

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR CONTINGENCY DEBRIS REMOVAL
PURSUANT TO RFP 19-040 – PRIMARY**

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

WITNESSETH

WHEREAS, County desires that Contractor provide contingency debris clearing, removal and disposal services and operation of temporary debris staging and reduction sites pursuant to RFP 19-040; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services in accordance with the advertised specifications of RFP 19-040.

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. The maximum rates for the performance of services are identified in Exhibit B to this Agreement. In no case shall the amounts paid by County under this Agreement exceed the maximum rates without an agreement executed by the parties.
- B. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by the Fort Bend County Emergency Management Director, which is the County Judge.
- C. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.
- D. Invoices presented to the County will be less a 10% retainage. Payment retainage will not be released until all debris sites have been closed and remediated and proof that all subcontractors have been paid in full.
- E. Payment:
 - 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.
 - 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.
 - 3. Contractor to submit invoices regularly and for no more than 30-day periods.

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. 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.
- C. 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.
- D. 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.

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, 2022. The Agreement is renewable annually for two (2) years (through 30 November 2025) if mutually agreeable under the same terms, conditions and recertification of Contractor's capabilities.
- B. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.
- C. Termination for Default
 - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 - 2. If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7(B) above.
- D. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

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

Section 8. Ownership and Reuse of Documents

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

Section 9. Inspection of Books and Records

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

Section 10. Insurance

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

- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Section 11. Performance and Payment Bond

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

Section 12. Indemnity

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

- A. Contractor shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Contractor in the defense of each matter.
- B. Contractor's duty to defend, indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Agreement unless

otherwise agreed by County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

- C. In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall nevertheless fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.
- D. Contractor's indemnification shall cover, and Contractor agrees to indemnify County, in the event County is found to have been negligent for having selected Contractor to perform the work described in this request.
- E. The provision by Contractor of insurance shall not limit the liability of Contractor under an agreement.
- F. Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to County.
- G. Loss Deduction Clause - County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or trade contractor providing such insurance.

Section 13. Confidential and Proprietary Information

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

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

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

Section 14. Independent Contractor

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers

performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

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

Section 15. Notices

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

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

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

Contractor: AshBritt, Inc.
ATTN: Rob Ray, Senior Vice President
565 E. Hillsboro Boulevard
Deerfield Beach, Florida 33441

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

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

Section 16. Compliance with Laws

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

Section 17. Performance Warranty

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

Section 18. Assignment and Delegation

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

Section 19. Applicable Law

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

Section 20. Successors and Assigns

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

Section 21. Third Party Beneficiaries

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

Section 22. Severability

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

Section 23. Publicity

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

Section 24. Federal Clauses

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

- A. Americans with Disabilities Act (ADA) – Contractor shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.
- B. Drug-Free Workplace – Contractor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.
- C. 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.
- D. Equal Employment Opportunity –This requirement applies to all contracts involving a “federally assisted construction contract”. “Construction work” is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. Contractors must adhere to any Federal implementing regulations and other requirements that the Department and the FEMA have with respect to nondiscrimination
1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- E. Davis Bacon Act and Copeland Anti-Kickback Act - For all prime construction, alteration or repair contracts in excess of \$2,000 funded with awards from a federal agency, the Contractor shall comply with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148) and as supplemented by Department of Labor regulations (29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors' must be required to pay wages not less than once a week.

In addition, Contractor must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by its implementing regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States) Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. County shall report all suspected or reported violations to the federal award agency. The

Contractor also agrees to include these requirements in each subcontract or third-party contract at any tier.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

F. Contract Work Hours and Safety Standards Act –

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

G. Clean Air Act and the Federal Water Pollution Control Act –

1. Clean Air Act – The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County, will in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 2. Federal Water Pollution Control Act – The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- H. Energy Policy and Conservation Act – Contractor agrees to comply with the Energy Policy and Conservation Act (42 U.S.C. Section 6201).
- I. Debarment and Suspension –
1. The Contractor certifies that they are in compliance with the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180 which states that a contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).
 2. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 3. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- J. Byrd Anti-Lobbying Amendment – 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.

- K. Political Activities – Contractors are prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

- L. Procurement of Recovered Materials – Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). (1) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

- M. Access to Records
 - 1. The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
 - 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - 3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

- N. DHS Seal, Logo, and Flags – The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

- O. Compliance with Federal Law, Regulations, and Executive Orders – The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- P. No Obligation by Federal Government – The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the contract.
- Q. Program Fraud and False or Fraudulent Statements or Related Acts – The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.
- R. Civil Rights and Non-Discrimination – During the performance of this contract, the Contractor agrees as follows:
1. Nondiscrimination on the Basis of Race, Color, and National Origin – Contractor will comply with state and federal anti-discrimination laws including Title VI of The Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), FEMA's implementing regulations at 44 C.F.R. Part 7 (Nondiscrimination in Federally Assisted Programs), and the Department's implementing regulations at 6 C.F.R. Part 21 (Nondiscrimination on the Basis of Race, Color, or National Origin in Programs or Activities Receiving Federal Financial Assistance) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 2. Nondiscrimination on the Basis of Sex – Contractor will comply with Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.), FEMA's implementing regulations at 44 C.F.R. Part 19 (Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and the Department's implementing regulations at 6 C.F.R. Part 15 (Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.
 3. Nondiscrimination on the Basis of Disability – Contractor will comply with The Americans with Disability Act of 1990 (codified as amended at 42 U.S.C. §§ 12101-12213) prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Contractors must comply with the responsibilities under Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.
 4. Nondiscrimination on the Basis of Handicap – Contractor will comply with Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) and FEMA's

implementing regulations at 44 C.F.R. Part 16 (Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency) provide that no otherwise qualified handicapped individual in the United States will, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance.

5. Nondiscrimination on the Basis of Age – Contractor will comply with the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.), and Department of Health and Human Services implementing regulations at 45 C.F.R. Part 90 (Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination against individuals on the basis of age in any program or activity receiving Federal financial assistance.
 6. Nondiscrimination on the Basis of Limited English Proficiency – Contractor will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin which requires that recipients and subrecipients of FEMA assistance take reasonable steps to provide meaningful access to persons with limited English proficiency. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Contractor shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Contractor shall adhere to any Federal implementing regulations and other requirements that the Department and the FEMA have with respect to nondiscrimination.
- S. Contracting with Small, Minority Firms, Women’s Business Enterprises and Labor Surplus Area Firms – Contractor will take all necessary, affirmative steps to assure that qualified small and minority businesses, women’s business enterprises, and labor area surplus firms are used when possible by:
1. Placing small and minority businesses and women’s business enterprises on solicitation lists;
 2. Assuring that it solicits small and minority businesses and women’s business enterprises whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises;
 5. Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

6. Contractor must require subcontractors to take the five affirmative steps described in 1-5 above.

T. Environmental and Historic Preservation Protections

1. Case by case basis. FEMA will identify various environmental and historic preservation mitigation measures with which a Non-Federal Entity (NFE) must comply when performing the scope of work under a FEMA award. FEMA expects the NFE to include adequate third party provisions to facilitate compliance with such measures that the NFE has agreed to implement as a term and condition of the FEMA award.
2. Contractor shall abide by all environmental and historic preservation mitigation measures identified by FEMA when performing the scope of work including: a. National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1969) (codified as amended at 42 U.S.C. §§ 4321-4347); the National Historic Preservation Act, Endangered Species Act Endangered Species Act of 1973, Pub. L. No. 93-205 (1973) (codified as amended at 16 U.S.C. §§ 1531-1544);, Clean Water Act, other laws, and various executive orders.

- U. Disaster Reservists – Contractor may not in the performance of this Agreement utilize employees who are also Disaster Reservists. Disaster Reservists are personnel authorized by the special hiring authority in the Stafford Act that are not full-time employees, but rather work on an on-call, intermittent basis to perform disaster response and recovery activities.

- V. False Statements Act – Contractor agrees to comply with the False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. §§ 3729-3733.

- W. Fraud Waste and Abuse – Contractor understands that in the event County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from FEMA or the Office of the Governor, the County is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The County must also promptly refer to OOG any credible evidence that a principal, employee, agent, Contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. County must notify the local prosecutor's office of any possible criminal violations.

- X. Prompt Payment – The Contractor is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later

than 30 days after the Contractor's receipt of payment for that work from County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work is satisfactorily completed.

- Y. Retention of Records – The Contractor agrees to maintain fiscal records and supporting documentation for all expenditures related to this Agreement pursuant to 2 CFR 200.333, UGMS, and state law. Contractor must retain, and will require its subcontractors of all tiers to retain, these records and any supporting documentation for a minimum period of not less than seven (7) years after the date of termination or expiration of the Agreement or any litigation, dispute, or audit arising from the performance of the Agreement. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.

Section 25. Certain State Law Requirements for Contracts

- A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Section 26. 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 27. 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.

FORT BEND COUNTY

ASHBRITT, INC

KP George, County Judge

Dow Knight

Dow Knight, Senior Vice President

Date

5/9/2019

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:

Mark Flathouse, Emergency Manager/Fire Marshal
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

I:\Marcus\Agreements\OEM-Fire Marshal\OEM\R19-040 Contingency Debris Removal\Agreement - Contingency Debris Removal AshBritt.docx.5/3/2019

Exhibit A: Scope of Service
Exhibit B: Pricing

EXHIBIT A

SERVICES TO BE PROVIDED PURSUANT TO RFP 19-040

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 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.
- 1.4 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

- 1.5 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.
- 1.6 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 is 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.

3.2 Planning Standard for Debris Removal and Disposal

3.2.1 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.

3.2.2 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.

3.2.3 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.

3.2.4 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.

3.3 Debris Management

3.3.1 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.

3.3.2 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.

3.3.3 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.

3.3.4 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.

- 3.3.5 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.
- 3.3.6 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.
- 3.3.7 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.
- 3.3.8 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.
- 3.3.9 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.

3.3.10 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.

3.3.11 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

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

- 3.3.13 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.
- 3.4.14 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.

4.0 SCOPE OF WORK:

4.1 Overview

- 4.1.1 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.
- 4.1.2 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.
- 4.1.3 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.
- 4.1.4 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.
- 4.1.5 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.

- 4.1.6 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.
- 4.1.7 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.
- 4.1.8 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.
- 4.1.9 The contractor shall ensure that wherever non-English speaking crews are utilized, at least one crew supervisor must be fluent in English.

4.2 Part 1 – Debris Removal and Disposal Operations

- 4.2.1 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.
- 4.2.2 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.
- 4.2.3 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.

4.2.4 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.

4.2.5 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.

4.2.6 **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.

4.3 TDSR Sites

4.3.1 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.

4.3.2 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.

4.4 Equipment

4.4.1 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.

4.4.2 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.

- 4.4.3 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.
- 4.4.4 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.
- 4.4.5 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.

4.5 Securing Debris

- 4.5.1 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.

- 4.5.2 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.

4.6 Equipment Signage

- 4.6.1 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.

4.7 Other Considerations

- 4.7.1 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.

- 4.7.2 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.
- 4.7.3 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.
- 4.7.4 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.
- 4.7.5 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.

4.8 Part 2 – Temporary Debris Staging and Reduction Site Operations

- 4.8.1 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.
- 4.8.2 The scope of work for TDSR Site Operations consists of two elements. The first element includes site setup/preparation and site closeout/restoration to include clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, limerock or crushed concrete access roads, sodding or reseeding, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition. The second element is site operations and material processing.

- 4.8.3 Additional guidance on the procedures for TDSR site setup, operation and close out are provided in Exhibit G.
- 4.8.4 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.
- 4.8.5 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.
- 4.8.6 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.
- 4.8.7 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.
- 4.8.8 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.
- 4.8.9 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.
- 4.8.10 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.
- 4.8.11 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.
- 4.8.12 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

- 4.8.13 Failure to provide audit quality information will subject contractor to non-payment in each instance at the sole discretion of the Debris Manager.
- 4.8.14 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.
- 4.8.15 The contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.
- 4.8.16 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).
- 4.8.17 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.
- 4.8.18 The contractor shall be responsible for installing site security measures and maintaining security for operations at the site.
- 4.8.19 The contractor shall manage the site to minimize the risk of fire.
- 4.8.20 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.

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

4.9.1 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.

4.9.2 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.

5.0 MISCELLANEOUS REQUIREMENTS:

5.1 TDSR Site Foreman

5.1.1 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.

5.1.2 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.

5.2 TDSR Site Night Foreman

5.2.1 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.

5.2.2 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.

5.3 TDSR Site Management Plan

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

5.3.2 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.

5.4 Inspection Tower

5.4.1 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.

5.4.2 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.

5.5 Household Hazardous Waste Containment Area

5.5.1 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.

5.6 Private Property Access

5.6.1 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.

5.7 Recycling Program

5.7.1 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.

5.7.2 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:

5.7.2.1 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.

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

5.8 Debris Collection Efficiency/Cleanliness

5.8.1 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.

5.9 Damages to Public or Private Property

5.9.1 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.

5.10 Debris Removal from Drainage Systems

5.10.1 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.

5.11 Tree and Limb Removal with Specialized Equipment

5.11.1 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.

5.12 Removal of Hazardous Stumps

5.12.1 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.

6.0 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.

7.0 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.

8.0 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.

9.0 ADDITIONAL CONSIDERATIONS:

- 9.1 The Debris Manager shall have the right to terminate this contract or a part thereof before the work is completed in the event:
- 9.1.1 Previous unknown circumstances arise making it desirable in the public interest to void the contract.
 - 9.1.2 The contractor is not adequately complying with the specifications.
 - 9.1.3 Proper techniques are not being followed after warning notification by the Debris Management Center.
 - 9.1.4 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.
 - 9.4.5 The contractor, in the judgment of the Debris Management Center, is unnecessarily or willfully delaying the performance and completion of the work.
 - 9.4.6 The contractor refuses to proceed with work when and as directed by the Debris Management Center.
 - 9.4.7 The contractor abandons the work.
 - 9.4.8 The contractor employs subcontractors who are on the Federal debarred listing.

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.



February 13, 2019

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

RE: RFP #19-040 for Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites

Dear Ms. Kaminski,

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

▲ *Experience*

AshBritt has managed and performed more than 400 disaster recovery projects and 31 special environmental projects across the United States, including 40 projects in the state of Texas, since our inception. AshBritt was ranked first position in the previous RFP for this scope of work. **Given that AshBritt has removed 499,000 cubic yards of debris for the County in response to Hurricane Harvey, we have an unmatched knowledge and ability to continue to serve Fort Bend County for debris clearing work.** We have been directly involved in the disaster recovery efforts of over 60 federally declared disasters in 20 states. AshBritt is one of only two firms to be a part of the National Response Framework since 1998 as a debris contractor for the United States Army Corps of Engineers (USACE). Today we hold the USACE pre-positioned debris removal primary contract for the South Atlantic Division (SAD) and for the South Pacific Division (SPD).

▲ *Recent Experience*

Hurricane Michael (2018): AshBritt is conducting 11 disaster debris removal projects throughout the panhandle of Florida. To date, AshBritt has removed over 8,500,000 cubic yards of disaster generated debris from various jurisdictions in the panhandle. We have removed 125,000 hazardous hanging limbs, over 64,000 hazardous hanging trees. AshBritt also is managing 16 temporary debris storage and reduction sites for our operations in the panhandle.

California Fires: AshBritt completed a project tasked by the USACE to conduct a Private Property Debris Removal (PPDR) operation for fire damaged homes and structures in Sonoma, Napa, Mendocino, and Lake Counties, California. This work includes removing contaminated soil, ash, metal, concrete, and other related debris streams on 1,900 properties. AshBritt removed 770,000 tons of fire debris within the four counties. We also performed air monitoring and implementing erosion control methods throughout the entire project. For this operation, we certified over 1,700 hauling units and are utilizing hundreds of pieces of loading equipment. At our peak, AshBritt had 115 debris removal crews working and moved 25,000 tons of fire debris in one day.

Hurricane Irma: AshBritt recently completed 67 separate disaster debris removal and recovery missions throughout the states of Florida, Georgia, and South Carolina in response to Hurricane Irma. AshBritt removed 10,700,000 cubic yards of debris for these missions. AshBritt was the debris removal contractor for all of Collier County, Florida. This was the largest debris removal project conducted in response to Hurricane Irma. In addition to removing over 3,600,000 cubic yards of debris, AshBritt removed HHW, white goods, marine debris, hazardous trees, and provided debris management site services, emergency push, vac trucks, meals ready to eat, and port-o-lets.

AshBritt was also the debris removal contractor for Monroe County, Florida. This project was the most difficult debris removal mission in response to Hurricane Irma due to numerous logistical factors requiring specialized equipment to work in and throughout the Florida Keys. AshBritt removed 400,000 cubic yards of debris for this mission in addition to supplying two base camps capable of housing 1,100 people. AshBritt also conducted



emergency road clearance operations for the USACE following Hurricane Irma’s landfall in Florida. AshBritt mobilized crews both locally from within the State of Florida as well as crews from as far away as Jackson, Mississippi to ensure resources were provided to complete this mission.

Hurricane Harvey: AshBritt recently completed 13 separate disaster debris removal missions throughout the state of Texas in response to Hurricane Harvey. AshBritt collected, managed, reduced, and disposed of 1,700,000 cubic yards of debris. **In Fort Bend County, Texas, AshBritt removed 499,000 cubic yards of debris in addition to conducting management/reduction, haul out services, and sand removal and hauling.** AshBritt also provided numerous ancillary services throughout Texas including meals ready to eat, shower and bathroom trailers, generator services, and a road clearance mission that required us to remove thousands of cubic yards of corn that had washed into the main roadways due to flooding.

▲ **Financial Strength**

AshBritt’s current bonding capacity is \$650,000,000. AshBritt underwrote \$100,000,000 during our operation for the United States Army Corps of Engineers (USACE) Hurricane Katrina mission and currently has \$50,000,000 of company working capital.

▲ **Commitment to Safety**

AshBritt maintains an excellent safety record. **AshBritt’s Experience Modification Rating is .76.**

▲ **Industry Expert**

AshBritt collected and removed 8,000,000 cubic yards of debris during the first 90 days of our 2017 Hurricane Irma mission and 9,000,000 cubic yards of debris during the first 60 days of our Hurricane Katrina United States Army Corps of Engineers (USACE) mission. AshBritt works year-round with the federal and state agencies governing disaster recovery, specifically FEMA. We understand the importance to a client of maximizing federal reimbursement and we have proven experience completing missions within the intervals established by the Sandy Recovery Improvement Act.

▲ **Local Partners**

Working with local and regional partners, and with small and minority owned businesses, is a core corporate value. **AshBritt has partnered with a local company, Waste Corporation of America (WCA).** We look forward to identifying additional local and regional subcontracting partners.

Primary Contact for RFP:

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Mobile: (954) 818-4416
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AshBritt explicitly accepts all conditions and requirements contained in this RFP. We appreciate your time and consideration, and we look forward to continuing our relationship as your disaster recovery partner.

Sincerely,

Dow Knight
Sr. Vice President

TAB 3. Company Management Plan

■ *Ability to Manage Multiple TDSRS*

AshBritt has experience in successfully completing multiple mission activations throughout the U.S. across multiple states since our inception. Below is a clear representation of our proven capability and experience.

- 9 Jurisdictions in response to Hurricane Michael in 2018 (8,500,000 cubic yards to date) – 16 TDSRS
- 4 Jurisdictions in response to USACE Tubbs, Nuns, Pocket, Atlas, Redwood Valley, and Sulphur Fire in 2017 (1,250,000 cubic yards/770,000 Tons)
- 70 Jurisdictions in response to Hurricane Irma in 2017 (10,700,000 cubic yards) – 100 TDSRS
- 14 Jurisdictions in response to Hurricane Harvey in 2017 (1,700,000 cubic yards) – 30 TDSRS
- 24 Jurisdictions in response to Hurricane Matthew in 2016 (5,700,000 cubic yards) – 40 TDSRS
- 60 Jurisdictions in response to Hurricane Sandy in 2012 (3,500,000 cubic yards) – 40 TDSRS
- 32 Jurisdictions in response to the MA Severe Storm and Snow Storm in 2011 (1,700,000 cubic yards)- 30 TDSRS
- 17 Jurisdictions in response to CT Severe Storm and Snow Storm in 2011 (1,800,000 cubic yards) – 17 TDSRS
- 24 Jurisdictions in response to Hurricane Wilma in 2005 – (4,800,000 cubic yards) – 30 TDSRS
- 27 Jurisdictions in response to Hurricane Katrina in 2005 – 2006 (21,500,000 cubic yards) – 52 TDSRS
- 8 Jurisdictions in response to Hurricane Charley, Frances, Jeanne – 2004 (4,800,000 cubic yards) – 13 TDSRS

AshBritt’s capacity to manage multiple contractual obligations in the event of a regional or statewide disaster for debris removal, management, and disposal services is evidenced above. Through our strict reporting and documentation guidelines and experience of conducting regional and statewide operations, AshBritt has gained the necessary capabilities and experience to handle multiple activations.

• *Methodology for Managing TDSR*

Temporary Debris Storage and Reduction Site (TDSRS) will be fully manned with supervisory, monitoring and safety personnel, traffic control, security personnel, and all operators and spotters. After the TDSRS baseline study is initiated and site plans are completed, the ROW mission can be fully accelerated. AshBritt will provide as many Monitoring Towers as designated by the County at each debris site. The collection of debris from the ROW and other public property is organized by conducting multiple scheduled collection and removal passes. Passes are conducted in each established zone and area simultaneously. For the most part, this allows for an efficient and consistent recovery. Organized multiple passes give residents and others affected ample time to remove debris from their private property to the ROW. Areas with the greatest damage and corresponding debris are assigned the greatest number of equipment resources (as the area allows).

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

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



Debris management areas are established for ash, HHW, e-waste, white goods, fuels, and other materials that may contaminate soils and groundwater. Plastic liners are placed under stationary equipment such as generators and mobile lighting plants. These actions are included as a requirement in the contract scope of work. If the site is also an equipment storage area, fueling, and equipment repair area, these areas need to be monitored to prevent spills and contain the appropriate spill kits to mitigate spills of petroleum products and hydraulic fluids. Care is taken to avoid operations that significantly modify the landscape, such as soil compaction and over excavation of soils when loading debris for final disposal, as they will adversely affect landscape restoration.

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

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

AshBritt staffs each site with management personnel that are responsible for day and night shifts and overall management of the TDSRS operations. In large sites with unimproved roads, motor graders are utilized to maintain the roadways. Water trucks are deployed to control dust emissions. The County representatives and FEMA personnel may inspect the TDSRS at any time, day or night, provided they comply with site safety requirements.

Each TDSRS will have a day foreman who will be responsible for all operations of the site to include traffic control, dumping operations, separation of debris into burnable, mixed, and metals materials, burning and chipping, and safety. The TDSRS day foreman monitor and document equipment and labor time and provide the daily operations report to the County, including the cubic yards reduced per day and the cubic yards removed from the site. Where applicable, each TDSRS will have a night foreman responsible for managing all night operations. AshBritt will construct all necessary and appropriate sites, managing the operation of the sites, performing debris reduction by burning, air curtain incineration and/or reduction by mechanical means using chippers, grinders, shredders as specified in the task order, separation of debris, and final disposal. We will perform environmental baseline testing. Debris trucks entering the TDSRS must stop at the vehicle inspection tower where the debris load is quantified and recorded by a County inspector or Monitoring Firm representative. Upon leaving the vehicle inspection tower, the truck is directed by traffic control personnel to the appropriate offload area based on debris classification. Once offloaded the truck exits the site passing the vehicle inspection tower, where it is verified empty.

○ *Site Identification and Setup*

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

Upon TDSRS selection, AshBritt and the County representative will:

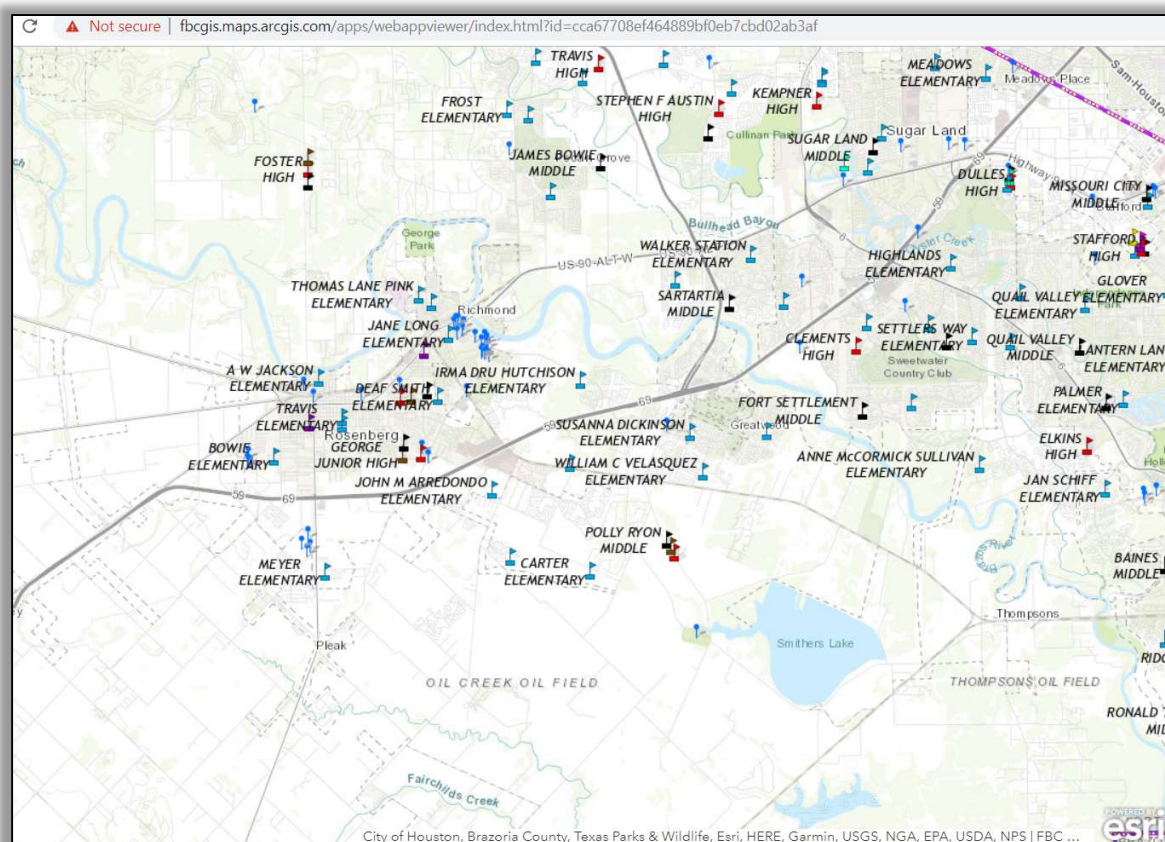
- Catalog any known hazardous material or conditions existing on-site
- Identify ingress and egress routes
- Define site preparation requirements
- Establishment or modification of road system
- Determine traffic flow, control, and safety
- Identify the location of debris separation activities and separation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

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

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

- **Fort Bend County ArcGIS**

AshBritt was able to utilize Fort Bend County's ArcGIS interactive map to identify critical facilities such as schools, police and fire stations, and other facilities that may be deemed a priority area to clear debris from in order to better prepare and plan a response to a debris generating event.



○ *Permits*

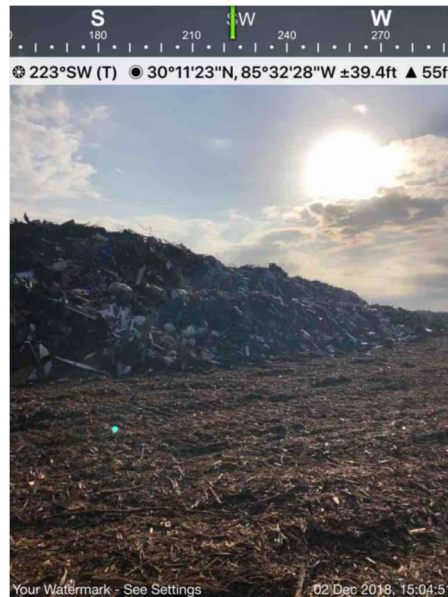
AshBritt will acquire all permits necessary to complete the recovery in the County in full compliance with all local, state and federal guidelines. We will be responsible for determining what permits are necessary to perform specific work under the contract. Permits that may be expected include:

- Temporary land-use permits
- Land-use variances
- Grading permits
- Building permits (for temporary structures)
- Electrical permits
- Waste processing permits
- Recycling operations permits
- Water and air quality permits.
- Fire department permits (hydrant use)
- Traffic permits
- Hazardous waste permits
- Coastal commission land-use permits
- TDEQ Pre-Authorizations for TDSRS
- National Environmental Policy Act (NEPA) compliance permits
- EPA, USACE, UFWS and NMFS permissions

Waivers may be granted by governing bodies for certain permits and regulations directly related to recovery operations. The AshBritt team will coordinate with the County and state representatives to identify any official waivers that may affect the recovery. AshBritt often employs the services of environmental consulting firms with extensive experience in preparing and obtaining regulatory permits in the state of Texas. We have teaming partners on standby for this critical task. These firms are experts in the interpretation of federal Clean Water Act Sections 401 and 404 regulations, National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Department of Fish and Game Code, and all state and local statutes and regulations. These firms have strong working relationships with federal and state regulatory agency staff.

Copies of all permits will be submitted to the County prior to the commencement of work under the applicable task order. AshBritt will promptly correct any citations, notices or violations, inadvertent or otherwise, regarding issues with permits or licenses when received during the performance of the contract. As operations proceed throughout the debris removal and reduction process, AshBritt's project and Site Foreman will direct additional data to be collected throughout the project for close-out and quality assurance reasons. These data can be compared to previously established baseline information to determine remediation that may be necessary.

- **Sketch Site Operation Layout.** TDSRS operations may grow, shrink, or shift on the site. It will be important to track reduction, hazardous waste collection, fuel, and equipment storage in order to sample soil and water for contaminants. AshBritt Quality Control (QC) personnel will utilize the solocator application to document the TDSRS status throughout the project (See image).
- **Document Quality Assurance Issues.** QC personnel will document operation activities that will have a bearing on site close-out. This may include items such as petroleum spills at fueling sites and hydraulic fluid spills at equipment breakdowns. In addition, installation of water wells for stockpile cooling or dust control, discovery of HHW and commercial, agricultural or industrial hazardous and toxic waste storage and disposal will be documented.
- **Plan Environmental Remediation.** The final site restoration will be conducted by AshBritt personnel and equipment. The site will be put back into the same or better condition when it was turned over to AshBritt. Final seeding/grassing is difficult to discuss prior to DMS selection, therefore it will be addressed with the job close out.



- ***Understanding and Preparing for Fort Bend County, TX***

Most importantly, AshBritt has reviewed the various emergency management plans on the County’s website to attain a better understanding of the County’s policies and procedures. In addition, AshBritt removed 499,000 cubic yards of Hurricane Harvey generated debris from Fort Bend County. AshBritt has experience working for the County and understands what it takes to successfully complete a debris mission for the County.



- ***Environmental Recycling Plan***

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



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

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

- ***Financial Capability & Ability to Pay Subcontractors***

Financial liquidity and an abundance of assets are critical to recovery success; access to immediate operational funds, and in many cases longer-term credit, is one of the most critical factors in the response and recovery efforts that allows all activities to move forward toward getting the job done.

- **Bonding: Liberty Mutual - \$650 Million**
- **\$50 Million Company Working Capital Available**
- **\$25 Million Working Capital Line of Credit**
- **Underwrote \$100 Million for USACE Katrina Mission**

AshBritt, as the following financial overview illustrates, is financially sound and has the capital strength to accommodate the increased cash flow demands throughout any disaster recovery mission. We possess the financial capacity and ability to assume extensive and substantial expenditures for prolonged periods

(historically exceeding 150 days in some instances) before receiving any funds for our response and recovery services. Following any large-scale, widespread disaster event, the County's resources, infrastructure, and processes may become overwhelmed. Reliable financial support and sound management at this time are vital to this effort.

AshBritt is a proven nationwide disaster response and recovery firm with substantial financial resources, capabilities, and experience. Our historical record and our supporting financial documentation clearly validate these strengths. In the letter from our bonding company, they state:

"It is the privilege of Liberty Mutual Insurance Company to provide surety support for AshBritt, Inc. In the past, AshBritt, Inc. has successfully completed single projects in the \$500,000,000.00 range with an overall program of \$650,000,000.00 US Dollars."

AshBritt possesses one of the most reputable records for ensuring that all of our employees, subcontractors, consultants, and independent contractors are paid expeditiously and in full.

Our billing terms are typically net 30, yet, we have and can "underwrite" funds as necessary to keep any project progressing, and on track to serve the best interest of our clients. With our own capital reserves and our significant line of credit, as well as the ability to draw on resources from some of our long standing business partners, we can maintain and finance multiple, large, and extended projects. **AshBritt's ability to pay subcontractors is unmatched by any other company in the industry.** Our ability to ramp-up and maintain a strong workforce during the Hurricane Sandy (2012) mission in New Jersey and Hurricane Katrina (2005) recovery mission in Louisiana and Mississippi is a solid testament to our financial capabilities. During these events, AshBritt was able to sustain operations that rapidly increased into the hundreds of millions of dollars without receiving any payment from our clients.

- ***Documentation Management***

Proper and efficient documentation and invoicing of recovery activities are vital to successful recovery missions and the attendant reimbursement process. This also ensures prompt payment to subcontractors. The documentation through which it is compiled and tracked is an integral and essential part of the recovery process. For instance, the debris load ticket (paper or electronically generated) may be used to record critical information about all loads of debris collected from public rights-of-way. It is then transported to designated disposal sites, or transported from the Temporary Debris Storage and Reduction Site to final disposal sites. Load tickets capture 15 key data points, amongst other critical project data.

Load tickets allow all recovery participants to document billables accurately during the project.

Load tickets are one of the many different forms of the necessary documentation to receive maximum reimbursement. Load tickets are administered and completed by a County representative or monitoring personnel to maintain the integrity of the process and follow FEMA guidance.

If manual tickets are utilized, the County may choose to use AshBritt’s comprehensive Truck Measurement Record. This critical form documents all the vital information regarding all hauling units used in the course of a debris mission. It is a primary information and tracking document that serves as the foundation for all load tracking. In addition to documenting pertinent vehicle information, it is used as a first-tier safety certification document. By requiring both an AshBritt representative signature and a County representative’s signature, the validity of all data is supported. When a truck is certified, the Truck Measurement Record number, as well as the measured load-hauling capacity is transcribed onto a vinyl placard affixed to the driver’s side of the hauling vehicle (or both sides, as applicable). Truck Measurement Records are multi-part forms that are distributed to the County and their designated monitoring contractor. The truck driver secures a copy and AshBritt collects and scans all truck records daily. The data is transcribed electronically into our Disaster Information Management System (DIMS) and compiled into electronic log books (for rapid batch downloading). The hard copies are also maintained sequentially in log books. Hard copies are also duplicated and kept in a separate log and location as a backup. Each vehicle that is certified is also recorded manually on daily master logs. Each truck record is assigned a unique identification number.

- *The Data Capture Process for Debris Operations*

As debris is loaded at ROW collection points, monitors record all necessary information onto the load tickets. The information includes the location, truck number, load-hauling capacity (to match the affixed truck placard identification number), debris type, as well as other relevant information. Load quantities will be verified and “scored” or “called” by tower monitors at TDSR or final destination sites.

Once the official call is transcribed onto the “open” load ticket, and a validation signature is executed by the tower monitoring individual, carbon copies of the ticket are distributed as follows: one copy to the truck driver, two copies to the monitoring firm, and one copy to an AshBritt representative. The monitoring firm will provide one of its copies to the County. Multiple part tickets ensure that any loss of copies of tickets can be easily validated and that backups can be supplied.

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

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

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

- *Automated Debris Management System (ADMS)*

ADMS is a technology that eliminates the need for paper-based tickets during the disaster recovery mission. The ADMS systems operate using a mobile device such as a smartphone, personal digital assistant (PDA) or other portable hardware. Field Monitors capture pertinent information with the devices including GPS location, date/time, and equipment number and store it on the mobile device. Current systems utilize bar code technology, QR code or smart

cards to collect pertinent data. Devices are capable of recording date, time, and location and some also have digital cameras for photo documentation. This functionality reduces data entry errors and allows for near real-time data review of operations. Discrepancies are significantly reduced resulting in cost savings and efficiencies. In the event an ADMS system is utilized, all data will be recorded electronically. ADMS systems improve production assessments and are a beneficial tool for developing public information messages.

AshBritt has experience working with multiple Automated Debris Management Systems including those monitoring firms like Tetra-Tech (RECOVERYTRAC), Rostan Solutions (HaulPass), and Thompson Engineering (Thompson Data Management Suite).

▪ ***Reporting, Budget Controls, and Billing Overview***

With AshBritt's extensive experience and advanced Disaster Information Management System (DIMS), we can ensure streamlined and accurate reporting and invoicing which adheres strictly to established FEMA and FHWA guidelines. We can accommodate any frequency of billing cycles that are preceded by pre-invoice data reconciliations. This encompasses both unit and hourly rate services. Our streamlined process, which has been field tested over many years, has become our standard operating procedure and is now utilized for all invoice submittals. To effectively control project costs to be within budget, AshBritt continuously monitors daily operational/financial reports generated from either DIMS or the County's monitoring firm system to ensure that we remain under the Purchase Order (PO) authorized amounts issued by Fort Bend County. Furthermore, AshBritt will take the production rates from these daily operational/financial reports and use them to forecast our final project costs to the County, allowing us to avoid any projects overruns.

As we separately track recovery service data through DIMS and other field reporting, all costs we invoice are segregated accordingly and clearly delineated on all invoices. All other pertinent information is clearly identified on invoices, and applicable backup is attached in a clear and concise fashion. This procedure increases both invoice clarity and accuracy. Our procedures significantly expedite client processing, audits and grant reimbursements.

Our processes are extremely adaptable and flexible so that we can accommodate any specific billing procedures or systems. For the County, payment for work completed will be invoiced on a 30-day period. Invoices will be based on verified quantities from the daily operational reports. Applicable backup for all invoices will be included for ease of review and to facilitate timely reimbursement. Hourly Equipment Logs and Time Sheets are used during the emergency roadway clearing phase (emergency push). These are multi-part forms that are distributed to applicable parties. In addition to completed Truck Measurement Records and Load Tickets that are scanned and stored in our database, manual truck measurements are organized in binders for backup purposes. Quality Control Representative (QCR) Deficiency Reports and other safety reports and logs are kept. All reports are collected and compiled by field supervisors and managers. They route them daily to our central processing office, where our Operations Manager reviews as necessary. Ultimately, a process is established to collect all the documentation needed to validate the location, time, type, and length of services conducted.

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

- Date of Load
- Time of Load
- Street Name and Area

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

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

■ Compliance with FEMA Rules and Regulations

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

- Review FEMA Project Worksheet (PW) for an accurate Scope of Work and unit costs.
- Create a plan to process all daily logs, tickets from the field/contractor, and perform documentation (data entry) of the recovery process.
- Perform daily, weekly ticket reconciliation, and final reconciliation of the debris removal ticket ledgers and disposal ledgers (TDSRS to final disposal), per FEMA requirements.
- Provide FEMA Category A Submittals including final inspection reports.
- Review project documentation for consistency, compliance, and completeness.
- Assist with submission of Requests for Payment, if necessary.
- Make recommendations to the County representatives for reimbursement tasks.
- Assist the County with negotiations with federal and state agencies, and verify completion of work task items for FEMA Category A-B for contract close-out.
- Provide pre-event training and recovery overview to the management staff, applicable Fort Bend County staff, and elected officials as needed.
- Brief the County Debris Manager on the recovery process, critical meetings, required procedures and the current disaster recovery environment to maximize reimbursements through federal programs.
- Recommend and assist in the organization of a community disaster recovery program and team.
- Prepare and brief the local disaster recovery team for key FEMA recovery meetings, the Applicant's Briefing and the Kick-off Meeting.
- Assist County staff with preliminary documentation for the project worksheets, a critical undertaking to ensure full reimbursement.
- Assist and support the local recovery team throughout the recovery for as long as needed.
- Provide guidance of alternate grants (NRCS, FHWA, State DOT, et al.) and/or mitigation opportunities such as the Hazard Mitigation Grant Program (HMGP) resulting from the disaster event.
- Conduct an exit interview with community managers and/or local recovery team members.
- Prepare a disaster event after action report for community management.
- Remain available for additional special assistance and guidance such as an audit.

- *Staying up to Date*

AshBritt is always staying abreast of the most up to date FEMA and State of Texas guidance. On 04/2017, FEMA published the 2.0 version of the FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG), which is a comprehensive, consolidated program and policy document for Public Assistance program grants. The PAPPG will supersede all previous policies and publications for disasters declared on or after January 1, 2016. AshBritt has thoroughly reviewed this document and all the changes it has on previous FEMA 9500 policies, guidebooks, and regulations. In addition, AshBritt attended the FEMA class: “Procurements Under FEMA Awards”. This new guidance *Checklist for Reviewing Procurements by Federal Grant Grantees and Subgrantees* published by FEMA (09/15), and the applicable *Field Manual – Public Assistance Grantee and Subgrantee Procurement Requirements Under 44 C.F.R. PT.13 & 2 C.F.R. PT.215*, which updates some of the regulations and standards our industry has abided by for many years. AshBritt has read and fully understands the guidelines; their importance cannot be overstated:

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

- *Experience Administering Federal Programs*

Jim. Loomis – Mr. Loomis has relevant disaster management capabilities developed during his 12-year career at the State of Florida Department of Community Affairs within the Florida Division of Emergency Management (FDEM)/*State Emergency Response Team (SERT)*. Mr. Loomis worked extensively on all types of federal assistance projects and handled many programs. He has supervisory and hands-on experience with more than one hundred federal disaster declarations in the areas of government-to-government assistance for wildfire management and infrastructure support; government-to-individual assistance to meet uninsured family needs, and government-to-business assistance for uninsured business recovery needs.

Mr. Loomis was the primary liaison and coordinator for the emergency management community in the public-private partnership that became the Partners in Recovery Program with the Florida Insurance Industry. This partnership between the Florida Insurance Council, the Insurance Department, and Emergency Management is a national model for coordination of disaster recovery activities. The system of sharing information amongst recovery partners has benefited citizens by expediting assistance from all sources during difficult circumstances.

While with SERT, Mr. Loomis worked in the hurricane shelter survey program, in the Community Right to Know program, in the Emergency Management GIS Unit and then served as the ***Bureau Chief/Administrator of the Disaster Recovery Programs***. In this capacity, he was responsible for planning, coordination, oversight, and development of emergency recovery activities and worked with stakeholders for four years on the legislation that became the Disaster Mitigation Act of 2000.

Barry Scanlon - Barry W. Scanlon is co-founder at DCMC Partners, a strategic management consulting firm that provides consulting and partnership development services to the private sector, governments, and non-profit clients. Prior to DCMC, Mr. Scanlon was co-founder and partner at Witt O’Brien’s, where he served as Senior Vice President of Business Development and Government Relations. He held a critical role in numerous avenues related to their disaster consulting. Mr. Scanlon had an intricate role with disaster consulting and monitoring contracts with the State of Louisiana in the aftermath Hurricane Katrina, the New York/New Jersey Port Authority after 9/11, the City of Joplin following the devastating 2011 tornado, and the State of Indiana after the 2011 State Fair stage collapse.

Prior to his role of Sr. VP at Witt O’Brien’s, Scanlon led the government relations consulting practice as President of Witt Associates. His experience building an industry-leading crisis management company has given him personal understanding of how to manage and assist jurisdictions with the technical assistance guidance needed after major disasters. Prior to his leadership at Witt Associates, ***Mr. Scanlon was appointed as Director of Corporate Affairs for the Federal Emergency Management Agency*** by President William J. Clinton. At FEMA, he created, developed,

and implemented Project Impact, a \$100 million joint public-private sector initiative focused on building resilient communities.

Mark Merritt - Mark C. Merritt is co-founder at DCMC Partners, a strategic management consulting firm that provides consulting and partnership development services to the private sector, governments, and non-profit clients. Prior to DCMC, Mark C. Merritt was co-founder and partner at Witt O'Brien's, where he served as Senior Vice President of the firm's Recovery Division. Mr. Merritt and his team of technical experts managed large-scale disaster debris cleanup operations; worked with clients to navigate the challenging regulatory areas of insurance and government reimbursement; and supported clients in evaluating, financing, and executing opportunities to rebuild after disasters. He co-founded Witt Associates in 2001 and his team managed and implemented more than \$20 billion in federal reimbursement, including \$17 billion in FEMA Public Assistance and \$3.5 billion in FEMA Hazard Mitigation Grant Program funding.

Merritt and his team have worked every major disaster in the U.S. and its territories over the past 13 years. Merritt managed large-scale disaster recovery efforts for the State of Louisiana (after Hurricane Katrina and subsequent storms) and for the State of New Jersey (following Superstorm Sandy). Other clients have included the states of Indiana and Iowa (after the devastating 2008 floods), the State of Florida (following the 2004 hurricanes), and the University of Texas System (in the aftermath of hurricanes). Mr. Merritt graduated from West Point Military Academy. He served six years of active duty in positions ranging from an intelligence officer to an executive officer and aid to three different Army Generals. Following his military service, Merritt started at FEMA as a Program Assistant to the Director in the agency's recovery division. There he learned the intricacies of recovery programs and served as recovery representative to the White House. ***He was promoted to FEMA Deputy Chief of Staff*** and spearheaded the agency's first-ever team to review, reconcile, and close-out past disaster recovery programs. In its first year the team returned more than \$2 billion in federal assistance to the U.S. Treasury.

Christopher Holsinger – During Mr. Holsinger's time at FDEM/SERT, he acquired an abundance of knowledge related to Hazard Mitigation and Debris Management. Mr. Holsinger was a Hazard Mitigation Grant Program (HMGP) Intern and then worked full time as the Debris Specialist in the Recovery Bureau of the Florida Division of Emergency Management.

He developed a working knowledge of and referenced FEMA P-325 Debris Management Guide daily to assist Florida subgrantees with related technical assistance. He taught the FEMA G202 Debris Management Training Course throughout the state of Florida during his tenure. Mr. Holsinger regularly reviewed Debris Management Plans to comply with the Sandy Recovery Improvement Act Debris Management Plan Pilot Program. He acted as the state contact for review and submission of plans to FEMA for the additional 2% cost share for FEMA accepted plans. Mr. Holsinger was able to vet and receive 24 FEMA accepted plans for Florida jurisdictions. He also reviewed Comprehensive Emergency Management Plans (CEMP) for the subgrantees to check for Debris Management compliance during Florida's 5-year recertification for various jurisdictions.

Mr. Holsinger was also tasked to assume the role of Public Assistance Coordinator for the FEMA Fire Management Assistance Grant Program (FMAG) in 2013. At that time, Mr. Holsinger processed Project Worksheets and documentation through www.FloridaPA.org for 12 subgrantees in Florida. During this time, he co-authored the Debris Management Field Guide, which was published for a quick reference guide after a disaster. The primary focus of this guide was to identify eligible work and proper procedures for documenting, collecting, and disposing of different types of debris per FEMA and other guidance.

- ***FEMA Organization***

To fully understand how the Public Assistance Program works, it is important first to understand the organizational structure as it relates to FEMA. Following a disaster declaration by the President of the United States, FEMA will enter into a contract with the state (or Non-Federal Entity) that will define the responsibilities and accountabilities of the federal and state governments. Once the state has requested federal assistance for the recovery through the application by the Governor, becomes the "Applicant." Local jurisdictions (or Non-Federal Entities) seeking federal assistance through the state are "Sub-applicants" with no direct contractual relationship to FEMA. The best situation

for the County is to have a strong State Emergency Management Department that is willing and able to support their constituent communities when the inevitable conflicts arise during the recovery mission. Without consistent and firm support from the state; disputes related to eligibility, contract implementation, and reimbursement will invariably be determined solely by FEMA in favor of their position regardless of the impact to the local community(s). Fortunately, AshBritt and our employees have assisted multiple clients with the formulation of appeals for current clients and during our employees tenure at previous emergency management agencies.

- ***The Process for Payment***

The Project Worksheet (PW) is the FEMA document used to request funding for specific recovery projects. A properly formatted PW will fully detail the necessity of a project, the scope of the project and will accurately forecast the costs associated with the project. Small projects are written by local governments and large projects are written by FEMA. Debris removal projects, which make up most all Public Assistance grants, are almost exclusively large projects. The FEMA PA Project Specialist (formerly known as the Project Officer) assigned to the local government will begin the process of gathering data and writing the debris removal PW within days or weeks after the event. Several sets of critical data are necessary to complete the PW.

- Accurate estimates of the total amount of debris to be collected.
- Accurate estimates of the total cost of the debris removal project.
- Accurate database tracking of work completed to date.
- Invoices submitted by and payments to the contractor.

Upon completion of the PW, it is sent to the Disaster Field Office (DFO) and reviewed by the PA Group Supervisor (formerly known as the Public Assistance Officer) and staff. If approved, the PW is then sent to the Federal Coordinating Officer (FCO) for additional review and endorsement. Approved PW claims exceeding \$1,000,000 in value may also be sent to FEMA Headquarters for its consideration and approval. At any time in this process, the PW may be returned to the original FEMA PA Group Specialist for additional information or may be returned to the local government as a denied PW. A denied PW can be appealed to the FCO and then to FEMA Headquarters. Strong state support of the local government request is necessary for a successful appeal.

Once approved, the PW is scheduled for payment by FEMA to the state, and by the state to the local government. If the process works as designed the first PW should be completed in 3 to 4 weeks; the FEMA and state processing 3 to 4 weeks; payment transfers, federal to state and state to local, 2 to 3 weeks. Additional PW or supplements to the original PW should take about half the time as the original. Most of these processes take longer due to unforeseen delays.

- ***What can delay payment?***

- Lack of documentation or low-quality contractor invoice support
- Poorly estimated debris quantities or project costs
- Inadequate monitoring by the local government
- An extreme number of local claims
- Lack of immediate FEMA funds
- FEMA cost containment initiatives

- ***FEMA Public Assistance Program: An Overview***

- The PA Program assists in the restoration of community infrastructure
- Supplemental cost reimbursement program
- Specific eligibility requirements
- FEMA share of eligible costs awarded to State for disbursement to subgrantee
- Emergency and permanent work for small, large and approved alternate projects are available
- Special considerations for Hazard Mitigation, Environmental Requirements, Historic Preservation & Cultural Resources, Special Flood Hazard Areas and Insurance Requirements.

- Key support: Public Assistance Coordinator (PAC)
- Urgent Resources: Immediate Needs Funding

- ***Sandy Recovery Improvement Act***

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

AshBritt has experience with these alternative procedures established by the Sandy Recovery Improvement Act (SRIA). Multiple AshBritt clients utilized this program in response to the 2016 Hurricane Matthew and in Georgia and South Carolina for the 2014 Winter Storm Pax event.

- ***Maximizing Reimbursements under the SRIA***

As previously mentioned, AshBritt has operated under the Sandy Recovery Improvement Act (SRIA) program on recent missions and we have personnel that have administered these pilot programs at the Florida Division of Emergency Management. There are four programs that will assist in maximizing funds for Fort Bend County that have stemmed from the SRIA. The method by which AshBritt will assist in utilizing them for the County is identified below:

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

This pilot program authorizes an increased federal cost share for the collection, hauling, processing and disposal of debris when subgrantees perform removal operations within the specified timetable in the figure on this page. During our Hurricane Irma and Harvey response in 2017, Hurricane Matthew response in 2016, and our Winter Storm Pax response in 2014, numerous jurisdictions implemented the Accelerated Debris Removal (Sliding Scale). AshBritt assisted the jurisdictions with the process for notifying FEMA of the intent to use the programs and maintained communication with them on the status of the programs throughout the process.

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

The lowest priced contractor on the bid sheet may not be the lowest priced contractor once the job is complete. When prices are bid extremely low, this limits the resources and equipment that contractor can use. Most importantly, this will slow all phases of the debris operation, from the mobilization of crews, removal of debris, reduction of debris, and the final haul out of the debris. Many times, the low bid contractor will utilize subpar subcontractors just to get the job done. This will slow the project down and can cost the County money and quality of work. If the County were to utilize a responsible and experience contractor, you can be assured that the job will be done with top tier resources in an efficient and effective manner. The quality of work will ensure that the documentation is done right to maximize the reimbursement to your County.

With low quantities of equipment mobilized to the project, the low cost contractor would have a much longer project timeline. Conversely, a best value contractor, like AshBritt, can mobilize quickly with a combination of AshBritt-owned equipment and subcontracted equipment. The subcontracted equipment is a mixture of local resources and outside subcontractors. The goal is to strike a balance between keeping dollars at home with local subcontractors and moving quickly enough to take advantage of the PAAP Pilot Program sliding scale. In the following tables, Contractor A is the low cost contractor, and Contractor B is the best value contractor. Contractor A presents a lower overall project price than Contractor B, but with the existing FEMA PAAP Pilot Program guidelines, Contractor A actually costs the County more money in FEMA reimbursement while taking longer on project performance.

▪ **Recycling Revenues**

With sufficient pre-planning, more options, and greater opportunities are made available to recycle or to find beneficial uses for a higher percentage of the disaster debris stream. This includes the alternative procedures under the Sandy Recovery Improvement Act (SRIA) use of program income from recycled debris without offset to the grant amount. Though a challenging goal, maximizing diversion will minimize landfill space utilization, recover usable resources, conserve natural resources and potentially reduce costs of the overall recovery. Upon contract award, AshBritt will further refine its recycling plan in addition to utilizing local recycling firms. We will reach out to non-profits to find available markets for potentially recyclable materials in addition to our pre-established recycling companies. AshBritt is dedicated to assisting the County as a function of our Pre-Planning commitment of the contract with the development or review of a strategic area-wide recycling plan. Our goal will be to devise a reasonable, area-specific plan that can be readily implemented and realized.

▪ **Straight Time Force Account Labor**

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

▪ **Debris Management Plans**

This program can provide the County with a one-time incentive of a 2% increase in the cost share adjustment applied to debris removal work completed within 90 days. These plans must be submitted to the Texas Division of Emergency Management Recovery Bureau to review and eventually submit to FEMA for acceptance into the program. ***The County must notify FEMA of its intent to participate in the pilot program by signing and submitting the Public Assistance Alternative Procedures Pilot Program for Debris Removal Acknowledgement before obligation of its first debris removal project or within 60 days of its Kickoff Meeting, whichever is sooner.*** – Public Assistance Program and Policy Guide

AshBritt believes that this program benefits the County in more ways than just receiving the upfront increase in the cost share. Proper Mitigation and Planning can provide tremendous savings. AshBritt prides itself on maintaining the most diverse and experienced core team in the industry. All senior management and specialists are proficient in all phases of emergency management from pre-planning through recovery. We will be more than happy to review and be a part of the annual update of the County's Disaster Debris Management Plan. This can only improve the coordination between AshBritt and the County, and increases the understandings of each stakeholder's expectations. The content of a DMP will vary depending on State, Territorial, Tribal, and local vulnerabilities, ordinances, zoning, critical infrastructure locations, disposal locations, and other localized factors. The following 10 elements are the basic components of a comprehensive DMP and will allow AshBritt and the County to have comprehensive discussions on the following items:

- Debris management overview
- Incidents and assumptions
- Debris collection and removal plan
- Debris removal from private property
- Public information
- Health and safety requirements
- Environmental considerations and other regulatory requirements
- Temporary Debris Storage and Reduction Site and disposal locations
- Force account or contract resources and procurement
- Monitoring of debris operations

- ***FHWA***

AshBritt has a thorough understanding of the relationship between FHWA and various state and local entities in regards to federal funding. ***FHWA Order 5182.1*** provides procedures for the ER program to increase oversight and effectively utilize the funding on federal-aid roads that are impaired after a disaster event.

FHWA Emergency Relief (ER) Program - \$100 million is authorized annually for the ER Program under 23 U.S.C. 125. Congress has periodically provided additional funds for the ER program through supplemental appropriations. MAP-21 eliminated the \$100 million per State event cap. The total ER obligations for U.S. Territories (American Samoa, Commonwealth of Northern Mariana Islands, Guam, and the Virgin Islands) is limited to \$20 million in any fiscal year.

Approved ER funds are available at the pro-rata share that would normally apply to the Federal-aid facility damaged. For Interstate highways, the Federal share is 90 percent. For all other highways, the Federal share is 80 percent. The Federal share for permanent ER repairs may amount to 90 percent if the combined eligible ER expenses incurred by the State in a Federal fiscal year exceeds the annual apportionment of the State under 23 U.S.C. section 104 for the fiscal year in which the disasters or failures occurred.

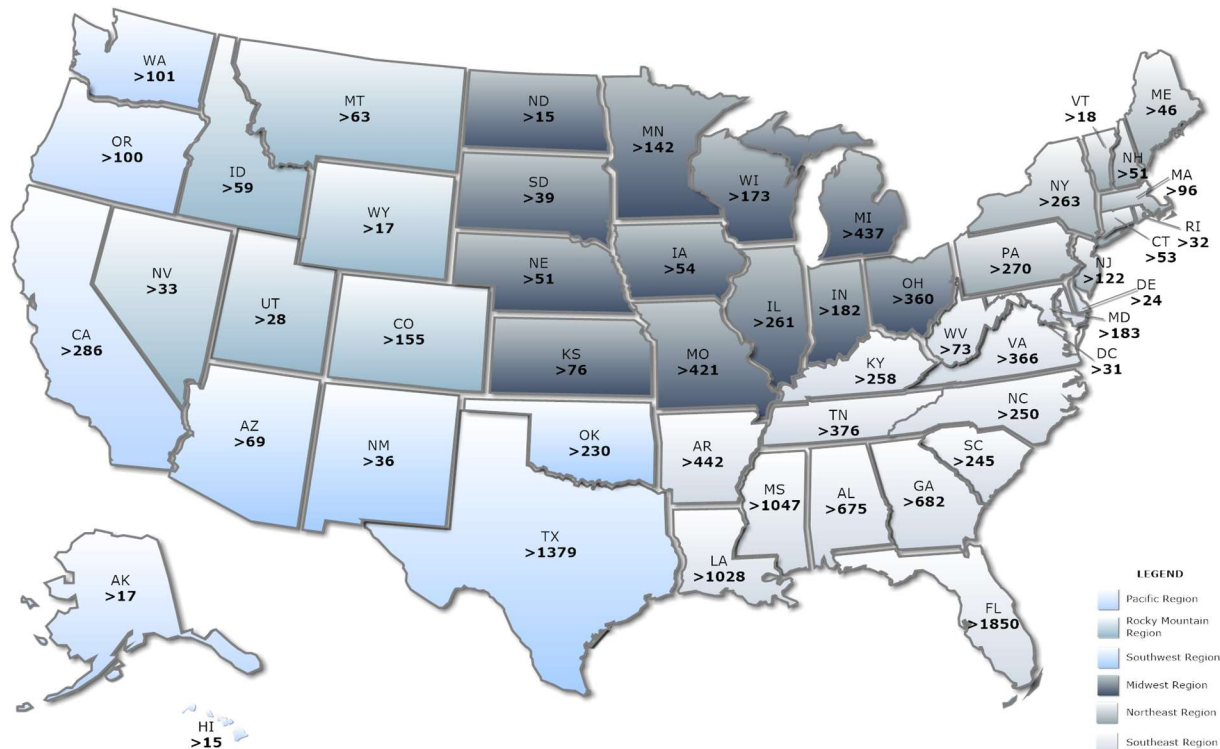
Emergency repair work to restore essential travel, minimize the extent of damage, or protect the remaining facilities, accomplished in the first 180 days after the disaster occurs, may be reimbursed at 100 percent Federal share. The 180-day time period for 100 percent eligibility of emergency repairs may be extended if a State cannot access a site to evaluate damages and the cost of repair.

It is the responsibility of individual States to request ER funds for assistance in the cost of necessary repair of Federal-aid highways damaged by natural disasters or catastrophic failures. A notice of intent to request ER funds filed by the State Department of Transportation with the FHWA Division Office located in the State will initiate the ER application process. States are required to apply for ER funding to FHWA within two calendar years of the date of the disaster. The application must include a comprehensive list of all eligible project sites and repair costs. The Emergency Relief (ER) program assists federal, State, tribal and local governments with the expense of repairing serious damage to federal-aid, tribal, and federal lands highways resulting from natural disasters or catastrophic failures.” MAP-21 continues the ER program, with some applicable changes:

- ***For emergency repairs, a 100 percent Federal share is allowed during the first 180 days following a disaster. MAP-21 allows the Secretary to extend the period if access to damaged areas is limited.***
- ***Debris removal for major disasters declared under the Stafford Act will be funded by FEMA.***

Subcontractor Plan

AshBritt has over 13,000 registered recovery-related subcontractors and vendors nationwide, with over 1,350 in the State of Texas.



Subcontractor participation in disaster recovery missions is instrumental to the success of any project. It is important that all stakeholders fully appreciate and comprehend the subcontracting plan and compliance controls exercised by the prime contractor. AshBritt takes affirmative steps to assure that Small Business Enterprises (SBE), Disadvantaged Business Enterprises (DBE), Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), Veteran-Owned Business Enterprise (VBE) are used whenever possible in accordance with the FEMA Checklist for Reviewing Procurements by Federal Grant Grantees and Subgrantees (#6) and 2 C.F.R. 215.44b. AshBritt also adheres to the Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented by Department of Labor regulations.

These next sections elaborate upon how we will comply with these laws and regulations. AshBritt has always maintained a solid commitment and plan for the inclusion of local, small, minority, and disadvantaged businesses. More importantly, we have the historical data to substantiate this as identified below in our Small Business Goal Achievement section. Owing to our long history, we have experience in managing partnerships, and joint ventures with both small and large companies throughout complex disaster recovery projects. We pride ourselves on understanding our role as a professional stakeholder within these relationships, and we stay committed to team building and developing quality relationships.

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

- **Commitment**

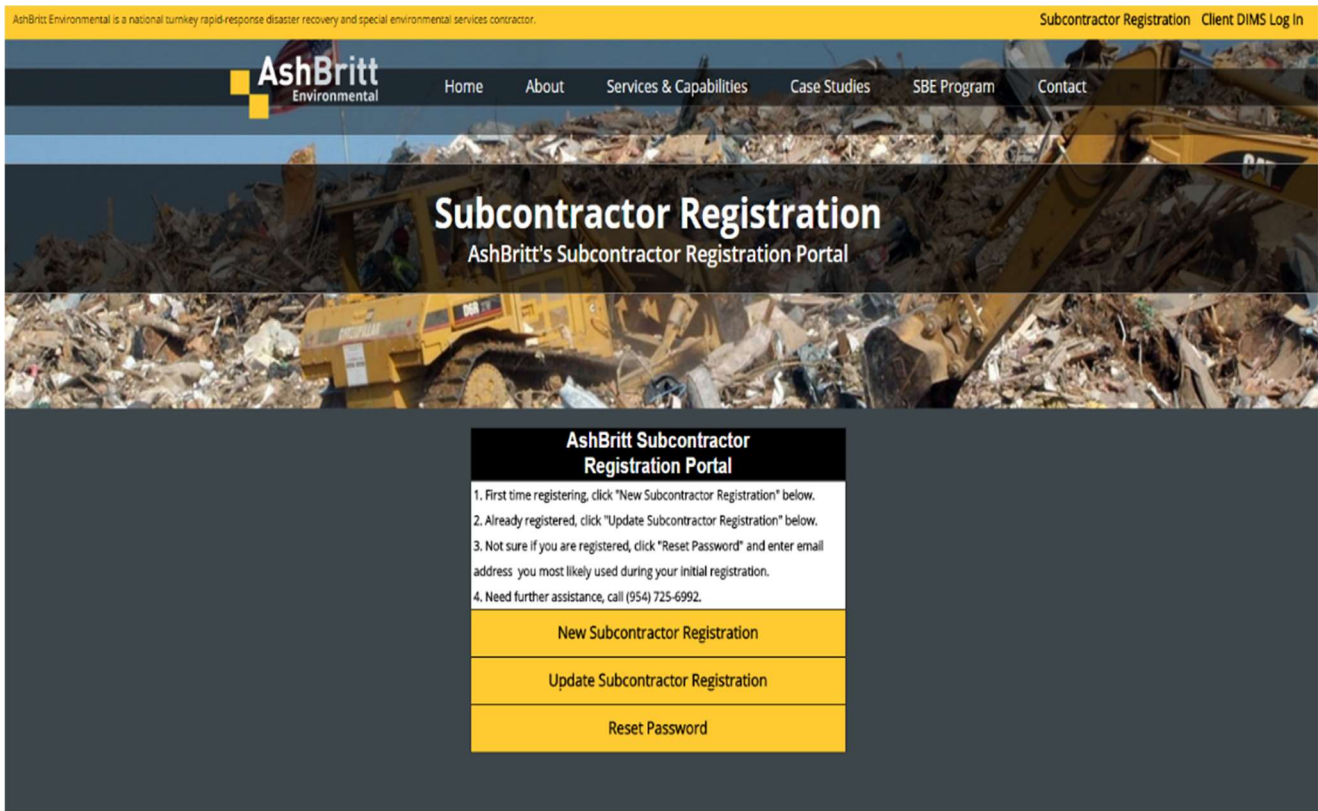
Our industry is largely based on subcontractor resources, both firms, and personnel. AshBritt has worked with thousands of subcontractors and individuals over our history. We maintain records and databases of all past subcontractors and employees, and we always encourage new firms and qualified individuals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

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

We are committed to giving local firms and individuals the first opportunity for work when it is available. We have accumulated a robust pool of qualified staff reservists across the country by following this practice. All available local resources are beneficial to the rapid, efficient, and successful completion of any recovery project.

- **AshBritt's Website Registration**

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





SUBCONTRACTOR REGISTRATION FORM

GENERAL COMPANY INFORMATION

*Required Field

Company *		Federal Identification Number ?	
<input type="text"/>		<input type="text"/>	
First Name *		Last Name *	
<input type="text"/>		<input type="text"/>	
Address *		Address Line 2	
<input type="text"/>		<input type="text"/>	
ZIP Code *	City *	State *	County *
<input type="text" value="Zip Code"/>	<input type="text" value="Enter Zip First"/> ▼	<input type="text" value="Enter Zip First"/> ▼	<input type="text" value="Enter Zip First"/> ▼
Business Phone *	Business Fax	Cell Phone *	
<input type="text" value="(xxx) xxx-xxxx"/>	<input type="text" value="(xxx) xxx-xxxx"/>	<input type="text" value="(xxx) xxx-xxxx"/>	
Availability		AshBritt Experience	
<input type="checkbox"/> Check this box if your resources are currently available		<input type="checkbox"/> Check this box if you have previously worked with AshBritt	
AshBritt Previous Experience ?			
<input type="text" value="List the AshBritt project(s) you have worked"/>			

BUSINESS SIZE AND CLASSIFICATION CHECK ALL THAT APPLY

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

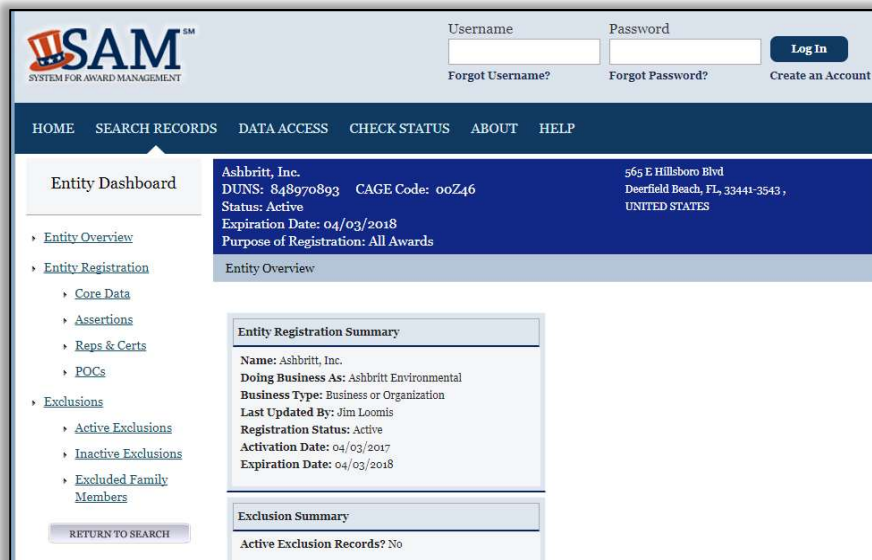
Large Business (LB)	<input type="checkbox"/>	Woman-Owned Small Business (WOSB)	<input type="checkbox"/>
Small Business (SB)	<input type="checkbox"/>	Veteran-Owned Small Business (VOSB)	<input type="checkbox"/>
Small Disadvantaged Business (SDB)	<input type="checkbox"/>	Service-Disabled Veteran-Owned Small Business (SDVOSB)	<input type="checkbox"/>
HUBZone Small Business	<input type="checkbox"/>	Are you Registered with the System for Award Management? ?	<input type="checkbox"/>
Other Small Business Certifications ?			
<input type="text" value="List all state, county and local small business certifications currently held"/>			

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

- Identification:** Identification of subcontractors is ideally conducted as part of the pre-planning process prior to the event response. Given the unpredictability of disasters, identification of subcontractors, especially those within the County and surrounding affected areas, occurs just after events and often throughout the recovery. In addition to utilizing the pre-identified subcontractors, we use various public and private sources that can garner additional useful and qualified subcontractors. We work toward cataloging all identified firms

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

- **Qualification:** Qualification and vetting of viable subcontractors are accomplished through an operational, financial, and administrative review, which includes, but is not limited to, the following:
 1. An initial interview—via phone or in person.
 2. A review of equipment and resource list, work history, special qualifications, and capabilities.
 3. A review of applicable Dunn and Bradstreet Reports.
 4. An on-site inspection of facilities and equipment, as applicable.
 5. An insurance review to ensure current or future contract compliance.
 6. A review of the Excluded Party List System (EPLS) now identified as System for Award Management (SAM): www.sam.gov as directed by FEMA Recovery Policy (RP) P9580.212 Public Assistance Grant Contracting FAQ.



- **Deployment:** Deployment of subcontractors on an AshBritt mission will take place only after careful consideration, evaluation, and selection by an AshBritt authorized representative. Ultimately, the selection process culminates with the execution of a Subcontract Agreement, either pre-event or post-event. This vetting process is based on the information obtained during the second phase of the hiring process. AshBritt will review in detail the scope of work each local contractor may be asked to perform within the terms of their contract. They will be briefed on all aspects of the operation, including safety rules and regulations, and required toolbox discussions. They will be in attendance at weekly safety meetings, learn to use the tracking system, invoicing procedures and all facets of AshBritt’s response procedures. They will be provided the opportunity to review and ask questions about their Subcontract Agreement (Contract).

- **Subcontracting Plans & Agreements**

When utilizing subcontractor resources, it is critical to establish stringent standards and guidelines to protect AshBritt and the County’s interests. AshBritt’s Base Subcontracting Plan sets performance criteria for all prospective subcontractors. It also works to develop a professional and capable workforce and to promote workforce diversity and the inclusion of small and disadvantaged firms. Most importantly, it ensures real participation of qualified disaster-affected local firms. All potential subcontractors, to perform under an AshBritt contract, must be pre-

approved from our resource database, have a favorable evaluation from either a prior AshBritt project or at least three non-AshBritt projects, or the favorable endorsement of the client. All equipment to be deployed is thoroughly inspected and certified as operationally safe. Workforce Safety training is administered when necessary, and a compliance agreement with all safety policies as mandated by all governing authorities must be acknowledged.

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

Subcontractors must execute a hold harmless agreement indemnifying the County as well as relevant stakeholders. Subcontractors will be notified to comply with all requirements via the subcontractor agreement. Based on the estimated cost of the project, comprehensive insurance coverage, including worker's compensation is mandated to cover the estimated amount. A certificate of liability insurance with established limits as mandated by the contract must be submitted before work can commence. Moreover, compliance with all applicable federal, state, and local tax, unemployment compensation, and worker compensation laws is required.

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

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

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

- ***Subcontractor Monitoring***

It is important to state that all subcontracted assets, information, and all related operational information is archived through our Disaster Information Management System (DIMS). All critical information regarding coordination of subcontractor management is documented through DIMS. DIMS and AshBritt's Subcontractor Audit System is utilized to track all engaged assets, work site locations, work performance and production, project deficiencies and resolutions, project billing and discrepancy resolution. These data sets are available on demand and can be customized through various reports over established project timelines (i.e., daily production and weekly progress). All archived documents are available for batch download. Mostly, these systems reflect the direction and activities of subcontractor performance in the field, as managed by AshBritt's command chain.

- ***Texas Based Subcontractors***

AshBritt has identified numerous local and regional subcontractors that have registered as a subcontractor with AshBritt. We are committed to giving local and disadvantaged the first opportunity for work when it is available. As can be seen below, over 95% of the subcontractors are either a Small Business, Disadvantaged Business Enterprise, Women Owned Small Business, Veteran Owned Small Business, Disadvantaged Veteran Owned Small Business. The percentage of work to be subcontracted will depend on the size and magnitude of the event that impacts Fort Bend County. At a minimum AshBritt will perform 30% of the work.

**AshBritt Inc. Response to Fort Bend County, TX
RFP #19-040 Contingency Debris Clearing, Removal and Disposal, and Operation of TDSR**

Company	County	SB, DBE, MBE, WOSB, VOSB, DVO SB,
2S Roll-off Service LLC	Jefferson County	Yes
A&I Transport Llc	Bexar County	Yes
A&M Tree Service	Fort Bend County	Yes
Abc Professional Tree Services, Inc.	Harris County	Yes
Absolute Touch Junk Removal/ Debris Removal	Collin County	Yes
Accelerate Environmental Health inc	Fort Bend County	Yes
Adcorp Llc	Montgomery County	No
Advantage Labor Inc	Harris County	Yes
Affordable Land Services Llc	Liberty County	Yes
Aftermath Disaster Recovery, Inc.	Collin County	Yes
All Around Site Services	Jackson County	Yes
AllStar Concrete Coatings	Williamson County	Yes
Altrax, LLC	Harris County	Yes
Aqua-Zyme Services	Matagorda County	Yes
Atecia,Llc	Comal County	Yes
A-TEX First Responce	Bexar County	Yes
Avant Construction	Smith County	Yes
B N T Services LLC	Walker County	Yes
Beyond The Next Level, Inc	Dallas County	Yes
big country tree, llc	Cass County	No
Blakley Construction	Hood County	Yes
Blue Tungsten LLC	Dallas County	Yes
Boulder Environmental LLC	Smith County	Yes
BRANDT ELECTRICAL SERVICES, INC	Fort Bend County	Yes
Brownstone Associate	Dallas County	Yes
Brush Solution LLC	Bell County	Yes
BULLDOG S3 LLC	Tarrant County	Yes
Burtch Consulting	Lampasas County	Yes
Butch's Oilfield Services, Inc	Hidalgo County	Yes
C A REED LLC	Grimes County	Yes
Capstone Trucking, Inc.	Brazoria County	Yes
Carroll Plumbing	Anderson County	Yes
Carver Construction Company	Knox County	Yes
CASTOR Services LLC	Chambers County	Yes
Cettasale, Inc.	Tarrant County	Yes
Challenger Services, Inc.	Jackson County	Yes
Champion Infrastructure LLC	Williamson County	Yes
Circle K Tree & Land Services, LLC	Goliad County	Yes
Circle M Metals, LLC	Dallas County	Yes
Clean-Co Systems, Inc	Harris County	Yes
Cole Field Services LLC	Bexar County	Yes
Common Sense Trucking, LLC	Smith County	Yes
COMMUNITY DEVELOPMENT & CONNECTIONS LLC	Fort Bend County	No
Concrete Eurway	Harris County	Yes
Concrete Willies Foundation Drilling	Hardin County	Yes
County Recycling Services, LLC.	Rockwall County	Yes
CPHP Ventures	Harris County	Yes
Creative Logistic Solutions Llc	Bexar County	Yes
Csr Tractor Trenching	Rusk County	Yes
CTI environmental services	Harris County	Yes
Cws services	Victoria County	Yes
Darkwater Specialties	Jackson County	Yes

**AshBritt Inc. Response to Fort Bend County, TX
RFP #19-040 Contingency Debris Clearing, Removal and Disposal, and Operation of TDSR**

Company	County	SB, DBE, MBE, WOSB, VOSB, DVO SB,
DEBRIS MASTERS LLC	Denton County	Yes
DEROUEN INDUSTRIES LLC	De Witt County	Yes
Devarim VIII Enterprises Inc, dba College Hunks Hauling Junk	Fort Bend County	Yes
Diamond L Enterprises	Parker County	No
Dirt Rocks	Nueces County	Yes
Dirt Rocks, LLC	Nueces County	No
Disaster Recorvery Contractors	Hidalgo County	Yes
Dora Fannon & Associates	Harris County	Yes
Dos Amigo?s Trucking LLC	Washington County	Yes
Drewery Construction Company, Inc.	Nacogdoches County	Yes
Dunn and Son	Tyler County	Yes
Eggemeyer Land Clearing, Llc.	Comal County	Yes
Elite Industry Solutions LLC	Hood County	Yes
EnviroServe66	Harris County	No
EPCS Environmental LLC	Tarrant County	Yes
Express Concrete	Harris County	Yes
Faass trucking inc	Bexar County	Yes
Family Tree Service	Harris County	Yes
FLO TEX IRRIGATION	Gregg County	Yes
For Change By Change Construction Services	Montgomery County	Yes
Fort Worth Lawn Sprinkler Company	Tarrant County	Yes
Four Seasons	McLennan County	Yes
Freeman Family Trucking	Harris County	No
Fugett Enterprises	Grayson County	Yes
Fun Da Mentals For Construction	Harris County	Yes
Gap Engineering	Harris County	Yes
Gatewood Environmental	Travis County	Yes
Globalize American Safety - LLC	Fort Bend County	Yes
Gold Star Contracting And Roofing	Dallas County	Yes
Goldsmith Dozers	Callahan County	Yes
Goodnight Services Corporation	Bell County	Yes
Green Cares Lawn Services	Fort Bend County	Yes
Gulf Coast Demolition and Hauling	Montgomery County	Yes
Gulf Coast Procurement Group Inc.	Harris County	Yes
Gus Logistics, LLC	Harris County	Yes
H.Padron Trucking	Montgomery County	Yes
Halls Trees and Service Inc	Waller County	Yes
Haul Pros USA	Harris County	Yes
Heavy Equipment Rentals Of Texas	Travis County	Yes
Highpoint Tree Care	Harris County	Yes
Hoagland & Sciba Holdings, Inc.	Victoria County	Yes
Houston Grotech Services	Harris County	Yes
Huffman Contractors, Llc	Jefferson County	Yes
Hurricane Demolition LLC	Brazoria County	Yes
Husbandz For Hire	Falls County	Yes
J & K Construction	Jefferson County	Yes
J W TRUCK and EQUIPMENT	Wharton County	Yes
J&R Contracting Services, Inc	Victoria County	Yes
J.K.Stanley,LLC	Cherokee County	Yes
Jannu Investments LLC Db a Ellan Group	Harris County	Yes
JBS FENCING CO	Tarrant County	Yes
Jet Blast Inc	Tom Green County	Yes

**AshBritt Inc. Response to Fort Bend County, TX
RFP #19-040 Contingency Debris Clearing, Removal and Disposal, and Operation of TDSR**

Company	County	SB, DBE, MBE, WOSB, VOSB, DVO SB,
Jim Pack Construction	Hardin County	Yes
JJ GONZALEZ CONSTRUCTION CLEAN UP & DEMOLITION	Harris County	Yes
Jmfs Services Llc	Fort Bend County	Yes
John W Harrington DBA SilverBack Construction	Lavaca County	Yes
jolly homes and construction	Fort Bend County	Yes
Jones Construction	Collin County	Yes
KC Services	Brazos County	Yes
Kcdm Ilc	Tarrant County	Yes
KDM Industrial Services, LLC	Bowie County	Yes
KEE Concrete and Construction, Inc.	Tarrant County	Yes
KT Services	Wichita County	Yes
Kuban Blvd. Construction Group, Inc.	Tarrant County	Yes
L & M Mowing Contractors LLC	Anderson County	Yes
L&S Contractors LLC	Shelby County	Yes
Lakey, Inc Construction Services	Trinity County	Yes
Larry'S Tile And Remodeling	Smith County	Yes
Lazy GI Trucking, LLC	Tarrant County	Yes
LE Enterprise	Collin County	Yes
Lee Tree Service, Inc.	Panola County	Yes
Lockhart Contracting Services Inc	Lampasas County	Yes
LTS Ventures LLC	Swisher County	Yes
M5 Texas Enterprises, LLC	Hidalgo County	Yes
Mac Williams Construction	Tarrant County	Yes
Marmolejo Construction Co Inc	Bexar County	Yes
Matlin Trucking & Construction Llc	Orange County	Yes
MB Construction	Hardin County	Yes
MDM	Fort Bend County	Yes
Michael Keys LLC	Tarrant County	Yes
Mj Development	McLennan County	Yes
Mow better	Gregg County	Yes
MFACT Strategic Consulting, LLC	Harris County	Yes
MS General, LLC	Travis County	Yes
Munoz trucking	Bexar County	Yes
Native Construction LLC	El Paso County	Yes
Nick's Dirt & Dozer	Hardin County	Yes
Odessa Fluids LLC	Liberty County	Yes
Ogvs Llc	Dallas County	Yes
Phoenix Disaster Recovery LLC	Harris County	Yes
Pikipao Trucking	Harris County	Yes
PL Consultants LLC	Harris County	Yes
Posik Group LLC	Fort Bend County	Yes
PRC Environmental, Inc.	Harris County	Yes
Premierscape Services	Harris County	Yes
Prime Capital Leasing	Dallas County	Yes
Prime Demolition	Harris County	Yes
Pryor's Services	Tarrant County	Yes
R & O professional Recleaningdon	Harris County	Yes
R.N.R tractor service	Hardin County	Yes
rapid environmental services llc	Harris County	Yes
Red River Recovery LLC	Williamson County	Yes
Richard Cobb	Hill County	Yes
Rk Emergency Management Support	Dallas County	Yes

**AshBritt Inc. Response to Fort Bend County, TX
RFP #19-040 Contingency Debris Clearing, Removal and Disposal, and Operation of TDSR**

Company	County	SB, DBE, MBE, WOSB, VOSB, DVO SB,
Rm Cox Inc	Navarro County	Yes
Rohaul Transportation Service llc	Harris County	Yes
RPM Services, Inc.	Brazoria County	Yes
Rufus Tree Inc.	Harris County	Yes
Rusty Daniel Trucking	Hopkins County	Yes
Salutis Hauling, LLC.	Montgomery County	Yes
SAMSON LAND CLEARING	Nacogdoches County	Yes
San Antonio Landscaping Concepts, Inc	Bexar County	Yes
SANFORD Dirt Work and Land Clearing	Angelina County	Yes
Santos Global Logistics	Travis County	Yes
Scott Family Trucking	Collin County	Yes
Separation Systems Consultants, Inc.	Harris County	Yes
Sibley services LLC	Hardin County	Yes
Sigma Environmental Solutions, Inc.	Dallas County	Yes
Snaptemps Staffing LLC	Harris County	Yes
Southern Clearing, LLC DBA SouthLand Clearing	Montgomery County	Yes
Speedy Tree Services	Collin County	Yes
Stafford Disaster Relief Inc	Fort Bend County	Yes
Steinhauer Trucking, Inc	Victoria County	Yes
Stone Mountain SDVOB, LLC	Harris County	Yes
Storm's Dump Truck Services, LLC	Fort Bend County	Yes
STS Manufacturing	Cameron County	Yes
Sturm Welding Inc	Denton County	Yes
Sun Packing, Inc.	Harris County	Yes
Super Universal Waste LLC dba U-Waste Recycling Solutions	Harris County	Yes
T & N Fence Const	Morris County	Yes
Tammy Pizzitola	Harris County	Yes
Taylor Telcomm Inc	Bosque County	Yes
Tetra Services LLC	Parker County	Yes
Texas Gulf Environmental	Harris County	Yes
Texas Power & Associates, Llc	Dallas County	Yes
Texas restoration	Upshur County	Yes
Texas Superior Services Construction LLC	Montgomery County	Yes
The Austintatious Experience	Travis County	Yes
The Carester Group	Fort Bend County	Yes
The Service Group LLC	Nacogdoches County	Yes
Thompson's Demolition & More	Henderson County	Yes
TMG INDUSTRIAL INC	Galveston County	Yes
Tonyhdz	Tarrant County	Yes
Top Gun Top Dog Inc	Fannin County	Yes
Two Rivers Emergency Management Llc	Bexar County	Yes
TX Citywide Professional Services dba Staff 4 Houston	Harris County	Yes
VEDR	Travis County	Yes
Wheeler Construction	Grimes County	Yes
Whittaker Lane Contracting, LLC	Bexar County	Yes
Wildcat Energy Servics	Orange County	Yes
Wilkinson Construction	Donley County	Yes
WM Trucking & Excavating Inc.	Harris County	No
WWF Contractors - Debris Removal	Harris County	Yes

TAB 5. Appendix

■ Project Management Systems and Technological Advantages

AshBritt has identified unique arrangements that few other entities have that are advantageous for effective implementation of the activities included in this RFP.

- **USACE Safety App EM 385-1-1**

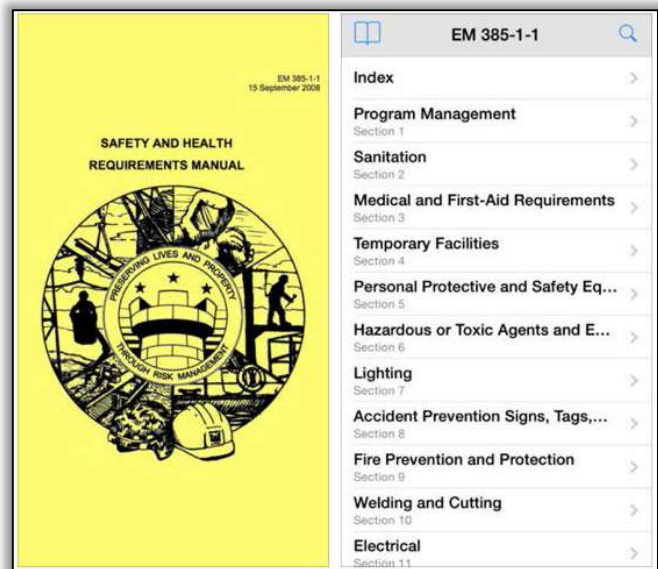
AshBritt may utilize the USACE Safety App during operations and project management. The provisions of EM 385-1-1 implement and supplement the safety and health standards and requirements contained in 29 CFR 1910, 29 CFR 1926, 29 CFR 1960, 30 CFR 56, EO 12196, DODI 6055.1, DODI 6055.3, AR 40-5, AR 385-10, AR 385-11, AR 385-40 and FAR Clause 52.236-13. AshBritt considers this app as a grave advantage and encourages all personnel working at the TDSRS or on a task order related to disaster recovery and debris removal work to download the app for quick reference out in the field.

- **Safety Pays in 2018**

Our innovative **Safety Pays Program** rewards proper safety behavior by distributing gift cards and recognizing outstanding safety acts on each job.

As an example of our commitment to safety, below is an image from one of our Safety Pays Program meetings for our USACE California Tubbs, Nuns, Pocket, Atlas, Redwood Valley, and Sulphur Fire for a Disaster Debris Removal project in Mendocino County, CA.

Based on their exceptional teamwork and situational awareness, Drew Durant, a supervisor was issued a Safety Pays award as Safety/Quality Control Pays Recipients for the week of 1/6/2018.



- *Caspio*

AshBritt utilizes the Caspio system as a global cloud platform for creating custom business applications.

MANAGE SUBCONTRACTORS ADMIN CONSOLE

Company: State:

First Name: Last Name: Email:

Emergency Road Clearance <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Any	Debris Collection <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Any	Site Management <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Any
Debris Reduction <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Any	Tree Trimming and Removal <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Any	Hauling <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Any
Disposal <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Any	Stumps <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Any	Snow Removal <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Any
Recycling <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Any	Large Business (LB) <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Any	Small Business (SB) <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Any
Small Disadvantaged Business (SDB) <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Any	HUBZone Small Business <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Any	Woman-Owned Small Business (WOSB) <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Any
Veteran-Owned Small Business (VOSB) <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Any	Service-Disabled Veteran-Owned Small Business (SDVOSB) <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Any	

- *Time Station*

Time Station is a time and attendance system that runs on smartphones and tablets. AshBritt utilized this new technology in our recent mission in California. Overall, we tracked more than \$15 million of hourly work for both personnel and equipment. This involved hundreds of personnel and equipment across a large geographic area.

TimeStation

Home How it Works Pricing Signup Download Support

Turn any smartphone or tablet into a cloud-based time & attendance system

Signup for FREE Now on Android!

What's TimeStation?

TimeStation is a quick-to-setup, easy-to-use time and attendance system that runs on smartphones and tablets.

Using our Fast-Scan technology, employees can punch in & out in less than a second, and because TimeStation runs in the cloud, there's no software or servers to maintain. Managers can see who's in and run time and attendance reports anytime, anywhere.

TimeStation is the perfect solution for small and medium businesses looking to track time and attendance without the usual costs and overhead of traditional systems.

The TimeStation mobile App works with smartphones and tablets running Google Android or Apple IOS including iPhone, iPad and iPod Touch.

The versatility of TimeStation allows for a wide variety of applications:

- Track employee time and attendance for your business
- Track student attendance for your school
- Track member attendance for your club or group
- Track time spent across multiple projects or clients

- Get up and running in minutes**
Our easy signup process combined with the ability to print your own employee cards, means that you can be up and running in as little as 5 Minutes!
- Fast-Scan Technology**
With our Fast-Scan technology, Employees can Punch In & Out in less than a second. Employees also have the option to Punch by PIN if their card is not available.
- Cloud-Based**
Because TimeStation is cloud-based, there's no software or hardware to maintain. Managers can access their time and attendance data anywhere they have access to the internet.
- Advanced Reporting**
Managers have access to multiple online reports to track attendance and calculate pay. Reports can be exported to different formats allowing for easy integration with Payroll systems.
- Employee Self-Service Portal**
Using the employee self-service portal, employees can review their activity, Punch In & Out, run reports and create or edit time entries. Managers have full control over which functionality each employee has access to.
- GPS Location Tagging**
Map the geographical location where employees punch in and out from.

- **Deficiency Tracking Application – GIS Cloud**

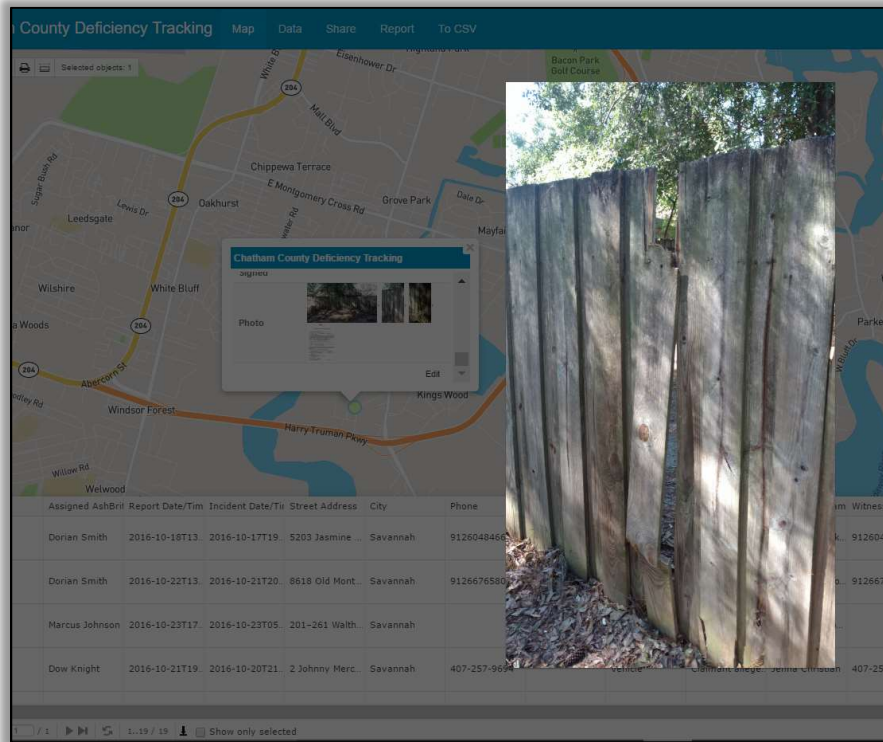
AshBritt also utilizes a deficiency tracking application utilizing GIS platform to reduce time spent transferring data. This system allows AshBritt to make deficiency reports in the field and upload it to the GIS cloud so that all reports are stored for easy reference in case action is needed by a Quality Control Manager/Representative.

ID	Assigned AshBritt	Report Date/Time	Incident Date/Time	Street Address	City	Phone	Email	Type of Damage	Description of In	Witness #1 Nam	Witness #1 Phor
1	Dorian Smith	2016-10-18T13.	2016-10-17T19.	5203 Jasmine ...	Savannah	9126048466		Other	Resident (Robe...	Robert TS Mick...	9126048466
2	Dorian Smith	2016-10-22T13.	2016-10-21T20.	8618 Old Mont...	Savannah	9126676580		Land or Groun...	Homeowner (B...	Bob Stewart (o...	9126676580
3	Marcus Johnson	2016-10-23T17.	2016-10-23T05.	201-261 Walth...	Savannah			Other	Beeghly bucke...	Brandon McDo...	
5	Dow Knight	2016-10-21T19.	2016-10-20T21.	2 Johnny Merc...	Savannah	407-257-9694		Vehicle	Claimant allege...	Jenna Christian	407-257-9694

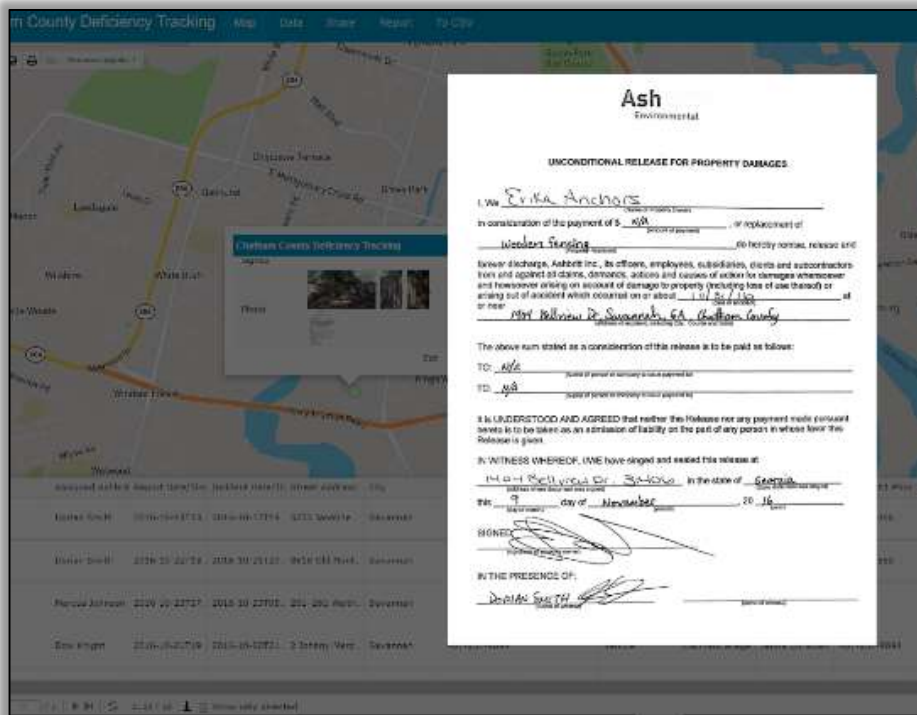
Overview Map (above) and list (below) of Deficiency Reports

#	ID	Report Date/Time	Incident Date/Time	Street Address	City	Phone	Email	Type of Damage	Description of Incident	Assigned AshBritt Representative	Subcontractor Responsible	Subcontractor Equipment #	Description of Damage	Repair Cost Estimate	Repair Completed	Release Signed
9		2016-11-28T17:15:00.000Z	2016-11-22T19:30:00.000Z	7410 Skidaway Rd	Savannah	(208) 819-7822		Building or Structure	Cutting leaning tree that was over ROW of Skidaway Rd. All necessary precautions were taken, however while limbs of tree were cut away they fell on to these structures.	Dorian Smith	Beeghly Trees	500117	Damage to in-ground light fixture. Requires reconnecting electric wiring and possible replacement of fixture. Significant damage to marquee signage. Signage made of styrofoam.	Med (\$200-\$1000)		
13		2016-12-16T21:15:00.000Z	2016-11-15T22:18:00.000Z	115 Riverview Rd	Savannah	+1 (912) 396-6111		Other	When the truck was performing a U turn, it backed into the mailbox.	Marcus Johnson	County Waste		Mailbox broken	Low (<\$200)		
14		2017-01-03T18:41:00.000Z	2017-01-03T21:39:00.000Z	102 half moon river ct	Savannah			Land or Grounds	According to homeowner a fallen tree landed on storm drainage cover.	Marcus Johnson	None		According to homeowner a fallen tree landed on storm drainage cover.			

Below is a picture of a damage claim for our Chatham County, GA project.



Below is a picture of a release for one of our Chatham County, GA damage claims.



■ Safety Plan

▪ AshBritt Corporate Health and Safety Plan Statement

AshBritt is committed to protecting our employees, clients, and the general public on all disaster recovery projects. This fundamental value is paramount to us and is inherent in all our operations. **Our goal is ZERO safety incidents.** AshBritt considers safety and environmental concerns very seriously in any disaster recovery or debris management operation, and we have an impeccable record as a result. From our organization’s beginning with Hurricane Andrew, our safety record has been excellent. **AshBritt’s current EMR rating is .76.** During our management of Hurricane Katrina, under the U.S. Army Corps of Engineers, we maintained negligible lost-time injuries to total man-hours worked. Additionally, in managing 52 TDSRS, we had relatively few environmental safety impacts. Given the scope of the mission, these achievements are truly extraordinary. The following guidelines validate our commitment to safety:

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

Our emphasis on providing a culture of safety begins with the assignment of responsibilities to qualified personnel who will have the authority to implement the provisions of our Site-Specific Safety and Health Plan (SSHP) which can be provided upon request. AshBritt has developed a comprehensive SSHP for employment during any recovery mission. Our SSHP incorporates the aspects necessary to ensure the safety of all employees, clients, and the public.

▪ Safety Pays and Experience

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

Experience Modification Rating:

2018	2017	2016	2015	2014	2013
.76	.78	.78	.98	1.02	.99

OSHA Lost Work Day Rate:

2018	2017	2016	2015	2014	2013
0	0	0	0	0	0

OSHA Recordable Incidents Rate:

2018	2017	2016	2015	2014	2013
0	0	0	0	0	0

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

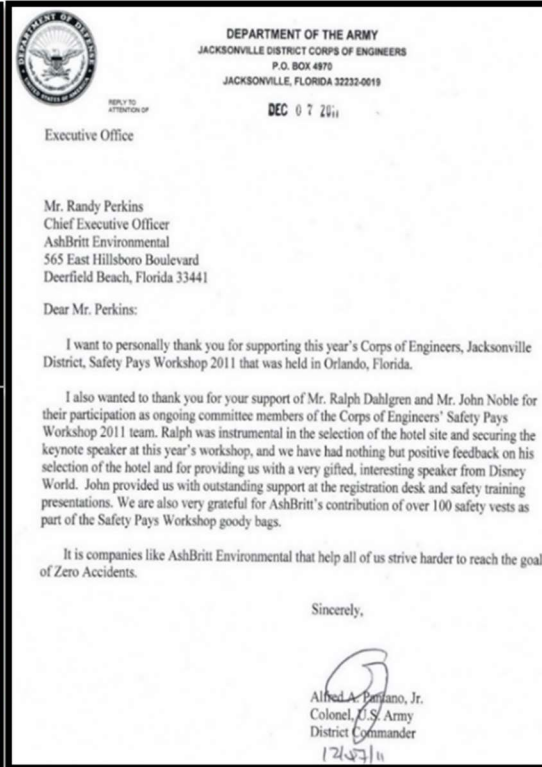


EXHIBIT B

Fort Bend County RFP 19-040

Type Vendor Name below:

AshBritt 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	\$9.75
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	\$10.75
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	\$14.75
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	\$19.50
5.0 Pickup C&D from Public Property or Public Rights-of-Way and hauling to a designated TDSR Site or Disposal Facility 15 or less miles away (one-way miles). (Trips with one-way miles in excess of 15 miles compensated at the rate quoted in Items 6.0, 7.0 or 8.0).	CY	\$10.50
6.0 Pickup C&D debris from Public Property or Public Rights-of-Way and hauling to a designated TDSR Site or to a Disposal Facility 16 to 30 miles away (one-way miles). (Trips with one-way miles in excess of 30 miles compensated at the rate quoted in Items 7.0 or 8.0).	CY	\$11.50
7.0 Pickup C&D debris from Public Property or Public Rights-of-Way and hauling to a designated TDSR Site or to a Disposal Facility 31.0 to 60.0 miles away (one-way miles). (Trips with one-way miles in excess of 60 miles compensated at the rate quoted in Item 8.0).	CY	\$14.50

Item/Description	Unit	Unit Price
8.0 Pickup C&D debris from Public Property or Public Rights-of-Way and hauling to a Disposal Facility 61.0 – 120.0 miles away (one-way miles)	CY	\$19.50
9.0 Removal of hazardous stumps that are not uprooted, from trees that are greater than 24” to 36” in diameter, by grinding or digging, removal of stump grinding chips, and backfilling resulting hole with compacted topsoil.	Each	\$225.00
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	\$350.00
*11.0 Loading, hauling and dumping of uprooted stumps from trees that are 24inches or greater to 36 inches with root ball.	Each	\$165.00
12.0 Loading, hauling and dumping of uprooted stumps from trees that are 37-48 inches with root ball.	Each	\$250.00
13.0 Loading, hauling and dumping of uprooted stumps from trees that are 49 inches and larger with root ball.	Each	\$425.00
14.0 Removal of hazardous hanging limbs greater than 2 inches in diameter.	Each	\$80.00
15.0 Removal of hazardous standing trees greater than 6” up to 12” in diameter.	Each	\$95.00
16.0 Removal of hazardous standing trees 13” – 24” in diameter.	Each	\$125.00
17.0 Removal of hazardous standing trees 25” – 36” in diameter.	Each	\$205.00
18.0 Removal of hazardous standing trees 37” or larger in diameter.	Each	\$365.00
19.0 TDSR Site operation as described in RFP for grinding services.	CY	\$4.45
20.0 TDSR Site operation as described in RFP for air curtain incineration services	CY	\$4.95
21.0 TDSR Site operation as described in RFP for C&D and mixed debris services	CY	\$4.45

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	\$0.60
Item/Description	Unit	Unit Price
23.0 Household Hazardous Waste	Pounds	\$12.00
24.0 White Goods	Each	\$60.00
25.0 Freon Removal	Each	\$25.00

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 19-040

Type Vendor Name below:

AshBritt 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	\$195.00		\$195.00
Air Curtain Refractory Incinerator	\$245.00		\$245.00
Bobcat Loader	\$63.00	\$42.00	\$105.00
Bucket Truck w/Operator	\$111.00	\$74.00	\$185.00
Chipper/Mulcher (8" throat)	\$27.00	\$18.00	\$45.00
Chipper/Mulcher (12" throat)	\$33.00	\$22.00	\$55.00
Crash Truck w/Impact Attenuator	\$84.00	\$56.00	\$140.00
Crew Foreman w/Cell Phone and Pickup		\$65.00	\$65.00
Dozer, Tracked, D5 or similar	\$99.00	\$66.00	\$165.00
Dozer, Tracked, D6 or similar	\$111.00	\$74.00	\$185.00
Dozer, Tracked, D7 or similar	\$117.00	\$78.00	\$195.00
Dozer, Tracked, D8 or similar	\$147.00	\$98.00	\$245.00
Dump Truck, 18 CY-20 CY	\$63.00	\$42.00	\$105.00
Dump Truck, 21 CY-30 CY	\$75.00	\$50.00	\$125.00
Generator and Lighting	\$30.00		\$30.00
Grader w/12' Blade	\$84.00	\$56.00	\$140.00
Hydraulic Excavator, 1.5 CY	\$84.00	\$56.00	\$140.00
Hydraulic Excavator, 2.5 CY	\$111.00	\$74.00	\$185.00
Knuckleboom Loader	\$150.00	\$100.00	\$250.00
Laborer w/Chain Saw	\$33.00	\$22.00	\$55.00
Laborer w/small tools, traffic control, flag person	\$33.00	\$22.00	\$55.00
Lowboy Trailer w/Tractor	\$90.00	\$60.00	\$150.00
Log Skidder	\$87.00	\$58.00	\$145.00

