and compared to pre-work samples to ensure that TFR operations have not negatively affected the environment. Other factors that are considered during the remediation process are:

- All pre-existing grades including roads, ditches, etc. will be restored to the satisfaction of the customer prior to final closure of each site.
- Areas where soils were excavated (e.g., ditches and retention ponds) or stockpiled (e.g., berms) will also be restored to pre-existing grade prior to vacating each site.
- Pre-construction drainage patterns will also be restored, as well as all improvements (e.g., trailers, wells, fencing, construction entrances and built up aggregate haul roads) will be removed from each DMS unless otherwise instructed by the Client's Representative.

Upon completion of the above remediation tasks, TFR will photo-document site conditions using both video camera and still photographs. As done with the water and soil samples, the post-work photos will be compared to pre-work photos to ensure that the site was remediated to original condition.

TFR Enterprises Invoicing Procedures

TFR prefers to invoice on a weekly basis, with a one-week delay. If the client is utilizing the services of a Monitoring Firm, it is likely that an Automated Debris Management System will be utilized. TFR is well versed in the use of these systems and is very experienced in the necessary reconciliation. These systems have greatly reduced the reconciliation burden of all parties.

- If an ADMS system is not used, TFR will provide all of the necessary paperwork for the proven paper-based documentation process. This process consists of:
- The receipt of load tickets by TFR and the scanning of them through our industry leading Optical Character Recognition Program
- Ticket Data is aggregated, summarized and supplied to the monitoring firm or client for reconciliation
- Once the data has been completely reconciled, the invoice is then presented for payment



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

Sample Haul Ticket

T.F.R. ENTERPRISES, INC.
601 Leander Drive
Leander, TX 78641

Ticket
Number > 10001

CREW NO. _____,20_____
CONTRACT NUMBER _____
SUBCONTRACTOR NAME _____
TRUCK DRIVER NAME _____

QUANTITIES:			
TRUCK NUMBER		MEASURED CAPACITY	CY
Est. % Full		Total CY Delivered	CY
LOAD CLASSIFICATION:			
BURNABLE		MIXED	
NONBURNABLE - C & D		OTHER	

LOCATION		
PICKUP ZONE/SECTION		DEBRIS DELIVERY SITE
LOADING SITE:	TIME	MONITOR SIGNATURE
DUMPING SITE:		

TRUCK DRIVER
SIGNATURE _____

Comments:

White-Dumpsite Monitor Green-Load Site Monitor
Canary, Pink, Gold - On Site Contractor's Representative or Driver

Government Entity _____

Contract No. _____

TRUCK MEASURE CERTIFICATE

Event: _____

TRUCK NO.

CONTRACTOR:

TFR ENTERPRISES, INC.

TRUCK MEASURE CUBIC YARDS

Date _____

Truck Description Type: _____ Color: _____

License No. & State _____ VIN No. _____

Truck Owner _____

Subcontractor truck is working for _____

Truck Driver Name: _____ Drivers License # & State _____

TRUCK BED MEASUREMENTS :

	Truck Bed Length	X	Truck Bed Width	X	Truck Bed Height	=	Total	/	Divided By	=	
IN INCHES		X		X		=		/	46,656	=	Cubic yards

OR

	Truck Bed Length	X	Truck Bed Width	X	Truck Bed Height	=	Total	/	Divided By	=	
IN FEET		X		X		=		/	27	=	Cubic yards

Notes or Exceptions: (I.e. descriptions, deductions for dog house, etc.) _____

Signed: _____

Measured By _____

Truck Driver _____

TFR Representative _____

Government's Representative _____



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

SAMPLE TRUCK IDENTIFICATION PLACARD



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

UNDER
CONTRACT TO:

TRUCK #

MEASURED
CAPACITY:

CY

18"

12"

FEMA Experience

TFR personnel have successfully completed over 150 federally funded projects conducted under the Federal Public Assistance Program (PA). With this experience, the TFR team has gained expertise and familiarity with the FEMA documentation and reimbursement process. TFR employees and subcontractors have been working together for over 26 years to ensure that work is completed in compliance with FEMA regulations and rules.

Jennifer Frankovsky, our Director of Business Development, in conjunction with Tiffany Wilkes, Contract Administrator, head our FEMA Compliance Team. The TFR FEMA Compliance Team has the training and experience to ensure compliance with the most recent FEMA rules, including the January 2016 FEMA Public Assistance Program & Policy Guide, FP 104-009-2 (PAPPG).

Preparation is the critical element of successful disaster recovery. A major component of preparation is ensuring that systems are in place to immediately respond to disasters and remain compliant with FEMA regulations without compromising recovery efforts. This begins with understanding the PA process and incorporating it into your response and recovery plan and identifying the roles and responsibilities of those who will be involved.

We recognize that we cannot perform or assume the sovereign duties of government officials. This does not preclude us from offering services to assist you with FEMA compliance. Our philosophy is to take a very proactive approach to disaster recovery.

We strive to provide all assistance necessary to help our clients with the response and preparation process. For our clients who have not experienced a disaster, the process can be very overwhelming. For those who have experienced a disaster, keeping updated on the most recent FEMA regulations is difficult. The TFR FEMA Compliance Team can provide personalized onsite assistance and training to help you feel confident in the planning and preparation process.

TFR offers assistance and training based on our client's needs.

- Debris Management Plan Development
- Public Assistance Overview
- Project Formulation
- Applicant Briefing and Kickoff Meeting Preparation
- Roles and Responsibilities of Local Jurisdictions
- Understanding Eligibility
- Managing Spontaneous Volunteers in Disasters

Years of experience, training and dedication to our clients make TFR a valued asset beyond the typical client – contractor relationship. Before and after a disaster, TFR is here to help.



Overview of Public Assistance

FEMA provides multiple disaster assistance programs to help individuals, governmental jurisdictions and certain nonprofit organizations. FEMA provides disaster assistance, including funding, to State and local governments through the Public Assistance Program. Understanding the Public Assistance Program is important in order to remain compliant throughout the recovery process and to maximize the potential for FEMA reimbursement.

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act) is the law that gives the Federal Government the legal authority to provide Federal disaster assistance. FEMA is the governmental agency tasked with administering the assistance to non-Federal jurisdictions through the Public Assistance Program (PA). FEMA publishes regulations to further explain the content of the Stafford Act. The regulations are published in 44 CFR §206-207. Policies are issued by FEMA to aid in explaining processes and requirements of the Public Assistance Program. The most recent publication is the Public Assistance Program and Policy Guide (PAPPG) FP 104-009-2/January 2016. This recent policy guide supersedes most of the 9500 series guidance documents and other policy guides, such as the FEMA 322 Public Assistance Guide.

Declaration Process Summary

Damage Assessment: The Governor requests a Preliminary Damage Assessment from FEMA following a disaster that generates more damage than the State and local governments can handle. The PDA is conducted as a team effort with FEMA, State and local representatives to evaluate the extent of the damage. This step can be waived if an incident is of such magnitude that a PDA is not necessary to determine the need for Federal assistance.

Declaration: If the Governor determines that assistance is needed, he/she submits a request for disaster declaration to the President through the area's FEMA Regional Administrator (RA). This process must occur within 30 days of the incident. The President issues a major disaster declaration and appoints a Federal Coordinating Officer (FCO), who establishes a Joint Field Office (JFO) where the Federal resources and disaster assistance programs are administered. Other FEMA and State roles are appointed to work with local jurisdictions in managing the PA requirements of the disaster recovery process.

A disaster declaration outlines the type of incident, incident period, designated areas, Federal cost share, and types of Federal assistance that will be offered by FEMA. Individual Assistance (IA) and Public Assistance (PA) can be authorized and can vary among designated areas. Public assistance is separated into two groups: Emergency Work and Permanent Work. Each group is divided into categories. Debris removal falls under Emergency Work Category A: Debris Removal.

Request for Public Assistance

A State wishing to seek Public Assistance funding must submit a Request for Public Assistance (RPA) to FEMA within 30 days of the area being designated in the declaration. An RPA from local jurisdictions is submitted to FEMA through the State and is subject to the same deadline.

At this point, the entity requesting PA becomes an Applicant. When a State receives Federal funding, it becomes a Recipient (formerly referred to as a “Grantee”). The State becomes a Pass-through entity when it provides a subaward (formerly referred to as a “subgrant”) to an Applicant to carry out a Federal program. When a local jurisdiction receives a subaward, it becomes a Subrecipient (formerly referred to as “Subgrantee”).

Applicant Briefing

After a declaration, the State conducts an Applicant Briefing, attended by local jurisdictions in the disaster area and FEMA representatives, to provide a high level overview of the Public Assistance Program (PA). RPAs are typically collected at the briefing, however a local Applicant has 30 days from the area being included in the declaration to submit this through the State to FEMA. A local jurisdiction does not need to wait until all damage is assessed to submit the RPA.

Kickoff Meeting

FEMA holds a Kickoff Meeting with each local jurisdiction/Applicant. This meeting covers very detailed information about the Public Assistance Program processes and requirements, as well as roles and responsibilities relating to PA.

Local jurisdictions should bring as much information as possible about the damage; emergency activities performed and related costs. Maps, locations of debris and damage, and pre/post-incident photographs are just a few examples of documents to bring to the meeting.

Project Formulation Process

With rare exceptions, Applicants have 60 days from the Kickoff Meeting to report all disaster related damage, emergency work activities, and debris quantities to FEMA.

Site Inspections – Scope of Work

FEMA, State and local jurisdiction representatives conduct site inspections to validate, quantify and document all incident related damage and identify any potential environmental and historic preservation (EHP) impacts. A Scope of Work (SOW) is developed as a collaborative agreement to describe, in detail, work necessary to repair damage. If the SOW has potential to impact environmental or historic resources, FEMA EHP staff review the SOW to determine if modifications should be made to reduce impacts.

Project Worksheets

Incident related damage is grouped into projects (subawards) by FEMA and the local jurisdiction. FEMA uses the Project Worksheet (PW), FEMA Form 90-91, as a Subaward Application. A PW is used to document every detail of a project, including location, damage, descriptions, scope of work and cost estimates. Multiple sites may be combined onto one PW, if logical. Site sheets are used to differentiate the damage, work, and costs associated with each site included in the PW.



Projects are divided into two groups: large projects and small projects. A monetary threshold that changes annually determines the division. FEMA establishes a minimum project threshold each Federal fiscal year. A FEMA representative completes PWs for large projects, with input from the local jurisdiction. An Applicant can prepare small project PWs with validation from FEMA.

Although much of the project formulation process is a collaborative effort, it is the responsibility of the local jurisdiction to provide detailed documentation to support eligibility of all work performed and costs. The work completed must be within the SOW. Work performed outside of the scope or lack of supporting documentation can result in denial of eligibility and funding by FEMA.

When the project formulation is complete and all claimed damage is documented, FEMA conducts an Exit Briefing with the Applicant.

Project Deadlines

PA funding is provided for eligible work completed and costs incurred within certain timeframes. The deadline for emergency work is 6 months from the declaration date. The deadline for permanent work is 18 months from the declaration date. Deadlines can be extended, depending on the circumstances. Federal funding is only provided for approved work completed up to the deadline. An Applicant will be required to reimburse FEMA for funding received for work that was not completed within the deadline.

Funding and Closeout

Federal funding under PA is subject to a cost share. The Stafford Act states that the Federal share is not less than 75% of eligible costs. The Federal cost share can be increased in certain circumstances. Other costs incurred by the jurisdiction, such as force account labor, as well as the value of certain volunteer services, can be applied to the non-Federal cost share.

FEMA obligates funds based on information provided in a PW. The Federal share of the eligible project costs is obligated to the State when the PW SOW and costs are approved by FEMA. The State provides the funds to subrecipient.

Large Project Funding and Closeout

Funding for Large Projects is made available on a progress basis as the work is completed. Final eligible amount for Large Projects (that are not capped) is based on actual documented costs incurred and any estimated costs are adjusted to the actual incurred amount. Each individual Large Project is closed as it is completed. The Subrecipient must notify the State when each Large Project is completed and provide documentation to support the actual costs. The State certifies that all work was compliantly completed within the approved SOW. The State submits the Large Project certification of completion and all supporting documentation with the final payment of claim to FEMA. FEMA approves eligible costs and, if applicable, obligates additional funds or reduces funding based on actual costs. Discrepancies are resolved through a field review or, in some cases, a Federal audit.



Small Project Funding and Closeout

Federal funding for Small Projects is made upon approval of the PW. Small Projects are closed by FEMA when the last Small Project is closed. The local jurisdiction should notify the State immediately after the last Small Project is completed.

Upon disaster closeout, the State, as the Recipient, must certify that the local jurisdiction's Small Projects were compliant with all FEMA approval requirements and the State-FEMA Agreement. Federal funds for Small Projects are not adjusted based on the actual costs to complete the project, even if the actual costs are lower than the estimated costs (amount funded). Additional funding for a Small Project can be requested by a local jurisdiction (Subrecipient) if the actual costs of all Small Projects combined exceeds the amount of total Small Project obligated funds (based on estimated costs) for the jurisdiction. The Subrecipient must submit a net small project overrun appeal, including all actual cost documentation, within 60 days the completion of its last Small Project.

Summary

This summary of Public Assistance was designed to provide an updated high-level overview. There are many things for a local jurisdiction to consider, many of which can help offset their portion of the cost share. Planning is the key to maximizing the opportunity for Public Assistance compliance and funding.

Subcontracting Plan

TFR is uniquely positioned within the debris removal industry as one of the premier companies maintaining an extensive fleet of machinery utilized in debris removal, reduction and management efforts to fully operate independently. To accommodate your debris project needs, TFR provides access to 140 pieces of equipment including, but not limited to, sixteen (16) self-loaders with trailers, eight (8) Diamond Z Tub Grinders, heavy haulers, excavators and five (5) mobile command units maintaining electronic access to manage entire projects. This extensive list would be insufficient without the pairing of our in-house maintenance crew. These individuals ensure that key equipment necessary for fluid, efficient operations shall never hamper the ongoing project and impact TFR's project timeline to the client. TFR's maintenance crew augments the daily responsibilities of our employees and subcontractors by fulfilling any and all duties to the client to secure the vitality of our equipment and the project.

With the large fleet of equipment and the necessary logistical support, TFR is fully capable of quickly and efficiently responding independently with a substantial workforce of equipment and personnel to an effected community almost immediately. However this independence does not secure the necessary goals strictly outlined and routinely reinforced by upper management in response to our service-minded attitudes. TFR firmly believes that our business cannot be sustained and grow without the strong, positive working relationship with our clients, suppliers and our countless subcontractors. This service-minded attitude drives the business and fortifies the strong relationships TFR maintains with our subcontractors. Therefore, such relationships maintained with small business, minority-owned, and numerous other companies allow TFR to fulfill the requirements that may be mandated by the client's Representatives and other Government Agencies.

Local Subcontracting Procedures

At TFR, we firmly believe that local contractors provide the most cost-effective measure to complete the contract requirements while aiding the local economy after the impact of a disaster. TFR plans to utilize local subcontractors to the extent at which they are available and properly licensed. TFR shall exhaust any and all avenues to obtain qualified local subcontractors to meet the needs of the community while infusing the local economy with needed revenue. As such, TFR is committed to identifying the local subcontractors qualified and prepared to support the community on the path to recovery. TFR plans to solicit and establish local subcontractors through the following plan:

TFR Enterprises' principals and managers have always exercised a policy of recruiting subcontractors in the affected work area. This practice is considered good business because of the advantages received by contracting with local companies residing in the affected area. There are a number of factors that contribute to the overall effectiveness of local subcontractors: (1) familiarity with the areas to be worked, (2) knowledge of the most efficient traffic patterns, (3) information on local suppliers for parts, equipment repairs, etc., (4) reduction in end project costs as local subcontractors do not require housing and travel cost, per diem, etc. These factors reduce the cost of the project to the client while allowing the county to retain large portions of the money in the hands of its constituency. With these reasons in mind, TFR is committed to fulfilling the requirements of the client by implementing the *Local Subcontracting Plan* listed below:

1. Establish a local telephone line so that it may be contacted easier than calling to long-distance cell phone numbers.
2. The Company will post signs and telephone numbers at the entrance to its work site and at its field office.
3. Subcontracting opportunities are advertised by local newspaper.
4. During the search for subcontractors following an award, the company's Chief Operating Officer will contact the Small Business Administration office in the work area and access the Procurement Marketing and Access Network, National Minority Purchasing Council Vendor Information Service and the Research and Information Division of the Minority Business Development Agency in the Department of Commerce.
5. The local Veteran's Administration is contacted upon the company's assignment of a task order, and alerted as to the type of products and service the contract requires, and the company's local telephone number and address is registered with them, not only for subcontracting, but for short-term employment opportunities
6. State and local trade agencies will be contacted, such as the Association of General Contractors (AGC) for example. They oftentimes maintain databases sorted by business classification and status and can provide a resource of small businesses in the area.
7. The Chamber of Commerce in the affected area will be contacted and asked to provide a listing of any (a) trade associations, (b) business development organizations and (c) HUBZone concerns.

Contacts arising from these inquiries are followed up with calls to local subcontractors requesting detailed information leading to their qualification for work. With such action, TFR shall exhaust all avenues to identify, qualify and employ any local subcontractor. Under circumstances in which local subcontractors are unavailable, outside sources may be contacted to achieve the desired mobilization goals, in accordance with our Pre-qualification List of Level I, II, and III Subcontractors.

Disadvantaged Business Enterprise (DBE) Utilization

During the past the past two (2) decades, TFR has actively promoted the participation of small and small disadvantaged business in the performance of disaster-related debris removal. Born from a small tree service company in 1954, TFR was a long time small business enabled firm working in Memphis, Tennessee. Renamed TFR and incorporated in 1989, owner, Tipton Rowland, considers this sector of the industry to be a vital and reliable source of debris management resources recalling his days as a small business owner himself. As such, TFR executives are directly involved in the achievement of small business and small disadvantaged business plans and goals by project.

TFR has developed effective procedures to secure the utilization of small business and small disadvantaged business. Administered by the *Subcontracting Plan Administrator*, Sharon Lyell, her duties and responsibilities include:

1. Reviewing and updating TFR's existing database of subcontractors
2. Advise on matters relating to the use of small business and small disadvantage business concerns and issue policy statements and internal operating instructions relative to implementing the requirements of Public Laws 95-507 and 100-656 in addition to other applicable government regulations
3. Participate in or sponsor programs which provide training to personnel relative to Public Laws 95-507 and 100-656
4. Assist in evaluating procurement actions on a continual basis
5. Screen operations to break out segments identifiable as opportunities for qualified small businesses and small disadvantaged businesses
6. Review contractual obligations of TFR to ensure compliance DBE utilization
7. Review records of in-progress and completed projects for comparison to stated contract goals

TFR is continually working to achieve higher goals for qualified small business and small disadvantaged business subcontractors. For the purposes of this proposal, TFR will strive to subcontract 20% of the work under the contract to small businesses and small disadvantaged business. With such rigid goals, TFR takes a proactive approach to the qualification and utilization of small business and small disadvantaged business subcontractors.

Subcontractor Management

TFR manages subcontracts through a five-step process:

1. Selection of most appropriate subcontractors. This is done through balancing geography and capability. Local subcontractors are almost always more cost



effective as they go home at night to sleep and eat. They also have local resources for materials, supplies and equipment repairs, and thus, are preferred.

2. The issuing of the formal subcontract establishes contract compliance requirements, formalizes expectations, and provides an established, impartial mechanism for quick resolution of disputes as they arise.
3. Production is tracked and expectations are communicated daily.
4. Daily active Quality Control results in immediate identification and correction of problems.
5. QC and other reporting gets rolled up regularly into contract compliance and reporting, such as small business subcontracting plans.

TFR's Subcontractor Management Plan and approach is focused on three main performance evaluation criteria:

- Production
- Safety, explained in Safety Section
- Quality Control

Production:

Ready means that the subcontractors have completed appropriate administrative actions, have their equipment and personnel on site and in condition to work, and they know the tasks they are expected to perform. Prior to NTP, the subcontractors identified, selected and are notified by the Operations Manager. Priorities are based upon a review the database of all experienced subcontractors. The priority list for subcontracts is grouped into our known, experienced subcontractors, and augmented by the capabilities of the local subcontractors.

Upon receiving notice to proceed from the contracting agency or at the discretion of the Operations Manager, we will notify subcontractors on stand-by to execute mobilization plans and their personnel and provide us with a firm arrival ready-to-work time. Additionally, TFR personnel will also review the equipment and personnel requirements and compare with equipment already on hand to determine the additional equipment and personnel to be mobilized. This will first come from the Company-owned available list, then Level I Subcontractors immediately available list, comprised of our known, experienced subcontractors and local contractors, and equipment supplier's list.

Working effectively means good communications of expectations and regular optimization. There will be daily formal and informal communications between the Project Managers and the subcontractor's superintendents. At the start of each day, the geographic area assigned will be reviewed and verified, along with any known hindrances to free flowing operations. Also covered will be production expectations, other difficulties expected, and the performance of previous period (usually the previous day). In addition to this start up communication, the subcontractors will have the chance to review and comment on the previous QC report, noting key items like production reported, equipment and personnel readiness and actions and variances. Each day (or other period depending on project requirements) subcontractors will get the chance to communicate and "buy-in" to the immediate operations plan.

Quality means the satisfactory completion of debris removal from given sectors in accordance with the Scope of Work and approved by both the client Representative and TFR's QC personnel. Continually checked and verified by our QC personnel and documented in QC reports, subcontractors shall remove any and all debris, with exceptions for C&D, HHW, etc., in a given sector before moving to the next loading site. TFR closely monitors subcontractors to ensure the quality of the end service to the client. Under no circumstances shall the subcontractor only collect large, "easy" debris; and more so, these unacceptable deficiencies are duly noted in the subcontractors file with repeat offenders subject to termination.

Note: No employees or subcontractors of TFR will be allowed to work for private or other public entities while employed or contracted under this project.

Subcontractor Safety

Safety is considered a condition of employment and is the responsibility of all associated with TFR, whether in the capacity of employee or subcontractor. All subcontract agreements are subject to this Safety and Occupational Health Policy as a condition of the contract agreement.

The following procedures will be administered to assure that all subcontractor activities are fully integrated into the project safety plan and job hazards analysis. When subcontractors first report to the job site and prior to beginning work, the project manager shall review with the subcontractor safety representative the contractual obligation to safety and the project safety rules that subcontractor employees are required to follow.

1. Review the Corporate Accident Prevention Plan and stress all the applicable requirements and procedures.
2. Review the specific Company safety rules and regulations.
3. Review hazardous work conditions presented by the physical assessment of the project.
4. Instruct their safety representative that they are to attend a monthly safety meeting.
5. It must be firmly established that all subcontractors' employees must abide by the applicable OSHA regulations.

Subcontractor Quality Control Program

The purpose of this Quality Control Program is for TFR to establish a quality control system to perform sufficient inspection and tests of all items of work, including that of our subcontractors, to ensure conformance to applicable specifications and drawings with respect to the production, quantities, field activities, materials, workmanship, construction, finish, functional performance, and identification.

During work on this contract the quality control personnel will perform the required inspections on the subcontractor's work. The Quality Control Officer is responsible for the direct supervision of all superintendents and subcontractors to ensure that the work is being performed according to the Scope of Work and TFR's Quality Control Program.



Additionally, the TFR Quality Control Officer shall prepare, sign and submit to the Edinburg Representative a Daily Quality Control Report. This will include identification of Subcontractor QC actions. Subcontractor actions subject to QC verification and reporting, include, at a minimum:

- Summary of safety issues
- Infrastructure damage
- Total numbers of trucks loaded
- Equipment and plant hours worked and idled or down
- Testing performed and by whom
- Loads and quantities hauled to TDSRS
- Quantity of debris reduced (if applicable)
- Number of subcontractor personnel working
- Contract non-compliance issues
- All corrective actions

In the event of notice of a violation as a result of the actions of any employee or subcontractor, the Operations Manager will take immediate corrective action and follow up on the enforcement of such action and so notate in his daily log record. Additional quality control measures will be discussed later in the Quality Control Section.

Multiple Delivery Orders in Multiple Locations

In general, the company management approach applied to multiple projects being performed simultaneously is:

- Each Task Order has its own Task Order Superintendent assigned.
- Task Order Superintendents have the authority to commit the company
- All Task Order Superintendents report to the Operations Manager
- Depending on scope of work and size of contract:
 - A Project manager will be assigned to each phase of the debris removal/management operations, (i.e., Load & Haul Manager, TDSRS Manager)
 - Each Project manager will report daily to the Task Order Superintendent
 - Each crew will be under the direction of a Crew Foreman who will report to the Project manager
 - Crew foremen will be responsible for maintaining daily reports and overseeing the crew operations
- Each Project manager will:
 - Provide daily work assignments to each crew foreman
 - Perform daily reviews with the Task Order Superintendent of work performed, time schedules, performance targets and work assignments for the following day

Managing Multiple Subcontractors on Multiple Task Orders

If awarded multiple task orders in different geographical areas, TFR will assign a separate Project Manager for each region to oversee TFR operations and subcontractors. Subcontracting agreements will be often executed in the field and copies of all agreements



along with necessary, tax, insurance and license information will be available for review and approval by client Representatives. As in all projects, it remains absolute condition precedence; all subcontractors will be under the direction of a TFR Supervisor.

Each superintendent will establish a field office located within the area of the assigned Task Order. The Superintendent for each task order will have the authority to hire subcontractors and additional field personnel when necessary. All field office personnel will have electronic linkage with the capability of communicating and sending information and daily records to the home office. Daily ticket recording and recordkeeping will be conducted and maintained in the field. Should the quantity of work warrant enhanced capabilities for the region and at the discretion of the Superintendent, TFR shall dispatch additional mobile command units where necessary. Reconciled information for subcontractors and a client Representative will be sent to the home office weekly and billings and subcontractor payments as well as local employees, vendors and suppliers will be recorded posted, and checks written on National Banks from the home office. Checks for payments will be processed weekly and sent to the field office by either courier or public carrier (such as Federal Express or UPS) for disbursement.

Task Order Superintendents will appoint Load & Haul Crew Managers, Hazardous Tree Trimming and Removal Managers, TDSR Site Managers and Demolition and ROE Managers (as needed per task order).

Each Task Order Superintendent shall have the authority to commit the Corporation, and resources of TFR including signing contracts and modifications. They shall also have the authority to provide administrative and financial resources, equipment and personnel in support of the project. Their authority will include supporting and investing authority and oversight to Project Managers and Supervisors, Safety Officer, Quality Control Officer, Environmental Officer, and Health and Safety Officer.

The Task Order Superintendent is responsible for day-to-day operations, including waste stream documentation, daily reporting/progress and planning requirements, communications with client Representatives, enforcement of Scope of Work, and oversight of Load and Haul and TDSRS Managers. They report to the Operations Manager and the on-site client Representative and act as liaison between the Company personnel and the on-site client Representative.

Subcontracting agreements will be often executed in the field and copies of all agreements along with necessary, tax, insurance and license information will be available for review and approval by client Representatives. As in all projects as it remains absolute condition precedence; all subcontractors will be under the direction of a TFR Supervisor.

EXHIBIT B

Fort Bend County RFP 17-045

*Amended 2/6/2017

Type Vendor Name below:

TFR Enterprises, Inc

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	\$7.38
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	\$7.38
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	\$7.38
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	\$7.38
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	\$7.38
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	\$7.38
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	\$7.38
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	\$7.38
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	\$675.00
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	\$975.00
*11.0 Loading, hauling and dumping of uprooted stumps from trees that are 24inches or greater to 36 inches with root ball.	Each	\$775.00
12.0 Loading, hauling and dumping of uprooted stumps from trees that are 37-48 inches with root ball.	Each	\$1,075.00
13.0 Loading, hauling and dumping of uprooted stumps from trees that are 49 inches and larger with root ball.	Each	\$1,450.00
14.0 Removal of hazardous hanging limbs greater than 2 inches in diameter.	Each	\$58.00
15.0 Removal of hazardous standing trees greater than 6” up to 12” in diameter.	Each	\$82.00
16.0 Removal of hazardous standing trees 13” – 24” in diameter.	Each	\$197.00
17.0 Removal of hazardous standing trees 25” – 36” in diameter.	Each	\$900.00
18.0 Removal of hazardous standing trees 37” or larger in diameter.	Each	\$1,675.00
19.0 TDSR Site operation as described in RFP for grinding services.	CY	\$4.40
20.0 TDSR Site operation as described in RFP for air curtain incineration services	CY	\$0.50
21.0 TDSR Site operation as described in RFP for C&D and mixed debris services	CY	\$0.10
*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	\$0.10
	Unit	Unit Price
23.0 Household Hazardous Waste	Pounds	\$2.00

24.0 White Goods	Each	\$100.00
25.0 Freon Removal	Each	\$75.00

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:

TFE Enterprises, Inc

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	\$70.00	\$30.00	\$100.00
Air Curtain Refractory Incinerator	\$70.00	\$30.00	\$100.00
Bobcat Loader	\$60.00	\$25.00	\$85.00
Bucket Truck w/Operator	\$60.00	\$30.00	\$90.00
Chipper/Mulcher (8" throat)	\$40.00	\$25.00	\$65.00
Chipper/Mulcher (12" throat)	\$50.00	\$25.00	\$75.00
Crash Truck w/Impact Attenuator	\$40.00	\$10.00	\$50.00
Crew Foreman w/Cell Phone and Pickup	\$20.00	\$40.00	\$60.00
Dozer, Tracked, D5 or similar	\$100.00	\$35.00	\$135.00
Dozer, Tracked, D6 or similar	\$120.00	\$35.00	\$155.00
Dozer, Tracked, D7 or similar	\$150.00	\$35.00	\$185.00
Dozer, Tracked, D8 or similar	\$180.00	\$35.00	\$215.00
Dump Truck, 18 CY-20 CY	\$40.00	\$25.00	\$65.00
Dump Truck, 21 CY-30 CY	\$50.00	\$25.00	\$75.00
Generator and Lighting	\$100.00	\$0.00	\$100.00
Grader w/12' Blade	\$90.00	\$30.00	\$120.00
Hydraulic Excavator, 1.5 CY	\$100.00	\$35.00	\$135.00
Hydraulic Excavator, 2.5 CY	\$120.00	\$35.00	\$155.00
Knuckleboom Loader	\$325.00	\$50.00	\$375.00
Laborer w/Chain Saw	\$1.00	\$35.00	\$36.00
Laborer w/small tools, traffic control, flag person	\$1.00	\$25.00	\$26.00
Lowboy Trailer w/Tractor	\$80.00	\$30.00	\$110.00
Log Skidder	\$80.00	\$35.00	\$115.00
Mobile Crane (Adequate for hanging limbs/leaning trees)	\$100.00	\$35.00	\$135.00

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:
2017-188170

Date Filed:
04/05/2017

Date Acknowledged:

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

TFR Enterprises, Inc
Leander, TX 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.

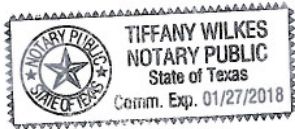
RFP 17-045
Contingency Debris Removal

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Rowland,	Leander, TX 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.



[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Tipton F. Rowland, this the 5th day of April, 2017, to certify which, witness my hand and seal of office.

[Signature] Tipton F. Rowland CEO
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath