

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

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

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

**WITNESSETH**

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

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

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

**AGREEMENT**

**Section 1. Scope of Services**

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

**Section 2. Personnel**

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

### **Section 3. Compensation and Payment**

- A. The maximum rates for the performance of services are identified in Exhibit B to this Agreement. In no case shall the amounts paid by County under this Agreement exceed the maximum rates without an agreement executed by the parties.
- B. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by the Fort Bend County Emergency Management Director, which is the County Judge.
- C. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.
- D. Invoices presented to the County will be less a 10% retainage. Payment retainage will not be released until all debris sites have been closed and remediated and proof that all subcontractors have been paid in full.
- E. Payment:
  - 1. Payment for debris hauled will be based on the quantity of debris hauled in truck/trailer measured cubic yards and the distance hauled from the loading area to the TDSR site or final disposal site. The County will utilize standardized mapping (ex. Google Maps, Map Quest, etc.) to determine shortest route distance. Debris hauled to a TDSR site will require a validated load ticket provided by the TDSR site contractor. Drivers will be given load tickets at the loading site by a loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the TDSR site by a County TDSR site monitor. The estimated quantity will be recorded on the load ticket. The TDSR site monitor will retain one copy of the load ticket and the driver will retain two copies of the load ticket. Debris being hauled to a permanent disposal site will be paid based on cubic yards and the distance hauled recorded on an approved load ticket. Payment will be made against the contractor's invoice once site monitor and contractor load tickets or scale tickets match. The contractor must provide a five (5) part NCR load ticket preprinted with Fort Bend County. A sample debris load ticket is provided in Exhibit E.
  - 2. Contractor invoices for services performed under the first and subsequent Task Orders, should be presented for payment to the Debris Management Center. Each invoice shall address only one Task Order to facilitate payment.
  - 3. Contractor to submit invoices regularly and for no more than 30-day periods.

#### **Section 4. Limit of Appropriation**

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

#### **Section 5. Time of Performance**

- A. Immediately following the mobilization Task Order being issued, Contractor shall meet with County's Debris Manager to discuss matters of judgment, safety, quality control, coordination, payment, record keeping, and reporting.
- B. At each vegetative debris reduction site, the contractor is required to grind a minimum of 200-250 cubic yards per hour per grinder with a maximum of 6 hours of down time for service per 24 hours. The minimum required reduction/disposal rate shall be achieved no later than the third calendar day after receipt of the mobilization Task Order. Liquidated damages shall be assessed at \$500.00 per calendar day for any day in which the minimum processing rate is not met, unless non-compliance is due to insufficient debris amounts being delivered to the site.
- C. All work, including site restoration prior to close-out, shall be completed within 30 calendar days after receiving notice from the Debris Management Center that the last load of debris has been delivered, unless the Debris Manager initiates additions or deletions to the contract by written change orders. Liquidated damages shall be assessed at \$1,000.00 per calendar day for any time over the maximum allowable time established above.
- D. Unless directed otherwise by the Debris Management Center, the contractor shall conduct volumetric reduction operations 24 hours per day, 7 days per week. Hauling of debris from public rights-of-way and public property will be limited to day-light hours, 7 days per week.

#### **Section 6. Modifications and Waivers**

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

#### **Section 7. Term and Termination**

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



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

#### **Section 8. Ownership and Reuse of Documents**

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

#### **Section 9. Inspection of Books and Records**

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

#### **Section 10. Insurance**

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

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

#### **Section 11. Performance and Payment Bond**

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

#### **Section 12. Indemnity**

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

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

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

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

### **Section 13. Confidential and Proprietary Information**

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

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

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

#### **Section 14. Independent Contractor**

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

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

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

**Section 15. Notices**

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

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

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

Contractor: Ceres Environmental Services, Inc.  
ATTN: Dawn Brown, Assistant Corporate Secretary  
9945 Windfern Road  
Houston, Texas 77064

- 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 that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, 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

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

\_\_\_\_\_  
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

CERES ENVIRONMENTAL SERVICES, INC

  
\_\_\_\_\_  
Tia Laurie, Corporate Secretary

5/31/19  
\_\_\_\_\_  
Date

#### AUDITOR'S CERTIFICATE

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

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

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Exhibit A:     Scope of Service  
Exhibit B:     Pricing

# EXHIBIT A



## **SERVICES TO BE PROVIDED PURSUANT TO RFP 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 reseeded, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition. The second element is site operations and material processing.



- 4.8.3 Additional guidance on the procedures for TDSR site setup, operation and close out are provided in Exhibit G.
- 4.8.4 The contractor shall provide equipment, operators, and laborers for TDSR site operations as specified by Task Order. Unit prices provided in the Price Form, Part A, shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, and insurance) all equipment under this contract.
- 4.8.5 All rates shall include the cost of protective clothing (to include hardhats, steel-toed boots, reflective vests, eye protection, etc.), fringe benefits, hand tools, supervision, transportation, and any other costs.
- 4.8.6 The work shall consist of managing the operations of a TDSR site and performing debris reduction by air curtain incineration and/or grinding of storm generated debris as directed by the Debris Manager, and recycling of marketable material by the contractor.
- 4.8.7 The County plans to use only vegetative TDSR sites that will be devoted to the reduction of clean woody debris by either burning or grinding, if the disaster is related to a hurricane or other major storm event.
- 4.8.8 Mixed debris and Construction & Demolition (C&D) debris will be hauled directly to a County identified temporary transfer point or authorized disposal sites. All currently authorized disposal sites are shown in Exhibit H. Additional sites may be identified as work progresses.
- 4.8.9 The establishment of C&D TDSR sites, to operate as transfer points, will be authorized if the situation involves other types of man-made or natural disasters with greater volumes of C&D debris.
- 4.8.10 Material coming into the vegetative TDSR sites will be measured and paid for by the inbound truck measured in cubic yard according to the Price Form, Part A.
- 4.8.11 Locations of all TDSR sites will be provided by the Debris Management Center and currently identified sites are shown in Exhibit D. The Debris Manager must approve site improvements before work begins. No additional costs, other than those in the Price Form, are permitted.
- 4.8.12 When performing a Task Order using Part B Hourly Prices, the contractor shall submit a report to the Debris Manager by 11:00 a.m. each business day, for the previous day's work for the term of the Task Order. A sample Task Order is provided by Exhibit I. Each report shall contain, at a minimum, the following information:

- ›Contractor's Name
- ›Contract Number
- ›Task Order Number
- ›Daily and cumulative hours for each piece of equipment, if appropriate
- ›Daily and cumulative hours for personnel, by position, if appropriate
- ›Volumes of debris handled
- ›Volume of debris burnt, ground and/or recycled

- 4.8.13 Failure to provide audit quality information will subject contractor to non-payment in each instance at the sole discretion of the Debris Manager.
- 4.8.14 The contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the contractor. Additionally, the contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 4.8.15 The contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.
- 4.8.16 The County will not provide to the contractor potable water, sewage treatment, fuel, electricity, other utilities, or other personnel, materials or equipment deemed necessary to operate the vegetative debris volume reduction or temporary C&D debris storage site(s).
- 4.8.17 The contractor shall provide utility clearances and sanitation facilities, if needed. The contractor shall protect existing infrastructure at the sites and repair any damage caused by his operations at no additional cost.
- 4.8.18 The contractor shall be responsible for installing site security measures and maintaining security for operations at the site.
- 4.8.19 The contractor shall manage the site to minimize the risk of fire.
- 4.8.20 The contractor shall be responsible for the closure of the TDSR site(s) within 30 calendar days of receiving the last load of disaster-related debris. This closure shall include removal of site equipment, debris, and all remnants from the processing/storage operation (such as temporary toilets, observation towers, security fence, etc.), and grading the site, and restoring the site to pre-work conditions. The site will be restored in accordance with all local requirements. The contractor is responsible for the proper disposal of non-burnable and unprocessed debris and wood chips. Disposal of the hazardous waste debris and home/office electronic devices is not the responsibility of the contractor under this contract. The disposal of hazardous waste debris and home/office electronic devices is

to be coordinated through the Debris Management Center. The contractor shall receive approval from the Debris Manager as to the final acceptance of a site closure. Final payment shall be released to the contractor upon acceptance of the site by the Debris Manager.

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

4.9.1 The County provides debris management, including the clearance (moving debris from the middle of the road, etc.) of debris from public rights-of-way and public property. The County and JRJ intend to perform debris clearance for access with their own forces or under existing contractual agreements between the JRJ and contracted firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner.

4.9.2 This debris clearance is to be considered a supplemental service. It is anticipated that debris clearance activities would be conducted, if needed, on a time and material basis with a limit of 70 hours using the rates in the Price Form, Part B.

**5.0 MISCELLANEOUS REQUIREMENTS:**

5.1 TDSR Site Foreman

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

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

5.2 TDSR Site Night Foreman

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

5.2.2 The TDSR site night foreman will be responsible for documenting equipment and labor time, quantities of materials processed, and providing

the daily operational report to the contractor's Operations Manager, for further delivery to the Debris Manager.

### 5.3 TDSR Site Management Plan

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

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

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

### 5.4 Inspection Tower

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

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

## 5.5 Household Hazardous Waste Containment Area

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

## 5.6 Private Property Access

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

## 5.7 Recycling Program

- 5.7.1 Fort Bend County will consider the recycling programs that are available in the County in the process of assigning the contractor to use specific disposal locations. Recycling of construction and demolition (C&D) debris, through material salvage, and recycling of clean, woody debris by mulching and composting is within the County's Solid Waste mission and will be pursued to the extent practicable.
- 5.7.2 Recycling of debris removed by the contractor is encouraged. The contractor may be able to assume ownership of the debris upon collection and removal from public rights-of-way or public property. Ownership of the debris may be transferred to the contractor in whole or in part, and in either case, the following conditions will apply:
  - 5.7.2.1 The TDSR sites may be available for use by the contractor in the recycling efforts. However, the availability and environmental permitting will not be extended for TDSR sites beyond that required for normal debris reduction and disposal activities.
  - 5.7.2.2 The sale of marketable timber, chips, mulch and other recyclable materials is authorized.

## 5.8 Debris Collection Efficiency/Cleanliness

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

## 5.9 Damages to Public or Private Property

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

## 5.10 Debris Removal from Drainage Systems

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

## 5.11 Tree and Limb Removal with Specialized Equipment

5.11.1 The contractor may be required to remove hazardous hanging limbs and branches that have not completely fallen to the ground and hazardous leaning or damaged trees that are still standing. The determination of the existence of a hazardous situation is the responsibility of the Debris Manager and direction to proceed and pricing will be handled in a similar

manner as Debris Removal from Drainage Systems. The contractor shall perform each scope of work under an approved Task Order.

## **5.12 Removal of Hazardous Stumps**

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

## **6.0 HOUSEHOLD HAZARDOUS WASTE:**

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

## **7.0 RIGHT-OF-WAY WHITE GOODS DEBRIS REMOVAL:**

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

## **8.0 FREON REMOVAL:**

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



## **9.0 ADDITIONAL CONSIDERATIONS:**

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

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

- 10.1 The contractor shall be responsible for reporting to the Debris Management Center and cleaning up all petroleum, oil, lubricant (POL) spills caused by the contractor's operations at no additional cost.
- 10.2 Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable federal and local laws and regulations.
- 10.3 Spills other than on-the-site shall be reported to the National Response Center, and the Debris Management Center immediately following discovery. A written follow-up shall be submitted to the Debris Management Center not later than 7 days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:
  - Description of the material spilled (including identity, quantity, etc.).

- Determination as to whether or not the amount spilled is EPA/State reportable, and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.
- Receiving stream or waters.
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedures initiated.
- Summary of all communications the contractor has had with press or other officials.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- Corrective actions taken to prevent reoccurrence of similar event.



February 15, 2019

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

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

Due: February 19, 2019 at 2:00 PM CT

Dear Evaluation Team:

We are pleased to submit the enclosed proposal for **Fort Bend County RFP 19-040 Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites**. Ceres Environmental Services, Inc. is an experienced disaster recovery and government contracting firm capable of providing personnel, equipment and resources to rapidly and efficiently respond to a disaster recovery event. Our services include debris removal and segregation, demolition and hazardous material management, debris reduction and site management, and the collection/generation of FEMA-required project documentation.

Ceres was activated by various jurisdictions throughout North and South Carolina, Florida, and Georgia as a result of Hurricanes Florence and Michael in 2018. Ceres was also activated in 14 Georgia counties by the U.S. Army Corps of Engineers. We had personnel in place prior to the storms making landfall in order to help our best prepare and are proud to continue our tradition of being **PROVEN, RESPONSIVE, READY**.

In 2017, Ceres responded to more than 30 jurisdictions following disasters ranging from floods to hurricanes to tornados. Ceres responded to seven Texas cities following Hurricane Harvey; during the same timeframe, Ceres performed Hurricane Irma recovery efforts throughout the state of Florida. In 2016, Ceres was already working in Louisiana following heavy rains and flooding when Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other yet we responded to all of our affected clients swiftly and efficiently.

Our 20-acre recycling center and equipment facility in Houston, TX, located about **40 miles from Fort Bend County**, provides an excellent location from which to manage our post-disaster work in Fort Bend County. Other permanent offices for Ceres give us good geographical dispersion. Those offices are located in Sarasota, FL and Brooklyn Park, MN. Ceres' multiple locations ensure that, even if an event affects our Texas location, other offices will swiftly take over to meet the needs of the County. Ceres also has servers storing company documents in multiple locations throughout the country. If one server is lost in an event the data will not be lost, and will not prevent Ceres from performing any work for any of its clients.

David A. McIntyre, Sole Shareholder and President; David Preus, Senior Vice President; Tia Laurie, Corporate Secretary; and Dawn Brown, Corporate Secretary have signature authority to bind the company and can all be reached by calling Ceres' toll free number (800) 218-4424.

We look forward to the opportunity to be your supplier of disaster recovery services.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dawn Brown", is written over a horizontal line.

Dawn Brown  
Assistant Corporate Secretary  
Ceres Environmental Services, Inc.

Enc.

TEXAS | FLORIDA | MINNESOTA

9945 Windfern Road | Houston, TX 77064 | OFFICE (800) 218-4424 | FAX (866) 228-5636  
[ceresenvironmental.com](http://ceresenvironmental.com)

### 3 COMPANY'S MANAGEMENT PLAN

#### 3.1 Ability to Manage Debris Sites

##### Debris Collection

Crews will be dispatched to begin work within two days, and according to the County's priorities and the removal schedule adopted in coordination with the County representative. At the direction of the Ceres field supervisor each assigned debris removal crew will service each assigned road or right of way. Daily meetings will be conducted at 7:00 AM between the County and Ceres. Zones and Sections will be identified and prioritized. Progress will be updated and reported to the County at the close of business each day. Additional passes will be conducted prior to project completion in agreement with the County or per contractual requirements, to ensure adequate time has been scheduled for residents to move their debris into the right of way.

A typical crew will be comprised of:

- One Knuckleboom Loader (or one 4-cubic yard wheel loader with grapple)
- One Bobcat with grapple
- Two laborers with chain saws and rakes
- Two flag persons
- One Foreman with cell phone and pickup truck (one foreman/ three crews)
- GPS Tracking and Navigation Aids
- Three hauling trucks or trailers (30 - 50 cubic yards). Additional/large capacity trucks may be added for longer hauls.



A Ceres self loader with a trailer making pickups from the ROW.

First preference will be given to hauling vehicles best suited to local conditions. Knuckleboom self loaders are efficient, but in areas with narrow streets or limited overhead clearance, they are too large to be effective. In tight areas, pickup trucks with dumping trailers minimize traffic disruption and potential damage. Crew and overall debris collection production will be monitored on a daily basis. The Project Manager will alter crew composition and overall number of crews as necessary. Self Loaders may work singly or in conjunction with dump trucks. In accordance with FEMA guidelines, hand-loading will not be allowed or tolerated in any circumstance. Ceres owns seven Self Loaders (Knucklebooms) and has access to many more through our subcontractors.

A minimum of one **Hot Spot Crew** will be assembled for each zone during this project. The crew(s) will commence operations within 24 hours of the notice to proceed. The typical crew will consist of:

- One Knuckleboom or self-loader
- Three Laborers (one sawyer and two Flagmen)

Work zones will move as the debris is cleaned up from the streets and boulevards. When the work zone is located on or near a heavily traveled roadway, it will require additional flag persons, additional signage, and/or assistance from local law enforcement agencies. The crew foreman will monitor the work zone and all other aspects of crew operation.

##### Hazardous Tree, Limb and Stump Removal

Ceres employs crews with professional tree climbers and aerial equipment such as bucket trucks to remove hazardous hanging branches and leaning trees ("hangers" and "leaners"). Ceres has performed this work on previous storms with an excellent safety record and with an excellent damage record. In response to

Hurricane Katrina, Ceres was responsible for trimming and removal of trees in all of Jefferson Parish, LA amounting to 18,599 trees.

### **Certification of Maximum Volume Capacity of Hauling Trucks/Trailers**

Prior to initial use, authorized Ceres personnel and Fort Bend County representatives will inspect hauling trucks. Only pre-approved trucks will be received at the DMS. Approval will include documentation of truck identification and insurance, safety requirements, and measured cubic yardage capacity. A unique approval number will be assigned to the truck and posted on the truck along with measured capacity. All units hauling debris are required to be “measured in” prior to commencement of work. The hauling unit/truck/trailer certification procedure is mandatory and will be administered by quality control representatives of Ceres and the County. A Truck Certification Log Sheet will be created for each hauling unit/truck/trailer. Unit specific information along with Year, Make, Model, Address, Photograph, License Plate information, Driver Name, and signatures will be recorded on the log. At this time, a unique identifier will be assigned to the unit. Truck Certification Logs will be maintained by Quality Control Staff. The log will be maintained and available to DMS inspection personnel regarding truck approvals, approval number, capacity, and other pertinent information.

The unique truck/trailer identification number and its maximum carrying capacity are written with permanent marker on Ceres placards that are mounted on both sides of the truck/trailer. Ceres uses pre-printed labels with our name and blocks for the assigned identification number and measured volume. These labels cannot be removed without destroying the label. All equipment is subject to further inspection by the County at any time during the project.



Placarding a truck.

### **Work Locations**

Dispatch records will be maintained for the duration of the project. Records will include date and time of dispatch, crew and unit identifier, and status of assigned section (In Progress, Completed). Typically, one contractor will be assigned to a given section. Sections may be comprised of individual developments or combinations thereof. Accurate and thorough Dispatch Logs enable the identification of any potential issues and the responsible party.

Prior to the assignment of sections to crews, each section/subdivision will be inspected by Ceres Field Personnel to ascertain the optimal crew configuration/type (Self Loader, Wheeled Loader with Dump Trucks, High Capacity Trailers, or other combinations of equipment). Classification of sections maximizes production and minimizes potential damage to property. Additionally, all supervisors will conduct weekly toolbox meetings and develop activity hazard analyses in compliance with the corporate Health and Safety Plan.

### **Field Management**

Regular and effective communications are critical to the rapid dissemination of appropriate and accurate data to both the County Management Team and the Ceres Management Team. As the project progresses, the needs of the County may change and resource requirements may need to be reassessed. The original plan, therefore, may need to be modified. In order to ensure effective and efficient execution of all field work, the Ceres team, from Site Managers up to the Project Manager, will meet on a daily basis. The Project Manager is responsible for coordinating the daily scheduling and dispatch of cleanup crews with the County and will meet with the designated representative on a daily basis. The Site Manager is responsible for management and operation of a reduction site, loading sites or any other work site. The Site Managers report directly to the Sector Manager, who reports to an Area Manager, who reports to a Project Superintendent, who reports to the Project Manager. Depending on the scale of a disaster, the number of managers assigned to the Ceres Team will vary depending on local conditions. Foremen at the reduction site(s) and for the collection and hauling activities are responsible for crew supervision and report to the Site Manager.



Each Site Manager ensures that their crew operates in an efficient manner and is responsible for documenting and inspecting work performed. Site Managers document safety meetings, equipment safety inspections, quantity and location of debris hauled, areas completed, and daily time sheets of personnel and equipment. Site Managers also monitor quality control issues such as completeness of cleanup and/or trimming and contract compliance.

The collection crew Foreman will be responsible for scouting future debris removal locations within the daily schedule set by the Program Manager. While scouting the zone, the Foreman's responsibilities include:

- Locating logical trucking routes.
- Identification of Sections by Crew Type/Composition.
- Locating and planning the control or elimination of hazards within the zone (such as high traffic areas). Preference will be given to Self Loaders to ease traffic congestion and minimize damage.
- Advising the Site Manager of any anticipated difficulties or hazards.
- Determining and obtaining resources necessary to ensure a steady workflow.

At the end of each shift, documentation of work completed will be tabulated by the administrative staff and used to schedule the next day's work activities. At this time, any daily reports required by the County will be produced.

### **Scheduling Control Debris Collection**

During post-award preparation the Project Manager obtains maps detailed enough to provide individual debris collection crews address block information. Maps will be divided and identified according to Districts, Sections, and Developments or Address Blocks. The Master Debris Management Map will be located in the Emergency Response Mobile Command Center. Individual developments or address block maps will be reproduced on 8.5" x 11" paper for use in crew dispatching. Each Site Manager will be provided a binder containing all of the development/address block maps for the event's entire area.

The Project Manager will be responsible for the assignment of Districts, Sections, and Developments or Address blocks to subcontractors and their respective crews. A written master assignment file will be maintained in the Emergency Mobile Command Center and will be updated as changes or additions are made. The dispatcher will be responsible for dispatching crews to their assigned areas utilizing the master assignment file. Subcontractors and their respective crews will not be permitted to have more than two open assigned areas. Communication between the subcontractors, their respective crews and the dispatcher will be via radio or telephone. Upon completion or near completion of an assignment, it is the responsibility of the crew leader or subcontractor to request an inspection. The dispatcher will forward this request to the debris collection superintendent or area manager for action. The debris collection superintendent or area manager will coordinate an inspection with a County designated representative.

Once an assignment has been completed and inspected, a new area will be given to the subcontractor. Depending on the size of the subcontractor and/or crew, areas may be as small as address blocks or developments up to portions or even entire Sections. Crews will not be permitted to leave their assigned area and move to another work area until all work is completed as required and the area inspected and authorization received from the Site Manager. The dispatcher is responsible for continually updating crew locations. At the end of each shift, the dispatcher will provide the field managers with a list of crews and their current locations. Subcontractors and crews are prohibited from collecting debris from outside of their assigned areas. The County field representatives will be provided updated crew assignments daily.

### **Description of a Typical Workday**

It will be the responsibility of the Sector Manager to schedule and coordinate the location of a particular crew and equipment necessary for its job function to its location through direction to the Field Supervisors. This will take place through schedule planning from the previous day. The Field Supervisor will notify members of the crew of the start time, specific job function, and location where he/she is to report. At the beginning of the day each field employee will sign in a daily time sheet, the location according to zone (if the zone changes during the course of the day the employee will document the new location), the phase of work he/she is performing, and the unit number and beginning hours of the piece of equipment that he/she is operating (if applicable). The employee responsible for loading trucks and truck drivers will keep a running tally of the loads they complete from each particular zone over the course of the day. It is then the responsibility of the field employee to perform an inspection of the piece of equipment and inform the crew Foreman so corrective actions may be taken. The inspection will be documented on a punch-list that is

supplied on the employee's daily report. After inspections and documentation are complete, the crew will begin removing the debris from their zone assigned.

Two flagmen will be placed on each end of the work perimeter to meter the flow of traffic into the work perimeter. If debris is to be moved across the roadway, the flagmen will stop all traffic. When the loading of a truck is completed, the flagmen will also stop traffic while the truck moves out of the controlled area. During the work, the flagmen will be equipped with two-way radios to coordinate the direction of traffic. Additional trucks staged for loading will all be stationed to the side of the roadway from which they will be loaded so they will not obstruct incoming traffic to the work perimeter. When loading is completed, the truck will leave the work area.

The trucks will be placed in single file to the rear of the Knuckleboom loader. As each truck in the queue is loaded and departs for the dump-site, the next truck in line backs up to the loading perimeter. The Knuckleboom loader will load from piles that are staged by two front-end loaders working ahead of the Knuckleboom loader to limit the amount of movement of the Knuckleboom loader during the course of the day. When self-loading trucks (self-loaders) are in use, those trucks will be directed to an appropriate location within the work perimeter where they can begin loading immediately.



The front-end loaders will stage the material from the area between the sidewalks and the street into staging areas on the side of the street. If the crew is working in a high traffic area then this method will not be incorporated – rather the staging will be done completely on one side then staged completely on the other side. When the Knuckleboom loader encounters material difficult to handle (such as chunk wood), the Front-end loader will assist in performing the loading.

Two laborers trained in the use of chain saws will assist the Knuckleboom loader. They will rake and clean up the area of the pile. When oversized material is encountered, the laborers will use chainsaws to reduce its size. The laborers will also assist the truck operators in staging for the Knuckleboom loader, notifying when loading is completed and for obstructions to and from the loading area.

The crew Foreman will be responsible for scouting future debris removal locations. He will utilize maps to locate the perimeter of the zone to which he is assigned. While scouting the zone, the Foreman's responsibilities will include:

- Locating logical truck routes.
- Plotting a logical and efficient direction for the crew.
- Locating and planning for hazards within the zone (such as high traffic areas).
- Notifying his Supervisor and Sector or Area Manager of hazards in a timely fashion so the hazard can be avoided if possible or mitigated if necessary.
- Identify plan for and obtain the necessary resources for a steady workflow in future locations of the work zone.

At the end of each shift, crew employees will complete their time sheet by entering in the time the shift ended, the ending hours on the equipment they utilized and the number of loads they either hauled or loaded. They will deliver this timesheet to the Foreman before leaving the shift. The Foreman will compile the labor information to a daily worksheet, along with Purchase Orders, trucking that was utilized and number of loads hauled, equipment utilization, and a briefing of the course of the day describing any problems that arose and solutions implemented, and areas worked. The Foreman will then turn in the reports for the day. The following topics will be discussed with the management team:

- Changes in time for completion
- Changes in cost objectives for the project
- Changes in operating policy
- Changes in the technical specifications for the projects



- Changes in methods
- Changes in needs
- Revised activity plan estimates
- Failure of suppliers or contractors to deliver on time
- Reassessment of resource requirements on individual activities
- Inability to utilize resources as planned
- Unexpected technical difficulties
- Unexpected environmental conditions
- Scheduling needs
- Performance of work per zone or region
- Unplanned costs
- Any problems or future problems pertaining to the project

After the meeting is adjourned, the Project Manager (PM) will collect all the data. The next business day the data received and the daily reports will be entered into a computerized database. These reports will be evaluated by the Disaster Response Business Unit Director and discussed with the CEO and the PM. The data will be used in weekly reports that itemize costs per region and code and weigh them towards the projected costs and schedules of the project. These reports will be submitted weekly to corresponding company divisions along with reports submitted to the County. It will be the responsibility of the PM to utilize the minutes of the daily meeting and the information from the reports to make daily assessments of the schedules of each individual crew. The PM will also have daily meetings with the County regarding performance and schedule issues of the project. This meeting will cover the customer needs of each zone, projected costs and scheduling of assigned zones, priority of zones, and work to be completed.

### **Geographic Area Management**

Every area has its own unique geographic characteristics that define the parameters of the response. An urban area, smaller municipalities, and rural areas offers different challenges to the successful completion of a disaster recovery mission. Traffic is always an issue that must to be addressed especially when working in and around waterways. Bridges are natural bottlenecks, and our experience has taught us, the less they are used during the transportation of the debris, the better. Ceres is always aware that our disaster recovery work is not the only thing utilizing the transportation system. Through the selection of strategically located DMS, our haul trucks should have minimal impact on these areas, as the haul zones are designed to keep the trucks working close to each DMS. In the successful completion of our Hurricane Katrina disaster recovery operation in Louisiana, we worked with all of these geographical characteristics and traffic never became an issue because the zone design and DMS locations worked together as intended. All impact sensitive areas, such as waterways, parks, forest land, and reserves will be dealt with in an environmentally appropriate manner.

### **Debris Management Sites**

Ceres will utilize the DMSs identified by the County. In the event that additional sites are required, Ceres will work closely with the County to secure leasing agreements and permitting for additional facilities. The state or local environmental authority would be notified and the required information submitted by Ceres.

Ceres will provide sufficient equipment and personnel to process, by burning or grinding, a minimum of 210 and up to 500 cubic yards of debris per hour per crew. Each DMS would generally include the following equipment:

- One Grinder, either horizontal or tub (depending upon needs/specs), and/or Air Curtain Incinerator
- Two Backhoes with grapples
- One Wheel Loader with rake
- One Wheel Loader with a light materials bucket for loading mulch
- One Maintenance Truck
- One Water Truck
- One Road Grader (optional)
- One Inspection Tower
- One Hazardous Materials Containment Area

- One Foreman with cell phone
- Four walking floor trucks (120 cubic yards) for hauling mulch
- Additional Equipment as determined by the Contract and Site Manager

### Equipment Inspections/Certifications

Prior to the initial use of any piece of heavy equipment, the operator and Site Superintendent will perform a thorough inspection. Any deficiencies noted at the time of this inspection will be addressed prior to allowing the equipment to be placed in service. Repairs or maintenance of company equipment are reported to the Equipment Manager and recorded on daily reports. Each inspection checklist is maintained on site and made available for review by government or company representatives.

Prior to use each day, the operator will perform an equipment inspection to ensure that major components are functioning properly and equipment has sufficient oil and fuel. Any deficiencies are reported immediately to the Site Superintendent for a determination of corrective measures. A copy of the deficiency report will be retained in a file marked "Follow-Up Safety Inspections" to ensure re-inspection of the item occurs immediately following the completion of corrective action. The follow up inspection will specifically address the deficiency and whether the corrective action taken is complete and satisfactory.

### Load Tickets and Reporting

Ceres uses preprinted, five-part carbonless, color coded load tickets. The tickets are available for use on this project if approved by the County. Each ticket has a unique serial number and ample space to record information such as: contractor, date, truck number, load size, driver, and type of material, origination, dumpsite, time, GPS Location, and inspector. Ceres uses a custom Access database program to record ticket information. The entry screen follows the format of the load ticket which greatly speeds up data entry. Tickets are easily verified and combined with a truck inspection table contained in the same database. One data entry clerk with minimal training can enter 700 load tickets (the equivalent of about 21,000 cubic yards) per day. Access also contains powerful report features that aid in ticket reconciliation and truck verification. Data is easily converted between Excel and Access for reporting purposes.

### Material Segregation



Due to the nature of these operations, material segregation is required in order to properly and efficiently process debris. Collection crews will segregate non-grindable debris to the maximum extent possible during collection and loading operations. The inspection tower will also assume responsibility for the segregation of loads containing contaminants or non-grindables. Those loads, which may contain debris ranging from white goods, household hazardous waste (HHW), e-waste, and other materials, will be segregated and sorted either manually or mechanically to remove the contaminants and then dumped in designated and appropriately lined/fenced areas at the DMS until final disposal.

Metal contaminants will be segregated and baled or otherwise processed for recycling. Concrete will be segregated and transported to a recycling facility and may be crushed prior to transport. Glass, plastic, and other materials will similarly be segregated and recycled to the maximum extent possible. Debris that cannot be processed or otherwise recycled will be disposed of at an approved and lawfully permitted construction and demolition final disposal site.

### DMS Traffic Control

Traffic control will be provided near the entrance to the staging area of this site. Traffic control personnel will be trained in the hazards and requirements of their duties and safety requirements and precautions. Compliance with the safety requirements of Ceres Accident Prevention Plan and EM 385-1-1 is mandatory; Personal protective equipment must be worn and traffic control (Stop/Slow) paddles used. Signage (per DOT and Uniform Traffic Control Devices) will be posted at distances of 500 and 1000 feet from the entrance to the site to warn other traffic in the area of the presence of trucks and traffic control personnel. The speed limit on the approach road to this site will be 10 mph, with a speed limit on the site haul road of

5 mph. Traffic control personnel will be responsible for directing traffic into and out of the site and for assisting haulers as needed to safely back trucks in for dumping in the debris staging area. Trucks WILL NOT back up to dump until so instructed by an assisting flag person and will not otherwise back up unless SPECIFICALLY instructed to do so by an operator. Trucks will space themselves at the dump location to allow sufficient space between trucks to facilitate safe dumping and maintain a safe zone around the truck of at least 20 feet. All equipment will be equipped with an operating backup alarm; equipment that does not have a functional alarm will be decommissioned until the necessary repairs are completed.



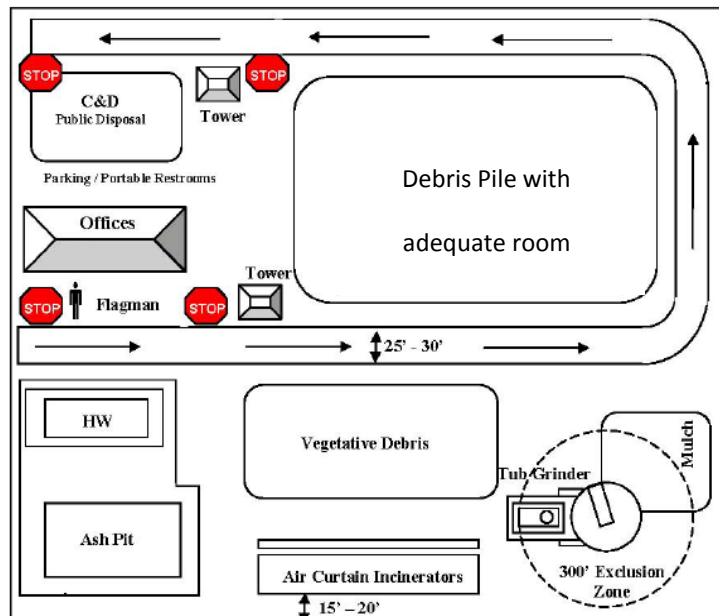
*An Aerial view of a DMS used by Ceres in the past and its site layout plan.*

A DMS site map will indicate the following items: Access Roads, Haul Road Directions, Location of Tower, Location of Reduction equipment/exclusion zones, Location of Staging Piles, Location of HTW (Hazardous and Toxic Waste) Pit, Location of Flammable Materials Storage, Location of Recyclables, Non-recyclable Staging Area, Topography and Storm Runoff Patterns, Nearest Receiving Waters (creeks, rivers, ditch, etc), Location of Wetlands, Location of any Utilities and Location of Sanitation Units.

### Collection and Reduction of Debris

The following steps will be taken to collect and haul storm debris to the designated DMSs:

1. Ceres will collect, load and haul all debris from the municipalities and transport it to the reduction site. There will be a minimum of two passes through each of the collection sites. Collection routes will be the same as the routes that were utilized before household collections.
2. Ceres will separate the debris at the reduction sites, to the extent that is feasible, into recyclables, non-recyclables, non-hazardous and hazardous household waste.
3. Ceres will reduce, recycle and/or dispose of all debris according to all local and federal regulations.
4. Ceres will be responsible for the control and management of the reduction site, working in accordance with regulations of the Environmental Quality Board as well as any other local or federal applicable regulation.
5. At some reduction sites there will be debris disposed for processing by trucks other than those under Ceres contract.



*Typical setup of a DMS site used by Ceres.*



### Method of Debris Disposal

The following steps will be taken to dispose of storm debris when it is taken to the DMS:

1. Materials will be recycled unless it is determined not to be economically feasible to Fort Bend County.
2. Any debris that qualifies for land filling will be reduced and transported to a nearby authorized landfill for proper disposition by Ceres, in coordination with the landfill administrator.
3. Household hazardous material and waste will be separated at the reduction site and maintained in a designated area to be processed. Medical waste will also be stored in hazardous waste area for processing by Ceres.
4. Freon will be removed and recovered from the discarded refrigerators, air conditioners and/or any discarded appliance known to have or that may have Freon.
5. Chipping/grinding is allowed for all lumber, treated and untreated.

### Ability to Manage Multiple Debris Sites

Ceres has the ability to respond to large-scale events as well as multiple events and locations simultaneously. Ceres has performed emergency work contracts of less than \$25,000 and up to \$1 billion.

In August 2017, Ceres responded to seven jurisdictions in Texas following Hurricane Harvey. Within the next several weeks, Ceres responded to 35 jurisdictions in Florida and performed two emergency contracts in Georgia after Hurricane Irma. Additionally, Ceres worked under the U.S. Army Corps of Engineers (USACE) in Puerto Rico and the Virgin Islands, where both Hurricanes Irma and Maria caused severe damage and devastation.

In 2016, Ceres was already working in Louisiana following heavy rains and flooding when Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. While finishing up jobs in south central Louisiana, Ceres also responded to several counties in Florida and Georgia after Hurricane Hermine and then to an additional 14 jurisdictions in Florida, Georgia, South Carolina and North Carolina after Hurricane Matthew.

Following Winter Storm Goliath, which hit Texas and Oklahoma over Christmas 2015, Ceres responded to needs of cities, authorities, and other jurisdictions in need of debris clearing services. With staff and equipment already positioned in Oklahoma under the direction of the Oklahoma Emergency Management Authority (OEMA) following a November ice storm, Ceres was able to mobilize quickly and finish the first pass in the first two days of operations. As more debris piled up following Goliath, Ceres stretched out its services to the City of Warr Acres, plus Canadian County and four other cities under the OEMA.

In 2014, Ceres responded to two large-scale projects following Winter Storm Pax, which covered the Southeast in freezing rain and ice. Ceres removed and disposed of approximately **one million cubic yards** of debris in Columbia County, GA and Guilford County, NC. In 2011, Ceres responded to the spring tornadoes that devastated the South, the spring floods in North Dakota, Hurricane Irene in North Carolina and Virginia, and Winter Storm Alfred in the Northeast. Ceres accomplished eight separate contracts while fulfilling all contractual obligations.

During the summer of 2008, Hurricanes Dolly, Gustav and Ike all impacted the Gulf Coast. When Dolly hit the Texas coast Ceres was ready, with people, subcontractors and equipment already on the ground in Cameron County, TX. Ceres managed our own crews and crews of five different Subcontractors in our response to clean-up debris in Cameron County, TX. As Ceres' response to Dolly was wrapping up, Gustav hit Louisiana, and two weeks later Ike hit the Houston, TX area. Ceres responded quickly to both new storms, performing in 11 different locations covered by separate debris removal contracts in Texas and Louisiana.

Shortly after Hurricanes Katrina and Rita in 2005, the U.S. Army Corps of Engineers (USACE) awarded Ceres a \$1 billion contract for disaster response, including loading, hauling, reducing, and disposing of debris and white goods; trimming and removal of hazardous trees; demolition of storm-damaged buildings; collection of household garbage; environmental sampling and monitoring of disposal sites; and life support

services. This contract covered **11 Louisiana Parishes** and required the operation of **54 reduction/disposal sites**.

Ceres achieved a record-setting mobilization for our response to Hurricane Katrina, hauling more than 45,000 cubic yards of debris in its first day on the job (from Jefferson Parish, LA). Ceres rapidly achieved large-scale capacity, reaching a maximum production of 194,584 cubic yards per day and eventually hauling, reducing, and disposing over 13.4 million cubic yards of debris, over 315,000 units of white goods, while trimming or removing over 165,000 hazardous trees.

The U.S. Army Corps of Engineers officially evaluated Ceres' overall performance during the Katrina cleanup as **"Outstanding"**. Ceres was specifically noted for use of local contractors; quality, efficiency and swiftness of performance; and cooperation while managing a changing and evolving work scope.

### **DMS Safety Plan Description**

Ceres is committed to a safe healthful workplace for its employees. Our purpose is to help reduce injuries and illnesses within the organization, conduct business operations in a safe manner without injury to persons, interruption of production, or damage to property. Each individual is expected to comply with the established work practices, to assume responsibility for their own safety, and to actively participate in the safety programs of this company.

Safety is integral to our operations, and this is accomplished by providing training not only for Ceres' employees, but also by offering training orientation to our subcontractors and their workers. In this manner, a high level of safety is maintained in the Debris Management Sites (DMS) and also in the Rights of Way. This important part of the work is also emphasized in frequent "tail-gate" safety meetings that are very brief but serve to underline a specific topic and also to keep thoughts of safe operations active in all workers on a daily basis.

DMS safety and occupational health guidance is promulgated by FEMA, the U.S. Army Corps of Engineers, OSHA and the EPA among others. Ceres complies with these regulations during emergency response operations. These plans are based on guidance that can be found in FEMA's Debris Management Guide P-325, at <http://www.usace.army.mil/Pages/default.aspx> and on Ceres accumulated experience.

DMSs will be inspected daily to:

- Ensure equipment is in proper working order.
- Waste materials are properly containerized and disposed of.
- Any hazardous materials present are properly stored.
- Other materials are properly managed and stored;
- The site and equipment are secured at the end of each work day.

The Site Safety Officer (SSO) or designated alternate will inspect the work area at least daily to ensure continued compliance with site safety requirements. Safety inspections are recorded on the record of safety inspection form. Safety deficiencies identified will be documented with corrective actions noted. The inspection record will identify the individual responsible for the corrective action and time frame for follow-up. Verification of corrective action completion must be documented on a safety inspection record and acknowledged by the inspector first citing the finding.

This operation will comply with all requirements of the project, Accident Prevention Plan, applicable OSHA requirements, and any additional local requirements.

- Backing up of trucks not permitted without operator instruction and use of flaggers. Back-up alarms must be functional and appropriate for the site conditions.
- Post speed limits -5 mph on haul road in site, and 10 mph for access roads
- All drivers must obey haul road plan
- All personnel must use required Personal Protective Equipment (PPE) (hard hat, steel toe boots, long work pants, eye protection, reflective vest (number 2 or 3), shirts with sleeves at least 4" in length, hearing protection and gloves as needed.
- Maintain a safe distance around all the equipment of at least 20 feet.
- Do not walk behind equipment, drivers to remain inside the vehicles, exit only with the acknowledgment of equipment operator and required PPE.

- All equipment will have a fire extinguisher present.
- Equipment will only work inside of an established work zone with the proper traffic control devices in place.
- Trucks will be separated by at least 20' when dumping loads in the dump area.
- Drivers will wear seatbelts and otherwise comply with federal and state commercial vehicle driving requirements.
- An exclusion zone of 100 feet MUST be around the burn pit with regard to material staging areas. The burn area must be located at least 1,100 feet from the nearest structure.

### **Management Responsibilities**

Project Managers have the overall responsibility of ensuring the safety programs and procedures are properly developed and implemented at the DMS sites through the following actions:

- The implementation and maintenance of health and safety programs.
- Assigning competent staff to coordinate compliance with special compliance areas.
- Ensuring the timely processing of First Reports of Injury (FRIs) and the maintenance of the OSHA 300 *Log of Work-Related Injuries and Illnesses*.
- Signing and ensuring the posting of the annual OSHA 300A *Summary of Work-Related Injuries and Illnesses*.
- Directing an annual evaluation of the health and safety program.
- Establishing and supporting an active role for the safety committee and the development of annual health and safety work plans.

### **Personal Protective Equipment Requirements**

Activity Hazard Analyses (AHAs) are conducted by the Corporate Health and Safety Officer and the Project Manager prior to startup of the job. During mobilization and prep, the AHAs are reviewed with the Site Superintendent or SSO and additions or changes made at that time based on actual site conditions or any other changes from the planned activities. Additional AHAs are prepared prior to subsequent work activities based on the remaining definable features of work for the project. Final AHAs are reviewed with all site personnel at the project start up (indoctrination) safety meeting. Additional changes may be warranted during the course of the project due to any changes or alterations in work activities, equipment or site conditions. For each potential hazard identified during the AHA evaluation, suitable control measures will be determined and documented on the AHA. At any time during the project when additional activities or hazards are identified that are not included in existing AHAs for the project, the appropriate additional AHAs, or amendments to existing AHAs, will be completed and training provided to project personnel.

Project personnel are advised prior to project startup of the anticipated personal protective equipment requirements. The Project Manager will ensure all site personnel have received appropriate training or instruction regarding the proper use, care, maintenance, limitations, storage and disposal of all PPE. Individuals required to wear respirators will complete a respiratory fitness examination by a qualified physician, a respirator fit test, and training. Training will include a review of proper procedures to don and doff the respirator, fit test procedures, limitations and proper use, inspection, cleaning and maintenance, storage, disposal of used cartridges and respirator masks, proper care and expected life of cartridges and masks. Personnel unable to meet the training or medical requirements pertaining to respiratory protection will not be permitted to use such devices nor conduct work activities requiring the use of these protective devices.

### **Payment for Services Rendered by Subcontractors**

In accordance with Ceres' policies and programs, the work plan for this contract will be developed and executed assisting, counseling, advising, and utilizing, to the maximum extent possible and to the extent consistent with the City of St. Petersburg's interest, Local and other Small Businesses (SB) as well as Small Disadvantaged Businesses (SDB) such as HUBZone, Veteran-owned (VO), Service Disabled Veteran-Owned (SDVO), Woman-Owned (WOSB) for the provision of equipment, labor, services and supplies.

It is important for Ceres to provide opportunities for local companies and their employees to work on any project that may result from this contract. Additionally, Ceres may directly employ individuals to work for Ceres on a project. Ceres has a very well developed subcontracting plan, and Ceres also has a stellar

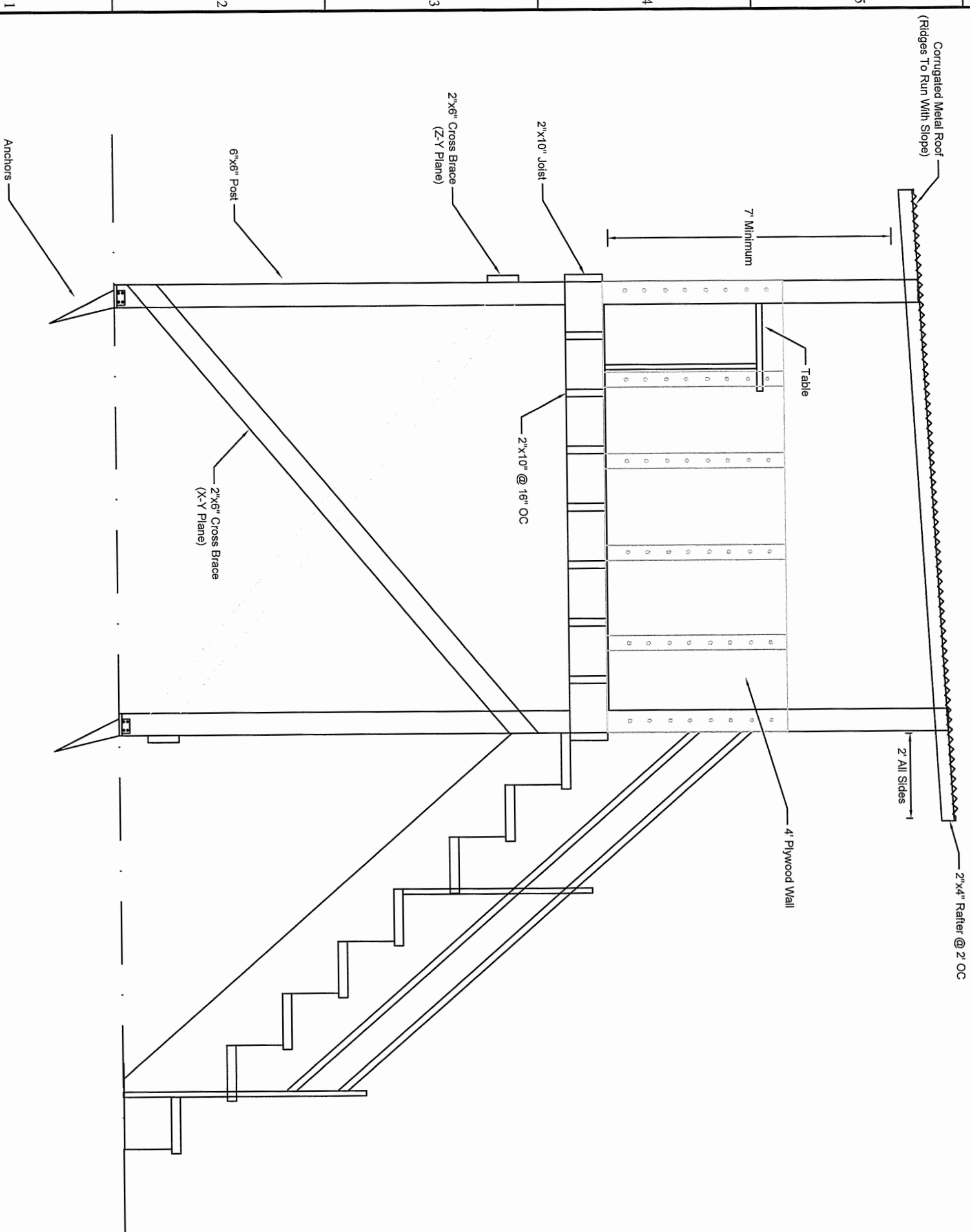
record of implementing our plan and making payments to local subcontractors on past projects performed when Ceres is the prime contractor.

During our Hurricane Katrina response, Ceres was very successful in subcontracting with local companies. Our first priority is to give opportunities to local firms and it is our commitment to meet or exceed other small business and minority hiring goals of St. Petersburg. We recognize the importance of bringing in local companies and thereby further assisting in the economic recovery of the local area.

Ceres paid local subcontractors 59.5% of subcontracted dollars during our response to Hurricanes Katrina and Rita in Louisiana, and successfully subcontracted to Small Disadvantaged Businesses (10.77%), Women Owned Businesses (18.25%) and Veteran Owned Businesses (8.38%).

Additionally, over during the 2011 Alabama tornado season, Ceres paid 80% of subcontracting dollars to Alabama businesses. Ceres employs a Subcontractor Liaison who is dedicated to soliciting and involving local businesses with our projects. We look forward to using our subcontracting plan to further involve local businesses with work opportunities with Ceres.





Inspection towers shall be constructed using pressure treated wood or equivalent structural steel members. The floor elevation of the tower shall be 10 foot above the existing ground elevation. The floor area shall be 8' by 12', constructed of 2"x10" joists, 16" O.C. with 3/4" plywood floor supported by four 6" x 6" posts. A 4 foot high wall constructed of 2" x 4" studs and 1/2 inch plywood shall protect the perimeter of the floor area.

The floor area shall be covered with a corrugated metal roof with 2' eaves all around, and shall be provided with a rain gutter to protect the access stairs from roof run-off. The roof joist shall not be spaced greater than 24" O.C., and shall provide a minimum of 7 ft. of headroom below these roof support joists.

Access stairs shall be a minimum of 36" wide, and shall be provided with a 42" handrail with mid-rail on both sides of the stairs. Stair treads shall be provided with a non-slip surface for all weather access.

Inspection towers shall include the construction of a work table, 6'L x 30"W x 42" H with a  $\frac{3}{4}$ " plywood top supported at all four corners.

The inspection tower shall be provided with a means to protect occupants against inclement weather (e.g. rain, wind, dust, etc.). Inspection towers shall be adequately anchored and braced to withstand a 45 mph wind load.

Symbol	Description	Date	Approved
	Revisions		

Designed By: MDL	Date: 4/6/2010
Drawn By: MDL	Scale:
Checked By: JK	Project Code:
Reviewed By: JK	Solicitation Number:

CERES ENVIRONMENTAL  
SERVICES INC.  
BROOKLYN PARK, MN

**Temporary  
Inspection Tower**

Sheet Reference  
Number:  
**1**

### 3.2 Compliance with FEMA Rules and Regulations

From experience on over 120 FEMA-reimbursed projects, Ceres Environmental Services, Inc. knows that accurate and organized recordkeeping and reporting is vital to successful completion of a project. To fulfill this need, Ceres provides support and assistance through every step of the project. After the project is completed, Ceres will attend post-project briefings and provide our lessons learned and recommendations for the next project to the Fort Bend County. Ceres' careful attention to documentation and strict quality control procedures will aid in the acceptance of a claim for reimbursement. **Throughout Ceres' history, no client has been denied reimbursement for work Ceres has performed.**

Ceres has FEMA reimbursement liaison officers on staff that provide expertise to Ceres and the County in order that all Project Worksheet activities and other reimbursement documentation are filed successfully.

#### Training

Ceres is qualified and able to participate in pre-event training days. Available training related to technical aspects of disaster recovery involves FEMA worksheets, the available methods of recording project data from tickets and truck certifications onto electronic records and databases, field operations and other training as needed or requested.

Ceres' training will cover various topics, many of which are included below in a list of typical events that occur in a disaster response.

#### Sequence of Events (Source: FEMA Public Assistance Policy Digest)

- Local response – emergency operations center activation-declaration of state of emergency
- Continue emergency work-maintain records (labor, equipment, materials, and contracts)
- Compile initial estimated damage. Report to State emergency management agency
- Evaluate needs and request State/Federal assistance
- Federal/State survey of need—Preliminary Damage Assessment (PDA)
- Governor's request for Federal assistance
- Presidential declaration
- Designation of applicant's agent
- Attend Applicant's Briefing and submit a Request for Public Assistance
- Attend Kickoff Meeting with Public Assistance Coordination (PAC) Crew Leader—discuss project formulation
- Prepare Project Worksheets—work with the PAC Crew Leader
- Address applicable Special Considerations (floodplain management, insurance, hazard mitigation and compliance with environmental and historic preservation laws)
- Complete application for Federal funds
- Maintain required documentation (labor, equipment, materials, and contracts)
- Receive payment of small projects—for Federal share and possibly State share
- Complete approved disaster work within time allowed
- Request final inspections
- Submit documents for final inspection, program review, and close-out
- Keep all documentation for 3 years from date of final Financial Status Report, or follow State and applicant record retention policies if they require retention beyond 3 years

#### FEMA Alternative Procedures Pilot Program

As the County considers services for a post-disaster recovery situation, it's important to understand how choosing best value instead of low cost can provide better, more responsive service while costing nearly the same – or even saving the County money. The Public Assistance Alternative Procedures (PAAP) Pilot Program is described in the FEMA Public Assistance Program and Policy Guide published in January 2016. Under the PAAP Pilot Program, the recipient may receive a higher federal cost share for removing debris quickly following a disaster. If a local government removes debris within the first 30 days, the local government receives 85% federal cost share. From 31-90 days, the federal cost share is 80%. From 91-180 days, the federal cost share reverts to the original 75%.

In order to achieve this rapid mobilization, the County must understand the numbers behind best value versus low cost. On paper, the low cost looks great. In the long run, the low cost could potentially cost the County money. A low cost contractor

Timeframe (days from start of incident period)	Federal Cost Share
1-30	85%
31-90	80%
91-180	75%
181+	0% (unless FEMA approves a time extension)

would be limited to the amount and type of equipment mobilized to this project. With low quantities of equipment mobilized to the project, the low cost contractor would have a much longer project timeline. Conversely, a best value contractor, like Ceres Environmental Services, Inc., can mobilize quickly with a combination of Ceres-owned equipment and subcontracted equipment. The subcontracted equipment is a mixture of local resources and outside subcontractors. The goal is to strike a balance between keeping dollars at home with local subcontractors and moving quickly enough to take advantage of the PAAP Pilot Program sliding scale.

In the following tables, Contractor A is the low cost contractor, and Contractor B is the best value contractor. Contractor A presents a lower overall project price than Contractor B, but with the existing FEMA PAAP Pilot Program guidelines, Contractor A actually costs the County more money in FEMA reimbursement while taking longer on project performance.

Contractor A			
Distance	CY	Price Per CY	Subtotal
Short Haul	10,000	\$6.00	\$60,000.00
Medium Haul	5,000	\$7.00	\$35,000.00
Long Haul	2,000	\$8.00	\$16,000.00
<b>Total</b>			<b>\$111,000.00</b>

Contractor B			
Distance	CY	Price Per CY	Subtotal
Short Haul	10,000	\$6.50	\$65,000.00
Medium Haul	5,000	\$7.50	\$37,500.00
Long Haul	2,000	\$8.50	\$17,000.00
<b>Total</b>			<b>\$119,500.00</b>

Based on these totals, Contractor A would cost the County more FEMA reimbursement while taking a longer project performance time. To illustrate, the following tables show the total reimbursement for the County based on the costs for Contractor A and Contractor B and using reimbursement percentages from the PAAP Pilot Program. The total cost for each contractor is taken from the previous tables.

While Contractor A is still hauling debris after 90 days from the start of the incident, Ceres has the ability to complete the job within 90 days from the start of the incident. With the ability to pay a higher subcontractor price, Ceres can mobilize more equipment to supplement its company-owned equipment. Plus, with more high-capacity equipment – such as self-loading knucklebooms above 100 cubic yards – Ceres can complete the job faster. The faster completion in turn results in a larger federal cost share.

#### Contractor A Cost Share

From Start of Incident	% of Debris Hauled	Contractor A Cost	Federal Cost Share	Federal Reimbursement	State/County Cost Share	State/County Reimbursement
30 days	10%	\$11,100.00	85%	\$9,435.00	15%	\$1,665.00
31-90 days	55%	\$61,050.00	80%	\$48,840.00	20%	\$12,210.00
91-180 days	35%	\$38,850.00	75%	\$29,137.50	25%	\$9,712.50
<b>Total</b>	<b>100%</b>	<b>\$111,000.00</b>	<b>-</b>	<b>\$87,412.50</b>	<b>-</b>	<b>\$23,587.50</b>

**Contractor B Cost Share**

From Start of Incident	% of Debris Hauled	Contractor B Cost	Federal Cost Share	Federal Reimbursement	State/County Cost Share	State/County Reimbursement
30 days	50%	\$59,750.00	85%	\$9,435.00	15%	\$8,962.50
31-90 days	50%	\$59,750.00	80%	\$48,840.00	20%	\$11,950.00
91-180 days	0%	\$-	75%	\$29,137.50	25%	\$-
<b>Total</b>	<b>100%</b>	<b>\$119,500.00</b>	<b>-</b>	<b>\$98,587.50</b>	<b>-</b>	<b>\$29,912.50</b>

Ceres can commit a full project management staff, company-owned equipment and subcontractor resources immediately upon Notice to Proceed. Our goal is to move quickly during the mobilization process to capitalize on the federal, State and local cost share splits afforded under the PAAP Pilot Program for debris removal.

Ceres has experience with the PAAP Pilot Program for Debris Removal. Ceres is also uniquely set up with equipment, personnel and temporary debris staging site to remove most debris within the first 30 days. To put it best, Ceres is in the best position to maximize Fort Bend County's FEMA reimbursement for debris removal.

In 2014, Ceres helped numerous clients maximize their reimbursement under the Pilot Program:

- Columbia County, GA
- Lee County, MS
- Kimberly, AL
- Graysville, AL
- Adamsville, AL
- North Carolina DOT
- Dawson County, GA

We have also provided countless presentations and briefings on the subject. As part of our pre-event training and coordination with current clients, Ceres will review, and in some cases develop, disaster debris management plans in compliance with the recently released FEMA Debris Management Plan Review Job Aid. Ceres fully understands the urgency to immediately begin debris removal not just for the economic recovery of the community, but also to maximize reimbursement under the Pilot Program.

Columbia County is an example of our experience with the Pilot Program. During our response to Columbia County after Winter Storm Pax in 2014, Ceres rapidly mobilized personnel and equipment to immediately begin the debris removal effort. Ceres eventually collected, removed, and disposed of more than 600,000 cubic yards of debris throughout the County.

The Columbia County cost savings are provided in the following chart, which shows the cost share of normal procedures versus alternative procedures under the PAAP Pilot Program.

Program Type	Federal/State Cost Share	Columbia County Cost Share	\$8,300,000.00
Normal	87.5%	12.5%	\$1,037,500.00
Alternative	92.3%	7.7%	\$639,100.00
<b>Total Savings</b>			<b>\$398,400.00</b>

**Documentation – Field Operations**

Ceres has its own forms for truck certification, load tickets, force account labor and equipment, man-hours, and equipment supplied. Ceres is pleased to provide these and any other forms needed for the County.


Ceres often provides these forms to clients during disaster response projects. For example, Ceres performed cleanup in two counties in Kentucky after the devastating ice storm in January 2009. Since the Commonwealth performed its own monitoring, Ceres brought its own truck certifications, load tickets, and other required forms for the Commonwealth monitors' use. The Commonwealth eventually requested extra forms from Ceres for use in other counties where Ceres was not working.



In addition to its proprietary forms, Ceres is also familiar with the sample forms included in the Public Assistance Debris Management Guide FEMA-325 published by the Department of Homeland Security. This publication provides guidelines for debris management from preparation to concluding response. Appendixes C and D of the Guide provide multiple forms for use during monitoring, including load tickets and truck certifications.

Ceres is also aware of the FEMA Public Assistance Program and Policy Guide (PAPPG), which supersedes FEMA-325 and Title 2 of the Code of Federal Regulations (CFR) Part 200 Procurement Standards. In short, Ceres has access to all the information required to meet FEMA guidelines.

Ceres keeps multiple copies of the Public Assistance Debris Management Guide FEMA-325 in stock at all times. When a project is initiated, Ceres brings enough copies so that any County staff member who wishes may obtain his or her own free copy. Ceres can provide copies of the Guide upon contract award, or advise the County on how to obtain them for themselves.

LOAD TICKET		
TICKET NO.		
CONTRACT NO.		
CONTRACTOR		
DATE		
DEBRIS QUANTITY		
Truck No.	Capacity (CY)	
Load Size (CY)	Tons	
Truck Driver		
DEBRIS CLASSIFICATION		
<input type="checkbox"/>	Burnable	
<input type="checkbox"/>	Non-Burnable	
<input type="checkbox"/>	Mixed	
<input type="checkbox"/>	Other	
LOCATION		
Zone/Section	Dumpsite	
	Time	Inspector
Loading		
Dumping		
21		
22		
 Original : Contract Owner Yellow : Driver Pink : Ceres Gold : Other Green : Customer		

This is the Ceres Load Ticket. In use, the Ticket Number is preprinted. This form is generally scanned at the job site and electronically transmitted to an office outside the disaster area for data entry. The form's five copies are color coded to minimize confusion.

### Documentation – Administrative

Tickets and Truck Certification Forms are the foundation of the major expenses on most projects. Tickets are designed in several versions depending on what information is required. Tickets may track debris by cubic yard, tons, each, or load. The debris stream may also influence the ticket form that is selected for any particular project phase. Truck Certification forms are also critical documentation that must be accurately and carefully recorded. These forms are carefully structured to ensure that all necessary information, as required by FEMA, is recorded. FEMA requires signed truck certification forms for every vehicle hauling on the project and a signed dump ticket for every load. Ceres supplies these 5-part carbonless forms if the County wishes.

Ceres has developed a powerful custom database that links key components of documentation including the truck certification database, ticket database, and the database containing all of the images of each individual ticket and the truck certifications. Ceres' ticket database has been in use for more than 10 years and is easily modified to meet the varying needs of our clients. The database is also designed to make data entry easy. One data entry person, with minimal training, can enter over 700 tickets per day. Drop down selections, short cuts and static information retrieval make data entry fast and accurate. The system does not allow entry of duplicate tickets thus preventing duplicate billing and duplicate payments. The system does not allow a ticket to be entered with an amount that exceeds the certified load amount of the truck. Additional features of this custom software make it flexible enough to record data that is known to be required for a particular circumstance or project. Ceres maintains separate databases for each project to insure that data integrity is maintained.

Each completed truck certification form and each load ticket are electronically scanned at the field office and then transmitted to an imaging database located on a secure Ceres server outside the disaster area. The scanned information is then retrieved by our data entry



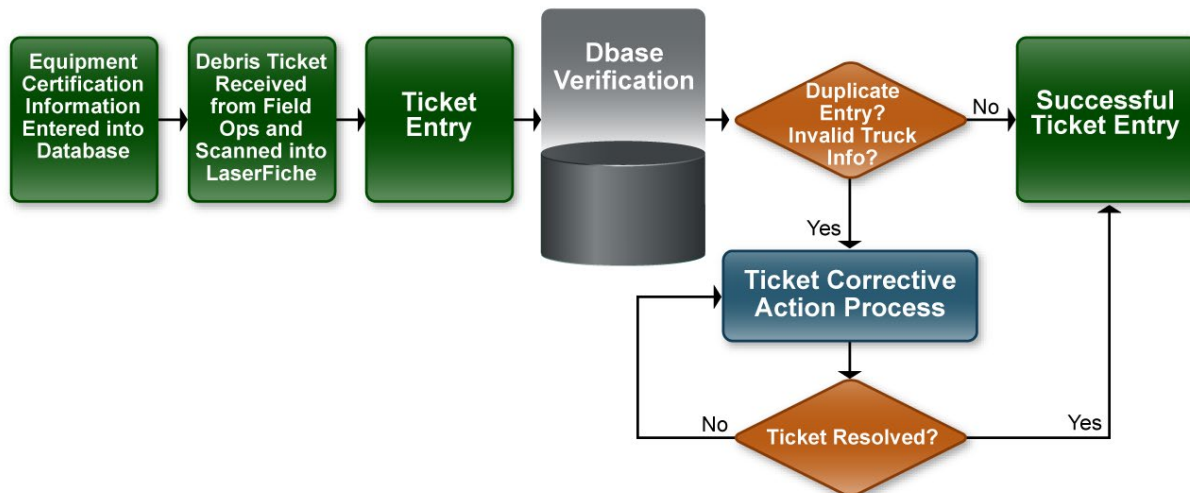
staff and entered into the appropriate project database under normal office conditions. Database rules require that first the truck owner (Ceres or one of its subcontractors) and then the individual truck be established in the database before the system will accept any load ticket information for that truck

The Ceres "Data Entry/Accounting Procedures" manual is used to provide guidance to our data entry personnel so all data is entered in a consistent manner to insure data integrity. All reimbursable activities under a particular contract, for example, stump removal, operation of hourly rate equipment, and personnel hours, are recorded by our operations staff.

Ceres audits the database for inconsistencies, data entry error and data integrity on a regular basis. This ensures that records of all potentially-reimbursable activities are acceptable and auditable by FEMA.

Ceres has taken great care to develop both policies and procedures that can be consistently applied to every project. This extra planning makes the implementation of a project easier and faster. Additionally the use of advanced communication technologies, such as wireless and satellite internet connections; cell phones with voice, data and text; and electronic imaging of paper documents, allow Ceres to simultaneously manage multiple projects, in multiple states.

Ceres' image databases (images include both tickets and truck logs) are available to all our governmental customers as password protected read only files on the internet. The data has been used for audits by such Federal agencies as the U.S. Army Corps of Engineers.



Ceres 00

This flow chart illustrates the data flow and system logic for handling completed load tickets. The system will check for a non-duplicate ticket number, a valid truck number and that the load does not exceed the verified capacity of the truck before information will be saved in the data base.

Both standard and custom reports can be generated from Ceres databases. These reports are used to invoice the contract Client, to pay subcontractors and then provide management/field operations with production reports. This information is readily shared in a variety of formats.

### Monitoring Consultants

Some of Ceres clients choose to contract with a firm providing monitoring services. The services provided by a monitoring firm may include: damage assessment, training, emergency planning, direct communications with the County, incorporation of County forms and FEMA forms, facilitating communications with FEMA and other state and federal agencies, pre-event planning, post-event construction, funding, and reimbursement procedures. To eliminate any question of conflict of interest we will not involve ourselves in the actual selection process and we do not endorse nor recommend any of the monitoring companies. We do strongly recommend that the County verify that the proposed monitoring firm is not de-listed by the federal government on the "Excluded Parties List System" at [www.epls.gov](http://www.epls.gov).

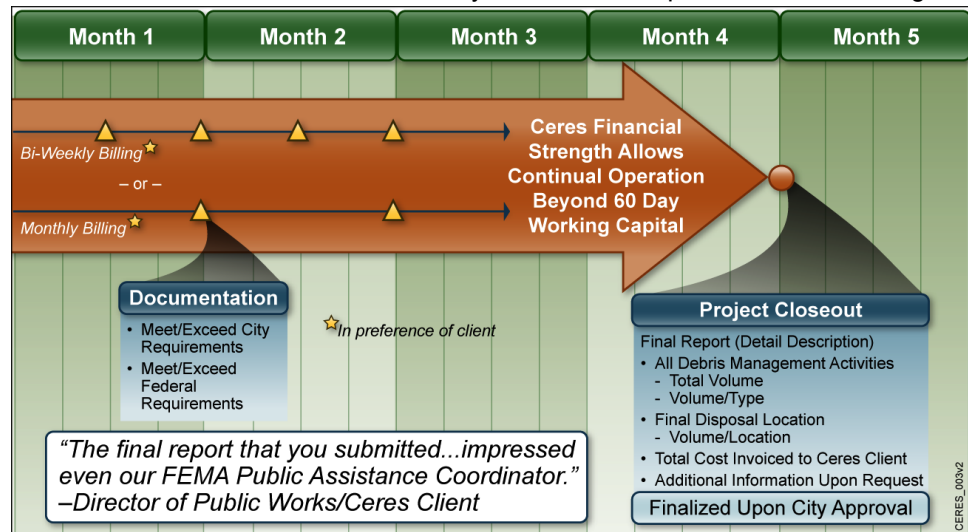
As a full line disaster response firm, Ceres also has expertise and experience in all of the services provided by monitoring consultants. For example, following a January 2009 Ice Storm in the Midwest, and while

under contract with the Kentucky Commonwealth, Ceres provided assistance in many of these areas. The KY Commonwealth had not contracted for technical assistance services and greatly appreciated the support that Ceres personnel were able to provide from basic guidance to providing numerous forms which enabled the Commonwealth to maximize their monitoring function and compliance for FEMA reimbursement. This successful past experience and expertise allows Ceres to work cooperatively and cohesively directly with the County or with a third party provider. We would be pleased to work with whomever the County chooses.

### Invoicing

Ceres can invoice the County on a weekly, bi-weekly or monthly basis and in any format the client or a client's representative requires. Each invoice is submitted with appropriate documentation relating to the services provided. Documentation shall meet or exceed County and federal requirements for funding and reimbursement

purposes. Ceres will provide technical assistance to the County in the completion of claims filed to FEMA or other agencies for funding and reimbursement. A documentation team will be assembled from representatives of quality control and accounting. This team will assist the County throughout the invoicing and reimbursement process long after the work has been completed. Ceres' financial strength enables Ceres to operate within the working capital requirement of the contract.



Invoices are generated as contractually agreed with all necessary supporting documentation. Project closeout is expedited by automated controls on truck identification, load sizes and ticket number validity.

### Reimbursement Assistance

Ceres has experienced personnel trained in providing the necessary documentation and assistance in the preparation of reimbursement claims for the County. If requested, Ceres will provide the County with turnkey services or guidance and technical assistance to ensure proper preparation and submittal of claims for reimbursement and other available funding. Our FEMA reimbursement liaisons have supervised and trained personnel on disaster response and relief efforts in New York following 9/11, and on subsequent events including Hurricanes Isabel, Charley, Frances, and Jeanne. We can help a local government make certain that federal funding approvals are followed by timely reimbursement.

### Program Management Assistance

Ceres is experienced and trained to provide all of the following services to the County:

- Preliminary Damage Assessment (PDA)
- Emergency Work definition (Category A and Category B)
- Analysis of Permanent Work (Categories C through G)
- Assistance with Applicant's Briefing
- Identifying Expenditures Eligible for Reimbursement
- Review of PDA for Scope of Work
- Recovery Process Documentation
- Recovery Process Oversight
- Force Account Labor assistance

- Preparation of Project Worksheet (PW)
- Review of records system for applicability to Federal and State Requirements
- Orientation and training of client personnel on documentation requirements
- Assist in the establishment of the "Clerk of Records"
- Claim Documentation
- Public Service Announcements

### **Production Reporting**

Ceres has developed specific procedures to ensure proper and thorough documentation of daily project activities and adherence to strict quality control requirements. Daily documentation required for each debris management project will meet or exceed contractual, FEMA or other agency requirements. Ceres has developed project-tracking forms to ensure accurate reporting. In addition to the forms already mentioned these forms include: truck certification logs, production logs, shift inspection checklists, safety meeting report forms, daily crew reports, and various equipment usage reports.

### **Quality Control**

Daily Contractor Production and Quality Control reports are completed and available the following work morning to the client or other designated authority. Original reports are maintained in the Mobile Command Center and daily reconciliation reports are generated to verify information reported on load tickets to information reported on daily production reports. The Project Manager and Project QC Manager monitor information contained in the Daily Quality Control reports to ensure project activities conform to contractual requirements and that an acceptable level of project quality and workmanship is provided to the client. All records, certifications, and reports are converted into digital documents that are stored securely off-site on Ceres computer servers and are available to management and other project personnel on a need to know basis.

Formalized quality control procedures are applied to each project to ensure documentation procedures are properly and fully implemented and to ensure conformance to project specifications. All Ceres employees, subcontractors, and suppliers are subject to the provisions of the QC Program. For each project, a Quality Control Plan is specifically developed to detail the QC organization, individual responsibilities, monitoring procedures of activities and subcontractor activities, documentation requirements for Ceres personnel and all subcontractors, control phases or procedures, and identification and correction procedures for non-conforming activities. The remedies for non-conformance include termination. Exceptional quality control of each project promotes efficiency and avoids investigation and other potential losses.

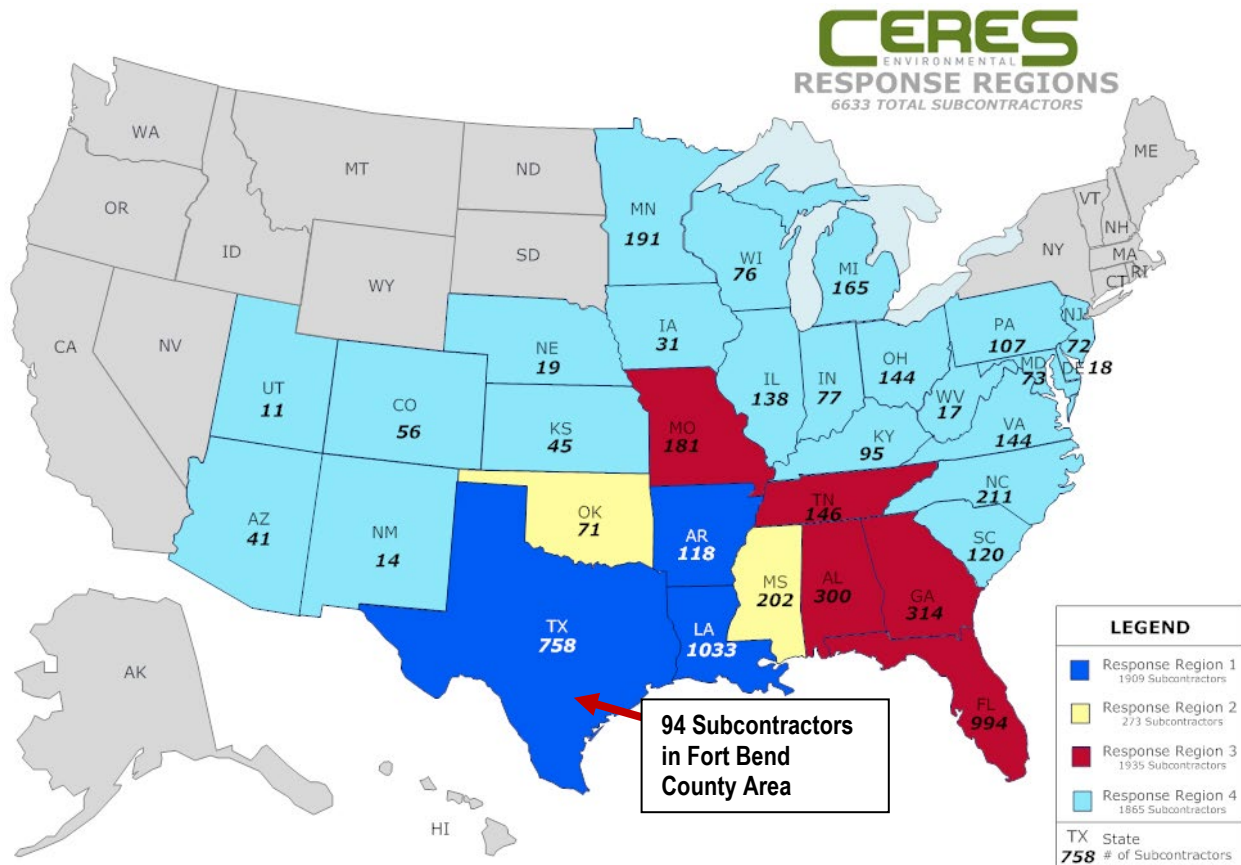
### **Dispatch Records**

Dispatch records will be maintained for the duration of the project. Records include date and time of dispatch, crew and unit identifier, and status of assigned section (In Progress, Completed, etc.). Typically, one contractor will be assigned to a given section. Sections may be comprised of individual developments or combinations thereof. Accurate and thorough Dispatch Logs enable the identification of any potential issues and the responsible party.

Additionally, all supervisors will conduct weekly toolbox meetings and develop activity hazard analyses in compliance with the corporate Health and Safety Plan, and these meetings are documented.



### 3.3 Subcontractor Plan



#### Introduction

Our objective at Ceres Environmental Services, Inc. is to perform all work associated with this contract in an efficient and safe manner through the effective administration and management of our equipment, personnel, subcontractors and suppliers. In accordance with Ceres' policies and programs, the work plan for this contract will be developed and executed assisting, counseling, advising, and using, to the maximum extent possible and to the extent consistent with Fort Bend County's interest, Local and other Small Businesses (SB) as well as Small Disadvantaged Businesses (SDB) such as HUBZone, Veteran-owned (VO), Service Disabled Veteran-Owned (SDVO), Woman-Owned (WOSB) for the provision of equipment, labor, services and supplies.

**Ceres plans to subcontract at least 35% of this contract to local Texas subcontractors.** Please note that, because this proposal is for a pre-event contract, it is difficult to assign a percentage of work to be completed by subcontractors until the size or severity of a disaster event is known.

It is important for Ceres to provide opportunities for local companies and their employees to work on any project that may result from this contract. Additionally, Ceres may directly employ individuals to work for Ceres on a project. Ceres has a very well developed subcontracting plan, and Ceres also has a stellar record of implementing our plan and making payments to local subcontractors on past projects performed when Ceres is the prime contractor.

During our Hurricane Katrina response, Ceres was very successful in subcontracting with local companies. Our first priority is to give opportunities to local firms and it is our commitment to meet or exceed other small business and minority hiring goals of Fort Bend County. We recognize the importance of bringing in local companies and thereby further assisting in the economic recovery of the local area.

Ceres paid local subcontractors 59.5% of subcontracted dollars during our response to Hurricanes Katrina and Rita in Louisiana, and successfully subcontracted to Small Disadvantaged Businesses (10.77%), Women Owned Businesses (18.25%) and Veteran Owned Businesses (8.38%).

Additionally, over the 2011 Alabama tornado season, Ceres paid 80% of subcontracting dollars to Alabama businesses. Ceres employs a Subcontract Manager who is dedicated to soliciting and involving local businesses with our projects. We look forward to using our subcontracting plan to further involve local businesses with work opportunities with Ceres.

### Subcontracting To Firms within the Area of the Project

It is the intention, policy and practice of Ceres to use **local** subcontract services in the performance of the proposed contract to the maximum extent possible as consistent, within the requirements of **the Stafford Act**, Sec. 307, Use of Local Firms and Individuals (42 U.S.C. 5150), the prime contract and sound business practices and management policies. In General - In the expenditure of Federal funds for debris clearance, distribution of supplies, reconstruction, and other major disaster or emergency assistance activities which may be carried out by contract or agreement with private organizations, firms, or individuals, preference will be given, to the extent feasible and practicable, to those organizations, firms, and individuals residing or doing business primarily in the area affected by such major disaster or emergency. We recognize the advantages obtainable by utilizing other responsible and experienced firms who are capable of furnishing specialty services and products of high quality. First priority will be given to those subcontractors who are from or do business in the surrounding area.

A separate program will be included for local contractors that do not necessarily have goals established under the contract requirements. Ceres' internal subcontractor databases, on-line databases, online local business directories, and local Government offices will be used to identify contractors in the immediate area. This is the process used quite successfully by Ceres on previous projects. The search and identification will validate the speed and performance level to mobilize contractors on site and begin the physical work. Our internal subcontractor database includes subcontractors who have expressed an interest in or assisted our firm in the successful completion of emergency response contracts. All efforts will be made to also procure supplies, materials and labor from local vendors.

Ceres has and will continue to communicate with local authorities, elected officials, and community organizations, its desire to hire local and small business enterprises and subcategory businesses to meet the requirements and meet specified goals for hiring SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones. Copies of the contract will be sent to Plan Rooms servicing the particular region in addition to our office in the project area. The contract will also be posted to a web site and potential subcontractor registration will also be available via web, FAX, direct contact (1-877-STORM12). A dedicated toll-free telephone service will be established specifically for subcontractors interested in contracting with Ceres. Ceres has made as many resources available to subcontractors as possible in order to initiate and facilitate communication.

The Manager of Administration and the Subcontract Manager will notify regionally based subcontractors of the issuance of a notice to proceed. Ceres' subcontractor database currently contains more than 5,000 disaster debris management prospective subcontractors who have contacted Ceres with an interest in subcontracting. More than 1,100 of these subcontractors have worked on Ceres' disaster projects, providing, along with Ceres' owned fleet, more than 7,000 pieces of loading and hauling equipment. While our database of qualified subcontractors is very large, it is our intention to select from a more regionally based group and have established for the Fort Bend County four unique response regions. These are based on relative distance from your area and use straight-line miles and/or drive time to establish which region each state of potential subcontractors belongs in.

The information in the table that follows is taken directly from our subcontractor database, showing the home state of operation and numbers of subcontractors by the approximate drive times to Fort Bend County. A list of potential local subcontractors is included in this proposal. Ceres can provide a listing of the Region 1-4 subcontractors by name and location upon request.

Response Region 1: 240 straight-line miles or 6-8 hours driving time			
<b>Arkansas</b>	121	<b>Louisiana</b>	910
<b>Texas</b>	568		
Subtotal of firms within 6-8 hours driving time = 1,599			
Response Region 2: 360 straight-line miles or 8-10 hours driving time			
<b>Mississippi</b>	145	<b>Oklahoma</b>	70
Subtotal of firms within 8-10 hours driving time = 215			

Response Region 3: 600 straight-line miles or 10-14 hours driving time			
<b>Alabama</b>	254	<b>Florida</b>	670
<b>Georgia</b>	225	<b>Missouri</b>	155
<b>Tennessee</b>	120		
Subtotal of firms within 10-14 hours driving time = 1,424			
Total Number of Subcontractors Within One Days Driving Time = 3,238			
Response Region 4: greater than 600 straight-line miles or more than 14 hours driving time			
<b>Arizona</b>	31	<b>Colorado</b>	52
<b>Delaware</b>	13	<b>Illinois</b>	112
<b>Indiana</b>	68	<b>Iowa</b>	30
<b>Kansas</b>	40	<b>Kentucky</b>	76
<b>Maryland</b>	62	<b>Michigan</b>	143
<b>Minnesota</b>	170	<b>Nebraska</b>	17
<b>New Jersey</b>	60	<b>New Mexico</b>	12
<b>North Carolina</b>	184	<b>Ohio</b>	130
<b>Pennsylvania</b>	90	<b>South Carolina</b>	97
<b>Utah</b>	9	<b>Virginia</b>	121
<b>West Virginia</b>	17	<b>Wisconsin</b>	66
Subtotal of firms greater than 14 hours driving time = 1,600			
Total Number of Subcontractors Within Two Days Driving Time = 4,838			

### Ceres Subcontract Manager and Duties

The Ceres Subcontract Manager is:

Tia Laurie

Subcontract Manager

Ceres Environmental Services, Inc.

6968 Professional Parkway E

Sarasota, FL 34240

(800) 218-4424

[tia.laurie@ceresenv.com](mailto:tia.laurie@ceresenv.com)

Ms. Laurie's responsibilities include:

- Identification, development, and maintenance of source lists of small, small disadvantaged and women-owned small business concerns. Verifying the list of subcontract entities, or database, is properly maintained.
- Develop outreach programs through advertising; broadcast fax solicitations; networking with local and national organizations such as AGC, applicable trade unions, Chambers of Commerce etc.
- Ensuring the inclusion of targeted business concerns in all solicitations for services or products; and ensuring that all solicitations are structured to permit the maximum possible participation by targeted concerns.
- Ensuring that certain solicitations or sources sought are restricted to SDB concerns (competitive basis).
- Ensuring the establishment and maintenance of records of all subcontract awards to ensure appropriate documentation of non-selection of bids submitted by targeted enterprises.
- Ensuring the preparation and submittal of all compliance reports.
- Maintaining records and measuring performance against established goals.
- Advise, train, and foster project management personnel on the purposes of the SB Subcontracting Program.
- To ensure any provided study or reports are formatted in a manner compliant with the contract or otherwise acceptable to the County.
- Encouraging all employees and subcontractors to attend off-site training courses offered by public and private entities in small business development and small business program goals. Arranging

for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 99-661, Section 1207 and Public Law 100-180, Section 806 on purchasing procedures.

- Participate in voluntary federal programs which encourage the private sector to use SDBs, SBs, WOSBs, VOs, SDVOs, and HUBZone subcontractors.
- Ensuring periodic rotation of potential subcontractors on bidder's lists.
- Identification of other SB concerns when the number of prospective sources is not adequate using the internet or other mass media as a resource.
- Review and approval of SB subcontracting plans submitted by large businesses.
- Maintaining requirements of the prime contract in subcontract agreements. Verification that subcontract agreements contain flow down clauses.
- Prepare and submit semi-annual and annual subcontracting reports.
- Reporting progress in achieving goals under this program to senior level management.
- Implementation of an "in-reach" program that provides targeted businesses access to project managers and key personnel.

### **Methods Used To Develop and Achieve Subcontracting Goals**

Ceres will use a minimum of one subcontract manager and/or specialists in the execution of this contract. All personnel are familiar with and recognize Ceres' commitment to Public Law 99-661, Section 1207 and Public Law 100-180, Section 806 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707 and Public Law. Ceres will conduct internal training seminars and workshops to assure staff compliance with requirements of FAR 19.704(a) and 52.219-9(d), DFARS Subpart 219.5, 219.704(a)(1), 219.705 and 252.219-7003 and meet specified goals for hiring SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZone subcontractors.

In addition to technical and field work subcontracted in association with this contract, buyers will make every effort to identify and use SBs, SDBs, HBCUs, and MIs for supplies and services, including office and temporary housing service, cleaning and supplies, housekeeping services, laboratory supplies and services, safeguarding and security services, and other supplies and services not typically identified for subcontract opportunities to targeted firms. Additionally, large business subcontractors will be counseled on the identification, evaluation, solicitation and utilization of targeted businesses within their scope of services. Historically, principal items or areas we have identified for subcontract opportunities to SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones under these similar contracts include:

- Trucking and Hauling
- POL Products
- Nursery and Landscape Products and Services
- Sand and Aggregate
- Field vehicle supply, parts and service/maintenance
- Labor housing (tent and food service supply)
- Portable Toilet supply and service
- Office and temporary housing service, cleaning and supplies
- Office and clerical support staff
- General Laborers
- Parts, fuel, maintenance, and related equipment service
- Heavy Equipment Rental/Lease concerns
- Specialty services such as, but not limited to: sewer cleaning services, solid waste hauling, and recycling, tree removal and trimming, and demolition.

Through the application of Ceres' proven capabilities relative to technical performance and contract administration, it is our intent that the Owner be provided with the highest level of performance while still achieving our participation goals and capturing opportunities for these businesses while acquiring an expanded base of qualified small businesses; obtaining more competitive pricing on procurement opportunities resulting in cost savings; and achieving an increase in small business program goal accomplishments.



Achievement of these goals will be realized through the application of the following functions and activities:

- Identification and maintenance of a qualified potential Internal Subcontractor Database, which includes business status within each level of Government.
- Developing and maintaining bidder's lists for each new project of SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones from all possible resources to include but certainly not limited to the Internal Database.
- Identification of all federal, state, and local Government and private associations/coalitions for targeted businesses.
- Solicit, counsel, and discuss subcontracting opportunities with representatives of targeted business firms, and encourage certification of these firms prior to commencement of work.
- Provide assistance to business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Ensuring that procurement packages are designed to permit the maximum possible participation.
- Ensure that SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones concerns have an equitable opportunity to compete for subcontracts, and that other subcontracts and services are identified that will be restricted to competitive SDB bids. Identification of subcontracts for restricted competitive bid should consider all potential services and supplies and not only those traditionally awarded to SB or SDB firms. See also DFARS 219.705-4(d).
- Provide internal motivational training to encourage purchasing and contract administration personnel to meet or exceed these goals.
- Provide assistance to potential subcontractors in completing the Central Contractor Registration
- Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status for the purpose of obtaining a subcontract intended to be included as part or all of a goal contained within this subcontracting plan.
- Conduct reviews of subcontractor performance, providing feedback to SB and SDB firms relative to competency, abilities, experience and capacity and provide technical assistance to any firms as appropriate, based on the outcome of the review. This review may be done prior to award or at any time post-award, but must be completed prior to completion of any awarded work. Reviews may not be conducted for those firms with whom Ceres has had a prior working relationship and who have already demonstrated appropriate competency, ability and capacity to perform the required work or service. Ceres also makes every effort to establish long-term working relationships with SBs and SDBs to include long-range project plans (e.g. joint ventures, teaming agreements, etc).
- Submit the required reports and documentation of all efforts used to identify and solicit targeted business concerns.
- Participate and cooperate in any studies or surveys that may be requested by the Owner or other agencies.

### **Utilization of Small Business Concerns and Small Disadvantaged Business Concerns**

It is the policy of Ceres and its agents, hereinafter referred to as "contractor" or "contractor plan," to hire small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals. Ceres agrees to carry out this policy in awarding to subcontractors, to the fullest extent possible, consistent with the efficient performance of this agreement and its options. Ceres agrees to cooperate in any studies or surveys that may be conducted by the County as may be necessary to determine the extent of Ceres' compliance with this clause.

As used in this plan, the term "small business concern" (SB) will mean a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" (SDB) will mean a business concern:

- 1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially or economically disadvantaged individuals; and
- 2) Whose management and daily business operations are controlled by one or more such individuals.

Ceres will presume that socially and economically disadvantaged individuals include Black-Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other minorities, or any individual found to be disadvantaged by the Administration pursuant to 8(a) of the Small Business Act.

### **Records and Source Documents**

The types of records maintained and procedures adopted to demonstrate compliance with the requirements and goals of the Small Business Subcontracting Plan include:

Source Lists The following source lists for targeted firms are representative and are not intended to be construed as sole sources of this information. Ceres is making every effort to identify, log, and procure the necessary contractor data to allow for the fair and equitable participation in this contract. The following listings are provided as an immediate source of contractors that qualify as SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones:

- SBA Dynamic Small Business Search
- List of Federally Registered Contractors for Contractor Compliance
- American Business Information Business USA
- List of Minority Businesses Councils
- Business Development Agencies
- DOD Subcontracting Directory
- Department of the Treasury, Small Business Subcontracting Opportunities
- Small Business Administration, Subcontracting Opportunities Directory
- State and Regional SBA Resources
- National Minority Purchasing Council Vendor Information Service
- Research and Information Division of the Minority Business Development Agency in the Department of Commerce
- Trade Associations for SB, VO, SDVO, HUBZone SB, SDB, and WOSB Concerns.
- Dun and Bradstreet Procurement Planning Directory
- Participation in various local, regional, and national SB trade associations and conferences
- Membership in SB organizations, development organizations, and various Government organizations
- SBA Commercial Market Representative (CMR)

Additionally Ceres has contacted city, county and municipal minority business development offices as additional resources to identify SB and SDB firms.

### **Past Performance**

On USACE projects performed by Ceres in Puerto Rico during the 1998 and 1999 hurricane seasons (Hurricane George), 100% of all subcontracting dollars went to locally-based Small and various Disadvantaged Business concerns. Additionally, on USACE projects performed in Louisiana in response to Hurricanes Katrina and Rita, 59.5% of subcontracted dollars went to local businesses and 76.1% of the dollars subcontracted to small business went to local small businesses. While utilizing 1,619 vendors and subcontractors, Ceres exceeded all of its subcontracting goals of USACE contract number W912P8-D-05-0024. During Ceres' the Alabama tornados response in 2011, Ceres used over 80% local and minority subcontractors to complete various projects.

During the performance of the aforementioned contracts, Ceres successfully used several hundred local SB and SDB firms, and was able to exceed the proposed award goals for SB, SDB, WOSB, VO, SDVO, and HUBZone firms. Ceres has completed numerous other Government projects over the course of the past 25 years with successful utilization (meeting or exceeding established goals) of local and other Small Businesses, SDBs, WOSBs, VOs, SDVOs and HUBZone small businesses.

Based on our historically successful contract performance and utilization goals, Ceres anticipates that the completion of work under this contract for Fort Bend County will also be successful in meeting stated goals contained within this plan.

## Potential Subcontractors

**Category Key:** SB = Small Business; WOSB = Woman-Owned Small Business; VO = Veteran-Owned Small Business; SDVO = Service Disabled Veteran Owned Small Business; 8a = Currently 8a Certified; SDB = Small Disadvantaged Business; HUB = HUB Certified

### Fort Bend County Area Subcontractors

Company	City	State	Certs
216 Resources	Houston	TX	SB, WOSB, TX HUB, MBE, LA DOT DBE
AAR, Incorporated	Houston	TX	SB
Accutest Laboratories	Houston	TX	
Afras USA	Houston	TX	SB
ALJUCAR LLC  Saturn V Alliance	Missouri City	TX	
All American Consulting Group	Houston	TX	SB, HUB
Atlas Universal Roofing	Houston	TX	
B Smith Contractor, Inc.	Houston	TX	SDB
Basic Industries, Inc.	Houston	TX	
Big Four Building Services, Inc.	Houston	TX	
Bobcat Blues Co.	Richmond	TX	SB
Borco, LLC	Houston	TX	SB, WOSB
Brown's Construction Services	Missouri City	TX	SB
C.M. Nunez Trucking Co.	Houston	TX	SB, SDB
C-Barb and Conley	Houston	TX	SB, VO
Century Services	Houston	TX	
Chaffer Janitorial Services	Missouri City	TX	
Charlie's Concrete Pumping	Houston	TX	SB
Cherry Demolition	Houston	TX	
Cherry Moving Co., dba Cherry Demolition	Houston	TX	
Columbia Environmental Services, Inc.	Houston	TX	SB
Come On With It	Houston	TX	SB, WOSB
Comex Environmental	Katy	TX	
Compulsory Cleanup	Houston	TX	SB, WOSB
Cotton USA	Katy	TX	
DBG Interests	Houston	TX	SB, WOSB
Dee's Ultimate Service	Houston	TX	SB, WOSB
DEJA Enterprise	Missouri City	TX	SB, DBE
Delbert's Trucking	Houston	TX	
Demolition & Construction Services	Houston	TX	SDB
Dew Trucking	Katy	TX	SB
Dump Trucks of Houston	Houston	TX	SB
E2 Effective Environmental	Houston	TX	
EKenDo, LLC	Houston	TX	SB, SDB
Environmental Rehabilitation	Houston	TX	SB
F W Walton, Inc.	Houston	TX	SB
FC Services	Katy	TX	SB
Four Points General Construction, Inc.	Houston	TX	SB
Fowler Construction	Missouri City	TX	SB

Company	City	State	Certs
Friendly Transportation	Houston	TX	
Garry Struthers Associates, Inc.	Houston	TX	SB, SDB, VO, SDVO
Global International Construction, Inc.	Houston	TX	HUB
Grant Mackay Demolition	Houston	TX	SB
Group Q Engineers	Houston	TX	
Hallmark Group	Houston	TX	SB, WOSB, HUB, 8a, VOSB
Henderson Welding and Fabrication	Houston	TX	
Independent Contractor	Houston	TX	SB
Izaguirre Engineering Group LLC	Missouri City	TX	SB, WOSB, SDB
J & B Hauling	Houston	TX	SB, VO
J & S Trash Services, Inc.	Houston	TX	SB, SDB, VO
JAS Management Services	Missouri City	TX	SB, VOSB
Johnson Transportation Co.	Houston	TX	SB, WOSB, SDB
Johnsville Construction, Inc.	Stafford	TX	
Jose Garcia	Houston	TX	SB
K & S Transport	Katy	TX	SB
Kojac Trucking Co.	Houston	TX	SB
L & M Development	Houston	TX	
LandPRO, Inc.	Houston	TX	
Legacee Environmental	Houston	TX	
LHE, LLC	Houston	TX	SB, WOSB, SDB
LMobley Construction	Houston	TX	
Lone Star General Services	Houston	TX	SB, SDB, HUB
Lucky Point Int'l Logistics, Inc.	Houston	TX	SB
Mack-Lyn Construction	Houston	TX	
Main Lane Industries, Ltd.	Houston	TX	SB
Maxwell & Banks Services	Houston	TX	SB, WOSB
Merit Environmental	Houston	TX	TX HUB, MBE
Mobley Concrete Construction	Houston	TX	SB, SDB, HUB
Montgomery DC	Houston	TX	SB, WOSB
Morris Excavation	Houston	TX	SB
Morrison Horticultural Services	Houston	TX	SB, SDB
Mujahid Business, Inc. (MBI)	Houston	TX	WOSB
Original DKC Enterprises LLC	Houston	TX	SB, WOSB, SDB, VOSB, SDVOSB
Outside Plant Services	Houston	TX	
Precision Land Clearing, Inc	Houston	TX	
Reyes Bros. Construction	Houston	TX	SB
Rusty Daniel Trucking Inc.	Sugar Land	TX	
Seek Production, LLC	Houston	TX	SB, SDB
Separation Systems Consultants, Inc. (SSCI)	Houston	TX	WOSB, TX HUB, LA DOT DBE
Shark Trucking	Houston	TX	SB
Southern Customs, Inc.	Houston	TX	
STSI, LLC	Houston	TX	



Company	City	State	Certs
Sullivan Land Services, LLC	Houston	TX	SB
Surveying and Mapping, Inc	Houston	TX	TX HUB
Tenney Brick & Concrete Co., Inc	Houston	TX	SB, SDB, HUB, VOSB
The Ashley Group	Houston	TX	
Third Coast Works Inc.	Houston	TX	SB
TLC Engineering, Inc	Houston	TX	SB, SDB, 8a, TX HUB
Top's Contractor Services	Houston	TX	
Udell & Associates	Houston	TX	SB, SDB
W T Byler Co	Houston	TX	
Westheimer Tree Express	Houston	TX	
Windrose Land Services	Houston	TX	SB, WOSB, SDB, 8a, TX HUB
Young Guns Inc.	Richmond	TX	SB

### 3.4 Recycling

As portrayed by our name, Ceres Environmental Services, Inc. is founded on the principle of seeking environmentally-friendly solutions through all of our fields of work. During a disaster response, these considerations must be balanced with ensuring safety and preventing further loss; however, through Ceres' 42 years of disaster response work, we have developed means and methods that are implemented immediately through our standard operating procedures. One of these means and methods is the way in which we address debris disposal.

Ceres has been involved in recycling of vegetative and municipal waste for about 30 years. It began with managing municipal vegetative waste and turning it into mulch for various cities and counties across the continental U.S. Ceres also ran an experimental program for several years that turned municipal mixed waste into compost, and a worm farm turning agricultural waste into soil enrichment products.

Ceres owns and operates two wood waste recycling facilities in Minnesota and Texas. Both facilities offer public and private customers options to divert vegetative waste into valuable products instead of filling landfills. National magazines, including *Biocycle* and *Wood Waste Recycling*, have featured Ceres' urban wood waste recycling efforts and emergency debris management services. Ceres was also the honored recipient of the Minnesota Governor's *Certificate of Commendation* in 1995 for our innovation in the tree recycling industry.

#### Recycling Centers

Our recycling program starts with early identification of potential recycling center sites. Working with local authorities and within environmental regulations, we begin the permitting process required for these sites within the first few days of response. By beginning this process before it's needed, we can ensure that permits are obtained and sites are selected before debris is ready to be hauled.

Once permitted, Ceres establishes the site with company-owned recycling equipment. Our company possess the expertise and experience to process any and all debris generated by a natural disaster. Processes include:

- Concrete pulverizing
- Crushing
- Density separation of C&D debris
- Vegetative debris burning or grinding
- Metal recycling and baling
- Recyclable wood separation

These processes allow Ceres to minimize the amount of debris ultimately sent to the landfill, reducing demand on local landfill resources and allowing them to continue to operate efficiently.

A recent case study of this process is Ceres' recycling center established in Christchurch, New Zealand. The site is located on the outskirts of the city to minimize community impact in terms of unsightly debris stockpiles, load equipment operations and heavy hauling traffic. To date, our demolition operations after the February 2011 earthquakes have delivered over 78,500 tons of material to the recycling site. Of that, we have only had to landfill approximately 2,600 tons. Recycled material is put back into the local market in the form of crushed concrete material for rebuilding, recycled metal and mulch/woodchip products.





On average we were able to process over 600 cubic meters of debris per day. All metal that is removed from the debris is sold as scrap which will be recycled. Almost all Ceres NZ projects have been processed in this manner.

Ceres provides expertise in a variety of waste management services, including waste prevention. As good stewards of the environment, Ceres employs a number of waste prevention techniques. These techniques are commonly summarized as: Reduction, Reuse, Recycling and Recovery. Waste prevention is emphasized throughout Ceres' organization with goals set and charted to measure performance against targets tied to industry benchmarks.

### **Waste Segregation**

For large-scale Right-of-Way debris removal, Ceres has developed sophisticated routing protocols and procedures using state-of-the-art scheduling, segregation, tracking and ticketing technologies. Appropriately trained Quality Control personnel help to ensure that materials are managed safely and in accordance with protocols and with state and local requirements and regulations.

Waste segregation crews have the training appropriate to detect hazards and to perform waste identifications. Segregation is best accomplished at curbside where accessibility to the debris piles is achieved. Precision extraction can be accomplished with skilled operators of specialized mechanical equipment resulting in safe and efficient collection.

Waste segregation is also performed during decommissioning of structures prior to demolition. The segregation team is deployed to the house or other structure scheduled for demolition. For structures which are considered safe to enter, the team will carefully walk through, survey the structure and remove all accessible decommissioning products. These products are segregated into similar group types. White goods, e-Wastes, SMEs, Tires and Household Hazardous Waste (HHWs) are the common group types. Documentation is created per structure which identifies all materials removed, as well as those materials which are not accessible. These items are removed during the demolition process. Of primary concern is the safety of the workers. Respiratory protection is available and plastic totes are used to provide segregation for potentially incompatible waste streams. Worker exposures are minimized with adequate Personal Protective Equipment including respirators, impermeable suits, rubber gloves, and face shields. Industrial Hygiene monitoring is also tailored to suit the task and the potential exposures of concern.

Temporary Site Disposal and Reduction sites (TSDR) are strategically placed and are designed and managed based on the end use of the products received. For recyclable materials, Ceres is skilled at designing mission compatible Material Recovery Facilities within the TSDR framework to enhance the receipt, processing and shipment of all types of recyclable products.

### **A Systems Approach for the Recycling and Re-Use of Storm-Generated Waste**

A Category 3 hurricane striking a heavily forested coastline can generate millions of cubic yards of vegetative debris. After such a storm hundreds—sometimes thousands—of pieces of heavy machinery will be operating in the affected area for weeks, clearing, hauling and disposing of veritable mountains of storm debris—and burning primarily non-renewable fossil motor fuels.

Ceres is committed to recycling and repurposing disaster debris to the greatest extent possible. The response to Hurricane Isaac provided an exemplary model of this commitment. Even though the State of Louisiana (LA R.S. 30:2413.1) only requires a reduction of disaster vegetative debris 50 percent by weight and 50 percent volume prior to disposal in a landfill, Ceres utilized a variety of beneficial use disposal options to eliminate the need to dispose any vegetative debris in a landfill. In total, over 200,000 cubic yards of vegetative debris was diverted to a beneficial use applications.

After debris is removed and transported to disposal and processing sites, two common methods of vegetative debris disposal are often used: open field burning and air curtain incineration. While both of these methods will likely remain in practice for years, they have become increasingly unpopular with residents and environmental quality regulators--and they do not steer storm-generated waste toward newer, more beneficial uses.

Major storms also generate enormous quantities of household wastes that must be segregated, recycled or disposed outside the MSW stream—computers, refrigerators with putrescent contents, paints, solvents and other potentially hazardous materials.

Ceres believes that a vital element of disaster recovery is a strong waste recycling strategy that maximizes beneficial reuse of storm-generated waste. New waste-to-energy technologies, such as electricity generation and cellulosic ethanol fuel production, present the prospect of wiser, more carbon-neutral uses of storm-generated debris. Efficient debris collection and management techniques not only speed recovery and lower costs, but also reduce the greenhouse gas emissions that large fleets of hard-working commercial vehicles can produce.

### **Vegetative Debris**

Ceres has decades of experience in waste wood reduction, mulch production and composting. Storm-generated vegetative debris that cannot be fed into waste-to-energy streams can be recycled and re-used in many ways. Following reduction and processing, these wastes can be used as landscape and nursery mulches, bio-filters, animal bedding, or composted for garden soils and blended with manure(s) for potting soil mixes. Ceres has direct and extensive experience in the management of Vegetative Wastes. **Privately at Ceres owned and operated facilities, in excess of 5 million cubic yards of municipal solid waste, green waste, construction and demolition debris, and vegetative material have been processed for 100% reuse.** Our experience has included the production of worm castings using vegetative feed-stocks. Ceres has over twenty years of experience in the manufacturing and marketing of its products to the Nursery and Landscape industry as well as the retail consumer.

Vegetative debris is generally chipped or ground. Federal, state, and local partners, recognize that vegetative debris can potentially be used for energy recovery. An obstacle to this use, for example with Katrina and Rita, was the Formosan termite infestation in southeastern and southwestern Louisiana. As a result, all cellulose material was quarantined in nine southeastern, and three southwestern parishes. This made shipment to potential users problematic. Much of the chipped vegetative debris was used as cover at landfills.

Though Ceres always seeks to vector storm generated waste, to the greatest extent possible, into waste-to-energy streams, most location do not yet have sufficient waste-to-energy capacity to handle all storm generated vegetative wastes, as the above analysis clearly demonstrates.

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

C&D debris may contain hazardous substances such as HHW, Medical Wastes, Guns & Ammo, Oxygen cylinders, and industrial quantities of chemicals. Primary recyclables include scrap steel, tires, metals, glass, wood, concrete and plastics. In a wind-based event, mobile homes comprise a fairly large quantity of overall demolition C&D waste stream. After an earthquake, concrete and brick buildings will be the primary source of C&D debris at first, since they are the most vulnerable to collapse endangering the public. Liquefaction of soils destroys the building foundations of otherwise minimally damaged buildings, resulting in the need for demolition or repair.

Commercial buildings that must be demolished in an emergency situation may contain various chemical or biological hazards. These buildings may be damaged to such an extent that they cannot be re-entered. In this case, the C&D waste will contain everything that was in the building at the time of the event, resulting



in the need for material segregation at the dump site. Recyclable materials include steel frames, tin siding, axels and rubber tires. Efforts can be made to recover these items of value during the demolition process.

### White Goods

White goods include refrigerant containing appliances such as freezers, refrigerators, and air conditioners; and other large appliances such as washers and dryers and small appliances like microwaves, depending on the recycler. White Goods are segregated at the curb and during demolition decommissioning activities. When tasked, Ceres implements staging, cleaning and recycling operations of white goods. Recyclables include Refrigerant Freon, compressor oils and scrap steel.

White goods containing putrescible wastes are routed through a cleaning area to remove the biological/vegetative debris. This debris is captured into bags or other suitable containers and shipped to an appropriate landfill or composter. Volumes are tracked and counted.

**Freon** is a regulated substance requiring extraction and recycling by an EPA registered provider. The extraction procedure is written documented on EPA authorized forms. It is important to thoroughly understand the regulatory aspects of this operation.

Under Section 608 of the CAA, EPA has established regulations (40 CFR Part 82, Subpart F) that:

- Require service practices that maximize recycling of ozone-depleting compounds (both chlorofluorocarbons [CFCs] and hydrochlorofluorocarbons [HCFCs] and their blends) during the servicing and disposal of air-conditioning and refrigeration equipment.
- Set certification requirements for recycling and recovery equipment, technicians, and reclaimers.
- Restrict the sale of refrigerant to certified technicians.
- Require persons servicing or disposing of air-conditioning and refrigeration equipment to certify to EPA that they have acquired recycling or recovery equipment and are complying with the requirements of the rule.
- Establish safe disposal requirements to ensure removal of refrigerants from goods that enter the waste stream with the charge intact (e.g., motor vehicle air conditioners, home refrigerators, and room air conditioners).

If refrigerants are recycled or reclaimed, they are not considered hazardous under federal law. In addition, used oils contaminated with CFCs are not hazardous on the condition that:

- They are not mixed with other waste.
- They are subjected to CFC recycling or reclamation.
- They are not mixed with used oils from other sources.

Used oils that contain CFCs after the CFC reclamation procedure, however, are subject to specification limits for used oil fuels if these oils are destined for burning.

Once the units are clean and the Freon is extracted, the units can be prepared for crushing and bailing. Bails can be arranged in any configuration acceptable to the recycler's acceptance criteria.

### Electronic Waste

Electronic Wastes, or e-Wastes includes, but is not limited to the following items: TVs, computers, servers, laptops, cell phones, wires and cables, keyboards, mice docking stations, external and internal hard drives, tape drives, external modems, circuit boards, electric motors, transformers, amplifiers, receivers, CD/DVD players, VCRs, cassette players, cash counters, magnetic card readers, cash registers, audio/video equipment, electronic games, musical equipment, electronic test equipment & meters, telephones, answering machines, AC adapters and other power supplies, calculators, FAX equipment, scanners, surge protectors, hair blowers, etc. In general, all products containing electronic circuits where the weight of the electronics contained within is a substantial portion of the total weight of the product are considered good candidates for e-waste recycling.

Upon receipt at an acceptable recycler, electronic items are further evaluated for potential end uses. A de-manufacturing process begins further separating key components from the products. There is a tiered hierarchy of preferred processes, beginning with reuse, then recondition, recycle and landfill. Processing of e-wastes includes segregation, packaging and shipment to the recycler.

### Household Hazardous Waste

HHW contains hazardous substances such as Oxidizers, Acids, Bases, Poisons, Flammables and RCRA listed wastes. Primary Recyclables include fuels, lead acid batteries and scrap steel. A large portion of all Household Hazardous Wastes (HHW) can be recycled if properly managed. The remaining materials can be prepared for Incineration, Neutralization or Landfill. During Katrina, most of the recyclables were blended for a Fuels program for energy recovery. Likely candidates for fuels are materials characterized with a high BTU, low water ratio and include streams like paints, oils and consumer fuels. Other recyclables include lead acid batteries, anti-freeze, mercury switches, light bulbs and compressed cylinders.

Curbside collection and demolition decommissioning is the primary source for the HHW stream. Private citizen drop-offs at the TSDRs also contribute to the overall volumes. HHW products are identified by the product label or container type and managed by the DOT Waste Classifications for compatibility. Specific Regulatory programs also direct the flow of specific types of materials. In addition to DOT shipping requirements, there are special regulations for Universal Wastes (like mercury switches, lead acid batteries, and fluorescent bulbs), Fuels, and Guns and Ammunition, for example. Medical Wastes include sharps and used bandages. Ammunition and Guns and explosives present special hazards, as well. It is essential that only specialized personnel manage these materials.

Unknowns are sampled and tested with a series of field screening procedures designed to characterize the materials into compatible classes based on chemical and physical properties. Once the chemical compatibility is determined, safer management of the materials can be applied.

Collection and staging areas at the TSDRs are established to eliminate release of chemicals and exposures resulting from the co-mingling of incompatibles. Special precautions are in place preventing chemical reactions within blending tanks. Standards from the National Fire Protection Association (NFPA) are employed. Spill Prevention Control and Countermeasures rules are applied and containment areas are covered to minimize rain water collection. RCRA contingency measures and evacuation procedures are prepared and practiced by facility personnel. Safety supplies are routinely inspected and safety topics are discussed at daily safety meetings.

### Tires

Waste tires are managed independently of all other debris types. Tires are generally regulated by local or state ordinances requiring tracking and penalties for mis-management. Ceres makes every attempt to track the location and source of the tires and works within the established structure of the community recycling programs. However, during a Debris Recovery Mission, tires are very prolific as indicated by the numbers, variety and wide distribution and can very easily overwhelm the community programs. When this is the case, Ceres has alternatives in which to assist community managers. Responsible reduction options include collection, grinding, shredding, palletizing, and transporting to company authorized commercial recyclers.

### Liquefied Petroleum Gas Tanks

Liquefied Petroleum Gas (LPG) tanks typically contain propane gas. Propane is a flammable gas that is sometimes generically referred to as LP-Gas, LPAG, or Liquefied Petroleum Gas. LPG is typically a propane-butane mixture. Propane might also contain small amounts of other flammable gasses, such as, ethane, ethylene, propylene, isobutene, or butylenes. LPG tanks may be found in a number of urban and rural environments such as motor homes, travel trailers, grills, camp stoves, lanterns, etc. LPG is stored under pressure. The gas will leak from any joint or connection which is not sealed properly.

LPG is heavier than air. Any significant leak will move down and stay on the ground. LPG will accumulate in a low-lying area such as depressions in the ground, drains or pits.

Since LOPG is stored in two phases, liquid and gaseous, there is potential for either a liquid leak or gas leak. If the LPG is a gas leak it may not be seen, except where the leak is of sufficient size to be seen shimmering in the air. When a liquid LPH leak occurs, the gas release will be seen as a patch of ice around the area of the leak, or as a jet of whit liquid. This white appearance is due to the cooling effect created by the rapid expansion of the LPG liquid into a gas. The condensing atmospheric moisture makes the leak visible.

In concentrated amounts and in uncontrolled conditions, LPH has the potential to create a fire or an explosion.

Debris workers must be observant for LPG tanks. Basically, there are two types of tanks you will find, portable and bulk. Portable, consumer type tanks will be sized from 4 to 40 pounds, though the most common tank is the 20 pound tank. Bulk tanks are often 100 to several hundred pounds.

It is vital that LPG tanks can be re-located to a staging area for recertification, refurbishment or dismantling. Bulk tanks should not be moved except by properly trained personnel. Tanks measuring 25 gallons and larger, are supposed to be registered with local or state authorities. Orphan tanks can be identified and the owners tracked down by their registration and serial numbers on the tanks.

### **Small Motorized Engines (SMEs)**

SMEs contain hazardous substances such as gasoline, oils and other motor fluids. Primary Recyclables include scrap steel, fuel and plastics. SMEs are comprised of materials like lawn mowers, lawn tractors, motorcycles, portable generators, edger's, power washers and blowers, trimmers, chain saws and other gasoline powered hand tools. The types of materials generated from this stream include oils, fuels, filters and scrap steel.

Special precautions are needed to be employed due to the gasoline and oils. Drip pans providing secondary containment are in place where waste extractions are performed and bulk consolidation is made.

The oils and fuels are routed to the Fuels program and the steel is crushed, bailed, banded to pallets and shipped to an area scrap recycler.

### **Concrete**

Concrete is generated during nearly all debris collection tasks. During wind events, efforts are made to keep concrete on grade intact during demolitions. After earthquakes, most slabs require removal. Crushers or hammer mills can be used to reduce the concrete into useful product to sell back to cement providers. Larger pieces can be saved and used for sea walls or erosion inhibitors of lakes and streams. Any steel can be removed and baled for scrap.

### **Abandoned Vehicles**

Abandoned cars make up a large percentage of recyclable scrap steel. Vehicles brought in for processing will be tagged, inventoried in by license plate, make, model, color and VIN. Vehicles will be staged and site tagged for easy retrieval. Site operators will forward vehicle data to the Department of Insurance for dissemination to insurers. Local governments will be responsible for the proper notification of vehicle owners. Vehicles will remain at the staging area until inspected by appropriate authorities. Any unclaimed abandoned vehicles will be considered for recycling. Scrap vehicles will be dismantled and recycled after proper recovery of gasoline, diesel fuels, refrigerants, lubricating oils, mercury ABS switches, mercury convenience switches, lead acid batteries, brake and transmission fluids, antifreeze and tires. Propane tanks and large appliances in recreational vehicles should be removed.

Similar procedures will be employed for boats and vessels. Boats brought to the storage areas should be site tagged, inventoried in by Department of Wildlife and Fisheries registration or other appropriate state agency. The make, model, color and serial number will be recorded and provided to the agency. The boats will be staged and site tagged for easy retrieval. Site operators will compare boat data with FEMA database registered boats. Site Operators will forward boat data to the Department of Insurance for dissemination to insurers. Local governments will be responsible for the proper notification of boat owners. Boats will remain at the staging area until inspected by appropriate authorities. Boats deemed for scrap will be crushed to reduce volume for easier handling and management, shredded and properly recycled when possible. The following materials must be recovered: gasoline and diesel fuels, refrigerants, lubricating oils, mercury bilge switches, propane tanks, large appliances, lead acid batteries transmission fluid and electronics, such as, radar sets, radios, GPS units and depth finders.

Reduction, Reuse, Recycling and Recovery is emphasized throughout the Debris Removal Mission. Ceres Environmental Services, Inc. strives to reach its Waste Prevention Goals and works diligently through partnerships with local and State agencies and End-user commercial processors.



### 3.5 Documenting and Resolving Damages

Ceres Environmental Services, Inc. will repair any damages caused by equipment or personnel in performance of RFP 19-040 Contingency Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites for Fort Bend County. Work areas will be returned to their original condition.

Large phone and e-mail traffic from concerned residents are a part of every natural disaster. Ceres maintains a toll-free Storm Hotline that is staffed and accessible 24 hours a day, 7 days a week to handle questions, concerns or complaints related to clean-up: **1-877-STORM12**. The number will be prominently displayed on all equipment working the clean-up area. Ceres monitors call and e-mail volume, and establishes additional toll-free numbers and enlists additional staff whenever greater capacity is required to ensure maximum community responsiveness.

The Call Center keeps a log of incoming calls and e-mails and records the address of reported incidents, resident names, reported complaints, dates and times of reported incidents, and the truck numbers (if applicable).

Ceres then compiles resident communications and organizes them into date/time of receipt and response priorities. Trained account executives sort through messages and identify time-sensitive incidents such as broken water lines, which would receive immediate attention. Each account representative identifies all pertinent information, investigates the reported incident, and ultimately locates the responsible crew if fault is found. Reports will be accessible daily or weekly and can be disbursed to County officials accordingly.

Subcontractors will be given 48 hours to settle their damages. If the sub fails to repair the damage, Ceres will immediately make the repairs and back-charge the respective sub. The sub may also be subject to temporary shutdown of their crews and/or termination of the subcontract.

Ceres uses the following forms to track and resolve damage claims.

## Damage and/or Complaint Form

**DATE:**

**JOB NUMBER:**

**SUBCONTRACTOR:  
PHONE:**

**CALLER'S NAME:  
ADDRESS:  
PHONE:**

**DAMAGE OR COMPLAINT:**

**RESOLUTION:**

**CERES REPRESENTATIVE:**

## Sample Claim Resolution Log (Hurricane Irene)

Date	Damage	Photos (Y/N)	Homeowner	Phone #	Address	Zone	Truck/ Crew #	Placard #	Resolution
20-Sep	not complete	No	REDACTED	REDACTED	Farmville Blvd 14th to Line Ave. Border between 3A/4A	3A	RT		Border road not completed - need to complete, will be cleared 9-20, cars moved.
8-Sep	Broken Sewer Main Pipe Outlet	No	REDACTED	REDACTED	110 N. Harding Street	3B	RT		No damage when inspected. Already fixed. Signed off by City.
13-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	410 E. 13th Street	3B	RT		Rake and fixed. Signed off by K Jackson (City).
10-Sep	Mailbox Damage	No	REDACTED	REDACTED	1041 W. Rock Springs	3-B	RT	RT1239 3	Replaced.
14-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	2800 Block of Jefferson	3C	RT		Andy explored. Signed off by City.
15-Sep	Missed Pile	No	REDACTED	REDACTED	Brownlea Drive (10th to deadend)	3C	RT		Done 2nd pass
15-Sep	Damages	No	REDACTED	REDACTED	2613 Crockett Drive	3C	RT		Landscape & Brickwork Damage. Raked and fixed. Signed off by City.
15-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	2303 Deal Place	3C	RT		Raked smooth. Signed off by City.
15-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	1013 E. Wright	3C	RT		Raked huge ruts, 5 bags topsoil added. Signed off by City.
16-Sep	Missed Pile	No	REDACTED	REDACTED	2409 Jefferson Drive	3C	RT		Done 2nd pass
15-Sep	Overhead Low Power Line Damage	No	REDACTED	REDACTED	Per Andy	3C	RT	Papa	Per Andy noted.
20-Sep	pile of leaves left	No	REDACTED	REDACTED	Garden Circle Island	3C	RT		need single unit, dead end.
20-Sep	Yard damage	No	REDACTED	REDACTED	102 Graham Street	3C	RT		Reported by Mr. Chinn. Andy site visit 9-20-11, 14 bags topsoil. Signed off by City.
20-Sep	Yard damage	No	REDACTED	REDACTED	1104 E Wright	3C	RT		Andy site visit 9-20-11. Raked and repared. Signed off by City.
16-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	106 Graham Street	3C	RT	RT1239 1	5 bags of topsoil. Signed off by City.
16-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	2815 Jefferson	3C	RT	RT1239 3	1 bag topsoil. Signed off by City.
16-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	2302 Jefferson	3C	RT	RT1460 6	2 bags of topsoil. Signed off by City.
15-Sep	Missed Pile	No	REDACTED	REDACTED	2413 Umstead	3C	RT	RT1461 0	Done 2nd pass
14-Sep	Ruts/Turf Damage	Yes	REDACTED	REDACTED	2813/2815 Jefferson	3C	RT	RT-3	Per Andy - has photos, 6 bags topsoil. Rut fixed. Signed off by City.
8-Sep	Missed Pile	No	REDACTED	REDACTED	2102 N. Village Dr.	4A	RT		Done 2nd pass
6-Sep	Ruts/Turf Damage	Yes	REDACTED	REDACTED	2117 S. Village Drive	4A	RT		10 bags dirt, 30 pcs. Starter sod and seed. Signed off by City.
6-Sep	Ruts/Turf Damage	Yes	REDACTED	REDACTED	2119 S. Village Drive	4A	RT		6 bags of pt grass seed and starter. Signed off by City.
6-Sep	Plant/Bush P/U Damage	Yes	REDACTED	REDACTED	2112 S. Village Drive	4A	RT		Chinese Holly - replaced 2 Chinese Holly. Signed off by City.
6-Sep	Bobcat tore up grass		REDACTED	REDACTED	2112 S Village Drive	4A	RT		Obie site visit 9-7-11. 3 bags of soil. Signed off by City.
6-Sep	Ruts/Turf Damage	Yes	REDACTED	REDACTED	2115 S. Village Drive	4A	RT	RT1460 2	Obie site visit 9-7-11. Council Member - 10 bags of dirt, 30 pcs. Starter sod & seed.
6-Sep	Ruts/Turf Damage	Yes	REDACTED	REDACTED	401 Arbor Street	4A	RT	RT1460 4	Bobcat tracks, done. Signed off by City.
9-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	502/409/401 Sedgefield Dr.	4B	RT	RT1461 1	4 bags of soil. Signed off by City.
11-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	108 St. Andrews	4C	RT		2 bags of soil, starter and seed. Signed off by City.
14-Sep	Missed Pile	No	REDACTED	REDACTED	416 Sedgefield	4C	RT		Done 2nd pass
11-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	110 Greenbriar	4C	RT	RT1461 0	No damage upon inspection.
11-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	205 Greenbriar	4C	RT	RT1461 0	2 bags soil, starter and seed. Signed off by City.
9-Sep	Left a Mess	No	REDACTED	REDACTED	106 Larkin Lane	4C	RT	RT1461 1	Done 2nd pass
11-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	409 Sedgefield	4C	RT	RT1461 1	2 bags soil, starter and seed. Signed off by City.
11-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	500 Sedgefield	4C	RT	RT1461 1	1 bag topsoil. Signed off by City.
13-Sep	Missed Pile	No	REDACTED	REDACTED	102 Brinkley	4E	RT		Done 2nd pass
13-Sep	Missed Pile	No	REDACTED	REDACTED	101 Dogwood Drive	4E	RT	RT1461 0	Done 2nd pass
13-Sep	Driveway Damage/turf damage	No	REDACTED	REDACTED	412 Kirkland Drive	4E	RT	RT1461 0	5 bags of topsoil, concrete sealant. Signed off by City.
12-Sep	Driveway Damage	No	REDACTED	REDACTED	410 Kirkland Drive	4E	RT	RT1461 1	5 bags of topsoil, concrete sealant. Signed off by City.
14-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	408 Highland Ave.	4E	RT	RT1461 1	Left a hole in yard, 5 bags topsoil. Signed off by City.
8-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	1704 S. Elm Street	3C	RT/CE/J B		8 bags topsoil, mult. Ruts fixed. Signed off by City.
12-Sep	Missed Pile	No	REDACTED	REDACTED	Entire Elm Street	3C	RT/CE/J B		Done 2nd pass
12-Sep	Missed Pile	No	REDACTED	REDACTED	2102 N. Village Dr.	4A	RT/CE/J B		Done 2nd pass

## RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of the payment to me/us at this time of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), the receipt of which is hereby acknowledged, I/we, being of lawful age, do hereby release, acquit and forever discharge Ceres Environmental Services, Inc., its owners, officers, employees, affiliates, and all other persons, firms and corporations who might be liable of and from any and all actions, causes of action, claims, and demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown personal injuries and property damage resulting or to result from accident that occurred on or about the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at or near:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

I/we hereby declare and represent that the injuries or damages sustained are permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release and agreement it is understood and agreed that I/we rely wholly upon my/our own judgment, belief and knowledge of the nature, extent and duration of said injuries or damages, and that I/we have not been influenced to any extent whatever in making this release by any representations or statements regarding said injuries or damages, or regarding other matters, made by persons, firms or corporations who are hereby released, or by any person or persons representing him or them, or by any physician or surgeon by him or them employed.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of Ceres Environmental Services, Inc., its owners, officers, employees, affiliates, and all other persons, firms and corporations that may or may not be involved in this disputed claim, by whom liability is expressly denied.

I/we further agree that this release shall not be pleaded by me/us as a bar to any claim or suit.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

I/we further state that I/we have carefully read the foregoing release and know the contents thereof, and I/we sign the same as my/our own free act.

IN WITNESS WHEREOF, the undersigned set their hands and seals.

\_\_\_\_\_  
Claimant Name Date: \_\_\_\_\_

\_\_\_\_\_  
Ceres Environmental Services, Inc. Date: \_\_\_\_\_

# EXHIBIT B

## Fort Bend County RFP 19-040

**Type Vendor Name below:**

**Ceres Environmental Services, Inc.**

**Part A-Volume based pricing for 2 million cubic yard debris disaster**

Item/Description	Unit	Unit Price
1.0 Pickup vegetative debris from Public Property or Public Rights-of-Way and hauling to a designated TDSR Site or Disposal Facility 15 or less miles away (one-way miles). (Trips with one-way miles in excess of 15 miles compensated at the rate quoted in Items 2.0, 3.0 or 4.0).	CY	\$7.74
2.0 Pickup vegetative debris from Public Property or Public Rights-of-Way and hauling to a designated TDSR Site or to a Disposal Facility 15 to 30 miles away (one-way miles). (Trips with one-way miles in excess of 30 miles compensated at the rate quoted in Items 3.0 or 4.0).	CY	\$8.22
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	\$9.12
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	\$9.98
5.0 Pickup C&D from Public Property or Public Rights-of-Way and hauling to a designated TDSR Site or Disposal Facility 15 or less miles away (one-way miles). (Trips with one-way miles in excess of 15 miles compensated at the rate quoted in Items 6.0, 7.0 or 8.0).	CY	\$7.93
6.0 Pickup C&D debris from Public Property or Public Rights-of-Way and hauling to a designated TDSR Site or to a Disposal Facility 16 to 30 miles away (one-way miles). (Trips with one-way miles in excess of 30 miles compensated at the rate quoted in Items 7.0 or 8.0).	CY	\$8.48
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	\$9.58

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	\$10.78
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	\$175.00
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	\$295.00
*11.0 Loading, hauling and dumping of uprooted stumps from trees that are 24inches or greater to 36 inches with root ball.	Each	\$155.00
12.0 Loading, hauling and dumping of uprooted stumps from trees that are 37-48 inches with root ball.	Each	\$225.00
13.0 Loading, hauling and dumping of uprooted stumps from trees that are 49 inches and larger with root ball.	Each	\$315.00
14.0 Removal of hazardous hanging limbs greater than 2 inches in diameter.	Each	\$59.00
15.0 Removal of hazardous standing trees greater than 6” up to 12” in diameter.	Each	\$25.00
16.0 Removal of hazardous standing trees 13” – 24” in diameter.	Each	\$65.00
17.0 Removal of hazardous standing trees 25” – 36” in diameter.	Each	\$145.00
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	\$3.35
20.0 TDSR Site operation as described in RFP for air curtain incineration services	CY	\$2.45
21.0 TDSR Site operation as described in RFP for C&D and mixed debris services	CY	\$1.95



22.0 Dead Animal Carcass hauling to a designated landfill or incinerator site (based on one-way miles) (incinerator operation and disposal compensated under Part B). Price per pound per mile.	Pound/ Miles	\$0.50
Item/Description	Unit	Unit Price
23.0 Household Hazardous Waste	Pounds	\$4.98
24.0 White Goods	Each	\$32.00
25.0 Freon Removal	Each	\$39.00

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:**

**Ceres Environmental Services, Inc.**

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

Equipment Type	Hourly Equipment Rate	Hourly Labor Rate	Total
Air Curtain Pit Burner	\$55.00	\$36.00	\$91.00
Air Curtain Refractory Incinerator	\$85.00	\$36.00	\$121.00
Bobcat Loader	\$42.00	\$36.00	\$78.00
Bucket Truck w/Operator	\$85.00	\$72.00	\$157.00
Chipper/Mulcher (8" throat)	\$45.00	\$36.00	\$81.00
Chipper/Mulcher (12" throat)	\$58.00	\$36.00	\$94.00
Crash Truck w/Impact Attenuator	\$46.00	\$36.00	\$82.00
Crew Foreman w/Cell Phone and Pickup	\$12.00	\$45.00	\$57.00
Dozer, Tracked, D5 or similar	\$121.00	\$42.00	\$163.00
Dozer, Tracked, D6 or similar	\$132.00	\$42.00	\$174.00
Dozer, Tracked, D7 or similar	\$139.00	\$42.00	\$181.00
Dozer, Tracked, D8 or similar	\$155.00	\$42.00	\$197.00
Dump Truck, 18 CY-20 CY	\$45.00	\$36.00	\$81.00
Dump Truck, 21 CY-30 CY	\$49.00	\$36.00	\$85.00
Generator and Lighting	\$43.67	\$0.00	\$43.67
Grader w/12' Blade	\$137.00	\$42.00	\$179.00
Hydraulic Excavator, 1.5 CY	\$136.00	\$42.00	\$178.00
Hydraulic Excavator, 2.5 CY	\$145.00	\$42.00	\$187.00
Knuckleboom Loader	\$128.00	\$36.00	\$164.00
Laborer w/Chain Saw	\$5.00	\$32.00	\$37.00
Laborer w/small tools, traffic control, flag person	\$3.00	\$32.00	\$35.00
Lowboy Trailer w/Tractor	\$57.00	\$42.00	\$99.00
Log Skidder	\$125.00	\$42.00	\$167.00
Mobile Crane (Adequate for hanging limbs/lean	\$145.00	\$42.00	\$187.00

[illegible]