

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

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

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 DRC Emergency Services, LLC (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: DRC Emergency Services, LLC  
ATTN: Kristy Fuentes  
6702 Broadway Street  
Galveston, Texas 77554

- 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

DRC EMERGENCY SERVICES, LLC

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Kristy Fuentes, Vice President

\_\_\_\_\_  
Date

5/17/2019  
\_\_\_\_\_  
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.DRC.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.



PO Box 17017 • Galveston, TX 77552 • (888) 721-4372 • Fax: (504) 482-2852  
[www.drcusa.com](http://www.drcusa.com)  
February 19, 2019

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

Re: Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend County  
RFP No. 19-040

Dear Sir or Madam,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and Fort Bend County our proposal to provide Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend County as required in the above referenced RFP. DRC ES is among the leading disaster management companies in the United States. Our services include emergency debris removal; disaster management—including temporary housing, workforce housing and life support—as well as required FEMA documentation; debris management; right-of-way maintenance; marine debris, salvage and recovery; vehicle and vessel removal and processing; technical assistance and project management; construction and construction management; demolition; and landfill management.

DRC is headquartered in Galveston, Texas. Our additional office locations in New Orleans, Louisiana, Semmes, Alabama, Surf City, North Carolina, and West Palm Beach, Florida provide us with geographical maneuverability along the Gulf Coast, and allow us to continue to provide services to Fort Bend County should any location be compromised during a disaster. In addition to close proximity to the County, DRC can mobilize quickly by utilizing local subs to execute the project. DRC currently has dozens of reservists and hundreds of subcontractors ready to participate in any response effort. Depending on the size of an event which may strike Fort Bend County, DRC will dedicate all necessary manpower and equipment and in no case, will the project be understaffed.

DRC's response to Hurricane Harvey is unmatched. In the aftermath of Hurricane Harvey and subsequently Hurricane Irma, there was an industry-wide shortage of debris removal trucks, causing a delay in recovery and clean up across Southeast Texas. DRC was not immune to this crisis, but our team was able to successfully navigate the supply and demand constraints and performed our duties exceptionally well in Houston, Harris County, Port Aransas, Aransas Pass, Jefferson County and several other hard hit areas in Southeast Texas. Since that time, DRC has taken diligent steps to grow our sub-contractor network and educate our clients to help mitigate this problem in the future.

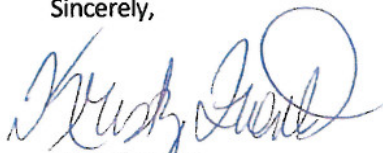
Corporate officers with legal signing authority to bind DRC ES to the terms and conditions of this proposal include: John Sullivan, President; Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

DRC claims no exception to the requirements of the RFP.

The Regional Manager for Fort Bend County is Clif Kennedy who can be reached at (888) 721-4372, by cell: (713) 715-8772 or by email: [Ckennedy@drcusa.com](mailto:Ckennedy@drcusa.com).

This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your RFP. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with Fort Bend County in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kristy Fuentes". The signature is fluid and cursive, with a large loop at the end.

Kristy Fuentes

Vice President, Secretary, Treasurer

# Tab 3: Company's Management Plan

Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend County



<b>2011 Tornado Outbreak</b>	<b>Alabama:</b> Alabama Department of Transportation Divisions 1, 3, and 5, Alabama Department of Natural Resources, Jefferson County, Franklin County, Calhoun County, City of Birmingham, City of Trussville, Town of Phil Campbell, Birmingham Airport Authority, and University of South Alabama <b>Mississippi:</b> Holmes County, Clay County, Durant,	12	2,695,808.75	\$ 32,235,282
<b>FEMA Site Development</b>	<b>North Dakota:</b> Minot	N/A	N/A	\$ 9,367,899
<b>2010</b>	<b>Activations</b>	<b>Temporary Sites</b>	<b>Cubic Yardage</b>	<b>Contract Value</b>
<b>Deepwater Horizon Oil Spill</b>	<b>Louisiana:</b> USES of Louisiana, Plaquemines Parish, Terrebonne Parish, St. Bernard Parish, Lafourche Parish, and Jefferson Parish <b>Florida:</b> Okaloosa County, Santa Rosa County, and Escambia County	N/A	N/A	\$ 185,334,468
<b>2008</b>	<b>Activations</b>	<b>Temporary Sites</b>	<b>Cubic Yardage</b>	<b>Contract Value</b>
<b>Hurricane Ike</b>	<b>Texas:</b> Texas GLO, Texas Department of Transportation, Trinity Bay Conservation, Harris County, Jefferson County, Jefferson County Drainage District, Nassau Bay, City of Nederland, City of Humble, Jamaica Beach, Port Arthur, Baytown, El Largo Port of Galveston, City of Groves, Piney Point Village, City of Galveston, Taylor Lake Village, City of Bellaire, City of Port Neches, and the City of Houston	25	11,377,207.60	\$ 169,770,518
<b>Hurricane Gustav</b>	<b>Louisiana:</b> Louisiana Department of Transportation, Assumption Parish, Iberville Parish, Bayou Lafourche Fresh Water District, St. John the Baptist Parish, St. Landry Parish, Iberville Parish, Lafayette Parish, Iberia Parish, Tangipahoa Parish, Terrebonne Parish, City of Kenner, and the City of New Orleans	21	4,289,503.96	\$ 38,218,302

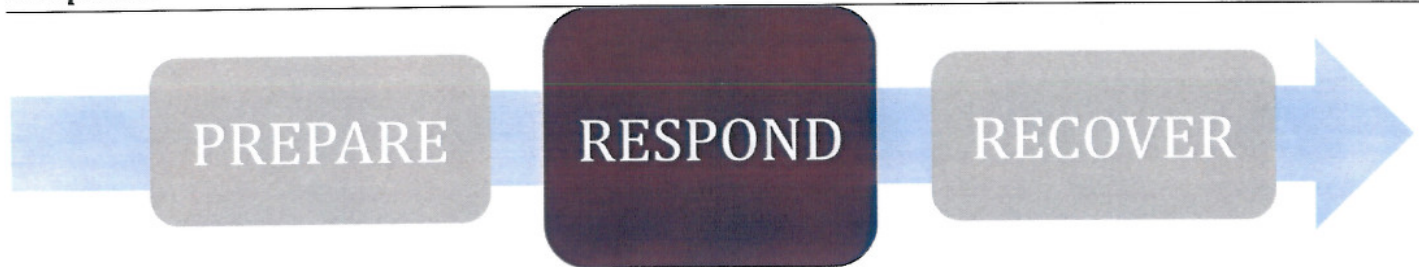
*"In Harris County, 2.3 million cubic yards of an estimated 11.9 million cubic yards of debris have been hauled off two months after the storm. In contrast, 392,000 CY of an estimated 530,000 has been hauled off in Fort Bend County, and 112,000 of 150,000 CY has been removed in Montgomery County."*

-The Houston Chronicle, 2017

## Tab 3: Company's Management Plan

Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend

### *Respond*



- *Alert Phase*
- *Disaster Impact*
- *Response timeline*
- *Initial Damage Assessments*
- *Emergency PUSH Operations*
- *Loading and Hauling Operations*
- *Temporary Debris Staging and Reduction Operations*
- *Safety*
- *Accounting and Document Management*

### **Alert Phase**

If a potential disaster can be predicted, DRC will activate the following alert phases:

- 🌐 72 hours before impending impact, Clif Kennedy will contact Fort Bend County to discuss activation and response
- 🌐 At the discretion of the County, DRC will mobilize personnel within 24 hours prior to disaster impact to arrive at the Emergency Operations Center
- 🌐 Identification and readiness assessment of subcontractor network for Emergency Push and Load and Haul Operations
- 🌐 Pre-staging of equipment and personnel as needed to respond to the immediate aftermath of the event “push activities”
- 🌐 Emergency Push Collection routes have been determined

# **Disaster Impact**

# Tab 3: Company's Management Plan

Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend County



DRC has a unique ability to rapidly **respond** to a disastrous event while maintaining communication with communities to help them **prepare** for any trouble, making us a leader in the disaster recovery industry.

## Response Timeline

The type, intensity, and duration of the each event dictates the response time. Upon receipt of Notice to Proceed or Task Order, DRC will commence mobilization of equipment, operators, and laborers.

**DRC proposes the following time frames in which services can be provided without unwarranted delay or interference:**

### Within 24 Hours Post Event—25%

- 🌐 Project Manager and support are in place and interacting with Fort Bend County's Point of Contact
- 🌐 Staging and measurement (certification) of equipment is underway
- 🌐 Permitting and mobilization of TDSR sites has begun
- 🌐 Emergency Push activities are well underway with coordination with utility providers
- 🌐 Initial Damage Assessment complete
- 🌐 Public Service Announcements are initiated
- 🌐 Logistical Support requirements have been assessed
- 🌐 Initial Safety Meeting is held
- 🌐 Time and location of daily production meetings is established

### Within 72 Hours Post Event—50%

- 🌐 Initial understanding of crew type and quantity has been established with the County's Point of Contact
- 🌐 Roughly 50 percent of required equipment and manpower are in place
- 🌐 At least one TDSR is operational and load and haul activities can begin
- 🌐 Discussions have begun with final disposal and recycling/composting providers (if applicable)
- 🌐 Collection Zones have been mapped and discussed with the County's Point of Contact
- 🌐 Truck certifying continues
- 🌐 Daily Safety Meetings continue

### Within 96 Hours Post Event—100%

- 🌐 Full Mobilization is complete
- 🌐 Emergency Push complete (if applicable)
- 🌐 All contractual requirements (bonds, safety plans, dust control, community outreach, bonds etc.) are submitted
- 🌐 Productivity assessments made based upon existing travel times and TDSR requirements adjusted
- 🌐 Equipment and personnel needs are reassessed
- 🌐 Additional local and equal opportunity vendor outreach has begun and those applicants vetted
- 🌐 Daily productivity meeting continues between DRC, the County point of contact and the Monitoring Firm assigned to the project
- 🌐 Daily Safety Meetings continue

## Initial Damage Assessment

Initial damage assessments are usually completed within 36 hours of an incident by local, state, federal, and contractors and provide an indication of the loss and recovery needs.

The debris assessment will accomplish all of the following:

# Tab 3: Company's Management Plan

## Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend

- Estimate the quantity and mix of debris
- Estimate damage costs
- Determine impact on critical facilities
- Identify impact on residential and commercial areas

### Emergency PUSH Operations

- Debris is "pushed" or cleared from the Public Roadway generally in an order of priority established by Fort Bend County
- Debris is cleared from areas of ingress and egress to hospitals, police departments, emergency shelters, nursing homes and major traffic routes
- Crews generally consist of equipment capable of moving heavy material (skid steers, front end loaders etc.) and personnel and supervision with chainsaws
- Attempt to make roadways and intersections as safe as possible for sight and traffic obstructions
- This phase of work is accomplished within the first 70 cumulative hours (plus or minus) after the event

### Loading and Hauling Operations

#### Certification of Equipment

This task can begin as soon as practical but generally 12-24 hours after a Notice to Proceed is issued. In general, trucks are staged at a location where the County's third-party monitoring firm can measure load capacity and assign unique identification to each piece of loading and hauling equipment.

#### Debris Removal from Public Rights of Way

Within 24-48 hours of a Notice to Proceed (or a reasonable amount of time agreed upon by the County) DRC will commence debris removal operations with multiple Debris Removal Crews. Debris Removal Crews will many times consist of three to five hauling vehicles of 100 to 150 cubic yard capacity with operators, one front end loader with operator, one foreman, and three laborers/flagmen (when required by traffic conditions). In other instances where conditions allow, self-loading equipment of similar capacity will be utilized to maximize efficiency.

- All field supervisors shall ensure that all debris disposal-hauling operators are licensed and certified to operate required equipment.
- All debris disposal operators will be given area maps designating assignment/authorized areas or zones of operations as well as transport routes designated and/or approved by the County.
- As subcontractors complete zones, the areas are jointly surveyed by Fort Bend County or its designated representative and closed out.
- DRC maintains a damage hotline (888-721-4DRC) for all projects. A complaint manager is assigned to the project and is responsible for tracking all damage and repair.
- DRC will investigate all damages and complaints within 24 hours and will propose a resolution to the damaged party within 48 hours.



# Tab 3: Company's Management Plan

Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend County



Through the installment of PSAs, public participation can enhance the efficiency of the collection/material separation process. Please see below for a sample flyer which defines material separation:

## Separating Your Debris

Debris should be placed curbside, without blocking the roadway or storm drains.

**NO PICKUP ZONE**  
Any debris placed from the sidewalk toward your property will not be picked up.

**DEBRIS SEPARATION**  
Separate debris into the six categories shown below.

**DO NOT STACK OR LEAN**  
Placing debris near or on trees, poles, or other structures makes removal difficult. This includes fire hydrants and meters.

**UNSURE WHERE TO PLACE DEBRIS?**  
If you don't have a sidewalk, ditch, or utility line in front of your house, place debris at the edge of your property before the curb.

**Normal Household Trash**  
Normal household trash and bagged debris of any kind will not be picked up with disaster debris. You should continue to follow your normal garbage removal schedule.

**VEGETATIVE DEBRIS**  
• Leaves (do not put in bags)  
• Logs  
• Plants  
• Tree branches

**CONSTRUCTION & DEMOLITION DEBRIS**  
• Building materials  
• Carpet  
• Drywall  
• Furniture  
• Lumber  
• Mattresses  
• Plumbing

**APPLIANCES & WHITE GOODS**  
• Air conditioners  
• Dishwashers  
• Freezers  
• Refrigerators  
• Stoves  
• Washers, dryers  
• Water heaters

**ELECTRONICS**  
• Computers  
• Radios  
• Stereos  
• Televisions  
• Other devices with a cord

**HOUSEHOLD HAZARDOUS WASTE**  
• Cleaning supplies  
• Batteries  
• Lawn chemicals  
• Oils  
• Oil-based paints and stains  
• Pesticides

Fort Bend County  
Office of Emergency  
Management  
281-342-6185  
oem@fortbendcountytx.gov  
www.fbcoem.org

**For more information contact:**

### Multiple Scheduled Passes

In order to allow citizens to return to their properties and bring debris to the right-of-way as recovery progresses, DRC adheres to FEMA's guideline of three scheduled collections or passes.

In rare cases, particularly following major flooding, additional collections may be warranted.

### Field Operations

All eligible debris will be removed from public easements, property, and rights-of-way to designated Temporary Debris Staging and Reduction and/or directly to a final disposal site. Eligible debris is typically that debris which was either generated directly by the event or as a result of the event, and is in the public Right of Way and not on private property unless Private Property Debris Removal has been authorized:

# Tab 3: Company's Management Plan

## Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend



### Vegetative Debris

Vegetative debris is defined as: tree branches, leaves, logs, timber, and stumps.

- 🌐 Eligibility—Public right of way or improved public property
- 🌐 Collected from Private property only with FEMA private property debris removal right of entry authority
- 🌐 Most productive operation combines the collection of leaners and hangers with normal ROW debris collection
- 🌐 Allows for a wide spectrum of equipment use for productive collection
- 🌐 Most commonly collected and transported to a Temporary Debris Staging and Reduction for processing and haul out
- 🌐 Reduction by grinding provides opportunity for recycling, re-use and consumption as a fuel source
- 🌐 Reduction by burning provides for the most cost- effective processing, if burning is an option

### Construction and Demolition (C & D) Debris

Construction and Demolition (C&D) typically consist of: building materials, drywall, lumber, carpet, furniture, mattresses, and plumbing.

- 🌐 Generally produced from floods, tidal surge and earthquakes
- 🌐 Allows for a wide variety of equipment use including self-loading apparatus
- 🌐 Landfill restrictions on material acceptance should be a consideration and can vary by state
- 🌐 Utilization of TDSR provides opportunity for reduction by material separation and compaction.
- 🌐 Load weight must be monitored particularly upon haul-out to final disposal
- 🌐 Transportation to final disposal site does not allow for reduction, however is an alternative when travel time is not effected



### White Goods

White goods is defined as: refrigerators, washers, dryers, freezers, air conditioners, stoves, water heaters, and dishwashers.

- 🌐 Separately collected and staged within a designated area at a TDSR or hauled directly to a recycler
- 🌐 Collection can be performed with light duty trucks and trailers typically possessing a lift-gate
- 🌐 Freon shall be removed by a certified technician under EPA regulations
- 🌐 Citizens are informed through PSAs , fliers and social media to remove all contents from refrigerators and freezers prior to collection or to duct tape doors shut to facilitate safety and ease of collection
- 🌐 Refrigerators and freezers collected with contents shall be staged for content removal and disposal
- 🌐 White goods shall be recycled, and any derived proceeds handled in accordance with the contractual terms and conditions

### Household Hazardous Waste

HHW typically consist of oils, batteries, pesticides, paint, cleaning supplies and compressed gas.

- 🌐 Collected only by trained and certified personnel with proper PPE and typically occurs in advance of load and haul crews
- 🌐 Collected separately and securely placed in spill-proof containers for transportation to staging at a TDSR or direct transport to a qualified recycler/disposal facility
- 🌐 When stored at a TDSR, the area is generally lined or bermed or both depending upon the requirements of the state environmental agency
- 🌐 Proper packaging and transportation is often performed by the recycler

# Tab 3: Company's Management Plan

Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend County



## Electronic Waste Collection (E-Waste)

E-Waste debris includes: televisions, computers, radios, stereos, DVD players, telephones, and almost anything with an electric cord

- Collected separately with one or two collections (passes)
- Generally staged in a specific area of a TDSR or transported directly to a recycler
- Collected in light duty trucks and trailers by general laborers and a supervisor
- Recycling of the items is always the goal



## Tires

Tires often appear on the public ROW for collection following flood events or tidal surge.

- Collection can be accomplished separately using light duty equipment
- Transportation directly to the recycler or shredder is preferred
- Tires create a special problem for landfill operators as they tend to rise or float and can ultimately damage the landfill cap
- Federal/state regulations often require a waste hauler permit during transportation.

**Additional debris related collections, operations and projects that may occur during the response or recovery phase include but is not limited to the following:**

## Hazardous Tree and Limb Removal

A tree is considered "hazardous" if its condition was caused by the disaster and public health and safety must also be at risk. If possible, leaner and hanger removal will be performed in advance of load and haul activity and collected simultaneously with ROW debris. Eligibility is usually determined by Fort Bend County's independent monitoring firm.

- Equipment may include bucket trucks, automated saw trucks, excavators and climbers with chainsaws
- Criteria to deduce if a leaner or hanger is hazardous is:
  - Must be six inches in diameter or greater when measured at chest height
  - More than 50% of the crown damaged or destroyed
  - Split trunk or broken branches that exposed the heartwood
  - Fallen or uprooted within a public use area
  - Leaning at an angle greater than 30 degrees
  - Hanging limbs must be 2 inches in diameter and must pose a threat of falling into an improved public area or public right-of-way



## Removal of Hazardous Stumps

Stump removal usually takes place late in the debris removal process and is generally determined eligible by the County monitor. A stump may be determined to be hazardous and eligible for Public Assistance grant funding as a per-unit cost for stump removal if it meets all of the following criteria:

- 50 percent or more of the root-ball exposed (less than 50 percent of the root-ball exposed may be flush cut)
- Greater than 24 inches in diameter, as measured 24 inches above the ground
- On improved public property or a public right-of-way
- Poses an immediate threat to life, and public health and safety

# Tab 3: Company's Management Plan

## Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend

- Larger stumps are extracted by excavators and loaded upon flat-bed trailers for transport to the TDSR or final disposal facility
- Most often, large stumps must be split prior to processing by grinding

### Canal/Waterway Debris Removal

Debris removal is most often performed under the oversight of the State Environmental regulators, especially in environmentally sensitive areas. Environmental factors always take priority when developing an operating plan. Debris often consist of land based and/or water based removal of targets. Collection methods vary widely due to physical dynamics, environmental considerations, regulations, and scope of work, but typical methods are below:



- Targets identified by side-scan sonar or below surface observation
- Target removal spans from water-bottom to surface debris or limited to designated depths
- When appropriate, debris can be collected with grapples mounted on different sized barges or even small boats
- Land based operations will consist mostly of removal of targets with long reach excavators equipped with a spoils or dredge bucket
- Temporary Offloading Sites can be used to temporarily stage debris prior to transport to a TDSR for processing or to final disposal
- When abundant access points exist, loading can occur directly into trucks for transport to processing or disposal

### Temporary Debris Staging and Reduction Operations

#### Permitting and Site Mobilization

Within 24 hours of a notice to proceed, mobilization to pre-established TDSR locations will begin:

- Phase One—environmental audit is performed
- The number of TDSR sites to be used is determined by estimated volumes, travel times, traffic patterns and material to be processed
- Ideally, site placement and number should facilitate a minimum of five loads per truck per day
- Land Use Agreements are immediately executed with any private land owners
- For those sites not already permitted, an immediate permitting request will be submitted by DRC's Vice President of Administration and Compliance (Kristy Fuentes)
- DMS Site Plan is established and submitted



# Tab 3: Company's Management Plan

Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend County



## Environmental Considerations

- Where practical, a phase one environmental assessment should be performed prior to use as a TDSR
- Soil samples are taken prior to use
- Pictures and video of the site prior to use is considered a best management practice
- DRC may use drone photography before and after use as a best management practice
- An independent engineer is often used to satisfy additional requirements of State regulators such as the need for SWPPP, perimeter silt fencing, air monitoring etc.

## Typical On-site Equipment, Supplies and Manpower Needs

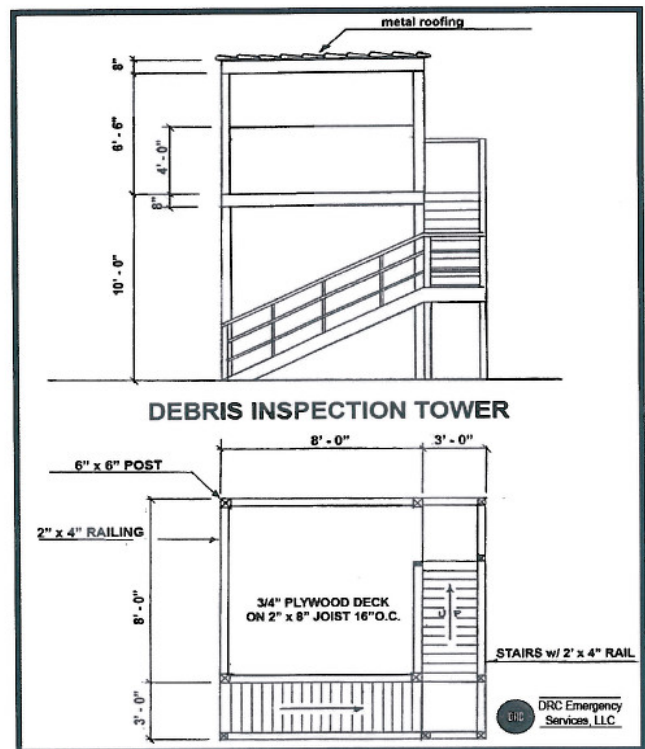
Signage	Inspection Tower(s)
Perimeter Fencing (if required)	Site Manager
Equipment Operators	Traffic Control Personnel
Security Personnel	Traffic Control devices
Front-end loader with thumb	Bulldozer
Grinder- horizontal or Tub	Excavator
Water Truck	Sweeper
Air curtain Incinerator or above ground incinerator (if required)	



## Site Access

For the success of site access, separate points of ingress and egress should be established if possible and avoidance of truck traffic through residential areas is ultimately important.

- **Traffic Controls** - Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular traffic control. Additional traffic control personnel can be stationed throughout the site, as needed, to enforce proper traffic flow.
- **Inspection Towers** - Inspection towers shall be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. Ideally two inspections towers should be utilized at each DMS if volume warrants. One tower at point of ingress for use by the monitoring firm's employee, one tower at the point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site. One tower may be utilized if ingress and egress point is the same. Additionally, the use of all terrain man lifts are sometimes substituted for the tower shown.
- **Maintenance and Grading** - Maintenance and grading of the debris management site will occur throughout the operating day. Access roads will be constantly maintained, and dust control managed by use of a water truck. Access roads will be swept as often as necessary.



# Tab 3: Company's Management Plan

## Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend

### Debris Storage Area

Debris may be segregated into five main areas as determined by the type of event.

**Vegetative debris**—Vegetative debris will be cleaned of C&D debris to the extent possible to facilitate compliance with requirements for reduction of vegetative debris and processing of C&D.

**Construction and Demolition (C&D) Debris**—Stored separately within an area that will facilitate separation, compaction or grinding.

**Recyclables/Salvage**—Recyclable/salvageable materials will be stock piled in accordance with the site plan.

**White goods**—White goods will be stock piled in a contained area in accordance with the site plan if not transported directly to the recycler.

**Household Hazardous Waste (HHW)**—HHW will be segregated and stored in an approved containment area that may be lined and bermed.



### Debris Reduction Methods

**Grinding and/or Chipping Operations**—Primarily used for reducing vegetative debris to achieve a 4 to 1 reduction or better. Resulting product is beneficial for use as fuel or reused as compost. The method is less often used as a reduction method for Construction and Demolition material due to its impact on equipment.

**Burning**—Environmental impact and safety are primary considerations. Most often allowed in rural settings, it's the most efficient reduction method for vegetative debris as a 95% reduction can be achieved. Air curtain incineration and trench burning can serve to mitigate the release of smoke etc.



### Final Debris Disposal

Selection of final disposal location(s) for processed debris is normally determined during the planning phase. Per Subtitle D, lined sites are generally selected. However, in some cases, permitted construction and demolition sites are used when regulations allow.

# Tab 3: Company's Management Plan

Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend County



## Recycling Strategies

**Vegetative Debris**—Available to serve as a viable fuel source for manufacturing, etc. and used frequently as mulch for agricultural purposes. The resulting product is donated to citizens for use in flower beds and gardens and can be used as alternative daily cover in landfills when allowed. Additional uses are to use as roadbed for temporary roads and can be thinly spread across acreage to produce dirt.

**Aggregates**—Concrete, brick, and similar materials can be crushed and used as fill material, road base, etc.

**Construction and Demolition Debris**—Wood, metals, plastics and sometimes gypsum can be pulled from the waste stream and recycled if sufficient quantities exist and recycling facilities are available and accessible.

**White Goods**— Easy to recycle due to abundant processors.

**Electronic Waste (E-Waste)**—While these components are quite abundant, particularly following a flood or tidal surge, recyclers of these items have become more difficult to find. Some of the components found in televisions, computer monitors, copy machines etc. contain heavy metals making disposal a poor option, resulting in markets being the best option. Shipping to foreign markets is sometimes the best option.

## Debris Management Site Closeout

Restoration is conducted during the close out phase of each TDSR. The scope of restoration is determined by post use site conditions, terms of the land lease, or the County directive and mutual understanding when public property is used. Restoration can consist of final removal of all debris and other managed components as well as all structures and temporary features. Additionally, grading and leveling, removal of temporary roads and fencing, and grassing or seeding of the site to documented pre-use condition may be necessary.

Post use drone footage and still photography shall be taken to illustrate the current condition of the site as it compares to the baseline or pre-use documentation. Environmental sampling that mirrors pre-use sampling is a best management practice.

- Random soil samples, surface and if necessary water samples, may be taken and sealed in containers for comparison with pre-use samples taken
- Independent third- party engineers and testing labs may be used
- Post use samples and pre-use samples may be tested in an independent lab to determine the presence of contaminants

## Final Inspection, Released and Acceptance of Fort Bend County and/or Landowner

In most cases, final closure approval is needed by both the State Environmental

**“This debris removal project has been a resounding success, and the GLO appreciates the many hours of hard work put in by the DRC team.”**

— Benjamin K. Au Architect, Director of Construction Services GLO, Texas



# Tab 3: Company's Management Plan

## Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend

### Safety

DRC maintains an unwavering commitment to the health and safety of our employees, subcontractors, customers, and the communities that we service.

**Safety comes before profit and productivity.**

Our goal is to ensure that all projects operate under the safest possible conditions and as such, DRC maintains a robust in-house safety program. Headed by a dedicated team of Project Managers and Regional Managers, DRC's programs and practices include:

- Morning project safety toolbox meetings
- Weekly "better ideas for improvement" meetings
- Weekly formal safety meetings
- Constant safety training certifications
- Safety recognition through our "challenge coin" award program

DRC follows all OSHA regulations and other federal and state agency guidelines when conducting an operation. DRC's Corporate Safety Plan includes Safety Plans and Policies, an Accident Prevention Plan and a Substance Abuse Policy. It is the policy of this organization to provide and maintain work environments and procedures which will:

1. Safeguard public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities;
2. Avoid interruptions of Government operations and delays in project completion dates; and
3. Control costs in the performance of this contract.

Operational safety, health, and accident prevention measures will be in effect and reinforced daily by all active personnel. These measures and procedures will be reiterated weekly during planning meetings, or as needed.

Immediate action will be taken to correct any safety deficiency while maintaining the utmost respect for all members of our workforce. All actions will be documented and the safety of citizens will be considered vital.

#### Training programs include:

- Smith System Driver Training
- Hazardous Materials Training
- Demolition Safety
- Asbestos Abatement Training
- Power Line Awareness
- Hazardous Communication
- Lockout/Tagout
- Fire Prevention Training
- Environmental Management Planning



# Tab 3: Company's Management Plan

Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend County



## Accounting and Document Management

DRC's invoicing procedure is as follows:

- Load tickets are received, logged, and then scanned into DRC's database system. Tickets are then entered and audited for accuracy.
- Invoice is worked up along with the ticket data backup.
- The reconciliation process then takes place with either the Monitoring Firm or the reconciliation contact with the County (if there isn't a Monitoring Firm).
- Once the invoice and ticket data has been 100% reconciled, the Monitoring Firm, or the reconciliation contact with the jurisdiction, then recommends the invoice to FEMA for payment.
- Frequency: The invoicing is usually done on a weekly basis

DRC maintains a fully-staffed, fully operational Data Center at its headquarters all year. The Data Center is staffed by experienced and professional personnel with extensive knowledge of recording, reporting, contract, and reimbursement requirements. The Data Center is equipped with state-of-the-art information technology and is prepared to meet and exceed the reporting requirements of each client. All servers and networked computers are backed up both on and off-site every day. The emergency nature of DRC's work requires that the Company remain on-line and in contact across its network at all time. As such, DRC owns a Kohler diesel full building, full service generator to ensure uninterrupted power at its headquarters.

**"In all disaster, DRC has in a timely manner has submitted invoices, records, complied with FEMA requirements, work in a safe manner, and were very responsive to the City's needs."**

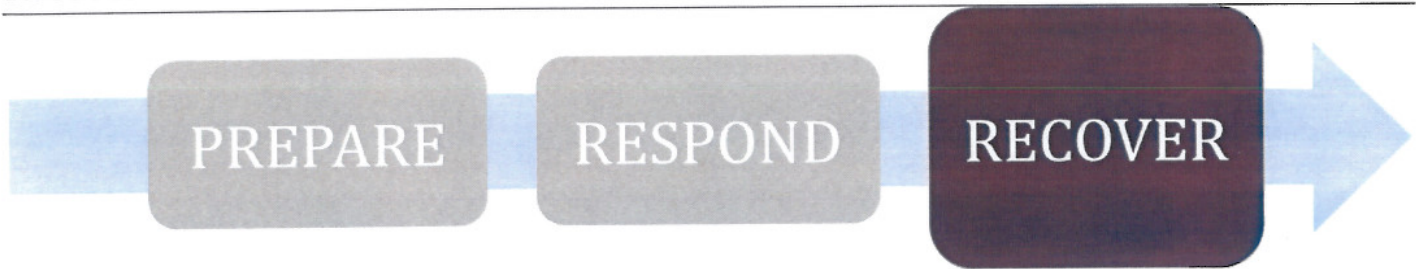
— Taylor Shelton, P.E., City of Port Neches



# Tab 3: Company's Management Plan

Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend

## Recover



- *Demolition*
- *Private Property Debris Removal*
- *Canal and Waterway Restoration*
- *Marine Debris Removal*
- *Beach Restoration*
- *Marine Salvage*
- *Vertical Construction*
- *Temporary Housing*
- *Community Construction*

Many of the elements of work shown above can be categorized as a recovery functions, although some, if not all, could be performed simultaneously with the debris mission. Of those listed above, marine debris removal, marine salvage and beach restoration have been previously addressed under the Response phase of operations.

Effective recovery requires a comprehensive effort of all phases that enable logical and efficient execution. The subsequent functions outlined below are all steps in a model that must be executed intelligently and with real-world experience. DRC Emergency Services, LLC, SLS and Callan Marine comprise a core of companies under single ownership that excel at providing a turn-key approach to total disaster management. We stand alone in the industry as the only provider of these services.



DRC's sister Company, SLS, is a prominent post disaster Temporary Housing provider. From turnkey temporary trailer facilities to massive man camps designed to house and feed thousands, SLS has designed and performed most all post disaster applications. SLS pioneered the current FEMA S.T.E.P. program during the aftermath of Hurricane Sandy in New York. The Program in New York was called "Rapid Repair" and a similar program in Baton Rouge was called "Shelter at Home". These programs are designed to perform essential elements of restoring damaged single- family residences and return homeowners back into their homes quickly. As an additional positive result, the cost of the typical S.T.E.P. program is approximately 20% the cost of placing a displaced Family into a trailer or similar structure. Rapidly returning displaced families to their homes provides a sense of community and normalcy to the affected citizens.

# Tab 3: Company's Management Plan

Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend County



In anticipation of Hurricane Florence's impact on the East Coast, SLS was activated by the Virginia Department of Emergency Management to provide emergency shelter services for the state of Virginia and surrounding state evacuees.

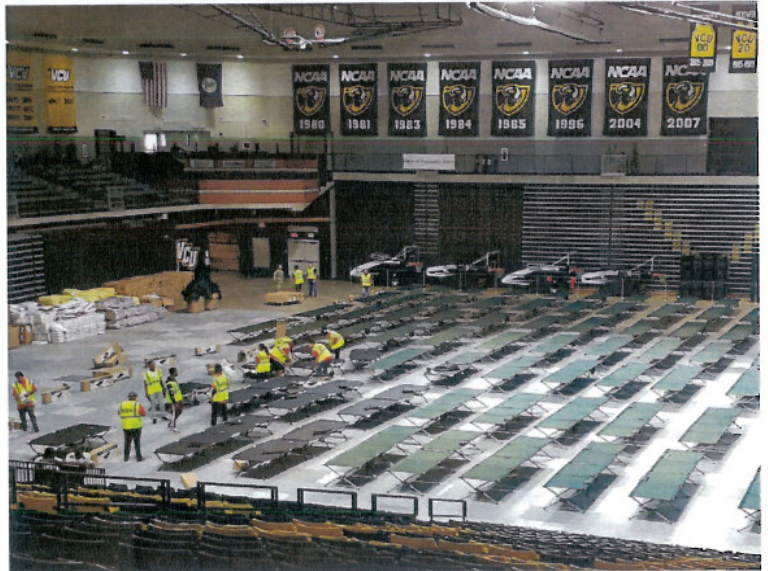
**Project specs:**

**Location:** Richmond, Williamsburg, and Newport News, Virginia

**Client:** State of Virginia

**Type:** State of Virginia

**Units:** 5,775 beds in three locations



DRC's sister Company, Callan Marine is a highly-specialized construction firm capable of providing, design, engineering, management and construction services such as:

- ☉ Marine debris management and removal
- ☉ Offshore and inland dredging
- ☉ Shoreline protection
- ☉ Beach re-nourishment
- ☉ Port/Dock facility construction
- ☉ Wetlands construction
- ☉ Marine protection mitigation and improvements



Callan Marine has dredged thousands of miles of waterway in the Gulf Coast region to keep our customers productive.



# Tab 3: Company's Management Plan

Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend

## EXPERIENCE WITH FEMA REIMBURSEMENT

Having participated in every major disaster for the past 30 years, DRC has an unparalleled record for providing jurisdictions the maximum reimbursement rate granted by FEMA. **Our record serves as a testament to DRC's ability to perform within the strict guidelines established by our Federal Government, as well as our ability to attract and maintain well trained and principled personnel.**

### *Adherence to Policy Changes*

DRC Emergency Services strives to continuously stay ahead of any changes in FEMA policy and guidance that may affect our Clients. DRC, immediately implemented internal measures to ensure that our clients, and prospective clients, were prepared to be fully compliant with this guidance. DRC carefully reviewed scopes of service, terms of inclusion, evaluation, pricing models, and other key components for any items which may have been deemed non-compliant relative to the new guidance.

### **Project Worksheet and Application Process**

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 (equal to or less than \$120,000 after 2/24/2014) are written by local governments and large projects (greater than \$120,000 after 2/24/2014) are written by FEMA. Debris removal projects, which make up the majority of 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.

DRC can assist our clients with completing any and all documents necessary for FEMA reimbursement. These efforts may include:

- 🌐 The timely completion and submittal of reimbursement requests.
- 🌐 Preparation and submittal of any and all necessary cost substantiations.
- 🌐 Preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

### **Initial Damage Estimate**

In order to accurately collect information necessary for the FEMA project worksheet, DRC routinely conducts initial damage estimates with the help of its municipal client. These assessments are calculated by taking a representative sample (typically four linear miles in various parts of the jurisdiction) and calculating the amount of debris within those sectors. This amount of debris is multiplied by the number of total street miles within the jurisdiction to determine preliminary damage (expressed in cubic yards). To reinforce this estimate, DRC commonly uses an aerial view to determine if any anomalies are present within the affected jurisdiction.

# Tab 3: Company's Management Plan

Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend County



## Immediate Needs Funding

The purpose of Immediate Needs Funding is to provide applicants with funding for urgent needs without burdening them with extensive paperwork during peak crisis operations. The maximum amount of INF an applicant can receive is 50% of the emergency work estimated in the Preliminary Damage Assessment (PDA). Eligible emergency work typically includes debris removal, emergency protective measures, and removal of health and safety hazards. INF is not intended for emergency work projects with Special Considerations or projects that will take more than 60 days to complete. INF is only designated for emergency work costs such as overtime payroll, equipment expenses, temporary employee payroll, materials purchased, equipment rented, and contractor payments. INF is placed in the State's account within days of the disaster declaration and ensures that the immediate needs of the applicant are met. DRC is available to help a jurisdiction obtain an INF if necessary.

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We are committed to the people and communities we serve. No matter the project, we approach our work with the goal of bettering our clients' lives.

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# Tab 3: Company's Management Plan

## Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend

### EMPLOYMENT OF LOCAL & MINORITY CONTRACTORS

DRC maintains one of the industry's largest network of pre-screened and fully qualified subcontractors, including local and preferred vendors. DRC's subcontractors are evaluated extensively, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost.

The use of local resources is vitally important to a successful disaster recovery operation. Because of its importance, we have developed a vast network of subcontractors that are uniquely qualified and meet all operational requirements envisioned under this RFP.

Throughout its history, DRC has maintained strong relationships with local vendors and subcontractors. We pride ourselves on facilitating local involvement during recovery efforts and encourage local knowledge and experience. DRC has assembled a cadre of thousands of subcontractors which includes SBE, MBE, WBE, HUB Zone, 8(a), and VOSB (including Service-Disabled VOSB) contractors. DRC has established procedures nationally recognized in the area of community outreach as discussed below.

#### Proposed Subcontractors

DNR Group, Inc. Glenn Nelson 12246 River Road St. Rose, LA 70087 504-451-2368 Percentage of work: 40%	Hemisphere Construction, LLC (MBE) Deavin R. Stubblefield P.O. Box 14561 Houston, TX 77221 832-427-2404 Percentage of work: 5%	NOLA Construction (MBE) Health Butler 7722 Moondance Lane Houston, TX 77071 281-217-5802 Percentage of work: 5%
RPF Emergency Services, LLC Hunter Fuzzell 2903 7th street Tuscaloosa, AL 35401 205-345-6060 Percentage of work: 40%		Isani Consultants L.P. (MBE) Bobby Singh 3143 Yellowstone Blvd Houston, TX 77054 713-854-0506 Percentage of work: 10%

#### Local S/M/WBE Resource Program

DRC reaches out to local subcontractors and small, minority and women-owned business enterprises (S/M/WBE). While DRC maintains a current, active subcontractor list, we also have experience utilizing such enterprises as:

- Governmental databases
- Local, regional and national SBE compliance departments
- Client and vendor references
- Direct mail community outreach.

Upon receipt of Notice of Award, DRC will make contact with local governments and SBE Resource offices to schedule an informational and technical assistance workshop for potential vendors and businesses. The workshops provides:

- "hands on" technical assistance to a variety of companies
- matches S/M/WBE contractors with other companies in order to strengthen their competitive position

DRC is committed to ensuring that local companies are made aware of all potential contracting and partnership opportunities.

# Tab 3: Company's Management Plan

Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend County



A direct mail program may be conducted in order to target potential companies and minority business organizations that are listed with the Office of Minority and Women Business Enterprise. The mailer will provide information as well as an 800 number (888-721-4DRC) for interested individuals and companies requiring bi-lingual assistance. Subcontractors can also log onto [www.drcusa.com](http://www.drcusa.com) to upload their experience, qualifications and certifications for inclusion in our subcontractor database.

From our extensive experience with subcontractors, DRC knows the importance of establishing strict guidelines for performance and safety standards. All subcontractors will be screened for qualifications and safety compliance prior to being offered a contract with DRC. Additionally, at the discretion of the contracting agency, all subcontractors will be approved prior to beginning work. Our sample Subcontractor Agreement details the scope of work and responsibilities of each subcontractor.

The Subcontractor Agreement also commits the subcontractor to all governmental regulations and requirements. All subcontractor equipment will be inspected and properly maintained and all personnel certifications and safety courses will be on file and renewed or updated as needed.

In addition to stringent qualifications standards, DRC requires the following summarized items from subcontractors:

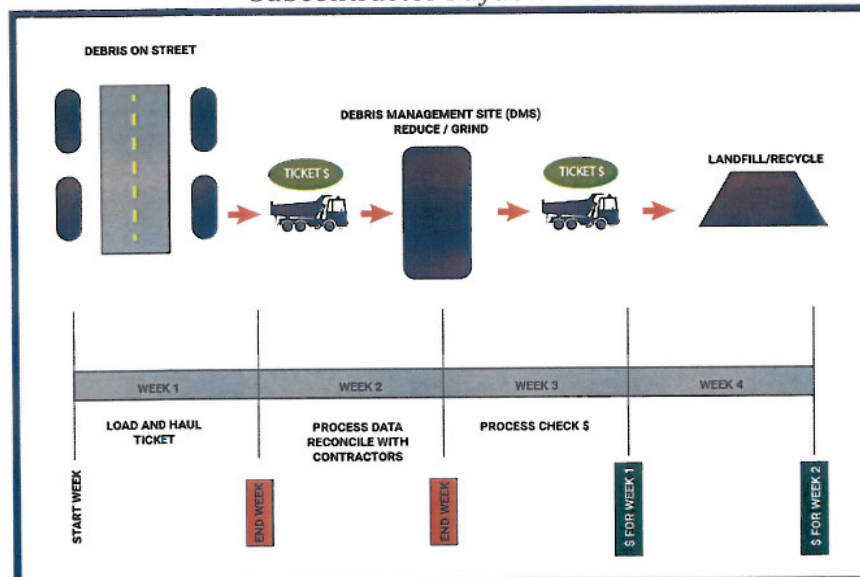
- Compliance with all DRC safety plans.
- Ability to meet liability and automobile insurance requirements (these may vary from contract to contract).
- Compliance with governmental employment regulations, unemployment compensation and workman's compensation laws.
- Completion of a subcontracting agreement specifying the scope of work, terms and conditions, pricing, liability requirements and any hold harmless agreements.

Per the requirements of each awarded contract, DRC will meet or exceed project goals regarding small business participation. Rebuilding your community with the assistance of local resources is a core mission of DRC. As such, DRC will continue to maintain a comprehensive list of qualified subcontractors ready for deployment.

## Prompt Payment of SMWSDVBs

In addition to occasionally assisting SMWSDVBs with operating startup costs, DRC has a 20 plus year history of paying subcontractors on a weekly basis. It is our intention to both facilitate the involvement of these subcontractors and ensure their economic viability and profitability.

Subcontractor Payable Chart





## Tab 3: Company's Management Plan

Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend

### *Affirmative Action/ Equal Opportunity Policy*

DRC is an equal employment opportunity employer. Employment decisions are based on merit and business need, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. DRC complies with the law regarding reasonable accommodation for handicapped and disabled employees. DRC's President has issued the following policy:

DRC recognizes the value of hiring a diverse group. Due to the nature of our work and the fact that we provide services worldwide, we find it necessary and advantageous to employ a number of persons from various countries who are of different races, religions and ethnic groups. In addition, we believe work force diversity may provide a significant market advantage.

It is the policy of DRC to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). DRC will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. DRC will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on DRC.

Equal employment opportunity notices are posted as required by law. Management is primarily responsible for seeing that DRC's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. Any employee, including managers, involved in discriminatory practices will be subject to termination.

# EXHIBIT B

**Fort Bend County RFP 19-040**

**Type Vendor Name below:**  
**DRC Emergency Services, LLC**

**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	\$9.15
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	\$9.15
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	\$9.15
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	\$9.15
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	\$9.95
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	\$10.45
7.0 Pickup C&D debris from Public Property or Public Rights-of-Way and hauling to a designated TDSR Site or to a Disposal Facility 31.0 to 60.0 miles away (one-way miles). (Trips with one-way miles in excess of 60 miles compensated at the rate quoted in Item 8.0).	CY	\$10.45

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	\$10.45
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	\$150.00
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	\$425.00
*11.0 Loading, hauling and dumping of uprooted stumps from trees that are 24inches or greater to 36 inches with root ball.	Each	\$45.00
12.0 Loading, hauling and dumping of uprooted stumps from trees that are 37-48 inches with root ball.	Each	\$75.00
13.0 Loading, hauling and dumping of uprooted stumps from trees that are 49 inches and larger with root ball.	Each	\$95.00
14.0 Removal of hazardous hanging limbs greater than 2 inches in diameter.	Each	\$75.00
15.0 Removal of hazardous standing trees greater than 6” up to 12” in diameter.	Each	\$30.00
16.0 Removal of hazardous standing trees 13” – 24” in diameter.	Each	\$75.00
17.0 Removal of hazardous standing trees 25” – 36” in diameter.	Each	\$140.00
18.0 Removal of hazardous standing trees 37” or larger in diameter.	Each	\$245.00
19.0 TDSR Site operation as described in RFP for grinding services.	CY	\$5.65
20.0 TDSR Site operation as described in RFP for air curtain incineration services	CY	\$4.54
21.0 TDSR Site operation as described in RFP for C&D and mixed debris services	CY	\$7.03

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	\$1.00
Item/Description	Unit	Unit Price
23.0 Household Hazardous Waste	Pounds	\$10.95
24.0 White Goods	Each	\$45.00
25.0 Freon Removal	Each	\$45.00

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:  
**DRC Emergency Services, LLC**

**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	\$205.00	\$80.00	\$285.00
Air Curtain Refractory Incinerator	\$205.00	\$80.00	\$285.00
Bobcat Loader	\$85.00	\$40.00	\$125.00
Bucket Truck w/Operator	\$155.00	\$40.00	\$195.00
Chipper/Mulcher (8" throat)	\$185.00	\$40.00	\$225.00
Chipper/Mulcher (12" throat)	\$235.00	\$40.00	\$275.00
Crash Truck w/Impact Attenuator	\$105.00	\$40.00	\$145.00
Crew Foreman w/Cell Phone and Pickup	\$0.00	\$70.00	\$70.00
Dozer, Tracked, D5 or similar	\$110.00	\$40.00	\$150.00
Dozer, Tracked, D6 or similar	\$160.00	\$40.00	\$200.00
Dozer, Tracked, D7 or similar	\$185.00	\$40.00	\$225.00
Dozer, Tracked, D8 or similar	\$195.00	\$40.00	\$235.00
Dump Truck, 18 CY-20 CY	\$65.00	\$40.00	\$105.00
Dump Truck, 21 CY-30 CY	\$75.00	\$40.00	\$115.00
Generator and Lighting	\$65.00	\$0.00	\$65.00
Grader w/12' Blade	\$110.00	\$40.00	\$150.00
Hydraulic Excavator, 1.5 CY	\$130.00	\$40.00	\$170.00
Hydraulic Excavator, 2.5 CY	\$140.00	\$40.00	\$180.00
Knuckleboom Loader	\$185.00	\$40.00	\$225.00
Laborer w/Chain Saw	\$0.00	\$45.00	\$45.00
Laborer w/small tools, traffic control, flag person	\$0.00	\$45.00	\$45.00
Lowboy Trailer w/Tractor	\$110.00	\$40.00	\$150.00
Log Skidder	\$110.00	\$40.00	\$150.00
Mobile Crane (Adequate for hanging limbs/leani	\$185.00	\$40.00	\$225.00

Equipment Type	Hourly Equipment Rate	Hourly Labor Rate	Total
Operations Manager w/Cell Phone and Pickup	\$0.00	\$90.00	\$90.00
Pickup Truck, .5 Ton	\$40.00	\$0.00	\$40.00
Soil Compactor 81 HP+	\$110.00	\$40.00	\$150.00
Soil Compactor 80 HP	\$60.00	\$40.00	\$100.00
Soil Compactor, Towed Unit	\$35.00	\$40.00	\$75.00
Stump Grinder 30" diameter or less	\$235.00	\$40.00	\$275.00
Stump Grinder greater than 30" diameter	\$285.00	\$40.00	\$325.00
Traffic Control, Temporary Single Lane Closure	\$65.00	\$80.00	\$145.00
Traffic Control, Temporary Road Closure	\$85.00	\$80.00	\$165.00
Tree Climber s/Chainsaw	\$10.00	\$80.00	\$90.00
Truck, Flatbed	\$100.00	\$40.00	\$140.00
Tub Grinder, 800 to 1,000 HP	\$365.00	\$80.00	\$445.00
Waste Collection Rear Loader Truck	\$155.00	\$40.00	\$195.00
Water Truck	\$85.00	\$40.00	\$125.00
Wheel Loader, 2.5 CY, 950 or similar	\$145.00	\$40.00	\$185.00
Wheel Loader, 3.5 – 4.0 CY, 966 or similar	\$155.00	\$40.00	\$195.00
Wheel Loader, 4.5 CY, 980 or similar	\$135.00	\$40.00	\$175.00
Equipment Type	Equipment	Rate	Total
Other – Please List	N/A	N/A	N/A
	N/A	N/A	N/A
	N/A	N/A	N/A
	N/A	N/A	N/A
	N/A	N/A	N/A
	N/A	N/A	N/A
Long Stick excavator	\$245.00	\$40.00	\$285.00
Barge - Price per Day	N/A	N/A	\$4,000.00
Sand collection from ROW. Haul to TDSRS, screen and stockpile on site. Price per cubic yard	N/A	N/A	\$17.85/CY
Base Camp Services	N/A	N/A	Cost plus 20%
	N/A	N/A	N/A
	N/A	N/A	N/A

	N/A	N/A	N/A
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