

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT

C-15-258a-09-15

THIS CONTRACT is made and entered into this **15th** day of **September, 2015** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Ceres Environmental Services, Inc.** ("Company").

WHEREAS, Company has proposed and agreed to provide Emergency Debris Management Services (the "Services") in accordance with the following:

- a. H-GACBuy Request for Proposals (Proposal CE-2012-10-001) ("Proposal"), dated November 08, 2012,
- b. H-GAC Disaster Debris Clearance and Removal Services End User Service Request Form and Standard Services Checklist ("Form"), dated April 22, 2015, and
- c. HGAC Contractor Pricing Worksheet ("Worksheet");

Whereas the Proposal, Form, and Worksheet (sometimes collectively the "Proposal Package") are incorporated and attached as Exhibits A, B, and C respectively;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the terms and conditions of the Proposal Package,

the Commissioners Court of County awarded the contract bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services as a Secondary Vendor provider of the Services in accordance with the Proposal Package within **Hidalgo County** following a request for Services by the Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. The term of this Agreement shall begin on the date written above through December 31, 2016 and may be extended on the same terms and conditions at the **option** and **sole discretion** of the County for two (2) additional one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

County will award debris management services contracts to a "Primary", "Secondary" and "Tertiary" vendor for services to be rendered through effective period of this Contract.

Company agrees in situations when the "Secondary" Service Provider does not and/or not adequately perform in accordance with comply with the specifications, requirements,

terms, conditions, obligations contained within this Contract, Hidalgo County reserves the right to seek the Services from the "Tertiary" Service Provider. In such event, County shall charge the "Secondary" Service Provider the difference for any additional cost of Services.

Hidalgo County reserves the right to continue this Contract for an additional sixty (60) Days Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverage and in the amounts described herein at this point for all

purposes), and shall furnish to County certificates of such insurance coverage.

| | |
|----------------------------------|---|
| Workers Compensation | Statutory |
| Employer's Liability | U.S. \$1,000,000 |
| Commercial General Liability | U.S. \$1,000,000 per occurrence |
| | U.S. \$1,000,000 aggregate |
| Comprehensive General Automobile | U.S. \$1,000,000 combined single limit |
| Professional Liability | U.S. \$1,000,000 per claim and in the aggregate |

Additionally, the certificates must state that the County will be given at least thirty (30) days notice, by certified mail, of cancellation, material change in the coverages or intent not to renew any of the policies. The County must be named as an Additional Insured. The County must be given copies of all insurance policies within fifteen (15) days of the County's written request.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that

County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
 Attn: County Judge
 302 W. University Drive
 Edinburg, Texas 78539

If to Company: Ceres Environmental Services, Inc. (Secondary)
 Attn: David A. McIntyre, Owner & President
 9945 Windfern Road
 Houston, Texas 77064

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. County may terminate this Agreement upon thirty (30) days written notice at any time for any reason or no reason at all.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the

laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this 5 day of Oct.,
2015.

COUNTY OF HIDALGO

COMPANY:

Ramon Garcia
Ramon Garcia, County Judge

David L. Crain

ATTEST: APPROVED BY
COMMISSIONERS' COURT
ON: 9/15/15

Arturo Guajardo Jr.
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By: [Signature]
Stephen L. Crain, Attorney

- Exhibit A: H-GAC Disaster Debris Clearance and Removal Services End User Service Request and Requested Services Checklist Form
- Exhibit B: H-GACBuy Request for Proposals (Proposal CE-2012-10-001)
- Exhibit C: Contractor Pricing Worksheet
- Exhibit D: Insurance

EXHIBIT "A"

**H-GAC DISASTER DEBRIS CLEARANCE AND
REMOVAL SERVICES END USER SERVICE REQUEST
AND REQUESTED SERVICES CHECKLIST FORM**



DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES END USER SERVICE REQUEST FORM

Introduction

The purpose of the End User Service Request Form is to provide pre-qualified debris hauling contractors with accurate information about the End User and the most accurate pricing for debris hauling services. This form is to be filled out by the End User or End User representative and to be sent to the H-GAC contact listed at the bottom of the last page.

Terms and Conditions

By submitting the Service Request Form, the End User is requesting that H-GAC supply the information following to all H-GAC pre-qualified debris removal vendors for bid development.

End User Service Request Form

Please read each of the sections of this End User Service Request Form thoroughly and complete sections one through four to the best of your knowledge. After reviewing the pricing methodology in section five, sign the form on the last page and send it to the address provided underneath the signature section.

1. INITIAL END USER DATA

The first section is designed to provide H-GAC and pre-qualified vendors with basic contact information about your community. Should your community wish to additionally include other jurisdictions, or public organizations in this service request, please identify them in Section 1.3.

1.1 End User Identification

Name of organization: County of Hidalgo, Texas

1.2 End User Primary Point of Contact

Name: Ricardo Saldana or Mario Betancourt

Title: EMC / Deputy EMC

Organization: County of Hidalgo Office of Emergency Management

Primary phone: 956-318-2615

Secondary phone: 956-318-2600

E-mail: ricardo.saldana@co.hidalgo.tx.us (or)
mario.betancourt@co.hidago.tx.us

1.3 List any additional organizations for which debris services should be provided through this contract

In some instances, an End User may wish to incorporate several jurisdictions or other public organizations (school districts, universities, drainage districts, etc.) into this agreement. For example, a county may act as the End User, however debris removal services under this agreement shall be extended to one or more cities within a county or other public institutions within a county. This will be identified as the End User Service Area. Please identify all parties in this section. In addition, please provide copies of all inter-local or mutual aid agreements between the identified parties.

At this time its unknown

1.4 Total population within End User service area

Please provide a breakout of population between all parties that may be serviced under this agreement.

831,000

1.5 Total households within End User service area

Please provide a breakout of households between all parties that may be serviced under this agreement.

256, 745

2. HAZARD/RISK DATA

The information requested in this section is focused on any hazard or risk data that may be facing the End User and End User Service Area. This may include flooding, hurricanes, tornados, ice storms, etc.

2.1 End User hazards or risks

Please include debris-generating events that may affect the End User service area.

Flooding, Hurricanes, Tropical Storms, Tornados, , Sever Thunder Storms ,Hail Storms, and High Winds.

2.2 Previous debris-generating events

Please include information about these events within the last 15 years. If available please include the name of the event (if hurricane or tornado include the category), estimated cubic yards of debris generated by the event and characteristics of debris.

Hurricane Dolly, (650,000 cubic yards)

Hurricane Alex , we conducted more water removal (pumping operation)

3. DEBRIS CHARACTERISTICS

Section 3 requests debris specific information about the community. Since the pricing structure for the debris removal contract will be developed on a per unit (per cubic yard) basis, accurate information about the characteristics of the community is critical.

3.1 Estimated number of road miles maintained by the End User (and included parties)

Include all roads that are maintained by the End User or other parties that will fall under this agreement. If located in Texas, please exclude all Texas Department of Transportation (TxDOT) and private roads that are located within the End User service area. If outside Texas, please exclude all private roads and all roads maintained by appropriate State Department of Transportation.

1996 miles

3.2 Estimated number of square miles within the End User service area

1570 sq. miles

3.3 Estimated number of parks or other public facilities maintained by the End User (and included parties)

Parks: 22

Other public facilities:

3.4 Estimated number of Debris Management Sites (DMS) User

Name of DMS 1: _____

Physical address: _____

Site GPS coordinates: _____

Estimated number of usable acres: _____

Reduction method: _____

Debris accepted at DMS
(vegetative, C&D, white goods, etc.): _____

Name of DMS 2: _____

Physical address: _____

Site GPS coordinates: _____

Estimated number of usable acres: _____

Reduction method: _____

Debris accepted at DMS
(vegetative, C&D, white goods, etc.): _____

Name of DMS 3: _____

Physical address: _____

Site GPS coordinates: _____

Estimated number of usable acres: _____

Reduction method: _____

Debris accepted at DMS
(vegetative, C&D, white goods, etc.): _____

Name of DMS 4: _____

Physical address: _____

Site GPS coordinates: _____

Estimated number of usable acres: _____

Reduction method: _____

Debris accepted at DMS
(vegetative, C&D, white goods, etc.): _____

**3.5 Name and Locations of Final Disposal Sites
(i.e. landfills, beneficial use facilities for mulch or ash, recycling facilities, etc.)**

Name of facility: _____

Physical address: _____

Site GPS coordinates: _____

Type of facility
(landfill, beneficial use, etc.): _____

Debris accepted
(vegetative, C&D, white goods, metal, etc.): _____

Name of facility: _____

Physical address: _____

Site GPS coordinates: _____

Type of facility
(landfill, beneficial use, etc.): _____

Debris accepted
(vegetative, C&D, white goods, metal, etc.): _____

Name of facility: _____

Physical address: _____

Site GPS coordinates: _____

Type of facility
(landfill, beneficial use, etc.): _____

Debris accepted
(vegetative, C&D, white goods, metal, etc.): _____

Name of facility: _____

Physical address: _____

Site GPS coordinates: _____

Type of facility
(landfill, beneficial use, etc.): _____

Debris accepted
(vegetative, C&D, white goods, metal, etc.): _____

3.6 Please indicate the level of vegetation density within your community

This will provide a more accurate representation of the vegetation, including shrubbery and trees, on public rights-of-way.

High Medium Light

3.7 Please indicate the level of commercial structure density within your community

Take into account areas that are not solely single-family residential, but include small retail stores,

schools, apartments, shopping centers, and light industrial/manufacturing facilities.

X High Medium Light

4. ADDITIONAL INFORMATION

Section 4 is designed to provide H-GAC and pre-qualified vendors with additional information that is pertinent to understanding the End User and End User Service Area.

4.1 Ancillary Services

Please provide a list of ancillary services that may be needed to be supplied by the CONTRACTOR. Services may include potable water, emergency power generation, satellite phones, temporary office space, ice, emergency fuel supplies, etc.

Portable pumps , Emergency Generators, Training, satellite phones , temporary office space, Emergency Ice and Bottle water.

4.2 Debris Management Plan

If you have a debris management plan, please provide a copy of the plan along with the form. N/A

4.3 Other

List any other information that you wish the pre-qualified vendors to know about your entity or the End User Service area.

To use local sub- contactors for hauling of debris

Assist in creating a debris management plan

4.4 Requested Information

Please check the appropriate boxes below. The pre-qualified vendors will ONLY send the information that you request. Please read carefully.

- X Copy of H-GAC Phase 1 – Request for Proposals (RFP)
- X Copy of H-GAC Phase 1 – Evaluation Matrix
- X Copy of H-GAC Phase 1 – Scoring Sheet
- X Vendors' Corporate Summary (Limit: 1 page)
- X Vendors' List of all standing pre-event contracts (Limit: 1 page)
- X Vendors' List of past clients/projects (Limit: 1 page)
- X Vendors' list of training/educational services (Limit: 1 page)
- X Yes, I will be requesting an oral interview with some or all vendors

X No, I do not wish to have any of the vendors contact our organization

Deadline for vendors to submit information

(enter date: XX/XX/20XX)

5. PRICING METHODOLOGY

Prices provided by PROPOSERS in response to this RFP should be firm for the entire term of the contract. However changes will be considered if accompanied by proper and sufficient documentation satisfactory to End User.

5.1 Limits of Price Adjustments

Price change requests MUST be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that CONTRACTOR'S actual costs have increased. The U.S. Department of Labor Producer Price Index (PPI), series ID PCU562111562111P for solid waste collection may also provide partial justification for price increases, based upon the percentage difference between the PPI issued for January 2013 and the PPI issued for January each year. Price increases shall be limited to a maximum of 5% each year during the term of the contract. No retroactive contract price adjustments will be allowed. In the event that these indices are discontinued, or the titles or codes are revised, new indices shall be promptly identified and incorporated into the agreement. Pricing structure shall remain in effect for the term of this Contract.

5.2 Approval of Price Changes

No price change will be allowed unless it has been reviewed and approved by End User in writing. CONTRACTOR must have received End User's written approval of any change prior to charging the new price or using it in any quotation prepared for an End User. End User will notify H-GAC of all price changes.

5.3 Right to Accept or Reject Price Change

All pricing shall remain in effect for the initial four-year term of the contract. If the contract term is extended, End User and CONTRACTOR will review unit prices and make adjustments based upon documented increases in costs. End User reserves the right to accept or reject any price change request within thirty (30) days after receipt of the request. If the price change is accepted, the price will remain firm for the following one year period.

Name: _____ Date: _____

Signature: _____

| | |
|---|---|
| Please return completed form to: | Cheryl Mergo, H-GAC Sustainable Development Program Manager Community and Environmental Planning Department Houston-Galveston Area Council P.O. Box 22777, Houston, TX 77227-2777 |
|---|---|

Contact: Phone (713) 993-4520 and Fax (713) 993-4503
cheryl.mergo@h-gac.com



DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES STANDARD SERVICES REQUESTED CHECKLIST

Please provide contact information and indicate the services you wish the debris hauler to including in pricing.

End User: County of Hidalgo

Contact Ricardo Saldana or Mario Betancourt
person:

Phone: 956-318-2615

Email: ricardo.saldana@co.hidalgo.tx.us (or) mario.betancourt@co.hidalgo.tx.us

| Service | Yes or No |
|--|-----------|
| Emergency road clearance | <u>Y</u> |
| Right of way (ROW) vegetative debris removal | <u>Y</u> |
| ROW construction and demolition debris (C&D) removal | <u>Y</u> |
| Demolition, removal, and transport of structures <u>Yes on county property and No Private Property</u> | |
| Debris management site (DMS) management and operations | <u>Y</u> |
| Grinding (reduction of storm generated debris) | <u>Y</u> |
| Incineration (reduction of storm generated debris) | <u>Y</u> |
| Haul-out of reduced debris to final disposal site | <u>Y</u> |
| Removal of hazardous leaning trees and hanging limbs | <u>Y</u> |
| Removal of hazardous stumps | <u>Y</u> |
| Household hazardous waste removal, transport, and disposal | <u>Y</u> |
| Used electronics removal | <u>Y</u> |
| Abandoned vessel and vehicle removal | <u>N</u> |
| Animal carcass removal and disposal | <u>N</u> |
| ROW white goods debris removal | <u>Y</u> |
| Freon removal | <u>Y</u> |
| Asbestos removal | <u>Y</u> |
| Other: | |
| Ancillary services: | |
| Emergency ice and water delivery | <u>Y</u> |
| Emergency power generation | <u>Y</u> |
| Satellite phones | <u>Y</u> |
| Temporary office space | <u>Y</u> |
| Emergency fuel supplies | <u>N</u> |
| Emergency quarters and hygiene facilities | <u>Y</u> |
| Other: PORTABLE PUMPS 6" , 8" , 10" and 12" | <u>Y</u> |

EXHIBIT "B"

H-GACBUY REQUEST FOR PROPOSALS
(PROPOSAL CE-2012-10-001)

**Request for Proposals
for
Disaster Debris Clearance and Removal Services**

PROPOSAL NUMBER: HGAC-CE-2012-10-001

Proposal Deadline:
November 8, 2012
1:00 p.m. CST

HOUSTON-GALVESTON AREA COUNCIL

Request for Proposals

for

Disaster Debris Clearance and Removal Services

INTRODUCTION

The Houston-Galveston Area Council (H-GAC) Purchasing Program is a government-to-government procurement service available nationwide. Governmental entities have been procuring products and services through the program for over 30 years. As a unit of local government assisting other local governments, H-GAC strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services, and providing the customer service necessary to help its members achieve their procurement goals.

To streamline the procurement process for END USERS (municipalities, counties, school districts, etc.) participating in the H-GAC Purchasing Program, H-GAC has developed a comprehensive procurement process for disaster debris removal services. H-GAC's decision to pursue the development of a debris removal services procurement program was based in large part on:

- H-GAC's ongoing commitment to help END USERS reduce costs and streamline procurement processes through H-GAC's government-to-government procurement services;
- The Federal Emergency Management Agency's (FEMA) policy statements encouraging local governments to develop pre-event debris hauler contracts; and
- Possible changes to the FEMA Public Assistance Grant Program that includes a 5 percent increase in federal cost-share (not to exceed 100 percent) if local governments meet the requirements concerning debris management (that is, disposal site identification, pre-event contracts, and debris management plan).

FEMA encourages municipalities to identify disaster debris clearance and removal service providers prior to an emergency. The H-GAC Purchasing Program is intended to be utilized following disasters and during normal operations.

H-GAC has developed a two-phase comprehensive procurement process for disaster debris removal services. The H-GAC Purchasing Program provides END USERS with a procurement process based on the latest FEMA policies and Disaster Specific Guidance (DSG) to limit the END USER'S exposure to potential non-reimbursement following a presidential disaster declaration.

The first phase of the procurement process will encompass the typical aspects of the debris removal contracting process, other than pricing. H-GAC will issue a request for proposals (RFP) for disaster debris services to qualified firms interested in providing this service to an END USER.

The selection process will be designed to gather information regarding the CONTRACTOR'S experience and qualifications. This information may include the following criteria:

- Qualifications of the CONTRACTOR, including recent debris removal experience;
- Documented knowledge of Federal, State, and Local emergency management agencies;
- Verifiable references for similar contracts;

- Qualifications and experience of key personnel and other staff;
- Financial resources and stability;
- Ability and capacity to perform;
- Technical ability;
- Project management and reporting systems;
- Equipment and SUB-CONTRACTOR resources; and
- Bonding capacities and insurance coverage.

The result of the first phase of the procurement process is to develop a pool of most qualified CONTRACTORS who meet the minimum requirements of the selection process. Each contract (unless altered by END USERS in the final contract) will be a four-year blanket contract. H-GAC reserves the right to extend some contracts and terminate others depending on compliance with updated State and FEMA specifications and requirements, and according to the needs of H-GAC and potential END USERS.

Being selected for this pool of qualified CONTRACTORS does not guarantee the firm a contract with any END USER. Their selection indicates only that the firm is now a preferred vendor.

The second phase of the procurement process, which will continue throughout the contract term, focuses on establishing a disaster debris clearance and removal service agreement with an END USER. This process begins when an END USER expresses interest in procuring disaster debris services by submitting a formal letter of interest/form to H-GAC. This letter of interest/form will require the END USER to provide information regarding the unique attributes of the END USER'S service area and requirements specific to the END USER. These requirements may include but not be limited to the following:

- Total population;
- Number of households;
- Distance from the gulf coast;
- Number of debris management sites (DMS);
- Level of vegetation; and
- Number of commercial structures.

Once H-GAC accepts the END USER'S letter of interest/form, the information will be submitted to the pool of pre-selected CONTRACTORS to elicit prices for each of the rate categories. H-GAC will collect the documentation and pricing, and will provide the findings to the END USER for final selection. A sample pricing schedule has been attached to this RFP as Appendix A. The pricing schedule corresponds to Section 5 of this RFP.

The END USER will be responsible for the remainder of the procurement process. H-GAC will not be involved in the remainder of the procurement process. The final contract awarded will be binding between the END USER and the CONTRACTOR.

All aspects of the procurement process comply with Federal and State statutes and FEMA procurement and contracting recommendations.

The purpose of this RFP is to identify the CONTRACTOR best suited to assist member END USERS with disaster debris clearance and removal. The selected CONTRACTOR will work with the END USER directly, as authorized by inter-local agreements between H-GAC and

member END USERS. H-GAC is seeking to enter into a four-year contract with the option to extend two, one-year intervals beginning January 2013. If extenuating circumstances exist, H-GAC reserves the right to extend the contract beyond six years if necessary.

Section 1: RFP CALENDAR AND PROPOSAL SUBMITTAL

1.1 Submittal Deadline

The deadline for the submittal of PROPOSALS is November 8, 2012, at 1:00 p.m. (Central Time) CT.

1.2 Submittal Procedure

H-GAC will only accept electronic submittals. PROPOSERS may submit proposals on a CD-ROM via hand delivery, FedEx, or regular mail, or through a secure FTP site. Please see the instructions below for each delivery method.

Include the assigned Control Number located on the first page of the Request for Proposal (RFP) in the e-mail subject line.

For submittal via CD-ROM:

Hand deliver or FedEx to:
Ms. Cheryl Mergo, Sustainable Development Program Manager
Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, TX 77027

OR

Mail to:
Ms. Cheryl Mergo, Sustainable Development Program Manager
Houston-Galveston Area Council
PO Box 22777
Houston, TX 77227-2777

For submittal via a secure FTP site:

No later than one week before proposals are due, the PROPOSER must request a personalized login and password to their private FTP site. Requests should be submitted to Ms. Mergo at cheryl.mergo@h-gac.com. Once the proposal has been uploaded to the site, the PROPOSER must e-mail Ms. Mergo to confirm submittal. Only H-GAC will have access to the information posted on the site.

The deadline for the submittal of proposals is November 8, 2012, at 1:00 p.m. CT. H-GAC shall date-time stamp all proposals upon receipt. Proposals received after this date and time will not be accepted. Proposals may be submitted to the H-GAC office any time prior to the deadline.

Submission of a proposal will constitute acknowledgement and acceptance of all the terms and conditions contained in this RFP. PROPOSERS, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this RFP at the time a proposal is submitted to H-GAC.

1.3 Calendar of Events for RFP Award Process

| | |
|---|------------------|
| Pre-release of draft RFP: | October 9, 2012 |
| Vendor questions regarding draft RFP due: | October 12, 2012 |

| | |
|---|--------------------------------|
| Release final RFP: | October 22, 2012 |
| Pre-proposal conference via call/webinar: | October 26, 2012, 9:00 a.m. |
| Vendor questions regarding final RFP due: | October 26, 2012, 5:00 p.m. |
| Addenda released if required: | October 30, 2012 |
| Proposals due: | November 8, 2012, 1:00 p.m. CT |
| Selection notification: | December 18, 2012 |

Note: There will be no public proposal opening meeting.

1.4 Pre-proposal Conference

A **pre-proposal conference** will be held at **9:00 a.m. CST, on October 26, 2012, via conference call and webinar**. You must register for the webinar. Register at <https://www3.gotomeeting.com/register/796895878>. Interested PROPOSERS should plan to participate. It will be assumed that potential PROPOSERS attending this conference will have reviewed the RFP in detail and are prepared to raise any substantive questions that have not already been addressed by H-GAC. H-GAC requests that, as much as is practical, PROPOSERS submit all questions in advance in writing, via e-mail or fax, prior to the pre-proposal conference. **No additional questions regarding the RFP will be accepted after 5:00 p.m. CT on the day of the pre-proposal conference.** Questions submitted in advance should be sent to Ms. Cheryl Mergo, Sustainable Development Program Manager, via e-mail at Cheryl.mergo@h-gac.com. All questions and answers from the pre-proposal conference will be compiled and provided to participating PROPOSERS, as well as posted on the H-GAC web site.

1.5 Terms of Agreement

- 1.5.1 The initial term of this CONTRACT shall be for a period of four (4) years from the date of award.
- 1.5.2 The term of the initial contract will be January 1, 2013, to December 31, 2016.
- 1.5.3 H-GAC reserves the right, and the CONTRACTOR agrees, that the contract may be extended for up to two (2) additional twelve (12)-month periods. If H-GAC wishes to exercise this right, it shall notify the CONTRACTOR.
- 1.5.4 Notice of intent to renew will be given to the CONTRACTOR in writing by the Project Administrator, 60 days before the expiration date of the current contract. (This notice shall not be deemed to commit H-GAC to a contract renewal.)
- 1.5.5 If a contract is fully executed, the CONTRACTOR acknowledges and agrees that any service it provides to H-GAC and END USERS after the termination date of the CONTRACT will be deemed to be gratuitously provided, and H-GAC and END USERS shall have no obligation to pay for such services unless H-GAC approves an agreement to do so in its sole discretion.

1.6 Interpreting Specifications

The specifications and product references contained herein are intended to be descriptive rather than restrictive. H-GAC is soliciting proposals to provide a complete product and service package that meets its overall requirements. Although specific equipment and system references are included in this RFP for guidance, they are not intended to preclude

PROPOSERS from recommending alternative solutions offering comparable or better performance or value to H-GAC.

Changes in the specifications, terms, and conditions of this RFP will be made in writing by H-GAC prior to the proposal due date. Results of informal meetings or discussions between potential PROPOSERS and any H-GAC official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

1.7 Non-Responders to RFP

If unable to submit a proposal, please contact H-GAC in writing to provide reason for not submitting a proposal. Reasons for non-response to the RFP may be submitted to Ms. Cheryl Mergo at cheryl.mergo@h-gac.com.

Section 2: PROPOSAL OUTLINE AND CONTENT

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. PROPOSERS are encouraged to include additional relevant information. At PROPOSERS' option, brochures may accompany required proposal materials, but will not be considered as substitution for other written requirements.

2.1 Proposal Format

The Proposals must be typewritten and the original clearly marked and signed in blue ink. Legibility, clarity, and completeness are important and essential. Proposals must include labels which identify the sections of the Proposal.

2.2 Letter of Transmittal

The letter of transmittal should be limited to one (1) page and should include:

- 2.2.1 A brief statement that the PROPOSER understands of the work to be done.
- 2.2.2 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the PROPOSER.
- 2.2.3 A statement that the person signing the transmittal letter is authorized to legally bind the PROPOSER; that the proposal shall remain firm for a period of 180 days from the date of receipt of best and final offers, and that the proposal will comply with the requirements of this RFP.
- 2.2.4 A statement indicating which vendor, if multiple vendors are proposing jointly, intends to act as prime point of contact for proposal evaluation questions and the delivery and maintenance of the vendor's proposed offerings.

2.3 Title Page

The title page should include the RFP subject and RFP number, the name and address of the PROPOSER, and the date of the proposal.

2.4 Table of Contents

The contents should be identified by section, description, and page number.

2.5 Recommendations/Exceptions

If your organization takes exception to the equipment and/or services requested in the RFP, please state specifically within your proposal your objection. Deviations shall be acceptable to H-GAC only to the extent that the deviations are determined as having offered a feature or component which meets or exceeds the specifications.

2.6 Trade Secret Information

In the event a PROPOSER submits trade secret information to H-GAC, the information must be clearly labeled as "Trade Secret." H-GAC will maintain the confidentiality of such trade secrets to the extent provided by law.

2.7 Certificate of Registration

The PROPOSER must furnish a "Certificate of Registration" that identifies the States the PROPOSER is authorized to conduct business in prior to the awarding of the contract. Within the State of Texas, registration can be obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.

2.8 Capabilities and Related Experience

Please provide a description of your organization's related experience and capabilities. In order to propose, each PROPOSER must also provide a list of three (3) debris removal, reduction, and disposal operations in excess of 1,000,000 cubic yards where PROPOSER was the prime CONTRACTOR and provide references for the communities where these operations took place. Each reference must include jurisdiction name, contact name, e-mail address and phone number, and description of project. PROPOSERS that do not meet these minimum qualifications will not be considered.

2.9 Qualifications of Key Personnel

PROPOSERS must provide a listing of key personnel who would be assigned to the project, including their training and certifications and years of experience. PROPOSERS should also indicate which personnel will be primary contacts, which will be dedicated staff, and what role each staff member will play in execution of the contracted services.

2.10 Description of Work

Detailed requirements for the description of work, scope of services and proposed costs are provided in Scope of Work.

2.11 Technical Proposal

- 2.11.1 PROPOSERS should, at a minimum, provide the following information listed below. Each section shall be provided in the order listed below:
- 2.11.2 PROPOSER background, with specific detail to similar projects performed in excess of 1,000,000 cubic yards
- 2.11.3 PROPOSER technical experience regarding large-scale debris removal operations associated with hurricanes, storms, tornadoes, or other natural or manmade disasters
- 2.11.4 Organizational chart including proposed points of contact and a full-time project manager required to report to the END USER
- 2.11.5 Training and professional experience (include all professional certifications)
- 2.11.6 A list of existing contracts, particularly those within the State of Texas
- 2.11.7 References from existing contracts and/or past clients (must include references from the successful completion of three (3) debris removal projects in excess of 1,000,000 cubic yards)
- 2.11.8 A list of SUB-CONTRACTORS showing/including primary operating location
- 2.11.9 Provide a one to two page company profile with a brief description of the firm, capabilities, experience, contact information, website, and additional resources.
- 2.11.10 Detailed listing of CONTRACTOR'S equipment and resources

- 2.11.11A mobilization and operations plan
- 2.11.12 Construction drawings for OSHA-compliant temporary inspection towers
- 2.11.13 Anti-Collusion Statement
- 2.11.14 PROPOSER'S equipment and resource list – PROPOSERS shall submit a list of on-site and off-site equipment that will be available at the collection site or facility. The list should include all fire prevention, safety, personal protective equipment, and other equipment that the PROPOSER determines suitable or necessary for the project.
- 2.11.15 Spill and Fire Prevention Plan – PROPOSERS shall submit spill prevention and fire prevention plans tailored to on-site activities at the Debris Management Site (DMS) or facility.
- 2.11.16 Contingency Plan – PROPOSERS shall submit a format for a contingency plan and provide a description of notification procedures to the participants of on-site emergencies and evacuation of the participants in case of an emergency on-site.
- 2.11.17 Employee Training and Medical Monitoring – PROPOSERS shall submit a detailed training outline of each position involved in debris removal and DMS(s) operations. PROPOSERS shall also submit information regarding employee medical monitoring requirements.
- 2.11.18 Description of PROPOSER'S Safety Record – PROPOSERS shall submit a listing of all warning notifications, violations, and/or citations received from pertinent federal and/or state agencies in the past three (3) years by the PROPOSER.
- 2.11.19 Third-Party Certification – PROPOSER shall submit a listing of all third-party certifications such as ISO 9000 Series, ISO 14000 Series.

2.12 Safety

PROPOSER shall be solely responsible for maintaining safety at all work sites. PROPOSER shall take all reasonable steps to insure safety for both workers and visitors to the site(s) to include traffic control. PROPOSER will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

2.13 Generator Status and Indemnification

In order to protect H-GAC and END USERS from liabilities associated with on-site activities, transportation, and inherent CERCLA liabilities involving disposal, the CONTRACTOR should supply its own labor, transportation, and dispose of the waste at only EPA-permitted disposal facility. The CONTRACTOR must agree to assume generator status and be responsible for preparing and signing all manifests related to the END USER'S household hazardous collection and/or disposal facility.

CONTRACTOR agrees to and shall defend, indemnify, and hold H-GAC, END USERS, their employees, officers, and legal representatives (collectively, "H-GAC/END USERS") harmless for all claims, causes of action, liabilities, fines and expenses (including, without limitation, attorney's fees, court costs, and all other defense costs and interest), for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance under this agreement including, without limitation, those caused by:

1. CONTRACTOR'S and/or its agents', employees', officers', directors', or SUB-

- CONTRACTORS' actual or alleged negligence or intentional acts or omissions;
2. H-GAC/END USERS' and CONTRACTOR'S actual or alleged concurrent negligence, whether CONTRACTOR is immune from liability or not; and
 3. H-GAC/END USERS' and CONTRACTOR'S actual or alleged strict products liability or strict statutory liability, whether CONTRACTOR is immune from liability or not.

CONTRACTOR shall defend, indemnify, and hold H-GAC/END USERS harmless during the term of this agreement and for four years after this agreement terminates. CONTRACTOR shall not indemnify H-GAC/END USERS for the H-GAC/END USERS' sole negligence.

2.14 Release

The CONTRACTOR, its predecessors, successors, and assigns hereby release, relinquish, and discharge the H-GAC/END USERS, its agents, employees, officers, and legal representatives from any liability arising out of the H-GAC/END USERS' sole and/or concurrent negligence and/or the H-GAC/END USERS' strict products liability or strict statutory liability for any injury, including death or damage to persons or property, where such damage is sustained in connection with or arising out of performance under this Contract.

2.15 Insurance Requirements

The CONTRACTOR shall obtain and maintain in effect during the term of this agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing H-GAC as an Additional Insured, in duplicate form, prior to the beginning of the Agreement. Each policy, except those for Worker's Compensation and Employer's Liability, must name H-GAC as Additional Insured parties on the original policy and all renewals or replacements. Each policy, except for Worker's Compensation and Employer's Liability, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. CONTRACTOR'S failure to maintain the required insurance coverage at any time during the Contract period may be grounds for H-GAC to suspend the Contract and for END USERS to withhold payment until insurance coverage is satisfactory. The issuer of any policy shall have a certificate of authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of the Best's Key Rating Guide, Property-Casualty United States.

Standard insurance policies and minimum amounts required are as follows:

1. Commercial General Liability insurance for bodily and personal injury (including death) and property damage
 - a. Each occurrence not less than \$1,000,000
 - b. General aggregate not less than \$2,000,000
 - c. The coverage shall include but not be limited to personal injury liability, premises/operations, and products/completed operations
2. Worker's Compensation and Employer's Liability Insurance
 - a. Employers' Liability insurance of \$1,000,000 per occurrence
 - b. Worker's Compensation as required by statute

3. Automobile Liability (for vehicles CONTRACTOR uses in performing under the Agreement, including Employer's Owned, Non-Ownership, and Hired Auto Coverage) with broad pollution liability endorsement and MCS-90 endorsement
 - a. Combined Single Limit of \$1,000,000 per occurrence
4. Environmental Impairment Liability and/or Pollution Liability
 - a. \$3,000,000 per occurrence or claim and \$3,000,000 aggregate
5. Excess Liability
 - a. \$3,000,000 per occurrence and \$3,000,000 aggregate
6. Other Insurance
 - a. If requested by H-GAC, CONTRACTOR shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to CONTRACTOR'S operations under the Agreement

Defense costs are excluded from the face amount of the policy. Aggregate limits are per 12-month policy period unless otherwise indicated.

All of the insurance required to be carried by the CONTRACTOR hereunder shall be by policies which shall require on their face, or by endorsement, that the insurance carrier waive any rights of subrogation to recover against H-GAC, and that it shall give thirty (30) days written notice to H-GAC before they may be cancelled or materially changed. Within such thirty (30) day period, CONTRACTOR covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially modified, or nonrenewed so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the CONTRACTOR to obtain and keep in force the above-required insurance coverage shall authorize H-GAC, at its option, to terminate the Agreement at once. CONTRACTOR shall give written notice to H-GAC within five (5) days of the date on which total claims by any party against CONTRACTOR reduce the aggregated amount of coverage below the amounts required by the Agreement.

CONTRACTOR shall pay all insurance premiums, and H-GAC shall not be obligated to pay any premiums. CONTRACTOR shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against H-GAC.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the SUB-CONTRACTOR to cover their operations, and evidence such as insurance, satisfactory to H-GAC shall be furnished by the CONTRACTOR. In the event a SUB-CONTRACTOR is unable to furnish insurance in the limits required under the Agreement, the CONTRACTOR shall endorse the SUB-CONTRACTOR as an Additional Insured on his policies excluding Worker's Compensation and Employer's Liability.

Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

2.16 Financial Assurance

PROPOSERS must submit the most current, unqualified, audited financial statement or SEC Form 10K for the proposing organization. Proposals submitted without the most current certified financial statement or SEC Form 10K shall be considered non-compliant

with the RFP.

2.17 Conflict of Interest Questionnaire

Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website <http://www.ethics.state.tx.us/>. H-GAC officers include its Board of Directors and Executive Director, who are listed on the H-GAC website.

The CIQ must be completed and filed with a bid/proposal response if an employment or business relationship defined in the law exists.

Section 3: TERMS AND CONDITIONS

3.1 Proper Use of Materials

The PROPOSER shall use the information contained in this RFP only in the preparation of its proposal and other requested documentation. Any other use, dissemination, publication, or re-use of this information is expressly prohibited.

3.2 Trade Secret Information

In the event a PROPOSER submits trade secret information to H-GAC, the information must be clearly labeled as "Trade Secret." H-GAC will maintain the confidentiality of such trade secrets to the extent provided by law.

3.3 Recycling and Waste Management Hierarchy

H-GAC recognizes concerns for the depletion of natural resources and the ecological effect of wastes in the environment, and encourages the use of recycled, recyclable, and reusable products and materials. H-GAC also adheres to the Environmental Protection Agency's waste hierarchy of preferred methods for waste reduction. Source reduction is the most preferred method, followed by recycling, and lastly disposal in combustion facilities and landfills. PROPOSERS are encouraged to demonstrate their support of the recycling and waste management hierarchy goals of H-GAC and to arrange for the ultimate disposition of the wastes accordingly.

3.4 Non-Discrimination and Equal Opportunity

The CONTRACTOR(S) agree to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Contract; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Contract.

3.5 Small, Disadvantaged, Minority, Women-Owned & Historically Under-Utilized Businesses

It is the policy of H-GAC to assist Small, Disadvantaged, Minority, Women-Owned & Historically Under-Utilized Businesses in learning how to do business with H-GAC.

Further it is H-GAC's policy that these sources shall have the maximum feasible opportunity to compete. Successful CONTRACTOR(S) agree to comply with this policy if accepted.

3.6 Compliance with Americans with Disabilities Act (ADA)

PROPOSERS shall be in compliance with all relevant requirements of the Americans with Disabilities Act (ADA) as applicable to their operations. By submission of a proposal, PROPOSER acknowledges its intention to conform to the requirements of the Act. Failure to comply with ADA may cause H-GAC to suspend a contract with any successful PROPOSER.

3.7 Publicity

Any publicity released by the PROPOSER giving reference to this contract, whether in the form of press releases, brochures, photographic coverage, or verbal announcement shall be issued only with prior approval of H-GAC.

3.8 Venue

Venue and jurisdiction of any suit, or cause of action arising under, or in conjunction with the contract awarded (directly with H-GAC) under these specifications, shall lie exclusively in Harris County, Texas.

Venue and jurisdiction of any suit, or cause of action arising under, or in conjunction with contract awarded by the END USER under these specifications, shall lie exclusively in the END USER'S limits.

3.9 Terms, Conditions, and Exceptions

- 3.9.1 This RFP does not commit H-GAC to award a contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a proposal in response to this request.
- 3.9.2 The proposals will become part of H-GAC's official files without any obligation on H-GAC's part. All responses shall be held confidential from all parties other than H-GAC until after the contract is awarded. Afterward, the proposals shall be available to the public.
- 3.9.3 H-GAC shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than H-GAC, at any time during the proposal evaluation process.
- 3.9.4 The PROPOSER shall not offer any gratuities, favors, or anything of monetary value to any official or employee of H-GAC (including any and all members of proposal evaluation committees) for the purposes of influencing consideration of a proposal.
- 3.9.5 PROPOSER(S) shall not collude in any manner, or engage in any practice, with any other PROPOSER(S) which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP, or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, H-GAC can combine or consolidate proposals, or portions thereof, for the purposes mentioned above.
- 3.9.6 All proposals submitted must be the original work product of the PROPOSERS.

The copying or paraphrasing of the work product of another PROPOSER is not permitted.

- 3.9.7 This RFP and the related responses of the selected PROPOSER will by reference (within either a Contract or Purchase Order) become part of any formal agreement with the selected PROPOSER and H-GAC.
- 3.9.8 H-GAC and the selected PROPOSER(S) may negotiate a contract or contracts for submission to the H-GAC Board of Directors for consideration and approval. H-GAC reserves the right to negotiate with the CONTRACTOR the exact terms and conditions of the contract.
- 3.9.9 CONTRACTOR personnel essential to the continuity and successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by H-GAC.
- 3.9.10 PROPOSERS are advised that all H-GAC contracts are subject to legal requirements provided for in any applicable State, Local, and Federal statute.
- 3.9.11 The CONTRACTOR acknowledges that any contract entered into as a result of this RFP may be terminated under the following conditions:

1. Convenience

H-GAC may terminate the Contract in whole or in part without cause at any time giving written notice by certified mail to the successful PROPOSER whenever for any reason H-GAC determines that such termination is in the best interest of H-GAC and END USER participants. Upon receipt of Termination Notice, all services hereunder of the successful PROPOSER and its employees shall cease to the extent specified in the notice of termination. In the event of termination in whole, the successful PROPOSER shall prepare a final invoice within 30 days of such termination reflecting the services actually performed for a participating local government ("END USER") pursuant to the Contract and to the satisfaction of H-GAC's Executive Director or his designee whose name has not appeared on any prior invoice. Participating END USERS agree to pay the successful PROPOSER, in accordance with the terms of the Contract, for services actually performed and accruing to the benefit of END USER less compensation previously paid.

2. Default

If the successful PROPOSER fails to perform in accordance with the terms and conditions set forth in the Contract documents, H-GAC may consider the successful PROPOSER to be in default. In this event, H-GAC may serve written notice upon the successful PROPOSER of its intention to terminate the Contract or portion thereof. Such notice shall contain the reasons for such intention to terminate and the successful PROPOSER shall have thirty (30) days after receipt to cure or provide a satisfactory plan of action to cure said default. If the successful PROPOSER fails to cure or provide a satisfactory plan to cure, H-GAC may issue a Termination Notice.

- 3.9.12 CONTRACTOR must promptly report to H-GAC any conditions, transactions, situation, or circumstances encountered by the CONTRACTOR which would impede or impair the proper and timely performance of the contract.
- 3.9.13 H-GAC has sole discretion and reserves the right to cancel this RFP or to reject any

or all proposals received prior to contract award.

- 3.9.14 H-GAC reserves the right to waive any formalities concerning this RFP, or to reject any or all proposals or any part thereof.
- 3.9.15 H-GAC reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. H-GAC reserves the right to reject specific elements contained in all proposals and to complete the evaluation process based only on the remaining items.
- 3.9.16 After contract execution, the PROPOSER is the prime and responsible party for contracting and communicating the work to be performed to SUB-CONTRACTORS and for channeling other information between H-GAC and/or END USERS and SUB-CONTRACTORS, if necessary.
- 3.9.17 Prime CONTRACTOR assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime CONTRACTOR or is subcontracted to another organization.
- 3.9.18 If SUB-CONTRACTOR involvement is required in the use of license, patent, or proprietary process, the Prime CONTRACTOR is responsible for obtaining written authorization from the SUB-CONTRACTOR to use the process or providing another process comparable to that which is required and which is acceptable to H-GAC, all at no additional cost or liability to H-GAC and/or END USER.
- 3.9.19 All disposal sites and treatment methods used by the CONTRACTOR shall be approved by END USER. Any changes in disposal site or treatment method without obtaining prior approval of END USER shall constitute a material breach of this contract. In all instances, the CONTRACTOR must adhere to EPA treatment standards for treatment and disposal of wastes.
- 3.9.20 The PROPOSER represents and warrants by the submission of a proposal, for itself and its respective employees, officers, board members and agents, that its participation in this RFP process and, if selected, its engagement by H-GAC to perform planning services would not result in either a personal conflict of interest or an organizational conflict of interest.
- 3.9.21 H-GAC and/or END USER reserves the right to conduct audits and/or inspections of any transportation, storage or disposal facilities used by the CONTRACTOR.

3.10 CONTRACTOR Warranties

- 3.10.1 The successful PROPOSER (CONTRACTOR) will warrant that it has sufficient and requisite experience, personnel, education, licenses and permits, equipment, and knowledge to safely and lawfully collect, transport, and dispose of all disaster debris that may be collected for disposal by END USER jurisdictions.
- 3.10.2 CONTRACTOR must warrant that it understands the currently known hazards which are present to persons, property, and the environment in the transportation, storage, and treatment/disposal of the wastes received at all events.
- 3.10.3 CONTRACTOR must warrant that the CONTRACTOR owned or approved storage treatment/disposal facilities are licensed and permitted as necessary. In the event that the storage/treatment facility loses its permitted status hereafter, during the term of the Agreement, the CONTRACTOR will promptly notify H-GAC of such loss.

3.10.4 The CONTRACTOR will ensure that all vehicles transporting disaster debris (SUB-CONTRACTORS included) are properly registered, and that disaster debris drivers have all required State and Federal licenses.

3.10.5 CONTRACTOR must obtain all required Local, State, and Federal permits for the responsibilities of the CONTRACTOR. CONTRACTOR must obtain all necessary permits and qualify to transport waste according to DOT exemptions. CONTRACTOR must qualify to transport waste streams packaged in non-DOT specification packaging under DOT exemptions.

3.11 Preaudit

Any contract resulting from this RFP process may be pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by a END USER contract or purchase order issued which is incorporated as if fully set out.

3.12 Records Retention and Review

The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to H-GAC for a period of seven (7) years following receipt of final payment for the services referenced herein. Final payment may be payment of any retention for the services.

3.13 Written Notice to Proceed

The END USER shall issue an official written Notice to Proceed for the services referenced in this contract. The notice shall be sent via electronic mail or facsimile followed by regular mail. Under no circumstances shall the END USER be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Notice to Proceed.

3.14 Agreements with END USERS

The END USER will enter into an Agreement with the CONTRACTOR through this Contract as described in CONTRACTOR'S proposal response. Termination of this Contract for any reason shall not result in the termination of the underlying END USER Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new END USER Agreement with the END USERS pursuant to this Contract.

3.15 Resolution of Protested Solicitations and Awards

Any PROPOSER who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement, up to 10 working days after first action by H-GAC Board of Directors to authorized negotiation with top-ranked PROPOSERS. Grievances filed more than 10 days after action by H-GAC Board of Directors will not be deemed timely and will not be considered. In order for a PROPOSER to enter the grievance process, a written complaint must be sent to the Chief Financial Officer of H-GAC by certified mail which includes the following:

1. Name, mailing address, and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.

3. A precise statement of the reasons for the protest.
4. Supporting exhibits, evidence, or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal Law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute valid grievance. Upon receipt of grievance, the Chief Financial Officer will initiate the informal resolution process.

The Procurement Officer or Departmental Director responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from the date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Services Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Director is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Chief Financial Officer immediately. The Chief Financial Officer will review all documentation. All interested parties will be given written notice of the date, time, and place of hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

The complainant may appeal the Chief Financial Officer's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The PROPOSER may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

Section 4: TERMS AND DEFINITIONS

Definitions of key terms used in this RFP are provided below.

4.1 Approved Final Disposal Site

4.1.1 A final disposal site approved in writing by the END USER.

4.2 Authorized Representative

4.2.1 END USER employees and/or contracted individuals designated by the END USER or END USER debris manager.

4.3 Cleanup Crew

4.3.1 A group of individuals or an individual employed by the CONTRACTOR to collect disaster debris.

4.4 Construction and Demolition (C&D) Debris

4.4.1 FEMA Publication 325 defines eligible C&D debris as damaged components of buildings and structures such as lumber/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, small consumer appliances, equipment, furnishings and other residential contents that are a result of a disaster. (Note: This definition of C&D debris is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents.) Current eligibility criteria include the following:

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

4.5 Debris

4.5.1 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.

4.6 Debris Management Site (DMS)

4.6.1 A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a temporary debris storage and reduction site (TDSRS) or temporary debris staging and processing facility (TDSPF).

4.7 Debris Manager

4.7.1 The END USER will designate a Debris Manager, who will provide oversight for all phases of debris removal operations.

4.8 Debris Removal

4.8.1 Picking up debris and taking it to a DMS, composting facility, recycling facility, permitted landfill, or other reuse or end-use facility.

4.9 Demolition

4.9.1 Demolition is the act or process of reducing a structure, as defined by the State of Texas or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

4.10 Description of Designated Area

4.10.1 The designated area for debris removal is bounded by END USER limits and includes all public ROWs, easements, parks, and debris staging areas within the areas of the END USER. Debris clearance and removal on roadways in municipalities within the END USER'S limits may assign debris removal responsibilities to the CONTRACTOR. The CONTRACTOR will remove debris from municipal roadways at the direction of the END USER. The END USER may also authorize the CONTRACTOR to remove debris from NON-END USER roadways or other areas as directed in writing by the END USER.

4.10.2 All debris identified by the END USER shall be removed. The CONTRACTOR shall make up to two complete passes through the END USER'S limits, removing all debris along each ROW. The END USER may or may not require the CONTRACTOR to perform a third pass. Partial removal of debris piles is strictly prohibited. The CONTRACTOR shall not move from one designated area to another designated area without prior approval from the END USER or its representative. Any eligible debris (such as fallen trees) that extends onto the ROW from private property shall be cut at the point where it enters the ROW, and the part of the debris that lies within the ROW shall be removed. The CONTRACTOR shall not enter onto private property during the performance of this contract unless specifically authorized in writing by the END USER.

4.10.3 The CONTRACTOR shall deliver debris to disposal sites that have been permitted to receive disaster debris and will adhere to all State, Local, and Federal regulations.

4.10.4 Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than six (6) inches beyond the sides of the truck bed. Any debris extending above the top of the truck bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to the disposal site.

4.10.5 All debris will be mechanically loaded. Hauling vehicles that are hand loaded or that require mechanical assistance for dumping will not be permitted to dump at DMS(s), unless approved in advance by the END USER.

4.10.6 Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on-site. Hand crews and rakes will be required.

4.10.7 The CONTRACTOR will provide an on-site Project Manager to the END USER.

The Project Manager shall provide the END USER with a telephone number at which the Project Manager can be reached throughout the project. The Project Manager will be expected to have daily meetings with END USER representatives. Daily meeting topics will include but will not be limited to volume of debris collected, completion progress, local coordination, and damage repairs. The END USER may adjust the frequency of meetings. The CONTRACTOR Project Manager must be available 24 hours-a-day, or as required by the END USER.

- 4.10.8 The END USER may provide the CONTRACTOR with potential DMS(s). The CONTRACTOR will be responsible for returning the DMS(s) to its original condition, abiding by all State and Federal environmental regulatory requirements.
- a. DMS locations to be determined within the END USER service request form.
 - b. Once DMS locations are identified, the CONTRACTOR will be provided with the address, GPS coordinates, and estimated acreage of each DMS.
 - c. Based on the severity of the disaster, the END USER may task the CONTRACTOR with locating additional sites available to be used as DMS(s).
 - d. The END USER does not warrant or guarantee the availability or use of any dump sites. The CONTRACTOR must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved in writing by the END USER. The CONTRACTOR will remain legally responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS(s) operations and remediation must comply with all Local, State, and Federal safety and environmental standards. CONTRACTOR reduction, handling, disposal, and remediation operations must be approved in writing by the END USER.
 - e. Payment for disposal costs (such as tipping fees) incurred by the CONTRACTOR at permitted disposal facilities, or other END USER-approved sites that meet Local, State, and Federal regulations for disposal, will be made at the cost incurred by the CONTRACTOR. The CONTRACTOR must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of CONTRACTOR payment to the disposal facility.
- 4.10.9 The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, and Local governments or agencies, or of any public utilities.
- 4.10.10 The END USER reserves the right to inspect the DMS(s), verify quantities, and review operations at any time.
- 4.10.11 The CONTRACTOR shall be capable of assembling, directing, and managing a workforce that can be fully operational in debris management operations in a maximum of seventy-two (72) hours, or sooner depending on the extent of the disaster. Operations must begin within twenty-four (24) hours of notification by the END USER. Depending on the category of the event, the END USER may request immediate mobilization.
- 4.10.12 Debris management activities reimbursed through federal disaster programs may occur in areas protected by the Endangered Species Act. For END USERS, any project that requires a federal permit or receives federal funding is subject to

Section 7. The CONTRACTOR and END USER will comply with the findings of the Section 7 consultation, if applicable.

4.10.13 Debris management activities reimbursed through federal disaster programs may occur in areas that are protected by the Texas Historical Commission (THC). The CONTRACTOR and END USER will coordinate with the SHPO when appropriate.

4.11 Disaster Specific Guidance (DSG)

4.11.1 DSG is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to by its numerical identification.

4.12 Eligible

4.12.1 Eligible means qualifying for and meeting the most current stipulated requirements (at the time the written Notice to Proceed is issued and executed by the END USER to the CONTRACTOR) of the FEMA Public Assistance Grant Program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325, and all current FEMA fact sheets, guidance documents, and DSGs. Eligible also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project.

4.13 Endangered Species Act

4.13.1 Section 7 of the Endangered Species Act, *16 U.S.C. § 1536(a)(2)*, requires all Federal agencies to consult with the National Marine Fisheries Service (NMFS) for marine and anadromous species, or the United States Fish and Wildlife Service (FWS) for fresh-water and wildlife, if they are proposing an action that may affect listed species or their designated habitat. "Action" is defined broadly to include funding, permitting, and other regulatory actions. (See *50 C.F.R. § 402.02*.)

4.13.2 Each Federal agency is to ensure that any action they authorize, fund, or carry out is not likely to jeopardize the continued existence of a listed species or result in the destruction or adverse modification of a designated critical habitat. This is done through consultation. If such species may be present, the Local government must conduct a biological assessment (BA) to analyze the potential effects of the project on listed species and critical habitat in order to establish and justify an effect determination (assistance and coordination may be available from the State of Texas, especially with transportation projects). The Federal agency reviews the BA and, if it concludes that the project may adversely affect a listed species or its habitat, it prepares a biological opinion. The biological opinion may recommend reasonable and prudent alternatives to the proposed action to avoid jeopardizing or adversely modifying the habitat.

4.14 FEMA Publication 325 Debris Management Guide

4.14.1 This publication is specifically dedicated to the rules, regulations, and policies associated with the debris removal 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:

- a. Eliminating immediate threats to lives, public health, and safety.
- b. Eliminating immediate threats of significant damage to improved public or private property.
- c. Ensuring the economic recovery of the affected community to the benefit of the community at large.

4.15 Grinding

4.15.1 Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

4.16 Hazardous Hanging Limbs

4.16.1 A limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- a. The limb must be greater than two (2) inches in diameter.
- b. The limb must be suspended in a tree and threatening a public use area.
- c. The limb must be located on improved public property.

4.17 Hazardous Leaning Tree

4.17.1 A tree is considered hazardous and defined as an 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 two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

- a. The tree has more than fifty (50) percent of the crown damaged or destroyed (requires written documentation from an arborist).
- b. The tree has a split trunk or broken branches that expose the heartwood.
- c. The tree has fallen or been uprooted within a public use area.
- d. The tree is leaning at an angle greater than thirty (30) degrees.

4.18 Hazardous Stump

4.18.1 A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- a. The stump has fifty (50) percent or more of the root ball exposed.
- b. The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- c. The stump is located on a public ROW.
- d. The stump poses an immediate threat to public health and safety.

4.19 Historic Preservation

4.19.1 In certain instances, debris operations may occur in designated areas (for example,

DMS locations or private property) that are subject to historical preservation rules and regulations.

4.20 Household Hazardous Waste (HHW)

4.20.1 The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive, or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- a. HHW must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
- b. HHW removal must be the legal responsibility of the applicant.
- c. HHW must be a result of a major disaster.

4.20.2 The collection of commercial disaster-related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected by the CONTRACTOR with written authorization by the END USER. Hazardous waste must be disposed of in accordance with all rules and regulations of Local, State, and Federal regulatory agencies.

4.21 Monitor

4.21.1 Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the END USER'S expectations and contractual requirements, and complying with all applicable Federal, State, and Local regulations. May also be referred to as a field inspector.

4.22 Personal Protective Equipment (PPE)

4.22.1 Equipment worn to minimize exposure to a variety of hazards.

4.23 Recycling

4.23.1 The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

4.24 Refrigerant

4.24.1 Ozone-depleting compound that must be removed from white goods or other refrigerant-containing items prior to recycling or disposal.

4.25 Right-of-Entry (ROE)

4.25.1 As used by FEMA, the document by which a property owner confers to the END USER or its CONTRACTOR or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

4.26 Right-of-Way (ROW)

4.26.1 The portions of land over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line.

4.27 Scale/Weigh Station

4.27.1 A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

4.28 Tipping Fee

4.28.1 A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped. May also be referred to as a disposal fee.

4.29 Used Electronics

4.29.1 End-of-life electronics (typically televisions, computers, and related components) that have been damaged by the disaster. May also be referred to as e-waste.

4.30 Vegetative Debris

4.30.1 Damaged and disturbed trees, tree limbs, bushes, shrubs, brush, untreated lumber, and wood products.

4.30.2 Remains of standing trees that are clearly damaged beyond salvage.

4.31 White Goods

4.31.1 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. The eligibility criteria for white goods are as follows:

- a. White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
- b. White goods removal must be the legal responsibility of the applicant.
- c. White goods must be a result of a major disaster.

Section 5: SCOPE OF WORK AND RATE SCHEDULE ITEMS

The CONTRACTOR shall have the capacity to manage a major workforce with multiple SUB-CONTRACTORS and to cover the expenses of a major recovery prior to being paid by the END USER. Established management teams must be in place. The CONTRACTOR shall have the resources to provide the equipment and personnel necessary to cover a disaster. The CONTRACTOR shall have experience in three (3) debris removal, reduction, and disposal operations in excess of one million (1,000,000) cubic yards where the CONTRACTOR was the prime CONTRACTOR.

It shall be the CONTRACTOR'S responsibility to load, transport, reduce, and properly dispose of all disaster-generated debris once the END USER issues a Notice to Proceed to the CONTRACTOR, unless otherwise directed in writing by the END USER.

Unique Pricing Schedules will be solicited by H-GAC on the END USER'S behalf during the second phase of the procurement process as described in the Introduction section of this RFP. Examples of pricing schedules are included in Appendix A.

Payment for disposal costs (such as tipping fees) incurred by the CONTRACTOR at an END USER-approved final disposal site that meet Local, State, and Federal regulations for disposal will be reimbursed by the END USER as a pass-through cost. Prior to reimbursement by the END USER, the CONTRACTOR must furnish an invoice in hard copy and electronic formats, all scale or load tickets issued by the disposal facility, and proof of CONTRACTOR payment to the disposal facility.

The Scope of Work under this contract includes the following elements:

5.1 Emergency Road Clearance

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from END USER roadways and waterways to make them passable immediately following a declared disaster. All roadways designated by the END USER shall be clear and passable within seventy (70) working hours of the issuance of a Notice to Proceed from the END USER to conduct emergency roadway clearance work. The END USER may choose to extend the CONTRACTOR'S seventy (70)-hour limit through a written request. This may include roadways in municipalities within the END USER. Roadways will be cleared as directed by the END USER. The CONTRACTOR shall assist the END USER and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (that is, certification), starting and ending times, and zones/areas cleared. Services performed under this Contract element will be compensated using a mutually agreed upon Hourly Labor and Equipment Price Schedule.

5.2 Right-of-Way (ROW) Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris from the END USER ROW to an END USER-approved DMS or approved final disposal site in accordance with all Federal, State, and Local regulations.

5.2.1 Vegetative debris in the END USER ROW is defined as debris, resulting from a hurricane or other natural or human-caused disaster, that has been or will be placed along public ROWs, easements, END USER parks, alleys, END USER debris

staging areas, and other areas as designated by the END USER.

- 5.2.2 For the purposes of this contract, eligible vegetative debris that is piled in immediate proximity to the actual legal street ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the ROW, and is to be removed.
- 5.2.3 The CONTRACTOR will remove vegetative debris as directed by the END USER.
- 5.2.4 All eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the END USER or its authorized representative.
- 5.2.5 The CONTRACTOR must provide traffic control as conditions require or as directed by the END USER.
- 5.2.6 Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed by the END USER or its authorized representative. The END USER will provide specific right-of-entry (ROE) legal and operational procedures.

5.3 ROW Construction and Demolition (C&D) Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible C&D debris from the END USER ROW to an END USER-approved final disposal site in accordance with all Federal, State, and Local regulations.

- 5.3.1 C&D debris in the END USER ROW is defined as disaster generated debris that has been or will be placed along public ROW, easements, END USER parks, alleys, and END USER debris staging areas.
- 5.3.2 For the purposes of this contract, eligible C&D debris that is piled in immediate proximity to the ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the ROW, and is to be removed.
- 5.3.3 The CONTRACTOR will remove C&D debris from the ROW as directed by the END USER.
- 5.3.4 Once the debris removal vehicle has been issued a load ticket from the END USER'S authorized representative, the debris removal vehicle will proceed immediately to an END USER-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- 5.3.5 All eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the END USER or its authorized representative.
- 5.3.6 The CONTRACTOR must provide traffic control as conditions require or as directed by the END USER.
- 5.3.7 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed by the END USER or its authorized representative. The END USER will provide specific ROE legal and operational procedures.
- 5.3.8 C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The END USER or authorized representative will

obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

5.4 Demolition, Removal, Transport, and Disposal of Non-RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible non-regulated asbestos-containing material (non-RACM) structures on private property within the jurisdictional limits of the END USER. Under this service, work will include asbestos-containing material (ACM) testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of non-RACM structures, as well as scattered C&D debris on private property, will be transported to an END USER-approved final disposal site in accordance with all Federal, State, and Local regulations.

- 5.4.1 Removal and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the END USER.
- 5.4.2 Entry onto private property will only be permitted when directed by the END USER. The END USER will provide specific ROE legal and operational procedures.
- 5.4.3 The CONTRACTOR is required to strictly adhere to all Local, State, and Federal regulations (such as obtaining demolition permits) for the demolition, handling, and transportation of non-RACM structures.
- 5.4.4 Decommissioning consists of the removal and disposal of all household hazardous waste (HHW), used electronics, white goods, and scrap tires from a non-RACM structure at a properly sanctioned facility in accordance with all applicable Federal, State, and Local regulations.
- 5.4.5 Any structurally unsound and unsafe structures will be identified and presented to the END USER for direction regarding decommissioning.
- 5.4.6 Removal and transportation of eligible non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the END USER'S authorized representative.
- 5.4.7 Once the debris removal vehicle has been issued a load ticket from the END USER'S authorized representative, the debris removal vehicle will proceed immediately to an END USER-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- 5.4.8 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the END USER or its authorized representative. The END USER will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

5.5 Demolition, Removal, Transport, and Disposal of RACM Structures

Under this 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 private property within the jurisdictional limits of the END USER. 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 debris on private property, will be transported to an END USER-approved final disposal site in accordance with all Federal, State, and Local regulations.

- 5.5.1 The CONTRACTOR 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.
- 5.5.2 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.
- 5.5.3 Any structurally unsound and unsafe structures will be identified and presented to the END USER for direction regarding decommissioning.
- 5.5.4 Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the END USER'S authorized representative.
- 5.5.5 Once the debris removal vehicle has been issued a load ticket from the END USER'S authorized representative, the debris removal vehicle will proceed immediately to an END USER-approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- 5.5.6 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the END USER or its authorized representative. The END USER will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

5.6 DMS Management and Operations

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging, and reduction of disaster debris. Reduction methods must be approved by the END USER prior to commencement of reduction activities. DMS layouts and ingress and egress plans must be approved by the END USER.

- 5.6.1 Managing DMS location includes helping to obtain necessary Local, State, and Federal permits or approval and operating in accordance with all rules and regulations of Local, State, and Federal regulatory agencies, which may include but are not limited to the U.S. Environmental Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ), Texas Historical Commission (THC), or other State agencies. The CONTRACTOR shall also be responsible for all costs associated with third-party groundwater and soil testing.
- 5.6.2 Debris at the DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.), and END USER as outlined in Section 4.10 Description of Designated Area.
- 5.6.3 If the alternate tonnage price schedule of this RFP is used, the CONTRACTOR shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of receiving the Notice to Proceed or written notice that the END USER intends to use the alternate tonnage

price schedule of this RFP. The CONTRACTOR shall provide a sufficient number of scales meeting the END USER'S specifications to provide for the efficient delivery of waste streams without excessive wait times. The END USER shall decide what constitutes an excessive wait time. To the extent that the END USER determines that additional scales are required, certified scales must be operational within five (5) business days of the END USER'S written request.

- 5.6.4 The CONTRACTOR is responsible for maintaining the DMS(s) approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
- 5.6.5 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) traffic control (for example, traffic cones and staff with traffic flags).
- 5.6.6 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control (for example, an operational water truck, silt fencing, and other best management practices).
- 5.6.7 The CONTRACTOR is responsible for providing twenty-four (24)-hour security at DMS(s).
- 5.6.8 The CONTRACTOR will only permit CONTRACTOR vehicles and others specifically authorized by the END USER or its authorized representative on DMS locations.
- 5.6.9 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) utilities (for example, water, lighting, and portable toilets).
- 5.6.10 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) fire protection (for example, an operational water truck [sufficient and equipped for fire protection], fire breaks, and a site foreman).
- 5.6.11 The CONTRACTOR is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation is reflected in this scope of work. The END USER will be responsible for disposing of HHW/contaminant material segregated and stored in lined containers at the DMS(s)
- 5.6.12 The CONTRACTOR shall provide tower(s) from which the END USER or its authorized representative can make volumetric load calls. The tower provided by the CONTRACTOR will meet required minimum specifications.
- 5.6.13 The CONTRACTOR is responsible for operating the DMS(s) in accordance with Occupational Health and Safety Administration (OSHA), EPA, and TCEQ guidelines.
- 5.6.14 Upon completion of haul-out activities, the CONTRACTOR shall restore the site to its original condition prior to site use at their own expense, abide by all Local, State, and Federal environmental regulatory requirements, and obtain a written release from the END USER or its authorized representative. Site remediation will include but is not limited to returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the END

USER'S direction for DMS(s) operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; and new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all State and Federal environmental regulatory requirements and is subject to final approval by the END USER and TCEQ.

5.7 DMS Management and Reduction by Grinding

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by grinding. Reduction methods are at the discretion of the END USER. Grinding must be approved by the END USER prior to commencement of reduction activities.

- 5.7.1 All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).
- 5.7.2 The CONTRACTOR must obtain the END USER'S approval to reduce C&D debris. If approved for reduction by the END USER, C&D debris must be reduced via grinding in order for the END USER to compensate the CONTRACTOR for reduction. Incineration or mauling of C&D are not acceptable methods of C&D reduction.

5.8 DMS Management and Reduction by Incineration

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by incineration. Reduction methods (controlled open-air incineration and air curtain burning) are at the discretion of the END USER. Incineration must be approved by the END USER prior to commencement of reduction activities.

- 5.8.1 All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).

5.9 Haul-Out of Reduced Debris to Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and associated costs necessary to load and transport reduced eligible material (such as ash, compacted C&D, or mulch) from an END USER-approved DMS(s) to an END USER-approved final disposal site in accordance with all Local, State, and Federal regulations.

- 5.9.1 All un-reduced disaster debris must be transported to a final disposal site separately from reduced debris.
- 5.9.2 The CONTRACTOR shall provide the name and address of each disposal site to be used along with the name and the telephone number of a responsible party for each site, prior to commencing the work.
- 5.9.3 The CONTRACTOR shall not use any disposal site without the written consent of the END USER. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the END USER prior to issuing any such authorization.
- 5.9.4 The CONTRACTOR shall initiate and manage the execution of a written three-

party agreement between the disposal site owner/operator, the CONTRACTOR, and the END USER for permission to post an END USER inspector at the site for verification of each load disposed.

- 5.9.5 The CONTRACTOR shall provide a sufficient number of debris site towers and/or certified scales meeting END USER specifications to provide for the efficient delivery of waste streams without excessive wait times. The END USER shall decide what constitutes an excessive wait time. To the extent that the END USER determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the END USER'S request and certified scales must be operational within five (5) business days of the END USER'S request.
- 5.9.6 At the completion of disposal operations, each disposal site will issue a written summary of the quantity, type, and origin of waste delivered.
- 5.9.7 The CONTRACTOR shall not receive any payment from the END USER for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a final disposal site that was not approved by the END USER.

5.10 Removal of Hazardous Leaning Trees and Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, control costs, and other associated costs necessary to remove all eligible hazardous leaning trees six (6) inches or greater in diameter, measured four (4) feet from the base of the tree or chest height, and eligible hazardous hanging limbs two (2) inches or greater in diameter in the END USER ROW. Further, debris generated from the removal of eligible hazardous leaning trees and eligible hazardous hanging limbs two (2) inches or greater in the END USER ROW will be placed in the safest possible location on the END USER ROW and subsequently removed in accordance with Section 5.2 of this RFP. Eligible hazardous leaning trees less than six (6) inches in diameter, measured four (4) feet from the base of the tree or at chest height, will be flush cut, loaded, and removed in accordance with Section 5.2 of this RFP. The END USER will not compensate the CONTRACTOR for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the END USER ROW, then the CONTRACTOR must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

- 5.10.1 Eligible hazardous leaning trees will be identified by the END USER or its authorized representative for removal. Removal and transportation of hazardous leaning trees six (6) inches or greater in diameter on the END USER ROW or private property will be performed as identified by the END USER or authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of hazardous leaning trees will be communicated to the CONTRACTOR in writing by the END USER or authorized representative. For hazardous leaning trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 - a. The tree has more than fifty (50) percent of the crown damaged or destroyed (requires written documentation from an arborist).
 - b. The tree has a split trunk or broken branches that expose the heartwood.

- c. The tree has fallen or been uprooted within a public use area.
 - d. The tree is leaning at an angle greater than thirty (30) degrees.
- 5.10.2 Eligible hazardous hanging limbs will be identified by the END USER or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter on the END USER ROW or private property will be performed as identified by the END USER'S authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of limbs will be communicated to the CONTRACTOR in writing by the END USER'S authorized representative. For hazardous hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:
- a. The limb is greater than two (2) inches in diameter.
 - b. The limb is still hanging in a tree and threatening a public use area.
 - c. The limb is located on improved public property.

5.11 Removal of Hazardous Stumps

- 5.11.1 Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree, in the END USER ROW. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of eligible hazardous uprooted stumps in the END USER ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with Section 5.2 of this RFP. Stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal vegetative debris and will be removed in accordance with Section 5.2 of this RFP. The END USER will not compensate the CONTRACTOR for removing hazardous stumps less than twenty-four (24) inches in diameter on a unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA Stump Conversion Table (see Attachment 1) and will be removed under the terms and conditions of Section 5.2 of this RFP.
- 5.11.2 Eligible hazardous stumps will be identified by the END USER for removal. Removal and transportation of hazardous uprooted stumps in the END USER ROW and private property will be performed as identified by the END USER. All disaster-specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the CONTRACTOR in writing by the END USER. For hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirements:
- a. Over fifty (50) percent of the tree crown is damaged or broken and heartwood is exposed.
 - b. Fifty (50) percent or more of the root ball is exposed.
 - c. The stump is on END USER ROW and poses an immediate threat to public health, safety, or welfare.

- 5.11.3 Stumps that are not attached to the ground will be considered normal vegetative debris and will be subject to removal under the terms and conditions of Section 5.2. Stumps with less than fifty (50) percent of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (that is, tree trunk) will be removed under the terms and conditions of Section 5.2. The cubic yard volume of the unattached stump will be based on the diameter conversion using the published FEMA Stump Conversion Table (see Attachment 1).
- 5.11.4 The END USER or its representative will measure and certify all stumps before removal.
- 5.11.5 Stumps shall only be collected after the END USER and the CONTRACTOR document and perform the following:
- a. Location – Determine that the uprooted stump is located on improved public property or a public ROW. Record and document the location using photography, map depiction, and specific descriptive notations.
 - b. Size – Measure and record the diameter of the stump to be removed at the appropriate location.
 - c. Marking – Eligible stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
 - d. Stump Worksheet – Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump to capture the following information: 1) names and signatures of parties present; 2) physical location (street address, road cross streets, etc.); 3) stump number; 4) size of the stump; and 5) date of stump removal.
- 5.11.6 The unit stump price shall include but not be limited to stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction.

5.12 ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a END USER-approved DMS, decontamination, and transportation to the END USER'S approved final disposal site.

- 5.12.1 White goods containing refrigerants must first have such refrigerants removed by the CONTRACTOR'S qualified technicians prior to mechanical loading. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.
- 5.12.2 The removal, transportation, and disposal of white goods includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.
- 5.12.3 There are no disposal fees for residential white goods.

5.13 Used Electronics

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and proper disposal of eligible used electronics from the ROW to the END USER-approved final disposal site. Eligible used electronics includes but is not limited to disaster-damaged televisions, computers, computer monitors, and microwaves in areas identified and approved by the END USER. The CONTRACTOR shall recycle or dispose of all eligible used electronics in accordance with all Local, State, and Federal regulations.

5.14 Household Hazardous Waste Removal, Transport, and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of HHW.

5.14.1 The removal, transportation, and disposal of HHW includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulations.

5.14.2 The collection methods shall include collection vehicles supplied by the CONTRACTOR which shall be capable of transporting HHW materials from the curb to the approved final disposal sites. All hazardous waste collection personnel shall wear Level D personal protective equipment (PPE) and carry a means of communication (for example, cell phone or radio) for safety and operational purpose. CONTRACTOR personnel shall observe all applicable safety requirements for the handling of HHW in accordance with applicable regulations. All HHW shall be examined prior to collection to ensure it is free of other more serious contaminants, including PCBs. Such serious and non-qualifying non-HHW waste shall be noted and scheduled for separate recovery by the END USER or CONTRACTOR as directed by the END USER. Debris identified as HHW shall be collected and placed in poly bags for temporary storage during transport to the approved final disposal site.

5.14.3 HHW from DMS

5.15 Abandoned Vessel and Vehicle Removal

Under this contract, work shall consist of the all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal and haul-out of eligible vessels and vehicles in areas identified and approved by the END USER. The removed eligible vehicles will be hauled to an END USER-approved staging area and subsequently disposed of by the appropriate regulatory agency.

5.15.1 The removal, transportation, and disposal required for abandoned vessel and vehicle removal includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulations.

5.16 Animal Carcass Removal and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses in areas identified and approved by the END USER to an approved final disposal site. The carcasses will be hauled to an END USER-approved staging area and subsequently disposed of by the appropriate regulatory agency.

5.16.1 The CONTRACTOR will coordinate activities with the appropriate Local animal

control agency.

5.16.2 The removal, transportation, and disposal of Animal Carcasses includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulations.

5.17 Other Debris Removal Work

Neither the CONTRACTOR nor any SUB-CONTRACTOR shall solicit work from private citizens or others to be performed in the designated work areas during the term of this CONTRACT. The END USER reserves the right to require the CONTRACTOR to dismiss or remove from the project any workers as the END USER sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

5.18 Use of Local Resources

The CONTRACTOR will be able to use their own SUB-CONTRACTOR resources to meet the obligations of the contract. FEMA encourages using local resources. The END USER'S will establish the extent to which CONTRACTOR must use local resources. It is expected that the awarded CONTRACTOR will encourage at least thirty (30) percent of SUB-CONTRACTORS are resources located within the disaster area, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workmen at the END USER'S discretion.

5.19 Working Hours

Working hours of this CONTRACT shall only be during daylight hours, Monday through Sunday, or as otherwise directed by the END USER. No work outside these hours shall be allowed unless approved in advance by the END USER.

5.19.1 The CONTRACTOR shall conduct debris removal operations that generate noise levels above that normally associated with routine traffic flow during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the END USER and the CONTRACTOR. Unless otherwise directed, the CONTRACTOR must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four-(24)-hour, seven-(7)-day-a-week basis. No work will be performed on the following holidays without prior approval of the END USER:

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. Christmas Day

5.20 Debris Site Tower Specifications

The CONTRACTOR shall provide as many towers as designated by the END USER at each disposal site for the use of END USER representatives during their inspection of

dumping operations.

- 5.20.1 If ingress and egress of the DMS(s) is of significant distance that the END USER or its authorized representative are unable to verify the entering and exiting trucks, then the CONTRACTOR may be required to provide a second tower.
- 5.20.2 The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides, and be provided with appropriate railings and a stairway. The platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the CONTRACTOR for the construction of towers is an overhead expense considered part of the CONTRACTOR'S compensation under the terms and conditions of Section 5.
- 5.20.3 The CONTRACTOR shall provide a minimum of one (1) portable toilet at each dump site for the use of END USER authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and will be kept in a sanitary condition by the CONTRACTOR throughout dumping operations. The expense incurred by the CONTRACTOR for the operation of portable toilets is an overhead expense considered part of the CONTRACTOR'S compensation under the terms and conditions of Section 5.
- 5.20.4 Care shall be taken to place tower at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the END USER due to unsuitable conditions at the tower.

5.21 Equipment

- 5.21.1 All trucks and other equipment must comply with all applicable Local, Tribal, State, and Federal regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, and must be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- 5.21.2 Sideboards or other extensions to the bed are allowable provided they meet all applicable regulations, cover the front and both sides, and are constructed to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. To ensure compliance, equipment will be inspected by the END USER or authorized representative prior to its use by the CONTRACTOR.
- 5.21.3 Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated area during the period of this contract. Under no circumstances will the PROPOSER mix debris hauled for others with debris hauled under this contract.
- 5.21.4 Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to an approved DMS or an approved final disposal

site.

- 5.21.5 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the END USER.
- 5.21.6 Hand-loaded vehicles are prohibited unless pre-authorized in writing by the END USER following the event. All hand-loaded vehicles will receive an automatic fifty (50) percent deduction for lack of compaction.

5.22 Traffic Control

- 5.22.1 The CONTRACTOR shall mitigate the effects of their operations on local traffic to the fullest extent practical. The CONTRACTOR is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites.
- 5.22.2 The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices at all CONTRACTOR work areas to ensure the safety of vehicular and pedestrian traffic.
- 5.22.3 The CONTRACTOR shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions to protect the designated area and the safety of the public.
- 5.22.4 All work shall comply with all applicable Local, State, and Federal regulations governing personnel, equipment, and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the CONTRACTOR. No further work shall take place until the deficiency is corrected. Neither the END USER nor the END USER'S authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.
- 5.22.5 Highways, streets, or parts of the designated area closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.
- 5.22.6 All barricades, warning signs, lights, temporary signals, other protective devices, flag persons, and signaling devices shall meet the minimum requirements established in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time bids are received. Traffic control will conform to the State's most current roadway and traffic design standards and the Federal Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways. The foregoing requirements are to be considered as minimum and the CONTRACTOR'S compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and CONTRACTOR'S employees throughout the designated area.
- 5.22.7 The expenses incurred by the CONTRACTOR for traffic control shall be compensated under the terms and conditions of Section 5.

5.23 Damage to Public or Private Property

- 5.23.1 All items damaged as a result of CONTRACTOR or SUB-CONTRACTOR operations (for example, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, and turf) shall be repaired or replaced by the CONTRACTOR, at their expense, in a manner prescribed by and at the sole satisfaction of the END USER. The CONTRACTOR will be responsible for any invoices submitted to the END USER (such as by utility companies or landowners) that are determined to be the result of damage done by the CONTRACTOR. The END USER reserves the right to pay any such invoices and deduct the cost from the CONTRACTOR'S invoice. Repairs or receipt of repairs shall be completed and submitted to the END USER prior to submission of the CONTRACTOR'S invoice for work accomplished. If the CONTRACTOR fails to repair any damaged property, the END USER may have the work performed and charge the CONTRACTOR.
- 5.23.2 The CONTRACTOR shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means necessary.
- 5.23.3 The CONTRACTOR'S failure to restore damage to public or private property to the satisfaction of the END USER will result in the END USER withholding retainage money in an amount sufficient to make necessary repairs.

5.24 Existing Utilities

- 5.24.1 Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be CONTRACTOR'S responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. The CONTRACTOR shall pay all such costs to the utility company for any adjustments.
- 5.24.2 The CONTRACTOR shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately owned water and sewer facilities shall be made by the CONTRACTOR.

5.25 Environmental Protection

- 5.25.1 All chemicals of whatever nature used during project construction or furnished for project operations must be state and federally certified. Their use and disposal of all residues shall strictly comply with instructions.
- 5.25.2 The CONTRACTOR shall, at their own expense, ensure that noise and dust pollution is minimized to comply with all Local and State regulations and the approval of the END USER. The CONTRACTOR shall comply in a timely manner with all directions of the END USER regarding the use of a water truck or other approved dust abatement measures.
- 5.25.3 The CONTRACTOR shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

5.26 Documentation and Measurement

- 5.26.1 Prior to beginning any work, the END USER or its authorized representative shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the END USER or its authorized representative prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an END USER authorized representative each time it returns to work from other contracts or communities.
- 5.26.2 The CONTRACTOR is responsible for ensuring that all SUB-CONTRACTORS maintain valid driver's licenses and equipment legally fit for travel on the road.
- 5.26.3 The CONTRACTOR shall designate one Project Manager. The Project Manager shall provide the END USER with a telephone number at which the Project Manager can be reached throughout the project.
- 5.26.4 Load tickets will be provided by the END USER or its authorized representative for recording volumes of debris removal.
- a. Each load ticket shall consist of one original and four carbon-copy duplicates.
 - b. Load tickets will be issued by an END USER authorized representative at the loading site. The END USER will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dump site, the vehicle operator will give the four copies to the END USER authorized representative at the dump site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the END USER authorized representative present at the dump site. The END USER authorized representative will validate, enter the estimated debris quantity, and sign the load tickets. The END USER will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the CONTRACTOR'S records.
 - c. The CONTRACTOR shall give written notice of the location for work scheduled twenty-four (24) hours in advance to the END USER.

5.27 Ownership of Debris

All debris residing in the END USER ROW and END USER provided DMS(s) shall be the property of the END USER until final disposal at a properly permitted disposal site. The CONTRACTOR shall be responsible removing debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the ROW as the result of road clearing, the END USER will direct residents to place debris in segregated piles along the ROW, separated as to the waste category. There may be a need to perform some curbside separation of the different waste materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the END USER. Any items requiring disposal at special sites shall be required to be monitored for the collection, complete haul, and delivery at the approved special site with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

- 5.27.1 All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of this contract unless

specifically directed by the END USER. Collection of municipal solid waste (MSW) is outside the scope of this contract. All debris handled by the CONTRACTOR shall become the property of the CONTRACTOR upon collection.

5.27.2 It is recognized that C&D debris might contain small amounts of asbestos, lead-based paints, treated wood, or similar materials. The Texas Commission on Environmental Quality (TCEQ) may issue orders for the classification and disposition of all disaster debris. Based on the mandates of TCEQ and other applicable State and Federal reimbursement agencies, the character and disposal of waste streams will be determined. The CONTRACTOR and END USER will establish a final disposal plan based on these mandates.

5.28 END USER Responsibilities

END USER responsibilities will vary with each END USER depending on END USER needs and resources. The END USER, at a minimum, will be responsible for the following:

- a. Coordinating collection activities with the CONTRACTOR
- b. Completing the END USER service request form
- c. Identifying suitable DMS activities
- d. Promoting debris management activities
- e. Providing educational materials
- f. Submitting post-collection DMS(s) data reports to TCEQ
- g. Recruiting and coordinating volunteers
- h. Coordinating with local police, fire, emergency medical services (EMS), and other appropriate agencies
- i. Providing emergency contact information
- j. Executing the contract with selected CONTRACTOR(S)
- k. Issuing a written Notice to Proceed at the appropriate time

Section 6: EVALUATION AND SELECTION PROCESS

1. Proposals will be evaluated by H-GAC using the following criteria:
 - a. **Proposal Requirements and Completeness of Proposal** **10 points**
 - b. **References, Experience, Reputation, and Compliance** **25 points**
 - Experience and reputation in managing debris removal and disposal projects within State and Federal regulations and guidelines
 - Personnel experience and training
 - Financial stability
 - c. **Debris Management Services** **40 points**
 - Degree of H-GAC and END USER liability in proposed debris management methods
 - Breadth of service and number of END USER contracts the CONTRACTOR can handle
 - Debris management methods and commitment to H-GAC and END USER debris management preferences
 - Availability of preferred disposal methods (for example, types of materials planned for reuse and recycling)
 - Ability to ensure debris is collected, sorted, transported safely, and reduced appropriately
 - Ability to serve a wide range of project types (for example, permanent facility, one-day event, and mobile collection unit) and community types (for example, rural, urban, and suburban)
 - d. **Responsiveness of Proposal** **25 points**
 - Demonstrated understanding of H-GAC and END USER needs
 - Demonstrated understanding of requirements of the RFP and Contract
 - Quality of proposal and impressions of response as it relates to project
 - Additional services, ideas, or products that will benefit H-GAC and END USERS
2. There will be a maximum score of 100 points. PROPOSERS who score 75 points or higher will be eligible to receive an award. To meet the needs of H-GAC and END USERS, more than one PROPOSER may be recommended for award.
3. An evaluation team will review all proposals received to determine the extent to which they comply with the requirements herein. The evaluation team may include representatives from local governments, H-GAC, or others with relevant expertise.
4. If a proposal fails to meet a material RFP requirement, the proposal may be rejected. A deviation is material to the extent that the PROPSAL is not in substantial accord with the solicitation. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.
5. Proposals containing false or misleading statements may be rejected if in H-GAC's opinion the information was intended to mislead regarding a requirement of the RFP.

6. During the evaluation process, H-GAC may require a PROPOSER'S representative to answer questions regarding the proposal. Failure of the PROPOSER'S to demonstrate that the claims made in its proposal are true may be sufficient cause for deeming a proposal non-responsive.

Attachment 1 – FEMA Stump Conversion Table

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

| Stump Diameter (Inches) | Debris Volume (Cubic Yards) | Stump Diameter (Inches) | Debris Volume (Cubic Yards) |
|----------------------------|--------------------------------|----------------------------|--------------------------------|
| 6 | 0.3 | 46 | 15.2 |
| 7 | 0.4 | 47 | 15.8 |
| 8 | 0.5 | 48 | 16.5 |
| 9 | 0.6 | 49 | 17.2 |
| 10 | 0.7 | 50 | 17.9 |
| 11 | 0.9 | 51 | 18.6 |
| 12 | 1 | 52 | 19.4 |
| 13 | 1.2 | 53 | 20.1 |
| 14 | 1.4 | 54 | 20.9 |
| 15 | 1.6 | 55 | 21.7 |
| 16 | 1.8 | 56 | 22.5 |
| 17 | 2.1 | 57 | 23.3 |
| 18 | 2.3 | 58 | 24.1 |
| 19 | 2.6 | 59 | 24.9 |
| 20 | 2.9 | 60 | 25.8 |
| 21 | 3.2 | 61 | 26.7 |
| 22 | 3.5 | 62 | 27.6 |
| 23 | 3.8 | 63 | 28.4 |
| 24 | 4.1 | 64 | 29.4 |
| 25 | 4.5 | 65 | 30.3 |
| 26 | 4.8 | 66 | 31.2 |
| 27 | 5.2 | 67 | 32.2 |
| 28 | 5.6 | 68 | 33.1 |
| 29 | 6 | 69 | 34.1 |
| 30 | 6.5 | 70 | 35.1 |
| 31 | 6.9 | 71 | 36.1 |
| 32 | 7.3 | 72 | 37.2 |
| 33 | 7.8 | 73 | 38.2 |
| 34 | 8.3 | 74 | 39.2 |
| 35 | 8.8 | 75 | 40.3 |
| 36 | 9.3 | 76 | 41.4 |
| 37 | 9.8 | 77 | 42.5 |
| 38 | 10.3 | 78 | 43.6 |
| 39 | 10.9 | 79 | 44.7 |
| 40 | 11.5 | 80 | 45.9 |
| 41 | 12 | 81 | 47 |
| 42 | 12.6 | 82 | 48.2 |
| 43 | 13.3 | 83 | 49.4 |
| 44 | 13.9 | 84 | 50.6 |
| 45 | 14.5 | | |

EXHIBIT "C"
CONTRACTOR PRICING WORKSHEET



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: David A. McIntyre, Owner & President via Email: dawn.brown@ceresenv.com
Ceres Environmental Services, Inc.

From: Yvette Salinas, Buyer III
For: Martha L. Salazar, CPPB
Hidalgo County Purchasing Dept.

Date: July 28, 2015

Re: Negotiation for -"Disaster Debris Clearance and Removal Services" (via H-GACBuy Request for Proposals (Proposal CE-2012-10-001))

Pursuant to action taken by Hidalgo County Commissioner's Court, please be advised that your organization has been selected (ranked) to enter into negotiations with County of Hidalgo for the above-referenced project as the second top ranked.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the services for the mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 10:00 am on Friday, July 31, 2015.

Best and final offer of the proposed contract at a discount rate of

DAP % 0.2 from prices submitted.

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email to yvette.salinas@co.hidalgo.tx.us .

Signed: *David A. Preus*

Title: Senior Vice President

Printed Name: David A. Preus

End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE

| | To be Completed By Vendor ▼ | To be Completed By End User ▼ | |
|---|-----------------------------|-------------------------------|-----------------|
| 2 ROW Vegetative Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of eligible vegetative debris on the ROW to an approved DMS or other designated disposal facility. | \$ Per Cubic Yard | Estimated CY | Total |
| | 7.44 | 10,155,000 | \$75,553,200.00 |
| 3 ROW C&D Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of eligible C&D debris on the ROW to an approved disposal facility. | \$ Per Cubic Yard | Estimated CY | Total |
| | 7.44 | 3,385,000 | \$25,184,400.00 |
| 4 Demolition, Removal, Transport, and Demolition of Eligible Non-RACM Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dispose of eligible non-RACM structures on private property. | \$ Per Cubic Yard | Estimated CY | Total |
| | 15.88 | 100 | \$1,588.00 |
| 5 Demolition, Removal, Transport, and Demolition of Eligible RACM Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dispose of eligible RACM structures on private property. | \$ Per Cubic Yard | Estimated CY | Total |
| | 22.88 | 100 | \$2,288.00 |
| 6 DMS Management and Operations Work consists of all labor, equipment, fuel, and associated costs necessary for the management and operation of DMS for acceptance, management, segregation, and staging of disaster related debris. | \$ Per Cubic Yard | Estimated CY | Total |
| | 1.50 | 13,540,000 | \$20,310,000.00 |
| 7 Reduction of Debris Through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding. | \$ Per Cubic Yard | Estimated CY | Total |
| | 2.42 | 10,155,000 | \$24,575,100.00 |
| 8 Reduction of Debris Through Air Curtain Incineration Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration. | \$ Per Cubic Yard | Estimated CY | Total |
| | 1.20 | 3,385,000 | \$4,062,000.00 |
| 9 Haul-out of Reduced Debris to Final Disposal Site Work consists of all labor, equipment, fuel, and associated costs necessary for loading and transporting reduced debris at an approved DMS to a final disposal facility. | \$ Per Cubic Yard | Estimated CY | Total |
| | 4.18 | 2,640,300 | \$11,036,454.00 |

Notes:
[Enter notes as applicable or Erase]

End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (Continued)

| | | To be Completed By Vendor ▼ | To be Completed By End User ▼ | |
|---|--|--------------------------------|----------------------------------|----------------|
| 10 | Removal of Eligible Hazardous Leaning Trees and Hanging Limbs | \$ Per Tree | Estimated Trees | Total |
| Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible hazardous leaning or hanging limbs and placement of them on the ROW for haul-off. | | | | |
| | 6 inch to 12 inch diameter | 95.00 | 752 | \$71,440.00 |
| | 13 inch to 24 inch diameter | 140.00 | 1,344 | \$188,160.00 |
| | 25 inch to 36 inch diameter | 180.00 | 668 | \$120,240.00 |
| | 37 inch to 48 inch diameter | 210.00 | 96 | \$20,160.00 |
| | 49 inch and larger diameter | 210.00 | 16 | \$3,360.00 |
| | Hanger Removal (2" or greater at the break and price per Tree) | 78.00 | 108,936 | \$8,497,008.00 |
| 11 | Removal of Eligible Hazardous Stumps | \$ Per Stump | Estimated Stumps | Total |
| Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible hazardous stumps and transportation to an approved DMS or other designated disposal facility. | | | | |
| | 24.1 inch to 36 inch diameter | 200.00 | 334 | \$66,800.00 |
| | 37 inch to 48 inch diameter | 300.00 | 48 | \$14,400.00 |
| | 49 inch and larger diameter | 400.00 | 8 | \$3,200.00 |
| 12 | Removal of Eligible White Goods | \$ Per Unit | Estimated Units | Total |
| Work consists of all labor, equipment, fuel, and associated costs necessary for the collection of eligible white goods, removal of refrigerants, transportation to an approved DMS, decontamination, and transportation to an approved final disposal facility. | | | | |
| | | 63.00 | 100 | \$6,300.00 |
| 13 | Removal of Eligible Used Electronics | \$ Per Unit | Estimated Units | Total |
| Work consists of all labor, equipment, fuel, and associated costs necessary for the collection of eligible used electronics and transportation to an approved final disposal facility. | | | | |
| | | 32.00 | 50 | \$1,600.00 |
| 14 | Removal of HHW | \$ Per Pound | Estimated Units | Total |
| Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible HHW and transportation to an approved final disposal facility. | | | | |
| | | 2.98 | 100 | \$298.00 |
| 45 | Abandoned Eligible Vessel and Vehicle Removal | \$ Per Unit | Estimated Units | Total |
| Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible abandoned vessels and vehicles and transportation to an approved staging area. | | | | |
| | | | 50 | \$0.00 |
| 46 | Eligible Animal Carcass Removal and Disposal | \$ Per Unit | Estimated Units | Total |
| Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible animal carcasses and transportation to an approved final disposal facility. | | | | |
| | | | 400 | \$0.00 |

H-GAC Standard Pricing Worksheet

Date: 9/3/2015

End User: [Enter Client Name]

| | |
|---|---|
| Total Estimated Contract Price | |
| <i>Per email from HGAC, qty's do not apply.</i> | <i>Ceres Environmental Services, Inc.</i> |

Notes:
[Enter notes as applicable or Erase]

HGAC
Additional Information for Hildago County, TX

| Unit Description | Daily Rate (Note 1 & 3) | Weekly Rate (Note 1 & 3) | Monthly Rate (Note 1 & 3) | Daily Rate (Note 2 & 3) | Weekly Rate (Note 2 & 3) | Monthly Rate (Note 2 & 3) |
|-------------------------|----------------------------|-----------------------------|------------------------------|----------------------------|-----------------------------|------------------------------|
| Trash Pump 2", 5.5hp | \$ 219.79 | \$ 1,061.93 | \$ 3,322.59 | \$ 100.00 | \$ 275.00 | \$ 687.50 |
| Trash Pump 3", 8hp | \$ 261.00 | \$ 1,238.26 | \$ 3,922.80 | \$ 118.75 | \$ 306.25 | \$ 756.25 |
| Trash Pump 4", 24hp | \$ 357.71 | \$ 1,606.91 | \$ 4,997.90 | \$ 175.00 | \$ 425.00 | \$ 1,250.00 |
| Trash Pump 6", 76hp | \$ 893.72 | \$ 3,831.13 | \$ 12,591.19 | \$ 425.00 | \$ 812.50 | \$ 2,775.00 |
| Trash Pump 8", 95hp | \$ 951.19 | \$ 4,871.19 | \$ 16,457.08 | \$ 356.25 | \$ 900.00 | \$ 2,700.00 |
| Trash Pump 10", 165hp | \$ 1,334.14 | \$ 7,005.14 | \$ 23,394.93 | \$ 493.75 | \$ 1,375.00 | \$ 3,593.75 |
| Trash Pump 12", 185hp | \$ 1,618.12 | \$ 8,095.94 | \$ 26,181.23 | \$ 675.00 | \$ 1,843.75 | \$ 5,187.50 |
| Suction Hose, 2"x20" | \$ 13.36 | \$ 24.05 | \$ 24.05 | \$ 12.50 | \$ 22.50 | \$ 62.50 |
| Suction Hose, 3"x20" | \$ 21.38 | \$ 53.45 | \$ 53.45 | \$ 20.00 | \$ 50.00 | \$ 150.00 |
| Suction Hose, 4"x20" | \$ 26.72 | \$ 66.81 | \$ 66.81 | \$ 25.00 | \$ 62.50 | \$ 187.50 |
| Suction Hose, 6"x20" | \$ 32.07 | \$ 82.84 | \$ 82.84 | \$ 30.00 | \$ 77.50 | \$ 225.00 |
| Suction Hose, 8"x20" | \$ 64.14 | \$ 165.69 | \$ 165.69 | \$ 60.00 | \$ 155.00 | \$ 431.25 |
| Suction Hose, 10"x20" | \$ 82.84 | \$ 211.12 | \$ 211.12 | \$ 77.50 | \$ 197.50 | \$ 581.25 |
| Suction Hose, 12"x20" | \$ 110.90 | \$ 277.93 | \$ 277.93 | \$ 103.75 | \$ 260.00 | \$ 775.00 |
| Discharge Hose, 2"x50" | \$ 10.69 | \$ 21.38 | \$ 21.38 | \$ 10.00 | \$ 20.00 | \$ 60.00 |
| Discharge Hose, 3"x50" | \$ 13.36 | \$ 29.40 | \$ 29.40 | \$ 12.50 | \$ 27.50 | \$ 77.50 |
| Discharge Hose, 4"x50" | \$ 20.04 | \$ 53.45 | \$ 53.45 | \$ 18.75 | \$ 50.00 | \$ 147.50 |
| Discharge Hose, 6"x50" | \$ 33.41 | \$ 85.52 | \$ 85.52 | \$ 31.25 | \$ 80.00 | \$ 222.50 |
| Discharge Hose, 8"x50" | \$ 57.46 | \$ 144.31 | \$ 144.31 | \$ 53.75 | \$ 135.00 | \$ 397.50 |
| Discharge Hose, 10"x50" | \$ 77.50 | \$ 187.07 | \$ 187.07 | \$ 72.50 | \$ 175.00 | \$ 557.50 |
| Discharge Hose, 12"x50" | \$ 100.22 | \$ 247.20 | \$ 247.20 | \$ 93.75 | \$ 231.25 | \$ 687.50 |

- Notes:
1. Orange highlighted rates include site inspection, installation, base rental cost, fuel and maintenance of the unit.
 2. Green highlighted rates includes only base rental cost.
 3. Ceres shall invoice the County the mobilization/demobilization charge at cost.



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May 13, 2015

Hidalgo County
Erin Livingston, Senior Environmental Planner
P.O. Box 22777
Houston, Texas 77227

RE: **Disaster Debris Clearance and Removal Services**
Due: 5/21/2015 at 4:00 PM CT

Dear Ms. Livingston:

We are pleased to submit the enclosed proposal for the **Hidalgo County Disaster Debris Clearance and Removal Services**. Ceres Environmental Services, Inc. is an experienced disaster recovery and government contracting firm capable of providing personnel, equipment and resources to rapidly and efficiently respond to a disaster recovery event. Our services include debris removal and segregation, demolition and hazardous material management, debris reduction and site management, and the collection/generation of FEMA-required project documentation.

In 2008, Ceres received an "Outstanding" performance review from the U.S. Army Corps of Engineers for our work in Louisiana following Hurricane Katrina. In the same year, Ceres also responded to Hurricane Dolly damage in Cameron County, TX and Hurricane Ike in Galveston, Harris, and Chambers Counties, TX. We are confident that if Ceres is selected for an event response based on this proposal, you will also find our services to be exemplary. We have a long list of satisfied clients and would be pleased to serve your community as well.

Our 20-acre recycling center and equipment facility located in Houston, TX, **located about 5 hours from Edinburg**, will from which to manage our post-disaster work in Hidalgo County. Other permanent offices for Ceres Environmental Services, Inc. give us good geographical dispersion. Those offices are located in Sarasota, FL and Brooklyn Park, MN.

Company Officers David A. McIntyre, Owner and President; Steve Johnson, Corporate Secretary; and David Preus, Senior Vice President have signature authority to bind the company and can all be reached by calling Ceres' toll free number 1-800-218-4424.

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

Sincerely,

Steven M. Johnson
Corporate Secretary
Ceres Environmental Services, Inc.

Enc.

TEXAS | FLORIDA | MINNESOTA

9945 Windfern Road | Houston, TX 77064 | OFFICE 800.218.4424 | FAX 866.228.5636
ceresenvironmental.com

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1 CORPORATE SUMMARY

Overview

Ceres Environmental Services, Inc. is one of the nation's leading disaster recovery contractors, deploying across North America from its permanent disaster response facilities in Texas, Florida and Minnesota. Since its founding in 1976, Ceres has been awarded over **\$1.7 billion in FEMA-funded disaster recovery projects** across the United States. While under contract for one billion dollars, Ceres was able to complete the work for about half that amount, saving hundreds of millions of dollars for the Government. The U.S. Army Corps of Engineers officially evaluated Ceres' overall performance during the Katrina cleanup as "Outstanding". Ceres was specifically noted for use of local contractors; quality, efficiency and swiftness of performance; and cooperation while managing a changing and evolving work scope. Since 1992, Ceres has been directly involved as a prime contractor in post-event recoveries from such major events as Hurricanes Andrew, Georges, Katrina, and Ike; the 1999 Oklahoma City tornado and the 2011 Alabama tornadoes; flooding in Iowa in 2008 and North Dakota in 2011; earthquakes in Haiti in 2010 and New Zealand in 2011; and Superstorm Sandy.

Our mission is to serve units of Government with time-critical disaster recovery and heavy construction services. We have an enviable reputation for speedy deployment, excellent work, and experienced site management. After 38 years of doing demanding work in almost every U.S. state and territory, Ceres is still known for keeping its promises: **Ceres has never defaulted on a contract, failed to complete a contract, nor had any client denied reimbursement.** An evaluation from the Department of the Navy is typical: *"perhaps the finest contractor I have worked with...."* Ceres always adheres to the highest standards of quality, integrity and safety.

The core competencies Ceres commits to every project are:

- Rapid Deployment
- Experienced Project Management
- Financial Stability
- Owned Equipment, and
- Trusted Subcontractors

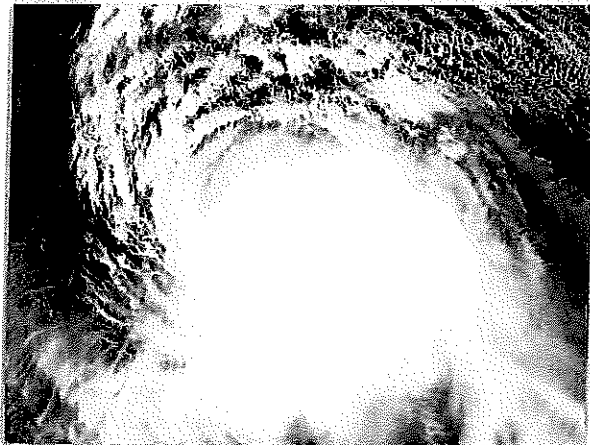
Rapid Deployment

Over the years, we have developed and refined our ability for rapid response mobilizations. In Cameron County, Texas, Ceres representatives and equipment were in place before Hurricane Dolly hit and a representative of the Ceres Advance Team sheltered in the County Emergency Operations Center before and during landfall with the County officials. In Jefferson Parish, LA, Ceres hauled more than 45,000 cubic yards on the first day of operation. In Kansas City, MO, more than 200 trucks were hauling within 72 hours of contract award. In Florida's Operation Blue Roof, Ceres had more than 180 roofers installing temporary roofs within 72 hours of contract award. For Hurricane Andrew, Ceres provided the U.S. Army Corps of Engineers with 25 new chippers, along with 25 trucks and associated crews within 48 hours of contract award. The clients' performance requirements were met or exceeded throughout the contracts and subsequently, available contract extension options were exercised.

Ceres uses local "teaming partners" as well as strategically placed owned equipment staging and office locations in Sarasota, FL; Bonifay, FL; Houston, TX; and Brooklyn Park, MN. Ceres can provide significant equipment and staffing within 24 hours of storm subsidence.

Experienced Project Management

The company has more than 60 full-time professional and managerial staff with disaster experience, many of whom hold degrees in areas such as: Business Administration, Structural and Civil Engineering, Forestry, Geology, Science and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers certified in Construction Quality



Management; certified in Emergency Management by FEPA; have been certified by FEMA in NIMS; are Red Cross certified in first aid; and have completed OSHA's 40 hour safety training course. Ceres' management is also experienced in a wide variety of geographic conditions. Their work histories include all U.S. states, Puerto Rico, Thule, Greenland, Ascension Island, Haiti and New Zealand.

Ceres' management has demonstrated its ability to respond to large-scale events. Shortly after Hurricanes Katrina and Rita in 2005, the U.S. Army Corps of Engineers (USACE) awarded Ceres a \$1 billion contract for disaster response, including: loading, hauling, reducing, and disposing of debris and white goods; trimming and removal of hazardous trees; demolition of storm damaged buildings; collection of household garbage; environmental sampling and monitoring of disposal sites; and life support services. This contract covered 11 Louisiana Parishes and required the operation of 54 reduction/disposal sites. Ceres achieved a record-setting mobilization, hauling more than 45,000 cubic yards of debris in its first day on the job (from Jefferson Parish, LA). Ceres rapidly achieved large-scale capacity, reaching a maximum production of 194,584 cubic yards per day and eventually hauling, reducing, and disposing over 13.4 million cubic yards of debris, over 315,000 units of white goods, while trimming or removing over 165,000 hazardous trees.

Ceres has the resources and experience to handle multiple events and locations. During the summer of 2008, Hurricanes Dolly, Gustav and Ike all impacted the Gulf Coast. When Dolly hit the Texas coast Ceres was ready, with people and equipment already on the ground in Cameron County, TX. As Ceres' response to Dolly was wrapping up, Gustav hit Louisiana, and two weeks later Ike hit the Houston, TX area. Ceres responded quickly to both new storms, performing in eleven different locations covered by separate debris removal contracts in Texas and Louisiana.

Following Hurricanes Katrina, Rita, and Wilma in 2005, Ceres performed several other emergency response contracts—often at the same time—including: Katrina debris removal for the City of Biloxi; Hurricane Wilma debris removal for the City of Palm Beach Gardens, FL; Katrina debris removal for the Parish of Terrebonne, LA; and the installation of over 22,000 temporary roofs on private residences in two states under two separate "Blue Roof" contracts with the U.S. Army Corps of Engineers (USACE). During this same period, Ceres maintained its schedule on its non-disaster construction and environmental work for the US Department of Agriculture, the Army Corps, and other customers in CA, TX, AR, MN, and PR.

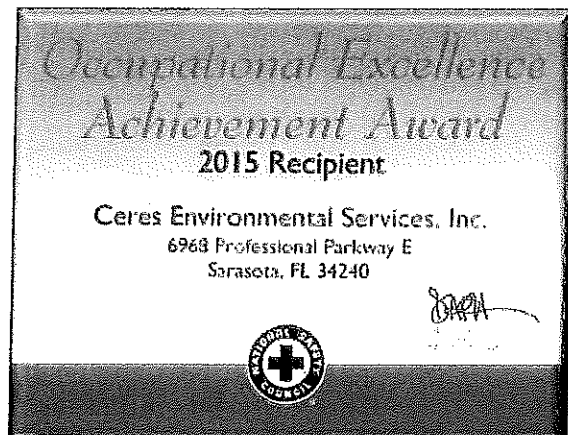
Our successful experience in multiple response situations as well as our substantial resources and teaming relationships, assures that Ceres performance on this project will be to the Client's utmost satisfaction.

Ceres' management has demonstrated its commitment to safe operations. Safety is a key component of our company. We bring this emphasis to our debris management work as shown by four important awards. We were a 2015, 2011 and 2009 Recipient of the National Safety Council (NSC) Occupational Excellence Achievement Award. This award recognizes outstanding safety achievements among its members and is designed to help promote the prevention of workplace injuries and illnesses. In 2010, we received a Perfect Record Award for operating an entire year without occupational injury or illness and a Million Mile Club award for driving without a Preventable Incident.

In 2007, Ceres received the Million Work Hours award from the NSC. The award is for 1,000,000 work hours without occupational injury or illness involving days away from work during our Hurricane Katrina debris work.

In 2008, Ceres performed sixteen separate debris removal missions following ice storms, flooding, and hurricanes Dolly, Gustav and Ike. During the performance of these missions, there were zero lost time injuries.

Ceres' management has demonstrated its commitment to superior performance and customer satisfaction. During 2005, Ceres' pre disaster event contracts with Terrebonne Parish, LA and Palm



Beach Gardens, FL were activated in response to Hurricanes Katrina and Wilma. Ceres had management staff on the ground before either hurricane made landfall. Katrina and Rita work in other places already had Ceres fully mobilized and in the midst of moving millions of cubic yards of debris and installing thousands of temporary roofs in Mississippi and Florida. Nevertheless, the City of Palm Beach Gardens received such a high level of service that they evaluated Ceres' performance as "Exceptional."

Ceres' management has demonstrated a high level of capability and adaptability. During its performance of Hurricane Georges recovery work for the USACE in Puerto Rico, Ceres rapidly mobilized equipment and personnel from the mainland and operated 17 temporary reduction sites over an area of 3,000 square miles across the island of Puerto Rico. Eventually, Ceres reduced, processed, and sorted more than 2.3 million cubic yards of debris, while simultaneously hauling and disposing of 1 million cubic yards of debris (and processed material), and installing approximately 3,000 temporary roofs. Ceres handled this challenging project despite the fact that it was Ceres' first project in a place where English was not the native language; and where qualified subcontractors did not exist. Ceres management responded with multi-lingual project leadership, who hired and directly managed more than 1,400 local employees. This project earned a high customer evaluation.

Ceres' personnel are trained in FEMA regulations and are schooled in the use of FEMA Public Assistance Debris Management Guide FEMA 325/July 2007, as well as additional resource books Public Assistance Guide FEMA 322/June 2007 and Public Assistance Policy Digest 321/January 2008.

Financial Stability

Ceres' excellent financial stability means that it can provide performance and payments bonds from treasury-listed carriers in amounts in excess of \$400M per single project. During the 2005 storm season, Ceres provided bonds for three concurrent Army Corps hurricane response projects with contract award amounts of \$1B, \$60M, and \$50M. With more than \$50M in liquid working capital and additional credit lines available, Ceres has unrivalled access to the levels of working capital necessary to keep its promises and handle the biggest and most complex jobs.

Owned Equipment

Ceres owns more than 500 pieces of disaster response equipment. Ceres invests heavily in owned equipment because it assures rapid response times, provides additional flexibility and direct management control.

Because of its extensive company-owned fleet, Ceres can send equipment and personnel to respond to a disaster regardless of the availability of subcontractors. On a 2002 storm debris project, for Kansas City, MO, Ceres provided equipment for a project requiring completion within 16 days of contract award (the first pass required hauling over 500,000 cubic yards). Ceres successfully met the 16 day first pass deadline and the Kansas City Project Manager in charge won an award for his outstanding disaster response performance.



Ceres' Houston facility with some of our over 450 pieces of equipment

Ceres owns all the life support equipment needed for supporting its own personnel including: mobile living quarters, food supply, large potable water supply tanks, and large septic storage systems. These systems have saved valuable management time in responses to such higher category storms as Katrina. Ceres also has available life support systems for project-wide support and Government personnel. In Ceres' Jefferson Parish, LA response following Katrina, for example, Ceres provided total life support for more than 400 people, and subcontractor fueling services for enough equipment to move 70,000CY of debris per day.

Ceres owns four self-contained office trailers including satellite internet connections and satellite phones as well as additional loaner satellite cell phones for the customers' management teams. Ceres regularly supplies rental satellite phone service to its clients.

Trusted Subcontractors

Ceres maintains one of the industry's largest networks of pre-screened and fully qualified subcontractors, including local vendors and preferred vendors. Our subcontractors are evaluated on many levels, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost. Ceres knows that a big part of local recovery is economic, so Ceres always strives to employ qualified local labor. The subcontractors are also grouped in Response Regions based on distance from Hidalgo County's service area in order to facilitate contacts if and when pre-event mobilization plans are activated.

It is the formal policy of Ceres to utilize local subcontract services in the performance of the proposed contract to the maximum extent possible. In the emergency disaster response and recovery activities carried out under the contract, preference will be given, to the extent feasible and practicable, to those organizations, firms, and individuals residing or doing business primarily in the area affected by such major disaster or emergency. Ceres recognizes the advantages obtainable by utilizing other responsible and experienced firms capable of furnishing specialty services and products of high quality, but first priority will be given to those subcontractors who are from the area or regularly do business there. During Ceres' Army Corps contracted disaster relief response in the state of Louisiana following Hurricane Katrina, local contractors received 55.9% of the total dollars paid to Ceres.

In accordance with Ceres Corporate policies, it is our practice to use Local and other Small Businesses (SB) and also HUBZone, Veteran-Owned (VO), Service Disabled Veteran-Owned (SDVO), Small Disadvantaged (SDB), Women-Owned (WOSB), Historically Black Colleges and Universities (HBCU), and Minority Institutions (MI) for the provision of equipment, labor, services, and supplies to the maximum extent possible. In our most recent reporting on our federal contracts, we exceeded our goals in each of the applicable categories. This report shows that Ceres paid Small Business Concerns 75.6% of the total dollars, with 12.0% going to SDBs, 13% to WOSBs, 3.3% to HUBZone SBs, 11% to VOs, and 9.5% to SDVOs.

While Ceres' database of screened and qualified subcontractors consists of over 5,600 firms from all across the country, Ceres intends to draw from a more select list of regionally based subcontractors to provide the highest level of performance, including rapid mobilization. Other firms that have shown exemplary performance standards in previous disaster recovery efforts are included in this list.

In Ceres' subcontractor registration process, all potential firms are required to demonstrate their knowledge of the disaster recovery process, including safety, knowledge of FEMA related topics, eligible debris, etc. After careful scrutiny, the firms that meet Ceres' rigorous standards are added to the list of preferred subcontractors. Additionally, after each disaster recovery project, Ceres managers go through a complete performance evaluation of each subcontractor that worked on the project.

All subcontractors have been screened through the Excluded Parties List System and only those shown to have no history on the list will be chosen for this project.

Qualities and Attributes

Reliable

In 1997, Ceres was selected by the United States Air Force for an emergency demolition project at Thule Air Base, Greenland, 700 miles from the North Pole. This difficult demolition project consisted of a large, severely damaged building that was in imminent danger of collapsing on a critical Early Warning Radar station protecting the U.S. East Coast. Unique project challenges included air



lifting a 70,000 pound piece of specialized demolition equipment to Greenland and performing the work during October with limited daylight, severe cold, and the danger of strong winds in excess of 200 mph

coming off the Greenland glacier. Ceres was given an outstanding rating for its performance on this project.

Respected

National magazines, including *Biocycle* and *Wood Waste Recycling*, have featured Ceres' urban wood waste recycling efforts and emergency debris management services. Ceres was also the honored recipient of the Minnesota Governor's *Certificate of Commendation* in 1995 for our innovation in the tree recycling industry. We have numerous letters of recommendation and high post project evaluations.

Experienced

Ceres has performed disaster recovery work on over 100 FEMA-reimbursed contracts in excess of \$700M, and has been repeatedly selected by federal and local government agencies for pre-event emergency response contracts. Ceres has performed emergency work contracts of less than \$25,000 and up to \$1 billion. Our clients have provided excellent references based on their satisfaction with our work. Our experience makes us a superb choice for cities and counties that need the security of a proven company. Ceres has also been selected for large demolition and construction projects contracted by the U.S. Air Force, Navy, and Army.



Our expertise in large construction projects also provides us with the managerial expertise necessary to organize and perform major public projects such as disaster cleanup. Ceres has performed superbly in construction projects ranging from a large park in Puerto Rico with athletic fields and 30 structures, to

levee repair work, to renovation of an underground park in Kentucky. This history exhibits the technical expertise that ensures all of our customers are pleased with their selection of Ceres.

Capable

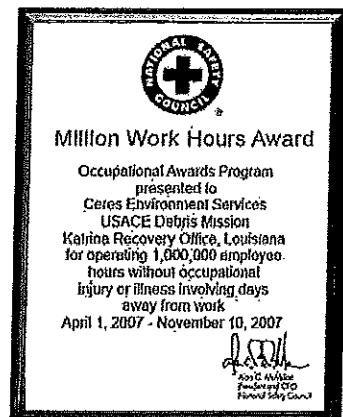
Ceres is staffed by professionally trained individuals with more than 200 collective years of experience in disaster recovery management. Ceres provides regular on-going training for field employees as well as our professional staff. Ceres' superintendents carry the following certifications and formal training: USACE certification for Quality Control; FEMA NIMS; 30-hour Construction Safety accreditation; and Hazwoper 40-hour training. Selected Superintendents also have training in asbestos and lead abatement. Ceres also provides its employees with outside disaster response training through FEMA-sponsored courses.

The U.S. Army Corps of Engineers evaluated numerous offerors on their project management capabilities and experience and selected Ceres for an award as an Advance Contract Initiative Disaster Debris Management Contractor.

Safe

We take special care to minimize the risk of injury in the disaster area to both our workers and the general public – safety first. It is the practice of Ceres to employ a full-time Health and Safety Officer. The Health and Safety Officer is responsible for overseeing Ceres' field Safety Officers who are experienced in various aspects of safety compliance relative to construction activities, industrial hygiene and traffic safety. Safety Officers possess a variety of qualifications including: OSHA 10-hour and 30-hour training certifications; First Aid and CPR; and Hazwoper 40-hour certifications. Ceres' full time field employees have CPR/First Aid/AED training.

In 2010, we received a **Perfect Record Award** for operating an entire year without occupational injury or illness and a **Million Mile Club** award for driving without a Preventable Incident.



There were no lost time injuries during all of Ceres' 2005 temporary roofing operations with over 22,000 roofs installed. In 2004 with over 1,000 workers in the field, no lost time injuries occurred on any of our projects during disaster recovery operations across nineteen Florida counties.

Ceres was named a recipient of the **Million Work Hours Award** for our superb safety record on the Katrina Debris project for the U.S. Army Corps of Engineers. This award and others can be found on our website at <http://ceresenvironmental.com/about-us/safety/>.

FEMA Knowledgeable

Ceres has more than 23 years of successful FEMA-reimbursed disaster work. Ceres' management staff has a long tenure with strong expertise in FEMA requirements for documentation, eligibility, general rules compliance, and methodologies.

Ceres augments staff FEMA experience with certified FEMA training classes for its general management. Ceres has assisted numerous clients during the post-disaster reimbursement application process, and our clients have never been denied reimbursement for our work. For example, two years after one project was completed, FEMA conducted an audit of that City during which the City was unable to provide complete truck certification logs. FEMA indicated that due to the missing truck documentation, they intended to take a reimbursement reduction from the City in excess of \$1,000,000. When the City notified Ceres about this matter, Ceres was able to provide the missing information from its well-organized records; the City subsequently received all of its eligible reimbursement without any reduction.

Community Relations

One of Ceres' most important support functions in the event of a natural disaster is to help Hidalgo County officials engage in community relations. Ceres provides important resources for keeping residents informed on the progress of cleanup.

Toll Free Hotline and E-Mail Management

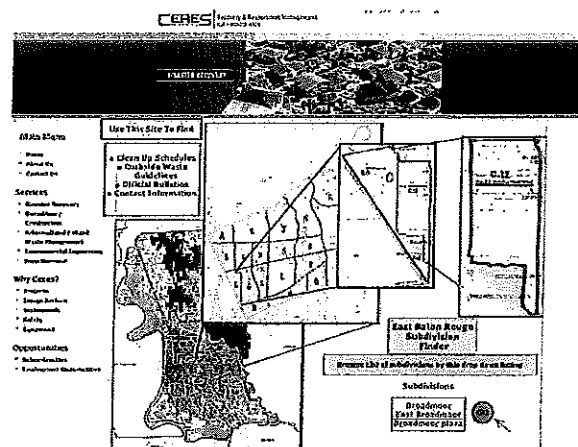
Large phone and e-mail traffic from concerned residents are a part of every natural disaster. Ceres maintains a toll free Storm Hotline that is staffed and accessible 24 hours a day, 7 days a week to handle questions, concerns or complaints related to clean-up: **1-877-STORM12**. The number is prominently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

All call center staff keep a log of incoming calls and e-mails, record the address of the reported incident, resident name, reported complaint, date and time of reported incident, and the truck number (if applicable). All call logs are collected and managed by Ceres' Customer Contact Database Group.

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

The CeresWeb™ Cleanup Clearinghouse Web Site

Ceres has developed a Web-based disaster-response data clearinghouse specifically designed to provide vital cleanup information and inform residents and businesses of the progress of cleanup in their area. **CeresWeb™** enables residents to rapidly identify their location - right down to the individual neighborhood - and access vital cleanup information, such as debris collection instructions, the latest cleanup scheduling for their area, contact information, etc.



CeresWeb™ gives Hidalgo County a vital communication tool to employ when seeking to keep residents as informed as possible when handling a natural disaster.

Client Satisfaction-Oriented

Ceres is in business to serve governmental agencies. We recognize that providing customer satisfaction is critical to our success. Our satisfied customers and the commendation letters and evaluations quoted below speak for themselves.

[Ceres] showed extreme reliability and dedication in the midst of chaos... Ceres Environmental has my highest recommendation.

James A. (Jimmie) Stephens, County Commissioner, Jefferson County, Alabama

I would like to officially express my gratitude and admiration for your leadership and expediency of action in providing the Corps of Engineers with logistical and operational support. I feel confident that with leaders like you the Corps of Engineers and the State of Louisiana will have little difficulty in continuing to succeed in the recovery mission.

Wesley Todd, Mission Manager, U.S. Army Corps of Engineers

The City of Palm Beach Gardens recommends Ceres Environmental as a responsive Contractor

David Reyes, Operations Director, City of Palm Beach Gardens

...I would like to thank Ceres and all of its personnel for the services that you provided during this most trying of times. I thought that you and your staff handled yourselves in a most professional manner and it was a pleasure working with you.

Don Brandon, P.E, County Engineer, Chambers County, Texas

Perhaps the finest contractor we've worked with.

This quote was taken from the official Navy project performance evaluation of Ceres.
Department of the Navy, Naval Facilities Engineering Command, El Centro CA.

While many out of state contractors used this opportunity to take advantage of the situation, your organization rose above the rest with superior customer service...

James A. Randolph, Asst. to the Town Manager, Town of Windsor, VA

This letter is to strongly recommend Ceres Environmental Services, Inc., as a government contractor.

William T. Hopkins, Director of Planning, Engineering and Public Works, Town of Smithfield, VA

Ceres has given us exemplary service. They have been responsive to the needs that are unique to our County, they have advised us of FEMA regulations, they have made suggestions to save the County money and most importantly they conducted their business in a professional manner....I have been most impressed by their thoroughness and flexibility.

Donald M. Long, Director of Public Works, County of Isle of Wight, VA

I would like to thank Ceres for the excellent job Ceres did an excellent job in the coordination and the removal of tree damage that occurred.... I would highly recommend them for any future cleanup because of the proficiency and timely manner in which they operated.

Tim Stevens, Superintendent of State Highways, Kentucky State Highway Department

2 STANDING PRE-EVENT CONTRACTS

Ceres Environmental Services, Inc. currently has over 180 pre-position Emergency Response contracts in place.

| Contract Owner | Contract Title/Type | Contract Start | Contract End | Name & Title | Contact Phone |
|--|--|----------------|--------------|---|----------------|
| Albemarle County, VA | RFP #2014-05223-63 Debris Management Services | 08/08/14 | 08/08/16 | Kelly J. Okken, Purchasing Agent | (434) 296-5854 |
| Athens-Clarke County Consolidated Government | RFP #00649 Emergency Debris Management | 11/26/14 | 11/26/17 | Suki Janssen, Interim Director Solid Waste Department | (706) 613-3501 |
| Atlanta, GA (City of) | Emergency On-Call Debris Removal Services | 02/21/12 | 02/22/15 | Anthony D. Stanley, Contracting Officer | (404) 330-6384 |
| Atlantic Beach, FL (City of) | RFP 11-04 Emergency Debris Management Services | 07/14/14 | 11/30/17 | Douglas E. Layton, Director of Public Works | (904) 247-5834 |
| Augusta, GA (City of) | RFP #14-189 Debris Removal Services | 01/16/15 | 01/16/18 | Chris James, Chief - EMA Director | (706) 821-2300 |
| Austin, TX (City of) | H-GAC Contract No. CE13-030 Disaster Debris Clearance and Removal Services | 09/11/14 | 12/31/16 | Tracy Franklin, Contract Administrator | (512) 974-2034 |
| Bay County, FL | Debris Management and Removal Services | 06/12/12 | 05/31/15 | Wendi W. Sellers, Purchasing Director | (850) 248-8270 |
| Beaufort County, SC | Storm Debris Removal, Debris Management Site Operations and Disposal | 09/01/10 | 08/31/15 | James Minor, Public Works | (843) 255-2800 |
| Beaumont, TX (City of) | Emergency Standby Products, Services and Debris Removal Contract | 10/01/09 | 07/14/15 | Patrick Bardwell, Purchasing Manager | (409) 880-3175 |
| Bell County, TX | Disaster and/or Storm Recovery Services | 08/06/12 | 08/06/15 | Russell Williams, Jr., Assistant Auditor | (254) 933-5112 |
| Belleview, FL (City of) | Disaster Recovery Operations | 01/20/09 | 01/20/15 | Donna McMurdy, Public Works | (352) 233-2115 |
| Bradenton, FL (City of) | Debris Management Services | 04/28/10 | 04/28/15 | Ricardo Ramos, Public Works Section Manager | (941) 708-6300 |
| Bradford County, FL | Emergency Debris Removal | 08/31/13 | 08/31/15 | Brian K. Johns, Director of Emergency Management | (904) 966-6336 |
| Brazoria County, TX | Disaster and/or Storm Debris Removal and Hauling | 06/20/13 | 06/09/15 | Lesa Girouard, CPM, Purchasing Director | (979) 864-1825 |
| Broward County BOCC, FL | Temporary Debris Management Site Services | 03/17/15 | 03/16/20 | Amanda Simmens, Purchasing Project Manager | (954) 357-6549 |
| Brunswick County, NC | Debris Management and Emergency Resources | 08/19/13 | 11/19/15 | Stephanie Lewis, Director of Operations Services | (910) 253-2520 |

Hidalgo County
Disaster Debris Clearance and Removal Services

| Contract Owner | Contract Title/Type | Contract Start | Contract End | Name & Title | Contact Phone |
|--|---|----------------|--------------|--|----------------|
| Cameron County, TX | Debris Management | 06/21/12 | 06/21/17 | Nate Flores, Emergency Operations Administrative Assistant/Planner | (956) 547-7000 |
| Cameron County, TX | Transportation and Disposal of Hazardous Waste | 06/21/12 | 06/21/17 | Nate Flores, Emergency Operations Administrative Assistant/Planner | (956) 547-7000 |
| Charleston County, SC | Standby Contract for Initial 70-Hour Road Clearing and Removal and Disposal of Debris Generated by a Disaster | 08/15/12 | 06/30/15 | Chuck Wiggins, Contracts Administrator | (843) 958-4757 |
| Charlton County, GA | Professional Debris Removal Services | 05/07/14 | 05/07/17 | Bruce Young, EMA Director | (912) 496-1081 |
| Clear Brook City MUD, Houston TX | Disaster Debris Clearance and Removal Services | 08/22/14 | 08/22/18 | Chris Clark, General Manager | (281) 484-1562 |
| Clinton, CT (Town of) | Disaster Debris Managemet Services | 01/24/14 | 12/31/15 | Jeffrey Stevens, Director Emergency Management Services | (401) 536-8178 |
| Cobb County, GA | County-Wide Unit Price Contract | 01/01/13 | 01/01/16 | Robert J. Galante, P.E., Department of Transportation | (770) 528-1600 |
| Coconut Creek, FL | Emergency Debris Management Services | 06/01/13 | 06/01/17 | Christina Semeraro, Purchasing Agent | 954-956-1584 |
| Columbia County, GA | Disaster Debris Management Pre-event contract | 02/09/09 | 05/31/15 | Tammy John, CPPB, Procurement Department | (706) 312-7283 |
| Coral Gables, FL (City of) | Debris Management Services | 03/10/09 | 06/10/15 | Michael Pounds, Chief Procurement Officer | (305) 460-5721 |
| Dawson County, GA | RFQ #247-14 Disaster Debris Removal & Disposal Services | 01/01/15 | 12/31/15 | Davida Simpson, Purchasing Director | (706) 344-3501 |
| Daytona Beach, FL (City of) | Emergency Disaster Debris Removal | 09/19/12 | 09/19/17 | James R. Sloane, City Engineer | (386) 671-8610 |
| Delaware (State of) | Emergency Standby Materials and Services | 10/15/14 | 10/15/15 | Roxann Parker, State Contract Procurement Officer II | (302) 857-4550 |
| Delray Beach, FL (City of) | Disaster Debris Removal | 09/04/12 | 11/30/15 | Patsy Nadal, Purchasing Manager | (561) 243-7161 |
| Denham Springs, LA (City of) | Disaster Debris Removal | 05/01/14 | 04/30/15 | Melvin Womack, Purchasing Agent | (225) 667-8385 |
| Doral, FL (City of) | Emergency Debris Removal | 08/20/13 | 08/20/15 | Carlos Arroyo, CFM | (305) 593-6740 |
| Downtown Development District of New Orleans, LA | Emergency Debris Removal Services | 08/15/14 | 05/31/15 | Richard McCall, Director of Operations | (504) 561-8927 |
| Effingham County, GA | Disaster Debris Removal Services | 08/05/14 | 06/30/17 | Fiona Charleton, Purchasing Agent | (912) 754-2123 |

Hidalgo County
Disaster Debris Clearance and Removal Services

| Contract Owner | Contract Title/Type | Contract Start | Contract End | Name & Title | Contact Phone |
|---|---|----------------|--------------|--|----------------|
| El Campo, TX (City of) | Disaster Debris Clearance and Removal Services | 06/21/10 | 08/28/15 | James F. George Jr., Emergency Management Coordinator | (979) 543-3335 |
| El Paso County | Debris Management Services | 09/18/13 | 12/31/15 | Ken Lavey, CPPB, Procurement Department | (719) 520-6401 |
| Escambia County School District, FL | RFP #141802 Tree Debris Removal | 06/01/14 | 05/31/15 | Allison Watson, Sr. Purchasing Agent | (850) 469-6210 |
| Escambia County, FL | Disaster Debris Collection | 07/08/10 | 07/07/15 | Claudia Simmons, Purchasing Manager | (850) 595-4980 |
| Fayette County, GA | Proposal #P906 Debris Removal | 10/27/14 | 06/30/16 | Trina Barwicks, Contract Administrator | (770) 305-5314 |
| Florida A&M University | ITN#1228LCSA SUS Disaster Recovery Operations | 03/16/15 | 06/30/16 | Keisha McQueen, Procurement | (850) 599-3203 |
| Florida Department of Transportation District 2 | Emergency Debris Removal - Cut and Toss | 05/22/14 | 05/22/15 | Scott Blocker, Procurement Services Administrator | (386) 961-7617 |
| Florida Department of Transportation District 4 | Pre-Event Cut and Toss Debris Removal | 05/02/13 | 05/02/16 | Maurice Borrows, Procurement Manager | (954) 777-4621 |
| Florida Department of Transportation District 4 | Pre-Event Emergency Debris Removal | 05/02/13 | 05/02/16 | Maurice Borrows, Procurement Manager | (954) 777-4621 |
| Florida Department of Transportation District 7 | Pre-Event Cut and Toss Debris Removal Z7035 | 11/18/13 | 12/05/15 | John D. Ellis, District Contracts Administrator | (813) 975-6467 |
| Florida International University (FIU) | Natural Disaster Emergency Debris Removal Services | 02/27/12 | 02/26/16 | Jimmy Carmenate, Associate Controller | (305) 348-1246 |
| Forsyth County, GA | Emergency Debris Clearing, Hauling, and/or Vegetation Trimming Services | 01/19/12 | 12/31/15 | Donna Kukarola, Purchasing Director | (770) 888-8872 |
| Frederick County, MD | Disaster Removal and Disposal of Tree and Brush Debris | 08/25/11 | 08/23/15 | Patricia M. Guise, CPPB Procurement Analyst III | (301) 600-1069 |
| Friendswood, TX (City of) | Pre-event Debris Management Services | 04/06/09 | 04/06/19 | Debbie Murphree, Office of Emergency Management | (281) 996-3335 |
| Gloucester County, VA | Site Management for Debris Reduction & Debris Hauling | 09/07/12 | 04/01/15 | Bill Lindsey, CPPO, CPM, Purchasing Manager | (804) 693-1210 |

Hidalgo County
Disaster Debris Clearance and Removal Services

| Contract Owner | Contract Title/Type | Contract Start | Contract End | Name & Title | Contact Phone |
|---------------------------------------|--|----------------|--------------|--|--|
| Glynn County, GA | Debris Removal and Disposal Services | 08/16/12 | 06/30/15 | Melissa Messer, Purchasing | (912) 554-7135 |
| Golden Beach, FL (Town of) | Disaster Recovery Services | 06/24/08 | 06/24/17 | Lissette Perez, Assistant to the Town Manager | (305) 932-0744 |
| Grand Prairie, TX (City of) | #13106 Disaster Debris Hauling | 01/08/14 | 01/07/16 | Angi Mize, Purchasing Division | (972) 237-8262 |
| Gwinnett County, GA | Disaster Debris Removal, Reduction, Disposal and Other Emergency Debris Related Services | 01/01/13 | 12/31/15 | Bryant Davis, Purchasing Division | (770) 822-8731 |
| Harmony, NC (Town of) | Pre-Event Disaster Debris Removal | 07/01/13 | 07/01/16 | Joyce Rogers, Mayor | (704) 546-2339 |
| HGAC (Houston Galveston Area Council) | Prequalification for Disaster Debris Clearance and Removal Services | 01/01/13 | 12/31/16 | Cheryl Mergo, Solid Waste Program Manager | (713) 993-4520 |
| Hillsborough County, FL | Disaster Debris Management Services | 05/16/07 | 12/31/15 | John Hollingshead, CPPB, FCPA Director of Procurement Services | (813) 272-5790 |
| Hollywood, FL (City of) | Emergency Debris Removal from Limited Spaces and Gated Communities | 06/21/13 | 07/22/15 | Linda Silvey, Procurement Specialist | (954) 921-3200 |
| Hollywood, FL (City of) | Emergency Response and Recovery Services | 06/21/13 | 07/22/15 | Linda Silvey, Procurement Specialist | (954) 921-3200 |
| Humble, TX (City of) | Disaster Debris Clearance and Removal Services H-GAC-CE-2012-10-001 | 12/12/14 | 12/31/16 | Mark J. Martin, Facilities Manager | (281) 446-3061 |
| Iredell County, NC | Pre-Event Disaster Debris Removal | 04/16/13 | 04/16/16 | David Lambert, Director of Solid Waste | (704) 878-5430 |
| James City County | Disaster Related Debris Removal | 09/04/13 | 09/04/15 | John Home, General Services Manager | (757) 259-4127 (o) (757)592-5897 (cell) |
| Jefferson Parish, LA | RFP 0301 Post Disaster Collection, Processing & Disposal Services | 05/29/14 | 05/29/16 | Eula A. Lopez, Parish Clerk (Purchasing) | (504) 364-2678 |
| Jupiter Island, FL (Town of) | Disaster Recovery Debris Removal 2009/2010-01 | 07/09/10 | 07/12/15 | William R. Hurst Jr., Director of Public Works | (772) 545-0100 |
| Jupiter Island, FL (Town of) | Emergency Disposal of Disaster Related Debris 2009/2010-02 | 07/09/10 | 07/12/15 | William R. Hurst Jr., Director of Public Works | (772) 545-0100 |

Hidalgo County
 Disaster Debris Clearance and Removal Services

| Contract Owner | Contract Title/Type | Contract Start | Contract End | Name & Title | Contact Phone |
|-------------------------------------|---|----------------|--------------|--|----------------|
| Katy, TX (City of) | Disaster Debris Clearance and Removal Services | 05/01/11 | 05/26/16 | Elaine Lutringer, Director of Public Works | (281) 391-4830 |
| Kenner, LA (City of) | Post-Disaster Debris Collection, Processing and Disposal Services | 07/23/12 | 07/26/16 | Theresa Nevels, Purchasing Director | (504) 468-7262 |
| La Porte, TX (City of) | RFP #14504 Debris Removal Services | 12/01/14 | 12/01/15 | Jeff Suggs, Emergency Management Coordinator | (281) 470-0009 |
| Lafourche Parish, LA | Disaster Debris Removal and Recovery Services | 07/09/13 | 07/09/15 | Jerome Danos, Solid Waste Manager | (985) 493-6928 |
| Lake Worth, FL (City of) | Disaster Debris Removal and Disposal Services | 06/19/12 | 06/18/16 | Kari Hansen, Purchasing Agent | (561) 586-1674 |
| Lantana, FL (Town of) | Emergency Debris & Disaster Recovery Services | 02/13/12 | 02/13/15 | Michael Bornstein, Town Manager | (561) 540-5000 |
| League City, TX (City of) | Disaster Debris Clearance and Removal Services | 05/01/11 | 05/01/14 | Jeff Spears, Contract Administrator | (281) 554-1334 |
| Lee County, FL | RFP B-140102 Disaster Emergency Clearance of Roads & Streets | 05/20/14 | 05/20/19 | Lisa Crone, Procurement Analyst | (239) 533-5875 |
| Livingston Parish, LA | Debris Removal & Site Management for Debris Reduction and Emergency Roadway Clearance | 09/13/12 | 09/13/15 | Mark Harrell, Director of Homeland Security | (225) 686-3066 |
| Longboat Key (Town of) FL | RFP #14-005 Disaster Recovery Services | 07/15/14 | 07/15/17 | David R. Bullock, Town Manager | (941) 316-1999 |
| Los Angeles County, CA | As-Needed Emergency Debris Removal Services #003139, \$25M | 09/19/12 | 09/19/17 | Gail Farber, Director of Public Works | (626) 458-5100 |
| Los Angeles County, CA | As-Needed Emergency Debris Removal Services Program #003215, \$100M | 01/15/14 | 01/15/19 | Gail Farber, Director of Public Works | (626) 458-5100 |
| Love Valley (Town of) | Pre-Event Disaster Debris Removal | 11/01/13 | 11/01/16 | Ana Kennedy, Town Clerk | (704) 592-2112 |
| Lynn Haven, FL | Debris Clearing and Removal | 06/01/13 | 06/01/16 | Amanda DeLonjay, Purchasing Clerk | (850) 265-7520 |
| Manatee County | RFP #14-0330FL Debris Management Services | 05/05/14 | 05/13/16 | Frank G. Lambertson, Contracts Negotiator Purchasing | (941) 749-3042 |
| Manatee County School District (FL) | Disaster Recovery Services | 01/10/11 | 10/25/15 | Renee Hayes, Purchasing Manager | (941) 751-6550 |

Hidalgo County
Disaster Debris Clearance and Removal Services

| Contract Owner | Contract Title/Type | Contract Start | Contract End | Name & Title | Contact Phone |
|-------------------------------|---|----------------|--------------|--|----------------|
| Maryland (State of) | Debris and Snow Removal for Emergency Services | 01/01/13 | 12/31/15 | Joseph Palechek, Procurement Officer | (410) 767-3207 |
| McAllen, TX (City of) | Catastrophic Event Debris Removal | 01/27/13 | 01/27/16 | Elizabeth Cabrera, Interim Dir. Of Purchasing & Contracting Department | (956) 681-1130 |
| Melbourne, FL (City of) | Disaster Debris Removal Services | 01/01/11 | 12/31/15 | Jennifer Wilster, Environmental Community Outreach Manager | (321) 674-5761 |
| Miami Beach, FL (City of) | Disaster Recovery Services | 08/27/14 | 08/27/17 | Kenneth Patterson, Procurement Department | (305) 673-7000 |
| Miami, FL (City of) | ITB#274253 Emergency Debris Removal & Disposal Services | 08/06/14 | 12/21/15 | Amy Gandarilla, Purchasing | (305) 416-1925 |
| Miami-Dade County Schools, FL | Contract No. 026-PP06 Emergency Debris & Hazardous Tree Removal | 05/07/14 | 05/06/15 | Claudette Vanwhervin, Buyer, Procurement Management Services | (305) 995-2338 |
| Miami-Dade County, FL | Pre-Qualification - Oil Spill Remediation Services | 09/17/10 | 12/31/15 | Km! Ra, Procurement Contracting Supervisor | (305) 375-5289 |
| Miami-Dade County, FL | Emergency Debris Removal Pre-Qualification | 10/01/12 | 04/01/18 | J. Carlos Plasencia, CPPB, Emergency Preparedness Coordinator | 305-375-4260 |
| Miami-Dade County, FL | Bid No. 9360-1/23 Hauling & Disposal of Emergency Debris | 12/31/13 | 12/31/18 | Herman Ramsey, Procurement Officer 1 | (305) 375-2851 |
| Milton, FL (City of) | RFP Debris Removal | 05/13/14 | 05/13/17 | Lori McCafferty, Purchasing Agent | (850) 983-5417 |
| Miramar, FL (City of) | Debris Management, Collection and Removal Services | 08/10/11 | 05/31/15 | Thomas Good, Public Works Director | (954) 883-6815 |
| Nacogdoches, TX (City of) | Debris Removal Services | 09/19/12 | 09/19/17 | Gary Baisden, Purchasing Director | (936) 559-2528 |
| NCDOT Division 3 | Cut Shove Crew for Removal of Storm Related Debris From State Maintained Roadways | 01/01/15 | 12/31/15 | Lloyd Royall Jr., PLS | (910) 341-2000 |
| New College of FL (NCF) | ITN#1228LCSA NCF Debris Removal Services | 06/01/14 | 06/30/16 | Mark St. Louis, General Counsel | (941) 487-5877 |
| New Jersey (State of) | Disaster Debris Removal and Management Services | 01/25/13 | 06/30/15 | Jonathan Wallace, Division of Purchase and Property | (609) 341-2976 |
| New Orleans (City of) | Disaster Street-Clearing and Debris Collection, Removal, Processing and Disposal Zone 1 | 08/28/13 | 08/28/15 | Cynthia Sylvain-Lear, Director Department of Sanitation | (504) 658-3800 |

Hidalgo County
Disaster Debris Clearance and Removal Services

| Contract Owner | Contract Title/Type | Contract Start | Contract End | Name & Title | Contact Phone |
|-----------------------------------|---|----------------|--------------|---|----------------|
| New Orleans (City of) | Disaster Street-Clearing and Debris Collection, Removal, Processing and Disposal Zone 3 | 08/28/13 | 08/28/15 | Cynthia Sylvain-Lear, Director Department of Sanitation | (504) 658-3800 |
| Norman, OK (City of) | Bid No. 1415-30, Disaster Debris Clearance and Removal Services | 11/24/14 | 11/24/17 | Joe Willingham, PE, Storm Water Engineer | (405) 366-5455 |
| Oakland (Town of) FL | Disaster Recovery and Debris Removal | 06/03/14 | 04/30/15 | Michael Parker, Public Works Director | (407) 656-0188 |
| Ocala, FL (City of) | RFP #13-001 Emergency Debris Removal Services | 05/07/13 | 05/06/16 | Tiffany Kimball, Director of Procurement & Contracts | (352)629-8366 |
| Ocoee, FL (City of) | Emergency Debris Removal | 12/07/10 | 12/07/15 | Joyce Tolbert, Purchasing Agent | (407) 905-3100 |
| Oconee County, SC | Debris Removal Emergency Services | 03/11/09 | | Robyn Courtright, Director of Procurement | (864) 638-4141 |
| Olathe, KS (City of) | RFP-14-4386 Disaster Debris Management Services | 05/21/14 | 05/20/19 | Nicole Averell, Contract Specialist | (913) 971-8925 |
| Orange County, FL | Disaster Recovery and Debris Removal | 05/01/10 | 04/30/15 | Mark Masaro, Public Works Director | (407) 836-7970 |
| Orange County, NC | Debris Removal and Processing Services | 10/01/13 | 09/30/18 | Gayle Wilson, Director of Solid Waste Department | (919) 968-2885 |
| Orlando, FL (City of) | Debris Management and Removal Services | 10/01/11 | 09/30/15 | Teddi McCorkle, CPM, Senior Contract Administrator | (407) 246-2332 |
| Palm Bay, FL (City of) | Debris Removal/Disaster Recovery Services | 06/08/12 | 05/31/16 | Susan Hann, P.E., City Manager | (321) 952-3411 |
| Palm Beach County School District | Disaster Recovery Assistance - Debris Cleanup Services Cut & Toss | 07/21/11 | 07/20/15 | Helen Stokes, Construction Purchasing | (561) 882-1949 |
| Palm Beach County School District | Disaster Recovery Assistance - Debris Removal & Hauling Services | 05/19/11 | 05/18/15 | Helen Stokes, Construction Purchasing | (561) 882-1949 |
| Palm Beach County, FL (SWA) | Hurricane/Disaster Debris Removal, Reduction and Disposal | 08/21/13 | 08/20/16 | Mark Eyeington, Chief Operations Officer | (561) 640-4000 |
| Palm Beach Gardens, FL (City of) | Emergency Debris and Disaster Recovery Services | 09/08/11 | 09/08/16 | David Reyes, Public Works | (561) 804-7015 |
| Palm Beach, FL (Town of) | Hurricane Disaster Debris Management | 06/14/10 | 08/07/15 | Chester Purves, Services Division Manager | (561) 838-5440 |

Hidalgo County
Disaster Debris Clearance and Removal Services

| Contract Owner | Contract Title/Type | Contract Start | Contract End | Name & Title | Contact Phone |
|--|--|----------------|--------------|---|----------------|
| Palm Beach, FL (Town of) | Disaster Debris Services First Pass, Cut and Toss | 07/27/11 | 08/07/16 | Eric Brown, P.E., Asst. Director of Public Works | (561) 838-5440 |
| Palmetto Bay, FL (Village of) | RFP 1314-11-006 Emergency Debris Removal & Management | 06/02/14 | 05/31/17 | Kristy Bada, Procurement Specialist | (305) 259-1234 |
| Palmetto, FL (City of) | Emergency Debris Removal Services | 08/06/12 | 08/06/17 | Nixa Haisley, Purchasing Agent | (941) 723-4570 |
| Panama City, FL (City of) | Debris Management and Removal Services | 04/26/12 | 05/31/15 | Julie Young, Engineering | (850) 872-3015 |
| Parker County, TX | Disaster Debris Removal, Reduction, Disposal and Other Emergency Services | 04/10/13 | 05/13/16 | Deena Nichols, Purchasing Agent | (817) 598-6140 |
| Pasco County District School Board | Debris Cleaning & Removal | 05/01/08 | 04/30/16 | Christina Argyelan, Buyer Assistant, Purchasing Department | (813) 794-2489 |
| Peachtree City, GA (City of) | RFP #P906 Disaster Removal | 01/01/15 | 06/30/16 | Angela Egan, Purchasing Agent | (770) 631-2515 |
| Pearland, TX (City of) | Debris Management Services | 08/31/09 | 04/30/15 | Bob Pearce, Purchasing Officer | (281) 652-1668 |
| Pendleton County, KY | Pre-Qualification for Debris Removal Contractors | 02/21/14 | | Henry W. Bertram, Judge | (859) 654-4321 |
| Pinecrest (Village of) | Emergency Debris Removal | 11/01/13 | 12/31/16 | Yocelyn Galiano Gomez, Village Manager | (305) 234-2121 |
| Pinellas County, FL | Disaster Debris Collection and Removal Bid No. 134- 0058-B | 11/17/14 | 06/18/17 | Candis Mancuso, Assistant Director Purchasing | (727) 464-4250 |
| Plantation Acres Improvement District | Disaster Debris Management Services RFP No. 2014-01 | 10/23/14 | 10/23/17 | Angel Alvarez, District Manager | (954) 474-3092 |
| Plantation, FL (City of) | Emergency Debris Management | 12/21/11 | 01/11/16 | Steve Rodgers | (954) 452-2538 |
| Port Malabar Holiday Park Recreational District | Debris Removal/Disaster Recovery Services | 08/23/12 | 05/31/15 | Cheryl Ennis, Deputy District Clerk | (321) 724-2240 |
| Punta Gorda, FL (City of) | Solicitation #R2013107/EOC- DISASTERREC/1314/3 | 08/01/14 | 08/01/17 | Marian Howe Pace, Procurement Manager | (941) 575-3348 |
| Rockledge, FL (City of) | Debris Removal and Tree Trimming Services | 08/01/13 | 08/01/15 | C. Kenneth Poole, Public Works Director | (321) 690-3961 |
| Safety Harbor (City of) FL | Disaster Debris Collection and Removal Bid No. 134- 00580B Pinellas County | 03/27/15 | 06/18/17 | Ray Boler, Director of Public Works | (727) 724-1510 |

Hidalgo County
Disaster Debris Clearance and Removal Services

| Contract Owner | Contract Title/Type | Contract Start | Contract End | Name & Title | Contact Phone |
|---|---|----------------|-----------------|---|----------------|
| Santa Rosa County School District | Emergency Debris Removal and Tree Pruning | 07/01/11 | 06/30/16 | Sandra King, Purchasing Agent | (850) 983-5130 |
| Santa Rosa County, FL | Pre-Qualification for Debris Removal Services | 03/08/12 | | Avis Whitfield, Public Works Director | (850) 626-0191 |
| Sarasota, FL (City of) | Disaster Recovery Services | 08/27/09 | 10/26/15 | Barney Cavanagh, Procurement Specialist | (941) 954-4151 |
| Savannah, GA (City of) | Storm Debris Removal Services, Event #1508 | 10/31/13 | 10/31/15 | John Porter, Buyer, Purchasing | (912) 651-6426 |
| Seabrook, TX (City of) | RFP No. 2014-08 Post-Disaster Debris Removal and Disposal | 01/20/15 | 01/20/18 | Michael Gibbs, Asst. Financial Director, Purchasing | (281) 291-5732 |
| Sewall's Point, FL (Town of) | Disaster Recovery Vegetative & Storm Debris Removal | 11/11/10 | Pending renewal | Robert Kellogg, Town Manager | (772) 287-2455 |
| South Dakota State | Contract for Debris Removal | 09/01/14 | 09/01/16 | Jason Bauder, Emergency Management | (605) 773-3231 |
| South Jordan (City of) | Emergency Debris Removal | 11/07/13 | 11/07/18 | Aaron Sainsbury, Public Works Associate Director | (801) 253-5230 |
| South Miami, FL (City of) | ITB#274253 Emergency Debris Removal & Disposal Services | 06/18/14 | 12/21/15 | Steve Kulick, Purchasing Manager | (305) 663-6339 |
| Southeast Public Service Authority of VA (SPSA) | Hurricane & Other Disasters, Debris Removal, Reduction and Disposal | 05/01/13 | 04/30/18 | Millard Grant, Purchasing Administrator | (757) 420-4700 |
| St. Charles Parish, LA | Disaster Debris Removal & Recovery Services | 01/01/13 | 12/31/16 | Greg Schultz, Public Works | (985) 783-5102 |
| St. Lucie County School District | Hurricane/Disaster Recovery & Debris Removal | 05/28/13 | 05/29/16 | Lanaee Gilmore, Purchasing & Warehousing | (772) 336-6980 |
| Statesville, NC (City of) | Pre-Event Disaster Debris Removal | 08/06/13 | 08/06/16 | A. Scott Harrell, P.E., Interim Public Works Director / City Engineer | (704) 878-3553 |
| Suffolk County of NY | Bid #16-13.10.3 Disaster Response Services & Equipment | 11/22/13 | 11/21/15 | Ann Bravico, Purchasing Agent | (631) 852-4215 |
| Summerville, SC (Town of) | Emergency Debris Management Services | 09/10/10 | 09/10/15 | Mark Campbell, Streets | (843) 514-4525 |
| Sumter County, FL | Disaster Debris Hauling Services | 06/02/12 | 06/02/15 | Amanda Taylor, Procurement Coordinator | (352) 689-4435 |
| Tacoma, WA (City of) | ES13-0064F Disaster Debris Removal Services | 12/17/13 | 12/17/18 | Charles Blankenship, Sr. Buyer | (253) 502-8163 |

Hidalgo County
Disaster Debris Clearance and Removal Services

| Contract Owner | Contract Title/Type | Contract Start | Contract End | Name & Title | Contact Phone |
|------------------------------------|---|----------------|--------------|---|----------------|
| Tampa, FL (City of) | Emergency Debris Management and Disaster Recovery Services | 07/14/11 | 07/14/16 | Kevin Frye, Senior Procurement Analyst | (813) 274-8351 |
| Tarrant County, TX | RFP No. 2014-171 Disaster Debris Removal and Other Emergency Related Services | 12/01/14 | 11/30/15 | Melissa Lee, Senior Contracts Administrator | (817) 884-3245 |
| Taylor County, FL | Disaster Debris Management Services | 01/22/13 | 01/22/16 | Stephen Spradley, Emergency Management Director | (850) 838-3500 |
| Texas General Land Office | Beach Debris Removal Services | 06/27/13 | 08/31/15 | Suzanne Loy, Procurement | (512) 475-3504 |
| Thibodaux, LA (City of) | Disaster Debris Management Services | 07/30/13 | 07/30/16 | Kelly Maggio, Asst. Council Administrator | (985) 446-7200 |
| Thomas County, GA | Disaster Debris Removal and Disposal | 07/24/12 | 07/24/15 | Thelma Maxwell, Purchasing Agent | (229) 225-4100 |
| University of Central FL (UCF) | ITN#1228LCSA SUS Disaster Recovery Operations | 06/01/14 | 06/30/16 | Brian Sargent, Interim Assistant Director of Purchasing | (407) 823-3304 |
| University of FL (UF) | ITN#1228LCSA SUS Disaster Recovery Operations | 02/23/15 | 06/30/16 | Eric Money, Purchasing Coordinator | (352) 392-1331 |
| University of Texas Medical Branch | Disaster Debris Removal Services | 07/01/13 | 07/01/18 | John Mann, Acquisition Specialist | (281) 338-8659 |
| University of West FL (UWF) | ITN#1228LCSA UWF Debris Removal Services | 09/12/14 | 06/30/16 | Angie Jones, Director of Procurement | (850) 474-2628 |
| USACE Contracting Division | ACI Blue Roof Puerto Rico | 07/09/10 | 07/09/15 | Beau J. Corbett, SAJ | (941) 232-1388 |
| USACE Contracting Division | ACI Blue Roof Virgin Islands | 07/15/10 | 07/15/15 | Beau J. Corbett, SAJ | (941) 232-1388 |
| USACE Contracting Division | ACI Debris LRD Region Primary, 0005 unrestricted | 10/18/13 | 10/17/18 | Gayle Rouse, Contract Officer | (504) 862-1547 |
| USACE Contracting Division | ACI Debris NAD Region Primary, 0005 unrestricted | 06/30/14 | 06/30/19 | Gayle Rouse, Contract Officer | (504) 862-1547 |
| USACE Contracting Division | ACI Debris SAD Region Primary, 0011 restricted | 06/04/14 | 06/04/15 | Gayle Rouse, Contract Officer | (504) 862-1547 |
| USACE Contracting Division | ACI Debris POD Region Primary, 0011 restricted | 06/04/14 | 06/04/15 | Gayle Rouse, Contract Officer | (504) 862-1547 |
| Venice, FL (City of) | Disaster Recovery | 06/09/09 | 06/09/15 | Jonathan Mayes, Procurement Manager | (941) 486-2626 |

Hidalgo County
Disaster Debris Clearance and Removal Services

| Contract Owner | Contract Title/Type | Contract Start | Contract End | Name & Title | Contact Phone |
|--|---|----------------|--------------|---|--|
| Virginia Peninsulas Public Service Authority (VPPSA) | Debris Removal, Reduction and Disposal for Hurricanes and Other Disasters | 04/05/13 | 04/05/18 | Stephen Geissler, P.E., Executive Director | (757) 259-9850 |
| Volusia County, FL School Board | Debris Clearing & Removal | 06/29/05 | 04/30/16 | Maria Kraft, Buyer | (386) 947-8786 |
| Wakulla County, FL | Debris Removal and Disposal Contract | 08/08/13 | 08/08/15 | David Edwards, County Administrator | (850) 926-0919 |
| Waller County, TX | Debris Removal, Reduction and Disposal | 01/01/15 | 12/31/15 | Alan Younts, County Auditor | (979) 826-7740 |
| Ware County, GA | Disaster Debris Removal & Disposal Services | 01/16/14 | 05/31/17 | Jonathan Daniell, Emergency Management Director | (912) 287-4394 |
| Webster, TX (City of) | Debris Removal Services | 03/17/15 | 03/17/19 | Joe Ferro, Emergency Management Coordinator | (281) 316-3712 |
| West Hartford, CT (Town of) | Emergency Storm Debris Removal Services | 12/17/12 | 06/30/15 | Tammy Bradley, Senior Buyer | (860) 561-7470 |
| West Palm Beach, FL (City of) | Disaster Debris Removal and Disposal Services | 08/03/11 | 08/25/15 | LaTreshia Henry, Public Works | (561) 822-2075 |
| West Park, FL (City of) | Hurricane Debris Clearing/Removal | 05/16/12 | 05/15/15 | Carol Aubrun, Program Coordinator | (954) 989-2688 |
| West University Place, TX (City of) | Disaster Debris Clearance and Removal Services | 05/02/13 | 05/02/18 | David Beach, Assistant Public Works Director | (713) 662-5834 |
| Westwego, LA (City of) | Emergency Storm Debris Removal Services | 11/05/13 | 11/05/15 | John Shaddinger, Mayor | (504) 348-1974 |
| Wharton, TX (City of) | Disaster Debris Clearance and Removal Services | 08/01/08 | 09/30/15 | Andres Garza, City Manager | (979) 532-2491 |
| Williston, FL (City of) | Emergency Debris Management | 07/27/10 | 07/27/15 | Adam Hall, Project Manager | (352) 528-3060 |
| Wilmington (City of), NC | Phase I Immediate Response Debris Clearing No. S6-0414B | 07/01/14 | 06/30/15 | Ellen McGowan, Contract Specialist | (910) 341-7830 |
| Wilmington (City of), NC | Phase II Veg and C&D Debris Removal No. S6-0414.1B | 07/01/14 | 06/30/15 | Ellen McGowan, Contract Specialist | (910) 341-7830 |
| Winter Park, FL (City of) | Emergency Debris Management Services | 06/14/10 | 11/01/15 | Jennifer Jones, CPPB, Purchasing Agent | (407) 599-3267 |
| Winterville, NC (Town of) | Disaster Debris Removal Services | 07/09/12 | 07/09/17 | Travis Welborn, Public Works Director | (252)215-2348(o) (252)414-8793 cell |
| Zachary, LA (City of) | Disaster Debris Management & Removal Services | 07/22/14 | 07/22/15 | Chris Calbert, Chief Administrative Officer | (225) 654-0287 |

3 PAST CLIENTS/PROJECTS

Ceres Environmental Services, Inc. has been working actively in the disaster recovery business since our founding in 1976, completing over 100 FEMA-reimbursed projects. Below is a selection of our past performance; additional details on our past performance are available upon request.

| Owner & Location | Title of Work | Value | CY | Time Period | Description | Contact |
|--|---|----------------|-----------|------------------------|--|---|
| Lee County BOCC, MS | Tornado Debris Removal and Disposal Services, post event FEMA DR-4175MS | \$436,118.02 | 65,149 CY | May - June 2014 | Tornado Debris Removal and Disposal Services related to Spring tornado. ROW debris collection and disposal | Sean P. Thompson, Administrator, 300 West Main Street, Tupelo, MS 38804, 662-432-2020, 622-432-2021 fax, sthompson@co.lee.ms.us |
| City of Adamsville, AL | Emergency Debris Removal - post tornado event FEMA DR-4176AL | \$306,247.30 | 21,817 CY | May - August 2014 | Removal and disposal of eligible tornado-related debris from the ROW including vegetative, C&D, and hazardous hanging limbs, trees and stumps. | Mayor Pam Palmer, 4828 Main Street, Adamsville, AL 35005, 205-674-5671, ppalmer@cityofadamsville.org |
| City of Graysville, AL | Storm Debris Removal Services, post tornado event FEMA DR-4176AL | \$1,122,186.34 | 77,285 CY | May - August 2014 | Removal of all hazards from City ROW. | Mayor Mary Sue Morgan, PO Box 130, 246 South Main Street, Graysville, AL 35073, 205-674-5643, 205-674-5646 fax, msm2013@bellsouth.net |
| City of Kimberley, AL | Removal and Disposal of Eligible Disaster Debris from ROW, FEMA DR1476AL | \$305,184.28 | 21,057 CY | May - June 2014 | Removal and Disposal of Eligible Disaster Debris from ROW | Sandra K. Waid, City Clerk, 9256 Stouts Road, Post Office Box 206, Kimberley, AL 35091, 205-647-5551, Fax 205-647-5231, swaidkimberlyclerk@hotmail.com |
| State of NC Department of Transportation | Guilford County - Western Section Removal and Disposal of Storm-Related Vegetative Debris | \$6,816,757.00 | 417,572 | March - October 2014 | Removal, collection, reduction, and disposal of over 400,000 CY of vegetative debris | Carolyn T. Huskins, Proposal Engineer, NCDOT, Div. Of Highways, 1584 Yanceyville Street, Greensboro, 27415-4996; Phone (336) 487-0076, Fax (336) 334-3637, chuskins@ncdot.gov |
| Columbia County, GA | Removal and Disposal of Disaster Debris | \$8,539,038.00 | 648,444 | February - August 2014 | Removal, collection, reduction, and disposal of over 500,000 CY of vegetative debris | Pam Tucker, Director, Columbia County Emergency & Ops Div, 650-B Ronald Reagan Drive, Evans, GA 30809, Phone (706) 868-3303, Fax (706) 868-3343, ptucker@columbiacountyga.gov |



Hidalgo County
Disaster Debris Clearance and Removal Services

| Owner & Location | Title of Work | Value | CY | Time Period | Description | Contact |
|--|--|----------------|---|-----------------------|---|--|
| City of Rapid City, SD; Rapid City, SD | Removal and Disposal of Eligible Disaster-Related Tree and Other Vegetative Debris | \$1,440,473.8 | 100,684 CY, 7,538 Hangers, 481 Leaners | October-December 2013 | Removal, collection, reduction, and disposal of over 100,000 CY of vegetative debris produced by early winter/ice storm within the City. | Ted Johnson, Public Works, 300 Sixth Street, Rapid City, SD 57701, 605-394-4154, 605-355-3083 (fax) ted.johnson@rcgov.org |
| City of Albemarle, NC; Albemarle, NC | Debris Removal and Processing | \$732,260.92 | 46,577.95 | July-September 2013 | Cleanup of debris and tree removal following June Microburst Storm. Removed and processed 46,500 CY of vegetative debris. | Nina Underwood, Interim PW Director, 704 Arlington Ave. Albemarle, NC 28002, Tel. (704)-984-9667, Fax (704)-986-6127, nunderwood@ci.albemarle.nc.us |
| City of Minneapolis, MN; Minneapolis, MN | Removal and Disposal of Eligible Disaster Debris | \$463,585.97 | 3,000+ Trees 800+ Stumps 2,000+ Loads of Debris | June - October 2013 | Citywide cleanup of wind-damaged trees. Removal of over 800 hazardous stumps, and hauling of over 2,000 loads of storm debris. | Randy Windsperger, Operations Manager, 3800 Bryant Ave. South, Minneapolis, MN 55409, Tel. (612) 499-9203, Fax (612) 370-4831. RWindsperger@MinneapolisParks.org |
| City of Worthington, MN; Worthington, MN | Post Ice Storm April 9-12, 2013 Disaster Response and Recovery Services | \$1,162,027.27 | 69,063.90 | April - June 2013 | Citywide cleanup of ice-damaged trees. Removed hazardous hangers from over 8500 trees, hauled over 60,000 CY of debris and removed 775 storm-damaged trees. | Craig Clark, City Administrator, 1300 Diagonal Road, Worthington, MN 56187, Tel. (507) 372-8622, cclark@ci.worthington.mn.us |
| City of Sioux Falls, SD; Sioux Falls, SD | Removal and Disposal of Eligible Disaster-Related Tree and Other Vegetative Debris | \$988,278.92 | 14,518.23 tons | April - June 2013 | Cleanup of winter storm debris from City ROWs including streets, roads, parks, and other maintained in-use public property and utility ROWs. | Scott Rust, Purchasing Manager, 224 West Ninth Street, Sioux Falls, SD 57117, Tel. (607) 367-8836, fax (605) 367-8490, srust@siouxfalls.org |
| Township of Scotch Plains, NJ; Scotch Plains, NJ | Disaster Debris Removal and Management Services | \$16,000.00 | | March - April 2013 | Grind stumps from Hurricane Sandy | Ray Poirio, 430 Park Avenue, Scotch Plains, NJ 07076; tel:908-322-6700, rpoirio@scotchplainsnj.com |
| City of Little Rock, AR; Little Rock, AR | Removal and Disposal of Snow Storm Debris | \$1,043,680.00 | 22,000 tons | February - April 2013 | Cutting, clean up, removal, hauling, reduction and disposal of trees, limbs, stumps and debris from public property (right-of-way and public access). Ceres finished 3 weeks ahead of schedule. | Eric Petty, P.E., Public Works Operations Manager, City of Little Rock, 3313 J.E. Davis Drive, Little Rock, AR 72209, Tel. (501) 918-3647, fax (501) 918-3670, epetty@littlerock.state.ar.us |



Hidalgo County
Disaster Debris Clearance and Removal Services

| Owner & Location | Title of Work | Value | CY | Time Period | Description | Contact |
|--|--|--------------|------------------|--------------------------------|--|---|
| City of Garwood, NJ; Garwood, NJ | Post Hurricane Sandy Tree Work | \$2,000.00 | 1,035.00 | December-12 | Loaded and hauled vegetative debris from City Right-of-Ways to disposal site. Removed hazardous hanging limbs and disposed of them with the other vegetative debris. | Christina Arémma, Assistant Administrator, 403 South Avenue, Garwood, NJ 07027, 908-789-0710, c-aremma@garwood.org |
| City of Mountainside, NJ; Mountainside, NJ | Post-Hurricane Sandy Cleanup | \$18,594.00 | 1,544.50 | December-12 | Load and haul debris caused by Hurricane Sandy on public Rights of Way to TDSRS or final disposal sites. | James Debbie, Jr., Public Works, 1385 US Hwy 22 East, Mountainside, NJ 07092; tel. 908-232-2400 |
| Township of Medford, NJ; Medford, NJ | ROW Vegetative Debris and Hazardous Trees Removal | \$76,186.00 | 9,183.70 | December-12 | Removal and disposal of eligible storm-generated vegetative debris. Removal of stumps, hanging limbs and hazardous trees. | Lt. Jeffrey Wagner, Emergency Management Coordinator, 91 Union Street, Medford, NJ 08055, tel. 609-479-8912, fax 609-654-5986, jwagner@medfordpolice.org |
| Town of Islip, NY; Islip, NY | Removal and Disposal of Damaged Household Contents and Storm Demolition Debris | \$57,277.51 | 690.54 tons | November - December 2012 | Collection and disposal of C&D debris and damaged household contents from homes severely impacted by Hurricane Sandy. | Alan Sanchez, VP of Operations, 401 Main Street, Islip, NY 11751, fax 631-224-5651 |
| Environmental Chemical Corp. (ECC); Staten Island, NY | Hurricane Sandy Relief Efforts / Debris Removal | \$184,571.55 | 1,480.31 tons | November-12 | Subcontractor to USACE prime contractor. Long haul of debris from Staten Island, NY to various DMS sites. | Barbara Gowney, 110 Fieldcrest Ave., Suite 31, Edison, NJ 08837, 908-595-1777 x26118 |
| St. Bernard Parish; St. Bernard Parish, LA | Post-Disaster Debris Removal In Support of Emergency Operations | \$385,297.69 | 23,510.00 | November - December 2012 | Debris Removal in support of emergency operations. Removed Stumps, Hangers and Trees. ROE work | David Peraita, Director of Homeland Security 8201 West Judge Perez Dr. Chalmette, LA 70043 |
| City of Denham, Springs; Denham Springs, LA | Post-Event Disaster Debris Removal Services | \$309,763.69 | 12,184.00 | September - October 2012 | Removed and hauled vegetative and C&D storm debris to DMS. Ground debris and hauled to final disposal site. Trimmed 100 hangers and removed 2 leaning trees. | Melvin Womack Purchasing Agent, 941 Government Drive, Denham Springs, LA 70727. |



Hidalgo County
Disaster Debris Clearance and Removal Services

| Owner & Location | Title of Work | Value | CY | Time Period | Description | Contact |
|---|---|----------------|------------|--------------------------------|--|--|
| Livingston Parish; Livingston Parish, LA | Debris Removal and Site Management for Debris Reduction and Emergency Roadway Clearance | \$202,476.98 | 15,891.05 | September - October 2012 | Removed and hauled vegetative and C&D debris and white goods from rights-of-way in Livingston Parish and the municipalities of Killian, Maurepas and Springfield. Vegetative debris was reduced by burning at the DMS before final disposal. | Mark Harrell, Director of Homeland Security and Emergency Management, 20355 Government Boulevard, Suite D, Livingston, LA 70754, Tel. (225) 686-3066, lohsep1@lbgov.com |
| City of Kenner, Kenner, LA | Post-Disaster Debris Collection, Processing and Disposal Services | \$794,073.00 | 53,862.01 | August - September 2012 | Removed and hauled vegetative and C&D debris to City landfill. Removed stumps. Due to possible contamination of bagged vegetative debris, the bags were treated as mixed debris, which required special equipment. | Mike Quigley, Chief Administrative Officer, 1801 Williams Boulevard, Suite B-200, Kenner, LA 70065. Tel. (504) 468-4090, fax (504) 468-7205, mquigley@kenner.la.us |
| Jefferson Parish; Jefferson Parish, LA | Collection, Processing and Disposal of Hurricane Isaac- Generated Storm Debris from Right- of-Ways in Unincorporated Jefferson Parish | \$1,503,843.22 | 125,148.89 | August - September 2012 | Removed and hauled vegetative and C&D debris from Parish rights-of-way to final disposal site. Removed hangers, leaning trees and hazardous stumps. | Mamie Winter, Director of Environmental Affairs, Jefferson Parish, 4901 Jefferson Highway, Suite E, Jefferson, LA 70121, Tel. (504) 736-8443, Fax (504) 731-4607, mwinter@jeffparish.net |
| Town of Brookfield; Brookfield, CT | Removal, Reduction & Disposal of FEMA- Eligible Debris | \$670,605.10 | 48,130.00 | November - December 2011 | Removed and hauled vegetative debris to DMS. Managed DMS, including debris already existing at site. Ground existing and new debris and disposed at approved landfill. | Ralph Tedesco, P.E., Director of Public Works, 100 Pocomo Road, Brookfield, CT 06804, 203-775-7318, rtedesco@brookfieldct.gov |
| Town of Simsbury; Simsbury, CT | Removal, Reduction & Disposal of FEMA- Eligible Debris | \$3,152,888.53 | 274,109.00 | November - December 2011 | Removed and hauled vegetative debris to DMS. Removed leaning trees. Managed DMS. Ground debris and disposed at approved landfill. | Thomas J. Roy, Director of Public Works, 933 Hopmeadow Street, PO Box 495, Simsbury, CT 06070, Tel. 860-658-3222, troys@simsbury-ct.gov |
| City of Greenville; Greenville, NC | Hurricane Irene Response and Recovery Efforts | \$998,911.57 | 113,512.30 | August - October 2011 | Performed debris removal and disposal and tree and limb trimming on City rights-of-way. Removed 71 trees, 2,111 hangers, and 113,512.3 CY of debris from Hurricane Irene. | Scott Godefroy, City Engineer, 1500 Beatty Street, NC 27834, Tel. 252-329-4525, Fax 252-329-4535, Cell 252-378-5606, sgodefroy@greenvillenc.gov |



Hidalgo County
Disaster Debris Clearance and Removal Services

| Owner & Location | Title of Work | Value | CY | Time Period | Description | Contact |
|--|--|----------------|------------|-------------------------------|---|--|
| Isle of Wight County; Isle of Wight County, VA | Hurricane Irene Debris Removal | \$31,716.65 | 5,145.65 | August - September 2011 | Storm Debris Removal, Reduction, and Site Management. Crews picked up debris from public Rights-of-Way and hauled it to the approved TDSR site. Once at the site debris was sorted into appropriate piles for final disposal or recycling. | Ralph Anderson, PO Box 80, Isle of Wight, VA 23397, 757-377-9579, 757-365-1652, randerson@isleofwightus.net |
| U.S. Army Corps of Engineers; Ward County, ND | Removal of Emergency Levees | \$1,200,357.00 | | August - September 2011 | Provided all labor, equipment and materials for proper removal of emergency levees, rock and rubble and removal and disposal of sandbags and Hesco Bastions. Structures were constructed during the spring 2011 flood fight in Ward County. | Kevin P. Henricks, Contracting Officer, St. Paul District 180 5th Street East, St. Paul, MN 55101-1678, 651-290-5414, kevin.p.henricks@usace.army.mil |
| U.S. Army Corps of Engineers; Minot, ND | Removal of Emergency Levees | \$3,436,312.00 | | August - September 2011 | Provided all labor, equipment and materials for removal and proper disposal of emergency levees and associated materials from Reach 1, Reach 2, Reach 3 and three public schools. Levees were constructed during spring 2011 flood fight in Minot, ND. | Kevin P. Henricks, Contracting Officer, St. Paul District 180 5th Street East, St. Paul, MN 55101-1678, 651-290-5414, kevin.p.henricks@usace.army.mil |
| City of Leeds; Leeds, AL | Debris Removal Services following the April 2011 tornadoes | \$83,040.00 | 2,693.55 | June - July 2011 | Removal and hauling of tornado debris from right-of-ways in Leeds, AL. Removed 2,693 CY of debris and trimmed 51 trees. | David Coyne, City of Leeds, Leeds City Hall, 1040 Park Drive Leeds, AL 35094. 205-669- 2585. dcoyne@leedsalabama.gov |
| U.S. Army Corps of Engineers; Lawrence and Limestone Counties, AL | Debris Removal and Reduction for the affected areas for the 2011 Alabama Spring Tornadoes | \$2,542,318.18 | 108,214.00 | June - August 2011 | Private Property Debris removal of vegetative, C&D, and stumps from properties in Lawrence and Limestone Counties, AL. Removed 108,000 CY of vegetative and C&D debris and 306 stumps. | Dianne Allen, Contracting Officer, 7400 Leake Ave. New Orleans, LA 70118, (504) 862-1120, dianne.allen@mnv02.usace.army.mil |



Hidalgo County
Disaster Debris Clearance and Removal Services

| Owner & Location | Title of Work | Value | CY | Time Period | Description | Contact |
|---|--|-----------------|--------------|------------------------------------|---|--|
| Jefferson County; Jefferson County, AL | Tornado Debris Removal and Disposal Services | \$11,245,998.00 | 1,191,553.80 | May - July 2011 | Removal and hauling of tornado debris from right-of-ways in Jefferson County, Vestavia Hills, Warrior, Mountain Brook, and Pleasant Grove. Reduce debris at TDSRs and haul to approved final disposal sites. Removed and processed 1,191,553 CY of debris. Employed 27 local and small-business subcontractors and vendors. | James A. (Jirmitte) Stephens, County Commissioner, 716 Richard Arrington Jr. Blvd North, Birmingham, AL 35203, Tel. 205-325- 5556; Fax 205-325-4860; stephensj@jccal.org |
| City of Jasper; City of Jasper, AL | Tornado Debris Removal and Disposal Services | \$669,247.00 | 59,890.00 | April - July 2011 | Performed 70-hour push and vegetative debris removal from right- of-ways in the City of Jasper, Alabama. | Joe Matthews, Director of Public Works, City Hall Annex, 1814 4th Avenue, Jasper, AL 35501. Tel. 205-221-8529. jmatthews@jasperscity.com |
| French Red Cross; Port-au-Prince, Haiti | Debris and Rubble Removal and Site Cleanup | \$59,850.00 | | March - April 2011 | Debris and rubble removal at 44 plots at 4 sites in the greater Port-au-Prince area. Work was performed using local labor. | Florent del Pinto, 98 rue Didot, 75014 Paris |
| Government of Haiti; Truiter Landfill, Port- au-Prince, Haiti | Construction, operation and maintenance of a TDSR site and processing of scrap in the Truiter landfill | \$11,423,814.00 | 4.15 M CY | February 2011 - January 2013 | Converted 30 acres of a 500-acre uncontrolled MSW landfill into a earthquake debris receiving and processing site. Other contractors and NGOs work at the site and must be collaborated with to ensure maximum safety and efficiency for all operations. Work involves processing of rubble, traffic control, health and safety, and environmental management. | Garry Jean, ING, Coordonateur, Ministere des Travaux Publics Transports et Communications, Unite Centrale d'Execution, 23 et 10, Angle Ruelle Wilson, Port au Prince, Haiti. Tel. 5092223240, fax 5092030321, garrija@gmail.com |
| Commonwealth of Kentucky; Hardin and Livingston Counties, KY | Ice Storm Debris Removal and Disposal | \$1,800,000.00 | | February 2009 - May 2009 | Trim, load, and haul vegetative ice storm debris from rights-of-way in two Kentucky counties, Hardin and Livingston. Deliver debris to approved dump-site. | Thomas M. Hines P.E., District One - Smithland Section Engineer, Project Delivery and Preservation II, 811 US 60E, Smithland, KY 42081, Tel. (270) 928-4301, Fax (270) 928-3291 |
| City of Lake Jackson, TX; Lake Jackson, TX | Grinding of Hurricane Ike Vegetative Debris | \$157,600.00 | | January 2009 - February 2009 | Grinding of Hurricane Ike vegetative debris at City TDSR site and final disposal. | Craig Nisbett, Public Works Director, City of Lake Jackson, 25 Oak Drive, Lake Jackson, TX 77566, (979) 415-2430, crnisbett@ci.lake- jackson.tx.us |



Hidalgo County
Disaster Debris Clearance and Removal Services

| Owner & Location | Title of Work | Value | CY | Time Period | Description | Contact |
|--|---|-----------------|-----------|--------------------------------|---|--|
| U.S. Army Corps of Engineers; Vermilion Parish, LA | Hurricane Ike Debris Removal and Disposal | \$649,000.00 | 24,956.00 | October 2008 – November 2008 | Load and haul hurricane debris from Parish right-of-ways. Load and haul white goods and tires. Deliver debris to approved dump-site. | Timothy Black, Contracting Officer, U.S. Army Corps of Engineers, Tel. (504) 862-2912, timothy.black@mvn02.usace.army.mil |
| Chambers County, TX; Chambers County, TX | Hurricane Ike Debris Removal and Disposal | \$8,450,673.00 | 341,024 | September 2008 – November 2008 | Load and haul hurricane debris from County right-of-ways and collection sites. Trim or remove leaning trees, hanging limbs, and hazardous stumps. Load and haul white goods. Deliver debris to approved dump-site. Provide meals and base camps for County staff. | Jerry Sparks, County Auditor, PO Drawer H, Anahuac, TX 77514, Tel. (409) 267-2405, fax (409) 267-4434, jsparks@co.chambers.tx.us |
| U.S. Army Corps of Engineers; Galveston, Harris and Chambers Counties, Texas | Hurricane Ike Debris Management Services | \$3,566,179.00 | 88,308.00 | September 2008 – October 2008 | Clear roadways for emergency vehicle access. Load and haul hurricane debris from area right-of-ways. Deliver debris to approved dump-site. | Timothy Black, Contracting Officer, U.S. Army Corps of Engineers, Tel. (504) 862-2912, timothy.black@mvn02.usace.army.mil |
| City of Baton Rouge / East Baton Rouge Parish; Baton Rouge, LA | Hurricane Gustav Debris Removal | \$17,986,892.00 | 1,956,055 | September 2008 – December 2008 | Load and haul hurricane debris from City and Parish right-of-ways. Trim or remove leaning trees, hanging limbs, and hazardous stumps. Deliver debris to approved dump-site. | Bob Hearn, P.E., Department of Public Works, City of Baton Rouge/Parish of East Baton Rouge, PO Box 1471, Baton Rouge, LA 70821, Tel. (225) 389-5456, Fax (225) 389-5460, bhearn@brgov.com |
| Jefferson Parish; Jefferson Parish, LA | Hurricane Gustav Debris Hauling and Removal | \$1,600,000.00 | | September 2008 – February 2009 | Load and haul hurricane debris from Parish right-of-ways, including the cities of Lafitte, Grand Isle, Barataria, and Crown Point. Trim or remove leaning trees, hanging limbs, and hazardous stumps. Deliver debris to approved dump-site. | Marnie Winter, Director of Environmental Affairs, Jefferson Parish, 4901 Jefferson Highway, Suite E, Jefferson, LA 70121, Tel. (504) 731-4612, Fax (504) 731-4607 |
| Cameron County; Cameron County, TX | Hurricane Dolly Debris Removal and Disposal | \$5,168,366.00 | 408,925 | July 2008 – September 2008 | Load and haul hurricane debris from County right-of-ways. Deliver debris to Temporary Debris Staging and Reduction Site (TDSRS). Reduce debris by burning. | Humberto Barrera, Emergency Management Coordinator, 1100 E. Monroe St., Brownsville, TX 78520, Tel. 956-547-7000 fax (956) 547-7006, humberto.barrera@co.cameron.tx.us |
| City of Waterloo; Waterloo, IA | Flood Debris Removal and Disposal | \$182,080.00 | | June 2008 – July 2008 | Load, haul, and dispose of all flood debris, white goods, household hazardous waste, and sandbags from City right-of-ways and avenues. | Jamie Knutson, P.E., Associate Engineer, 715 Mulberry Street, Waterloo, IA, Tel. 319-291-4312, Fax. 319-291-4262 |



Hidalgo County
Disaster Debris Clearance and Removal Services

| Owner & Location | Title of Work | Value | CY | Time Period | Description | Contact |
|---|--|-------------|----------|------------------------------------|---|--|
| City of Broken Arrow; Broken Arrow, OK | Dec 2007 ice Storm Hauling | \$6,765.00 | | May-08 | Hauling of storm debris from December 2007 ice storm to disposal site. | David L. Wooden, PE, Engineering/Construction Director, City of Broken Arrow, PO Box 610, Broken Arrow, OK 74013, (918) 259-2400 |
| City of Broken Arrow; Broken Arrow | Debris Hauling resulting from a winter storm | \$55,539.00 | | March-08 | Hauling of storm debris from December 2007 ice storm to disposal site. | David L. Wooden, PE, Engineering/Construction Director, City of Broken Arrow, PO Box 610, Broken Arrow, OK 74013, (918) 259-2400 |
| City of Broken Arrow; Broken Arrow | Debris Hauling resulting from a winter storm | \$53,954.09 | | February 2008 - March 2008 | Hauling of storm debris from December 2007 ice storm to disposal site. | David L. Wooden, PE, Engineering/Construction Director, City of Broken Arrow, PO Box 610, Broken Arrow, OK 74013, (918) 259-2400 |
| City of Broken Arrow; Broken Arrow | Debris Hauling resulting from a winter storm | \$8,994.98 | | January-08 | Hauling of storm debris from December 2007 ice storm to disposal site. | David L. Wooden, PE, Engineering/Construction Director, City of Broken Arrow, PO Box 610, Broken Arrow, OK 74013, (918) 259-2400 |
| City of Nichols Hills; Nichols Hills, OK | Ice Storm Debris Removal and Disposal | \$32,102.00 | | December 2007 - January 2008 | Load and haul ice storm debris from City right-of-ways. Deliver debris to final disposal site. | Charles Hooper, Public Works Director, 1009 NW 75th, Nichols Hills, OK, Tel. 405-843- 5222, Fax. 405-842-1344 |
| Town of Lady Lake; Lady Lake, FL | Tornado Response, Debris Clearing, Hauling and Tree Trimming | \$67,419.00 | 6,485.38 | February 2007 | Load and haul tornado debris from Town right-of-ways. Deliver debris to final disposal site. | Peggy Smith, Public Works Assistant, Municipal Complex, 409 Fennell Blvd, Lady Lake, FL 32159, Tel. 352-752-1526, Fax. 352-751-1595 |
| City of Republic; City of Republic, MO | Cut & Push | \$7,431.25 | | January-07 | Ice storm debris initial 70-hour cut and push. Included cutting, trimming and removing overhanging tree limbs and other clean woody debris to the edge of pavement or back of curb; cutting necessary to obtain a clear vertical height of 16'. Work area was within the City limits of Republic street right- of-ways. | |
| LADOT; Washington Parish | Debris Removal and Disposal | \$98,100.00 | | October 2006 - December 2006 | District 62 Debris removal, reduction and disposal on various routes in Washington Parish. | |
| LADOT; St. Tammany Parish | Debris Removal, Reduction and Disposal | \$83,100.00 | | August-06 | ROW vegetative, C&D, white goods, and hazardous waste hauling along various routes in St. Tammany Parish. | |



Hidalgo County
Disaster Debris Clearance and Removal Services

| Owner & Location | Title of Work | Value | CY | Time Period | Description | Contact |
|---|--|------------------|------------|---------------------------------|--|---|
| City of Palm Beach Gardens, Palm Beach Gardens, FL | Hurricane Wilma Debris Removal and Reduction | \$1,549,239.00 | 121,421.67 | October 2005 - February 2006 | Load and haul hurricane debris from City right-of-ways. Deliver debris to Temporary Debris Staging and Reduction Site (TDSRS). Reduce debris by grinding. | David Reyes, Operations Director, 10500 N. Military Trail, Palm Beach Gardens, FL 33410, Tel. 561-804-7015, Fax 561-799-4211, dreyes@pbgrfl.com |
| U.S. Army Corps of Engineers; Florida (2 counties) | Emergency Temporary Roofing | \$2,471,425.00 | | October 2005 - February 2006 | Following Hurricane Wilma, Ceres installed temporary roofs in Miami-Dade and Monroe counties. Ceres received a "very good" rating from the Corps while maintaining its record of no serious injuries and no lost time injuries in its roofing projects. | Jose Rosado, Contracting Officer, 747-841-3181, jose.m.rosadosaj02@usace.mil |
| City of Biloxi; Biloxi, MS | Hurricane Katrina Debris Clearance, Collection, Reduction and Disposal | \$4,528,014.00 | | September 2005 - January 2006 | Following Hurricane Katrina, Ceres was selected as one of three contractors to collect, load and hauled debris from the City's rights of way. Ceres crews completed their sector well ahead of the other contractors. | Jonathan Kiser, jkiser@neel.schaffer.com |
| City of Brooklyn Park; City of Brooklyn Park | Storm Debris Hauling | \$120,000.00 | | September 2005 - November 2005 | Storm Debris Hauling | |
| U.S. Army Corps of Engineers; Louisiana (11 Parishes) | Hurricane Katrina Debris Haul, Reduction, & Disposal | \$449,313,380.23 | 13,439,358 | September 2005 - September 2007 | Various tasks for hurricane recovery including: Load and haul hurricane debris from City right-of-ways, load and haul debris from private property, manage TDSRS sites, reduce debris by grinding/chipping, reduce debris by burning, trim and remove hazardous trees and limbs, remove and recycle Freon, recycle white goods, remove hazardous materials, demolish damaged properties. Ceres received an "Outstanding" evaluation from the U.S. Army Corps of Engineers for its work in Louisiana after Katrina. | Jean Todd, Contracting Officer, U.S. Army Corps of Engineers, Tel. 504-681-2331, fax 901-544-3710, email Jean.F.Todd@mvm02.usace.army.mil |



Hidalgo County
Disaster Debris Clearance and Removal Services

| Owner & Location | Title of Work | Value | CY | Time Period | Description | Contact |
|---|---|-----------------|------------|---|---|---|
| Terrebonne Parish; Terrebonne Parish, LA | Hurricane Katrina Debris Hauling and Reduction | \$710,137.00 | | August 2005 - October 2005 | Load and haul hurricane debris from Parish right-of-ways. Deliver debris to Temporary Debris Staging and Reduction Site (TDSRS). Reduce debris by burning. | Eulin Guidry, Solid Waste Administrator, TPCG, Utilities Department, P.O. Box 6097, Houma, LA 70361, Tel. 985-873-6740, Fax 985-873-6760, sboudwin@tpcg.org |
| U.S. Army Corps of Engineers; 32 Counties in Mississippi | Emergency Temporary Roofing | \$55,513,216.00 | | August 2005 - January 2006 | Installation of roof repairs to more than 21,000 homes and buildings damaged by Hurricane Katrina. Through an implemented special training program and intensified inspection, Ceres was able to maintain a high rate of production while also keeping an excellent safety record. | Archie Ringgenberg, Contracting Officer, U.S. Army Corps of Engineers, 1222 Spruce Street, Rm 4.207, Tel. 314-331-8505, archie.c.ringgenberg@mvs02.usace.army.mil |
| City of Deltona; Deltona, FL | Hurricane Debris Grinding | \$606,756.74 | 505,630.00 | October-04 | Ground 505,630 CY of debris. | |
| City of Hollywood; Hollywood, FL | Grinding of Hurricane Debris | \$18,899.25 | 49,650.00 | October-04 | Grinding of Hurricane Debris | |
| City of Orange Beach; Orange Beach, AL | Hurricane Ivan Debris Removal | \$1,640,313.56 | 176,090.00 | October-04 | Loaded and hauled 176,090 CY of hurricane debris from City right of ways. Delivered debris to TDSRS. | |
| City of Plantation (Subcontractor to DRG Inc.); Plantation, FL | Grinding | \$81,600.00 | 68,000.00 | September- 04 | Grinding hurricane debris | Aixa Vasquez, President, 556 Long Shoals Road, Arden, NC 28704. Tel. 828-684-3961, aixa@drgis.com |
| Palm Beach County; Palm Beach County, FL | Hurricanes Frances and Jeanne Debris Removal and Disposal | \$4,023,393.00 | 404,927.00 | September 2004 - December 2004 | Collection and disposal of debris generated from two Hurricanes, Frances and Jeanne. Ceres removed vegetative and demolition debris from County-maintained roadways and rights-of-way and hauled it to a Temporary Debris Storage and Reduction Site (TDSRS). Ceres crews collected and hauled 404,927 cubic yards of debris including 679 stumps up to 9 feet in diameter. | John Arohambo, Director of Customer Info Services, Solid Waste Authority, 7501 N. Jog Road, West Palm Beach, FL 33412, Tel. 561- 697-2700, Fax 561-315-2010, jaroahambo@swa.org |



Hidalgo County
Disaster Debris Clearance and Removal Services

| Owner & Location | Title of Work | Value | CY | Time Period | Description | Contact |
|--|---|-----------------|------------|--------------------------------|--|--|
| U.S. Army Corps of Engineers; Florida (13 counties) | Hurricane Frances Temp Roof Contract W91278-04-D-0058 | \$48,928,565.00 | | September 2004 - January 2005 | After Hurricanes Frances and Jeanine struck Florida less than six weeks after Charlie, Ceres won another contract for temporary roof installation. Ceres once again hired multiple local residents and maintained its safety record of no serious injuries or lost time incidents, while completing all temporary roofing contract obligations. | Mike Abeln, Contracting Officer, 251-690-2471, michael.t.abeln@sam.usace.army.mil |
| U.S. Army Corps of Engineers; Florida (4 counties) | Emergency Temporary Roofing | \$3,980,400.03 | | September 2004 - January 2005 | After Hurricanes Charley struck Florida, Ceres won a contract to install temporary roofing in four counties of southern Florida. Ceres supervised its own crews as well as its subcontractors, including many local companies providing work for affected residents. Ceres maintained its safety record of no serious injuries or lost time incidents. | |
| City of Deltona (Subcontractor to DRG Inc.); Deltona, FL | Grinding | \$497,398.75 | 395,323.00 | September 2004 - November 2004 | Vegetative Storm Debris Grinding | Aixa Vasquez, President, 556 Long Shoals Road, Arden, NC 28704. Tel: 828-684-3961, aixa@drgrts.com |
| City of Sanford (Subcontractor to DRG Inc.); Sanford, FL | Hurricane Charley Debris Hauling | | 102,000.00 | August-04 | Load and haul hurricane debris. | Aixa Vasquez, President, 556 Long Shoals Road, Arden, NC 28704. Tel: 828-684-3961, aixa@drgrts.com |
| Collier County; Collier County, FL | Hurricane Charley Debris Removal and Disposal | \$62,521.00 | | August 2004 | Removed debris from County-maintained roadways and rights-of-way and hauled debris to the Temporary Debris Storage and Reduction Site (TDSRS) it managed. | Larry Berg, Waste Management, Inc., 4500 Exchange Ave., Naples, FL 34104, Tel: 239-849-8638 ext. 243, sbradley2@wm.com |
| City of Arlington, TX; Arlington | Grind storm debris | \$21,500.00 | | July-04 | Grinding brush, logs, and fencing debris from an ice storm. | Alan Jones, Arlington Landfill, Euless, TX |



Hidalgo County
Disaster Debris Clearance and Removal Services

| Owner & Location | Title of Work | Value | CY | Time Period | Description | Contact |
|---|--|----------------|----|------------------------------------|--|---|
| Town of Windsor/ Southeast Virginia Public Service Authority, Windsor, VA | Hurricane Isabel Debris Hauling, Reduction and Disposal | \$49,233.00 | | November 2003 - January 2004 | Collected hurricane-related debris from within the Town of Windsor, VA, and reduced and lawfully disposed of said debris in accordance with contract terms. All debris was ticketed and signed off by on-site inspectors and was reduced and disposed by Ceres. | James A. Randolph, Assistant to the Town Manager, 8 East Windsor Boulevard, Windsor, VA 23487, Tel. 757-242-4288, Fax 757-242-9039, jrandolph@windsor-va.gov |
| Isle of Wight County/ Southeast Virginia Public Service Authority, Isle of Wight County, VA | Hurricane Isabel Debris Removal and Disposal | \$2,806,390.00 | | October 2003 - March 2004 | Ceres removed debris from County- maintained roadways and rights-of- way and hauled it to the Temporary Debris Storage and Reduction Site (TDSRS) it managed. At the TDSRS, Ceres received debris hauled in by citizens, supplied the inspection tower, reduced the debris through air curtain incineration and by tub grinding, and hauled out the ash and wood chips to County-selected disposal sites. A significant number of local County residents were hired as temporary employees to perform work on this contract. | Donald Long, Director of Public Works, P.O. Box 80, Isle of Wight, VA 23397, Tel. 757- 357-3191, Fax 757-365-6217 |
| Memphis City Schools; Memphis City Schools. | Storm Damage Tree Trimming | \$90,411.25 | | October 2003 - November 2003 | Removal of unsafe tree conditions created by the wind storm of July 22, 2003. Work consisted of removal of fallen trees, broken trees, leaning trees, bent trees, broken and hanging limbs, and cracked limbs, and grinding of stumps. | Memphis City Schools, Memphis, TN |



Hidalgo County
Disaster Debris Clearance and Removal Services

| Owner & Location | Title of Work | Value | CY | Time Period | Description | Contact |
|---|---|--------------|----|------------------------------------|--|---|
| Town of Smithfield/ Southeast Virginia Public Service Authority, Smithfield, VA | Hurricane Isabel Debris Hauling, Reduction and Disposal | \$272,201.00 | | October 2003 - February 2004 | Removal and disposal of debris, street, and sewer rights-of-way. The debris was loaded and hauled to a Temporary Disposal Staging and Reduction Site where Ceres reduced the debris through air curtain incineration and tub grinding. Ceres hauled the resulting ash and wood chips to a permitted disposal site. The work was performed with a minimum of road closure and using standard traffic control methods. | William T. Hopkins, III, CZO, Director of Planning, Engineering and Public Works, 310 Institute Street, P.O. Box 246, Smithfield, VA 23431, Tel. 757-365-4200, Fax 757-357- 9933, bhopkins@smithfieldva.gov |
| City of Spartanburg, Spartanburg, South Carolina | Grinding of winter storm debris | \$29,374.00 | | May 2003 - June 2003 | Grinding Ice Storm Debris | Carl Wright, Purchasing Director, PO Box 1749, Spartanburg, SC 29304, Tel: 864-596- 2049, Fax: 864-596-2365 |
| City of York; Grind - County of York, SC | Grind Vegetative Waste/Ice Storm Debris | \$35,000.00 | | May 2003 - | Grind vegetative waste/Ice Storm debris | Charles Helms, Public Works Director, PO Box 180, York, SC 29745, Tel. 803-684-2341 |
| City of Asheboro; City of Asheboro, NC | Clearing Tree Obstructions from Sewer ROWs | \$139,512.06 | | April 2003 - May 2003 | Clearing trees from sewer ROW's caused by ice storm in Dec 2002. | John Ogburn III, City Manager, 146 North Church Street, Asheboro, NC 27204 |
| City of Raleigh, NC; Small Greenways, Raleigh, NC | Winter Storm Tree Trimming and Debris Removal and Disposal | \$324,470.00 | | March 2003 - April 2003 | Trimming damaged trees, removing hazardous trees, disposing of wood waste. Three separate contracts for emergency disaster area clean-up following a major ice storm. Throughout the duration of this project, Ceres met or exceeded rigorous production standards. This contract was performed in an urban setting with traffic, access, and public relations issues to deal with. The jobs were performed on schedule with a good safety record. | Robert Vinay, Southtech, PC, c/o Raleigh Parks and Recreation, 804 Salem Woods Dr., Ste 202, Raleigh, NC 27615, Tel. 919-845- 4855 |
| City of Raleigh, NC; Lake Wheeler Park, Raleigh | Tree Removal Work | \$24,277.00 | | March 2003 - April 2003 | Tree removal and trimming caused by Dec 02 Ice Storm. | Gail Smith, City Clerk/Treasurer, 222 West Hargett Street, Raleigh, NC 27602, Tel. 919- 890-3040 |



Hidalgo County
Disaster Debris Clearance and Removal Services

| Owner & Location | Title of Work | Value | CY | Time Period | Description | Contact |
|--|---|--------------|----|--|--|--|
| Frankfort, KY Dist 6; Rowan County, KY | Winter Storm Debris Removal and Disposal | \$467,828.00 | | March 2003 - May 2003 | Crews of laborers, chain saw operators, bucket trucks, grapple loading trucks, and dump trucks removed and hauled tree debris from the rights-of-way in Greenup County in District 9 which resulted from an ice storm. The debris was taken to a Temporary Debris Storage and Reduction Site (TDSRS) where it was reduced through incineration. | Tim Stevens, Superintendent of State Highways, Rowan County, 2324 Flemingsburg Road, Morehead, KY 40351, Tel. 606-784-8565 |
| City of Cherryville; Town of Cherryville, North Carolina | Winter Storm Debris Removal and Disposal | \$29,800.00 | | February 2003 - March 2003 | Citywide debris cleanup | Brandon Abernathy, Public Works Dir, 116 South Mountain St., Cherryville, NC 26021, Tel. 704-435-1700, Fax. 704-435-1707 |
| City of Raleigh, NC; Pullen Park; Raleigh NC | Tree Removal Work | \$67,666.00 | | February 2003 - March 2003 | Removal of hangers and unsafe trees | Wayne Schindler, Parks Division, 222 West Hargett Street, Raleigh, NC 27602, Tel. 919- 872-4115 |
| City of Spartanburg; City of Spartanburg, SC | Ice Storm Cleanup | \$56,722.50 | | February-03 | Pickup and hauling of storm debris. | April Bradley, Procurement & Property Management, PO Box 1740, Spartanburg, SC 20304, Tel. 864-596-3040, Fax. 864-590- 2985 |
| City of Shelby; Shelby, North Carolina | Winter Storm Debris Removal and Disposal | \$284,000.00 | | December 2002 - January 2003 | Debris Removal generated by ice Storm. | Bernadette Parduski, Administrative Assistant, PO Box 207, Shelby, NC 28151, Tel. 704-484-6801, Fax. 704-484-6871 |
| Town of Cary, Cary NC | Grind Wood Debris from Ice Storm | \$164,500.00 | | December 2002 - March 2003 | Ice Storm wood debris grinding. | Scott Hecht, Solid Waste Division Manager, 400 James Jackson Ave., Cary, NC 27512, Tel. 919-469-4388 |
| Town of Garner; Garner NC | Debris Removal Services | \$202,301.01 | | December 2002 - February 2003 | Ice Storm Debris Removal - Citywide | Paul Cox, Town Manager, 900 7th Ave, Bldg A, Garner, NC 27529, Tel. 919-772-4688 |
| Town of Zebulon; Zebulon, North Carolina | Winter Storm Debris Removal and Disposal, Hazardous Tree trimming | \$111,790.13 | | January 2003 - February 2003 | Citywide Ice Storm Cleanup | Chris Ray, Asst. Public Works Director, 450 E. Horton St, Zebulon, NC 27597, Tel. 919- 269-5285, Fax. 919-269-2617 |
| City of New Iberia; New Iberia LA; Gordon's | Haul hurricane debris | \$9,313.00 | | October-02 | Cleanup and disposal of debris within the City of New Iberia and Parish of Iberia | Gordon's Landfill |



Hidalgo County
Disaster Debris Clearance and Removal Services

| Owner & Location | Title of Work | Value | CY | Time Period | Description | Contact |
|---|--|----------------|----|-------------------------------------|--|--|
| Town of Sunset, Town of Sunset LA | Haul Hurricane Debris | \$12,300.00 | | October 2002 - November 2002 | Haul hurricane debris from town right- of-ways. | Town of Sunset, LA |
| City of Arlington, TX; Arlington, TX | Storm Debris Hauling | \$64,286.00 | | September- 02 | Ice storm debris hauling | |
| City of Hobart; Hobart, OK | Winter Storm Debris Hauling and removal | \$173,204.00 | | February 2002 - March 2002 | Ice storm cleanup using bucket trucks, loaders and haul trucks, within City Limits. Haul debris to Temporary Debris Staging and Reduction Site (TDSRS). | Milt Brown, City Manager, 529 S. Bailey Street, Hobart, OK 73651, Tel. 580-726-2955 |
| City of Kansas City; Kansas City, MO | Winter Storm Debris Hauling and Removal | \$5,181,541.00 | | February 2002 - April 2002 | Load and haul ice storm debris from City right-of-ways. Deliver debris to Temporary Debris Staging and Reduction Site (TDSRS). | Mark McHenry, Director, Parks and Recreation Department, 4600 East 63rd Street, Kansas City, MO 64130, Tel. 816-513- 7500, Fax 816-513-7719, mark_mchenry@kcmo.org |
| U.S. Department of Agriculture; Seminole County, OK | Winter Storm Debris Removal and Disposal | \$1,049,918.00 | | September 2001 - January 2002 | Crews of laborers, chain saw operators, excavator operators, skid- steer operators, grapple loading trucks, and dump trucks removed and hailed tree debris from the streambeds and watershed areas in agricultural and rural areas of Oklahoma which resulted from an ice storm. The debris was taken to a Temporary Debris Storage and Reduction Site (TDSRS) where it was reduced through incineration. | Tim Miller, First National Center, Site 105, McAlester, OK 74501, Tel. 918-423-8730, Fax 918-423-1542, timothy.miller@ok.usda.gov |
| City of Oshkosh; Oshkosh, WI Parks | Tree Removal | \$92,463.00 | | July 2001 - September 2001 | Removal of damaged trees and limbs from municipal parks. | |
| City of Oshkosh; City of Oshkosh, WI | Stump Removal | \$48,142.00 | | July 2001 - September 2001 | Removal of stumps by grinding from municipal cemetery. | |
| City of Granite Falls; Granite Falls, MN | Debris Hauling resulting from a tornado | \$5,630.00 | | July 2001 - August 2001 | Load and haul construction and demolition (C&D) debris and vegetative debris from City rights of way to a temporary debris staging and reduction site (TDSRS). | Public Works Director, Granite Falls, MN |



Hidalgo County
Disaster: Debris Clearance and Removal Services

| Owner & Location | Title of Work | Value | CY | Time Period | Description | Contact |
|--|--|----------------|----|----------------------------------|---|--|
| City of Oshkosh, Oshkosh, WI | Wind Storm Tree and Stump Debris Removal | \$252,191.00 | | July 2001 - September 2001 | Removal of damaged trees and limbs from municipal cemetery | Don LaFontaine, Purchasing Manager, City of Oshkosh, 215 Church Ave., PO Box 1130, Oshkosh, WI 54903, (920) 236-5100 |
| U.S. Army Corps of Engineers; Fountainhead State Park, OK | Ice Storm Debris Trimming and Removal | \$34,000.00 | | April 2001 - June 2001 | Perform clean up of ice storm debris in an Oklahoma Tourism and Recreation Department Park; cleanup administered by USACE. Trim damaged trees, remove vegetative matter debris from park. | Sue Hughart, Park Manager, Fountainhead State Park, Checotah, OK 74426, (918) 689- 5311 |
| U.S. Army Corps of Engineers; Beaver's Bend State Park, OK | Ice Storm Debris Trimming and Removal | \$40,820.00 | | April 2001 - June 2001 | Perform clean up of ice storm debris in an Oklahoma Tourism and Recreation Department Park; cleanup administered by USACE. Trim damaged trees, remove vegetative matter debris from park. | Terry Walker, Park Manager, Beaver's Bend State Park, Broken Bow, OK 74426, (580) 494-6300 |
| Muskogee County; Muskogee County, OK | Ice Storm Debris Removal and Disposal | \$1,300,000.00 | | March 2001 - June 2001 | Load and haul ice storm debris from County right of ways. Trim damaged limbs, remove trees with over 50% damage. Operate TDSRS using burning for reduction. | Gene Wallace, Chairman, Muskogee County Board of Commissioners, Muskogee, OK 74402, (918) 682-7781 |
| Red River County, Red River County, TX | Debris Removal (Contract Add-On) | \$265,000.00 | | March 2001 - May 2001 | Removal of ice storm debris from County right of ways. Grind or chip debris and legally dispose of debris. | Linda J. Barnes, Asst. Dist. Maint. Mgr (TDOT), 1365 N Main St, Paris, TX 75460, Tel. 903-737-9300 |
| Texas Department of Transportation; Red River County, TX | Ice Storm Debris Removal and Disposal | \$265,000.00 | | March 2001 - May 2001 | Removal of ice storm debris from County right of ways. Grind or chip debris and legally dispose of debris. | Linda J. Barnes, Assistant District Maintenance Manager, Texas Department of Transportation, (903) 737-9300 |
| City of Atlanta; Atlanta, TX | Ice Storm Debris Removal and Hauling | \$76,293.00 | | February 2001 - March 2001 | Load and haul vegetative debris resulting from Ice Storm in December 2000. Trim trees of damaged branches using bucket trucks and chain saw operators. Deliver debris to a Temporary Debris Staging and Reduction Site (TDSRS). | Mike Ahrens, City Manager, City of Atlanta, Texas 75551, (903) 796-2192 |
| City of Denison; Denison, TX | Ice Storm Debris Removal and Hauling | \$8,300.00 | | February-01 | Load and haul ice storm debris under the direction of the City to Temporary Debris Staging and Reduction Site (TDSRS). | Jerry White, Public Works Director, City of Denison, TX 75021, (903) 465-2720 |



Hidalgo County
Disaster Debris Clearance and Removal Services

| Owner & Location | Title of Work | Value | CY | Time Period | Description | Contact |
|---|--|----------------|----|------------------------------|--|---|
| City of McAlester, McAlester, OK | Ice Storm Debris Reduction and Disposal | \$54,272.00 | | February 2001 - May 2001 | Grind vegetative matter resulting from Ice Storm using tub grinder | David R. Medley, PE, Assistant City Engineer, McAlester, OK 74502, (918) 423-9300 |
| Texas Department of Transportation; Lamar County, TX | Ice Storm Debris Removal, Reduction and Disposal | \$234,000.00 | | February 2001 - May 2001 | Clear ice storm debris from County right of ways, chip or grind debris, and legally dispose of debris. | Linda J. Barnes, Assistant District Maintenance Manager, Texas Department of Transportation, (903) 737-9300 |
| U.S. Army Corps of Engineers; Gilham Lake, AR | Ice Storm Debris Removal, Reduction and Disposal | \$79,500.00 | | February 2001 - April 2001 | Perform ice storm clean up in park area maintained by USACE. Trim damaged trees and branches, remove vegetative debris to a Temporary Debris Staging and Reduction Site (TDSRS), grind debris using tub grinder, move mulch. | Judy A. Anderson, Contracting Officer, USACE, Little Rock District, (501) 324-7167 |
| City of Goldsboro; Goldsboro, NC | Hurricane Floyd Debris Reduction and Disposal | \$248,464.46 | | October 1999 - February 2000 | Provide reduction of vegetative debris and stumps, by grinding of said materials, for the City of Goldsboro, after Hurricane Floyd. Sorting paper, plastic, and dirt from the vegetation prior to grinding and the grinding/chipping of all vegetation to include stumps. | E. Lee Worsley, Jr., Assistant City Manager, Goldsboro, NC 27530, (919) 735-6121 |
| North Carolina Department of Transportation; Wayne County, NC | Hurricane Floyd Emergency Cleanup, Brush and Vegetative Debris Removal | \$574,024.00 | | October 1999 - December 1999 | Hauled hurricane-generated debris to debris segregation/processing facilities throughout the county for segregation, reduction, and disposal. Work included debris hauling, debris disposal, storm damaged and diseased tree removal, tree waste hauling, and material separation. | R.B. Bunn, III, P.E., District Engineer, Goldsboro, NC 27530, (919) 731-7938 |
| U.S. Army Corps of Engineers; Oklahoma City, OK | Tornado Response, Debris Clearing, Hauling and Disposal | \$1,850,000.00 | | June 1999 - September 1999 | Demolished and disposed of 291 residential structures and related vegetative debris in five weeks, and operated and managed multiple debris sites in the Oklahoma Tornado disaster area. Debris removed by Ceres and subcontractors totaled more than 83,000 CY. | John Wilson, Contracting Officers Representative, Tulsa District, U.S. Army Corps of Engineers, Tulsa, OK 74128, (706) 545-2221 |



Hidalgo County
Disaster Debris Clearance and Removal Services

| Owner & Location | Title of Work | Value | CY | Time Period | Description | Contact |
|--|---|-----------------|----|-------------------------------|---|--|
| U.S. Army Corps of Engineers; Puerto Rico | Hurricane Georges Debris Hauling | \$4,000,000.00 | | Oct 1998 - Sept. 1999 | Ceres was awarded seven of eight districts of the island after Hurricane Georges. Ceres hauled more than 1 million cubic yards. Work was done primarily by directly hiring local employees due to lack of qualified subcontractors. | Jose Rosado, Contracting Officer, 747-841-3181, jose.m.rosadosaj02@usace.mil |
| U.S. Army Corps of Engineers; Puerto Rico | Hurricane Georges Debris Reduction | \$29,000,000.00 | | October 1998 - September 1999 | Processed and reduced more than 2.3 million cubic yards of mixed debris. Ceres submitted a Value Engineering Change Proposal for this project that saved the Corps nearly a million dollars in tipping fees and returned soil to the land instead of sending it to the landfills. | |
| U.S. Army Corps of Engineers; Puerto Rico | Emergency Temporary Roofing | \$3,000,000.00 | | October 1998 | Ceres installed temporary roofing in Puerto Rico after Hurricane Georges. This was done at the same time as its debris removal responsibilities. Ceres hired and trained local laborers and completed its work with no serious injuries and no lost time injuries. | Jose Rosado, Contracting Officer, 747-841-3181, jose.m.rosadosaj02@usace.mil |
| City of Minneapolis; Minneapolis, MN | Vegetative Storm Debris Reduction and Disposal | \$557,000.00 | | June 1998 - December 1998 | Vegetative storm debris site management, reduction, marketing and disposal. 80,000 CY | Jim Herman, Forestry Programs Manager, Minneapolis, MN, (612) 313-7729 |
| City of Denver; Denver, CO | Ice Storm Debris Reduction and Disposal | \$241,000.00 | | May 1997 - August 1997 | Recycling of urban tree waste (logs, brush, stumps, shrubs, etc.) by grinding. Processed and marketed 154,000 Cy of tree waste that resulted from the ice storm of 1995. | Solid Waste Division, City of Denver, CO 80204, (303) 640-2507 |
| U.S. Army Corps of Engineers; North Carolina | Hurricane Fran Removal, Reduction and Site Management | \$800,000.00 | | September 1996 - January 1997 | Debris management removal, reduction and site management associated with Hurricane Fran | Phillips and Jordan, Inc., Knoxville, TN 37912 |



Hidalgo County
Disaster Debris Clearance and Removal Services

| Owner & Location | Title of Work | Value | CY | Time Period | Description | Contact |
|--|---|----------------|----|------------------------------|---|--|
| City of Lynchburg, VA | Grinding of Storm Debris, Disposal of Wood Waste Debris and Cleanup of Flood Debris | \$200,000.00 | | August 1994 - August 1995 | Segregated grindable and non-grindable waste, mulched clean materials using screening plants, and spread mulch in areas of massive topsoil loss. | City of Lynchburg, 1700 Memorial Ave., Lynchburg, VA 24501, (504) 847-1400 |
| Lexington-Fayette County Urban Government, Lexington, KY | Ice Storm 1994 | \$62,000.00 | | March 1994 - April 1994 | Grinding of vegetative waste generated from Ice Storm 94 in Fayette County, KY. | Baxanna McClure, Public Works, Lexington-Fayette Urban Government, (859) 258-3400 |
| U.S. Army Corps of Engineers; Dade County, FL | Chipping Services at Various Locations | \$2,117,500.00 | | January 1993 - June 1993 | Emergency disaster area clean-up following Hurricane Andrew. Chipping of tree waste at scattered locations, primarily agricultural orchards, in cooperation with the U.S. Soil Conservation Service. | Russ Tolle, Jacksonville District Corps of Engineers, PO Box 4970, Jacksonville, FL 32232, (305) 382-4982. |
| U.S. Army Corps of Engineers; Dade County, FL | Mobile Grinding Services | \$334,890.00 | | January 1993 - February 1993 | Emergency disaster area clean-up following Hurricane Andrew. Separation of mixed debris and soil from woody debris using screening plants. Grinding of sorted woody debris. Production of organic mulch to be landspread in areas of massive topsoil loss, and separation to landfill residuals and soil from woody debris. | Russ Tolle, Jacksonville District Corps of Engineers, PO Box 4970, Jacksonville, FL 32232, (305) 382-4982. |
| U.S. Army Corps of Engineers; Dade County, FL | Grinding Services for Hurricane Andrew | \$759,670.00 | | October 1992 - December 1992 | Federal Disaster Area Clean-up. Provided specialized heavy equipment and labor to perform sorting and grinding of tree and shrub waste generated by Hurricane Andrew. | Russ Tolle, Jacksonville District Corps of Engineers, PO Box 4970, Jacksonville, FL 32232, (305) 382-4982. |



4 TRAINING/EDUCATIONAL SERVICES

Planning and training is available free of charge to Ceres clients and includes:

- Hurricane Debris Volume Estimation Using the U.S. Army Corps of Engineers Model
- The FEMA Paperwork Process: From IDA to PW and All Points In Between
- Measuring a Truck/Trailer the FEMA Way
- Load Tickets – Who Fills Out What and Why
- Stumps, Stumps, Stumps
- Determining Your Force Account Capabilities or When Will I Need Help
- FEMA Eligibility – What a "Good" Contractor Will Tell You

Team Introduction

Upon contract award and at Hidalgo County's request, a personal visit by a Ceres Project Manager can be scheduled. The purpose of this visit is the personal introduction of key members of each party's team; discussion of the planning, training and disaster response preparedness needs from the County's perspective; and a review of Ceres' Debris Management Plan, from mobilization to the Final Report. Tours of each of the sites identified for the following uses will be jointly conducted:

- Equipment Staging
- Temporary Debris Staging and Reduction
- Local Landfills Authorized for Final Disposal
- City Public Works Offices
- City Administration

This meeting typically requires the better part of a normal workday. Discussion will loosely follow a prepared script designed to address the critical elements of resource requirements and knowledge-base known to significantly enhance the County's level of disaster response preparedness.

This is step one in the strategic pre-positioning of the interpersonal knowledge of both parties' teammates. Getting to know each other prior to an event is very important in maintaining a seamless transition into an actual disaster recovery mission.

Annual Hurricane Exercise Participation and Technical Training

Ceres is qualified and able to participate in Hidalgo County's annual hurricane exercise or pre-event training days and agrees to have at least one Ceres representative available at each event for the term of the contract, if requested. Ceres is also qualified to provide other training related to technical aspects of disaster recovery. This training includes FEMA worksheets, the available methods of recording project data from tickets and truck certifications onto electronic records, and databases and field operations.

Disaster Response Typical Event Training

Ceres' training also covers topics included in a list of typical events that occur in a disaster response (**Source: FEMA Public Assistance Policy Digest**), creating further opportunities to develop the relationships between Norman's staff and Ceres personnel that will help to ensure a successful debris management operation. FEMA topics covered include:

- Local response – emergency operations center activation – declaration of state of emergency
- Continue emergency work-maintain records (labor, equipment, materials, and contracts)
- Compile initial estimated damage. Report to State emergency management agency
- Evaluate needs and request State/Federal assistance
- Federal/State survey of need—Preliminary Damage Assessment (PDA)
- Governor's request for Federal assistance
- Presidential declaration
- Designation of applicant's agent
- Attend Applicant's Briefing and submit a Request for Public Assistance
- Attend Kickoff Meeting with Public Assistance Coordination (PAC) Crew Leader—discuss project formulation

Hidalgo County
Disaster Debris Clearance and Removal Services

- Prepare Project Worksheets—work with the PAC Crew Leader
- Address applicable Special Considerations (floodplain management, insurance, hazard mitigation and compliance with environmental and historic preservation laws)
- Complete application for Federal funds
- Maintain required documentation (labor, equipment, materials, and contracts)
- Receive payment of small projects—for Federal share and possibly State share
- Complete approved disaster work within time allowed
- Request final inspections
- Submit documents for final inspection, program review, and close-out
- Keep all documentation for 3 years from date of final Financial Status Report, or follow State and applicant record retention policies if they require retention beyond 3 years

5 FINANCIAL RESOURCES

Ceres Environmental Services, Inc. can provide performance and payment bonds from an 'A'-rated, treasury-listed carrier in amounts in excess of \$400 million per project. With substantial liquid working capital and additional credit lines available, a lack of financial resources is never an obstacle for Ceres.

Ceres has an established solid 14-year banking relationship with Wells Fargo Bank as well as other financial institutions. Financial concerns such as short-term cash flow are not an obstacle for Ceres. The company is able to perform work with its own funds and the timing of payments from customers is a non-issue for the corporation. On the Hurricane Katrina Project, Ceres had up to \$140 million in open invoices to the USACE, without an interruption in work performance or delays in payments to the subcontractors.

Bank of Record:

Wells Fargo
Sixth and Marquette
Minneapolis, MN 55479
612-667-5099 telephone

Surety Company Contact (Letter Attached):

Jack Cedarleaf II
Liberty Mutual Insurance Company
360 West Larpenteur Avenue
St. Paul, MN 55113
651-488-6666 telephone

Insurance Company Information (Insurance Certificate Attached):

Tyler Simmons
Christensen Group - IRI
11100 Bren Road West
Minnetonka, MN 55343
952-653-1000 telephone



Liberty Mutual Surety

March 18th, 2015

**Re: Ceres Environmental Services, Inc.
Contractor's Qualification Statement**

To Whom It May Concern:

The Cobb Strecker Dunphy & Zimmermann, Inc. Agency, as general surety agents, has handled the bonding requirements of Ceres Environmental Services, Inc. for over 29 years. Their project management and financial responsibility has always been exceptional. We have bonded individual projects in excess of \$400 million and have authorized work programs in excess of \$400 million.

Presently, their bonds are written with the Liberty Mutual Insurance Company. Individual job limits and total work program limits are in excess of \$200 million.

Approval of performance and payment bonds of all projects is expressly conditioned upon acceptable review of the contract terms and scope, bond forms, and financing for the project, as well as other pertinent underwriting information. The arrangement for performance and payment bonds is a matter between Ceres Environmental Services, Inc. and Liberty Mutual Insurance Company, and the surety assumes no liability to you or third parties, if for any reason bonds for any project are not executed.

If additional information is required, please feel free to contact this office.

Sincerely,

Jack Cedarleaf II
Authorized Representative
Liberty Mutual Insurance Company

JCII:mb

Member of Liberty Mutual Group

EXHIBIT "D"
PROOF OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|--|
| PRODUCER Christensen Group Insurance 11100 Bren Road West Minnetonka MN 55343 | | CONTACT NAME: Kelly Preston PHONE (A/C No. Ext): (952) 653-1000 E-MAIL ADDRESS: kpreston@christensengroup.com FAX (A/C No.): (952) 653-1101 | |
| INSURED CERES ENVIRONMENTAL SERVICES, INC. 9945 Windfern Rd Houston TX 77064 | | INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 15-16 - LIAB - TX - **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | GLO5911870 | 8/18/2015 | 8/18/2016 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000 |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | BAP9313049 | 8/18/2015 | 8/18/2016 | COMBINED SINGLE LIMIT (Ea accident) | \$ 2,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC9313050 | 8/18/2015 | 8/18/2016 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | OTHER |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| B | | | | | | | | |

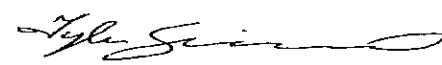
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County
TX

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tyler Simmons/KP 

APPROVED

AI-51284

Purchasing Department 22. D. 1.

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Award to secondary (Ceres Environmental Services) and tertiary (Phillips & Jordan Incorporated) vendors including approval of final negotiated agreements [as ranked by CC on 06-23-15] for pre-positioned services to the following which include the following "term" provisions:

B. Term of contracts:

- 1. Initial term of contracts-upon approval to execute through December 31, 2016*
 - 2. Renewal/Extension options-Two (2) One (1) year renewals:
 - January 01, 2017 through December 31, 2017
 - January 01, 2108 through December 31, 2018
- [as these are the current terms of award through H-GAC].

BACKGROUND

Fiscal Impact

| | |
|------------------------------|-----------------------------|
| <u>FISCAL YEAR:</u> | <u>ACCT. #:</u> |
| <u>FUNDS AVAILABLE Y/N?:</u> | <u>MATCHING FUNDS Y/N?:</u> |

BUDGETARY IMPACT:

Fiscal impact would occur upon need for services and a declaration of disaster has been enforced. No funding at this time as budgetary provisions will be addressed and appropriated. HGAC process will be at no cost to HC.

Attachments

[ceres agrmnt n legals ok](#)
[pnj agrmnt n legals ok](#)

Form Review

| Inbox | Reviewed By | Date |
|---------------------------------|----------------|---------------------------------|
| Purchasing Department | Marty Salazar | 09/10/2015 04:12 PM |
| Budget & Management | Veronica Ortiz | 09/10/2015 04:17 PM |
| Glinda Pacheco | Glinda Pacheco | 09/11/2015 09:41 AM |
| Auditor's Office | Monica Badillo | 09/11/2015 06:02 PM |
| Form Started By: Yvette Islas | | Started On: 09/09/2015 10:49 AM |
| Final Approval Date: 09/11/2015 | | |