

Request for Proposals
Contingency Disaster or Storm Debris Clearing, Removal, Disposal Services and
Staging and Reduction Sites for Jackson County, Texas
RFP REFERENCE NO. 19-03



SUBMIT PROPOSALS TO:

Jackson County Auditor
Michelle Darilek/RFP#2019-DDRDS
411 N Wells, Room 201
Edna, TX 77957

SUBMIT NO LATER THAN:

Wednesday, July 31, 2019
2:00 PM (Central)

MARK ENVELOPE

RFP 19-03
Debris Removal Services

*Requests for information must be in writing via email
and directed to:*

Michelle Darilek, CPA
Jackson County Auditor
m.darilek@co.jackson.tx.us

*Results will not be given by telephone.
Results will be provided after final agreement
approved by the Jackson County Commissioners
Court and the Council of Government for the
Entities' of City of Edna, Ganado and La Ward*

**ALL RFPs MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE AUDITOR'S OFFICE OF JACKSON COUNTY ON OR
BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.**

RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Jackson County website no later than 48 hours prior to bid opening.)
- Submit responses in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Jackson County, Texas

VENDOR INFORMATION

Legal Company Name (top line of W9)		
Business Name (if different from legal name)		
Federal ID # or S.S. #		DUNS #
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax-Exempt Organization	
Publicly Traded Business	<input type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____	
Remittance Address		
City/State/Zip		
Physical Address		
City/State/Zip		
Phone/Fax Number	Phone: _____ Fax: _____	
Contact Person		
E-mail		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise Certification # _____ SBE-Small Business Enterprise Certification # _____ HUB – Texas Historically Underutilized Business Certification # _____ WBE-Women’s Business Enterprise Certification # _____	
Company’s gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____
	>\$22,400,000 _____	
NAICs codes (Please enter all that apply)		
Signature of Authorized Representative		
Printed Name		
Title		
Date		

THIS FORM MUST BE SUMMITTED WITH THE SOLICITATION RESPONSE

SECTION 1
GENERAL INFORMATION

1.0 Purpose

The purpose of this Request for Proposal (hereafter referred to as "RFP") is to solicit formal written Proposals from experienced individuals, corporations, partnerships, and other legal entities (PROPOSER) to perform contingency debris removal, disposal, and operation of temporary debris staging and reduction sites ("Project") for Jackson County (hereafter referred to as "County"), including the City of Edna, the City of Ganado, and the City of LaWard, Texas (hereafter referred to as the "Cities"). Collectively the County and the Cities are hereafter referred to as the "Entities". All aspects of the Project are to be conducted in accordance with the terms, conditions and requirements set forth in this RFP and any and all Federal Emergency Management Agency (FEMA) rules and regulations.

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 3 hurricane. However, the management of debris created by all other types of manmade and natural disasters is also included within the scope of this contract such as a flood.

1.1 Tentative Procurement Schedule

A summary schedule of the major activities associated with the Entities procurement process of this Solicitation is presented below. The COUNTY will notify of any changes in association with submittal duties by written Addenda.

Table 1.1 – Procurement Schedule

Milestone		Date
RFP Published:		July 10, 2019
Pre-Proposal Meeting		July 24, 2019 @ 9:30 AM (CST)
Deadline for Questions		July 24, 2019 @ 3:00 PM (CST)
Submission Due Date:		July 31, 2019
Commissioners Court Permission to Negotiate		August 13, 2019
Interviews, if necessary		TBD

1.2 Proposal Submission and Withdrawal

The COUNTY must receive all Proposals no later than **2:00 PM, July 31, 2019** at the following address:

Jackson County Auditor
Michelle Darilek-CPA
411 N. Wells Street – Room 201
Edna, Texas 77957

The COUNTY cautions those submitting Proposals if the Proposal is hand delivered, deposit it with the Jackson County Auditor's Office located in the Courthouse Annex Building at 411 N. Wells Street, Room 201, in Edna Texas. Telephone confirmation of timely receipt of the Proposals may be made by calling (361) 782-2072 before the deadline. All Proposals received after the established deadline will be rejected and returned unopened. PROPOSER may withdraw their Proposals by notifying the County Auditor's Office in writing at any time prior to the time set for the Proposals receipt deadline. PROPOSERS may withdraw their Proposals in person or through an authorized representative. PROPOSERS and authorized representatives must disclose their identity and provide a signed receipt for the Proposals. Proposals, once opened, become the property of the COUNTY and will not be returned to the PROPOSERS. No proposal may be withdrawn for a period of 90 calendar days after opening without the permission of the Entities. No oral, telegraphic, telephonic, or facsimile proposals will be considered.

1.3 Communication Protocol

The Jackson County Auditor will serve as the liaison between the COUNTY and the CITIES with which intergovernmental or mutual aid agreements are in place at the time of performance. All questions and communications concerning this procurement process must be directed to Jackson County Auditor, Michelle Darilek. All requests for clarifications or additional information *must be submitted in writing via electronic mail to m.darilek@co.jackson.tx.us*.

All questions shall be submitted no later than the date specified in Table 1-Procurement Schedule

Proposals may be obtained from the COUNTY website, www.co.jackson.tx.us under the Bid Notices and Results or at the office of Jackson County Auditor, Michelle Darilek, CPA, at 411 N. Wells, Room 201, Edna, Texas 77957 after the Entities have awarded the contract.

General, Process or Technical Questions concerning this solicitation should be directed to Kelly Janica, Jackson County Emergency Management Coordinator at jceoc@co.jackson.tx.us

1.4 Interpretations and Addenda

Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact as specified in Section 1.3. Deadline for submission of questions and/or clarification is no later than Wednesday, July 10, 2019, at 10:00 AM (central). Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

Should revisions to the RFP become necessary, the COUNTY will issue written Addenda. All Addenda's must be acknowledged. Addenda may be downloaded from the COUNTY'S website at www.co.jackson.tx.us . PROPOSERS' submittals may be rejected as non-responsive if PROPOSERS have failed to submit Proposal without Addenda Acknowledgement. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect.

1.5 Pre-Proposal Conference Information

A Pre-Proposal Conference will take place on the date indicated in Section C (Timeline), in the Jackson County Emergency Operations Center located at 115 W. Main Street, in Edna Texas (located inside the Jackson County Courthouse). There is no opportunity for remote attendance of this meeting.

1.6 Rights of the Entities

This RFP constitutes an invitation for submission of Proposals to the Entities. This RFP does not obligate the COUNTY or CITIES to procure or contract for any of the scopes of services set forth in this RFP. The Entities reserve and holds at its sole discretion, various rights and options under Texas law, including without limitation, the following:

- To prepare and issue addenda to the RFP that may expand, restrict, or cancel any portion or all work described in the RFP without obligation to commence a new procurement process or issue a modified or amended RFP.
- To receive questions from potential PROPOSERS and to provide such answers in writing as it deems appropriate.
- To waive any informalities, technicalities or irregularities in the Proposals submitted.
- To reject all Proposal submissions.
- To change the date for receipt of Proposals or any deadlines and dates specified in the RFP.
- To change the procurement and/or selection process prior to receipt of Proposals
- To conduct investigations with respect to the information provided by each PROPOSER and to request additional information (either in writing or in presentations and interviews) to support such PROPOSER'S responses and submittals.
- To visit facilities referenced in the PROPOSER'S submittal at any time or times during the procurement process.

- To seek clarification of Proposals from the PROPOSERS either in writing or in presentations and interviews.
- To cancel the RFP with or without the substitution of another RFP.

1.7 Public Records Act/Information Disclosure to Third Parties

Proposals will be opened on the date specified on the cover page and kept secret during the process of negotiations. Only the names of the respondents will be made public at time of opening. All Proposals that have been submitted shall be open for public inspection only after final contract award, subject to the requirements of the Texas Public Information Act. The law provides for certain exclusions to disclosure. If the PROPOSER believes that some information contained in their Proposals is exempt from disclosure, the PROPOSER is instructed to label such information as confidential, specify the pertinent section of the public record law that justifies nondisclosure, and request in writing the COUNTY keep such information confidential and free from disclosure. The COUNTY reserves the right to make any final determination of the applicability of the public records law. In addition, all Proposals received by the Proposal submission date will become the property of the COUNTY and will not be returned. Oral presentations, meetings where PROPOSER(S) is answering questions, negotiations, and COUNTY meetings to discuss negotiation strategy are exempt from public access.

1.8 Funding

The Jackson County Commissioners Court and/or Cities' Council Government will establish funding for this contract once a disaster has been declared/determined. No work should begin without prior written authorization. Funding for subsequent years is based on budget appropriations as set by Jackson County Commissioners Court and/or Cities' Council of Government.

1.9 Place of Performance

Applicable Law and Venue: This contract is performable in Jackson County Texas and shall be governed by the law of the State of Texas (excluding conflict of laws rules if the application of such rules would require the application of the laws of a different state or nation). Venue for any action hereunder, at law or in equity, shall be in a court of competent jurisdiction located in Jackson County, Texas.

1.10 Gratuity Prohibition

Proposers shall not offer any gratuities, favors, or anything of monetary value to any Official, Employee, or Agent of Entities for influencing consideration of this Proposal.

1.11 Bond Requirements

The awarded PROPOSER must be capable of executing satisfactory Performance Bond and Payment Bond for one-hundred (100%) percent of the awarded contract sum in accordance with the conditions of the contract. The Bonds must be submitted within thirty (30) calendar days of Award of Contract and on forms included in the Contract Documents. The Bonds must be issued by a solvent surety company that possesses a valid certificate of authority from the United States Secretary of the Treasury, as evidenced by the list published in the Federal Register by the United States Department of the Treasury, covering the date on which the bond was executed. Bonds are to be furnished as a guarantee of the faithful performance of work and for protection of the claimants for labor and material. The Performance Bond shall extend for a period of one year (12 months) from the date of the Owner's Certificate of Acceptance.

If the total amount awarded is less than \$25,000.00, a Performance and Payment Bond will not be required provided that the Owner will pay no monies to the Contractor until completion and acceptance of the work.

In accordance with Government Code §2253.021, if the bid amount exceeds \$50,000.00, the Owner will require a 100% Payment Bond for the Project. If the bid amount exceeds \$100,000.00, the contractor will be required to provide the Performance Bond and Payment Bond.

1.13 Insurance Requirements

All respondents must submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. At contact execution, 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 (or a Claims Made form for Professional Liability insurance) from a reputable insurance company or companies licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1.12.1 Workers' Comp & Employer's Liability (contractor must comply with requirements of Tex. Labor Code § 406.096 and 28 TAC § 110.110). In addition, insurance certificate must provide:

- a. Policy Limits --- "Statutory Limits" box should be checked on certificate & coverage must comply with rules of Texas Workers' Compensation Commission applicable to public construction contracts.
- b. Waiver of Subrogation against the Entities and its officers, agents, and employees shall be included.
- c. If any of the Contractor's employees engaged in hazardous work on the project under this contract are not protected under the Worker's Compensation Statute, then the Contractor shall provide adequate employer's general liability insurance for the protection of this class of employees.

1.12.2 General Public Liability Insurance as follows:

\$250,000 for injuries to one person per occurrence; \$500,000 for injuries to all persons in a single occurrence per occurrence; and \$100,000 for property damage per occurrence

OR

\$600,000 combined single limit per occurrence.

The policy shall name the Entities as an additional insured, be on the commercial general liability form, and include a waiver of subrogation against the County and its officers, agents, and employees. The policy shall provide a products/completed operations endorsement and coverage for contractual liability and acts of independent contractors. No XCU exclusions will be allowed.

1.12.3 Comprehensive Motor Vehicle Liability

Comprehensive Motor Vehicle Liability Insurance on all motor vehicles (other than off-road equipment) used in connection with the contract: Contractor shall comply with the insurance requirements of the State of Texas for operating a motor vehicle used to commute to the worksite; however, if the work on the worksite will be performed with a motor vehicle registered with the State of Texas, then the requirements shall be as follows:

\$250,000 for injuries to one person per occurrence; \$500,000 for injuries to all persons in a single occurrence per occurrence; and \$100,000 for property damage per occurrence

OR

\$600,000 combined single limit per occurrence.

The policy shall name the Entities as an additional insured and include a waiver of subrogation against the County and its officers, agents, and employees.

1.12.4 Owner’s Protective Liability

If the contract is for more than \$100,000, Owner's Protective Liability, issued in the name of the Entities, on a separate Certificate of Insurance as follows:

- \$250,000 for injuries to one person per occurrence;
- \$500,000 for injuries to all persons in a single occurrence per occurrence;
- and \$100,000 for property damage per occurrence OR
- \$600,000 combined single limit per occurrence.

1.12.5 Umbrella Policy

If the contract is for more than \$100,000, Umbrella Policy Coverage of at least \$500,000 overlying commercial general liability and motor vehicle liability policies with the Entities shall be named an additional insured on this policy,

OR

at least \$1,000,000 Combined Single Limit on both General Public Liability and Comprehensive Motor Vehicle Liability Insurance.

The Contractor will require all subcontractors who provide services on the project to adhere to these requirements.

1.14 American With Disabilities Act (ADA)

Proposals 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.

1.15 Drug-Free Workplace:

All Respondents 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 ensure that the County maintains a drug-free workplace.

1.16 Power of Attorney

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

1.17 Tax Exempt:

The Entities are exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This project will be deemed a separate project for Texas tax purposes, and as such, Jackson County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this project. Respondent to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

1.18 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.

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 function incidental to the actual construction.

Contractors must adhere to any Federal implementing regulations and other requirements that the Department and 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. 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.

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 (40U.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.

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. If Federal grants or loans are utilized in whole or part to fund the project, the Federal agency or the Loan agency or the 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.

Clean Air Act and the Federal Water Pollution Control Act.

a. 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.

b. 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.

Energy Policy and Conservation Act.

Contractor agrees to comply with the Energy Policy and Conservation Act (42U.S.C. Section 6201).

Debarment and Suspension.

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 (3C.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).

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.

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.

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.

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.

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>.

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.

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.

Compliance with Federal Law, Regulations, and Executive Orders.

The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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.

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.

Civil Rights and Non-Discrimination.

During the performance of this contract, the Contractor agrees as follows:

- a) 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.

- b) 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.

- c) 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.

- d) 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.

e) 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.

f) 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.

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:

- a) Placing small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that it solicits small and minority businesses and women's business enterprises whenever they are potential sources;
- c) 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;
- d) Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses and women's business enterprises;
- e) Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce
- f) Contractor must require subcontractors to take the five affirmative steps described in a-e above.

Environmental and Historic Preservation Protections.

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.

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.

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.

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. §§ 37293733.

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.

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.

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.

1.17 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, 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 II

PROPOSAL REQUIREMENTS

2.0 Proposal Evaluation Definitions

2.0.1 Proposal Evaluation - The Entities will review all qualified responses to this RFP and select the Proposal that is determined to be in the best public interest in accordance with the intent of this RFP. All Proposals will first be screened for adherence to the requirements of this RFP. The Entities will not consider non-responsive proposals. A non-responsive Proposal is a Proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined by the Entities.

2.0.2 Exceptions to the RFP - Provide all exceptions to RFP terms and conditions (cite specific RFP sections applicable to each exception). These exceptions shall be considered to be negotiable items and any final agreements will be in addition to the Entities' Standard Terms and Conditions as well as any future items and conditions incorporated via Addendum to this RFP.

2.0.3 Indemnification - PROPOSER agrees to defend, indemnify, and hold the Entities **whole** and harmless against and any all claims for damages, costs and expenses to persons or property to the extent that they arise out of, or be occasioned by any negligent act or omission of PROPOSER or any officer, agent, servant, employee, or associate of PROPOSER in the execution or performance of this agreement.

PROPOSER further agrees to indemnify the Entities against all claims for damages that may arise from any claim made by an officer, agent, employee, associate, or subcontractor of PROPOSER or as a result of the entry of any of PROPOSER's officers, agents, employees, associates or subcontractors onto the property of the Entities. The duty to indemnify provided by the previous sentence shall apply regardless of the acts or omissions of the Entities, if the damage arises from (1) personal injury, (2) death, (3) property injury or (4) any other expense that arises from the personal injury, death, or property injury. Furthermore, any money due the successful PROPOSER under this Contract shall be considered necessary to the Entities and may be retained for the use of the Entities to secure this indemnity.

2.0.4 Rejection of Proposal - The Entities reserve the right to reject any or all Proposals, to waive all formalities and to accept any Proposal considered advantageous to the Entities. In the case of ambiguity or lack of clearness, the Entities reserves the right to construe a Proposal in a manner most advantageous to the Entities, or to reject such Proposal.

2.0.5 Debarment - By submitting a Proposal, the PROPOSER certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

2.0.6 Waiver of Interest - The PROPOSER selected by the Entities shall waive all rights to interest on retainage as called for in Section 2252(2), Government Code, and shall execute a waiver of these rights simultaneously with the execution of the contract.

2.0.7 Conflict of Interest - Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. Jackson Entities) must disclose the in the **Questionnaire Form CIQ**

(FORM D) the person’s affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the Jackson County Auditor’s Office and/or City Secretary of the Cities, no later than seven (7) days after the date the person begins contract discussions or negotiations with the Entities, or submits an application or response to a request for Proposals or bids, correspondence, or another writing related to a potential agreement with the Entities. Updated Questionnaires must be filed in conformance with Chapter 176

2.0.8 Compliance with Laws – In connection with furnishing of supplies or performance of work under the contract the PROPOSER agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act and all other applicable Federal and State Laws, Regulations, and Executive Orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontractors awarded hereunder.

2.0.9 Drug and Alcohol Testing - The PROPOSER shall provide a drug and alcohol testing policy with bid, outlining the PROPOSER’s drug testing procedures. The expense of the drug testing shall be that of the PROPOSER. When reasonable cause exists to believe that a PROPOSER’s employee is violating the provisions of the Entities Substance Abuse Guidelines and/or Policy, the Entities reserve the right to inspect all PROPOSER’s work areas, which include any personal items brought onto the Entities premises including personal vehicles. Any violation of the provisions of the Entities Substance Abuse Guidelines and/or Policies by a PROPOSER or employee or other sub-contracted employee of the PROPOSER will result in the immediate removal from the work site.

2.1 General PROPOSAL Evaluation Criteria

In order to facilitate the analysis of responses to this Proposal, PROPOSER’s are required to prepare their Proposals in accordance with the following instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the PROPOSER’s capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

Evaluation Criteria – PROPOSER’s are required to follow the outline below when preparing their Proposals:

- | | |
|------------|--|
| Tab | Title |
| | Title Page |
| | Letter of Transmittal |
| | Table of Contents |
| | Executive Summary* |
| | 1) Pricing |
| | 2) Company Experience |
| | 3) Company Management Plan |
| | 4) Required forms (insurance, vendor forms, W9, debt form) |

*Executive Summary - This part of the response to the Proposal should be limited to a brief narrative highlighting the Respondent’s proposal. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent

Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Pricing (weight factor = 40%)

- Provide detailed pricing utilizing pricing schedules.

Tab 2

Company Qualifications, Experience, Resources and Availability (weight factor=30%)

- General information about your firm including the location of the principal office and/or significant branch offices, which office would be directly responsible for the contract, if awarded, number of years providing these services, and number of staff your firm employs.
- Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing Debris Removal services for County and Municipal Governments. List last ten (10) activated contracts; provide the name and address of each activation, contact person, phone number and email address and total quantity of removed debris in yardage
- Provide list of current Debris Removal Contracts, for the Gulf Coast area, your firm will be expected to activate. Provide an estimate of the current workload and future commitments to other emergency response contracts both in man-hours per years and a percentage of total workload for all key project personnel.
- Safety Performance – Documentation of past safety performance. Include company’s safety log summaries submitted to OSFHA and those of proposed subcontractors for, 2016, 2017 and 2018 calendar year.
- Describe type of problems your firm has encountered on similar projects, and explain what your firm did to resolve the problems and what steps were taken to avoid such problems on future projects.
- Bonding- State your firm’s bonding capacity. Attach letter from your firm’s bonding company stating its rating and the maximum amount in which your firm can be bonded.
- Disputes- List of all closed, active, and pending FEMA disputes, audits or lawsuits, and the judgment or outcome of each, involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.

- Reimbursements- List and provide an explanation of all unrecovered FEMA reimbursements that occurred on Disaster Debris Removal and Disposal projects for which the Proposer served as the primary contractor during the last five (5) years.
- Contracts Terminated- Provide a list of any contracts that have been terminated unfavorably or that have been unsuccessful within the past five (5) years. Explain the reason for termination and include contact names, titles, and phone numbers/email address.
- Litigation or Regulatory Action- Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last three (3) years.

If an action has been filed, stated and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect.

- Financial Statement-Provide Proposer’s balance sheet and statement of profit and loss for the preceding two (2) calendar or fiscal years, certified by either an appropriate corporate officer or an independent Certified Public Accountant and the latest D&B report.

Tab 3

Company’s Management Plan (weight factor=20%)

- Provide a detailed submission of your ability to manage debris sites including, but not limited to prompt payments for services rendered by subcontractors.
- Proposed Staffing- Provide all proposed staffing (administrative and field). Include personnel by title and quantities generally provided per each DMS, in the field, etc. The Proposer must provide reasonable assurance that the identified personnel will be available to work on future projects.
- Provide demonstrated knowledge, experience, and expertise in all requirements and regulations established by FEMA, and reimbursement rules and procedures, FHWA, TxDOT, NRCS, USACE, Federal Aid Construction requirements, and any other governmental agency with jurisdiction over the scope of services described in this RMP.
- Subcontractors- Provide a subcontractor plan to include a clear description of the percentage of work to be contracted out and how subcontractors will be notified to comply with all requirements. Indicate participation by local subcontractors.
- Equipment- Provide details of firm’s fleet, inventory of equipment and supplies that will be available following a disaster event. Include location of warehouse(s) used to store firm’s equipment and supplies. Jackson County and/or the Cities expect that the supporting equipment will be sufficiently maintained so as to be available to operate in a safe and reliable manner.

Tab 4

Overall Completeness of Submission Requirements of RFP with Content and Forms (weight factor=10%)

- ❖ Proof of Insurance
- ❖ Proof of bonding capability
- ❖ Completed vendor forms
- ❖ Completed W9 form
- ❖ Completed debt form

Evaluation Criteria	Weight Factor %
Pricing	40%
Company Qualifications, Experience, Resources and Availability	30%
Companies’ Management Plan and Project Approach	20%
Overall Completeness of Submission Requirements of RFP with Content and Forms	10%
TOTAL	100

2.2 Proposal Content Requirements

2.2.1 RFP Copies

The complete Original Proposal and seven (7) paper Copies of the completed Proposal and must be submitted in a sealed envelope/package. Insure that all required elements of this RFP are provided. All proposals shall be marked **DEBRIS REMOVAL SERVICES RFP 19-03**

2.2.2 Title Page

Provide a title page with the Proposal showing the RFP subject, name of PROPOSER, address, telephone number, fax number and email address. The title page must be signed by an officer of the firm in blue ink.

2.2.3 Original Proposal

The Original Proposal must be typewritten, and clearly marked "ORIGINAL" and contain all original signatures signed in Blue Ink. Proposals must include label tabs which identify the sections of the Proposal. Original Proposal all be easily reproducible, do not bind or staple.

2.2.4 Proprietary Information

If a Proposal includes any Proprietary Data or Information that the PROPOSER does not want disclosed to the public, such data or information must be clearly identified on every page on which it is found. Data or information so identified will be used by the Entities officials and representatives solely for the purpose of evaluating proposals and conducting contract negotiations.

2.3 Award of Proposal

The Proposals received in response to this RFP will be evaluated and ranked by the designee(s) for the Entities in accordance with the process and evaluation criteria contained above. Responses will be evaluated using the material and substantiating evidence presented in the response, and not on the basis of what is inferred.

After thoroughly reading and reviewing this RFP, each designee(s) for the Entities will conduct their independent evaluation of the Proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table.

Point assignments for each evaluation criterion will be at the discretion of each designee(s) for the Entities. Total point assignments from each Entities' designee(s) will be added together for a total overall score. This total score for each Proposer will determine the order of the Proposer's ranking.

The Entities will select a Primary, Secondary and Tertiary firm whose Proposals are the highest evaluated and responsible for the Entities. Contractual commitments are contingent upon the availability of funds, as evidenced by the issuance of a purchase order. All Contracts are subject to the approval of the County's legal counsel and Commissioners' Court, or the legal counsel and Cities' Council of Government prior to execution. Once awarded, the contract will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing.

Award of the contract will be made by the Commissioners Court of Jackson County and/or the Cities' Council of Government, to the responsible company(s) who has been determined to be the best-evaluated offer resulting from negotiations. The Entities reserves the right to waive any informality in any Proposal and to accept any Proposal which it considers to be in the best public interest, and to reject any or all Proposals. **The decision of the Entities shall be final.**

SECTION III

Contract Terms and Conditions, Stipulations of Invoicing & Conditions for Payment

3.0 CONTRACT TERMS AND CONDITIONS

The Contract Term shall begin upon award and the approval of the Commissioners Court of Jackson County and/or the Cities' Council of Government, and shall be for one (1) year with an option to renew annually for up to four (4) additional years if mutually agreed upon by both the Entities and the awarded Contractor.

Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing. Renewal shall be subject to approval by the Commissioners Court of Jackson County and/or Cities' Council of Government each period. Once renewal option is exhausted, the Debris Removal Management Contractor (DRC) must rebid.

The Entities retain the right to reject any and all bids or to request new bids at any time if in the best interest of the Entities.

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.

3.0.1 Renewal Pricing Terms

Any change in pricing for a renewal term may be based on a formula reflecting changes in the Consumer Price Index as determined by the Jackson County Auditor's Office and agreed upon by all parties.

3.0.2 Termination of Contract for Convenience

The Entities by written 90-day notification to the Debris Removal Management Contractor (DRC), may terminate the contract in whole or in part at any time, either for the Entities convenience or because of the failure of the DRC to fulfill their obligations under this contract.

3.0.3 Termination of Contract by Default

If the Debris Removal Management Contractor (DRC) refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its specifications and completion in accordance with the Contract, or any extension thereof, the Entities may, by written notice to the DRC, terminate and cancel the Contract. In such event, the DRC shall have the right to be compensated for work performed up until the time of termination, which shall become effective on the date as specified in the Notice of Cancellation sent to the DRC. The COUNTY shall be the sole authority in determining the amount of equitable payment to the DRC.

Upon receipt of such notice, the Debris Removal Management Contractor (DRC) shall:

- 1) Immediately discontinue any part or all services as directed by the authorized authority or representative of the Entities, and
- 2) Deliver to the Entities, the originals of all data, records, reports, load tickets, and such other information and materials as may have been accumulated by the Debris Removal Management Contractor (DRC) in performing under this contract, whether completed or in progress.
- 3) The rights and remedies of the Entities provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

3.0.4 Additional Condition of Contract Award – Certificate of Interest Parties Form 1295

Effective January 1, 2016, pursuant to Texas Government Code, Section 2252.908 (the “Interested Party Disclosure Act”), the County and/or Cities may not award a contract to a bidder unless the bidder submits a “Certificate of Interested Parties Form 1295 (the “Disclosure Form”) to the Entities as prescribed by the Texas Ethics Commission (“TEC”). In the event that the bidder’s bid for the Entities is the best bid received, the Entities or either of its consultants, will promptly notify the bidder. That notification will serve as the conditional verbal acceptance of the bid. Upon this acceptance, the winning bidder must promptly, not later than 4:00pm on the Tuesday following award by one or more of the Entities electronically file Form 1295. **Form 1295 can be found and filed electronically at www.ethics.state.tx.us/.**

3.0.5 Independent Contractor under Awarded Contract

The Entities intend that the awarded Debris Removal Management Contractor (DRC), in performing services under this contract, shall act as an independent Contractor (hereinafter known as Debris Removal Management Contractor (DRC) and shall have control of the work and the manner in which it is performed. The awarded DRC shall be free to contract for similar services to be performed for other persons, firms or corporations.

The awarded Debris Removal Management Contractor (DRC) is not to be considered an agent or employee of the Entities and is not entitled to participate in any employee benefits of the Entities. Further, the Entities shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker’s Compensation Insurance except with respect to the employees of the Entities.

3.1 STIPULATIONS OF INVOICING & CONDITIONS FOR PAYMENT

The awarded Debris Removal Management Contractor (DRC) shall submit invoices on a monthly basis to the appropriate entity within 30 days after the entity accepts the completed work pursuant to the contract. The appropriate entity shall pay the DRC within 30 days after receipt of the invoice. Invoices shall be submitted to the appropriate entity at the following addresses:

<u>Jackson County Auditor</u>	<u>City of Edna</u>	<u>City of Ganado</u>	<u>City of La Ward</u>
411 N. Wells, Rm 201 Edna, Texas 77957	126 W. Main St. Edna, Texas 77957	PO Box 264 Ganado, Texas 77962	PO Box 178 La Ward, Texas 77970

3.1.1 Invoicing Details

Invoices should be detailed as to (1) Date of Service, (2) Detailed Description of Services Provided, (3) Price.

Invoices will be processed for payment only after the verification of services performed is verified by the Local Debris Manager (LDM) and accepted for submission to the Jackson County Auditor and/or the City Financial Officers for payment. Payment will not be granted until appropriate deliverables are received and determined to be correct, accurate and consistent by the LDM or designee.

- Final invoice shall be submitted to the Jackson County Auditor and/or the City Financial Officers no later than (30) calendar days following final acceptance of the invoice by Local Debris Manager (LDM).
- The Debris Removal Management Contractor (DRC) shall ensure all contract quantities, and perform DRC invoice verification for the Entities and resolve any discrepancies that may exist.
- All invoices shall be submitted in an acceptable format to the Jackson County Auditor and/or City Financial Officers in an electronic and hard copy format with daily reports as supporting documentation. The invoices shall be submitted in accordance with Federal, State, and Local Rules, Regulations and Laws.

- All load tickets, forms, reports and other deliverables shall be accurately and correctly submitted in the initial instance of submittal. The Debris Removal Management Contractor (DRC) shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable
- All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproduction, clerical/administrative tasks, record keeping tasks, reporting tasks, quality control, overhead, profits and any other expenses necessary to the execution of a contract to be developed as a result of this RFP.
- No administrative, reporting and/or clerical expenses will be paid. Administrative, reporting and/or clerical expenses are to be burdened to labor rates for the Debris Removal Management Contractor (DRC). Billable time shall be limited to hours when debris-hauling trucks are in operation. The Local Debris Manager (LDM) shall determine the hours of truck operation and shall specify a starting time and ending time for truck operation. The truckload tickets shall determine the ending time of truck operation.
- No overtime rates will be paid.
- Payment of expenses considered incidental to the execution of the contract are at the sole discretion of Jackson County and/or the Cities. Examples of such expenses include but are not limited to the following; Radio and/or Television Advertising, Mass Mailings, Doorknockers, and Roadside Signs. Typically, those expenses related to public information on a County/Citywide basis would be considered incidental.

SECTION IV
Statement of Work

4.1 Project Description and Requirements

The Entities seek 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, Storage, and Reduction Sites (hereinafter known as TDSRS) in Jackson County, Texas, immediately after a hurricane or other disaster.

4.2 Objectives

The objectives of Debris Removal Management in the aftermath of an emergency are to:

- A) Reopen roads and provide access to facilities that provide essential government and population support services
- B) Remove Debris from Public Property
- C) Assist Citizens in removing Debris from Private Property
- D) Reduce the volume of Debris going to disposal facilities to extend the life of those facilities and reduce costs.
- E) Ensure hazardous materials are being segregated from other debris and properly disposed of.

Another objective of this RFP and subsequent contracting activity is to secure the services of experienced Debris Removal Management Contractor(s) who are 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.

It is the intent of the Entities to award this contingency contract to one (1) Primary Debris Removal Management Contractor that will be responsible for all debris operations listed within this contract and (1) Secondary Contractor that will be activated if the Primary Contractor fails to commence work within twenty-four (24) hours of issuance of the Written Notice to Proceed Task Order (NPTO). The Entities reserve the right to activate other Contractors at the same time dependent upon the severity of the disaster and debris from therein, and the availability of the Contractors. The contract will depend upon the number of disasters and does not guarantee or invoke an annual minimum.

The successful Contractor(s) must be capable of assembling, directing, and managing a work force that can complete the removal of a large amount of debris from any combination of unincorporated areas and incorporated areas as identified in 1.0 in a maximum of 90 calendar days and complete all disposal operations within 180 calendar days. This assumes that the entire Jackson 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 Proposer must be aware that it might not be possible to initiate operations of the area simultaneously after a storm.

When a major disaster occurs or is imminent the 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 the County and may require the Contractor to send an Operations Manager to the County within 24 hours to begin planning for operations and mobilization. Subsequently, the County will issue the Notice to Proceed Task Order (NPTO), 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 Notice to Proceed Task Order from the County within the first 24 hours following landfall of a hurricane or occurrence of other disaster. Additional Task Orders will be issued for those Cities, indicated in a County Notice, for the debris removal, reduction, and disposal, within the boundaries of the Cities or the unincorporated County. The Contractor shall provide an Operations Supervisor for each Notice to Proceed Task Order for services. This Operations Supervisor will coordinate all Task Order activities of the Contractor within the boundaries of the County and the Cities.

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced DEBRIS REMOVAL MANAGEMENT CONTRACTOR (hereinafter known as DRC) 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 DRC must be capable of assembling, directing, and managing a work force that can complete the Debris Management Operations in 120 days or less. The Entities and the Debris Removal Management Contractor (DRC) will determine the duration of effort/completion dates of all tasks jointly. This determination will be set in writing in appropriate Notice to Proceed Task Order (NTPTO). A sample NTPTO is provided by **Exhibit G**.

The Debris Removal Contractor (DRC) shall perform all work in accordance with FEMA guidelines in order to maximize recovery of reimbursable expenses. This task shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished.

The Debris Removal Contractor (DRC) may be required, at the Entities discretion, to be under the direction of the appointed Local Debris Manager (herein after known as the LDM).

While intended to cover Debris Removal Management needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to Jackson County Texas and the Cities named within. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Jackson County, Texas. The Entities will enter into contingency Agreement to provide emergency debris removal and disposal services as required by the Entities.

4.2 Introduction

JACKSON COUNTY/ENTITY HISTORICAL FACTS & DEMOGRAPHICS

All of Jackson County and Cities therein have experienced major storms and flooding events in the past that were capable of producing large volumes of debris and waste and prompted pre-planning for recovery activities. The contract will depend upon the number of disasters and does not guarantee or invoke an annual minimum.

Jackson County is a county located in the U.S. state of Texas. The county has a total area of 857 sq. miles of which 829 square miles is land and 27 square miles is water. As of the 2010 census, its population was 14,075. Its county seat is Edna. The county was created in 1835 as a municipality in Mexico and in 1836 was organized as a county. Jackson County has (3) incorporated cities within its borders, City of Edna, City of Ganado and City of La Ward.

The City of Edna is the County seat in Jackson County, Texas. The land area of the City of Edna is 3.90 square miles and has a population density of 1,477 people per sq. mile. The population was 5,499 at the 2010 census. It is the county seat of Jackson County. Edna is the gateway to 11,000-acre Lake Texana.

The City of Ganado is an incorporated city in Jackson County, Texas, United States. The city has a total area of 1.2 sq. miles, all of it land. The population was 2,003 at the 2010 census.

The City of La Ward is an incorporated city in Jackson County, Texas, United States and has 0.8 sq. miles of land. The population was 200 at the 2000 census. The U.S. Census Bureau estimates the population at 193 as of 1 July 2008.

The Entities disaster recovery planning includes considerations for removing and processing the volumes and types of debris expected to be generated by a major disaster such as a 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 the COUNTY AND CITIES named within, using a combination of County, Municipal, and Debris Removal Management Contractor (DRC) forces.

If activation is required, the Entities intend to activate contracts on an as-needed basis as solely determined by the Entities. The Entities intend to activate the Debris Removal Management Contractor (DRC) in the order of final ranking as best meets the needs of the Entities. The Entities reserve the sole right to assign/reassign any or all DRC(s) at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition, which may warrant such action.

The Debris Removal Management Contractor (DRC) must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial Entities payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. The DRC 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 discovery recovery projects

The Agreement to be awarded under this RFP will be a contingency Agreement that will be activated only in the face of an emergency. As such, no compensation will accrue to the Debris Removal Management Contractor (DRC) unless and until the Agreement is activated either in anticipation of a natural disaster or immediately after such disaster.

The Entities does not guarantee a Debris Removal Contractor (DRC) will be activated if awarded a standby agreement.

SECTION V
General Debris Removal Operations

5.0 DEFINITIONS

- 5.0.1 **Chipping, Grinding, or Mulching:** The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as (75%) seventy-five percent, based on data obtained during reduction operations. The terms “chipping, “grinding”, and “mulching” are often used interchangeably.
- 5.0.2 **Clean Up Crew:** A group of individuals and/or individual working for the Disaster Debris Contractor, collecting disaster debris.
- 5.0.3 **Construction and Demolition Debris (C&D):** *See eligible Construction and Demolition Debris definition below*
- 5.0.4 **County/Entity Local Debris Manager (LDM):** The Entities’ duly authorized representative. The Entities’ Emergency Management Coordinator may also serve as the Local Debris Manager (LDM). The LDM will provide direction to the Debris Removal Management Contractor (DRMC) and the Debris Monitoring Project Contractor (DMPC) and communicate with County and/or Entity officials as to the status of services provided pursuant to this RFP and contracts. The LDM will be stationed in the Debris Management Center/Office. *(see 5.0.8)*
- 5.0.5 **Data Manager:** Manager of data collected from debris Removal and Monitoring Operations and employed by the DMC.
- 5.0.6 **Debris:** Items and materials broken, destroyed, or displaced by a natural or human caused federally declared disaster. Examples of debris include but are not limited to trees, C&D debris, and personal property. *See definition of eligible debris below.*
- 5.0.7 **Debris Clearance:** Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
- 5.0.8 **Debris Management Center/Office (DMC):** A pre-determined location set up by the Entities for the purpose of directing the debris removal and disposal operations. The DMC will serve as the office location for the Local Debris Manager (LDM) who is assigned by the County/Cities *(see 5.0.4)*
- 5.0.9 **Debris Management Removal Contractor (DRC):** Contractor(s) under contract with Jackson County and/or the Cities to remove storm deposited debris according to state and federal guidelines. Also known as the General Contractor.
- 5.0.10 **Debris Removal Contractor Operations Manager (DRCOM):** Sent to the County by the Debris Removal Management Contractor (DRC) within 24 hours after the first alert to the Contractor is activated by the County for the purpose of beginning the planning for operations and mobilization for when the first Notice to Proceed Task Order is issued by the County and/or Cities.
- 5.0.11 **Debris Removal Site Operations Supervisor/Foreman (DRSOS):** Employee/Representative of the Debris Removal Management Contractor (DRC) assigned to each Temporary Debris Staging, Storage and

Reduction Site (TDSRS) for overseeing the daily operations of the TDSRS and comply with all Task Order activities within the boundaries of the Entities.

5.0.12 **Debris Monitoring Project Contractor (DMPC):** Debris monitoring contractor, including employees, partners, principals, agents and assignees who are a party to the agreement for the purposes of providing

5.0.13 **Debris Monitoring Project Manager (DMPM):** Employee of the DMPC who functions as the primary point of contact and liaison for Entities and is responsible for the overall project management and coordinate of the Debris Monitoring Services

5.0.14 **Disposal Site/Tower Monitor (DSTM):** Employee of DMPC assigned to the debris management site to monitor DRC performance. Duties include, but are not limited to, ensuring the debris is eligible, to quantify and accurately document debris loads consistent with FEMA and FHWA guidelines.

5.0.15 **Eligible C&D Debris:** FEMA Publication 325 defines eligible C&D (Construction and Demolition Debris) as damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, equipment, furnishings, and fixtures that are a result of a disaster event. Eligible Debris is also defined as that which is determined to eliminate immediate threats to life, public health and safety; that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and that which is considered essential to ensure economic recovery of the affected community to the benefit of the community at large. Also;

- (1) Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way (ROW).
- (2) Debris removal must be the legal responsibility of the applicant.
- (3) Debris must be a result of the major declared disaster event.

5.0.16 **Eligible Trees, Leaners, Stumps and Vegetative Information**

5.0.16.1 **Eligible Hanger:** An eligible hanger is a hazardous limb that poses a significant threat to the public. According to FEMA Publication 325, the current eligibility requirements for hazardous hangers are as follows:

- (1) The limb must be greater than two (2) inches in diameter at the break.
- (2) The limb must be suspended in a tree and threatening the right-of-way or public use area.
- (3) The limb must be located on improved public property
- (4) The limb must be as a result of the major declared disaster event.

5.0.16.2 **Eligible Leaner:** A tree is considered hazardous and defined as eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public, and the tree is six (6) inches in diameter or greater as measured four and one-half feet (4 ½ ') from the ground.

Additionally, according to FEMA 325, a tree is considered an eligible leaner if one or more of the following apply:

- (1) The tree has more than fifty (50%) percent of the crown damaged or destroyed.
- (2) The tree has a split trunk or exposed heartwood.
- (3) The tree has been uprooted within a ROW or public use area.
- (4) The tree is leaning at an angle greater than thirty (30) degrees with evidence of ground disturbance as a result of the major declared disaster event.

5.0.16.3 Eligible Hazardous Stump: A stump is defined as a hazardous and eligible for reimbursement if all of the criteria are met. According to FEMA Publication 325, the current eligibility requirements for hazardous stumps are as follows:

- (1) The stump has fifty (50%) percent or more of the root ball exposed.
- (2) The stump is greater than twenty-four (24) inches in diameter when measured two (2ft) from the ground.
- (3) The stump is located in on a public ROW or public use area.
- (4) The stump poses an immediate threat to public health and safety.
- (5) The uprooted stump must be as a result of the major declared disaster event.

5.0.16.4 Eligible Vegetative Debris: As outlined in FEMA Publication 325, eligible vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include the following:

- (1) Debris must be located within a designated disaster area and be removed from an eligible applicant improved property or ROW.
- (2) Debris removal must be the legal responsibility of the applicant.
- (3) Debris must be a result of the major declared disaster event.

5.0.17 FEMA (Federal Emergency Management Agency): a funding source to Jackson County and the Cities through the State of Texas, for activities during an event declared a disaster by the President of the United States.

5.0.18 FEMA Publication 325 Debris Management Guide: This publication is specifically dedicated to the rules, regulations, and policies associated with the debris cleanup process. Familiarity with this publication and any revisions can help a local government limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act, including the following:

- (1) Eliminating immediate threats to lives, public health, and safety.
- (2) Eliminating immediate threats of significant damage to improved public or private property.
- (3) Ensuring the economic recovery of the affected community to the benefit of the community at large.

5.0.19 FHWA (Federal Highway Administration): The FHWA, through the Emergency Relief Program administered by the Texas Department of Transportation, is a federal funding source for work on Federal-Aid ("on-system") roadways and facilities

5.0.20 HOUSEHOLD HAZARDOUS WASTE (HHW) AND ELIGIBLE WHITE GOODS INFORMATION: The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, and corrosive, or meet other listed criteria. Examples of eligible Household Hazardous Waste (HHW) include items such as paints, cleaners, pesticides, etc.

5.0.21.1 Eligible Criteria for HHW:

- (1) HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
- (2) HHW removal must be the legal responsibility of the applicant.
- (3) HHW must be a result of the major declared disaster event.

- (4) The collection of commercial disaster-related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County or Cities with written authorization by the County Judge or related entities' Mayor.
- (5) All hazardous waste must be disposed of in accordance with all rules and regulations of local, state, and federal agencies.

As outlined in FEMA Publication 325, eligible white goods are defined as discarded disaster-related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the Federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled.

5.0.21.2 Eligible Criteria for White Goods:

- (1) White goods must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
- (2) White goods removal must be the legal responsibility of the applicant.
- (3) White goods must be a result of the major declared disaster event.

5.0.22 Notice to Proceed Task Order (NTPTO): Issued by the Entities giving authorization to the Debris Removal Management Contractor (DRC) to begin mobilizing the personnel and equipment as necessary to perform the stipulated debris removal work.

5.0.23 RACM: Regulated Asbestos Containing Material

5.0.24 Small Business Enterprise (SBE): A small scale enterprise that employs a small number of workers and does not have a high volume of sales. Such enterprises are generally privately owned and operated sole proprietorships, corporations or partnerships

5.0.25 Site Operations Management Plan (SOP): A drawn to specific scale plan of the site layout, road access and exits, debris staging, sorting area, and specified debris waste areas including reduction areas by burning, chipping.

5.0.26 Temporary Debris Staging, Storage and Reduction Sites (TDSRS): Texas Commission on Environmental Quality authorized and permitted site where debris is temporarily staged, stored, sorted and reduced by burning, grinding for recycled purposes. Debris resides at the site for a relatively short period prior to final disposal. Each TDSRS will be the responsibility of the Debris Removal Site Operations Supervisor/Foreman for the daily operations of the TDSRS.

5.0.27 TCEQ: Texas Commission on Environmental Quality.

5.0.28 TxDOT: Texas Department of Transportation

DEBRIS MANAGEMENT

Subsection 5.1

5.1.0 THE PLANNING

The Entities goal is to complete the debris removal and disposal process in 120 days. This assumes that the entire area of the Entities will be accessible within that period. Due to the low elevation and potential for flooding, some areas might not be accessible for several weeks after a major natural disaster. The Debris Removal Contractor (DRC) must be aware that it might not be possible to initiate operations in all parts of the County simultaneously immediately after a storm.

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.

A) Local Functions of Debris Management Operations

Debris Management Operations is a function of the Entities as a supporting agency to the Jackson County Office of Emergency Management and Cities individual Emergency Managers and appointed Coordinators.

The Local Debris Manager (LDM) is/are an individual(s) selected by the COUNTY and CITIES and will provide direction to the Debris Removal Management Contractor (DRC) and the Debris Monitoring Project Contractor (DMPC) and communicate with County Office of Emergency Management Coordinator, County and City officials as to the status of services provided pursuant to this RFP and contracts. The LDM will be stationed and direct their title responsibilities from the pre-determined Debris Management Center/Office (herein after known as the DMC-see 5.0.8 for definition).

B) Contingency Agreements

In addition to using COUNTY and/or CITIES labor forces and equipment, the Entities intend to execute ONE (1), (but reserves the right to execute more or less than one) Debris Removal and Disposal Agreements on a contingency basis for the purpose of having DRC(s) immediately available and committed to assisting the Entities in the aftermath of a major disaster.

Each Debris Removal Management Contractor (DRC) holding a Debris Removal and Disposal Agreement 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 Agreement. It is anticipated that the DRC will use both local and non-local subcontractors. Notwithstanding, the DRC will make every effort to use Small Business Enterprises (SBE), to the maximum extent practicable.

5.1.1 THE PROCESS

The Entities will initially send out an Alert Notification to the Debris Removal Management Contractor (DRC). This alert will serve to activate the lines of communication between the DRC's representatives and the Entities. This alert may require the DRC to send a Debris Removal Contractor Operations Manager (DRCOM) to the County within 24 hours to begin planning for operations and mobilization.

A) Notice to Proceed Task Order (NTPTO)

The County will issue the Notice to Proceed Task Order, which will activate the contract(s) and authorize the Debris Removal Management Contractor (DRC) to have their assigned Debris Removal Contractor Operations Manager (DRCOM) begin mobilizing the personnel and equipment as necessary to perform the stipulated work. The DRC should anticipate receiving this NTPTO from the County within the first 24 hours following landfall of a hurricane or occurrence of other disaster. The NTPTO will also direct the DRC to execute the required Performance and Payment Bond.

B) Additional Notices to Proceed Task Orders (NTPTOs)

Additional NTPTOs will be issued for those Entities', indicated in a COUNTY NTPTO, for the debris removal, staging, storage reduction, and disposal, within the boundaries of the CITIES or the unincorporated area of the COUNTY. The Debris Removal Management Contractor (DRC) will be notified of the additional NTPTOs and provide them to the Debris Removal Contractor Operations Manager (DRCOM), to coordinate all NTPTO activities assigned to the DRC within the boundaries of the County.

5.1.2 THE PROCEDURES AND ROLES OF RESPONSIBILITY

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 Debris Removal Management Contractor (DRC) will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with the Scope of Services. Disposal, recycling or reuse of debris and related by-products inside the Entities jurisdictional boundaries shall require written approval of the Local Debris Manger (LDM).

A) Responsibility at the Temporary Debris Staging and Reduction Site

The Debris Removal Management Contractor (DRC) will be responsible for the lawful disposal of all debris and debris-reduction byproducts generated at all Temporary Debris Staging and Reduction Sites (TDSRS). For purposes of this contract the terms Debris Management Site (DMS) and Temporary Debris Staging, Storage and Reduction Sites (TDSRS) are considered to be synonymous.

B) The General Concept and Scheduling of Debris Removal Operations

Debris Removal 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 Removal Management Contractor (DRC) or the Debris Removal Contractor Operations Manager (DRCOM) in coordination with the Local Debris Manager (LDM) will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.

The Debris Removal Management Contractor (DRC) or the Debris Removal Contractor Operations Manager (DRCOM) can assume the scope and schedule for debris removal, as prescribed by the LDM, will be consistent with the description of critical facilities and route clearing priorities based on an assessment of the disaster.

C) Temporary Debris Staging, Storage and Reduction Sites Locations and Roles of Responsibility

Temporary Debris Staging, Storage and Reduction Sites (TDSRS), will be identified for the temporary staging and reduction of vegetative and woody debris only. The Debris Removal Management Contractor (DRC) or their assigned representative in cooperation with the Local Debris Manager (LDM) will identify additional TDSR Sites as needed.

The Debris Removal Management Contractor (DRC) will be responsible for each Temporary Debris Staging, Storage and Reduction Site (TDSRS). The DRC will assign a Debris Removal Site Operations Supervisor/Foreman (DRSOS) to oversee the daily operations of the TDSR Sites and only allow assigned and identified DRC vehicles and other vehicles specifically authorized by the County and/or Cities to use the TDSR Sites. The locations of publicly owned sites currently identified are shown in **Exhibit B**. Additional sites may become available as plans develop.

The County Judge and/or Cities' Mayors in coordination with the Local Debris Manager (LDM) may also establish designated private property owner drop-off sites. The Debris Removal Management Contractor (DRC) or assigned Debris Removal Contractor Operations Manager (DRCOM) will be responsible for removing all debris from those sites as directed by the LDM.

5.1.3 THE CURBSIDE SEGREGATION OF PRIVATE PROPERTY DEBRIS, AND ROLES OF RESPONSIBILITY

Debris and disaster-generated or related wastes will be an element of the Entities disaster recovery program. The Debris Removal Management Contractor (DRC) will be required to aid in the segregation and waste stream management processes.

Citizens will be advised to separate all waste and debris to the extent practicable. Waste and debris from hurricanes, and other major storm events, will be classified into the following five categories with responsibility as shown:

A) Household trash and Putrescible Garbage

Continued responsibility of Private/Municipal Solid Waste Collection forces and associated contractors.

B) Leaves and Lawn Litter

The Local Debris Manager (LDM) will decide whether these are to be co-mingled with the loose vegetative debris or are to be collected separately to facilitate recycling.

C) Vegetative and Clean, Woody Debris

Must be suitable for chipping, grinding or burning, loosely stacked, placed by curb or road shoulder. This includes logs, stumps, root-balls, limbs, branches, and complete trees that may be removed and placed by the curb or shoulder of road for collection. Any reduction of size of woody debris to make suitable for chipping, grinding or burning is part of the *Debris Removal Management Contractor's (DRC) responsibility for removal and disposal.*

D) Construction and Demolition Debris (C&D)

Furniture, Furnishings, Appliances, Televisions, Home Computers, CRTs, etc. suitable for being landfilled or recycled, stacked by curb or shoulder – *Debris Removal Management Contractor's (DRC) responsibility for removal and disposal.*

E) Household Hazardous Waste (HHW)

Must be separated from all other types of waste and debris, placed at curb or road shoulder - *Debris Removal Management Contractor's (DRC) responsibility for removal and disposal.*

Any Household Hazardous Waste (HHW) mixed in with other debris and collected by the Debris Removal Management Contractor (DRC) is to be removed and set aside at the Temporary Debris Staging and Reduction Sites (TDSRS). The following items are considered HHW:

- | | | |
|--|-------------------------------------|---|
| ➤ <i>Cleaning Products</i> | ➤ <i>Batteries</i> | ➤ <i>Aerosol Spray Cans</i> |
| ➤ <i>Automotive Products</i> | ➤ <i>Indoor Pesticides</i> | ➤ <i>Fluorescent Light Bulbs</i> |
| ➤ <i>Lawn & Garden Products</i> | ➤ <i>Workshop/Painting Supplies</i> | ➤ <i>Compressed Gas Cylinders (ex. Propane Tanks)</i> |
| ➤ <i>Home/Office Electronics: computers, laptops, tablets, TV's, monitors, lithium and cadmium batteries</i> | | |

F) Household Waste Containment Area

The Debris Removal Site Operations Supervisor/Foreman (DRSOS) will set up a lined containment area at the Temporary Debris Staging and Reduction Site (TDSRS) and separate any HHW inadvertently delivered to a TDSR Site.

5.1.4 THE COMMERCIAL AND INDUSTRIAL HAZARDOUS WASTE

These types of 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 the Entities.

SCOPE OF SERVICES (SOS) AND SCOPE OF WORK (SOW)

Subsection 5.2

Background:

Jackson County is a semi-coastal and rural community and does have interlocal agreements in place for debris removal best practices with the incorporated jurisdictions of City of Edna, City of Ganado and City of La Ward.

Jackson County and the three incorporated jurisdictions (hereinafter known as Entities') are all vulnerable to natural and manmade disasters including Hurricanes, Tropical Storms, Flooding, Tornadoes, Oil Spills, and hazardous material releases. Disasters such as hurricanes and tropical storms often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian.

The Debris Removal Management Contractor (DRC) must handle debris management activities in conjunction with the Entities needs and in accordance with the applicable local, state and federal laws and regulations, including but not limited to, the Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT), Texas Division of Emergency Management (TDEM), Federal Department of Environmental Protection Agency (EPA) and Federal Emergency Management Agency (FEMA). The Debris Removal Management Contractor shall be proficient in, and experienced with, the documentation required to obtain reimbursement from federal agencies. The processes and documentation required will be in strict compliance with all federal regulations regarding eligibility.

The Debris Removal Management Contractor shall not be paid to collect, remove, process or dispose of debris that is unrelated to disaster damage without written authorization from the Local Debris Manager (LDM) or designee. Each pay item under this Scope of Services shall be hauled separately. Debris removal from private property may be authorized by Local Debris Manager (LDM) at the same rates as Right-of-Way (ROW) and public property debris removal.

One of the first essential steps in securing the Entities is the CLEARANCE and REMOVAL of hazardous debris to allow for security, emergency and other service traffic.

5.2.1 This section in Subsection 5.2- is divided into two (2) parts:

- **Phase 5.2.1-1** is for *Debris Clearance Definition and Priorities*
- **Phase 5.2.1-2** is for *Debris Removal Definition and Priorities*

Definition of DEBRIS CLEARANCE: Initial activities necessary to eliminate life and safety risks are defined as DEBRIS CLEARANCE. Little or no effort is made to remove debris from the right of way during this time.

Phase 5.2.1-1 Debris Clearance Priorities

PHASE 1 involves the IMMEDIATE CLEARANCE of debris from key roads in order to provide access for Emergency Vehicles and allow other mandated resources into the impacted area. During the first stage of recovery, debris activities will emphasize clearing key roads for emergency access by pushing debris to the edge of the right-of-way.

The Debris Removal Contractor (DRC) will give priority to CLEARANCE OF DEBRIS from at least one lane on all primary and secondary roads to expedite the movement of emergency service vehicles such as fire, police, and medical responders. Emergency responders.

Priority for debris CLEARANCE will be based upon the following criteria:

- Major Flood / High Impact Areas for extrication of people
- Ingress / Egress for Fire, Police and other Emergency Response Vehicles and Personnel
- Ingress / Egress to Hospitals, and other medical facilities
- Major traffic routes
- Routes to Government Facilities and Public Properties
- Routes to Shelters
- Access for Utility Restoration
- Major traffic routes
- Neighborhood Streets and Private Property that would adversely affect public welfare

Definition of DEBRIS REMOVAL: Refers to activities as a means to recovery, after the emergency routes are cleared. DEBRIS REMOVAL is implemented within two to five days following a major debris generating event, as access allows, and will encompass the processes of Debris Removal and Disposal.

Phase 5.2.1-2 Debris Removal Priorities, Debris Removal and Disposal Operations

PHASE 2 involves the need and demand for critical services that will increase significantly following a disaster. Accordingly, the first priority of debris removal resources will be to provide access to critical facilities pre-identified by the Local Debris Manager (LDM). Critical Facilities are identified as:

- Emergency Facilities
- Utilities
- Emergency Shelters
- Access to Key Staging and Debris Storage Areas
- Elimination of debris-related threats to public health and

Debris Removal and Disposal Operations

The purpose of Phase 2 of the Debris Removal and Disposition Operations, is to the requirements and protocols for Debris Removal and Disposal Operations after any catastrophic disaster with the Entities.

For work performed on a Time and Materials basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, and all other costs associated with the equipment including labor and operator.

5.2.1-2(A) REMOVAL AND HAULING ELIGIBLE VEGETATIVE DEBRIS

- As identified by and directed by the Debris Removal Management Contractor (DRC) or Debris Removal Management Contractor Operations Manager (DRCOM), the DRC shall accomplish the pickup, loading, and hauling of all vegetative Debris from public property and Right-of-Way (ROW). The DRC shall haul vegetative debris to a Temporary Staging, Storing and Reduction Site (TDSRS), at the Local Debris Manager's (LDM) direction. This pay item includes fallen tree and limb debris that is located on public property and ROW, as well as hazardous limbs and trees removed by the DRC under other pay items and placed on public property or ROW.
Payment under this pay item shall be based on a per cubic yard quantity.

5.2.1-2(B) REDUCTION OF ELIGIBLE VEGETATIVE DEBRIS BY GRINDING

- The Debris Removal Management Contractor (DRC) shall manage one or more Temporary Staging, Storing and Reduction (TDSRS) sites and shall reduce eligible vegetative debris by grinding, as directed by the Local Debris Manager (LDM). This may include vegetative debris delivered to the TDSRS by the DRC, by the COUNTY and/or CITIES or by others.
Payment under this pay item shall be based on a per cubic yard quantity.

- 5.2.1-2(C) LOADING AND HAULING OF VEGETATIVE DEBRIS REDUCED BY GRINDING**
- Debris Removal Management Contractor (DRC) shall load and haul all reduced (by grinding) vegetative debris for recycling or disposal at a final disposal site approved by the Texas Commission on Environmental Quality (TCEQ). The DRC may be required to remove and haul reduced vegetative debris from a Temporary Debris Staging, Storing and Reduction Site (TDSRS) site, to an TCEQ approved landfill. Transportation shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price bid on this pay item.
Payment under this pay item shall be based on a per cubic yard quantity.
- 5.2.1-2(D) DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING**
- The Debris Removal Management Contractor (DRC) shall dispose all reduced (by grinding) vegetative debris at a final disposal site approved by the Texas Commission on Environmental Quality (TCEQ). The DRC may be required to dispose reduced vegetative debris from a Temporary Debris Staging, Storing and Reduction Site (TDSRS), at a site approved by TCEQ. Disposal shall comply with all federal, state, and local laws and regulations.
 - The DRC shall be responsible for all tipping and disposal fees.
 Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price bid on this pay item.
Payment under this pay item shall be based on a per cubic yard quantity.
- 5.2.1-2(E) SITE MANAGEMENT AND REDUCTION OF VEGETATIVE DEBRIS BY BURNING**
- The Debris Removal Management Contractor (DRC) could be expected to manage one or more Temporary Debris Staging, Storing and Reduction Sites (TDSRS) and shall reduce eligible vegetative debris by burning, as directed by the Local Debris Manager (LDM). This may include vegetative debris delivered to the TDSRS by the DRC, by the LDM, or by others.
Payment under this pay item shall be based on a per cubic yard quantity.
- 5.2.1-2(F) LOADING AND HAULING OF VEGETATIVE DEBRIS REDUCED BY BURNING**
- The Debris Removal Contractor (DRC) shall load and haul all reduced (by burning) vegetative debris to a final disposal site approved by the Texas Commission on Environmental Quality (TCEQ) agency. The DRC may be required to remove and haul reduced vegetative debris from a Temporary Debris Staging, Storing and Reduction Site (TDSRS) or sites, to an approved landfill. Transportation shall comply with all federal, state, and local laws and regulations.
Payment under this pay item shall be based on a per cubic yard quantity
- 5.2.1-2(G) DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING**
- The Debris Removal Contractor (DRC) shall dispose all reduced (by burning) vegetative debris at a final disposal sites approved by the Texas Commission on Environmental Quality (TCEQ) agency. The DRC may be required to dispose reduced vegetative debris from a Temporary Debris Staging, Storing and Reduction Site (TDSRS) site or sites at a site approved by the TCEQ.

Disposal shall comply with all federal, state, and local laws and regulations. The DRC shall be responsible for all tipping and disposal fees.
Payment under this pay item shall be based on a per cubic yard quantity.
- 5.2.1-2(H) REMOVAL AND HAULING OF C&D / MIXED DEBRIS**
- As identified by the Local Debris Manager (LDM), the Debris Removal Management Contractor (DRC) shall accomplish the pickup, loading and hauling of all construction and demolition (C&D)/ Mixed debris from

public property and ROW, including structure demolition as approved by the Local Debris Manager (LDM). The DRC shall deliver C&D/ Mixed debris to a pre-determined Temporary Debris Staging, Storage and Reduction Site (TDSRS), transfer station, or landfill approved by the Local Debris Manager (LDM) permitted by the Texas Commission on Environmental Quality (TCEQ).

All items associated with structure demolition shall be included in this pay item:

- Removal and transportation of demolished structures and scattered C&D/ Mixed Debris on Private Property will be performed as identified by the Local Debris Manager (LDM)
- The Debris Removal Management Contractor (DRC) is required to strictly adhere to all local, state, and federal laws and regulations (such as obtaining demolition permits) for the demolition, handling, and transportation of non-regulated asbestos containing material (RACM).
- Once the debris removal vehicle has been issued a load ticket from the Debris Monitoring Project Contractor (DMPC) or Authorized Representative, the debris removal vehicle will proceed immediately to a pre-determined Temporary Debris Staging, Storage and Reduction Site (TDSRS), approved by the Local Debris Manager (LDM) transfer station, or final disposal site permitted by the Texas Commission on Environmental Quality (TCEQ). The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- Entry onto private property for the removal of eligible C&D/ Mixed debris will only be permitted when directed in writing by the Entities or Authorized Representative. The Entities will provide specific Right of Entry (ROE) and operational procedures for private property debris removal programs if requested.
- The Debris Removal Management Contractor (DRC) shall provide proof (from the respective utility) that all utility connections are disconnected and shall verify that the structure is unoccupied before demolishing.

Anticipated revenues from the recycling of debris shall be reflected in the unit price bid on this pay item.

Payment under this pay item shall be based on a per cubic yard quantity.

5.2.1-2(I) LOADING AND HAULING OF C&D / MIXED DEBRIS

- As identified by the Local Debris Manager (LDM), the Debris Removal Management Contractor (DRC) shall load and haul all staged construction and demolition (C&D)/ Mixed debris to a disposal site approved and permitted by the Texas Commission on Environmental Quality (TCEQ). The Contractor may be required to remove and haul C&D/ Mixed debris from a DMS site or sites managed by others, to an approved landfill. Transporting debris shall comply with all federal, state, and local laws and regulations.

Payment under this pay item shall be based on a per cubic yard quantity.

5.2.1-2(J) DISPOSAL OF C&D / MIXED DEBRIS

- As identified by the Local Debris Manager (LDM) or the Debris Monitoring Project Contractor (DMPC) or authorized representative, the Debris Removal Management Contractor (DRC) shall accomplish the disposal of all construction and demolition (C&D)/ Mixed debris removed from the ROW or an approved Temporary Debris Staging, Storage and Reduction Site (TDSRS) for disposal at a landfill approved by the Texas Commission on Environmental Quality (TCEQ) agency. Disposal shall comply with all federal, state, and local laws and regulations. The DRC shall be responsible for all tipping and disposal fees. Anticipated revenues from the recycling of debris shall be reflected in the unit price bid on this pay item.

Payment under this pay item shall be based on a per cubic yard quantity.

5.2.1-2(K) REMOVAL OF HAZARDOUS HANGING LIMBS

- The Debris Removal Contractor (DRC) shall remove hazardous hanging limbs (hangers) over 2” in diameter (measured at the point of break) from public property and ROW, as identified by the Local Debris Manager (LDM) or the Debris Monitoring Project Contractor (DMPC) or authorized representative as eligible for FEMA reimbursement. Trees with hazardous limbs must be identified by the Local Debris Manager (LDM) or Debris Monitoring Project Contractor (DMPC) or authorized representative prior to removal by the Debris Removal Management Contractor to be eligible for payment.

Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. **Payment for this item shall be on a per tree basis.**

Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be paid under separate vegetative debris pay items.

5.2.1-2(L) REMOVAL OF HAZARDOUS LEANING TREES

- The Debris Removal Management Contractor (DRC) shall remove hazardous leaning trees (leaners) 6” or greater in diameter (measured 4.5 feet above ground) from public property and ROW, as identified by the Local Debris Manager (LDM) or the Debris Monitoring Project Contractor (DMPC) or authorized representative as eligible for FEMA reimbursement. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Local Debris Manager (LDM) or the Debris Monitoring Project Contractor (DMPC) or authorized representative must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the **Bid Schedule**.

Payment for hauling, reduction and disposal of the hazardous trees collected and placed on ROW will be handled under separate vegetative debris pay items.

- If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall be removed along with the hazardous tree. The Debris Removal Management Contractor (DRC) shall back-fill each stump hole flush with the surrounding ground with compatible material. The Debris Removal Management Contractor (DRC) shall place compatible fill dirt in ruts created by DRC’s equipment and holes created by removal of hazardous stumps. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The ground surface shall be permanently restored to original grade and slope.

The cost of root ball removal, all fill material, and fill placement shall be incidental (absorbed) to the hazardous tree removal cost and will not be eligible for separate payment

5.2.1-2(M) REMOVAL OF HAZARDOUS STUMPS

- The Debris Removal Management Contractor (DRC) shall extract, transport, and dispose all hazardous stumps on public property or ROW that have at least 50% of the root ball exposed. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. If stumps 2 feet in diameter or larger measured 2 feet above the ground (which require extraction as part of the removal), payment shall include extraction, transport, disposal, and filling the root-ball hole.

Payment shall be on a per-stump basis.

- Stump removals smaller than 2 feet in diameter, or for stumps of any size that do not require extraction nor specialized equipment, **payment shall be based on volume at the same per cubic yard rates as for other vegetative debris.**
- When specialized equipment is required for loading and hauling of stumps 2 feet in diameter or greater with no extraction required, **payment will be on a per stump basis utilizing the unit price of vegetative debris and the cubic yard quantity shall be derived from the stump conversion table in the Public Assistance Program and Policy Guide, FEMA, FP 104-009-2, January 2016, Appendix E – Stump Conversion Table.**
- The Debris Removal Management Contractor (DRC) shall place compatible fill dirt in ruts created by DRC's equipment and holes created by removal of hazardous stumps. The DRC shall restore the ground to its original grade and slope with compacted, compatible fill so as to prevent settling.
The costs of all fill material and placement shall be incidental (absorbed) to the hazardous stump removal costs and will not be eligible for separate payment

5.2.1-2(N) REGULATED ASBESTOS CONTAINING MATERIAL (RACM)

- In addition to debris removal from public / private property and ROW, the Debris Removal Management Contractor (DRC) shall be fully responsible for removal, transportation, and disposal of RACM debris. This may include the demolition of structures containing RACM. The DRC shall comply with the Texas Commission on Environmental Quality (TCEQ) agency and EPA requirements for RACM loading, hauling, and disposal requirements at a location approved by the Local Debris Manager (LDM). The DRC will deliver the RACM material to a landfill approved by the Texas Commission on Environmental Quality (TCEQ) agency for the disposal of RACM. The DRC shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization. The DRC shall be responsible for all tipping and disposal fees.
- ***Demolition, Removal, Transport, and Disposal of RACM Structures*** - Under the Contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on public or private property within the jurisdictional limits of the Entities. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D/ Mixed debris on public or private property, will be transported to a pre-approved final disposal site in accordance with all Federal, State, and Local regulations.
 - The Debris Removal Contractor (DRC) is required to strictly adhere to all Local, State, and Federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.
 - Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from an RACM structure at a properly sanctioned facility in accordance with all applicable Local, State, and Federal regulations.
 - Any structurally unsound and unsafe structures will be identified and presented to the Entities for direction regarding decommissioning.

- Removal and transportation of eligible RACM demolished structures and eligible scattered C&D/ Mixed debris on private property will be performed as directed in writing by the Entities authorized representative
- Once the debris removal vehicle has been issued a load ticket from the Debris Monitoring Project Contractor (DMPC) or Authorized Representative, the debris removal vehicle will proceed immediately to a pre-approved final disposal site permitted by the Texas Commission on Environmental Quality (TCEQ) and accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- Entry onto public or private property for the removal of eligible C&D/ Mixed debris will only be permitted when directed in writing by the Local Debris Manager (LDM) or Authorized Representative. The COUNTY and/or CITIES will provide specific Right of Entry (ROE) legal and operational procedures for public or private property debris removal programs if requested.
- Once RACM is removed, the remaining material shall be removed and hauled as C&D/ Mixed material and the costs associated with the non-RACM shall apply
Payment under this item will be per ton

5.2.1-2(O) WHITE GOODS

- The Debris Removal Contractor (DRC) shall remove, decontaminate, transport, and recycle (or dispose if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. No contaminants (including Freon) shall be released during removal, hauling, recycling or disposal. All tipping and disposal fees shall be the responsibility of the DRC. Anticipated revenues from the recycling of white goods shall be reflected in the unit price bid on this pay item.

Payment under this item will be per each

5.2.1-2(P) ELECTRONICS WASTE

- The Debris Removal Contractor (DRC) shall remove, haul, and recycle (or dispose at an approved facility if necessary) electronics waste (e-waste) from public property and ROW. All tipping and disposal fees shall be the responsibility of the DRC. Anticipated revenues from the recycling of electronics waste shall be reflected in the unit price bid on this pay item.

Payment under this item will be per pound (Lbs.).

5.2.1-2(Q) CONCRETE

- The Debris Removal Contractor (DRC) shall load, haul, and dispose of Concrete and masonry material separated by the property owner and placed on public property and ROW, as declared eligible by FEMA. All tipping and disposal fees shall be the responsibility of the DRC. Anticipated revenues from the recycling of concrete shall be reflected in the unit price bid on this pay item.

Payment under this item will be per ton.

5.2.1-2(R) HOUSEHOLD HAZARDOUS WASTE (HHW)

- Household Hazardous Waste (HHW) includes handling, removal, collection, recycling, and/or disposal of propane tanks, paint, pesticides and other materials that are prohibited items from disposal in unauthorized landfills and other disposal sites.

The Debris Removal Contractor (DRC) will segregate these items from vegetative and C/D/ Mixed debris and load then transport the HHW to an approved recycling or pre-approved disposal site that is permitted by the Texas Commission on Environmental Quality (TCEQ). The HHW will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the DRC. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item.

Payment under this item will be per pound (Lbs.).

5.2.1-2(S) LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES

- The Debris Removal Contractor (DRC) shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. All tipping and disposal fees shall be the responsibility of the DRC. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item.

Payment under this item will be per each.

5.2.1-2(T) ABANDONED TIRES

- The Debris Removal Contractor (DRC) shall remove and transport abandoned tires from public property and ROW. The DRC will segregate these items from other debris then load and transport the tires to a recycling or authorized disposal site. The tires will be segregated in the field and hauled in concentrated loads. Tires shall be clean and pulled off of rims before delivery. All tipping and disposal fees shall be the responsibility of the DRC. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item.

Payment under this item will be per each.

5.2.1-2(U) DRAINAGEWAYS DEBRIS

- The Debris Removal Contractor (DRC) will provide a contract unit price per linear foot for collecting, hauling, and disposing eligible debris from drainage-ways, streams and bayous, which are determined at the sole discretion of the Debris Monitoring Project Contractor (DMPC) and the Entities to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal debris removal operations. This unit price will include all matting, equipment, loading, hauling, and disposal and will be priced per linear foot.

Payment under this item will be per linear foot.

5.2.1-2(V) MARINE DEBRIS

- Debris Removal Contractor (DRC) will provide a contract unit price per cubic yard for collecting, hauling, and disposing eligible debris from waterways, bays, canals and rivers which is determined at the sole discretion of the Debris Monitoring Project Contractor (DMPC) and the Entities to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal land debris removal operations. This unit price will include all matting, equipment for roadways, loading, hauling, and disposal.

Payment under this item will be priced per cubic yard quantity.

5.2.1-2(W) ABANDONED VEHICLES AND VESSELS

- Remove, haul, decontaminate, abandoned vehicles and vessels provided in categories below. Ownership reconciliation shall be in accordance with Texas State Law AND the RESPONSIBILITY of the Entities or their authorized representative. The Debris Removal Contractor (DRC) shall be fully responsible for removing substantially damaged vehicles and vessels as identified by the Entities or Authorized Representative (vehicles and vessels) from public property or right-of-way, and private property if approved. The Debris Monitoring Project Contractor (DMPC) or the Entities or Authorized Representative will identify the vehicles and vessels to be removed by marking the vehicles and vessels with an identifiable tag or by

listing them on a removal log. The abandoned vehicles and vessels will be pre-validated by FEMA where practical. The marked vehicles and vessels will be transported by the Debris Removal Contractor (DRC) to a pre-determined site or storage facility(s) provided to the DRC by the Entities.

It is the DRC's responsibility to load, transport, unload, and vehicles and vessels and to recycle or dispose of unclaimed vehicles in compliance with applicable Federal, State and local laws. The removal of these vehicles and vessels is intended for the reconciliation with the owner and/or insurance company responsible for the vehicles and vessels. The DRC, is responsible for gaining access to the vehicles and vessels for removal whether in private property or public property or obstructed by debris. This is a nonexclusive contract and does not guaranty a minimum number of vehicles and vessels. All tipping and disposal fees shall be the responsibility of the DRC. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item.

Payment under this item will be per each

- ***Abandoned Cars, Trucks and Vans***
 - Identify, lift, transport, unload, decontaminate, store or when authorized, dispose of Cars, Trucks and Vans from public property, private property (if approved) and rights-of-way
- ***Abandoned Campers, RV's and Shipping Containers:***
 - Identify, lift, transport, unload, store or when authorized dispose of Campers, RV's and Shipping Containers from public property, private property (if approved) and rights-of-way.
- ***Abandoned Busses and Tractor Trailers:***
 - Identify, lift, transport, unload, store or when authorized dispose of Buses and Tractor Trailers from public property, private property (if approved) and rights-of-way.
- ***Abandoned Utility and Boat Trailers:***
 - Identify, lift, transport and dispose of Utility Trailers and Boat Trailers from public property, private property (if approved) and rights-of-way.
- ***Abandoned Vessels – 10 to 26 Feet:***
 - Identify, lift, transport, offload, block and store, or when authorized dispose of eligible Vessels (over 10 feet and up to 26 feet in length) from public property, private property (if approved) and rights-of-way.
- ***Abandoned Vessels – 27 to 40 Feet:***
 - Identify, lift, transport, offload, block and store, or when authorized dispose of eligible Vessels (over 26 feet and up to 40 feet in length) from public property, private property (if approved) and rights-of-way.
- ***Abandoned Vessels – Over 40 Feet:***
 - Identify, lift, transport, offload, block and store, or when authorized dispose of eligible Vessels (over 40 feet in length) from public property, private property (if approved) and rights-of-way.

Management and Operations of Temporary Debris Staging, Storage and Reduction Sites (TDSRS)
Subsection 5.3

Purpose

The purpose of this section is to define the Management and Operation Requirements for Temporary Debris Staging, Storage and Reduction Sites (TDSRS) after any catastrophic disaster within the Entities.

The overall responsibility for each Temporary Debris Staging, Storage and Reduction Site (TDSRS) will be that of the Debris Removal Management Contractor (DRC). The following are Duties and Responsibilities of the DRC.

The Debris Removal Management Contractor (DRC) will provide equipment, operators, and laborers for each Temporary Debris Staging, Storage and Reduction Site (TDSRS) as specified by a Notice to Proceed Task Order (NTPTO). Unit prices provided in the **Price Form, Part A**, which 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.

The work shall consist of managing the operations of a Temporary Debris Staging, Storage and Reduction Site (TDSRS) and performing debris reduction by air curtain incineration and/or grinding of storm generated debris as directed by the Debris Removal Management Contractor (DRC), and/or the Local Debris Manager (LDM), and recycling of marketable material by the DRC.

5.3.1 Temporary Debris Staging, Storage and Reduction Site (TDSRS)

Temporary Debris Staging, Storing and Reduction Sites (TDSRS) consists of three elements:

- A) The First element** includes TDSRS Management, Site Selection, Provisions, Permits
 - 1) Temporary Debris Staging Site(s) Management
 - 2) Site Selection
 - 3) Provisions at the TDSRS
 - 4) Permitting of the TDSRS to include any Local, State, or Federal Permits

- B) The Second element** is the Site Management/Operations Plan
 - 1) Site Management Plan
 - 2) Site Inspection Tower(s)
 - 3) Household Hazardous Waste Containment Area (HHW)

- C) The Third element** is the TDSRS Site(s) Closeout and Restoration Process to include:
 - 1) Closing of all Local, State and Federal Permits and Retention Permit Copies
 - 2) Closing, Clearing, Stripping, Hauling, and Deconstruction of TDSR Site(s)
 - 3) Returning the TDSR site(s) to its original condition

FIRST ELEMENT

(A-1) Temporary Debris Staging, Storage and Reduction Site(s) Management, Duties & Responsibilities

➤ Debris Removal Contractor Operations Manager (DRCOM)

A.1.1 The Debris Removal Management Contractor (DRC) shall assign and provide a Debris Removal Contractor Operations Manager (DRCOM) to the Local Debris Manager (LDM) to serve as the principal liaison between the DRC and the LDM, Local Officials, and the DRC's work forces.

The assigned Debris Removal Contractor Operations Manager (DRCOM) must be knowledgeable of all facts of the DRC's operations, and the knowledge of regulations and mandatory permits regarding a Temporary Debris Staging, Storage and Reduction Site (TDSRS), and have authority in writing to commit from the DRC.

A.1.2 The DRCOM 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.

A.1.3 The Debris Removal Contractor Operations Manager (DRCOM) will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. The DRCOM will report to the Local Debris Manager (LDM) and is responsible to the DRC. The DRCOM will serve as the Debris Removal Management Contractor's (DRC) day-to-day point of contact and representative with the Entities, and the Local Debris Manager (LDM). This position will not require constant presence; rather the DRCOM will be required to be physically capable of responding to the LDM within one hour of notification.

A.1.4 When performing a Notice to Proceed Task Order (NTPTO) **using Hourly Prices**, the Debris Removal Management Contractor (DRC) or Debris Removal Contractor Operations Manager (DRCOM) will submit a *report* to the Local Debris Manager (LDM) by 11:00 a.m. each business day, for the previous day's work for the term of the NTPTO. 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

Failure to provide audit quality information will subject the Debris Removal Management Contractor (DRMC) to nonpayment in each instance at the sole discretion of the County Auditor, Local Debris Manager (LDM) or Local Public Official.

A.1.5 The number of Debris Removal Contractor Operations Manager(s) (DRCOM) to be assigned will depend upon the magnitude and complexity of the debris removal operations and it may be permissible to allow an individual DRCOM to represent the Debris Removal Management Contractor (DRC) with more than

one open Notice to Proceed Task Order. Multiple assignments for the DRCOM require the approval of the DMC and Local Debris Manager (LDM).

- A.1.6 The Debris Removal Management Contractor (DRC) will be responsible for the supervision and direction of the work, using skilled labor and proper equipment for all tasks at each Temporary Debris Staging and Reduction Site(s). Safety of the DRC's personnel and equipment is the sole responsibility of the DRC. Additionally, the DRC shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

➤ **Debris Removal Site Operations Supervisor/Foreman (DRSOS)**

- A.1.7 The Debris Removal Contractor Operations Manager (DRCOM) shall assign and provide a Debris Removal Site Operations Supervisor/Foreman (DRSOS) for each Temporary Debris Staging, Storage and Reduction Site (TDSRS) located in the COUNTY and/or CITIES.

The Temporary Debris Staging, Storage and Reduction Site, Debris Removal Site Operations Supervisor/Foreman (DRSOS), is responsible for management of all operations of the TDSR site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety.

- A.1.8 The Debris Removal Site Operations Supervisor/Foreman (DRSOS) 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 Debris Removal Contractor Operations, for further delivery to the Local Debris Manager (LDM).
- A.1.9 The Debris Removal Site Operations Supervisor/Foreman DRSOS will coordinate directly with the Debris Project Monitoring Contractor (DMPC).

➤ **Debris Removal Site Operations NIGHT Supervisor/Foreman (DRSOS)**

- A.1.10 The Temporary Debris Staging, Storage and Reduction Site (TDSRS) NIGHT Debris Removal Supervisor/Foreman (DRSOS) appointed by the Debris Removal Contractor Operations Manager (DRCOM), is responsible for managing all night operations approved by the Local Debris Manager (LDM). Coordination with the Debris Project Monitoring Contractor is required.
- A.1.11 The Temporary Debris Staging, Storage and Reduction Site (TDSRS) NIGHT Debris Removal Supervisor/Foreman (DRSOS) 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.

(A-2) Temporary Debris Staging, Storage and Reduction Site(s) Selection Process

- A.2.1 The Debris Removal Management Contractor (DRC) or the Debris Removal Contractor Operations Manager (DRCOM) will use only a Temporary Debris Staging and Reduction Site or Sites (TDSRS) designated by the Local Debris Manager (LDM). The DRC shall not assume that TDSRS and landfills, located outside of the jurisdictional boundaries of the Entities initiating a Notice to Proceed Task Order (NTPTO), are available to the DRC unless so specified in the NTPTO.
- A.2.2 The Entities plan 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.

Mixed debris and Construction & Demolition (C&D) debris will be hauled directly to an Entity identified temporary transfer point or authorized disposal sites.

All currently authorized disposal sites are shown in **Exhibit B**. Additional sites may be identified as work progresses

(A-3) Provisions at the Temporary Debris Staging, Storage and Reduction Site(s)(TDSRS)

- A.3.1 Neither the County nor Cities will provide to the Debris Removal Management Contractor (DRMC) 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 Debris Staging and Reduction Site(s) for C&D debris storage purposes.
- A.3.2 The Debris Removal Management Contractor (DRC) will provide utility clearances and sanitation facilities, if needed at the TDRS Site(s). The DRC shall protect existing infrastructure of the TDSR Site(s) and repair any damage caused by the DRMC and their operations at no additional cost.
- A.3.3 The Debris Removal Management Contractor (DRC) will be responsible for installing site security measures and maintaining security for operations at the TDSR Site(s).

(A-4) Permitting of the TDSRS is to include any Local, State, or Federal Permits

- A.4.1 The Debris Removal Management Contractor (DRC) will be responsible for obtaining any and all Local, State and Federal Permits and be familiar with the regulations and/or stipulations found with each of the regulations. The DRC will be responsible for providing copies of any and all permits to the Local Debris Manager (LDM) for auditing purposes and record retention.

SECOND ELEMENT

(B-1) Site Operations Management Plan (SOP)

- B.1.1 Once the Temporary Debris Staging, Storage and Reduction Site(s) is identified by the Local Debris Manager (LDM), the Debris Removal Management Contractor (DRC) will provide a Site Operations Management Plan.
- B.1.2 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 and;
 - 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.

(B-2) Site Inspection Tower Specifications

- B.2.1 The Debris Removal Management Contractor (DRC) or the assigned Debris Removal Contractor Operations Manager (DRCOM) shall provide and construct an inspection tower at each Temporary Debris Staging, Storage and Reduction Site(s) as designated by the Local Debris Manager (LDM).
- B.2.2 The floor elevation of the tower shall be 10-feet above the existing ground elevation.
- B.2.3 The floor area shall be a minimum 8 feet by 8 feet, constructed of 2-inch x 8-inch joists, 16 inch on-center with ¾ inch plywood supported by a minimum of four 6-inch x 6-inch posts.
- B.2.4 A 4-foot high wall constructed of 2-inch x 4-inch studs and ½ inch plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof.
- B.2.5 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.
- B.2.6 The Site Inspection Tower will be anchored to the ground to prevent blow-over.
- B.2.7 Construction alternatives may be authorized by the Local Debris Manager (LDM) but will, as a minimum, provide the same dimensions and safety considerations.
- B.2.8 The Site Tower, will be periodically inspected for compliance with established safety criteria. The contractor is responsible for assuring compliance and all costs associated with compliance.

(B-3) Household Hazardous Waste Containment Area Specifications

- B.3.1 The Debris Removal Management Contractor (DRC) shall construct a HHW containment area at each Temporary Debris Staging, Storage and Reduction Site (TDSRS). 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.

(B-4) Site Management, Operations, and Reduction through Grinding Specifications

- B.4.1 Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to operate and manage Temporary Debris Staging, Storage and Reduction Sites (TDSRS) for the acceptance, management segregation, staging, and reduction through GRINDING of eligible disaster-related debris. GRINDING must be approved by the Local Debris Manager (LDM), Emergency Management Coordinator (EMC), or the COUNTY Judge/CITY Mayor or appointed designee, prior to commencement of reduction activities. The site for the GRINDING operations must be approved by the Entities.

(B-5) Site Management, Operations, and Reduction through Above Ground Air Curtain Incinerators (ACI)

- B.5.1 Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to operate and manage Temporary Debris Staging, Storage and Reduction Sites (TDSRS) for the

acceptance, management segregation, staging, and reduction through ABOVE GROUND AIR CURTAIN INCINERATORS (ACI) of eligible disaster-related debris. Above ground ACI reduction must be approved by the Entities, Texas Commission on Environmental Quality (TCEQ), and any other applicable regulatory agencies as required prior to commencement of reduction activities. The site for the ACI reduction must be approved by the Entities.

(B-6) Site Management, Operations, and Reduction through Air Curtain Trench Burning

B.6.2 Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to operate and manage Temporary Debris Staging, Storage and Reduction Sites (TDSRS) for the acceptance, management segregation, staging, and reduction through AIR CURTAIN TRENCH BURNING of eligible disaster-related debris.

Air curtain trench burning must be approved by the Entities, Texas Commission on Environmental Quality (TCEQ), and any other applicable regulatory agencies as required prior to commencement of reduction activities. The site for the AIR CURTAIN TRENCH BURNING reduction must be approved by the Entities.

(B-7) Recycling Program

B.7.1 The Entities will consider the recycling programs that are available in the area in the process of assigning the Debris Removal Management Contractor (DRC) 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 Entities' Solid Waste mission and will be pursued to the extent practicable.

Recycling of debris removed by the Debris Removal Management Contractor is encouraged. The DRC 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 DRC in whole or in part, and in either case, the following conditions will apply:

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

THIRD ELEMENT

(C-1) Closing of all Local, State and Federal Permits and Retention Permit Copies

C.1.1 The Debris Removal Management Contractor (DRC) will be responsible for closing out any Local, State or Federal Permit(s) that were issued for the Temporary Debris Staging and Reduction Site(s) and providing copies of the closed-out permit(s) to the Local Debris Manager (LDM) within 3 days after receiving them.

C.1.2 The Debris Removal Management Contractor (DRC) will be responsible for adhering to any and all close-out regulations associated with each Local, State and Federal Permit.

(C-2) Closing, Clearing, Stripping, Hauling, and Deconstruction of TDSR Site(s)

- C.2.1 The closure of the Temporary Debris Staging and Reduction Site(s) shall take place within 30 calendar days of receiving the last load of disaster-related debris.
- C.2.2 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.
- C.3.3 The site(s) will be restored in accordance with all Local, State and Federal requirements. The Debris Removal Management Contractor (DRC) is responsible for the proper disposal of non-burnable and unprocessed debris and wood chips.

5.3.2 Equipment Specifications

All trucks, trailers and equipment must comply 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:

A) Fencing

- 1) Fencing must be permanently attached to one side of the truck bed.
- 2) 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.
- 3) Fencing must extend from the top of the box to the bottom of the bed.
- 4) After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.
- 5) Solid iron metal bars must be secured to both sides of the fencing

B) Loading of Trucks/Trailers

- 1) All trucks and trailers must be suitable for being loaded by mechanized equipment.
- 2) The Local Debris Manager (LDM) desires that the Debris Removal Management Contractor (DRC) 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.
- 3) Hand loading of trucks or trailers must be approved in writing by the LDM before being put into operation.

Trucks that do not comply with these conditions may be approved for use, depending upon the needs of the Entities, but a deduction will be made to the measured maximum volume to account for reduced compaction capability and inefficiency of operation. The LDM's decision shall be final.

C) Measurements of Trucks/Trailers

- 1) The Debris Removal Management Contractor (DRC) shall submit to the Local Debris Manager (LDM) certifications indicating the type of vehicle, make and model, license plate number, and equipment number.
- 2) The LDM and the Debris Removal Site Operations Supervisor/Foreman (DRSOS) will conduct joint measurements of the inside of all trucks and trailers designated to haul debris under this contract.
- 3) 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 DRSOS and the LDM or their appointed representative.
- 4) 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 LDM reserves the right to re-measure trucks and trailers at any time to verify reported capacity.

D) Sideboards/Tailgates

- 1) 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.
- 2) 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.
- 3) All extensions to the normal manufactured bed, and any exceptions to the above requirements, must be approved in writing by the Local Debris Manager (LDM). Plywood extensions are not permitted.

E) Equipment Restrictions

- 1) Trucks or equipment that are designated for use under this contract shall not be used for any other work.
- 2) The Debris Removal Management Contractor (DRC) will not solicit work from private citizens or others to be performed in the designated Entities during the period of this contract.
- 3) Under no circumstance, will the DRC mix debris hauled for others with debris hauled under this contract. Neither will the DRC mix debris being hauled for different Entities prior to delivery to a Temporary Debris Staging, Storage and Reduction Site (TDSRS).

F) Securing Debris

The Debris Removal Site Operations Supervisor/Foreman (DRSOS) will be responsible for making sure all debris is properly and adequately secured on each vehicle utilized to haul debris. Prior to leaving the loading site, the DRSOS/Foreman will:

- 1) Ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the vehicle in any direction.
- 2) All loose debris shall be reasonably compacted during loading and secured during transport.
- 3) Tarps or other coverings shall be provided by the Debris Removal Management Contractor (DRC) to prevent reduction by-products and other materials from being blown from the bed during hauls to the Temporary Debris Staging and Reduction Site (TDSRS) or to a final disposal site.

G) *Maximum Load Height Restrictions*

- 1) 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 Local Debris Manager (LDM).
- 2) 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.
- 3) The Debris Removal Management Contractor (DRC) or Debris Removal Contractor Operations Manager (DRCOM) is responsible for verifying 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.
- 4) Maximum width of a truck should be no greater than 8 feet 6 inches wide. The DRC is not relieved of the responsibility for verifying clearance for all overhead structures and wires.

5.3.3 Equipment Signage

Prior to commencing operations, the Debris Removal Management Contractor (DRC) or Debris Removal Contractor Operations Manager (DRCOM) shall affix to each piece of equipment, signs or markings indicating the following information:

- 1) Owner Operator's name and a unique equipment identification number.
- 2) A minimum of one (1) sign shall be placed on each side of the equipment.
- 3) 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.
- 4) Signs shall be maintained in an easily readable fashion for the duration of the work.
- 5) Minimum letter size shall be 3 inches in height.

ADDITIONAL REQUIRED FORMS/EXHIBITS

6.0

FORMS:

All vendors submitting are required to complete the attached and return with submission:

Vendor Form

W9 Form

Tax Form/Debt/Residence Certification Form

Current Certificates of Insurance

EXHIBITS:

Exhibit A: Proposal Response Form (Pricing sheets)

Exhibit B: Temporary Debris Staging & Reduction Sites

Exhibit C: Sample Debris Load Ticket

Exhibit D: Truck/Trailer Load Deductions

Exhibit E: Temporary Debris Staging and Reduction Site Setup, Operation, Closeout Guidelines

Exhibit F: Potential Landfill Locations

Exhibit G: Sample Task Order

Exhibit H: Debris Site Safety Audit Form

Exhibit I: Right of Entry/Hold Harmless Agreement Form

EXHIBIT A

Jackson County. Texas

PROPOSAL RESPONSE FORM

DISASTER MANAGEMENT, REMOVAL AND DISPOSAL SERVICES

DUE DATE: JULY 31, 2019 AT 2:00 PM CST

A. Right of Way (ROW) Clearing and/or removing debris from the public right-of-way, streets and roads

1. Load and Haul vegetative debris to a Debris Management Site (DMS):

\$_____ per cubic yard for 0-5 miles, one-way haul

\$_____ per cubic yard for 5.1-10 miles, one-way haul

\$_____ per cubic yard for 10.1-15 miles, one way haul

\$_____ per cubic yard for 15.1-30 miles, one way haul

2. a. Load and Haul Construction and Demolition (C&D) and Mixed Debris to a Debris Management Site (DMS)

\$_____ per cubic yard for 0-5 miles, one-way haul

\$_____ per cubic yard for 5.1-10 miles, one-way haul

\$_____ per cubic yard for 10.1-15 miles, one way haul

\$_____ per cubic yard for 15.1-30 miles, one way haul

b. Load and Haul C&D and Mixed Debris directly to final disposal

\$_____ per cubic yard for 0-5 miles, one-way haul

\$_____ per cubic yard for 5.1-10 miles, one-way haul

\$_____ per cubic yard for 10.1-15 miles, one way haul

\$_____ per cubic yard for 15.1-30 miles, one way haul

EXHIBIT A

B. Management and operation of DMS to accept, process, and reduce disaster related debris

1. The cost associated with managing, accepting, processing, and reducing vegetative debris through grinding \$_____ per cubic yard
2. The cost associated with managing, accepting, processing, and reducing vegetative debris through burning, \$_____ per cubic yard
3. The cost associated with managing, accepting, processing, and reducing construction and demolition debris through compaction. \$_____ per cubic yard

C. Haul out

Haul out residual debris to final disposal

\$_____ per cubic yard for 0-15 miles, one-way haul

\$_____ per cubic yard for 15.1-30 miles, one-way haul

D. Right of Way (ROW) Stumps

Removal and Disposal of hazardous stumps from the ROW

24" diameter and up, but less than 36" diameter: \$_____ ea

36" diameter and up, but less than 48" diameter: \$_____ ea

48" diameter and up, but less than 72" diameter: \$_____ ea

Equal to or greater than 72" diameter \$_____ ea

Removal of non-hazardous stumps from the ROW placed
There by others (as per FEMA Stump Conversion Table) \$_____ cy

E. Right of Way (ROW) cutting partially uprooted or split trees (Leaners)

Falling partially uprooted or split trees from the ROW or the overhanging portion of the ROW and placing the debris in the ROW for removal as ROW debris

Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

*Less than 24" \$_____ per tree

*24 - 36" \$_____ per tree

*Greater than 36" \$_____ per tree

* Diameter of tree at 2 feet from base

EXHIBIT A

F. Right of Way (ROW) removal of dangerous hanging limbs (Hangers)

Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris

\$_____ per tree

G. Private Property Debris Removal (PPDR)

Load and Haul vegetative debris to a Debris Management Site (DMS)

\$_____ per cubic yard for 0-5 miles, one-way haul

\$_____ per cubic yard for 5.1-10 miles, one-way haul

\$_____ per cubic yard for 10.1-15 miles, one way haul

\$_____ per cubic yard for 15.1-30 miles, one way haul

Load and Haul Construction and Demolition (C&D) debris to a Debris Management Site (DMS)

\$_____ per cubic yard for 0-5 miles, one-way haul

\$_____ per cubic yard for 5.1-10 miles, one-way haul

\$_____ per cubic yard for 10.1-15 miles, one way haul

\$_____ per cubic yard for 15.1-30 miles, one way haul

Load and Haul C&D directly to final disposal

\$_____ per cubic yard for 0-5 miles, one-way haul

\$_____ per cubic yard for 5.1-10 miles, one-way haul

\$_____ per cubic yard for 10.1-15 miles, one way haul

\$_____ per cubic yard for 15.1-30 miles, one way haul

The cost associated with the removal of PPDR hazardous stumps will be invoiced utilizing the following categories:

24" diameter and up, but less than 36" diameter: \$_____ ea

36" diameter and up, but less than 48" diameter: \$_____ ea

48" diameter and up, but less than 72" diameter: \$_____ ea

Equal to or greater than 72" diameter: \$_____ ea

Uprooted or Split Trees (Leaners) \$_____ ea

EXHIBIT A

Falling partially uprooted or split trees from private property or the overhanging portion of the private property and placing the debris on the property or the ROW debris for haul off as PPDR debris

*Less than 24" \$_____ per tree

*24 - 36" \$_____ per tree

*Greater than 36" \$_____ per tree

* Diameter of tree at 2 feet from base

Removal of dangerous hanging limbs (Hangers)

Removing hanging or partially broken limbs from trees in ROE or limbs hanging over the ROE and placing the debris on the private property or in the ROW for haul-off as PPDR debris.

\$_____ per tree

H. Drainage ditches silt and debris removal

Ditch width 0-4.0 feet \$_____per linear foot

Ditch width 4.1-8 feet \$_____ per linear foot

Ditch width 8.1-12 feet \$_____per linear foot

Ditch width 12.1-16 feet \$_____per linear foot

Ditch width 16.1-20 feet \$_____per linear foot

Ditch width 20.1-30 feet \$_____per linear foot

Debris to be placed on the ROW for collection as regular debris. Silt to be hauled and disposed of at \$_____ per cubic yard

EXHIBIT A

I. Cleaning and clearing of storm drain lines

Drain Line Diameter 0-15.0 inches
\$ _____ per linear foot

Drain Line Diameter 15.01- 36 inches
\$ _____ per linear foot

Drain Line Diameter 36.01 - 48 inches
\$ _____ per linear foot

Drain Line Diameter 48.01- 60 inches
\$ _____ per linear foot

Drain Line Diameter 60.01 - 90 inches
\$ _____ per linear foot

J. Cleaning and clearing of catch basins and inlets

4 ' X 4' \$ _____ each

8 ' X 8' \$ _____ each

10 ' X 10' \$ _____ each

20 ' X 20' \$ _____ each

K. Sand collection (Public Property) and screening rate

Removal and collection of debris-laden sand from public property. Debris-laden sand will be hauled to a designated location, screened, and stockpiled at a debris management site(s) and clean sand returned and dumped on beach. (Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location according to debris collection rates).

\$ _____ per cubic yard for 0-15 miles, one-way haul

\$ _____ per cubic yard for 15.1-30 miles, one-way haul

\$ _____ per cubic yard for 30.1-60 miles, one way haul

L. Backfill

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

\$ _____ per cubic yard

M. Removal and destruction of carcass

\$ _____ per pound

N. Loading and hauling of white goods

\$ _____ per unit

O. Removal and disposal of Freon

\$ _____ per unit

EXHIBIT A

P. Sunken vessel removal

Price proposal for vessel salvage and recovery:

1. Marine based salvage operations:

- a. Recreational vessels up to 24" in length
 - Flat & V-Hulled Vessels \$ _____ per linear foot
 - Keel Vessels \$ _____ per linear foot
- b. Recreational vessels 25' up to 35' in length
 - Flat & V-Hulled Vessels \$ _____ per linear foot
 - Keel Vessels \$ _____ per linear foot
- c. Recreational vessels 36' up to 48' in length
 - Flat & V-Hulled Vessels \$ _____ per linear foot
 - Keel Vessels \$ _____ per linear foot
- d. Recreational vessels greater than 48' in length
 - Flat & V-Hulled Vessels \$ _____ per linear foot
 - Keel Vessels \$ _____ per linear foot

2. Land based salvage operations:

- a. Recreational vessels up to 24" in length
 - Flat & V-Hulled Vessels \$ _____ per linear foot
 - Keel Vessels \$ _____ per linear foot
- b. Recreational vessels 25' up to 35' in length
 - Flat & V-Hulled Vessels \$ _____ per linear foot
 - Keel Vessels \$ _____ per linear foot
- c. Recreational vessels 36' up to 48' in length
 - Flat & V-Hulled Vessels \$ _____ per linear foot
 - Keel Vessels \$ _____ per linear foot
- d. Recreational vessels greater than 48' in length
 - Flat & V-Hulled Vessels \$ _____ per linear foot
 - Keel Vessels \$ _____ per linear foot

Q. Derelict vehicle and vessel removal (from land)

Price proposal for vehicle and vessel recovery:

- 3. Transfer/Tow of typical passenger car: \$ _____ Each
- 4. Transfer/Tow and handling of:
 - a. Recreational vessels up to 24" in length
 - Flat & V-Hulled Vessels \$ _____ per linear foot
 - Keel Vessels \$ _____ per linear foot
 - b. Recreational vessels 25' up to 35' in length
 - Flat & V-Hulled Vessels \$ _____ per linear foot
 - Keel Vessels \$ _____ per linear foot
 - c. Recreational vessels 36' up to 48' in length
 - Flat & V-Hulled Vessels \$ _____ per linear foot
 - Keel Vessels \$ _____ per linear foot
 - d. Recreational vessels greater than 48' in length
 - Flat & V-Hulled Vessels \$ _____ per linear foot
 - Keel Vessels \$ _____ per linear foot

R. Operation of secure aggregation site for vehicles \$ _____ per day

EXHIBIT A

S. Travel trailer installation and maintenance

Price proposal for trailer installation

Basic Trailer Installation:	\$ _____	per trailer
As needed services:		
Buried Sewer Line:	\$ _____	per linear foot
Install Sewer Tap:	\$ _____	per tap
Buried Water Line:	\$ _____	per linear foot
Municipal Water Tap:	\$ _____	per tap
Power Pole with Meter:	\$ _____	per pole
Water Line Winterization:	\$ _____	per linear foot
Handicap Ramp:	\$ _____	each
Direct Wiring to Well Pump Switch:	\$ _____	per pump
Above Ground Electrical Excess	\$ _____	per linear foot
Provide Additional Potable Water Hose:	\$ _____	per 25'
Provide and Install Generator:	\$ _____	per 5kw gen.
Direct Burial of 50 Amp Service:	\$ _____	per linear foot
Handicap Platform Steps	\$ _____	each

T. Marine Debris Removal

Price proposal for removal of debris, from a marine environment, using either land or marine based equipment:

- 1) Vegetative Debris:**
 - a Land Based: \$ _____ cubic yard
 - b Marine Based: \$ _____ cubic yard
- 2) C&D and Mixed Debris:**
 - a Land Based \$ _____ cubic yard
 - b Marine Based \$ _____ cubic yard
- 3) White Goods:**
 - a Land Based \$ _____ cubic yard
 - b Marine Based \$ _____ cubic yard
 - c **Creosote Timbers:**
 - 1) Land Based \$ _____ cubic yard
 - 2) Marine Based \$ _____ cubic yard
- 4) Tires:**
 - a Land Based \$ _____ cubic yard
 - b Marine Based \$ _____ cubic yard
- 5) E-Waste:**
 - a Land Based \$ _____ cubic yard
 - b Marine Based \$ _____ cubic yard

EXHIBIT A

U. Supplemental water and food sources

1. Meals Ready to Eat (MRE) (Heater Meals entrees) can be provided at the following cost:

\$_____per meal with an order of 14,400 meals

2. Meals Ready to Eat (MRE) (Heater Meals Plus) can be provided at the following cost:

\$_____per meal with an order of 14,400 meals

3. Sun Meadow Hot Meal: \$_____one meal cost

• Sun Meadow Hot Meal Pack: \$_____one meal cost

• Sun Meadow 3-meal Pack: \$_____cost per pack

4. 1-Liter bottled water in cases (12 per case): \$_____ per case

• 1-Gallon bottled water in cases (4 per case) \$_____ per case

5. Emergency Ice: \$_____ per 7 lb. bag

Trucking and storing of above listed items shall be
invoiced at actual cost plus _____ % mark up.

V. Demolition of structures

1. Structure demolition with construction and demolition debris loaded at the designated work zone and hauled to an approved commercial landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, e-waste and household hazardous waste for ROW collection. Does not include removal of concrete slabs.

0-5 mile one way haul	\$_____	per cubic yard
5.1-10 mile one way haul	\$_____	per cubic yard
10.1-15 mile one way haul	\$_____	per cubic yard

2. Structure demolition with RACM construction and demolition debris loaded at the designated work zone and hauled to an approved Type I/II landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, e-waste and household hazardous waste for ROW collection. Does not include removal of concrete slabs.

0-5 mile one way haul	\$_____	per cubic yard
5.1-10 mile one way haul	\$_____	per cubic yard
10.1-15 mile one way haul	\$_____	per cubic yard
15.1-30 mile one way haul	\$_____	per cubic yard
30.1-60 mile one way haul	\$_____	per cubic yard

EXHIBIT A

W. Concrete removal

1. Contractor to load and haul broken concrete from the ROW and dispose at an Owner approved site:

0-5 mile one way haul	\$_____per cubic yard
5.1-10 mile one way haul	\$_____per cubic yard
10.1-15 mile one way haul	\$_____per cubic yard

2. Contractor to demolish concrete slabs and haul and dispose at an Owner approved site:

0-15 mile one way haul	\$_____ per cubic yard
15.1- 30 mile one way haul	\$_____ per cubic yard
30.1- 60 mile one way haul	\$_____ per cubic yard

X. Creosote timber piling removal

Creosote timber piling removal and disposal

0-15 mile one way haul	\$_____ per cubic yard
15.1-30 mile one way haul	\$_____ per cubic yard
30.1-60 mile one way haul	\$_____ per cubic yard

Y. E-Waste

Contractor to collect from ROW and dispose at an owner approved site:

\$_____per unit

Z. Household hazardous waste

Contractor to collect from ROW and dispose at an owner approved site:

\$_____per pound

AA. Tire removal

Tire Removal and Disposal or Recycle

\$_____each

BB. River and canal shoreline restoration

River and Canal Shoreline Restoration:

\$_____per linear foot

EXHIBIT A

CC. Power sources

Please provide pricing for emergency generators

- 1) 20 kw Generator: \$_____per month/ \$_____ per week
- 2) 56 kw Generator: \$_____per month/ \$_____ per week
- 3) 100 kw Generator: \$_____per month/ \$_____ per week
- 4) 175 kw Generator: \$_____per month/ \$_____ per week
- 5) 240 kw Generator: \$_____per month/ \$_____ per week
- 6) 320 kw Generator: \$_____per month/ \$_____ per week
- 7) 500 kw Generator: \$_____per month/ \$_____ per week
- 8) 750kw Generator: \$_____per month/ \$_____ per week
- 9) 1000 kw Generator: \$_____per month/ \$_____ per week

DD. Stadium style light tower

\$_____ per month/ \$_____ per week

Shipping, setting, operation, maintenance, fueling, insurance, security and recovery of generators and lights shall be invoiced at actual cost plus _____% mark up:

EE. National Incident Management System (NIMS) training

\$_____per person/per year

FF. Assistance in development of a debris management plan

\$_____per year

GG. Additional services and materials as needed

Cost plus _____%

(All final disposal fees will be a pass-through cost, with contractor invoicing the agency at actual cost without additional fees.)

HH. Emergency Road Clearance

The cost associated with emergency road clearance will be billed by hourly rates.

See Hourly Rates below:

Equipment/ Hourly	Unit	Unit Price
Broom- Mechanized	Hour	
Bucket Truck- 50 ft	Hour	
Bucket Truck- 50 ft. to 75 ft.	Hour	
Chipper w/2 man crew (Morback Storm)	Hour	
Crane – Up to 15 ton	Hour	
Crane – 30 ton or larger	Hour	
Crane – 50 ton	Hour	
Crane – 100 ton	Hour	
Dozer – CAT D4	Hour	
Dozer – CAT D6	Hour	
Dozer – CAT D7	Hour	
Dozer – CAT D8	Hour	
Dump Trailer w/Tractor, 30 to 40 CY	Hour	
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	
Dump Truck – 16-30 CY	Hour	
Dump Truck – 31-60 CY	Hour	
Dump Truck – 61-100 CY	Hour	
Dump Truck – Trailer, 24-40 CY	Hour	
Dump Truck – Trailer, 41-60 CY	Hour	
Dump Truck – Trailer, 50-80 CY	Hour	
Equipment Transports	Hour	
Excavator – Trackhoe?(2-3 CY capacity)	Hour	
Excavator – CAT 320	Hour	
Excavator - CAT 325	Hour	
Excavator – CAT 330	Hour	
Excavator – Rubber tired w/debris grapple	Hour	
Forklift – Extends Boom w/debris grapple	Hour	
Fuel Truck (1000 gallon)	Hour	
Light Plant – Portable	Hour	
Loader – Bobcat 753 or JD648-E w/ debris grapple	Hour	
Loader – Rubber tired front end (205 CY capacity)	Hour	
Loader – Front End, 544 or equal w/debris grapple	Hour	
Loader – Knuckle Boom Truck – 216 Prentice	Hour	
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	
Loader – Skid Steer – 753 Bobcat w/bucket	Hour	
Loader – Steer - 753 Bobcat Skid w/ street sweeper	Hour	
Loader – Trackhoe 690 JD or equal	Hour	
Loader – Wheel, CAT 955	Hour	

EXHIBIT A

Loader – Wheel, CAT 966	Hour	
Low Bed Equipment Trailer, 35 ton capacity & tractor	Hour	
Motor Grader – CAT 125 – 140 HP	Hour	
Passenger Car	Hour	
Passenger Van	Hour	
Power Screen	Hour	
Stump Grinder/Vermeer 252	Hour	
Trackhoe – CAT 320	Hour	
Tractor – Box Blade	Hour	
Tree Trimming Truck w/ Chipper and Bucket	Hour	
Tub Grinder – 12 foot/ Morbark 1200	Hour	
Tub Grinder – 13 foot/ Morbark 1300	Hour	
Tub Grinder – 14 foot/ Diamond Z 1463	Hour	
Tub Grinder – 300 – 400	Hour	
Tub Grinder – Horizontal Diamond Z or equal	Hour	
Personnel	Unit	Unit Price
Administrative Assistant	Hour	
Carpenter	Hour	
Clerical/ Individual	Hour	
Climber w/gear	Hour	
Crew Leader	Hour	
Electricians	Hour	
Fabricator	Hour	
Field Technicians	Hour	
Foreman	Hour	
Foreman w/ truck	Hour	
Inspector w/ vehicle	Hour	
Laborer	Hour	
Operator w/chainsaw	Hour	
Project Manager	Hour	
Security Personnel	Hour	
Superintendent w/truck	Hour	
Survey person w/truck	Hour	
Traffic Control	Hour	
Tree Trimmer (crew)	Hour	
Truck Driver	Hour	
Vehicle Mechanic	Hour	
Welder	Hour	
Worker to assist w/potable water	Hour	

EXHIBIT A

Hazardous Material Spill Response – Hazardous Waste Remediation & Mass Decontamination

HAZMAT Response Pricing	Unit	Cost
PROJECT CLASSIFICATION		
Project Coordinator	Hour	
Field Haz-Material Manager	Hour	
HM Contain Area Manager	Hour	
Field Project Supervisor	Hour	
HM Contain Project Supervisor	Hour	
Field Project Foreman	Hour	
HM Containment Area Foreman	Hour	
Field HM Technician	Hour	
HM Contain Area Technician	Hour	
Health & Safety Specialist	Hour	
Project Engineer	Hour	
Project Geologist	Hour	
Chemist	Hour	
Regulatory Manager	Hour	
Equipment Operator	Hour	
Asbestos Abatement Supervisor	Hour	
Asbestos Abatement Worker	Hour	
Asbestos Inspector	Hour	
Truck Driver	Hour	
Administrative Assistant	Hour	
Clerical	Hour	

Additional Equipment and Support

Vehicles/ Transportation	Unit	Cost
Pickup Truck	Day	
Pickup Truck Extended Cab	Day	
Pickup Truck 4 X 4	Day	
Pickup Truck 1 Ton	Day	
Box Truck	Day	
Passenger Car	Day	
20' Response Trailer	Day	
36' Response Trailer	Day	
Office Trailer	Day	
Flatbed Trailer	Day	
Vehicle Use – Pickups, Vans, Cars	Mile	
Vehicle Use – Trailers, Heavy Trucks	Mile	
12' Work Boat w/ Motor	Day	
12' Work Boat w/o Motor	Day	
Vacuum Truck 3500 Gallon	Day	

EXHIBIT A

Personal Protective Equipment (PPE)	Unit	Cost
Level A employee fully encapsulated suit, SCBA, 1 SCBA Bottle, Gloves, and Boots (Does not include suit, glove, or boot replacement)	Day	
Level B employee protective coverall, SCBA or airline respirator, gloves, boots, and hard hats (Does not include coverall or glove replacement)	Day	
Level C employee protective coverall, half or full face respirator, cartridges, gloves, boots, and hard hats (Does not include coverall, cartridge, or glove replacement)	Day	
SCBA bottles refill – After the first included in Level A & B charge above	Each	
Cascade air system per employee	Day	
Air filtration panel	Day	
Airline respirator each includes 150 feet of airline	Day	
Respirator airline 50' section	Each	
Respirator cartridges	Pair	
Level A Suit- Kappler responder or equal	Each	
Level B Suit- Kappler responder or equal	Each	
Tyvek	Each	
Proshield	Each	
Saranex	Each	
Acid Suit	Each	
Rain Suit	Each	
Neoprene Gloves	Pair	
Nitrile Gloves	Pair	
Silvershield Gloves	Pair	
PVC Gloves	Pair	
Cotton or Latex Gloves	Pair	
Leather Work Gloves	Pair	
PVC Boots (HAZMAX)	Pair	
Boot Covers	Pair	
Hearing Protection	Pair	
High Hazard Personnel Decontamination	Day	
Low Hazard Personnel Decontamination	Day	
Portable Eyewash Station	Day	
First Aid Station	Day	
Personnel Retrieval System	Day	
Personnel Retrieval Harness	Day	

EXHIBIT A

Monitoring/Sampling Equipment		
Combustible Gas Indicator	Day	
Toxic Gas Detector	Day	
Photoionization Detector	Day	
Hazcat Kit	Day	
Detector Tubes	Ten Pack	
PH Paper	Pack	
Spill Classifier	Strip	
Personnel Air Sampling Pump	Day	
Asbestos Bulk Sample	Each	
Hand Auger Stainless Steel	Day	
Recovery Equipment		
Hand Operated Transfer Pump	Day	
1" Diaphragm Pump	Day	
2" Diaphragm Pump	Day	
2" Diaphragm Pump S.S.	Day	
3" Diaphragm Pump	Day	
1" Suction or Discharge Hose	Day	
2" Suction or Discharge Hose	Day	
3" Suction or Discharge Hose	Day	
2" Chemical Suction or Discharge Hose	Day	
3" Chemical Suction or Discharge Hose	Day	
Small Compressor	Day	
185 CFM Compressor	Day	
Airhose Section	Day	
Miscellaneous Equipment		
Spike Bar	Day	
Airless Sprayer	Day	
Pressure Washer	Day	
Water Hose Section (Garden)	Each	
Cutting Torch	Day	
Wire Welder	Day	
Air Blower	Day	
HEPA Vac	Day	
Barrel Cart	Day	
Wheelbarrow	Day	
Oil Dry Spreader	Day	
Traffic Control Vests, Cones, Flags, Barrels, Etc. (one crew)	Day	
Drill with Bits	Day	
Grounding Cable and Rod	Day	
Circular Saw	Day	
Hand Tools per Employee Shovels, Scoops, BroDMS, Rakes, Hoes, Etc.	Day	
Tool Kit Hammers, Pliers, Screwdrivers, Etc.	Day	
Wrench Kit Bung Wrench, Speed Wrench, Pipe Wrench, Sockets, Channel Locks	Day	
Step Ladders	Day	
Extension Ladders	Day	
Photographic Equipment	Day	

EXHIBIT A

Flashlights	Each	
Handheld Radios	Day	
Materials/Disposables		
5" X 10' Absorbent Boom – Petroleum	Each	
8" X 10' Absorbent Boom – Petroleum	Each	
3" X12' Absorbent Boom – Universal	Each	
Absorbent Pads Bundle – Petroleum	Each	
Absorbent Pads Bundle – Universal	Each	
Absorbent Clay Bag	Each	
Oil Dry	Each	
Peat Moss	Each	
Vermiculite	Each	
Soda Ash Bag	Each	
4 Mil 20 X 100 Polyethylene	Each	
6 Mil 20 X 100 Polyethylene	Roll	
6 Mil Bags	Each	
Duct Tape	Roll	
55 – Gallon Drums	Each	
55 – Gallon Drum Liners 10 Mil	Each	
Fiber Drums	Each	
30 – Gallon Overpack	Each	
95 – Gallon Poly Overpack	Each	
Dot Hazardous Waste Labels	Each	
Fire Extinguisher	Each	
Caution/ Hazard Tape	Each	
Respirator Wipes	Each	
Kappler Tape	Roll	

Note: All Overtime is 1.5 times Hourly Rate/ Overtime applies after 8 hours each day

EXHIBIT A

Additional Equipment

Description	Unit	Unit
High Volume Diesel Powered suction lift trash pump with speed adjustment 4X4	per	
High Volume Diesel Powered suction lift trash pump with speed adjustment 6X6	per	
High Volume Diesel Powered suction lift trash pump with speed adjustment 8X8	per	
High Volume Diesel Powered suction lift trash pump with speed adjustment 12X12	per	
Composite Quick Connect Suction Hose, 8 ft length, 20psi 4 inch	per	
Composite Quick Connect Suction Hose, 8 ft length, 20psi 6 inch	per	
Composite Quick Connect Suction Hose, 8 ft length, 20psi 8 inch	per	
Composite Quick Connect Suction Hose, 8 ft length, 20psi 12 inch	per	
Quick Connect Discharge Hose, 50 ft length, 50psi 4 inch	per	
Quick Connect Discharge Hose, 50 ft length, 50psi 6 inch	per	
Quick Connect Discharge Hose, 50 ft length, 50psi 8 inch	per	
Quick Connect Rigid Piping, 10 ft length, 175psi, 4 inch	per	
Quick Connect Rigid Piping, 10 ft length, 175psi, 6 inch	per	
Quick Connect Rigid Piping, 10 ft length, 175psi, 8 inch	per	
Quick Connect Rigid Piping, 10 ft length, 175psi, 12 inch	per	
Roll Off Emergency Waste Water Storage Tanks	per	

PROPOSER INFORMATION

Company Name: _____

Address: _____

Telephone: _____

E-mail: _____

Signature of Authorized Agent: _____

Printed Name: _____

Title of Authorized Agent: _____

EXHIBIT B

TEMPORARY DEBRIS STAGING & REDUCTION SITES

JACKSON COUNTY

TDSR SITE INVESTIGATIONS SUMMARY SHEET

1. Possible TDSR Sites

- a. Name: TDC – Jackson County Solid Waste Transfer Station
 - 1) Address: 205 CR 4141, Ganado, TX 77962
 - 2) Owner: Jackson County
 - 3) Site size (acres): 9.569 acres
 - 4) Fenced? Yes
 - 5) Road access: Yes
 - 6) Environmental concerns: None

- b. Name: Old Jackson County Fairgrounds
 - 1) Address: Approx. 7 miles North of SH 59 and FM 822, TX
 - 2) Owner: Jackson County, Precinct I
 - 3) Site size (acres): 21.27 acres
 - 4) Fenced? Yes
 - 5) Road access: Yes
 - 6) Environmental concerns: None

Note: The sites identified above are subject to change.

EXHIBIT D

TRUCK / TRAILER LOAD DEDUCTIONS

Trucks and trailers must have tail gates that go to the top of the box. If hand loaded, then the quantity will normally be reduced by one half of the measured capacity of the box due to being lightly loaded. If material is stood up then the estimated capacity should be reduced.

If any questions have the driver empty the load at a separate location and measure.

If you have scales, then weigh the load. A cubic yard of woody debris should weigh approximately 250 - 300 pounds.



Trailer lightly loaded – estimate at one half of measured volume. Example: if measured at 30 CY then the load would be reduced to 15 CY. The 15 CY estimate would be recorded on the load ticket.



Lightly loaded truck without tail gate



A porto-potty is approximately 2 cubic yards. Use this to visualize the amount to deduct when a truck is not completely loaded.

If a truck has voids that equal two (2) porto-potties and the truck was measured at 18 cubic yards, then the quantity hauled will be recorded on the load ticket as 14 CY.

Formula: $18\text{CY} - 4\text{CY} = 14\text{CY}$.

EXHIBIT E

TEMPORARY DEBRIS STAGING AND REDUCTION SITE SETUP, OPERATION AND CLOSEOUT GUIDELINES

Temporary Debris Staging and Reduction Site Setup, Operation and Closeout Guidelines

1. Temporary Debris Staging and Reduction Site Setup

The topography and soil/substrate conditions shall be evaluated to determine best site layout. When planning site preparation, the contractor shall incorporate restoration measures. For example, if the local soils are very thin, the topsoil can be scraped and stockpiled in perimeter berms. Upon site closeout, the uncontaminated soil can be spread to preserve the integrity of the tillable soils.

The following site baseline data checklist shall be used to evaluate a site before the contractor begins operations and used during and after to ensure that site conditions are properly documented.

2. Temporary Debris Staging and Reduction (TDSR) Site Baseline Data Checklist

Before activities begin, the contractor shall:

- Take ground or aerial video and photographs.
- Note important features, such as structures, fences, culverts, and landscaping.
- Take random soil samples, if required.
- Take random groundwater samples, if required.
- Take water samples from existing wells, if required.
- Check the site for volatile organic compounds, if required.
- Comply with all Federal, State and Local permit conditions, as applicable.

After activities begin, the contractor shall:

- Establish groundwater-monitoring wells.
- Take groundwater samples.
- Take spot soil samples at household hazardous waste, ash, and fuel storage areas, as applicable.
- Maintain construction entrance.
- Perform dust control, if required.

Progressive updates, the contractor shall:

- Update videos and photographs.
- Update maps and sketches of site layout.
- Update quality assurance reports, fuel spill reports, etc.

3. TDSR Site Operations

Lined temporary storage areas shall be established for ash, household hazardous waste, fuels, and other materials that may contaminate soils and groundwater. Impenetrable liners shall be placed under stationary equipment such as generators and mobile lighting plants with addition of a six inch sand layer or other absorbent material. These actions shall be included as a requirement in the contract scope of work. If the site is also an equipment storage area, fueling and equipment repair shall be monitored to prevent and mitigate spills of petroleum products and hydraulic fluids.

The contractor shall be aware of and lessen the effects of operations that might irritate occupants of neighboring areas. Establishment of a buffer zone can abate concerns over smoke, dust, noise, and traffic.

The contractor shall consider on-site traffic patterns and segregate materials based on planned volume reduction methods and approved material recycling programs.

Operations that modify the landscape, such as substrate compaction and over excavation of soils when loading debris for final disposal, will adversely affect landscape restoration.

Debris removal and disposal shall be viewed as a multi-staged operation with continuous operations at the TDSR Site to meet the material handling, recycling and volume reduction requirements. There shall be no significant accumulation of debris at temporary TDSR sites. Instead, debris shall be constantly flowing to burners and grinders, or recycled with the residue and mixed construction and demolition materials going to final disposal sites.

The contractor shall advise the Debris Manager of all recycling plans that involve use of the TDSR Site. Any marketable materials such as: timber suitable for lumber and chips/mulch suitable for boiler fuel or landscaping will be controlled separately from all reduced debris that will be hauled to an approved disposal site. Such recycling products will be measured in quantity and reported to the Debris Management Center.

4. TDSR Site Closeout Inspection

Each TDSR site shall be eventually emptied of all material and be restored to its previous condition and use unless otherwise agreed upon. The contractor is required to remove and dispose of all mixed debris, construction and demolition debris, and debris residue to approved disposal sites. Appropriate Debris Management Center inspectors will monitor all closeout activities to ensure that the contractor complies with this Contract. Additional measures may be necessary to meet local, State, and Federal environmental requirements because of the nature of the TDSR sites operation.

5. TDSR Site Closeout Planning

The contractor must assure the Debris Manager that all TDSR sites are properly remediated. There will be significant costs associated with this operation as well as close scrutiny by the local governments, press and environmental groups. Site remediation will go smoothly if baseline data collection and site operation procedures are followed.

6. TDSR Site Closeout Steps

- The contractor is responsible for removing all debris and recycled products from the site.
- The contractor conducts an environmental assessment with representatives of the Debris Management Center and landowner.
- The contractor develops a remediation plan.
- The remediation plan is reviewed by the Debris Management Center, landowner, and appropriate environmental agency.
- The remediation plan is approved by the appropriate environmental agency.
- The contractor executes the plan.
- The contractor obtains acceptance from the Debris Management Center, appropriate environmental agency, and the landowner.

7. TDSR Site Remediation

During the debris removal process and after the material has been removed from each of the TDSR sites, environmental monitoring is required to close each of the sites. This is to ensure that no long-term environmental contamination remains on the site. The monitoring shall be done on three different media: ash, soil, and groundwater.

- **Ash:** The monitoring of the ash shall consist of chemical testing to determine the suitability of the material for either agricultural use or as a landfill cover material.
- **Soil:** Monitoring of the soils shall be by portable inspection methods to determine if any of the spoils are contaminated by volatile hydrocarbons. The contractor is required to perform this inspection if it is determined that hazardous material, such as oil or diesel fuel was spilled on the site. This phase of the monitoring shall be performed after the stockpiles are removed from the site.
- **Ground Water:** The monitoring of the groundwater shall be done to determine the probable effects of rainfall leaching through either the ash areas or the stockpile areas.

8. TDSR Site Closeout Coordination

The contractor shall coordinate the following closeout requirements through the Debris Management Center:

- Coordinate with local and State officials responsible for construction, real estate, contracting, project management, and legal counsel regarding requirements and support for implementation of a site remediation plan.
- Establish an independent testing and monitoring program. The contractor is responsible for environmental restoration of both public and leased sites. The contractor shall also remove all debris from sites for final disposal at landfills prior to closure.
- Reference appropriate and applicable environmental regulations.
- Prioritize site closures.
- Schedule closeout activities.
- Determine separate protocols for ash, soil and water testing.
- Develop decision criteria for certifying satisfactory closure based on limited baseline information.
- Develop administrative procedures and contractual arrangements for closure phase.
- Inform local and State environmental agencies regarding acceptability of program and established requirements.

- Designate approving authority to review and evaluate contractor closure activities and progress.
- Retain staff during closure phase to develop site-specific remediation for sites, as needed, based on information obtained from the closure checklist shown below.

9. TDSR Site Closure Checklist

- Site number and location
- Date closure complete
- Household hazardous waste removed
- Contractor equipment and temporary structures removed
- Contractor petroleum spills remediated
- Ash piles removed
- Comparison of baseline information to conditions after the contractor has vacated the temporary site
- Appendices
 - Closure documents
 - Contracting status reports
 - Contract
 - Testing results
 - Correspondence
 - Narrative responses

10. Establishing TDSR Site for Burning and Grinding Operations

When preparing temporary facilities for handling debris resulting from the cleanup efforts due to hurricane or other natural or man-made disaster damage, the following guidelines shall be considered when establishing TDSR Sites for Burning and Grinding Operations.

These guidelines apply only to sites for grinding or burning vegetative storm debris (yard waste, trees, limbs, stumps, branches, and untreated or unpainted wood). Arrangements shall be made to screen out unsuitable materials.

The two methods of reducing vegetative and land clearing storm debris is “chipping/grinding” for use in landscape mulch, compost preparation, and industrial boiler fuel or using an “air curtain burner (ACB)”, with the resulting ash being land applied as a liming agent, incorporated into a finished compost product, or being landfilled.

11. Chipping and Grinding TDSR Sites

Locating TDSR sites for chipping/grinding of vegetative and land clearing debris requires a detailed evaluation of potential sites and possible revisits at future dates to determine if site conditions have changed or if the surrounding areas have changed significantly to alter the use of the site.

The following guidelines are presented in locating a site for “chipping/grinding” and are considered “minimum standards” for selecting a site for use:

- Sites shall be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected.
- Storage areas for incoming debris and processed material shall be at a minimum 100 feet from all surface waters of the state. "Waters of the state" includes but is not limited to small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.
- Storage areas for incoming debris and processed material shall be at least 100 feet from the site property boundaries and on-site buildings and structures. Management of processed material shall be in accordance with the guidelines for reducing the potential for spontaneous combustion in compost and mulch piles.
- Storage areas for incoming debris shall be located at least 100 feet from residential dwellings, commercial or public structures, potable water supply wells, and septic tanks with leach fields.
- Sites that have identified wetlands shall be avoided, if possible. If wetlands exist or wetland features appear at a potential site, the areas shall be flagged and a 100-foot buffer shall be maintained for all activities on-going at the site.
- Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks and trailers used to haul debris, and underground utilities need to be identified due to the potential for site disturbance by truck and equipment traffic and possible site grading.
- Sites shall have an attendant(s) during operating hours to minimize the acceptance of unapproved materials and to provide directions to haulers and private citizens bringing in debris.
- Sites shall be secure after operating hours to prevent unauthorized access to the site. Temporary measures to limit access to the site could be the use of trucks or equipment to block entry. Gates, cables, or swing pipes shall be installed as soon as possible for access control. Sites shall have adequate access that prohibits traffic from backing onto public rights-of-way or blocking primary or secondary roads to the site.
- When possible, signs shall be installed to inform haulers and the general public on types of waste accepted, hours of operation, and who to contact in case of an after-hours emergency.
- Grinding of clean wood waste such as pallets and segregated non-painted and non-treated dimensional lumber is permitted.
- Final written approval is required from the Debris Manager to consider any TDSR site to be closed. Closure of TDSR sites shall be within 60 days of removal of last load of debris or reduction products.
- If conditions at the site become injurious to public health and the environment, then the site shall be closed until conditions are corrected or permanently closed. Closure of sites shall be in accordance with the closure and restoration guidelines for TDSR sites.

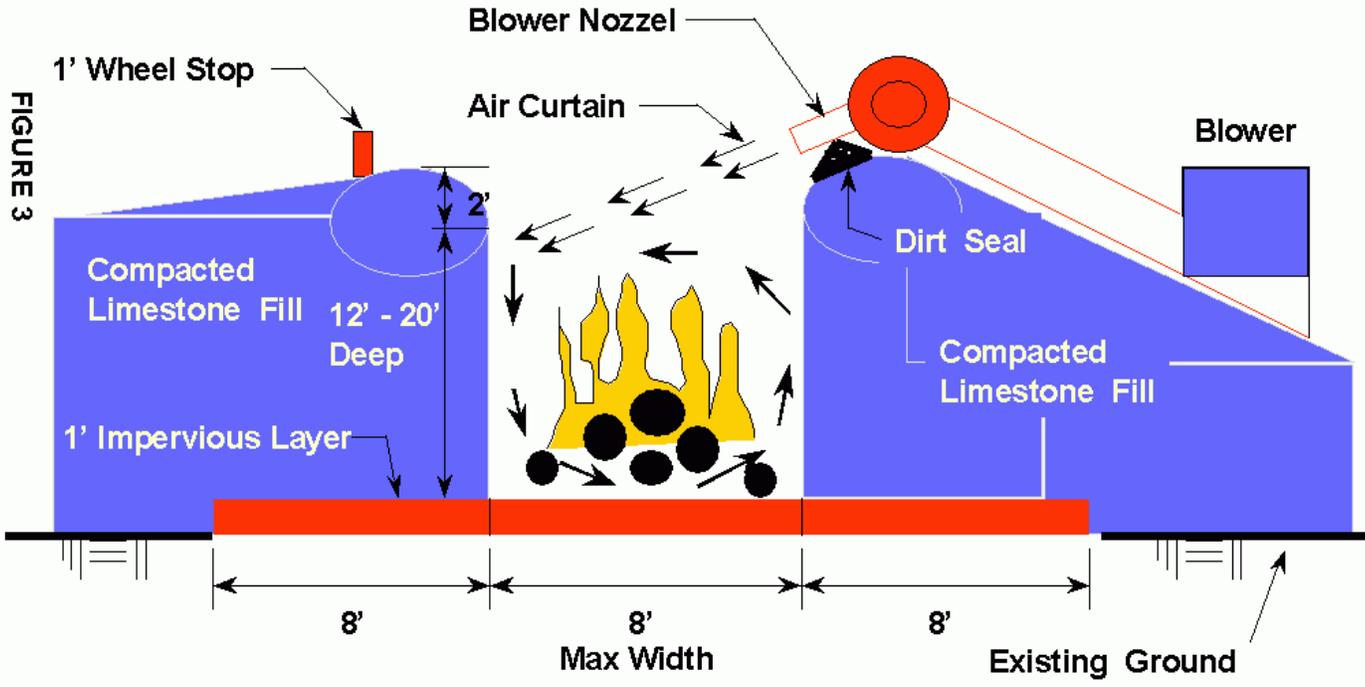
12. Air Curtain Burner Sites

Locating sites that are intended for air curtain burning (ACB) operations is a coordinated effort between the Debris Management Center and the local air quality officials for evaluating the surrounding areas and to reevaluate potential sites used in the past. The following guidelines are presented for selecting an ACB site and operational requirements once a site is in use:

- Contact the local fire marshal or fire department for input into site selection in order to minimize the potential for fire hazards, other potential problems related to firefighting that could be presented by the location of the site, and to ensure that adequate fire protection resources are available in the event of an emergency.
- The requirements for ACB device(s), in accordance with local fire safety rules require the following buffers: a minimum of 500 feet from the ACB device to homes, dwellings and other structures and roadways. Contact the local Fire Marshall's Office for updates or changes to their requirements.
- Sites shall be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected. If ACB pit devices are utilized, a minimum two-foot separation to the seasonal high water table is recommended. A larger buffer to the seasonal high water table may be necessary due to on-site soil conditions and topography.
- Storage areas for incoming debris shall be at a minimum 100 feet from all surface waters of the state. "Waters of the state" includes but is not limited to small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.
- Storage areas for incoming debris shall be located at least 100 feet from property boundaries and on-site buildings and structures.
- Air Curtain Burners in use shall be located at least 100 feet from on-site storage areas for incoming debris and 200 feet from, potable water supply wells, and septic tanks and leaching fields.
- Wood ash stored on-site shall be located at least 200 feet from storage areas for incoming debris, processed mulch or tub grinders (if a grinding site and ACB site is located on the same property). Wood ash shall be wetted prior to removal from the ACB device or earth pit and placed in storage. If the wood ash is to be stored prior to removal from the site, then rewetting may be necessary to minimize airborne emissions.
- Wood ash to be land applied on site or off site shall be managed in accordance with the guidelines for the land application of wood ash from storm debris burn sites. The ash shall be incorporated into the soil by the end of the operational day or sooner if the wood ash becomes dry and airborne.
- Sites that have identified wetlands shall be avoided, if possible. If wetlands exist or wetland features appear at a potential site it will be necessary to delineate areas of concern. Once areas are delineated, the areas shall be flagged, and a 100-foot buffer shall be maintained for all activities on-going at the site.

- Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks and trailers used to haul debris and the intense heat generated by the ACB device. Underground utilities need to be identified prior to digging pits for using the ACB device.
- Provisions shall be made to prevent unauthorized access to facilities when not open for use. As a temporary measure, access can be secured by blocking drives or entrances with trucks or other equipment when the facilities are closed. Gates, cables, or other more standard types of access control shall be installed as soon as possible.
- When possible, post signs with operating hours and information about what types of clean up waste may be accepted. Also include information as to whether only commercial haulers or the general public may deposit waste.
- Closure of air curtain burner sites shall be within 60 days of removing the last load of debris or reduction products. If site operations will be necessary beyond this time frame, permitting of the site may be required. If conditions at the site become injurious to public health and the environment, then the site shall be closed until conditions are corrected or permanently closed. Closure of sites shall be in accordance with the guidelines for closure and restoration of TDSR sites.

Air Curtain Pit Burner



Overview of an Air Curtain Operation

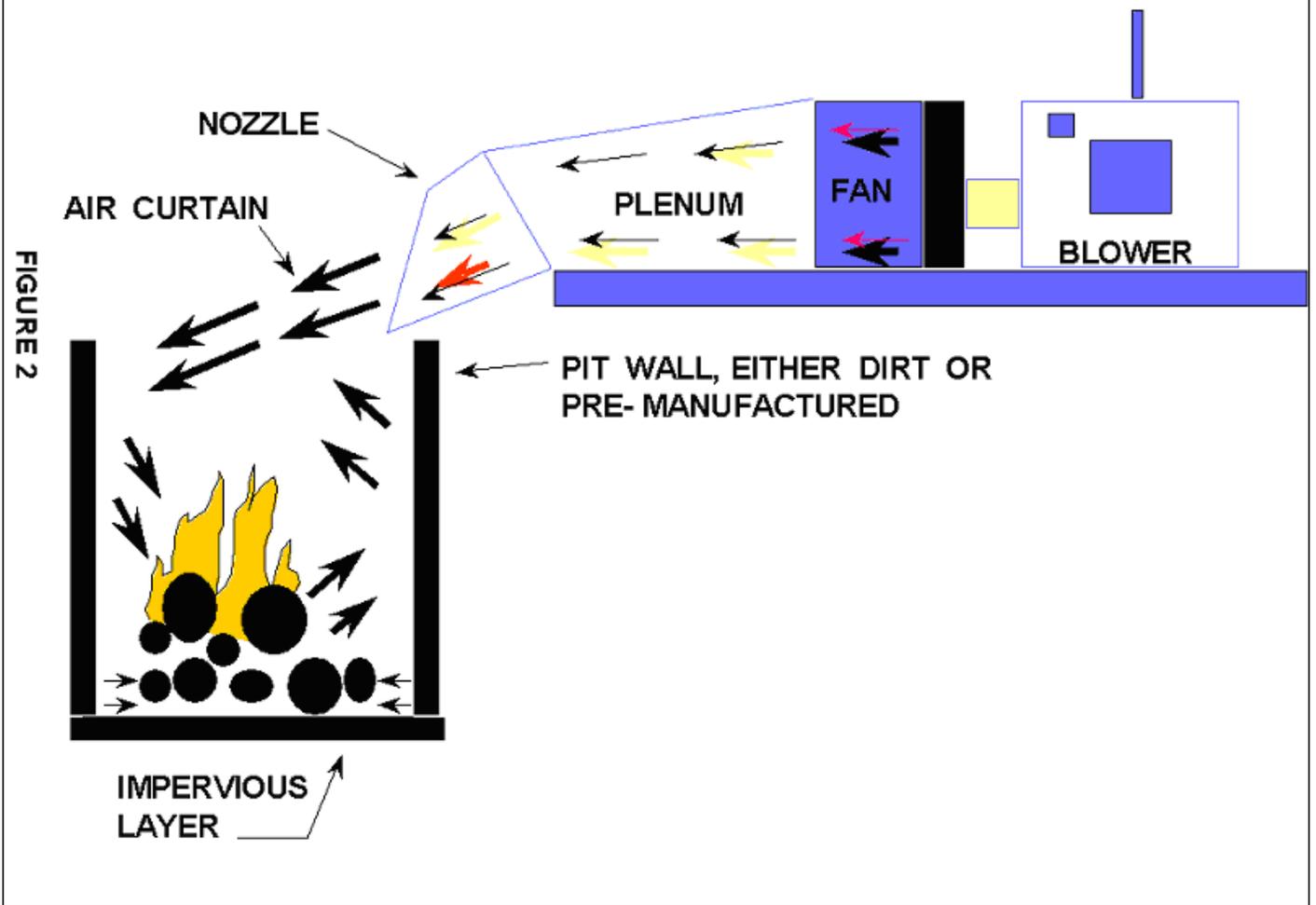


EXHIBIT F

POTENTIAL LANDFILL LOCATIONS

Landfills

1. Victoria Landfill
FM 1686 Bloomington, TX 77901
Operated by: Waste Management Company.

EXHIBIT H

DEBRIS SITE SAFETY AUDIT FORM

SAMPLE					
DEBRIS SITE SAFETY AUDIT FORM					
LOCATION:	PHONE NO:				
MUNICIPALITY:		PHONE NO:			
CONTRACTOR:		DATE:			
INSPECTED BY:	PRINT NAME: _ _ _ _ _ SIGNATURE: _ _ _ _ _ <input type="checkbox"/> <input type="checkbox"/>				
INSPECTION TOWER CONSTRUCTION & SAFETY			Yes	No	
Structural Integrity	Are towers constructed using sound construction materials and accepted engineering practices?			<input type="checkbox"/>	<input type="checkbox"/>
Inspection Tower Construction Specifications	<p>Recommended specifications for debris site inspection towers are as follows:</p> <p>“Scope of Work (Example) Site Management for Debris Reduction” Paragraph 4.4 Inspection Tower.</p> <p>The contractor shall construct an inspection tower. The tower shall be constructed using pressure treated wood.</p> <p>The floor elevation of the tower shall be 10 foot above the existing ground elevation.</p> <p>The floor area shall be 8’ by 8’, constructed of 2”x 8” joists, 16” o.c. with ¾” plywood supported by four 6” x 6” posts. The perimeter of the floor area shall be protected by a 4 foot high wall constructed of 2” x 4” studs and ½” inch plywood.</p> <p>The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6’-6” of headroom below the support beams. <input type="checkbox"/> <input type="checkbox"/></p> <p>Wooden steps shall provide access with a handrail.</p>				
Tower Anchorage	Are all towers, including construction scaffolding, properly and securely anchored to prevent them from falling or tipping if hit by vehicles, strong winds, or debris extending outside of truck boxes?			<input type="checkbox"/>	<input type="checkbox"/>
	Are anchorage points secure and preferably of the screw anchor-type or imbedded in concrete?			<input type="checkbox"/>	<input type="checkbox"/>
	Are all anchorage points and guy wires clearly marked and protected by barriers that will warn drivers and other personnel to assist in preventing accidental hits by trucks or trailers?			<input type="checkbox"/>	<input type="checkbox"/>
Accessibility	Are stairways and side rails or permanently attached ladders used to access towers and on all walkways and workstations above 6 feet?			<input type="checkbox"/>	<input type="checkbox"/>
Bump Hazards	Are all low crossbeams including scaffolding, marked with caution tape or hazard notice warnings if less than 6 feet in height on all walkway areas?			<input type="checkbox"/>	<input type="checkbox"/>
Heating	If propane heaters are used, is adequate ventilation provided to ensure the prevention of carbon monoxide build-up?			<input type="checkbox"/>	<input type="checkbox"/>
	Are all combustible materials not placed or left near the heat source?			<input type="checkbox"/>	<input type="checkbox"/>
Motorized Elevated Work Platforms	Are all safety procedures regarding dangers such as overhead power lines, equipment stability, and protection from other vehicles in place?			<input type="checkbox"/>	<input type="checkbox"/>
	Are scissor lifts, articulating booms or other commercial equipment, and mobile towers or trucks that are being used specifically designed and approved for outdoor use (balloon tires)? <u>No scissor lifts designed for indoor use are allowed to be used as inspection towers.</u>			<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT H

Personal protection & safety		Yes	No
Eye And Face Protection	Is each employee wearing the appropriate eye or face protection when exposed to eye or face hazards from flying particles?	<input type="checkbox"/>	<input type="checkbox"/>
Foot Protection	Is each employee wearing protective footwear (preferably steel-toed safety boots or shoes) when working in areas where there is a danger of foot injuries due to falling or rolling objects or objects piercing the sole?	<input type="checkbox"/>	<input type="checkbox"/>
Personal Visibility	Are all personnel wearing high visibility (safety orange) vests when working on ground level at all debris sites?	<input type="checkbox"/>	<input type="checkbox"/>
Head Protection	Are all personnel wearing protective hardhats when working in areas where there is potential for injury to the head from falling objects?	<input type="checkbox"/>	<input type="checkbox"/>
Hearing Protection	Are all personnel wearing hearing protection when subjected to excessive noise and sound?	<input type="checkbox"/>	<input type="checkbox"/>
RESPIRATORY PROTECTION		Yes	No
Respirators	Are disposable particulate respirators (dust masks) available for use by all personnel?	<input type="checkbox"/>	<input type="checkbox"/>
Personal safety & Health		Yes	No
Training	Does initial training include a thorough review of hazards and accidents associated with the job?	<input type="checkbox"/>	<input type="checkbox"/>
	Is adequate instruction in the use of personal protective equipment provided?	<input type="checkbox"/>	<input type="checkbox"/>
Sanitation & Hygiene Facilities	Are portable toilets provided if no facilities are immediately available at the site?	<input type="checkbox"/>	<input type="checkbox"/>
First Aid	Is a first aid kit and bottled water available at the site?	<input type="checkbox"/>	<input type="checkbox"/>
Emergencies	Is the location and phone numbers of nearest hospital or doctor, and police available to all site personnel?	<input type="checkbox"/>	<input type="checkbox"/>
Severe Weather	Is an emergency notification plan in place to ensure severe weather information is communicated to tower personnel and that any emergencies originating at the site can be rapidly addressed?	<input type="checkbox"/>	<input type="checkbox"/>
	Is a mobile or fixed phone available on-site for use in the event of an emergency?	<input type="checkbox"/>	<input type="checkbox"/>
Ground Operations & Equipment Safety		Yes	No
Heavy Trucks And Machinery	Is a traffic control system for truck traffic established within the debris site?	<input type="checkbox"/>	<input type="checkbox"/>
	Is there a traffic control system established for the safe entrance and exit to the debris site?	<input type="checkbox"/>	<input type="checkbox"/>
Chippers, Tub Grinders & Conveyors	Are manufacturer's operating and safety procedures being followed for the particular chipper/grinder machine on site?	<input type="checkbox"/>	<input type="checkbox"/>
	Are all non-essential personnel observing a 300 ft. safety zone while machinery is in operation?	<input type="checkbox"/>	<input type="checkbox"/>
Air Curtain Incineration	Are fire safety precautions in place and adequate clearance established to prevent accidental fire spread?	<input type="checkbox"/>	<input type="checkbox"/>
	Are equipment operators checking for hazardous waste (i.e. batteries, PVC piping, solvents, pesticides, compressed gas cylinders, etc.) and munitions may not have been properly separated from "burnable" trash?	<input type="checkbox"/>	<input type="checkbox"/>
Fire Emergency Procedures	Is there a clear fire response plan for each debris site?	<input type="checkbox"/>	<input type="checkbox"/>
	Are and adequate number of fire extinguishers available and chosen for the type of fire most likely to occur in that area?	<input type="checkbox"/>	<input type="checkbox"/>
Electrical	Are extension cords out of the traffic lanes where they can be abused by heavy traffic?	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT I

RIGHT OF ENTRY / HOLD HARMLESS AGREEMENT FORM

RIGHT OF ENTRY / HOLD HARMLESS AGREEMENT

DATE _____

PROPERTY ADDRESS / DESCRIPTION

NAME (OWNER'S OR OWNER'S AUTHORIZED AGENT)

RIGHT OF ENTRY: I certify that I am the owner or the owner's authorized agent of the above- described property. I grant freely and without coercion the right of access and entry on said property to Jackson County, their agencies, representative, agents, contractors, and subcontractors for the purpose of removing and/or clearing that disaster-generated debris from the property and surrounding public property

HOLD HARMLESS: I understand that my agreement to allows access is not an obligation upon Fort Bend or any government to perform debris removal. I agree to hold harmless Jackson County and any of their agencies, agents, representatives, contractors, and subcontractors, for damages of any type whatsoever, either to the above-described property, or to persons situated thereon. I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of the above entities while removing disaster-generated debris from the property. I will mark sewer lines, septic tanks, water lines and utilities located on the property.

DUPLICATION OF BENEFITS: I have been advised many homeowner's insurance policies have coverage to pay for removal of storm-generated debris. I understand that federal law (42 U.S. C. 5155 *et seq.*) requires me to reimburse Jackson County the cost of removing the storm- generated debris to the extent covered in my insurance policy. I also understand that I must provide a copy of the proof/statement of loss from my insurance company to Jackson County. If I have received payment, or when I receive payment, for debris removal from my insurance company or any other source, I agree to notify and send payment and proof/statement of loss to Jackson County. I understand that all disaster-related funding, including that for debris removal from private property, is subject to audit.

SWORN & ATTESTED

All owners/agents must sign below.

WITNESSED:

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Name of Insurance Co. Policy No.