THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT

C-19-074a-08-27

THIS CONTRACT is made and entered into this **27th** day of **August, 2019** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **CrowderGulf, LLC** ("Company").

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

a. Hidalgo County's Request for Proposals # 2019-074-05-01-YSS,

b. Contractor Pricing Worksheet ("Worksheet");

Whereas the Proposal and Worksheet (sometimes collectively the "Proposal Package" are incorporated and attached as Exhibits A and B 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 Packet, 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*** 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 August 27, 2019 through August 26, 2021 and may be extended on the same terms and conditions at the **option** and **sole discretion** of the County for three (3) 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 "B" attached hereto payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act. Tex. Govt.CodeCh.2251.

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
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Company: CrowderGulf, LLC (Secondary)
Attn: John Ramsey, President & CEO
5435 Business Parkway
Theodore, AL 36582

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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County. **Agreements for the**

acquisition, including lease of real or personal property under Tex.Local.Govt. In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the other party, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of County in accordance with Tex.Local.Govt.Code §271.903.

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.

20. **Nondiscrimmation.** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally

funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

21. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

22. **Required Contract Provision for Contracts Subject to Federal Award (if applicable).** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

23. Hidalgo County has the authority to utilize cooperative purchasing State Contracts and contracts under cooperative purchasing when it is in the County's best interest to do so.

WITNESS our hands in duplicate originals this ____ day of _____, **20____.**

COUNTY OF HIDALGO

_____
Richard F. Cortez, County Judge

COMPANY:

_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Robert Viña III, Assistant District Attorney

Exhibit A: Hidalgo County's RFP-Debris Removal & Disposal
Exhibit B: Contractor Pricing Worksheet
Exhibit C: Insurance

EXHIBIT “A”

HIDALGO COUNTY’S RFP-DEBRIS REMOVAL & DISPOSAL

PURCHASING DEPARTMENT
County of Hidalgo

2812 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

MEMORANDUM

TO: All Participating Vendors

FROM: Yvette Salinas, Contract Specialist III
Hidalgo County Purchasing Department

DATE: April 25, 2019

RE: QUESTIONS AND ANSWERS: Hidalgo County-Debris Removal & Disposal
RFP NO: 2019-074-05-01-YSS

Please see following **questions and answers** for the above referenced project:

1. …correct number of originals copies, and electronics to be submitted with response?
One (1) original, One (1) copy, Two (2) CDs/USBs (electronic) should be submitted with response.

2. …is there work to be done now or is this for future work?
As needed in the future.

3. …will tipping fees be considered a passthrough …or do we need to add disposal fees to our price proposal?
Please see Requirements; page 16: "The County will arrange and incur all tipping fees at approved Final Disposal Site(s)."

4. Did the <County> have any impacts after Hurricane Harvey? If so, can you please tell me the number of cubic yards removed of Vegetation & C&D?
Hidalgo County did not have an impact after Hurricane Harvey.

5. Will Pricing Section B be evaluated? If so, what weight will it hold?
Yes it will be, please refer to Addendum #1.

6. Can I get …current contract pricing for these services?
Hidalgo County does not have a current contract for these services.

7. …legal notice says…proposer's affidavit is Exhibit J….confirm there is no exhibit J and…the Proposer's Affidavit is Exhibit E.
Correct, there is no Exhibit J, the Proposer's Affidavit is Exhibit E.

8. Are we required to submit Exhibit I FHWA 1273 with the proposal submittal?
No.

9. If the CIQ form is not applicable do we need to submit it with the proposal marked as N/A or do we leave it out?

If not applicable then you may submit it marked N/A.

10. P.2 of exhibit A says the title of the RFP is "disaster Debris Clearance, Removal & Other Miscellaneous Services" but p.2 of the Legal Notice says it's "Debris Removal and Disposal"…Which is correct?

"Debris Removal and Disposal" is correct, please refer Addendum #1.

11. Please confirm that we do not need to submit the service contract with the proposal.

A draft service contract was provided in the RFP, one is not required with your submittal.

12. There are multiple signatures required throughout the RFP which are not in…required forms…does County want entire bid packet returned with the proposal submitted?

The required documents are listed on the RFP Submittal Checklist, all others are at your discretion.

13. Does the questionnaire need to be answered in the exact order the questions are given or can ...required information be in a way that flows better?

Please reply to questions in the order they are in. In addition, you may include the answers in the Miscellaneous Information section in the order that you prefer.

14. Do the CIQ and the Vendor application need to be returned to another location and at a different time than the bid opening?

They both must be included with your response, please refer to RFP Submittal Checklist indicating what must be submitted in the RFP response.

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

April 25, 2019

RE:
ADDENDUM NO. 1
FOR RFP No.: 2019-074-05-01-YSS
"Debris Removal & Disposal"-Hidalgo County

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1,** in connection with Hidalgo County's request for proposals for **"Debris Removal & Disposal".**

Please acknowledge receipt *of* ***ADDENDUM NO. 1*** by signing and returning this notice with your packet submittal.

If you do not receive all pages of this **ADDENDUM** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM** will complete your packet for Hidalgo County's **"Debris Removal & Disposal".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Enclosures
MLS/yss

ADDENDUM NO.1

April 25, 2019

"Debris Removal & Disposal"
RFP NO.: 2019-074-05-01-YSS

PLEASE NOTE THE FOLLOWING CHANGES:

1. Please remove Exhibit "B"-Evaluation Criteria & Form & **replace** with attached *Revised* Exhibit B-Evaluation Criteria & Form.

2. Please remove Requirements Page 2 and **replace** with attached *Revised* Requirements Page 2.

3. Please remove Requirements Page 4 and **replace** with attached *Revised* Requirements Page 4.

4. Please remove Requirements Page 12 and **replace** with attached *Revised* Requirements Page 12.

I acknowledge receipt of ADDENDUM NO. 1 dated, April 25, 2019 for RFP-"Debris Removal & Disposal"-Hidalgo County.

BY: _____
Signature
Print Name:_____
Company Name:_____
Date: _____

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PROPOSAL PACKET IN ORDER TO COMPLETE THE PROPOSAL.

REVISED

EXHIBIT B

SELECTION/EVALUATION CRITERIA

REQUEST FOR PROPOSALS

For
HIDALGO COUNTY

"Debris Removal & Disposal"

RFP NO: 2019-074-05-01-YSS

SELECTION/EVALUATION CRITERIA

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County will establish a "Selection Committee" comprised of staff members to perform such evaluation. Each RFP received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the "Selection Committee" may select proposing organizations for "in person" presentation for some proposers. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected PROPOSER is subject to the action of Hidalgo County's Commissioners Court.

Hidalgo County will review all proposals for completeness. Those proposals found to be incomplete, or which fail to address the needs of the County as stated herein, will not be evaluated. Only those proposals furnished complete, with all required documentation, will be evaluated. Proposers are urged to initially submit their best offer.

During the evaluation process, Hidalgo County may request Proposer's representative to answer questions regarding the proposal. Failure of the Proposer to demonstrate that the claims made in its proposal are try may be sufficient cause for deeming a proposal non-responsive.

1. **Experience, References, Reputation, and Compliance with RFP Requirements** **20 Points**
   - Firm background, history and overall experience in performing proposed work.
   - Experience in managing debris removal and disposal services within State and Federal rules and guidelines.
   - Personnel, experience, training and qualifications of firm and key staff.
   - Financial stability.

2. **Debris Management Services** **30 Points**
   - Response time, Debis Management Plan and capacity to quickly respond to large volumes of debris removal.
   - Experience including, ROW, C&D debris, marine debris, property, structure, demolition and vessel removal.
   - Procedures for documentation and verification of debris removal services.
   - Ability to ensure debris is collected, sorted and 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) community types (for example, rural, urban, and suburban).

3. **Responsiveness of Proposal and Compliance with RFP Requirements** **15 Points**
   - Demonstrated understanding of Hidalgo County's needs.
   - Demonstrated understanding of requirements of the RFP and Contract.
   - Quality of proposal and impression of response as it relates to project scope of work.

4. **Support and Training** **15 Points**
   - Demonstrated experience and ability to assist/train Hidalgo County prepare before event.
   - Demonstrated experience and ability to support and train Hidalgo County during event.
   - Demonstrated experience and ability to support and follow through with Hidalgo County after event.

5. **Pricing** **20 Points**
   - Price Proposal Worksheet A - 15%
   - Price Proposal Worksheet B - 5%

Total Points: 100 Points

REVISED

EXHIBIT B

EVALUATION FORM

Hidalgo County

"Debris Removal & Disposal"

RFP NO: 2019-074-05-01-YSS

SELECTION CRITERIA	POINTS	SCORE
1) Experience, References, Reputation, and Compliance	**(maximum points 20)**	
• Firm background, history and overall experience in performing proposed work.		
• Experience in managing debris removal and disposal services within State and Federal rules and guidelines.		
• Personnel, experience, training and qualifications of firm and key staff		
Comments/Rationale for points:	**TOTAL**	
2) Debris Management Services	**(maximum points 30)**	
• Degree of Hidalgo County liability in proposed debris management methods		
• Breadth of service and number of contracts Contractor can handle		
• Debris management methods and commitment to Hidalgo County 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) community types (for example, rural, urban, and suburban)		
Comments/Rationale for points:	**TOTAL:**	
3) Responsiveness of Proposal	**(maximum points 15**	
• Demonstrated understanding of Hidalgo County's needs		
• Demonstrated understanding of requirements of the RFP and Contract		
• Quality of proposal and impression of response as it related to project		
Comments/Rationale for points:	**TOTAL:**	
4) Support and Training	**(maximum points 15)**	
• Demonstrated experience and ability to assist/train Hidalgo County prepare before event		
• Demonstrated experience and ability to support and train Hidalgo County during event		
• Demonstrated experience and ability to support and follow through with Hidalgo County after event		
Comments/Rationale for points:	**TOTAL:**	
5) Pricing	**(maximum points 20)**	
• Based on Price Proposal Worksheets A & B		
Comments/Rationale for points:	**TOTAL:**	
	TOTAL SCORE	

Firm Name:_____ Date:_____

Evaluator:_____ Dept:_____

Hidalgo County is requesting sealed proposals from interested and qualified firms to provide services for ***"Debris Removal & Disposal"***. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of ***"Debris Removal & Disposal"*** as specified herein. Sealed Proposals will be accepted until **9:30 A.M., Wednesday, May 01 2019. ANY PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

Hidalgo County Administration Building-Purchasing Department
Attn: Martha L. Salazar, CPPB, HC Purchasing Agent
RFP No: 2019-074-05-01-YSS

US Postal Mail Address: 2812 S. Business Hwy 281, Edinburg, Texas 78539

Physical Address: 2802 S. Business Hwy. 281, Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request for Proposal:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that question, inquiries and/or clarifications for the proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL: BY NO LATER THAN Wednesday, **April 24, 2019** at 5:00 P.M. Responses will be sent to all applicants by Friday, **April 26, 2019**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

PROPOSER'S AFFIDAVIT:
Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit "E") certifying that the submission is one (1) not the result of Collusion as described in the Proposer's Affidavit; two (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:
A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

NON-COLLUSION:
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION:

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions, due to unforeseen delay during the procurement process.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS: All costs and expenses associated with the preparation and submission of (bids, proposals, and/or quotes) shall be the responsibility of the bidder/proposer or respondent and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II: REQUIREMENTS/SCOPE OF SERVICES/ QUALIFICATIONS

PLEASE REVIEW THIS DOCUMENT IN ITS ENTIRETY. ENSURE THAT YOUR PROPOSAL INCLUDES ALL FORMS REQUIRED.

PROJECT OVERVIEW:
Hidalgo County is seeking proposals for *Debris Removal & Disposal* and intends to enter into contract with one (1) primary, one (1) secondary and one (1) tertiary service providers as directed by the County in order to eliminate and/or reduce immediate threats to public health and safety in accordance with the Stafford Act and Federal Emergency Management Agency ("FEMA") policies and guidelines. The County's goal is to complete the debris removal and disposal process within ninety (90) days if the entire area of the County is accessible during that period. The resulting contract will be utilized on an "as needed" basis for disaster debris removal and disposal services.

Due to the unpredictability of both natural and man-made disasters the exact type and amount of services cannot be determined; therefore, the County shall not be liable for any contractual agreements/obligations the Contractor enters into with third parties based on the County's need for such services in the event of disaster. The County does not guarantee any specific amount of work under a contract resulting from this request for proposal.

Debris as used in this document is defined as found in the Federal Emergency Management Agency (FEMA) Debris Management Guide, Chapter 3. This guide may be accessed at FEMA publication 325, http://www.fema.gov/pdf/government/grant/pa/demagde.pdf. It is the intent of this solicitation to enter into pre-event contracts, which would result in no immediate cost to the County, and which must meet FEMA guidelines established as found in FEMA Debris Management Guide (FEMA publication 325).

The qualified providers can deliver the services requested in an efficient and effective manner while ensuring the highest standards of performance, integrity, customer service and fiscal accountability. The County of Hidalgo wishes to contract with firms that understands the importance of the tasks, the impact, and the necessary urgency for such implementation. The successful firms will demonstrate the ability to consistently provide these services to the County of Hidalgo. By submitting a proposal, the offeror acknowledges and will adhere to all specifications as stated within this proposal.

Hidalgo County is aware and appreciative of the time and effort you expend in preparing and submitting proposals to the County. Please notify the designated person in writing of any bid requirements that are

USDA ..... United States Department of Agriculture
VOCs ..... Volatile Organic Compounds

SUBCONTRACTING:

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project along with a description of their respective duties. *(See Questionnaire Section Questions I. and J.)*

Contractor may not sell, sublet, or otherwise delegate services outlined in this proposal to others without written consent of the County.

The use of Debarred Subcontractors is prohibited. A complete list of federally debarred contractors can be found at www.sam.gov. It is the sole responsibility of the Contractor to ensure that Subcontractor(s) are in good standing with Office of Federal Contract Compliance Program (OFCCP).

EQUIPMENT:

Proposers shall supply a list of equipment owned by the company, or provide proof of the ability to obtain the necessary type of equipment, needed to successfully perform the job duties under this contract i.e. Trucks, loaders, towers, temporary office buildings, etc.

All vehicles used in the operations of this contract must be clearly identified with the Contractor's name. Personal use vehicles are exempt.

ADJUSTMENTS, ADDITIONS OR DELETIONS:

Requests by the County for additional service and/or service suggestions made by the contractor which exceed agreed upon scope, shall be provided in writing including itemized pricing. If agreed upon in writing by the County, contractor may produce with additional services with the understanding charges shall be shown on billing invoice in a category stating "Additions to Contract" and must itemize the quote and invoice.

MINIMUM QUALIFICATIONS OF PROPOSERS:

By submitting a proposal, the Proposer certifies that they are a duly qualified, capable, and otherwise bondable business entity that is not in receivership or contemplates same, nor has filed for bankruptcy. The Proposer must not be indebted to the County and shall not owe any back taxes to the County. The Proposer warrants they are familiar with all laws, regulations, and customs applicable to the type of business required herein.

The selected firm must be experienced and knowledgeable with the Federal Emergency Management Administration ("FEMA") and Insurance reimbursement rules and procedures and must demonstrate such to the County in its proposal and subsequent selection process presentations. The selected firm must also demonstrate experience and knowledge with state, local and federal environmental regulating and permitting agencies.

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

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REQUEST FOR PROPOSALS (RFP)

HIDALGO COUNTY

"Debris Removal & Disposal"

RFP NO: 2019-074-05-01-YSS

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The above mentioned items shall be found in the Request for Proposal (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail. Thank you.

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

April 15, 2019

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Proposals -**"Debris Removal & Disposal"**
RFP No: 2019-074-05-01-YSS

Dear Sir/Madam:

Enclosed, please find the Request for Proposals (RFP) packet. **Modifications and new requirements** have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Proposals process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4874.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/*yss*
Enclosures

REQUEST FOR PROPOSALS (RFP)

HIDALGO COUNTY

"Debris Removal & Disposal"

RFP NO: 2019-074-05-01-YSS

Acceptance Date:

May 01, 2019

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Project Contract Specialist Contact Information:
Yvette Salinas, Contract Specialist III
(956) 318-2626 Ext. 4874
yvette.salinas@co.hidalgo.tx.us

1. Sealed bids will be received for **Hidalgo County-"Debris Removal & Disposal",** in accordance with the specifications attached as Exhibit "A" hereto. Responses should address all specifications set forth. Bidders (may also be referred to as respondents, contractor or vendor) may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"), however, a strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original (original must be one sided ad clearly marked original), one (1) copy and six (6) CDs/USBs of responses are required,** with the respondent's name and address clearly typed/printed on upper left-hand corner and the proper notation clearly typed/printed on the lower left-hand corner of the envelope and/or package, **RFB: 2019-074-05-01-YSS Hidalgo County-"Debris Removal & Disposal",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, **on or before 9:30 am, Wednesday, May 01, 2019.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE AND/OR PACKAGE IN REFERENCE TO BID.

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities or to accept the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your Bid:

   1. Legal Notice (See **page 11**);
   2. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
   3. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
   4. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
   5. Certification Regarding Debarment (See **Exhibit "F"**);
   6. (If applicable) - Required Contract Clauses for Contracts Under Federal Award – 2 CFR 200, Appendix II & FEMA (See **Exhibit "H"**);
   7. Proposer's Affidavit (See **Exhibit "J"**); and
   8. SAMS.gov Registration Acknowledgement (See **Number 17** below).

3. Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best-evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible

respondent or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalog numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (*90*) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. The county is exempt from Federal Excise Tax, State Tax, and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday (if applicable).
- At least seventy-two (72) hours prior notice of delivery must (if applicable) be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)

d) Notation - **Hidalgo County-"Debris Removal & Disposal"**
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
956-318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**May 01, 2019**
Award of Contract:	2019
Commence Work or Deliver Products:	2019

16. HIDALGO COUNTY HOLIDAYS:

2019 YEAR	
New Year's Day	**01/01/19**
Martin Luther King Day	**01/21/19**
President's Day	**02/18/19**
Good Friday	**04/19/19**
Memorial Day	**05/27/19**
Independence Day	**07/04/19**
Labor Day	**09/02/19**
Columbus Day	**10/14/19**
Veteran's Day	**11/11/19**
Thanksgiving Day	**11/28/19-11/29/19**
Christmas Day	**12/24/19-12/25/19**
New Year's Eve	**12/31/19**

17. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed by a surety company authorized to do business in Texas.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of qualification, and prior to the commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty-Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

- **All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. Register at SAMs System for Award Management @ www.sam.gov.**

18. TITLE VI NOTICE/ NONDISCRIMINATION

a) By submitting a bid, the bidder certifies that it will comply with the following nondiscrimination statutes and their implementing regulations. Title VI of the Civil Rights Act of 1964, as amended (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance. Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Non-Discrimination Assurances-Specific Assurances to prohibit discrimination on other grounds including, but not limited to, religion, sex, age, and disability. (Title VI-Appendices "A" through "E") are hereby attached as **Exhibit "G"**. The County's entire Title VI policy may be found at https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan and is hereby incorporated by reference.

b) The following required statement and the applicable provisions of the Title VI Appendices "A" through "E" expanding these protections to the categories described herein are hereby incorporated by reference as applicable.

- "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award".

c) The bidder will attach all applicable notices, including those referenced in Title VI – Appendices "A" through "E", to which it is obligated to provide or submit as part of the bid.

- If applicable, Form FHWA 1273 – "*Required Contract Provisions Federal-Aid Construction Contracts*", must be physically attached to certain Federal-aid construction contracts. A contractor (or subcontractor) is required to insert Form FHWA 1273 in each subcontract and

all lower tier subcontracts. Form FHWA 1273 is attached as **Exhibit "I"**, and, if applicable, its provisions are incorporated in and made part of the contract entered into between the County and the successful respondent related to the present procurement.

ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**

  ***ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT*.**

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioner's court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as

Exhibit "D", the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with the Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

If applicable, completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

20. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our packet. In accordance with these requirements, a business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFP No. 2017-074-05-01-YSS as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, signed, and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to yvette.salinas@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit signed Form 1295 may result in a delay of the award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (*30*) DAYS **FROM THE DATE THE HIDALGO COUNTY COMMISSIONERS' COURT APPROVES THIS AGREEMENT** TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

21. If during the life of any contract, or qualification awarded, the successful respondents' net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Qualifications and all goods and services provided thereunder shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate the respondent's responsibility. A prospective respondent, by submitting a

qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

24. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondents' officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful respondent will be in effect until (*a*) the contract expires, (*b*) delivery and acceptance of products, and/or performance of services ordered, or (*c*) terminated by County with thirty (*30*) days written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. County reserves the right to terminate the contract immediately in the event of breach or default by a successful respondent, or in the event, a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise, perform in accordance with the requirements.

27. **Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim, or demand arises from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondents' indemnity hereunder shall include but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by the successful respondent.**

28. Successful respondent shall warrant that all items/services shall conform to the specifications and/or

all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County approval. Items found to be defective or not meeting specifications shall be replaced by the successful respondent within two (*2*) business days at no expense to County. Items that are not picked up within one (*1*) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the items' nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas and will be performable exclusively in Hidalgo County, Texas.

30. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Respondents shall provide with the qualification response, a list of at least three (*3*) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and the name of the representative or contact person.

32. CONTRACTS SUBJECT TO FEDERAL AWARD:

- The procurement standards of 2 CFR, Part 200, including, but not limited to 2 CFR 200.317-200.326, and applicable Hidalgo County Purchasing Policy (found at https://www.hidalgocounty.us/805/County-Administrative-Policies) address the County's requirements, as a non-Federal entity, in regards to contracts it enters into that are subject to federal award. Pursuant to 2 CFR 200.236, the County, as a non-Federal entity, is required to include into contracts subject to federal award, the applicable provisions and contract clauses described in Appendix II to 2 CFR 200, the provisions of Appendix II to 2 CFR 200 and the required contract clauses found in **Exhibit "H"** are incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement.

- In addition, should the County's contracts under Federal award be subject to assistance from the Federal Emergency Management Agency (FEMA), FEMA requires the inclusion of contract terms in addition to those under Appendix II to 2 CFR 200. **If applicable**, the additional contract clauses required by FEMA are found in **Exhibit "H"** and incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement. Should the contract be subject to assistance from FEMA, it is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.

- **If applicable**, in accordance with 2 CFR 200.319, Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. (*See* 2 CFR 200.219). Additionally, Hidalgo County policy provides that for federal road projects, engineers, engineering firms, and/or a subsidiary, affiliate, or a consultant of the engineer or engineering firm who has received compensation from the County, that assist in the development of, or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals, will be excluded from competing for such procurements (i.e…subsequent construction engineering/management and/or inspection/testing) for all other phases of the project. (*See* Hidalgo County Policy: "*Procedures for Selection and Contracting of Professional Service*

Providers for Federal Road Projects" found at https://www.hidalgocounty.us/805/County-Administrative-Policies, which, if applicable, is incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement for all purposes).

33. HISTORICALLY UNDERUTILIZED BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES:

The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors. (*See* **Exhibit "E"** for requirements).

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses sub-contractors take affirmative steps set forth in 2 CFR 200.321, including:

a) Placing qualified small and minority business and women's business enterprises on solicitation lists;
b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

34. Respondents must provide all applicable documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as non-conforming.

Request for Qualifications
For
HIDALGO COUNTY

"Debris Removal & Disposal"

RFP NO: 2019-074-05-01-YSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Table of Contents presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
Requirements

Request for Proposals (RFP)

For

HIDALGO COUNTY

"Debris Removal & Disposal"

RFP No.: 2019-074-05-01-YSS

Proposals Acceptance Due: **May 01, 2019, 9:30 am**

Hidalgo County is requesting sealed proposals from interested and qualified firms to provide services for **"Disaster Debris Clearance, Removal & Other Miscellaneous Related Services"**. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Disaster Debris Clearance, Removal & Other Miscellaneous Related Services"** as specified herein. Sealed Proposals will be accepted until **9:30 A.M., Wednesday, May 01 2019. ANY PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

Hidalgo County Administration Building-Purchasing Department
Attn: Martha L. Salazar, CPPB, HC Purchasing Agent
RFP No: 2019-074-05-01-YSS

US Postal Mail Address: 2812 S. Business Hwy 281, Edinburg, Texas 78539

Physical Address: 2802 S. Business Hwy. 281, Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request for Proposal:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that question, inquiries and/or clarifications for the proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL: BY NO LATER THAN Wednesday, **April 24, 2019** at 5:00 P.M. Responses will be sent to all applicants by Friday, **April 26, 2019**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

PROPOSER'S AFFIDAVIT:
Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit "E") certifying that the submission is one (1) not the result of Collusion as described in the Proposer's Affidavit; two (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:
A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

NON-COLLUSION:
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION:

Respondents, during the performance of this agreement, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department **will not** accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the respondent's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess cost occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Proposals (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict the respondent's ability to comply with. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFP DELIVERY:
Hidalgo County requires respondent, when hand delivering sealed proposals, to have a Purchasing Department representative time/date stamp and initial the sealed envelope and/or sealed package.

SIGNING OF PROPOSALS:
In order to be considered all proposals **must** be signed. **Please sign the ORIGINAL IN blue ink**.

NUMBER OF ORIGINALS:
One (1) Original (**original must be one (1) sided and clearly marked as original**), one (1) Copy, and two (2) CD/USB in PDF format containing a complete copy of Response is required.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING-ASSIGNMENTS:
The successful respondents may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM: The term of the proposal contract will be for a period of two (2) years. Hidalgo County may in its sole discretion elect the option to extend the contract for three (3) additional one (1) year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions, due to unforeseen delay during the procurement process.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS: All costs and expenses associated with the preparation and submission of (bids, proposals, and/or quotes) shall be the responsibility of the bidder/proposer or respondent and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II: REQUIREMENTS/SCOPE OF SERVICES/ QUALIFICATIONS

PLEASE REVIEW THIS DOCUMENT IN ITS ENTIRETY. ENSURE THAT YOUR PROPOSAL INCLUDES ALL FORMS REQUIRED.

PROJECT OVERVIEW:
Hidalgo County is seeking proposals for Disaster Debris Clearance, Removal & Other Miscellaneous Services and intends to enter into contract with one (1) primary, one (1) secondary and one (1) tertiary service providers as directed by the County in order to eliminate and/or reduce immediate threats to public health and safety in accordance with the Stafford Act and Federal Emergency Management Agency ("FEMA") policies and guidelines. The County's goal is to complete the debris removal and disposal process within ninety (90) days if the entire area of the County is accessible during that period. The resulting contract will be utilized on an "as needed" basis for disaster debris removal and disposal services.

Due to the unpredictability of both natural and man-made disasters the exact type and amount of services cannot be determined; therefore, the County shall not be liable for any contractual agreements/obligations the Contractor enters into with third parties based on the County's need for such services in the event of disaster. The County does not guarantee any specific amount of work under a contract resulting from this request for proposal.

Debris as used in this document is defined as found in the Federal Emergency Management Agency (FEMA) Debris Management Guide, Chapter 3. This guide may be accessed at FEMA publication 325, http://www.fema.gov/pdf/government/grant/pa/demagde.pdf. It is the intent of this solicitation to enter into pre-event contracts, which would result in no immediate cost to the County, and which must meet FEMA guidelines established as found in FEMA Debris Management Guide (FEMA publication 325).

The qualified providers can deliver the services requested in an efficient and effective manner while ensuring the highest standards of performance, integrity, customer service and fiscal accountability. The County of Hidalgo wishes to contract with firms that understands the importance of the tasks, the impact, and the necessary urgency for such implementation. The successful firms will demonstrate the ability to consistently provide these services to the County of Hidalgo. By submitting a proposal, the offeror acknowledges and will adhere to all specifications as stated within this proposal.

Hidalgo County is aware and appreciative of the time and effort you expend in preparing and submitting proposals to the County. Please notify the designated person in writing of any bid requirements that are

causing you difficulty in responding to our proposal. We want to make the process as convenient as possible so that all responsible vendors can compete for the County's business. Given the urgent nature of the services requested herein, the County regrets any errors or omissions to this document, and request Contractor's understanding and acceptance of corrections of minor issues or irregularities which may need to be perfected prior to issuance of a contract.

PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held on **Wednesday, April 24, 2019** at the Hidalgo County Purchasing Department Conference Room located in the Hidalgo County Administration Building, 2812 S. Business Hwy 281, Edinburg, Texas 78539 **at 2:00 pm CST.** ***IT IS HIGHLY RECOMMENDED THAT ALL PROPOSERS ATTEND THE PRE-PROPOSAL CONFERENCE.*** Firms may ask questions about the Request for Proposal process during this conference. Questions and answers will be made in the presence of all attendees. If a question cannot be answered during the conference, answers will be provided via written addendum. Prospective proposers should bring a copy of the RFP to the pre-proposal conference.

It will be the sole responsibility of the Contractor to inspect the County's location(s) facilities and/or designated work areas prior to submitting a proposal in response to this request for proposal. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

Please advise who will be attending the pre-proposal conference by providing the name of the proposer and the number of attendees via email to yvette.salinas@co.hidalgo.tx.us by 9:00 am on April 24, 2019.

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 proposer's option, brochures may accompany required proposal materials, but will not be considered as substitution for other written requirements.

Proposals must be submitted on 8-1/2" x 11" in paper.

Submittals must be in the following order: (label each section as follows)

1. Forms – the forms requiring signatures – Page 11 of Legal Notice, Exhibits C, D, E, F, H, Vendor/Bidder Application & W-9, SAMS.gov Registration Acknowledgment clause, and any issued Addenda (required)
2. Proposer's Cost for Services – include the Pricing Worksheet-A & Pricing Worksheet-B
3. References – vendor may use "References" Exhibit. Additional information may be added on a separate page behind References Exhibit.
4. Proposer's Experience and Qualifications – include the responses to **QUESTIONNAIRE** on Requirements Page 13.
5. Proposer's Equipment List – as described on Requirements Page 12 **EQUIPMENT**.
6. Additional Services, Additions, or Deletions – as described on Requirements page 12 **ADJUSTMENTS, ADDITIONS OR DELETIONS**.
7. Miscellaneous Information – Value added services, exceptions, etc.

DEFINITIONS AND ACRONYMS:

A. Definitions are provided for those terms listed below:

1. *Authorized Representative* – County employees and/or contracted individuals designated by the County or County Debris Manager.

2. *Chipping or Mulching* – The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.

3. *Cleanup Crew* – A group of individuals and/or an individual working for Debris Removal Service Provider (DSRP) collecting disaster debris.

4. *Construction and Demolition Debris (C&D)* – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster. Current eligibility criteria include:

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

5. *Citizen Collection Center (CCC)* – A temporary debris management site set-up to allow citizens to drop-off identified eligible debris.

6. *County* – County of Hidalgo, Texas, a political subdivision of Texas.

7. *Debris Manager* – The County will designate a Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operation(s) within the County of Hidalgo.

8. *County Approved Final Disposal Site* – A final disposal location approved in writing by the County.

9. *Debris* – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition debris and personal property.

10. *Debris Clearance* – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.

11. *Debris Monitoring* – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for federal or state grant reimbursement.

12. *Debris Removal* – Picking up debris and taking to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.

13. *Debris Removal Contractor* – Also referred to as the "Proposer," "Debris Removal Service Provider (DRSP)," "Service Provider," and/or "Contractor" in this document, conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.

14. *Demobilization* – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The DRSP will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

15. *Demolition* – 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.

16. *Disaster Specific Guidance* – Disaster Specific Guidance (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, along with their numerical identification.

17. *Eligible* – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Service Provider) of the 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 disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.

18. *Electronic Debris* – End of life electronics, typically televisions, computers and related components

19. *FEMA Publication 325 – Debris Management Guide* – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to 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:

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

20. *Field Inspector* – Monitor.

21. *Force Account Labor* – Labor performed by the applicant's permanent, full time or temporary employees.

22. *Garbage* – Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics and papers.

23. *Grinding* – 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.

24. *Hazardous Hangers* – A Hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

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

25. *Hazardous Leaners* – 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 inches in diameter or greater as measured two feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publications 325 include:

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

26. *Hazardous Stump* - 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:

    - The stump has 50 percent or more of the root-ball exposed.
    - The stump is greater than 24 inches in diameter when measured 24 inches from the ground.
    - The stump is located on a public right-of-way.
    - The stump poses an immediate threat to public health and safety.

27. *Household Hazardous Waste* – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.

    - HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of- way.

- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. The County may utilize existing environmental contractor to remove this type of waste in a large-scale debris generating event.

28. *Monitor* – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the County's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)

29. *National Response Framework (NRF)* – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.

30. *Outbuilding* – Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.

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

32. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

33. *Regulated Waste* – Any waste that is regulated by the EPA, TCEQ or local rules/ordinance.

34. *Right of Entry* – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Service Provider or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

35. *Right-of-Way (ROW*) – 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.

36. *Scale/Weigh Station* – 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.

37. *Service Provider* – The party or parties contracting directly with the County to perform Work pursuant to this Agreement.

38. *Subservice Provider/Subcontractor* – Any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with the Debris Removal Service Provider or with any of its subservice providers at any tier to provide a part of the Work called for by this Agreement.

39. *Supplemental Agreement* – A written order to Service Provider signed by the County and accepted by Service Provider, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

40. *Temporary Debris Management Site (TDMS)* – Site where collected debris is taken by the County and/or Service Provider(s) for staging and processing prior to final disposal.

41. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

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

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

43. *Volatile Organic Compounds (VOCs)* – VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with ground-water to a drinking- water supply.

44. *White Goods* – As outlined in FEMA Publication 325, 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 and must be removed. The EPA 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:

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

45. *Work* – Any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by Service Provider under this Agreement.

B. Acronyms

ACM ..... Asbestos Containing Material

C&D ..... Construction and Demolition
CFR ..... Code of Federal Regulations
DMSP..... Debris Monitor Service Provider
DRSP..... Debris Removal Service Provider
EMC ..... Emergency Management Coordinator
EOC..... Emergency Operations Center
EPA..... Environmental Protection Agency
ESA..... Endangered Species Act
ESF..... Emergency Support Function
FEMA ..... Federal Emergency Management Agency
FHWA ..... Federal Highway Administration
GIS..... Geographic Information System
GPS ..... Global Positioning System
HHW ..... Household Hazardous Waste
IA ..... Individual Assistance
ICS ..... Incident Command System
NRCS..... Natural Resources Conservation Service
NRF ..... National Response Framework
OEM..... Office of Emergency Management
OSHA..... Occupational Safety and Health Administration
PA ..... Public Assistance
PDA ..... Preliminary Damage Assessment
PNP ..... Private Nonprofit
PPDR ..... Private Property Debris Removal
PPE..... Personal Protective Equipment
PW ..... Project Worksheet
RACM ..... Regulated Asbestos Containing Material
RCRA..... Resource Conservation and Recovery Act
RFP..... Request for Proposal
ROE ..... Right-of-Entry
ROW ..... Right-of-Way
RRC ..... Rapid Response Crew
SHPO..... State Historic Preservation Officer
TCEQ ..... Texas Commission on Environmental Quality
TDMS ..... Temporary Debris Management Site
TDSR Site ... Temporary Debris Storage and Reduction Site
TSDF ..... Hazardous Waste Treatment, Storage, and Disposal Facility
TxDOT ..... Texas Department of Transportation
USACE ..... United States Army Corps of Engineers

USDA ..... United States Department of Agriculture
VOCs ..... Volatile Organic Compounds

SUBCONTRACTING:

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project along with a description of their respective duties. (See Section XIV. Questions I. and J.)

Contractor may not sell, sublet, or otherwise delegate services outlined in this proposal to others without written consent of the County.

The use of Debarred Subcontractors is prohibited. A complete list of federally debarred contractors can be found at www.sam.gov. It is the sole responsibility of the Contractor to ensure that Subcontractor(s) are in good standing with Office of Federal Contract Compliance Program (OFCCP).

EQUIPMENT:

Proposers shall supply a list of equipment owned by the company, or provide proof of the ability to obtain the necessary type of equipment, needed to successfully perform the job duties under this contract i.e. Trucks, loaders, towers, temporary office buildings, etc.

All vehicles used in the operations of this contract must be clearly identified with the Contractor's name. Personal use vehicles are exempt.

ADJUSTMENTS, ADDITIONS OR DELETIONS:

Requests by the County for additional service and/or service suggestions made by the contractor which exceed agreed upon scope, shall be provided in writing including itemized pricing. If agreed upon in writing by the County, contractor may produce with additional services with the understanding charges shall be shown on billing invoice in a category stating "Additions to Contract" and must itemize the quote and invoice.

MINIMUM QUALIFICATIONS OF PROPOSERS:

By submitting a proposal, the Proposer certifies that they are a duly qualified, capable, and otherwise bondable business entity that is not in receivership or contemplates same, nor has filed for bankruptcy. The Proposer must not be indebted to the County and shall not owe any back taxes to the County. The Proposer warrants they are familiar with all laws, regulations, and customs applicable to the type of business required herein.

The selected firm must be experienced and knowledgeable with the Federal Emergency Management Administration ("FEMA") and Insurance reimbursement rules and procedures and must demonstrate such to the County in its proposal and subsequent selection process presentations. The selected firm must also demonstrate experience and knowledge with state, local and federal environmental regulating and permitting agencies.

Proposers must demonstrate knowledge of this information to the County in its proposal and subsequent selection process presentations.

The selected firm will be responsible for staying current with all FEMA, NRCS, OSHA, FHWA, TXDOT, TCEQ, TPWD, and THC agency guidelines and regulations and **will be responsible for advising the County from beginning to end to ensure maximum financial recovery for the County.**

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The firm is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C, in any lower tier covered transaction it enters into.

By signing and submitting its proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the proposer or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the federal government may pursue available remedies including, but not limited to, suspension and/or debarment. The proposer or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

RIGHT OF THE COUNTY TO REQUEST FURTHER DOCUMENTATION:

The County reserves the right to request additional documentation that it deems appropriate and necessary for the review and award process during both the initial proposal review process and the award/appointment phase.

QUESTIONNAIRE:

Each proposer shall give written responses to the following questions in their proposal response.

A. Name of a person who is authorized to answer questions regarding the firm's proposal.

B. Year the firm was established and former names of the firm, if applicable.

C. Name of principals and key personnel in the firm along with a brief biography of each highlighting their experience in providing services similar in scope to this project.

D. Supply the name of the person who will serve as the primary contact and/or supervisor of this project along with a brief biography of his/her experience in providing services similar in scope to this project.

E. Supply the name of other key personnel assigned to this project along with a brief biography of his/her experience in providing services similar in scope to this project.

F. List any certifications or licenses held by the firm's principals or employees that are related to Debris Management.

G. List any additional experience that would make the firm uniquely qualified for this project.

H. Provide narrative that demonstrates firm's knowledge of Federal, State, and local laws and regulations governing this type of work and familiarity with FEMA, NRCS, OSHA, FHWA, TXDOT, TCEQ, EPA, TPWD, and THC.

I. If firm intends to utilize subcontractors, provide subcontracting protocols and procedures. In addition provide a subcontracting plan that provides a clear description of the percentage of work the offeror may subcontract.

J. Provide list of all subcontractors with whom the firm has agreements for post-disaster support provide brief biography/resume of each principal and key personnel of those identified firms highlighting their experience in providing services similar in scope to this project.

K. Provide a listing of current and possible future commitments in Texas in regards to other debris removal and disposal contracts with a detailed explanation of how the firm will manage multiple contracts in the event of a regional or statewide disaster. Include in the narrative the firm's ability to respond to the County of Hidalgo with the full force of manpower committed in its proposal.

L. Provide a narrative description of the firm's approach to debris removal and disposal operations. At a minimum, the applicant shall provide the following information:

1. Scope and sequence of debris removal operations to be performed.

2. The firm's ability to respond and deliver debris removal service within twenty-four (24) hours of the County of Hidalgo's issuance of the "Notice to Proceed."

3. How the firm would address multiple contracts being activated at the same time. Explain how personnel and equipment would be divided among multiple contracts being activated at the same time.

4. The adequacy of your resources, including equipment, personnel, supplies, sub-contractors and other resources that could benefit the County.

5. An organizational chart noting supervisory and other key personnel, the team and project management structure, and the ratio of supervisors to field staff.

6. Provide a past or normally used Debris Management Safety Plan and Operational Plan utilized by your company.

7. Overview of safety training, monitoring and enforcement.

8. Procedures for tracking, data collection, documentation, verification functions and reporting.

9. The firm's ability to provide appropriate training for personnel that will be employed under this project.

10. How the firm documents and resolves damages.

11. How will the firm ensure that the Temporary Debris Sites are secured twenty-four (24) hours a day, seven (7) days a week for the length of the operation?

12. The use of EPA Approved technicians to collect ozone depleting refrigerants, mercury or compressor oils from white goods, and how this will be tracked and documented.

13. Firm's ability to assess regional landfill capacities and costs to determine reduction vs disposal possibilities.

14. How will the firm complete the project within the time frame requested.

15. How firm will satisfy applicable local, State, and federal statutory and regulatory requirements.

16. How firm will adhere to FEMA guidelines that govern the eligibility of recovery services for possible Federal reimbursement of the County of Hidalgo's cost.

***If there are exceptions to the project work as described, provide explanations and detail.**

M. The successful proposer will be required to execute a written contract prepared and approved by the County Attorney. Any sample vendor contracts may be included with the proposal for review by our County Attorney prior to award of the proposal.

N. Proposer shall submit a Complete Price Book detailing services and prices and the Schedule of Fees/Price Proposal forms included in this Request for Proposal. For an item indicated as $0, an explanation must be provided to explain how this cost will be assessed if this item is encountered.

DESCRIPTION OF DESIGNATED AREAS:

The designated area for debris removal (the County right-of-way) is comprised of the incorporated areas of the County of Hidalgo and includes public property and Right-of-Way (ROW), County parks and Temporary Debris Management Sites (TDMS) and Citizen Collection Centers (CCC). The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

The County Debris Manager will authorize and approve which services the Service Provider(s) shall provide from the scope of services and which zones/areas must be prioritized.

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Service Provider shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited unless approved by the County Debris Manager. The Debris Removal Service Provider (DRSP) shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Service Provider shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

The DRSP shall deliver all disaster related debris to a County approved Temporary Debris Management Site (TDMS) or County approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state, and federal regulations.

All Final Disposal Sites must be approved, in writing, by the County Debris Manager. The DRSP will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. Debris Removal and Disposal operations and remediation must comply with all local, state, and federal safety and environmental standards. The DRSP reduction, handling, disposal and remediation methods must be approved, in writing, by the County Debris Manager.

The County will arrange and incur all tipping fees at approved Final Disposal Site(s).

The DRSP shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state, and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect TDMS's, CCC's, verify quantities, review operations and re-certify truck/trailer capacities at any time.

TEMPORARY DEBRIS MANAGEMENT SITES / CITIZEN COLLECTION CENTERS

A. The County will assist in identifying TDMS(s). Site information can be provided upon request. The cost associated with preparing, operating and remediating these sites used as TDMS in the County is a cost borne by the DRSP and compensated based on the DRSP proposal for Debris Removal and Disposal.

B. The DRSP Operations Manager will assign a Foreman to the (each) TDMS or CCC, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The TDMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational reports to the DRSP Operation Manager, who will in turn provide this information to the County. These daily reports must meet the requirements of FEMA or other federal agencies, and other reimbursement and regulatory governmental agencies.

C. DRSP will prepare and maintain the TDMS(s) to accept and process all eligible storm debris. Preparation and maintenance of these sites shall include the following:

- Maintaining the TDMS(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.

- Ensuring only Service Provider vehicles and others specifically authorized by the County will be allowed to use the TDMS(s)

- Providing TDMS(s) utilities which include but are not limited to water, lightning and portable toilets.

- Providing TDMS(s) facilities such as, but are not limited to, temporary office buildings.

- Providing TDMS(s) and CCC's with traffic control which includes, but is not limited to, traffic cones and staff with traffic flags.

- Providing TDMS(s) dust control and erosion control which includes but is not limited to an operational water truck, silt fencing, and other best management practices.

- Providing TDMS(s) One per site fire protection which includes but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.

- Providing TDMS(s) and CCC(s) with soil barriers, berms and other control measures for House Hold Hazardous Waste, White Goods and Electronic Debris that may be incurred during the disposal process.

- Provide EPA approved technicians at these sites to collect ozone depleting refrigerants, mercury or compressor oils from white goods, and provide documentation of removal.

- Providing 24-hour site security for TDMS(s).

- Environmental monitoring will be conducted on a continuous basis during operations. In the event that environmental concerns are discovered, the DRSP shall halt operations until remediation can occur to rectify the issue to the approval of the County and TCEQ (if needed).

- Safety monitoring will be conducted on a continuous basis during operations. In the event that a safety concern is identified, the DRSP shall halt all operations until such time the safety concern can be rectified or eliminated. The DRSP shall document the safety concern and the actions taken to rectify or eliminate it.

- Restoring the site to its original condition prior to site use. Site remediation includes returning original site grade, sod, and other physical features. Site remediation also includes returning the site to its original condition as verified through soil and groundwater samples.

D. DRSP will be responsible for removing all debris from each CCC site on a daily basis.

E. DRSP will be responsible for returning all utilized TDMS to their original condition prior to site use. TDMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. TDMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. TDMS remediation will follow all state and federal environmental regulatory requirements and is subject to final approval by the County and the Texas Commission on Environmental Quality (TCEQ). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

I. STATEMENT OF WORK

A. Under this contract, work shall consist of coordinating and mobilizing a reasonable and appropriate number of debris removal and reduction crews, as approved by the County Debris Manager. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written notice to proceed is issued to the DRSP) by the Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest,

FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as required by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 1 through 16. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris by mechanical equipment (hand loading is strictly prohibited); 3) hauling debris to County approved TDMS(s) or County approved Final Disposal Site(s); 4) reducing disaster related debris through a means approved by the County Debris Manager; 5) hauling reduced debris to a County approved Final Disposal Site; and 6) disposing of reduced debris at a County approved Final Disposal Site. Debris not defined as eligible by FEMA Publication 325 or state or federal Disaster Assistance Directorates (DADs), Disaster Assistance Policies (DAPs) or Recovery Policies (RPs) will not be loaded, hauled or dumped under this contract unless written instructions are given to the Service Provider by the County Debris Manager. It shall be the Service Provider's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Debris Removal Service Provider (DRSP) was issued notice to proceed, unless otherwise directed by the County Debris Manager, in writing.

B. County personnel will complete the initial debris clearance for access from public streets, including the moving of debris to unblock a street. The County intends to perform debris clearance for access within its own forces or under existing contracts between the County and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner and the DRSP may be directed to perform them.

C. After activation of the contract and after a preliminary damage assessment, the County and the DRSP, together, will establish a time limit in which work will be completed. In addition, a schedule of events will be established to identify at a minimum:

- Start of debris removal operations
- First pass of the removal of pubic and/or private vegetative debris
- Second pass of the removal of pubic and/or private vegetative debris
- Last pass of the removal of public and/or private vegetative debris
- Last pass for all eligible debris
- If opened, the closure and remediation of CCCs and TDMSs

D. Scope of services under this contract includes, but is not limited to:

1. **Emergency Road Clearance**

At the request of the County this contract, work shall consist of all labor, equipment, fuel, and associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster. All roadways designated by the County Debris Manager shall be clear and passable within 70 working hours of the issuance of Release Orders from the County to conduct emergency roadway clearance work. The County may choose to extend the Service Provider's 70-hour limit through a written request. The Service Provider shall assist the County and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (e.g. certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Hourly Labor and Equipment Price

Schedule.

2. **ROW Vegetative Debris Removal**

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport disaster-related vegetative debris existing on the County ROW to a County approved TDMS or a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations. ROW Vegetative Debris Removal will be accomplished as identified and/or approved by the County Debris Manager.

- For the purposes of this contract, vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

- Once the debris removal vehicle has been issued a Load-Out Ticket from the County's authorized representative, the DRSP vehicle will travel immediately to a County approved TDMS or a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a Load Out ticket has been issued.

- All debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.

- Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE), Hold Harmless and other required legal agreements as well as operational procedures.

- The DRSP must provide traffic control as conditions require or as directed by the County Debris Manager.

3. **ROW C&D Debris Removal**

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Construction and Demolition (C&D) debris existing on the County ROW to a County approved TDMS or County approved Final Disposal. ROW C&D removal will be accomplished as identified and/or approved by the County Debris Manager.

- For the purposes of this contract, C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

- Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the DRSP vehicle will travel immediately to a County approved TDMS or a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

- All debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.

- Entry onto private property for the removal of C&D hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE), Hold Harmless and other required legal agreements as well as operational procedures.

- The DRSP must provide traffic control as conditions require or directed by the County Debris Manager.

4. **Demolition, Removal, Transport and Disposal of Non-RACM Structures**

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, debris generated from the demolition of Non-RACM structures, as well as scattered C&D debris on private property, will be transported to a County approved Final Disposal Site in accordance with all federal, state, and local rules and regulations.

- County representative will accompany the DRSP for all pre-inspections, decommissioning actions, and demolitions of structures.

- Decommissioning consists of the removal and disposal of all HHW, Electronic Debris, White Goods, and Waste from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.

- Removal and transportation of Non-RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

- Once the DRSP vehicle has been issued a Load-Out ticket from the County's authorized representative, the debris removal vehicle will travel immediately to a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a Load-Out ticket has been issued.

- Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE), Hold Harmless and other required legal agreements as well as operational procedures.

- The DRSP is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures.

5. **TDMS(s) Management, Operations and Reduction through Grinding**

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate TDMS(s) for the acceptance, management, segregation, staging and reduction through grinding of disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The size of the reduced debris (chips) for vegetative debris must be identified before operations begin and approved by the County Debris Manager. The TDMS(s) layout and ingress, egress, traffic, safety zones for reduction areas must be identified in the operations plan to be submitted to and approved by the County Debris Manager before operations begin. In addition, the DRSP will provide a safety plan for review and approval by the County Debris Manager before operations begin. Safety is a first priority for the County of Hidalgo.

The management of TDMS(s) includes assistance in obtaining 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) and TCEQ. The DRSP shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

- The DRSP is responsible for operating the TDMS(s) in accordance with EPA and TCEQ guidelines.
- Debris at TDMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste, etc.) and program (ROW collection, private property debris removal, etc.).
- All un-reduced storm debris must be staged separately from reduced debris at the TDMS(s).
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- The DRSP is responsible for all associated costs necessary to provide insect and rodent control.
- The DRSP is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of

visible contaminants, White Goods, Electronic Debris and/or HHW that may be mixed with disaster debris.

- The DRSP is responsible for the removal of ozone depleting refrigerants, mercury or compressor oils from White Goods by an approved EPA technician qualified to do so and provide documentation of removal of such contaminants before final disposal.

- The DRSP is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the County. The cost associated with qualified personnel and lined containers/containment areas for contaminant segregation, as well as contaminant disposal from TDMS locations, is a cost reflected in the scope of services.

- The DRSP is responsible for providing 24-hour TDMS(s) security. The DRSP will only permit DRSP vehicles and others specifically authorized by the County or its authorized representative on site(s).
- The DRSP shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls.

Upon completion of haul-out activities, the DRSP shall be responsible for remediating the site to its original condition prior to site use. Site remediation shall include, but is not limited to, returning the original site grade, sod, and other physical features. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation shall also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation shall abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and TCEQ.

6. **TDMS(s) Management, Operations and Reduction through Air Curtain Incinerators (Includes Portable)**

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate TDMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of disaster related debris. ACI reduction must be approved by the County Debris Manager, County of Hidalgo Fire Marshal, Texas Forest Services, TCEQ and any other applicable regulatory agencies as required prior to commencement of reduction activities. The TDMS(s) layout and ingress, egress, traffic route, safety zones for reduction areas must be identified in the operations plan to be submitted to and approved by the County Debris Manager before operations begin. In addition, the DRSP will provide a safety plan for review and approval by the County Debris Manager before operations begin. Safety is a top priority for the County of Hidalgo.

- The management of TDMS(s) includes assistance in obtaining 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 EPA and TCEQ. The DRSP shall also be responsible any and all costs associated with third-party groundwater and soil testing which will be conducted continuously during operations.

- The DRSP is responsible for operating the TDMS(s) in accordance with, EPA and TCEQ guidelines.

- Debris at TDMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.) and program (ROW collection, private property debris removal, etc.).

- All un-reduced storm debris must be staged separately from reduced debris at the TDMS(s).

- The DRSP is responsible for all associated costs necessary to provide TDMS(s) utilities such as, but not limited to, water, lighting and portable toilets.

- The DRSP is responsible for all associated costs necessary to provide TDMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

- The DRSP is responsible for all associated costs necessary to provide TDMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.

- The DRSP is responsible for all associated costs necessary to provide TDMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

- The DRSP is responsible for all associated costs necessary to provide insect and rodent control.

- The DRSP is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible contaminants, White Goods, Electronic Debris and/or HHW that may be mixed with disaster debris.

- The DRSP is responsible for the removal of ozone depleting refrigerants, mercury or compressor oils from White Goods by an approved EPA technician qualified to do so and provide documentation of removal of such contaminants before final disposal.

- The DRSP is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the County. The cost associated with qualified personnel and lined containers/containment areas for contaminant segregation, as well as contaminant disposal from TDMS locations, is a cost reflected in the scope of services.

- The DRSP is responsible for providing 24-hour TDMS(s) security and fire tender.

- The DRSP will only permit DRSP vehicles and others specifically authorized by the County or its authorized representative on site(s).

- The DRSP shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls.

- The Service Provider is responsible for all associated costs necessary to test residual ash from processing for arsenic and other Volatile Organic Compounds (VOCs) as deemed necessary based on TDMS operations.

Upon completion of haul-out activities, the DRSP will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; 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 County and TCEQ.

7. **TDMS(s) Management, Operations and Reduction through Controlled Open Burning**

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate TDMS(s) for the acceptance, management, segregation, staging and reduction through controlled open air burning of disaster related debris.

Controlled open air burning must be approved by the County Debris Manager, County Fire Marshal, Texas Forest Service, TCEQ and any other applicable regulatory agencies as required prior to commencement of reduction activities. The TDMS(s) layout and ingress, egress, traffic route, safety zones for reduction areas must be identified in the operations plan to be submitted to and approved by the County Debris Manager before operations begin. In addition, the DRSP will provide a safety plan for review and approval by the County Debris Manager before operations begin. Safety is a top priority for the County of Hidalgo.

- The management of TDMS(s) includes assistance in obtaining 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 EPA and TCEQ. The DRSP shall also be responsible any and all costs associated with third-party groundwater and soil testing.

- The DRSP is responsible for operating the TDMS(s) in accordance with, EPA and TCEQ guidelines.

- Debris at TDMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.) and program (ROW collection, private property debris removal, etc.).

- All un-reduced storm debris must be staged separately from reduced debris at the TDMS(s).

- The DRSP is responsible for all associated costs necessary to provide TDMS(s) utilities such as, but not limited to, water, lighting and portable toilets.

- The DRSP is responsible for all associated costs necessary to provide TDMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

- The DRSP is responsible for all associated costs necessary to provide TDMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.

- The DRSP is responsible for all associated costs necessary to provide TDMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

- The DRSP is responsible for all associated costs necessary to provide insect and rodent control.

- The DRSP is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible contaminants, White Goods, Electronic Debris and/or HHW that may be mixed with disaster debris.

- The DRSP is responsible for the removal of ozone depleting refrigerants, mercury or compressor oils from White Goods by an approved EPA technician qualified to do so and provide documentation of removal of such contaminants before final disposal.

- The DRSP is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the County. The cost associated with qualified personnel and lined containers or containment areas for contaminant segregation, as well as contaminant disposal from TDMS locations, is a cost reflected in the scope of services.

- The DRSP is responsible for providing 24-hour TDMS(s) security and fire tender.

- The DRSP will only permit DRSP vehicles and others specifically authorized by the County or its authorized representative on site(s).

- The DRSP shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls.

- The DRSP is responsible for all associated costs necessary to test residual ash from processing for arsenic and other Volatile Organic Compounds (VOCs) as deemed necessary based on TDMS operations.

Upon completion of haul-out activities, the DRSP will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; 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 County and TCEQ.

8. **Haul-Out of Reduced Debris to a County Approved Final Disposal Site**

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced material such as, but not limited to, ash, Vegetative mulch, compacted C&D or mulch existing at a County approved TDMS(s) to an approved Recycling Site or Final Disposal Site in accordance with all federal, state, and local rules and regulations. The DRSP shall not receive any payment from the County for Haul-Out or Load-Out tickets related to reduced or un-reduced debris transported and disposed of at a non- County approved Final Disposal Site.

- The DRSP is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible contaminants, White Goods, Electronic Debris and/or HHW that may be mixed with disaster debris.

- The DRSP is responsible for the removal of ozone depleting refrigerants, mercury or compressor oils from White Goods by an approved EPA technician qualified to do so and provide documentation of removal of such contaminants before final disposal.

- The DRSP is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the County. The cost associated with qualified personnel and lined containers/containment areas for contaminant segregation, as well as contaminant disposal from TDMS locations, is a cost reflected in the scope of services.

9. **Removal of Hazardous Leaning Trees and Hanging Limbs**

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all hazardous trees six inches or greater in diameter, measured four-and-a-half (4 ½) feet from the base of the tree and hazardous hanging limbs two (2) inches or greater in diameter when measured at the break existing on the County ROW. Debris generated from the removal of hazardous trees and hanging limbs two inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Hazardous leaning trees less than six inches in diameter, measured four-and-a-half feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2.

The County will not compensate the DRSP for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all hazardous leaning trees and hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the County ROW then the DRSP must load the resulting debris as hazardous leaning tree or hazardous hanging limbs as they are removed.

- Hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of hazardous trees six inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the DSRP, in writing, by the County Debris Manager. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:

    1) The tree is leaning in in a direction that poses an immediate threat to public health, welfare and safety.

    2) The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.

    3) The tree has a split trunk that exposes heartwood.

- Removal and placement of hazardous hanging limbs two inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the DRSP, in writing, by the County Debris Manager. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

    1) The limb is still hanging in a tree and threatening a public- use area.

    2) The limb is located on improved public property.

    3)

10. **Removal of Hazardous Stumps**

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary to remove hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved TDMS or a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

Hazardous stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal vegetative debris and removed in accordance with scope of services item 2. 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 (Reference – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

- Hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and

diameter of hazardous stumps will be communicated to the DRSP, in writing, by the County Debris Manager. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:

1) Fifty percent or more of the root ball is exposed.

2) The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

- Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) 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 (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (Reference – FEMA Stump Conversion Table).

- The County or its authorized representative will measure and certify all eligible stumps prior to removal.

11. **Sand, Silt, and Debris Removal from Detention/Retention/Canal/Navigable/ROW areas or Structures**

Under this element, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs, and other associated costs necessary to collect sand, silt, and debris from County detention/retention/canal/navigable/row areas or structures and transport to a County approved final disposal site in accordance with all federal, state, and local rules and regulations.

- For the purposes of this element, sand, silt, and debris existing in County of Hidalgo detention/retention/canal/navigable/row areas or structures will be removed to a depth designated by the County or the County's authorized representative.

- Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle or spoil material will travel immediately to a County approved final disposal site. The debris removal vehicle will not collect additional debris or spoil material once a load ticket has been issued.

12. **Household Hazardous Waste Removal Transport and Disposal**

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

- The removal, transportation and disposal of HHW includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.

- All HHW shall be managed as hazardous waste and disposed of at a permitted TSDF or acceptable recycling facility. The facility for recycling or final disposal site must be approved in writing by the County.

13. **ROW White Goods Debris Removal**

Under this contract, work shall consist of all vehicles, 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 County approved TDMS, decontamination, and transportation to a County approved facility for recycling or final disposal. The facility for recycling or final disposal site must be approved in writing by the County. White goods containing contaminants such as ozone depleting refrigerants, mercury or compressor oils must first have such contaminants removed by the DRSP's EPA qualified technicians prior to mechanical loading.

- White Goods can be collected without first having contaminants removed if the White Goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

- The removal, transportation, and recycling or final disposal of White Goods includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.

- All White Goods containing food items shall be decontaminated in accordance with local, state, and federal law prior to recycling.

- The DRSP shall recycle or dispose of all White Goods in accordance with all rules and regulations of local, State, and federal regulatory agencies.

14. **Dead Animal Carcasses**

Under this element, work shall consists of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a County approved Final Disposal Site. The DRSP shall coordinate activities with the County and appropriate state agencies, if needed.

- Disposal of animal carcasses must be compliant with the Texas Department of Agriculture, Texas Animal Commission and TCEQ rules for handling, solid waste, and air quality.

15. **Other Debris Removal Work**

Neither the DRSP nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement.

II. TECHNICAL SPECIFICATIONS

A. Drug Free Workplace:

In the interest of job safety and to protect the general public, other DRSPs and the County's employees from the consequences of accidents that are caused by worker abuse of controlled substances on County construction projects, the Respondent certifies by submission of its proposal that it will make a good faith effort to maintain a drug-free jobsite.

B. Changes in Statement of Work:
The County Debris Manager or EOC Manager may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

C. Pre-Event:
DRSP shall appoint a Project Manager, who will be the County's primary point-of contact. The Project Manager will be responsible for all services and personnel that are provided by the DRSP. The Project Manager, at no cost to the County, shall:

- Participate in annual planning meetings with the County of Hidalgo and other representatives to review the Disaster Debris Management Plan.

- Participate in certain County-directed disaster recovery training and/or exercises.

D. Notice to Proceed:
The County shall issue official written Notice to Proceed for the services referenced in this contract. Notice to Proceed shall be sent via electronic transmission (e-mail, fax, etc.). If the DRSP's authorized representative is on site in the County then the written notice to proceed may be hand delivered. Under no circumstances shall the County be liable for any services rendered unless the written notice to proceed has been sent and received by the DRSP(s). The DRSP(s) must acknowledge receipt of the written notice to proceed.

E. Mobilization:
Within 12 hours of notice to proceed from the County, the DRSP will mobilize an Operations Manager to the County. The Operations Manager will assist the County in planning for the operation and mobilization of DRSP personnel and equipment necessary to perform the work assignments to support the scope of work. If the DRSP does not send an Operations Manager within 18 hours after the Notice to Proceed by the County, the County may then go to the next awarded DRSP for their services instead of using the first DRSP.

- Within 24 hours of notice to proceed from the County, the DRSP shall mobilize equipment and resources in the County to begin debris removal operations as directed by the County Debris Manager. As part of the DRSP's mobilization effort the DRSP should be prepared to provide an on-site office trailer for the duration of the project as directed by the County.

- When additional debris removal support is needed to meet requirements of this contract, the DRSP shall be prepared to increase the number of staff and/or equipment to support the additional needs.

F. Use of Local Resources:
As per the Robert T. Stafford Act and Federal Emergency Management Agency (FEMA) regulations, the DRSP(s) shall give first priority to using resources located within the disaster area, including but not limited to procuring supplies and equipment, awarding subcontracts and

employing workers.

G. On-Site Project Manager:
The DRSP(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The DRSP(s) project manager must be available 24 hours a day, or as required by the County Debris Manager.

1) The On-Site Project Manager is required to submit a daily report to the County Debris Manager for approval, which identifies daily and cumulative totals of service provided by the DRSP towards work completion.

H. Time of Completion:
Services shall commence upon written notice to proceed from the County Debris Manager or his/her designee. For each event in which the contract is activated the County and the DRSP will develop a project completion date. The project completion date may be revised if mutually agreed upon by the County and the DRSP.

I. Temporary Debris Site Foreman(s):
The DRSP(s) shall provide a Foreman for each TDMS and CCC activated. The Foreman shall be responsible for the management and safety of all operations at the site to include:

- Safety (Plans, Meetings and oversight)
- Traffic Control
- Dumping Operations
- Segregation of debris
- Reduction of debris
- Fire protection and safety
- Monitoring and documenting equipment use
- Monitoring and documenting labor time
- Monitoring and documenting damage or incidents
- Providing daily operational reports

J. Work Hours:
The DRSP(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the DRSP(s). Unless otherwise directed, the DRSP(s) must be capable of conducting volumetric reduction operations at TDMS locations on a 24 hour, 7 days a week basis.

K. Safety:
The DRSP shall be solely responsible for maintaining safety at all work sites including TDMS(s) and debris collection sites. The DRSP shall take all reasonable steps to insure safety for both workers and visitors to TDMS(s) and debris collection sites. Safety at TDMS(s) and debris collection sites includes, but is not limited to, traffic control such as traffic cones and flag

personnel. The DRSP(s) will also be solely responsible to ensure that all requirements are met and identify a safety officer to provide oversight to the assigned project for the duration of this contract.

1) The DRSP shall provide a safety plan to the County Debris Manager.

2) The DRSP shall conduct periodical safety meetings with all staff and Subcontractors. The meeting shall be documented to include the following:

- Personnel Sign-in sheet
- Topics Discussed
- Date and Time Started/Ended

*A copy of this document shall be provided to the County Debris Manager.

L. Equipment:

1. All trucks/trailers and other equipment must be in compliance with all applicable local, state, and federal rules and regulations. Any truck/trailer or equipment used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

2. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two-inch by six-inch boards or greater and not to extend more than two feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use and randomly during the operations as deemed necessary.

3. Debris shall be reasonably compacted into the hauling vehicle using mechanical equipment. Hand loading of vehicles is strictly prohibited unless White Goods are being loaded prior to contaminants such as ozone depleting refrigerants, mercury or compressor oils being removed. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved TDMS or a County approved Final Disposal Site.

4. Trucks or equipment designated for use under this contract shall not be used for any other work. The DRSP(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the DRSP(s) mix debris hauled for others with debris hauled under this contract.

5. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

6. Hand loaded vehicles are strictly prohibited unless pre-authorized, in writing, by the County Debris Manager or for the loading of White Goods that have not had contaminants such as ozone depleting refrigerants, mercury or compressor oils removed. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

M. Traffic Control:

The DRSP(s) shall mitigate the impact of their operations on local traffic to the fullest extent

practical. The DRSP(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDMS(s) and CCC(s). The DRSP(s) shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state, and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the DRSP(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the DRSP(s) for traffic control is an overhead expense planned as part of the DRSP's compensation under the terms and conditions of scope of service.

N. Facilities at TDMS Locations:
The DRSP(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of DRSP personnel, DRSP Subcontractors and County authorized representatives. The toilets shall be provided prior to start of any dumping operations and kept in a sanitary condition by the DRSP(s) throughout the duration of dumping operations. The expense incurred by the Service Provider(s) for the operation of portable toilets is an overhead expense planned as part of the DRSP's compensation under the terms and conditions of scope of services items 6, 7, and 8.

O. Environmental Protection:
1. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the DRSP(s) must be used and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

2. DRSP(s) and DRSP Sub Contractors shall not perform maintenance on over-the road equipment at TDMS(s). Maintenance of equipment that typically remain at the TDMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the TDMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

3. The DRSP(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The DRSP(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

4. The DRSP(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

5. The DRSP(s) shall immediately report all incidents to the County Debris Manager or the authorized representative that affect the environmental quality of TDMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks. All reports will be documented in the Site Log with actions taken to correct the issue.

6. The DRSP must notify the County regarding any fluid or chemical spillage so that the County or its authorized representative can review and approve of the cleanup.

P. Debris Site Tower(s) Specifications:
1. The DRSP(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If

ingress and egress of a TDMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the DRSP(s) may be required to provide a second tower. The expense incurred by the DRSP for the construction of towers is an overhead expense planned for as part of the DRSP's compensation under the terms and conditions of scope of services items 6, 7, 8, and 9.

2. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

3. Debris Site Tower(s) shall be inspected by a County official before operations begin.

Q. Rapid Response Crew.
DRSP(s) shall be required to provide the County with access to one or more Rapid Response Crews (RRC) as directed by the County. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for the overall County recovery process.

R. Damages:
1. The DRSP shall repair any damages caused by the DRSP equipment in a timely manner at no expense to the County. If there is disagreement between a resident and the DRSP as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the DRSP's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

2. To the extent that the County deems the DRSP negligent in management practices, the County may withhold from retainage money or invoice the Service Provider(s) for time and material costs associated with resolving issues or damages related to the DRSP's work.

S. Existing Utilities:
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 DRSP'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 (i.e. water and sewer). The Service Provider(s) shall pay all such costs to the utility company for any adjustments.

2. The County may choose either to have the DRSP make the necessary repairs or have the DRSP pay all costs incurred to repair damaged utilities that are a result of the DRSP, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the DRSP.

T. Documentation and Measurement:
1. The Service Provider is responsible for ensuring that all labor and equipment used for Emergency Push activities (those occurring in the first 70 hours of the event) is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.

2. All DRSPs(s) trucks/trailers used for collection and hauling of debris from the County ROW to County approved TDMS(s) or County approved Final Disposal Sites shall be measured (inside bed measurements) and certified for total cubic yard volume by the County or County-authorized representative. The DRSP shall provide a representative to attest to the certification/measuring process. It is the DRSP's responsibility to verify the accuracy of truck/trailer certifications within 24 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck total capacity in cubic yards, DRSP name, assigned truck number, and other pertinent information, as determined by the County Debris Manager . If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or communities.

3. The DRSP(s) is responsible for ensuring that all personnel (which include Subcontractors) maintain a valid driver's licenses and equipment legally fit for travel on the road.

4. Load-Out and Haul-Out tickets will be provided by the County or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.

    - Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.

    - Each ticket shall be used to document the location the disaster related debris was collected (e.g. street address or GPS) and the type of debris picked up, hauled, reduced and disposed. DRSP are responsible for ensuring all Load-Out, Haul-Out and unit rate tickets are fully completed. No payment will be made by the County for incomplete Load-Out, Haul-Out or unit rate tickets submitted for payment.

    - Load-Out and Haul-Out tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the Load-Out or Haul-Out ticket, and provide four copies to the vehicle operator. Upon arrival at the TDMS or County approved Final Disposal Site, the vehicle operator will present the four copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the County authorized representative present at the TDMS or County approved Final Disposal Site. The County authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The County authorized representative will keep the second copy; three copies will be given back to the vehicle operator. One copy of the remaining three will be provided to the DRSP Site Foreman or DRSP Site Representative.

    - Loads of processed (e.g., chipped) debris being hauled from a TDMS to a County approved Final Disposal Site will follow the same procedures.

U. Post Event Recovery:
DRSP(s) will participate in the Hot-Wash, After-Action Reviews (AAR) and the implementation meetings to incorporate Corrective Actions identified in the AAR into the Disaster Debris Management Plan after exercises and live events.

SELECTION EVALUATION CRITERIA:

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County will establish a "Selection Committee" comprised of staff members to perform such evaluation. Each RFP received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the "Selection Committee" may select proposing organizations for "in person" presentation for some proposers. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected PROPOSER is subject to the action of Hidalgo County's Commissioners Court.

Hidalgo County will review all proposals for completeness. Those proposals found to be incomplete, or which fail to address the needs of the County as stated herein, will not be evaluated. Only those proposals furnished complete, with all required documentation, will be evaluated. Proposers are urged to initially submit their best offer.

During the evaluation process, Hidalgo County may request Proposer's representative to answer questions regarding the proposal. Failure of the Proposer to demonstrate that the claims made in its proposal are try may be sufficient cause for deeming a proposal non-responsive.

Experience, References, Reputation, and Compliance **20 Points**

- Experience and reputation in managing debris removal and disposal projects within State and Federal regulations and guidelines
- Personnel experience and training
- Financial stability

2. **Debris Management Services** **30 Points**
   - Degree of Hidalgo County liability in proposed debris management methods
   - Breadth of service and number of contracts Contractor can handle
   - Debris management methods and commitment to Hidalgo County 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) community types (for example, rural, urban, and suburban)

3. **Responsiveness of Proposal**
   15 Points
   - Demonstrated understanding of Hidalgo County's needs
   - Demonstrated understanding of requirements of the RFP and Contract
   - Quality of proposal and impression of response as it related to project

4. **Support and Training** **15 Points**
   - Demonstrated experience and ability to assist/train Hidalgo County prepare before event
   - Demonstrated experience and ability to support and train Hidalgo County during event
   - Demonstrated experience and ability to support and follow through with Hidalgo County after event

5. **Pricing** **20 Points**

- Based on Hidalgo County's most recent contracts/pricing and 2 Page Standard Pricing Worksheet

Total Points: 100 Points

PRICE PROPOSAL FORM/SCHEDULE OF SERVICES

There are numerous variables that accompany disasters, in regards to the location, size of area impacted and the amount and type of debris generated, that will influence the removal and disposal methods utilized by the County of Hidalgo. The award of a stand-by contract allows the County to use the items and services as the requirements and needs of the County as they arise. Quantities and/or services may be increased beyond the estimated quantities and/or services listed in this Request for Proposal, as necessary. Quantities may be decreased below the estimated quantities and/or services listed in this proposal, as necessary, if funding is not available or if items and services are no longer needed. The County is not obligated to pay for or use a minimum or maximum amount of items or services and payment will be made pursuant to the unit prices proposal in the contract. The Contractor shall have no claim against the County for anticipated profits for the estimated quantities listed, diminished, or deleted.

Additional Pricing for equipment, manpower, etc. can be included as an addition. However, proposer should ensure that reasoning for the addition and full description is provided for evaluation. If addition is for the substitution of an item listed in the proposal form, please identify.

This price form is not meant to be exclusive. The County has attempted to list equipment, items and/or services that would be normally utilized for this service. For items not listed that would be utilized by the Proposer for Debris Removal, please provide justification for use. These Pricing Worksheets will be used to establish cost reasonableness and price factors. For items that do not pertain to your proposal please indicate N/A.

Price Forms begin on the next section/page.

[Submitted by: ENTER FIRM NAME
for Hidalgo County, TX 2019]

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**
		10,155,000	**$0.00**
3 ROW C&D Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of eligible C&D debris on the ROW to an approved disposal facility.	**$ Per Cubic Yard**	**Estimated CY**	**Total**
		3,385,000	**$0.00**
4 Demolition, Removal, Transport, and Demolition of Eligible Non-RACM Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dipose of eligible non-RACM structures on private property.	**$ Per Cubic Yard**	**Estimated CY**	**Total**
		100	**$0.00**
5 Demolition, Removal, Transport, and Demolition of Eligible RACM Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dipose of eligible RACM structures on private property.	**$ Per Cubic Yard**	**Estimated CY**	**Total**
		100	**$0.00**
6 DMS Management and Operations Work consists of all labor, equipment, fuel, and associated costs necessary for the management and operation of DMS for acceptance, management, segregation, and staging of disaster related debris.	**$ Per Cubic Yard**	**Estimated CY**	**Total**
		13,540,000	**$0.00**
7 Reduction of Debris Through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding.	**$ Per Cubic Yard**	**Estimated CY**	**Total**
		10,155,000	**$0.00**
8 Reduction of Debris Through Air Curtain Incineration Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration.	**$ Per Cubic Yard**	**Estimated CY**	**Total**
		3,385,000	**$0.00**
9 Haul-out of Reduced Debris to Final Disposal Site Work consists of all labor, equipment, fuel, and associated costs necessary for loading and transporting reduced debris at an approved DMS to a final disposal facility.	**$ Per Cubic Yard**	**Estimated CY**	**Total**
		2,640,300	**$0.00**

Notes:

[Submitted by: ENTER FIRM NAME
for Hidalgo County, TX 2019]

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 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.	**$ Per Tree**	**Estimated Trees**	**Total**
6 inch to 12 inch diameter		752	$0.00
13 inch to 24 inch diameter		1,344	$0.00
25 inch to 36 inch diameter		668	$0.00
37 inch to 48 inch diameter		96	$0.00
49 inch and larger diameter		16	$0.00
Hanger Removal (2" or greater at the break and price per Tree)		108,936	$0.00
11 Removal of Eligible Hazardous Stumps Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible hazardous stumps and transportation to an approved DMS or other designated disposal facility.	**$ Per Stump**	**Estimated Stumps**	**Total**
24.1 inch to 36 inch diameter		334	$0.00
37 inch to 48 inch diameter		48	$0.00
49 inch and larger diameter		8	$0.00
12 Removal of Eligible White Goods Work consists of all labor, equipment, fuel, and associated costs necessary for the collection of eligible white goods, removal of refrigerants, transportation to an approved DMS, decontamination, and transportation to an approved final disposal facility.	**$ Per Unit**	**Estimated Units**	**Total**
		100	$0.00
13 Removal of Eligible Used Electronics Work consists of all labor, equipment, fuel, and associated costs necessary for the collection of eligible used electronics and transportation to an approved final disposal facility.	**$ Per Unit**	**Estimated Units**	**Total**
		50	$0.00
14 Removal of HHW Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible HHW and transportation to an approved final disposal facility.	**$ Per Pound**	**Estimated Units**	**Total**
		100	$0.00
~~15~~ Abandoned Eligible Vessel and Vehicle Removal Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible abandoned vessels and vehicles and transportation to an approved staging area.	**$ Per Unit**	**Estimated Units**	**Total**
		50	$0.00
16 Eligible Animal Carcass Removal and Disposal Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible animal carcasses and transportation to an approved final disposal facility.	**$ Per Unit**	**Estimated Units**	**Total**
		100	$0.00
Total Estimated Contract Price			$ -
(Total Price in words: and No Cents)		***Enter Firm Name)***	

Pricing Worksheet - B

First Response (Emergency Road Clearance-"Push")

Service Description	Unit	Unit Price
Personnel & Equipment (Operator, Fuel, Maintenance Included)		
Small Loader or Lrg. Skidsteer, (Push machine, wheeled or rubber tracked)*	Hour	
Supervisor with Truck (1 man, will assist toss operations)	Hour	
Operators with Chainsaw (2 man crew, cut and toss)	Hour	
Laborer with Tools (1 man, toss)	Hour	
Traffic Control/Safety Personnel (2 man crew, as needed)	Hour	
1 Total Hourly:	Hour	

Service Description	Size or Type	Unit	Unit Price
Heavy Equipment (Operator,Fuel, Maintenance Included)			
Skid Steer Loader (Mini-Loader)	Bobcat	Hour	
Backhoe	Cat 416	Hour	
Backhoe, Extend-a-hoe	Caterpillar	Hour	
Wheel Loaders	Cat 950	Hour	
Wheel Loaders	Cat 966	Hour	
Wheel Loaders	Cat 980	Hour	
Tracked Loader	Cat 955	Hour	
Towed Loader w/ Tractor	Prentice 210	Hour	
Self Loading Knuckle boom Truck	25-35 CY Body	Hour	
Self Loading Knuckle boom Truck	35-45 CY Body	Hour	
Dozer	CatD4	Hour	
Dozer	CatD5	Hour	
Dozer	CatD6	Hour	
Dozer	CatD7	Hour	
Dozer	CatD8	Hour	
Excavators	Cat 320	Hour	
Excavators	Cat 325	Hour	
Excavators	Cat 330	Hour	
Tractor w/ Box Blade	80Hp	Hour	
Motor Grader	Cat 120G	Hour	
30 Ton Crane	30Ton	Hour	
50 Ton Crane	50 Ton	Hour	
100 Ton Crane (8 hr minimum)	100 Ton	Hour	
Bucket Truck	Up to 50' reach	Hour	
Bucket Truck	50' to 75' reach	Hour	
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	
Mechanized Broom	Street Sweeper	Hour	
Water Truck	2000 Gallon	Hour	
Service Truck	N/A	Hour	
Stump Grinder	Vermeer252	Hour	
Stump Grinder	Vermeer752	Hour	
Stump Grinder	Vermeer 60TX	Hour	
Chipper w/2 man crew	Morbark Stmm	Hour	
12-Foot Tub Grinder	Morbark 1200	Hour	
13-Foot Tub Grinder	Morbark 1300	Hour	
14-Foot Tub Grinder	Diamond Z 1463	Hour	
12T Lowboy Trailer (Equip.Transport w/ Tractor)	12 Ton	Hour	
35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	
SOT Lowboy Trailer (Equip.TranS]' ort w/ Tractor)	50 Ton	Hour	
Truck Mounted Winch	Tow Truck	Hour	
Vacuum Trucle/Jetter	3500 Gallon	Hour	
Hauling Vehicles (Operator, Fuel, Maintenance Included)			
Dump Truck	5 to 15 CY	Hour	
Dump Truck	16to24CY	Hour	
DumpTmck	25 to 34 CY	Hour	
Dump Truck (Trailer Dump w/ Tractor)	35 to44 CY	Hour	
Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	
Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	
Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	
Dump Truck (Trailer Dump w/ Tractor)	>75CY	Hour	
Transportation Vehicles (Operator,Fuel,Maintenance included)			
Pickup Truck	1/2 Ton	Hour	
Pickup Truck	3/4 Ton, Ext. Cab	Hour	
Pikup Truck, 4x4	4x4	Hour	
Pickup Truck	1 Ton	Hour	
Box Truck	3/4 Ton	Hour	
Passenger Car	Full size	Hour	
20' Trailer	20 Foot	Hour	
36 'Trailer	36 Foot	Hour	
Flatbed Trailer	Gwvto450	Hour	
Transportation Vehicles (Operator,Fuel,Maintenance included)			
Pickup Truck	1/2 Ton	Day	

Pickup Truck	3/4 Ton	Day	
Pickup Truck	1 Ton	Day	
Box Truck	3/4 Ton	Day	
Utility Van	3/4 Ton	Day	
Passenger Van	9 Passenger	Day	
Passenger Car	Full size	Day	
Response Trailer	20-30 Foot	Day	
Marine Resources (Operator, Fuel, Maintenance included)			
56' Shallow Draft Landing Craft with Crane	Crew of 2	Day	
40' Sectional Barge w/ Mounted Excavator & Pushboat	With Crew	Day	
33' Fast Barge with Winch	Crew of 2	Day	
14' Utility Boat w th Motor (Work Boat)	With Crew	Day	
12' Utility Boat with Motor (Work Boat)	WithCrew	Day	
12' Utility Boat without Motor (Work Boat)	WithCrew	Day	
Tank Diver with Gear	Individual	Hour	
Hardhat Diver with Gear	Individual	Hour	
Scuba Bottle Refill (Air)	80	Each	
Air Pump with multi Breathing lines	Brownie Lung	Day	
Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)			
Light Tower	w/ Generator	Day	
Office Trailer	40 Foot	Day	
Storeage Contatiner	40 Foot	Day	
Portable Eyewash Station	OSHA Spec	Day	
First Aid Station	OSHA Spec	Day	
Portable Toilet (Port a John)	Single	Week	
Observation Tower	USACE Spec	Each	

Sunken Vessel Removal

Description	Unit	Price
Marine Salavage Operations	Per Linear Foot	
Less than 20 feet		
20 to 25 feet		
25 to 30 feet		
Greater than 30 feet		
Land Based Salavage Operation	Per Linear Foot	
Less than 20 feet		
20 to 25 feet		
25 to 30 feet		
Greater than 30 feet		

Emergency Drinking Water and Ice Supply

Drinking Water

Cases		Price/Case	Per Unit	Per Pallet
1-75				
75-375				
376-750				
751-1500				

Ice Supply

Packaged Ice Delivered			Per Pound	

Emergency Sleeping Quarters

Option 1			*Option 2*	Unit Rental Price
1 --- 168-Man Dormitory Structure	Unit Rental Price		200-Man Tension Tent	
Wood Floor w/ New Carpeting			Wood Floor w/ New Carpeting	
Air Conditioning/Combination Heating Units			Air Conditioning/Combination Heating Units	
Power Generation			Power Generation	
Metal Halide Lighting Package			Metal Halide Lighting Package	
168 Cots			168 I-lii-Spec Cots	
2- Personnel Doors			2- Personnel Doors	
1 to 4 Weeks Rental			Uu to 4 Weeks Rental	

Dining Facilities				Unit Rental Price
Option 1			Option 2	
1 Dining Structure for 350	Unit Rental Price		*1 Dining Sintclure for350*	
Wood Floor			Wood Floor w/ EventPro Flooring	
Air Conditioning/Combination Heating Units			Air Conditioning/Combination Heating Units	
Power Generation			Power Generation	
Metal Halide Lighting Package			Metal Halide Lighting Package	
2 -Personnel Doors			2 -Personnel Doors	
64- 8' Banquet Tables			64- 8' Banquet Tables	
512 Folding Chairs			512 Folding Chairs	
Up to 4 Weeks Rental			Up to 4 Weeks Rental	

Restroom Facilities		
	Units for	Unit Rental Price
Portable Toilet Facilities	150-Person Camp	
Daily Cleaning & Service	250-Person Camp	
Up to 4 Weeks Rental	500-Person Camp	

Shower Facilities	Unit Rental Price		**Laundry Facility**	Unit Rental Price
1 -14HeadShower Trailer Unit			*Laundry Trailer Unit*	

Provides Shower Service for 350 People	Each Unit Contatins:
Each Unit Contains:	Top Load Washer Units
Private Changing Stalls & 36" *x* 36" Shower Stalls	Front Load Dryer Units
Propane-fired boiler system	Hot and Cold Water
On-board water storage	Air Conditioning
Air Conditioning	Folding Table
Trash Receptacles	Trash Receptacles
Up to 4 Weeks Rental	Up to 4 Weeks Rental

Power Units		
Units	Per Day (24 hrs)	Per week
25 kW Generator		
56 kW Generator		
100 kW Generator		
175 kW Generator		
250 kW Generator		
320 kW Generator		
500 kW Generator		
800 kW Generator		
1000 kW Generator		
1500 kW Generator		

Notes:
1. Transportation charges to be included.
2. Do not include cables and distribution boxes.
3. Includes service and maintenance.

Emergency Fuel Delivery/Management Price Schedule		Unit	Price
Item/Equipment	Description		
550 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	Per Day	
1,000 gallon single wall tank	Portable Storage Tank	Per Day	
1,000 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	Per Day	
6,000 gallon or greater tank	Portable Storage Tank	Per Day	
12 Volt Fill-Rite Pump	Fuel Pump 13 GPM, includes nozzle	Per Day	
Portable Tank Delivery/Pickup	Delivery/Pickup Charge	Per Day	
Portable Tank Cleanout Fee	Cleanout of portable tank (if required)	Per Day	
Truck with Man	Transport Truck w/trailer or Bobtail Truck	Per Day	
Fuel Tank Trailer Only	7,500 to 8,500 gal capacity	Per Day	
Mobile Fuel Station	12,000 Gal capacity on trailer	Per Day	
FracTank	20,000 gallon frac tank	Per Day	
Labor	Man to operate fuel station or fuel vehicles	Per Day	

Fuel

Item	Description	Purchase Price	Unit
Fuel	Gasoline		Per gallon
Fuel	Diesel		Per gallon

Emergency Satellite Telphone/Communication Services Price Schedule

Satellite Phone Service

	Rate Per Minute
Per Satellite Phone	

Satellite Internet Service

Self-Contained Trailer Equipment

Duration	Monthly Cost
3 month	
6 month	
9 month	
12 month	

Bandwidth

Service	Monthly Cost
Disaster Response	

Bandwithdth Service	Contention	Upload(Kbps)	Download(Mbps)	Voip lines
Disaster Response				

Description of services:
Each satellite unit should be equipped to provide wireless broadband internet and scalable so additional wireless access points can be added. Each unit will have sufficient bandwidth to easily support_____ concurrent internet users from the base system. If necessary, can additional units can be brought in to support a larger camp population? Yes / No

Temporary Office Trailers, Mobile Command Center Price Schedule

Single Unit

Dimensions: Width= 8', Unit Length= 20'

Category	Rate	Unit
Setup Fee:		One time
Single Unit		Per month

Single Unit

Dimensions: Width= 8', Unit Length= 28'

Category	Rate	Unit
Setup Fee:		One time
Single Unit		Per month

Single Unit
Dimensions: Width10', Unit Length=24'

Category	Rate	Unit
Setup Fee:		One time
Single Unit		Per month

Chemical Toilets Price Schedule

Description	Rate	Unit
Port-o-let (per unit)		Per month
Port-o-let (per unit)		Per day

Note: Includes delivery/set up, daily service, equipment rental, and pick up/breakdown

Emergency Pumping Units Price Schedule

Description	Rate (Per Day)	Rate (Per Hour)	Rate (Per Wk)	Rate (Per Mnth)
4" Trash Pump Package				
6" Trash Pump Package				
6" Hydraulic Pump with Power Pack				
8" Hydraulic pump with Power Pack				

Drying In, Decontamination, Mold Remediation, restoration Price Schedule
Categories/Descriptions

Drying Equipment	Unit	Rate
Dehumi ification Unit (50cfm-100cfm)	Day	
Dehumidification Unit (110cfm-200cfm)	Day	
Dehumidification Unit (220cfm-300cfm)	Day	
Dehumidification Unit (500cfin-600cfm)	Day	
Dehumidification Unit (1000cfm)	Day	
Dehumidification Unit (2000cfm-2250cfin)	Day	
Dehumidification Unit (3500cfm)	Day	
Dehumidification Unit (4500cfm-5000cfm)	Day	
Dehumidification Unit (8500cfm)	Day	
Dehumidification Unt (15,000cfm)	Day	

Miscellaneous Equipment

40 Ton AC Unit	Day	
100 Ton Chiller Unit	Day	
200 Ton Chiller Unit	Day	
Air ComQressor {110 esi)	Day	
Air Compressor (125 psi)	Day	
Air Mover	Day	
Buffer, Floor	Day	
Cart, Tilt/Demolition	Each	
Dolly, 2-WhV4-Whl/Drm/Whlbr	Each	
Electrical Dist. Panel (Seider Box)	Each	
Electrical Kit (Ext. Cord GF}, Surge Protector	Each	
Extraction Unit (Portable)	Day	
Extraction Unit {Trailer)	Day	
Filtration Unit	Each	
Fire Extin ishe	Each	
First Aid Kit	Each	
Floor Kit (Mop, Bucket, Broom, Rake, Scraper, Wrecking Ba	Each	
HEPA Filtration Unit (l0,000cfin)	Day	
HEPA Filtration Unit (2,000cfin)	Day	
Light, Portable	Each	
Light, Stand	Each	
Light, String	Each	
Mobile Commande Center	Day	
Negative Pressure Recorder	Each	
Ozone Machine	Day	
Power Hand Tools (Sawzall, Circular Saw, Drill etc.)	Day	
Pump, Small	Day	
Pump, Flood	Day	
Respirator, Negative Pressure (Half Face)	Each	
Respirator, PAPR (Full Face)	Each	
Radio, Job Site	Day	
Shower/Wash Station	Day	
Sprayer, Airless	Each	
Thermal Image Camera	Day	
Trailer	Day	
Truck, 24ft	Day	
Truck, Pick-Up	Day	
Truck, Water Extraction	Day	
Vacuum, (Wet/Dry)	Each	
Vacuum, HEPA	Each	
Van/Bus	Day	
Vent/Wall Cavity Drying Unit	Day	
Wall Kit (Ladder, Fall Protection, Knives, Etc.)	Day	

Storage Containers

Description	Monthly Rate
40' Conex Box	
20' Conex Box	

Exhibit A

FEDERAL EMERGENCY MANAGEMENT AGENCY 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		

*Source - FEMA Disaster Assistance Policy 9523.11

References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Include the Event and Date with your references. Proposer shall provide references not affiliated with the County of Hidalgo, or any of its employees.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:

Phone:	Email:
Date and Scope of Services Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

EXHIBIT B

SELECTION/EVALUATION CRITERIA

REQUEST FOR PROPOSALS

For
HIDALGO COUNTY

"Debris Removal & Disposal"

RFP NO: 2019-074-05-01YSS

SELECTION/EVALUATION CRITERIA

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County will establish a "Selection Committee" comprised of staff members to perform such evaluation. Each RFP received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the "Selection Committee" may select proposing organizations for "in person" presentation for some proposers. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected PROPOSER is subject to the action of Hidalgo County's Commissioners Court.

Hidalgo County will review all proposals for completeness. Those proposals found to be incomplete, or which fail to address the needs of the County as stated herein, will not be evaluated. Only those proposals furnished complete, with all required documentation, will be evaluated. Proposers are urged to initially submit their best offer.

During the evaluation process, Hidalgo County may request Proposer's representative to answer questions regarding the proposal. Failure of the Proposer to demonstrate that the claims made in its proposal are try may be sufficient cause for deeming a proposal non-responsive.

1. **Experience, References, Reputation, and Compliance** **20 Points**
   - Experience and reputation in managing debris removal and disposal projects within State and Federal regulations and guidelines
   - Personnel experience and training
   - Financial stability

2. **Debris Management Services** **30 Points**
   - Degree of Hidalgo County liability in proposed debris management methods
   - Breadth of service and number of contracts Contractor can handle
   - Debris management methods and commitment to Hidalgo County 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) community types (for example, rural, urban, and suburban)

3. **Responsiveness of Proposal** **15 Points**
   - Demonstrated understanding of Hidalgo County's needs
   - Demonstrated understanding of requirements of the RFP and Contract
   - Quality of proposal and impression of response as it related to project

4. **Support and Training** **15 Points**
   - Demonstrated experience and ability to assist/train Hidalgo County prepare before event
   - Demonstrated experience and ability to support and train Hidalgo County during event
   - Demonstrated experience and ability to support and follow through with Hidalgo County after event

5. **Pricing** **20 Points**
   - Based on Hidalgo County's most recent contracts/pricing

Total Points: 100 Points

EXHIBIT B
EVALUATION FORM
Hidalgo County
"Debris Removal & Disposal"
RFP NO: 2019-074-05-01-YSS

SELECTION CRITERIA	POINTS	SCORE
1) Experience, References, Reputation, and Compliance	**(maximum points 20)**	
• Experience and reputation in managing debris removal and disposal projects within State and Federal regulations and guidelines	[redacted]	
• Personnel experience and training		
• Proof of financial stability		
Comments/Rationale for points:	**TOTAL**	
2) Debris Management Services	**(maximum points 30)**	
• Degree of Hidalgo County liability in proposed debris management methods	[redacted]	
• Breadth of service and number of contracts Contractor can handle		
• Debris management methods and commitment to Hidalgo County 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) community types (for example, rural, urban, and suburban)		
Comments/Rationale for points:	**TOTAL:**	
3) Responsiveness of Proposal	**(maximum points 15**	
• Demonstrated understanding of Hidalgo County's needs	[redacted]	
• Demonstrated understanding of requirements of the RFP and Contract		
• Quality of proposal and impression of response as it related to project		
Comments/Rationale for points:	**TOTAL:**	
4) Support and Training	**(maximum points 15)**	
• Demonstrated experience and ability to assist/train Hidalgo County prepare before event	[redacted]	
• Demonstrated experience and ability to support and train Hidalgo County during event		
• Demonstrated experience and ability to support and follow through with Hidalgo County after event		
Comments/Rationale for points:	**TOTAL:**	
5) Pricing	**(maximum points 20)**	
• Based on Hidalgo County's most recent contracts/pricing	[redacted]	
Comments/Rationale for points:	**TOTAL:**	
	TOTAL SCORE	

Firm Name:_____ Date:_____

Evaluator:_____ Dept:_____

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in the limits listed in packet to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract.

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 $1,000,000
   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. Other Insurance
   a. If requested by Hidalgo County, CONTRACTOR shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to CONTRACTOR'S operations under the Agreement

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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 THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION $ ☐				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom?: □ Texas Building & Procurement Commission □ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: □ Yes □ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "G"

TITLE VI

APPENDICES

Revised title to include "Title VI"
09/05/17 as requested by Hidalgo County District Attorney's Office-Civil Section

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Exhibit "H"

(If Applicable)

2 C.F.R. § 200.326 & 2 C.F.R. Part 200, Appendix II

Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards

&

Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards with the Federal Emergency Management Agency (FEMA)

2 C.F.R. § 200.326 & 2 C.F.R. Part 200, Appendix II, Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.326 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding.

As a non-Federal entity, the County of Hidalgo's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the County of Hidalgo for any contract resulting from this procurement process.

1. **Remedies.**

   a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.

   b. Standard. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

   c. Statement. Pursuant to Federal Rule (A) above, when federal funds are expended by the County, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

2. **Termination for Cause and Convenience**.

a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. All contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.

c. Statement. *Termination.* County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the County of Hidalgo's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, County of Hidalgo shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon County shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to County for all costs incurred by County in completing or procuring the completion of performance in excess of the contract price herein specified. The County's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

3. **Equal Employment Opportunity**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

c. Key Definitions:

(1) *Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) *Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

d. Statement: Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. **Davis Bacon Act and Copeland Anti-Kickback Act**.

   a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program**.

   b. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

   In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

   The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding City.

   In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by

Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity.

c. Statement. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) *Contractor*. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal requirements may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

5. **Contract Work Hours and Safety Standards Act**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

c. Statement.

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The County of Hidalgo shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. **Rights to Inventions Made Under a Contract or Agreement.**

a. Applicability: Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant

Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA or Federal awards under these programs do not meet the definition of "funding agreement."

b. Standard. If the FEMA or Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. Key Definition: The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. **Clean Air Act and the Federal Water Pollution Control Act**.

a. Applicability and Standard: Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

b. Statement: Included in contracts as provided in section "7a" above.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the County of Hidalgo will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. **Debarment and Suspension**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.
(2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
(3) The contract is for Federally-required audit services.
(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of $25,000.

c. Statement. The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from www.sam.gov in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. **Byrd Anti-Lobbying Amendment**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any City, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

c. Statement. The following statement in bold provides a Byrd Anti-Lobbying contract clause:

(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned Contractor, _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____ , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

10. **Procurement of Recovered Materials**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

c. Statement. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(3) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

Additional Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards with the Federal Emergency Management Agency (FEMA)

Additional FEMA or applicable Federal Requirements. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.

11. **Changes**.

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

b. Statement. The following provides a contract clause regarding access to records:

> "The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor's true costs for the work and related equipment costs and site expenses."

12. **Access to Records**.

a. Standard. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

b. Statement. The following provides a contract clause regarding access to records:

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

13. **DHS Seal, Logo, and Flags**.

a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City

officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

> "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre-approval."

14. **Compliance with Federal Law, Regulations, and Executive Orders**.

a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.

b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

> "This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives."

15. **No Obligation by Federal Government**.

a. Standard. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. Statement. The following provides a contract clause regarding no obligation by the Federal Government:

> "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

16. **Program Fraud and False or Fraudulent Statements or Related Acts**.

a. Standard. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Statement. The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

> "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor's Name/Company Name: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Exhibit "I"

FHWA 1273

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

T h i s p r o v i s i o n i s applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

T h i s p r o v i s i o n i s applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT

C-XX-XXX-XX-XX

THIS CONTRACT is made and entered into this **XXth** day of **Month, 20XX** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Vendor, Inc.** ("Company").

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

a. Hidalgo County's Request for Proposals # XXXX-XXX-XX-XX-YSS,

b. Contractor Pricing Worksheet ("Worksheet");

Whereas the Proposal, Form, and Worksheet (sometimes collectively the "Proposal Package" are incorporated and attached as Exhibits A and B 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 Packet, 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 Primary 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, 20XX 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 "Primary" 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 "Secondary" Service Provider. In such event, County shall charge the "Primary" 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 "D" attached hereto payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act. Tex. Govt.CodeCh.2251.

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
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Company: Vendor Name (Primary/Secondary/Tertiary)
Attn: Name, Title
Address & Street
City, State ZIP##

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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County. **Agreements for the acquisition, including lease of real or personal property under Tex.Local.Govt.** In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the other party, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of County in accordance with Tex.Local.Govt.Code §271.903.

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.

20. **Nondiscrimmation.** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

21. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

22. **Required Contract Provision for Contracts Subject to Federal Award (if applicable).** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the Service Contract (C-l 9-074-00-00: Hidalgo County & _____.) Page 5 of 10 applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract

clauses were provided as part of the initial procurement packet and are incorporated herem and made part of this agreement for all purposes.

WITNESS our hands in duplicate originals this ____ day of _____, **20____.**

COUNTY OF HIDALGO

_____
Richard F. Cortez, County Judge

COMPANY:

_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

Exhibit A: Hidalgo County's RFP-Debris Removal & Disposal
Exhibit B: Contractor Pricing Worksheet
Exhibit C: Insurance

EXHIBIT "A"

HIDALGO COUNTY'S RFP-DEBRIS REMOVAL & DISPOSAL

EXHIBIT "B"

CONTRACTOR PRICING WORKSHEET

EXHIBIT "C"

PROOF OF INSURANCE

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

HIDALGO COUNTY
REQUEST FOR PROPOSALS

RFP No.: 2019-074-05-01-YSS

RFP SUBMITTAL CHECKLIST

All forms listed below must be submitted in the RFP response. If forms are not submitted, your response may be considered non-responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 11 of Legal Notice
_____ Exhibit "C" – Insurance Requirement Acknowledgement forms (pages 3 and 4)
_____ Exhibit "D" - CIQ Form -Copy of County Clerk File Recording fee receipt (if applicable)
_____ Exhibit "E" – Proposer's Affidavit
_____ Vendor/Bidder Application - W-9 Form – HUB/DBE
_____ Exhibit "F" – Certification Regarding Debarment
_____ Exhibit "H" – Required Contract Clauses for Contracts Under
_____ Federal Award 2 CFR 200, Appendix II & FEMA
_____ SAMS.gov Registration Acknowledgement
_____ Pricing Worksheet-A
_____ Pricing Worksheet-B
_____ References
_____ Experience & Qualifications Including Questionnaire
_____ Equipment List
_____ Additional Services (if applicable)
_____ Miscellaneous Information (if applicable)
_____ Addenda (if applicable)
_____ One (1) Original (**original must be one (1) sided and clearly marked as original**), one (1) Copy, and two (2) CDs/USB's containing complete copy of Response

_____ _____
Signature Date

EXHIBIT “B”

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: John Ramsey, President
CrowderGulf, LLC

via Email: jramsey@crowdergulf.com

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

Date: July 23, 2019

Re: Negotiation for Hidalgo County "Debris Removal & Disposal"
RFP No. 2019-074-05-01-YSS

Pursuant to action taken by Hidalgo County Commissioner's Court on June 18, 2019, 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 Monday, July 29, 2019.

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

Please see Attached Pricing BAFO

_____ **% 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: _____ **Title:** President & CEO

Printed Name: John Ramsay

Pricing Worksheet-A

Date: 4/12/2019

[Submitted by: ENTER FIRM NAME CrowderGulf, LLC.
for Hidalgo County, TX 2019]

	SCHEDULE 1 - UNIT RATE PRICE SCHEDULE	To be Completed By Vendor ▼	To be Completed By End User ▼		BAFO
Note 1	**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	
		$7.75	10,155,000	$78,701,250.00 $0.00	$7.70
Note 1	**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	
		$8.50	3,385,000	$28,772,500.00 $0.00	$8.45
	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 dipose of eligible non-RACM structures on private property.	$ Per Cubic Yard	Estimated CY	Total	
		$18.00	100	$1,800.00 $0.00	$17.90
	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 dipose of eligible RACM structures on private property.	$ Per Cubic Yard	Estimated CY	Total	
		$22.00	100	$2,200.00 $0.00	$21.90
	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	
		$0.25	13,540,000	$3,385,000.00 $0.00	No Change
	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	
		$3.50	10,155,000	$35,542,500.00 $0.00	No Change
	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	
		$2.65	3,385,000	$8,970,250.00 $0.00	$2.60
Note 1	**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	
		$4.25	2,640,300	$11,221,275.00 $0.00	No Change

Notes:

Note 1: Rate is for 0-30 mile haul. All miles over 30 miles will be subject to $0.14 / cy / mile charge.

Pricing Worksheet-A

Date: 4/12/2019

[Submitted by: ENTER FIRM NAME
for Hidalgo County, TX 2019]

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 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.	$ Per Tree	Estimated Trees	Total	
6 inch to 12 inch diameter	$ 50.00	752	$37,600.00	$0.00
13 inch to 24 inch diameter	$ 95.00	1,344	$127,680.00	$0.00
25 inch to 36 inch diameter	$150.00	668	$100,200.00	$0.00
37 inch to 48 inch diameter	$200.00	96	$19,200.00	$0.00
49 inch and larger diameter	$250.00	16	$4,000.00	$0.00
Hanger Removal (2" or greater at the break and price per Tree)	$ 60.00	108,936	$6,536,160.00	$0.00
11 Removal of Eligible Hazardous Stumps 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.	$ Per Stump	Estimated Stumps	Total	
24.1 inch to 36 inch diameter	$175.00	334	$58,450.00	$0.00
37 inch to 48 inch diameter	$275.00	48	$13,200.00	$0.00
49 inch and larger diameter	$375.00	8	$3,000.00	$0.00
12 Removal of Eligible White Goods 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.	$ Per Unit	Estimated Units	Total	
	$75.00	100	$7,500.00	$0.00
13 Removal of Eligible Used Electronics 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.	$ Per Unit	Estimated Units	Total	
	$48.00	50	$2,400.00	$0.00
14 Removal of HHW 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.	$ Per Pound	Estimated Units	Total	
	$6.95	100	$695.00	$0.00
~~15~~ Abandoned Eligible Vessel and Vehicle Removal 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.	$ Per Unit	Estimated Units	Total	
	$120.00	50	$6,000.00	$0.00
16 Eligible Animal Carcass Removal and Disposal 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.	$ Per Unit	Estimated Units	Total	
	$0.50	100	$50.00	$0.00
Total Estimated Contract Price			$ 173,512,910.00	

(Total Price in words: and No Cents) One Hundred Seventy Three Million Five Hundred Twelve Thousand Nine Hundred Ten Dollars and Zero Cents. *Enter Firm Name)* CrowderGulf, LLC.

Note 2

No Change
No Change
No Change
No Change
No Change
No Change

No Change
No Change
No Change

NO Change

$46.00

NO Change

No Change

No Change

Submitted by:] ENTER FIRM NAME for Hidalgo County, TX 2019

Note 2: Hauled off under line item 2.

Pricing Worksheet - B

No Change

First Response (Emergency Road Clearance-"Push")

Service Description	Unit	Unit Price
Personnel & Equipment (Operator, Fuel, Maintenance Included)		
Small Loader or Lrg. Skidsteer, (Push machine, wheeled or rubber tracked)*	Hour	$110.00
Supervisor with Truck (1 man, will assist toss operations)	Hour	$ 60.00
Operators with Chainsaw (2 man crew, cut and toss)	Hour	$ 45.00
Laborer with Tools (1 man, toss)	Hour	$ 40.00
Traffic Control/Safety Personnel (2 man crew, as needed)	Hour	$ 75.00
Total Hourly:	Hour	$330.00

Service Description	Size or Type	Unit	Unit Price
Heavy Equipment (Operator,Fuel, Maintenance Included)			
Skid Steer Loader (Mini-Loader)	Bobcat	Hour	$ 90.00
Backhoe	Cat 416	Hour	$ 85.00
Backhoe, Extend-a-hoe	Caterpillar	Hour	$105.00
Wheel Loaders	Cat 950	Hour	$130.00
Wheel Loaders	Cat 966	Hour	$150.00
Wheel Loaders	Cat 980	Hour	$170.00
Tracked Loader	Cat 955	Hour	$110.00
Towed Loader w/ Tractor	Prentice 210	Hour	$130.00
Self Loading Knuckle boom Truck	25-35 CY Body	Hour	$110.00
Self Loading Knuckle boom Truck	35-45 CY Body	Hour	$130.00
Dozer	CatD4	Hour	$ 90.00
Dozer	CatD5	Hour	$120.00
Dozer	CatD6	Hour	$145.00
Dozer	CatD7	Hour	$175.00
Dozer	CatD8	Hour	$210.00
Excavators	Cat 320	Hour	$115.00
Excavators	Cat 325	Hour	$135.00
Excavators	Cat 330	Hour	$155.00
Tractor w/ Box Blade	80Hp	Hour	$ 75.00
Motor Grader	Cat 120G	Hour	$120.00
30 Ton Crane	30Ton	Hour	$175.00
50 Ton Crane	50 Ton	Hour	$240.00
100 Ton Crane (8 hr minimum)	100 Ton	Hour	$310.00
Bucket Truck	Up to 50' reach	Hour	$140.00
Bucket Truck	50' to 75' reach	Hour	$190.00
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	$120.00
Mechanized Broom	Street Sweeper	Hour	$ 90.00
Water Truck	2000 Gallon	Hour	$ 75.00
Service Truck	N/A	Hour	$ 75.00
Stump Grinder	Vermeer252	Hour	$120.00
Stump Grinder	Vermeer752	Hour	$160.00
Stump Grinder	Vermeer 60TX	Hour	$160.00
Chipper w/2 man crew	Morbark Stmm	Hour	$ 75.00
12-Foot Tub Grinder	Morbark 1200	Hour	$425.00
13-Foot Tub Grinder	Morbark 1300	Hour	$520.00
14-Foot Tub Grinder	Diamond Z 1463	Hour	$625.00
12T Lowboy Trailer (Equip.Transport w/ Tractor)	12 Ton	Hour	$130.00
35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	$150.00
50T Lowboy Trailer (Equip.TranS]' ort w/ Tractor)	50 Ton	Hour	$175.00
Truck Mounted Winch	Tow Truck	Hour	$130.00
Vacuum Truck/Jetter	3500 Gallon	Hour	$260.00
Hauling Vehicles (Operator, Fuel, Maintenance Included)			
Dump Truck	5 to 15 CY	Hour	$ 63.00
Dump Truck	16to24CY	Hour	$ 80.00
DumpTmck	25 to 34 CY	Hour	$ 92.00
Dump Truck (Trailer Dump w/ Tractor)	35 to44 CY	Hour	$100.00
Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	$110.00
Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	$122.00
Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	$138.00
Dump Truck (Trailer Dump w/ Tractor)	>75CY	Hour	$150.00
Transportation Vehicles (Operator,Fuel,Maintenance included)			
Pickup Truck	1/2 Ton	Hour	$20.00
Pickup Truck	3/4 Ton, Ext. Cab	Hour	$20.00
Pikup Truck, 4x4	4x4	Hour	$20.00
Pickup Truck	1 Ton	Hour	$20.00
Box Truck	3/4 Ton	Hour	$40.00
Passenger Car	Full size	Hour	$20.00
20' Trailer	20 Foot	Hour	$35.00
36 'Trailer	36 Foot	Hour	$35.00
Flatbed Trailer	Gwvto450	Hour	$40.00
Note: Typically Trucks, Rental Vehicles and Trailers are rented by the day rather than the hour.			
Transportation Vehicles (Operator,Fuel,Maintenance included)			
Pickup Truck	1/2 Ton	Day	$180.00

Pickup Truck	3/4 Ton	Day	$160.00
Pickup Truck	1 Ton	Day	$180.00
Box Truck	3/4 Ton	Day	$240.00
Utility Van	3/4 Ton	Day	$300.00
Passenger Van	9 Passenger	Day	$300.00
Passenger Car	Full size	Day	$300.00
Response Trailer	20-30 Foot	Day	$350.00
Marine Resources (Operator, Fuel, Maintenance Included)			
56' Shallow Draft Landing Craft with Crane	Crew of 2	Day	$6,000.00
40' Sectional Barge w/ Mounted Excavator & Pushboat	With Crew	Day	$8,500.00
33' Fast Barge with Winch	Crew of 2	Day	$4,500.00
14' Utility Boat w th Motor (Work Boat)	With Crew	Day	$1,500.00
12' Utility Boat with Motor (Work Boat)	WithCrew	Day	$ 900.00
12' Utility Boat without Motor (Work Boat)	WithCrew	Day	$ 900.00
Tank Diver with Gear	Individual	Hour	$ 175.00
Hardhat Diver with Gear	Individual	Hour	$ 250.00
Scuba Bottle Refill (Air)	80	Each	$ 150.00
Air Pump with multi Breathing lines	Brownie Lung	Day	$1,200.00
Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)			
Light Tower	w/ Generator	Day	$220.00
Office Trailer	40 Foot	Day	$350.00
Storeage Container	40 Foot	Day	$350.00
Portable Eyewash Station	OSHA Spec	Day	$240.00
First Aid Station	OSHA Spec	Day	$240.00
Portable Toilet (Port a John)	Single	Week	$160.00
Observation Tower	USACE Spec	Each	$500.00

No Change

**Note

Note: The Tower that will be provided at the DMS will be provided at no charge to the County. If the County requires additional Towers, the Cost is listed above.

Sunken Vessel Removal

Description	Unit	Price
Marine Salvage Operations	Per Linear Foot	
Less than 20 feet		$80.00
20 to 25 feet		$90.00
25 to 30 feet		$100.00
Greater than 30 feet		$110.00
Land Based Salvage Operation	Per Linear Foot	
Less than 20 feet		$ 40.00
20 to 25 feet		$ 50.00
25 to 30 feet		$ 60.00
Greater than 30 feet		$ 70.00

Emergency Drinking Water and Ice Supply

Drinking Water

Cases		Price/Case	Per Unit	Per Pallet
1-75		$3.90	$0.25	$550.00
75-375		$3.80	$0.24	$540.00
376-750		$3.70	$0.23	$530.00
751-1500		$3.60	$0.22	$520.00

Pallets based on 1,728 16.9 oz bottles

Ice Supply

Packaged Ice Delivered			Per Pound	$0.40

Based on 7 lbs bags $2.80

Emergency Sleeping Quarters

Option 1			*Option 2*	
1 — 168-Man Dormitory Structure	Unit Rental Price	Cost + 12%	200-Man Tension Tent	Unit Rental Price
Wood Floor w/ New Carpeting	Cost + 15%		Wood Floor w/ New Carpeting	Cost + 15%
Air Conditioning/Combination Heating Units	Cost + 15%		Air Conditioning/Combination Heating Units	Cost + 15%
Power Generation	Cost + 15%		Power Generation	Cost + 15%
Metal Halide Lighting Package	Cost + 15%		Metal Halide Lighting Package	Cost + 15%
168 Cots	Cost + 15%		168 1-lll-Spec Cots	Cost + 15%
2- Personnel Doors	Cost + 15%		2- Personnel Doors	Cost + 15%
1 to 4 Weeks Rental	Cost + 15%		Uu to 4 Weeks Rental	Cost + 15%

Cost + 12%

Dining Facilities

Option 1		*Option 2*	Unit Rental Price
1 Dining Structure for 350	Unit Rental Price	*1 Dining Stnicture for350*	Cost + 15%
Wood Floor	Cost + 15%	Wood Floor w/ EventPro Flooring	Cost + 15%
Air Conditioning/Combination Heating Units	Cost + 15%	Air Conditioning/Combination Heating Units	Cost + 15%
Power Generation	Cost + 15%	Power Generation	Cost + 15%
Metal Halide Lighting Package	Cost + 15%	Metal Halide Lighting Package	Cost + 15%
2 -Personnel Doors	Cost + 15%	2 -Personnel Doors	Cost + 15%
64- 8' Banquet Tables	Cost + 15%	64- 8' Banquet Tables	Cost + 15%
512 Folding Chairs	Cost + 15%	512 Folding Chairs	Cost + 15%
Up to 4 Weeks Rental	Cost + 15%	Up to 4 Weeks Rental	Cost + 15%

Restroom Facilities

	Units for	Unit Rental Price
Portable Toilet Facilities	150-Person Camp	Cost + 15%
Daily Cleaning & Service	250-Person Camp	Cost + 15%
Up to 4 Weeks Rental	500-Person Camp	Cost + 15%

Shower Facilities	Unit Rental Price	Laundry Facility	Unit Rental Price
1 -14HeadShower Trailer Unit	Cost + 15%	*Laundry Trailer Unit*	Cost + 15%

Provides Shower Service for 350 People Each Unit Contains: Private Changing Stalls & 36" x 36" Shower Stalls Propane-fired boiler system On-board water storage Air Conditioning Trash Receptacles Up to 4 Weeks Rental	Each Unit Contains: Top Load Washer Units Front Load Dryer Units Hot and Cold Water Air Conditioning Folding Table Trash Receptacles Up to 4 Weeks Rental

Power Units		
Units	Per Day (24 hrs)	Per week
25 kW Generator	Cost + 15%	Cost + 15%
56 kW Generator	Cost + 15%	Cost + 15%
100 kW Generator	Cost + 15%	Cost + 15%
175 kW Generator	Cost + 15%	Cost + 15%
250 kW Generator	Cost + 15%	Cost + 15%
320 kW Generator	Cost + 15%	Cost + 15%
500 kW Generator	Cost + 15%	Cost + 15%
800 kW Generator	Cost + 15%	Cost + 15%
1000 kW Generator	Cost + 15%	Cost + 15%
1500 kW Generator	Cost + 15%	Cost + 15%

Cost + 12%

Notes:
1. Transportation charges to be included.
2. Do not include cables and distribution boxes.
3. Includes service and maintenance.

Emergency Fuel Delivery/Management Price Schedule		Unit	Price
Item/Equipment	Description		
550 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	Per Day	Cost + 15%
1,000 gallon single wall tank	Portable Storage Tank	Per Day	Cost + 15%
1,000 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	Per Day	Cost + 15%
6,000 gallon or greater tank	Portable Storage Tank	Per Day	Cost + 15%
12 Volt Fill-Rite Pump	Fuel Pump 13 GPM, includes nozzle	Per Day	Cost + 15%
Portable Tank Delivery/Pickup	Delivery/Pickup Charge	Per Day	Cost + 15%
Portable Tank Cleanout Fee	Cleanout of portable tank (if required)	Per Day	Cost + 15%
Truck with Man	Transport Truck w/trailer or Bobtail Truck	Per Day	Cost + 15%
Fuel Tank Trailer Only	7,500 to 8,500 gal capacity	Per Day	Cost + 15%
Mobile Fuel Station	12,000 Gal capacity on trailer	Per Day	Cost + 15%
FracTank	20,000 gallon frac tank	Per Day	Cost + 15%
Labor	Man to operate fuel station or fuel vehicles	Per Day	Cost + 15%

Cost + 12%

Fuel

Item	Description	Purchase Price	Unit	
Fuel	Gasoline	Cost + 10%	Per gallon	No Change
Fuel	Diesel	Cost + 10%	Per gallon	No Change

Emergency Satellite Telphone/Communication Services Price Schedule

Satellite Phone Service

	Rate Per Minute
Per Satellite Phone	Cost + 15%

Cost + 12%

Satellite Internet Service

Self-Contained Trailer Equipment

Duration	Monthly Cost
3 month	Cost + 15%
6 month	Cost + 15%
9 month	Cost + 15%
12 month	Cost + 15%

Cost + 12%

Bandwidth

Service	Monthly Cost
Disaster Response	Cost + 15%

Cost + 12%

Bandwithdth Service	Contention	Upload(Kbps)	Download(Mbps)	Volp lines	
Disaster Response	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 12%

Description of services:
Each satellite unit should be equipped to provide wireless broadband internet and scalable so additional wireless access points can be added. Each unit will have sufficient bandwidth to easily support TBD concurrent internet users from the base system. If necessary, can additional units can be brought in to support a larger camp population? (Yes) / No

Temporary Office Trailers, Mobile Command Center Price Schedule

Single Unit

Dimensions: Width= 8', Unit Length= 20'

Category	Rate	Unit
Setup Fee:	Cost + 15%	One time
Single Unit	Cost + 15%	Per month

Cost + 12%

Single Unit

Dimensions: Width= 8', Unit Length= 28'

Category	Rate	Unit
Setup Fee:	Cost + 15%	One time
Single Unit	Cost + 15%	Per month

Single Unit
Dimensions: Width10', Unit Length=24'

Category	Rate	Unit	
Setup Fee:	Cost + 15%	One time	Cost + 12%
Single Unit	Cost + 15%	Per month	Cost + 12%

Chemical Toilets Price Schedule

Description	Rate	Unit	
Port-o-let (per unit)	Cost + 15%	Per month	Cost + 12%
Port-o-let (per unit)	Cost + 15%	Per day	Cost + 12%

Note: Includes delivery/set up, daily service, equipment rental, and pick up/breakdown

Emergency Pumping Units Price Schedule

Description	Rate (Per Day)	Rate (Per Hour)	Rate (Per Wk)	Rate (Per Mnth)	
4" Trash Pump Package	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 12%
6" Trash Pump Package	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 12%
6" Hydraulic Pump with Power Pack	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 12%
8" Hydraulic pump with Power Pack	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 12%

Drying In, Decontamination, Mold Remediation, restoration Price Schedule
Categories/Descriptions

Drying Equipment	Unit	Rate	
Dehumi ification Unit (50cfm-100cfm)	Day	Cost + 15%	Cost + 12%
Dehumidification Unit (110cfm-200cfm)	Day	Cost + 15%	
Dehumidification Unit (220cfm-300cfm)	Day	Cost + 15%	
Dehumidification Unit (500cfm-600cfm)	Day	Cost + 15%	
Dehumidification Unit (1000cfm)	Day	Cost + 15%	
Dehumidification Unit (2000cfm-2250cfm)	Day	Cost + 15%	
Dehumidification Unit (3500cfm)	Day	Cost + 15%	
Dehumidification Unit (4500cfm-5000cfm)	Day	Cost + 15%	
Dehumidification Unit (8500cfm)	Day	Cost + 15%	
Dehumidification Unt (15,000cfm)	Day	Cost + 15%	
Miscellaneous Equipment			
40 Ton AC Unit	Day	Cost + 15%	
100 Ton Chiller Unit	Day	Cost + 15%	
200 Ton Chiller Unit	Day	Cost + 15%	
Air ComQressor (110 esi)	Day	Cost + 15%	
Air Compressor (125 psi)	Day	Cost + 15%	
Air Mover	Day	Cost + 15%	
Buffer, Floor	Day	Cost + 15%	
Cart, Tilt/Demolition	Each	Cost + 15%	
Dolly, 2-WhV4-Whl/Drm/Whlbr	Each	Cost + 15%	
Electrical Dist. Panel (Seider Box)	Each	Cost + 15%	
Electrical Kit (Ext. Cord GF), Surge Protector	Each	Cost + 15%	
Extraction Unit (Portable)	Day	Cost + 15%	
Extraction Unit (Trailer)	Day	Cost + 15%	
Filtration Unit	Each	Cost + 15%	
Fire Extin isher	Each	Cost + 15%	
First Aid Kit	Each	Cost + 15%	
Floor Kit (Mop, Bucket, Broom, Rake, Scraper, Wrecking Ba	Each	Cost + 15%	
HEPA Filtration Unit (10,000cfm)	Day	Cost + 15%	
HEPA Filtration Unit (2,000cfm)	Day	Cost + 15%	
Light, Portable	Each	Cost + 15%	
Light, Stand	Each	Cost + 15%	
Light, String	Each	Cost + 15%	
Mobile Commande Center	Day	Cost + 15%	
Negative Pressure Recorder	Each	Cost + 15%	
Ozone Machine	Day	Cost + 15%	
Power Hand Tools (Sawzall, Circular Saw, Drill etc.)	Day	Cost + 15%	
Pump, Small	Day	Cost + 15%	
Pump, Flood	Day	Cost + 15%	
Respirator, Negative Pressure (Half Face)	Each	Cost + 15%	
Respirator, PAPR (Full Face)	Each	Cost + 15%	
Radio, Job Site	Day	Cost + 15%	
Shower/Wash Station	Day	Cost + 15%	
Sprayer, Airless	Each	Cost + 15%	
Thermal Image Camera	Day	Cost + 15%	
Trailer	Day	Cost + 15%	
Truck, 24ft	Day	Cost + 15%	
Truck, Pick-Up	Day	Cost + 15%	
Truck, Water Extraction	Day	Cost + 15%	
Vacuum, (Wet/Dry)	Each	Cost + 15%	
Vacuum, HEPA	Each	Cost + 15%	
Van/Bus	Day	Cost + 15%	
Vent/Wall Cavity Drying Unit	Day	Cost + 15%	
Wall Kit (Ladder, Fall Protection, Knives, Etc.)	Day	Cost + 15%	

Storage Containers

Description	Monthly Rate
40' Conex Box	Cost + 15%
20' Conex Box	Cost + 15%

Original & 2 USB's

Hidalgo County, TX

RFP No. 2019-074-05-01-YSS

Debris Removal and Disposal

Wednesday, May 1, 2019 @ 9:30 am

CROWDER GULF

CrowderGulf is committed to protecting and preserving our environment. As part of this effort, our proposal is on recycled paper.

John Ramsay, President & CEO
5435 Business Parkway
Theodore, Alabama 36582
800-992-6207 Phone
251-459-7433 Fax
jramsay@crowdergulf.com
www.crowdergulf.com

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

April 29, 2019

Hidalgo County
2812 S. Business Hwy 281
Edinburg, TX 78539

Re: RFP No. 2019-074-05-01-YSS Debris Removal and Disposal

CrowderGulf is pleased to respond and express our strong interest work with Hidalgo County as your debris removal contractor. Please find attached our proposal in response to the County's Request for Proposal (RFP) referenced above and in accordance with the terms and conditions set forth in that request.

CrowderGulf is a national full-service debris management firm, with over fifty (50) years experience in helping communities like Hidalgo County recover from disasters. Having managed successful debris clean-up operations in sixteen (16) states, we have developed one of the most capable recovery management teams in the United States as well as a large cadre of experienced local and regional subcontractors who are also prepared to respond rapidly to the needs of the County. The completion of **over four hundred eighty five (485) disaster recovery projects** and success in removing, reducing and disposing of **over three hundred sixty five million (365,000,000) cubic yards of debris** is testament to our ability to meet the scope of work established by the County.

Our team of highly trained debris experts can assist clients with all aspects of the debris process. We are proud to have on staff Texas residents, **Buddy Young, former Director of FEMA Region VI, Gary Jones, former Deputy Regional Director FEMA Region VI and Clayton Young, Project Manager and Local Texas Account Representative.** They provide expertise on FEMA requirements, procedures and paperwork and assist our customers in negotiating FEMA's policies and procedures.

CrowderGulf is committed to responding to any event, regardless of size or type, with utmost promptness. We will have a senior management representative on site within a timely manner of notification of need and we will have manpower, equipment and other assets on site soon following a Notice to Proceed. Our large cadre of experienced local and regional subcontractors is also highly capable and fully prepared to respond within the same time frame.

We appreciate the opportunity to work with Hidalgo County and to submit this proposal assuring you that our professional disaster debris team will meet the expectations of the County. As the President and Chief Executive Officer of CrowderGulf, I have the authority to bind the company in all transactions relative to the award of this RFP. In addition, Ashley Ramsay-Naile, Senior Vice President & Chief Operating Officer, also has the authority to bind the company.

If you have any questions, comments or require additional information, please do not hesitate to contact us.

Best Regards,

John Ramsay
President & CEO

CROWDER GULF

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CROWDER GULF

1. FORMS

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

HIDALGO COUNTY
REQUEST FOR PROPOSALS

RFP No.: 2019-074-05-01-YSS

RFP SUBMITTAL CHECKLIST

All forms listed below must be submitted in the RFP response. If forms are not submitted, your response may be considered non-responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

- X Page 11 of Legal Notice
- X Exhibit "C" – Insurance Requirement Acknowledgement forms (pages 3 and 4)
- X Exhibit "D" - CIQ Form -Copy of County Clerk File Recording fee receipt (if applicable)
- X Exhibit "E" – Proposer's Affidavit
- X Vendor/Bidder Application - W-9 Form – HUB/DBE
- X Exhibit "F" – Certification Regarding Debarment
- X Exhibit "H" – Required Contract Clauses for Contracts Under
- X Federal Award 2 CFR 200, Appendix II & FEMA
- X SAMS.gov Registration Acknowledgement
- X Pricing Worksheet-A
- X Pricing Worksheet-B
- X References
- X Experience & Qualifications Including Questionnaire
- X Equipment List
- X Additional Services (if applicable)
- X Miscellaneous Information (if applicable)
- X Addenda (if applicable)
- X One (1) Original (**original must be one (1) sided and clearly marked as original**), one (1) Copy, and two (2) CDs/USB's containing complete copy of Response

Signature

04/29/2019
Date

REVISED

EXHIBIT B

SELECTION/EVALUATION CRITERIA

REQUEST FOR PROPOSALS

For
HIDALGO COUNTY

"Debris Removal & Disposal"

RFP NO: 2019-074-05-01-YSS

SELECTION/EVALUATION CRITERIA

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County will establish a "Selection Committee" comprised of staff members to perform such evaluation. Each RFP received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the "Selection Committee" may select proposing organizations for "in person" presentation for some proposers. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected PROPOSER is subject to the action of Hidalgo County's Commissioners Court.

Hidalgo County will review all proposals for completeness. Those proposals found to be incomplete, or which fail to address the needs of the County as stated herein, will not be evaluated. Only those proposals furnished complete, with all required documentation, will be evaluated. Proposers are urged to initially submit their best offer.

During the evaluation process, Hidalgo County may request Proposer's representative to answer questions regarding the proposal. Failure of the Proposer to demonstrate that the claims made in its proposal are try may be sufficient cause for deeming a proposal non-responsive.

1. **Experience, References, Reputation, and Compliance with RFP Requirements** **20 Points**
   - Firm background, history and overall experience in performing proposed work.
   - Experience in managing debris removal and disposal services within State and Federal rules and guidelines.
   - Personnel, experience, training and qualifications of firm and key staff.
   - Financial stability.

2. **Debris Management Services** **30 Points**
   - Response time, Debis Management Plan and capacity to quickly respond to large volumes of debris removal.
   - Experience including, ROW, C&D debris, marine debris, property, structure, demolition and vessel removal.
   - Procedures for documentation and verification of debris removal services.
   - Ability to ensure debris is collected, sorted and 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) community types (for example, rural, urban, and suburban).

3. **Responsiveness of Proposal and Compliance with RFP Requirements** **15 Points**
   - Demonstrated understanding of Hidalgo County's needs.
   - Demonstrated understanding of requirements of the RFP and Contract.
   - Quality of proposal and impression of response as it relates to project scope of work.

4. **Support and Training** **15 Points**
   - Demonstrated experience and ability to assist/train Hidalgo County prepare before event.
   - Demonstrated experience and ability to support and train Hidalgo County during event.
   - Demonstrated experience and ability to support and follow through with Hidalgo County after event.

5. **Pricing** **20 Points**
   - Price Proposal Worksheet A - 15%
   - Price Proposal Worksheet B - 5%

Total Points: 100 Points

REVISED

EXHIBIT B

EVALUATION FORM

Hidalgo County

"Debris Removal & Disposal"

RFP NO: 2019-074-05-01-YSS

SELECTION CRITERIA	POINTS	SCORE
1) Experience, References, Reputation, and Compliance	**(maximum points 20)**	
• Firm background, history and overall experience in performing proposed work.		
• Experience in managing debris removal and disposal services within State and Federal rules and guidelines.		
• Personnel, experience, training and qualifications of firm and key staff		
Comments/Rationale for points:	**TOTAL**	
2) Debris Management Services	**(maximum points 30)**	
• Degree of Hidalgo County liability in proposed debris management methods		
• Breadth of service and number of contracts Contractor can handle		
• Debris management methods and commitment to Hidalgo County 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) community types (for example, rural, urban, and suburban)		
Comments/Rationale for points:	**TOTAL:**	
3) Responsiveness of Proposal	**(maximum points 15**	
• Demonstrated understanding of Hidalgo County's needs		
• Demonstrated understanding of requirements of the RFP and Contract		
• Quality of proposal and impression of response as it related to project		
Comments/Rationale for points:	**TOTAL:**	
4) Support and Training	**(maximum points 15)**	
• Demonstrated experience and ability to assist/train Hidalgo County prepare before event		
• Demonstrated experience and ability to support and train Hidalgo County during event		
• Demonstrated experience and ability to support and follow through with Hidalgo County after event		
Comments/Rationale for points:	**TOTAL:**	
5) Pricing	**(maximum points 20)**	
• Based on Price Proposal Worksheets A & B		
Comments/Rationale for points:	**TOTAL:**	
	TOTAL SCORE	

Firm Name:_____ Date:_____

Evaluator:_____ Dept:_____

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

April 15, 2019

CrowderGulf, LLC.
Bidder's name
5435 Business Parkway
Address
Theodore,
City
AL 36582
State, Zip Code

Re: **HIDALGO COUNTY**
Request for Proposals -**"Debris Removal & Disposal"**
RFP No: 2019-074-05-01-YSS

Dear Sir/Madam:

Enclosed, please find the Request for Proposals (RFP) packet. **Modifications and new requirements** have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Proposals process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4874.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/*yss*
Enclosures

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in the limits listed in packet to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract.

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 $1,000,000
   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. Other Insurance
   a. If requested by Hidalgo County, CONTRACTOR shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to CONTRACTOR'S operations under the Agreement

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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 THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, John Ramsay, authorized representative for CrowderGulf, LLC.,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☒ have already been met; see attached copy of insurance certificate.

_____ 04/29/2019.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

No. 1_REVISED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 6/26/2018

PRODUCER

Point Clear Insurance Services LLC
368 COMMERCIAL PARK DRIVE
FAIRHOPE, AL 36532-1910

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A: THE GRAY INSURANCE COMPANY
COMPANY B:
COMPANY C:
COMPANY D:

INSURED

CrowderGulf, LLC
5435 Business Parkway
Theodore, AL 36582-1675

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY OWNER'S & CONTRACTOR'S PROT	XSGL-074306	9/1/2017	7/1/2020	GENERAL AGGREGATE PRODUCTS – COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	Unlimited $3,000,000.00 $1,000,000.00 $1,000,000.00 $50,000.00 $5,000.00
A	**AUTOMOBILE LIABILITY** X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	XSAL-075300	9/1/2017	7/1/2020	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000.00
	GARAGE LIABILITY ANY AUTO				AUTO ONLY – EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE	
A	**EXCESS LIABILTY** UMBRELLA FORM X OTHER THAN UMBRELLA FORM	GXS-043383	7/1/2018	7/1/2019	EACH OCCURRENCE AGGREGATE	$4,000,000.00 $4,000,000.00
A	**WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY** THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: X INCL / EXCL	GWC-071021	9/1/2017	7/1/2020	X WC STATU-TORY LIMITS / OTH ER EL EACH ACCIDENT EL DISEASE – POLICY LIMIT EL DISEASE – EA EMPLOYEE	 $1,000,000.00 $1,000,000.00 $1,000,000.00
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.

CERTIFICATE HOLDER

2523#1_REVISED

"S A M P L E"

CANCELLATION

In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.

AUTHORIZED REPRESENTATIVE

John S. Simmons

GCF 00 50 01 01 12

THE GRAY INSURANCE COMPANY

Louisiana certificate form:
LDI COI 280990 01 12

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:
Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.
Primary Insurance Wording Included when required by written contract.
Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).
Premises/Operations
Products/Completed Operations
Contractual Liability
Sudden and Accidental Pollution Liability
Occurrence Form
Personal Injury
"In Rem" Endorsement
Cross Liability
Severability of Interests Provision
"Action Over" Claims
Independent Contractors coverage for work sublet
Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.
General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.
U.S. Longshoremen's and Harbor Workers Compensation Act Coverage
Outer Continental Shelf Land Act
Jones Act (including Transportation, Wages, Maintenance, and Cure),
Death on the High Seas Act & General Maritime Law.
Maritime Employers Liability Limit: $1,000,000
Voluntary Compensation Endorsement
Other States Insurance
Alternate Employer/Borrowed Servant Endorsement
"In Rem" Endorsement
Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies
Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, John Ramsay, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: Attached Bonding Information.
3. Certificates: Key Personnel Certifications Presented in Proposal.
4. Permits: Permits will be obtained if/when an activation occurs.
5. Other: TX SOS Filing Provided / SAM Documentation Provided / E-Verify/1295.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

04/29/2019
Date

CrowderGulf, LLC.
Company

5435 Business Parkway
Address

Theodore, AL 36582
City, State, Zip

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

CrowderGulf, LLC
5435 Business Parkway
Theodore, AL 36582

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Hidalgo County
2802 S. Business Hwy 281
Edinburg, Texas 78539

BOND AMOUNT: $ 5% **Five Percent of Amount Bid**

PROJECT:
(Name, location or address, and Project number, if any)

Debris Removal & Disposal
RFP No: 2019-074-05-01-YSS

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **1st** day of **May, 2019**

Melinda Edwards
(Witness)

Melissa Beckworth
(Witness) **Melissa Beckworth, Account Manager**

CrowderGulf, LLC
(Principal) *(Seal)*

By: Ashley Ramsay-Haile
(Title) Ashley Ramsay-Haile Sr VP/COO

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*

By:
(Title) **James C. Congelio**, Attorney-in-Fact
Surety Phone No. **813-498-1183**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **James C. Congelio** of **TAMPA** **Florida** , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017.**

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **1st** day of **May** , **2019**

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Rolando B. Pablos
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Registration for CrowderGulf, LLC (file number 801557137), a ALABAMA, USA, Foreign Limited Liability Company (LLC), was filed in this office on February 27, 2012.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on May 02, 2018.

Rolando B. Pablos
Secretary of State

SAM SYSTEM FOR AWARD MANAGEMENT

Melinda Edwards Log Out

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Reports
  - Service Contract Report
  - BioPreferred Report
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

BACK TO USER DASHBOARD

CROWDERGULF, LLC
DUNS: 195686477 CAGE Code: 45ZE0
Status: Active
Expiration Date: 10/17/2019
Purpose of Registration: All Awards

5435 BUSINESS PKWY
THEODORE, AL, 36582-1675,
UNITED STATES

Entity Overview

Entity Registration Summary

DUNS: 195686477
Name: CROWDERGULF, LLC
Business Type: Business or Organization
Last Updated By: Melinda Edwards
Registration Status: Active
Activation Date: 10/17/2018
Expiration Date: 10/17/2019

Exclusion Summary

Active Exclusion Records? No

E-Verify
Employment Eligibility Verification

Welcome Kelley James | User ID KJAM1888 | Last Login 06:32 PM - 04/01/2012 | Log Out

Click any ? for help

- Home
- **My Cases**
- New Case
- View Cases
- Search Cases
- **My Profile**
- Edit Profile
- Change Password
- Change Security Questions
- **My Company**
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- **My Reports**
- View Reports
- **My Resources**
- View Essential Resources
- Take Tutorial
- View User Manual
- Contact Us

Company Information

Company Name: CrowderGulf, LLC — View / Edit

Company ID Number: 312220
Doing Business As (DBA) Name:
DUNS Number:

Physical Location:

Address 1: 5435 Business Parkway
Address 2:
City: Theodore
State: AL
Zip Code: 36582
County: MOBILE

Mailing Address:

Address 1:
Address 2:
City:
State:
Zip Code:

Additional Information:

Employer Identification Number: 10626019
Total Number of Employees: 20 to 99
Parent Organization:
Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 562 - WASTE MANAGEMENT AND REMEDIATION SERVICES — View / Edit

Total Hiring Sites: 1 — View / Edit

Total Points of Contact: 3 — View / Edit

View MOU

U S Department of Homeland Security - www.dhs.gov U S Citizenship and Immigration Services - www.uscis.gov Accessibility Download Viewers

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-45138

Date Filed:
04/25/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CrowderGulf, LLC
Theodore, AL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ramsay, Lyman M.	Theodore, AL United States	X	
Ramsay, Jr., Lyman W.	Theodore, AL United States	X	
Ramsay-Naile, Ashley	Theodore, AL United States	X	
Ramsay, John	Theodore, AL United States	X	

Example

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Kerrie A. Noll
Notary Public, Mobile County, AL
My Commission Expires Sept 12, 2018

Ashley Ramsay-Naile
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ashley Ramsay-Naile, this the 25th day of April, 20 16, to certify which, witness my hand and seal of office.

Kerrie A. Noll — Kerrie A. Noll — Notary Public

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

If awarded Contract, CrowdeGulf will complete appropriate FORM 1295. We have included example of our previous compliance for documentation purposes only.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A CrowderGulf does not have any COI to disclose.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____ 04/29/2019

Signature of vendor doing business with the governmental entity — Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, John Ramsay, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____ President & CEO

April 19

Subscribed and sworn to before me this 29th day of _____, 20___.

_____

Notary Public

My commission expires: 09/14/2022, 20____

KERRIE A. NOLL
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
September 14, 2022

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: CrowderGulf, LLC **Telephone No. (** 800 **)** 992-6207

dba Name:

Legal Name:

Mailing Address : 5435 Business Parkway **Fax No. (** 251 **)** 459-7433

Physical Address: 5435 Business Parkway

City, State, Zip Theodore, AL 36582 **Tax I.D. No.** 01-0626019

Remit to Address : Same as Above **City, State, Zip**

E-Mail Address: jramsay@crowdergulf.com

Representative(s) Name(s) & Title(s) John Ramsay, President & CEO

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
X LLC ____ Sole Proprietor ____ Other, Specify
State Identification No. 801557137 **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:** _____ **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor X Service Organization ____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
John Ramsay, President & CEO Ashley Ramsay-Naile, Senior Vice President & COO

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: N/A **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☒ No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ☐ Yes ☒ No

What type of product(s) is/are solicited by your company?: Disaster Debris Removal & Management Services

Would you like to be provided with specifications for procurements of such products?: ☒ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing): _____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office: _____ **Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☒ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: 30 %
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Upon award of contract, CrowderGulf will reach out to qualified HUB Subcontractors to set commitment goals based on the interested participants. With the nature of standby contracts, subcontractors may no longer be HUB Certified or Qualified at the time of an actual activation. CrowderGulf will diligently continue to solicite qualified HUB Participants to maintain our 30% commitment throught the life of the current contract.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CrowderGulf Joint Venture, Inc.

2 Business name/disregarded entity name, if different from above

5435 Business Parkway

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5435 Business Parkway

Requester's name and address (optional)

6 City, state, and ZIP code

Theodore, AL 36582

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

0	1	–	0	6	2	6	0	1	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Ashley Ramsay-Naile Date ▶ 4/29/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Certification
Regarding Debarment, Suspension and Ineligibility

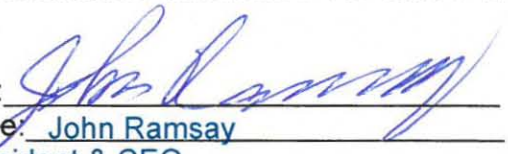
As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: John Ramsay
Title: President & CEO
Telephone Number: 800-992-6207
Date: 04/29/2019

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Exhibit "H"

(If Applicable)

2 C.F.R. § 200.326 & 2 C.F.R. Part 200, Appendix II

Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards

&

Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards with the Federal Emergency Management Agency (FEMA)

(To be submitted with each bid or offer exceeding $100,000)

The undersigned Contractor, CrowderGulf, LLC. **certifies, to the best of his or her knowledge, that:**

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, CrowderGulf, LLC. **, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.**

Signature of Contractor's Authorized Official

John Ramsay, President &C EO

Name and Title of Contractor's Authorized Official

04/29/2019

Date"

10. **Procurement of Recovered Materials.**

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

c. Statement. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(3) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

Additional Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards with the Federal Emergency Management Agency (FEMA)

Additional FEMA or applicable Federal Requirements. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.

11. **Changes**.

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

b. Statement. The following provides a contract clause regarding access to records:

"The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor's true costs for the work and related equipment costs and site expenses."

12. **Access to Records**.

a. Standard. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

b. Statement. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the County of Hidalgo, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

13. **DHS Seal, Logo, and Flags**.

a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City

officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

> "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre-approval."

14. **Compliance with Federal Law, Regulations, and Executive Orders**.

a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.

b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

> "This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives."

15. **No Obligation by Federal Government**.

a. Standard. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. Statement. The following provides a contract clause regarding no obligation by the Federal Government:

> "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

16. **Program Fraud and False or Fraudulent Statements or Related Acts**.

a. Standard. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

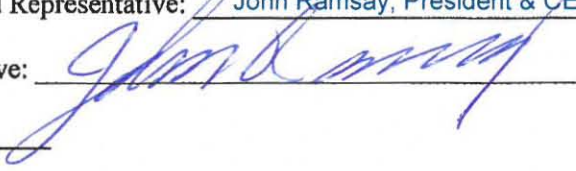
b. Statement. The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

> "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor's Name/Company Name: CrowderGulf, LLC.

Printed Name and Title of Authorized Representative: John Ramsay, President & CEO

Signature of Authorized Representative: 

Date: 04/29/2019

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 451-7433

EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM

This company is an equal employment opportunity employer. It is the policy of this company to assure that applicants are employed, and that applicants are treated during employment, without regard to their race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law. Such action shall include: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job-training.

1. Publication and dissemination of this company's written policy of equal employment opportunity.
   A. Each employee is informed that we are an equal opportunity employer and where our policy is posted.
   B. Our policy is reviewed annually, or more frequently if required by contract, with all supervisory personnel.

2. Appointment of Equal Employment Officer charged with the responsibility of securing compliance and advising corporate Officials of progress.
   Equal Employment Officer: Mary G. White
   Office #: 251-478-6848
   Email: hr@crowdergulf.com

3. Notification of all recruitment sources that the company, as an equal opportunity employer, solicits referral of qualified applicants without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.

4. The upgrading and promotion of employees shall be made based on qualifications and ability without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.

5. We request from all employees, especially minorities and females, that they refer any qualified friends or relatives to us for employment.

6. All company facilities and activities shall be non-segregated.

7. All Advertisements for employment shall contain the statement, "We are an Equal Opportunity Employer".

8. We continuously monitor, control, evaluate, and obtain feedback in regard to the application of our Equal Employment Opportunity policy at all levels.

9. All personnel activities shall be monitored to ensure that this Equal Employment Opportunity policy is being carried out.

10. CrowderGulf complies with all federal and state laws and regulations regarding Equal Employment Opportunity.

11. In succession to the previous EEO Officer, effective Mary G. White was appointed EEO Officer for the company effective 8/15/2011. Any person who believes he or she has been discriminated against should direct their complaint to Mary G. White.

John Ramsay
President & CEO

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

April 25, 2019

RE:
ADDENDUM NO. 1
FOR RFP No.: 2019-074-05-01-YSS
"Debris Removal & Disposal"-Hidalgo County

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1,** in connection with Hidalgo County's request for proposals for **"Debris Removal & Disposal".**

Please acknowledge receipt *of* ***ADDENDUM NO. 1*** by signing and returning this notice with your packet submittal.

If you do not receive all pages of this **ADDENDUM** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM** will complete your packet for Hidalgo County's **"Debris Removal & Disposal".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Enclosures
MLS/yss

ADDENDUM NO.1

April 25, 2019

"Debris Removal & Disposal"
RFP NO.: 2019-074-05-01-YSS

PLEASE NOTE THE FOLLOWING CHANGES:

1. Please remove Exhibit "B"-Evaluation Criteria & Form & **replace** with attached *Revised* Exhibit B-Evaluation Criteria & Form.

2. Please remove Requirements Page 2 and **replace** with attached *Revised* Requirements Page 2.

3. Please remove Requirements Page 4 and **replace** with attached *Revised* Requirements Page 4.

4. Please remove Requirements Page 12 and **replace** with attached *Revised* Requirements Page 12.

I acknowledge receipt of ADDENDUM NO. 1 dated, April 25, 2019 for RFP-"Debris Removal & Disposal"-Hidalgo County.

BY: _____
Signature
Print Name: John Ramsay, President & CEO
Company Name: CrowderGulf, LLC
Date: 4/29/2019

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PROPOSAL PACKET IN ORDER TO COMPLETE THE PROPOSAL.

Hidalgo County is requesting sealed proposals from interested and qualified firms to provide services for ***"Debris Removal & Disposal"***. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of ***"Debris Removal & Disposal"*** as specified herein. Sealed Proposals will be accepted until **9:30 A.M., Wednesday, May 01 2019. ANY PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

Hidalgo County Administration Building-Purchasing Department
Attn: Martha L. Salazar, CPPB, HC Purchasing Agent
RFP No: 2019-074-05-01-YSS

US Postal Mail Address: 2812 S. Business Hwy 281, Edinburg, Texas 78539

Physical Address: 2802 S. Business Hwy. 281, Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request for Proposal:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that question, inquiries and/or clarifications for the proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL: BY NO LATER THAN Wednesday, **April 24, 2019** at 5:00 P.M. Responses will be sent to all applicants by Friday, **April 26, 2019**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit "E") certifying that the submission is one (1) not the result of Collusion as described in the Proposer's Affidavit; two (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:
A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

NON-COLLUSION:
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION:

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions, due to unforeseen delay during the procurement process.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS: All costs and expenses associated with the preparation and submission of (bids, proposals, and/or quotes) shall be the responsibility of the bidder/proposer or respondent and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II: REQUIREMENTS/SCOPE OF SERVICES/ QUALIFICATIONS

PLEASE REVIEW THIS DOCUMENT IN ITS ENTIRETY. ENSURE THAT YOUR PROPOSAL INCLUDES ALL FORMS REQUIRED.

PROJECT OVERVIEW:
Hidalgo County is seeking proposals for *Debris Removal & Disposal* and intends to enter into contract with one (1) primary, one (1) secondary and one (1) tertiary service providers as directed by the County in order to eliminate and/or reduce immediate threats to public health and safety in accordance with the Stafford Act and Federal Emergency Management Agency ("FEMA") policies and guidelines. The County's goal is to complete the debris removal and disposal process within ninety (90) days if the entire area of the County is accessible during that period. The resulting contract will be utilized on an "as needed" basis for disaster debris removal and disposal services.

Due to the unpredictability of both natural and man-made disasters the exact type and amount of services cannot be determined; therefore, the County shall not be liable for any contractual agreements/obligations the Contractor enters into with third parties based on the County's need for such services in the event of disaster. The County does not guarantee any specific amount of work under a contract resulting from this request for proposal.

Debris as used in this document is defined as found in the Federal Emergency Management Agency (FEMA) Debris Management Guide, Chapter 3. This guide may be accessed at FEMA publication 325, http://www.fema.gov/pdf/government/grant/pa/demagde.pdf. It is the intent of this solicitation to enter into pre-event contracts, which would result in no immediate cost to the County, and which must meet FEMA guidelines established as found in FEMA Debris Management Guide (FEMA publication 325).

The qualified providers can deliver the services requested in an efficient and effective manner while ensuring the highest standards of performance, integrity, customer service and fiscal accountability. The County of Hidalgo wishes to contract with firms that understands the importance of the tasks, the impact, and the necessary urgency for such implementation. The successful firms will demonstrate the ability to consistently provide these services to the County of Hidalgo. By submitting a proposal, the offeror acknowledges and will adhere to all specifications as stated within this proposal.

Hidalgo County is aware and appreciative of the time and effort you expend in preparing and submitting proposals to the County. Please notify the designated person in writing of any bid requirements that are

USDA ..... United States Department of Agriculture
VOCs ..... Volatile Organic Compounds

SUBCONTRACTING:

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project along with a description of their respective duties. *(See Questionnaire Section Questions I. and J.)*

Contractor may not sell, sublet, or otherwise delegate services outlined in this proposal to others without written consent of the County.

The use of Debarred Subcontractors is prohibited. A complete list of federally debarred contractors can be found at www.sam.gov. It is the sole responsibility of the Contractor to ensure that Subcontractor(s) are in good standing with Office of Federal Contract Compliance Program (OFCCP).

EQUIPMENT:

Proposers shall supply a list of equipment owned by the company, or provide proof of the ability to obtain the necessary type of equipment, needed to successfully perform the job duties under this contract i.e. Trucks, loaders, towers, temporary office buildings, etc.

All vehicles used in the operations of this contract must be clearly identified with the Contractor's name. Personal use vehicles are exempt.

ADJUSTMENTS, ADDITIONS OR DELETIONS:

Requests by the County for additional service and/or service suggestions made by the contractor which exceed agreed upon scope, shall be provided in writing including itemized pricing. If agreed upon in writing by the County, contractor may produce with additional services with the understanding charges shall be shown on billing invoice in a category stating "Additions to Contract" and must itemize the quote and invoice.

MINIMUM QUALIFICATIONS OF PROPOSERS:

By submitting a proposal, the Proposer certifies that they are a duly qualified, capable, and otherwise bondable business entity that is not in receivership or contemplates same, nor has filed for bankruptcy. The Proposer must not be indebted to the County and shall not owe any back taxes to the County. The Proposer warrants they are familiar with all laws, regulations, and customs applicable to the type of business required herein.

The selected firm must be experienced and knowledgeable with the Federal Emergency Management Administration ("FEMA") and Insurance reimbursement rules and procedures and must demonstrate such to the County in its proposal and subsequent selection process presentations. The selected firm must also demonstrate experience and knowledge with state, local and federal environmental regulating and permitting agencies.

PURCHASING DEPARTMENT
County of Hidalgo

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www.co.hidalgo.tx.us/purchasing

MEMORANDUM

TO: All Participating Vendors

FROM: Yvette Salinas, Contract Specialist III
Hidalgo County Purchasing Department

DATE: April 25, 2019

RE: QUESTIONS AND ANSWERS: Hidalgo County-Debris Removal & Disposal
RFP NO: 2019-074-05-01-YSS

Please see following **questions and answers** for the above referenced project:

1. …correct number of originals copies, and electronics to be submitted with response?
One (1) original, One (1) copy, Two (2) CDs/USBs (electronic) should be submitted with response.

2. …is there work to be done now or is this for future work?
As needed in the future.

3. …will tipping fees be considered a passthrough …or do we need to add disposal fees to our price proposal?
Please see Requirements; page 16: "The County will arrange and incur all tipping fees at approved Final Disposal Site(s)."

4. Did the <County> have any impacts after Hurricane Harvey? If so, can you please tell me the number of cubic yards removed of Vegetation & C&D?
Hidalgo County did not have an impact after Hurricane Harvey.

5. Will Pricing Section B be evaluated? If so, what weight will it hold?
Yes it will be, please refer to Addendum #1.

6. Can I get …current contract pricing for these services?
Hidalgo County does not have a current contract for these services.

7. …legal notice says…proposer's affidavit is Exhibit J….confirm there is no exhibit J and…the Proposer's Affidavit is Exhibit E.
Correct, there is no Exhibit J, the Proposer's Affidavit is Exhibit E.

8. Are we required to submit Exhibit I FHWA 1273 with the proposal submittal?
No.

9. If the CIQ form is not applicable do we need to submit it with the proposal marked as N/A or do we leave it out?

If not applicable then you may submit it marked N/A.

10. P.2 of exhibit A says the title of the RFP is "disaster Debris Clearance, Removal & Other Miscellaneous Services" but p.2 of the Legal Notice says it's "Debris Removal and Disposal"…Which is correct?

"Debris Removal and Disposal" is correct, please refer Addendum #1.

11. Please confirm that we do not need to submit the service contract with the proposal.

A draft service contract was provided in the RFP, one is not required with your submittal.

12. There are multiple signatures required throughout the RFP which are not in…required forms…does County want entire bid packet returned with the proposal submitted?

The required documents are listed on the RFP Submittal Checklist, all others are at your discretion.

13. Does the questionnaire need to be answered in the exact order the questions are given or can ...required information be in a way that flows better?

Please reply to questions in the order they are in. In addition, you may include the answers in the Miscellaneous Information section in the order that you prefer.

14. Do the CIQ and the Vendor application need to be returned to another location and at a different time than the bid opening?

They both must be included with your response, please refer to RFP Submittal Checklist indicating what must be submitted in the RFP response.

CROWDER GULF

2. PRICING

Pricing Worksheet-A

Date: 4/12/2019

[Submitted by: ENTER FIRM NAME CrowderGulf, LLC.
for Hidalgo County, TX 2019]

	SCHEDULE 1 - UNIT RATE PRICE SCHEDULE				
		To be Completed By Vendor ▼	To be Completed By End User ▼		
Note 1	**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	
		$7.75	10,155,000	$78,701,250.00	$0.00
Note 1	**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	
		$8.50	3,385,000	$28,772,500.00	$0.00
	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 dipose of eligible non-RACM structures on private property.	$ Per Cubic Yard	Estimated CY	Total	
		$18.00	100	$1,800.00	$0.00
	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 dipose of eligible RACM structures on private property.	$ Per Cubic Yard	Estimated CY	Total	
		$22.00	100	$2,200.00	$0.00
	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	
		$0.25	13,540,000	$3,385,000.00	$0.00
	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	
		$3.50	10,155,000	$35,542,500.00	$0.00
	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	
		$2.65	3,385,000	$8,970,250.00	$0.00
Note 1	**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	
		$4.25	2,640,300	$11,221,275.00	$0.00

Notes:

Note 1: Rate is for 0-30 mile haul. All miles over 30 miles will be subject to $0.14 / cy / mile charge.

Pricing Worksheet-A

Date: 4/12/2019

[Submitted by: ENTER FIRM NAME
for Hidalgo County, TX 2019]

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** 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.	**$ Per Tree**	**Estimated Trees**	**Total**	
	6 inch to 12 inch diameter	$ 50.00	752	$37,600.00	$0.00
	13 inch to 24 inch diameter	$ 95.00	1,344	$127,680.00	$0.00
	25 inch to 36 inch diameter	$150.00	668	$100,200.00	$0.00
	37 inch to 48 inch diameter	$200.00	96	$19,200.00	$0.00
	49 inch and larger diameter	$250.00	16	$4,000.00	$0.00
	Hanger Removal (2" or greater at the break and price per Tree)	$ 60.00	108,936	$6,536,160.00	$0.00
11	**Removal of Eligible Hazardous Stumps** Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible hazardous stumps and transportation to an approved DMS or other designated disposal facility.	**$ Per Stump**	**Estimated Stumps**	**Total**	
	24.1 inch to 36 inch diameter	$175.00	334	$58,450.00	$0.00
	37 inch to 48 inch diameter	$275.00	48	$13,200.00	$0.00
	49 inch and larger diameter	$375.00	8	$3,000.00	$0.00
12	**Removal of Eligible White Goods** Work consists of all labor, equipment, fuel, and associated costs necessary for the collection of eligible white goods, removal of refrigerants, transportation to an approved DMS, decontamination, and transportation to an approved final disposal facility.	**$ Per Unit**	**Estimated Units**	**Total**	
		$75.00	100	$7,500.00	$0.00
13	**Removal of Eligible Used Electronics** Work consists of all labor, equipment, fuel, and associated costs necessary for the collection of eligible used electronics and transportation to an approved final disposal facility.	**$ Per Unit**	**Estimated Units**	**Total**	
		$48.00	50	$2,400.00	$0.00
14	**Removal of HHW** Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible HHW and transportation to an approved final disposal facility.	**$ Per Pound**	**Estimated Units**	**Total**	
		$6.95	100	$695.00	$0.00
15	**Abandoned Eligible Vessel and Vehicle Removal** Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible abandoned vessels and vehicles and transportation to an approved staging area.	**$ Per Unit**	**Estimated Units**	**Total**	
		$120.00	50	$6,000.00	$0.00
16	**Eligible Animal Carcass Removal and Disposal** Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible animal carcasses and transportation to an approved final disposal facility.	**$ Per Unit**	**Estimated Units**	**Total**	
		$0.50	100	$50.00	$0.00
Total Estimated Contract Price				$ 173,512,910.00	

(Total Price in words; and No Cents) One Hundred Seventy Three Million Five Hundred Twelve Thousand Nine Hundred Ten Dollars and Zero Cents. *Enter Firm Name)* CrowderGulf, LLC

Note 2

Submitted by:\ ENTER FIRM NAME for Hidalgo County, TX 2019

Note 2: Hauled off under line item 2.

Pricing Worksheet - B

First Response (Emergency Road Clearance-"Push")

Service Description	Unit	Unit Price
Personnel & Equipment (Operator, Fuel, Maintenance Included)		
Small Loader or Lrg. Skidsteer, (Push machine, wheeled or rubber tracked)*	Hour	$110.00
Supervisor with Truck (1 man, will assist toss operations)	Hour	$ 60.00
Operators with Chainsaw (2 man crew, cut and toss)	Hour	$ 45.00
Laborer with Tools (1 man, toss)	Hour	$ 40.00
Traffic Control/Safety Personnel (2 man crew, as needed)	Hour	$ 75.00
1 Total Hourly:	Hour	$330.00

Service Description	Size or Type	Unit	Unit Price
Heavy Equipment (Operator,Fuel, Maintenance Included)			
Skid Steer Loader (Mini-Loader)	Bobcat	Hour	$ 90.00
Backhoe	Cat 416	Hour	$ 85.00
Backhoe, Extend-a-hoe	Caterpillar	Hour	$105.00
Wheel Loaders	Cat 950	Hour	$130.00
Wheel Loaders	Cat 966	Hour	$150.00
Wheel Loaders	Cat 980	Hour	$170.00
Tracked Loader	Cat 955	Hour	$110.00
Towed Loader w/ Tractor	Prentice 210	Hour	$130.00
Self Loading Knuckle boom Truck	25-35 CY Body	Hour	$110.00
Self Loading Knuckle boom Truck	35-45 CY Body	Hour	$130.00
Dozer	CatD4	Hour	$ 90.00
Dozer	CatD5	Hour	$120.00
Dozer	CatD6	Hour	$145.00
Dozer	CatD7	Hour	$175.00
Dozer	CatD8	Hour	$210.00
Excavators	Cat 320	Hour	$115.00
Excavators	Cat 325	Hour	$135.00
Excavators	Cat 330	Hour	$155.00
Tractor w/ Box Blade	80Hp	Hour	$ 75.00
Motor Grader	Cat 120G	Hour	$120.00
30 Ton Crane	30Ton	Hour	$175.00
50 Ton Crane	50 Ton	Hour	$240.00
100 Ton Crane (8 hr minimum)	100 Ton	Hour	$310.00
Bucket Truck	Up to 50' reach	Hour	$140.00
Bucket Truck	50' to 75' reach	Hour	$190.00
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	$120.00
Mechanized Broom	Street Sweeper	Hour	$ 90.00
Water Truck	2000 Gallon	Hour	$ 75.00
Service Truck	N/A	Hour	$ 75.00
Stump Grinder	Vermeer252	Hour	$120.00
Stump Grinder	Vermeer752	Hour	$160.00
Stump Grinder	Vermeer 60TX	Hour	$160.00
Chipper w/2 man crew	Morbark Stmm	Hour	$ 75.00
12-Foot Tub Grinder	Morbark 1200	Hour	$425.00
13-Foot Tub Grinder	Morbark 1300	Hour	$520.00
14-Foot Tub Grinder	Diamond Z 1463	Hour	$625.00
12T Lowboy Trailer (Equip.Transport w/ Tractor)	12 Ton	Hour	$130.00
35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	$150.00
SOT Lowboy Trailer (Equip.TranS]'_ort w/ Tractor)_	50 Ton	Hour	$175.00
Truck Mounted Winch	Tow Truck	Hour	$130.00
Vacuum Truck/Jetter	3500 Gallon	Hour	$260.00
Hauling Vehicles (Operator, Fuel, Maintenance Included)			
Dump Truck	5 to 15 CY	Hour	$ 63.00
Dump Truck	16to24CY	Hour	$ 80.00
DumpTmck	25 to 34 CY	Hour	$ 92.00
Dump Truck (Trailer Dump w/ Tractor)	35 to44 CY	Hour	$100.00
Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	$110.00
Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	$122.00
Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	$138.00
Dump Truck (Trailer Dump w/ Tractor)	>75CY	Hour	$150.00
Transportation Vehicles (Operator,Fuel,Maintenance Included)			
Pickup Truck	1/2 Ton	Hour	$20.00
Pickup Truck	3/4 Ton, Ext. Cab	Hour	$20.00
Pikup Truck, 4x4	4x4	Hour	$20.00
Pickup Truck	1 Ton	Hour	$20.00
Box Truck	3/4 Ton	Hour	$40.00
Passenger Car	Full size	Hour	$20.00
20' Trailer	20 Foot	Hour	$35.00
36 'Trailer	36 Foot	Hour	$35.00
Flatbed Trailer	Gwvto450	Hour	$40.00
Note; Typically Trucks, Rental Vehicles and Trailers are rented by the day rather than the hour.			
Transportation Vehicles (Operator,Fuel,Maintenance Included)			
Pickup Truck	1/2 Ton	Day	$180.00

Pickup Truck	3/4 Ton	Day	$180.00
Pickup Truck	1 Ton	Day	$180.00
Box Truck	3/4 Ton	Day	$240.00
Utility Van	3/4 Ton	Day	$300.00
Passenger Van	9 Passenger	Day	$300.00
Passenger Car	Full size	Day	$300.00
Response Trailer	20-30 Foot	Day	$350.00
Marine Resources (Operator, Fuel, Maintenance included)			
56' Shallow Draft Landing Craft with Crane	Crew of 2	Day	$6,000.00
40' Sectional Barge w/ Mounted Excavator & Pushboat	With Crew	Day	$8,500.00
33' Fast Barge with Winch	Crew of 2	Day	$4,500.00
14' Utility Boat w th Motor (Work Boat)	With Crew	Day	$1,500.00
12' Utility Boat with Motor (Work Boat)	WithCrew	Day	$ 900.00
12' Utility Boat without Motor (Work Boat)	WithCrew	Day	$ 900.00
Tank Diver with Gear	Individual	Hour	$ 175.00
Hardhat Diver with Gear	Individual	Hour	$ 250.00
Scuba Bottle Refill (Air)	80	Each	$ 150.00
Air Pump with multi Breathing lines	Brownie Lung	Day	$1,200.00
Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)			
Light Tower	w/ Generator	Day	$220.00
Office Trailer	40 Foot	Day	$350.00
Storeage Contatiner	40 Foot	Day	$350.00
Portable Eyewash Station	OSHA Spec	Day	$240.00
First Aid Station	OSHA Spec	Day	$240.00
Portable Toilet (Port a John)	Single	Week	$160.00
Observation Tower	USACE Spec	Each	$500.00

**Note

Note: The Tower that will be provided at the DMS will be provided at no charge to the County. If the County requires additional Towers, the Cost is listed above.

Sunken Vessel Removal

Description	Unit	Price
Marine Salavage Operations	Per Linear Foot	
Less than 20 feet		$80.00
20 to 25 feet		$90.00
25 to 30 feet		$100.00
Greater than 30 feet		$110.00
Land Based Salavage Operation	Per Linear Foot	
Less than 20 feet		$ 40.00
20 to 25 feet		$ 50.00
25 to 30 feet		$ 60.00
Greater than 30 feet		$ 70.00

Emergency Drinking Water and Ice Supply

Drinking Water

Cases		Price/Case	Per Unit	Per Pallet
1-75		$3.90	$0.25	$550.00
75-375		$3.80	$0.24	$540.00
376-750		$3.70	$0.23	$530.00
751-1500		$3.60	$0.22	$520.00

Pallets based on 1,728 16.9 oz bottles

Ice Supply

Packaged Ice Delivered			Per Pound	$0.40

Based on 7 lbs bags $2.80

Emergency Sleeping Quarters

Option 1			*Option 2*	Unit Rental Price
1 — 168-Man Dormitory Structure	Unit Rental Price		200-Man Tension Tent	Cost + 15%
Wood Floor w/ New Carpeting	Cost + 15%		Wood Floor w/ New Carpeting	Cost + 15%
Air Conditioning/Combination Heating Units	Cost + 15%		Air Conditioning/Combination Heating Units	Cost + 15%
Power Generation	Cost + 15%		Power Generation	Cost + 15%
Metal Halide Lighting Package	Cost + 15%		Metal Halide Lighting Package	Cost + 15%
168 Cots	Cost + 15%		168 I-lii-Spec Cots	Cost + 15%
2- Personnel Doors	Cost + 15%		2- Personnel Doors	Cost + 15%
1 to 4 Weeks Rental	Cost + 15%		Uu to 4 Weeks Rental	Cost + 15%

Dining Facilities				Unit Rental Price
Option 1			Option 2	
1 Dining Structure for 350	Unit Rental Price		*1 Dining Sinicture for350*	Cost + 15%
Wood Floor	Cost + 15%		Wood Floor w/ EventPro Flooring	Cost + 15%
Air Conditioning/Combination Heating Units	Cost + 15%		Air Conditioning/Combination Heating Units	Cost + 15%
Power Generation	Cost + 15%		Power Generation	Cost + 15%
Metal Halide Lighting Package	Cost + 15%		Metal Halide Lighting Package	Cost + 15%
2 -Personnel Doors	Cost + 15%		2 -Personnel Doors	Cost + 15%
64- 8' Banquet Tables	Cost + 15%		64- 8' Banquet Tables	Cost + 15%
512 Folding Chairs	Cost + 15%		512 Folding Chairs	Cost + 15%
Up to 4 Weeks Rental	Cost + 15%		Up to 4 Weeks Rental	Cost + 15%

Restroom Facilities		
	Units for	Unit Rental Price
Portable Toilet Facilities	150-Person Camp	Cost + 15%
Daily Cleaning & Service	250-Person Camp	Cost + 15%
Up to 4 Weeks Rental	500-Person Camp	Cost + 15%

Shower Facilities	Unit Rental Price		Laundry Facility	Unit Rental Price
1 -14HeadShower Trailer Unit	Cost + 15%		*Laundry Trailer Unit*	Cost + 15%

Provides Shower Service for 350 People	Each Unit Contains:
Each Unit Contains:	Top Load Washer Units
Private Changing Stalls & 36" x 36" Shower Stalls	Front Load Dryer Units
Propane-fired boiler system	Hot and Cold Water
On-board water storage	Air Conditioning
Air Conditioning	Folding Table
Trash Receptacles	Trash Receptacles
Up to 4 Weeks Rental	Up to 4 Weeks Rental

Power Units		
Units	Per Day (24 hrs)	Per week
25 kW Generator	Cost + 15%	Cost + 15%
56 kW Generator	Cost + 15%	Cost + 15%
100 kW Generator	Cost + 15%	Cost + 15%
175 kW Generator	Cost + 15%	Cost + 15%
250 kW Generator	Cost + 15%	Cost + 15%
320 kW Generator	Cost + 15%	Cost + 15%
500 kW Generator	Cost + 15%	Cost + 15%
800 kW Generator	Cost + 15%	Cost + 15%
1000 kW Generator	Cost + 15%	Cost + 15%
1500 kW Generator	Cost + 15%	Cost + 15%

Notes:
1. Transportation charges to be included.
2. Do not include cables and distribution boxes.
3. Includes service and maintenance.

Emergency Fuel Delivery/Management Price Schedule		Unit	Price
Item/Equipment	Description		
550 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	Per Day	Cost + 15%
1,000 gallon single wall tank	Portable Storage Tank	Per Day	Cost + 15%
1,000 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	Per Day	Cost + 15%
6,000 gallon or greater tank	Portable Storage Tank	Per Day	Cost + 15%
12 Volt Fill-Rite Pump	Fuel Pump 13 GPM, includes nozzle	Per Day	Cost + 15%
Portable Tank Delivery/Pickup	Delivery/Pickup Charge	Per Day	Cost + 15%
Portable Tank Cleanout Fee	Cleanout of portable tank (if required)	Per Day	Cost + 15%
Truck with Man	Transport Truck w/trailer or Bobtail Truck	Per Day	Cost + 15%
Fuel Tank Trailer Only	7,500 to 8,500 gal capacity	Per Day	Cost + 15%
Mobile Fuel Station	12,000 Gal capacity on trailer	Per Day	Cost + 15%
FracTank	20,000 gallon frac tank	Per Day	Cost + 15%
Labor	Man to operate fuel station or fuel vehicles	Per Day	Cost + 15%

Fuel

Item	Description	Purchase Price	Unit
Fuel	Gasoline	Cost + 10%	Per gallon
Fuel	Diesel	Cost + 10%	Per gallon

Emergency Satellite Telphone/Communication Services Price Schedule

Satellite Phone Service

	Rate Per Minute
Per Satellite Phone	Cost + 15%

Satellite Internet Service

Self-Contained Trailer Equipment

Duration	Monthly Cost
3 month	Cost + 15%
6 month	Cost + 15%
9 month	Cost + 15%
12 month	Cost + 15%

Bandwidth

Service	Monthly Cost
Disaster Response	Cost + 15%

Bandwithdth Service	Contention	Upload(Kbps)	Download(Mbps)	Volp lines
Disaster Response	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 15%

Description of services:

Each satellite unit should be equipped to provide wireless broadband internet and scalable so additional wireless access points can be added. Each unit will have sufficient bandwidth to easily support TBD **concurrent internet users from the base system. If necessary, can additional units can be brought in to support a larger camp population? (Yes) / No**

Temporary Office Trailers, Mobile Command Center Price Schedule

Single Unit

Dimensions: Width= 8', Unit Length= 20'

Category	Rate	Unit
Setup Fee:	Cost + 15%	One time
Single Unit	Cost + 15%	Per month

Single Unit

Dimensions: Width= 8', Unit Length= 28'

Category	Rate	Unit
Setup Fee:	Cost + 15%	One time
Single Unit	Cost + 15%	Per month

Single Unit
Dimensions: Width10', Unit Length=24'

Category	Rate	Unit
Setup Fee:	Cost + 15%	One time
Single Unit	Cost + 15%	Per month

Chemical Toilets Price Schedule

Description	Rate	Unit
Port-o-let (per unit)	Cost + 15%	Per month
Port-o-let (per unit)	Cost + 15%	Per day

Note: Includes delivery/set up, daily service, equipment rental, and pick up/breakdown

Emergency Pumping Units Price Schedule

Description	Rate (Per Day)	Rate (Per Hour)	Rate (Per Wk)	Rate (Per Mnth)
4" Trash Pump Package	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 15%
6" Trash Pump Package	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 15%
6" Hydraulic Pump with Power Pack	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 15%
8" Hydraulic pump with Power Pack	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 15%

Drying In, Decontamination, Mold Remediation, restoration Price Schedule
Categories/Descriptions

Drying Equipment	Unit	Rate
Dehumi ification Unit (50cfm-100cfm)	Day	Cost + 15%
Dehumidification Unit (110cfm-200cfm)	Day	Cost + 15%
Dehumidification Unit (220cfm-300cfm)	Day	Cost + 15%
Dehumidification Unit (500cfin-600cfm)	Day	Cost + 15%
Dehumidification Unit (1000cfm)	Day	Cost + 15%
Dehumidification Unit (2000cfm-2250cfin)	Day	Cost + 15%
Dehumidification Unit (3500cfm)	Day	Cost + 15%
Dehumidification Unit (4500cfm-5000cfm)	Day	Cost + 15%
Dehumidification Unit (8500cfm)	Day	Cost + 15%
Dehumidification Unt (15,000cfm)	Day	Cost + 15%
Miscellaneous Equipment		
40 Ton AC Unit	Day	Cost + 15%
100 Ton Chiller Unit	Day	Cost + 15%
200 Ton Chiller Unit	Day	Cost + 15%
Air ComQressor (110 esi)	Day	Cost + 15%
Air Compressor (125 psi)	Day	Cost + 15%
Air Mover	Day	Cost + 15%
Buffer, Floor	Day	Cost + 15%
Cart, Tilt/Demolition	Each	Cost + 15%
Dolly, 2-WhV4-Whl/Drm/Whlbr	Each	Cost + 15%
Electrical Dist. Panel (Seider Box)	Each	Cost + 15%
Electrical Kit (Ext. Cord GF), Surge Protector	Each	Cost + 15%
Extraction Unit (Portable)	Day	Cost + 15%
Extraction Unit (Trailer)	Day	Cost + 15%
Filtration Unit	Each	Cost + 15%
Fire Extin ishe	Each	Cost + 15%
First Aid Kit	Each	Cost + 15%
Floor Kit (Mop, Bucket, Broom, Rake, Scraper, Wrecking Ba	Each	Cost + 15%
HEPA Filtration Unit (10,000cfin)	Day	Cost + 15%
HEPA Filtration Unit (2,000cfin)	Day	Cost + 15%
Light, Portable	Each	Cost + 15%
Light, Stand	Each	Cost + 15%
Light, String	Each	Cost + 15%
Mobile Commande Center	Day	Cost + 15%
Negative Pressure Recorder	Each	Cost + 15%
Ozone Machine	Day	Cost + 15%
Power Hand Tools (Sawzall, Circular Saw, Drill etc.)	Day	Cost + 15%
Pump, Small	Day	Cost + 15%
Pump, Flood	Day	Cost + 15%
Respirator, Negative Pressure (Half Face)	Each	Cost + 15%
Respirator, PAPR (Full Face)	Each	Cost + 15%
Radio, Job Site	Day	Cost + 15%
Shower/Wash Station	Day	Cost + 15%
Sprayer, Airless	Each	Cost + 15%
Thermal Image Camera	Day	Cost + 15%
Trailer	Day	Cost + 15%
Truck, 24ft	Day	Cost + 15%
Truck, Pick-Up	Day	Cost + 15%
Truck, Water Extraction	Day	Cost + 15%
Vacuum, (Wet/Dry)	Each	Cost + 15%
Vacuum, HEPA	Each	Cost + 15%
Van/Bus	Day	Cost + 15%
Vent/Wall Cavity Drying Unit	Day	Cost + 15%
Wall Kit (Ladder, Fall Protection, Knives, Etc.)	Day	Cost + 15%

Storage Containers

Description	Monthly Rate
40' Conex Box	Cost + 15%
20' Conex Box	Cost + 15%

Exhibit A

FEDERAL EMERGENCY MANAGEMENT AGENCY 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:

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

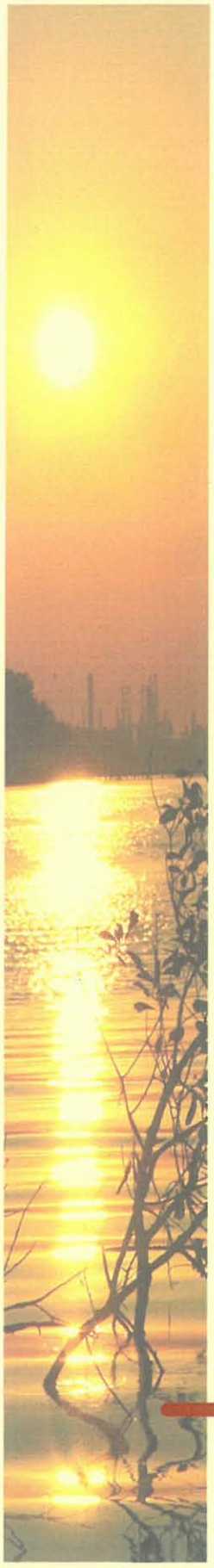
0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

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		

*Source - FEMA Disaster Assistance Policy 9523.11



3. REFERENCES

References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Include the Event and Date with your references. Proposer shall provide references not affiliated with the County of Hidalgo, or any of its employees.

Reference #1:

Client / Company Name: Aransas County, TX	
Contact Name: Rick McLester	Contact Title: Emergency Mgmt Coord.
Phone: 361-790-0100	Email: mclester@aransascounty.org
Date and Scope of Services Provided: 2017 Hurricane Harvey Removed & disposed of veg, C&D, Compacted C&D, mulch, leaners and hangers; Reduction by grinding.	

Reference #2:

Client / Company Name: City of Corpus Christi, TX	
Contact Name: Paul Bass	Contact Title: Asst. Dir. of Support Services
Phone: 361-826-1968	Email: PaulB@cctexas.com
Date and Scope of Services Provided: 2017 Hurricane Harvey Removed & disposed of veg, mulch and hangers; reduction by grinding.	

Reference #3:

Client / Company Name: City of Friendswood, TX	
Contact Name: Brian Mansfield	Contact Title: Dep. Director Emergency Mgmt.

Phone: 281-996-3335 / 832-875-2365	Email: bmansfield@ci.friendswood.tx.us
Date and Scope of Services Provided: 2017 Hurricane Harvey Removed & disposed of C&D, white goods, E-Waste and HHW.	

Reference #4:

Client / Company Name: Town of Hilton Head Island, SC	
Contact Name: Scott Liggett	Contact Title: City Engineer
Phone: 843-384-8675	Email: scottl@hiltonheadislandsc.gov
Date and Scope of Services Provided: 2016 Hurricane Matthew Emergency PUSH; Removed & disposed ROW, SC DOT Roads, Private Roads, Public Use Areas; Removed & disposed vegetation, C&D< leaners and hangers, mulch; Reduction by grinding.	

3. References

1. **Client:** **Aransas County, TX** **POP: 25,721**
   Address: 301 N. Live Oak Street, Rockport, TX 78382
   Contact: **Rick McLester,** Emergency Management Coordinator, 361-790-0100, mclester@aransascounty.org
   2017 Hurricane Harvey *(9/5/2017 – 06/05/2018)*
   - Removed & disposed of vegetation, C&D, C&D compacted, mulch, leaners/hangers (14,938 trees), white goods (6,039) and HHW (22,760 lbs)
   - Reduction by grinding (3 - sites)

Contract Value:		CY Recovered & Reduced:
Harvey	$33,521,254	3,242,505

2. **Client:** **City of Corpus Christi, TX** **Population: 325,605 / Nueces County**
   Address: 2525 Hygeia, Corpus Christi, TX 78415
   Contact: **Paul Bass,** Asst. Dir. Of Support Services 361-826-1968 PaulB@cctexas.com
   Lawrence Mikolajczyk, Director of Solid Waste, 361-857-1972, lawrencem@cctexas.com
   Project Title: ***2017 Hurricane Harvey*** *(8/31/2017 – 01/17/2018)*
   - Removed & disposed of vegetation, mulch and hangers (28,601 trees), reduction by grinding (2 sites)

   2017 Non Disaster Related *(6/2017-7/2017)*
   2016 Non Disaster Related *(4/2016-5/2016)*
   2015 Non Disaster Related *(5/2015)*
   2014 Non Disaster Related *(7/2014)*
   - Removed & Disposed: vegetation, C&D, emergency brush collection

Contract Value:		CY Recovered & Reduced:
Harvey	$7,338,326	536,074
2017	$299,977	41,663
2016	$494,444	68,672
2015	$203,330	26,406
2014	$46,709	6,487

3. **Client:** **City of Friendswood, TX** **Population: 39,839 / Galveston Cty**
   Address: 1600 Whitaker Dr, Friendswood, TX 77546
   Contact: **Brian Mansfield,** Dep. Director Emergency Mgmt, 281-996-3335 Cell: 832-875-2365, bmansfield@ci.friendswood.tx.us
   Terry Byrd, Emergency Management Coordinator, 281-996-3335, tbyrd@ci.friendswood.tx.us
   Project Title: ***2017 Hurricane Harvey*** *(9/6/2017 – 01/15/2018)*
   - Removed & disposed of C&D, white goods (5,631), E-waste (2,350) and HHW (220,540 lbs)

   2015 Tornado (11/2015)
   - Removed & Disposed: vegetation, C&D
   - Monitored by Tetra Tech - ADMS

   2008 Hurricane Ike *(9/2008-1/2009)*
   - Removed & Disposed: vegetation, C&D
   - Provided: Generators

Contract Value:		CY Recovered & Reduced:
Harvey	$4,096,828	135,952
Tornado	$140,516	8,782
Ike	$4,054,033	482,978

4. **Client:** **Ingleside, TX** **Population: 10,302 / San Patricio**
   Address: 2425 8th Street, Ingleside, TX 78362
   Contact: **Shanna Owens**, EM Coordinator, 361-776-7422, sowens@inglesidetx.gov
   Kenny Jenks, Interim City Manager kjenks@inglesidetx.gov
   Project Title: ***2017 Hurricane Harvey*** *(9/3/2017 - Ongoing)*
   - Removed & disposed of vegetation, C&D, compacted C&D and mulch, reduction by grinding (3 - sites)

Contract Value:		CY Recovered & Reduced:
Harvey	$4,143,613	361,136

5. **Client:** Town of Hilton Head Island, SC — **Population: 40,055 / Beaufort County**
Address: One Town Center Court Hilton Head Island, SC 29928
Contact: **Scott Liggett, Engineer**, (843)384-8675 email: scottl@hiltonheadislandsc.gov
Jennifer Lyle, Assistant Town Engineer, 843-384-2629, jenniferL@hiltonheadislandsc.gov
Project Title: ***2016 Hurricane Matthew*** *(10/2016-04/2017)*
- Emergency PUSH
- Removed & Disposed: ROW, SCDOT Roads, Private Roads, Public Use Areas
- Removed & Disposed vegetation, C&D, leaners & hangers, mulch
- Reduced at 2 sites by grinding

Contract Value:		CY Recovered & Reduced:
Matthew	$37,124,940	3,012,487 CY

6. **Client:** South Carolina Department of Transportation, SC
Address: 955 Park St, Room 324, Columbia, SC 29201
Contact: **David Cook**, SCDOT Maintenance Deputy Director, 803-737-1268, cookdb@scdot.org
Project Title: **2016 Hurricane Matthew (10/8/16-1/13/2017)**
- Removed & Disposed: vegetation, Leaners, Hangers & Stumps
- 6 DMS facilities managed, Reduced by grinding
- Counties of Darlington, Florence, Sumter

2015 Storms / Flooding *(10/2015-11/2015)*
- Removed & Disposed: C&D, white goods (278), e-waste (484 + 13,580 Lbs), HHW (28,000 Lbs)
- Counties: Lexington, Richland
- Monitored by Thompson

1990 Hurricane Hugo
- Removed & Disposed: vegetation, C&D
- **Reduced** by grinding
- **Counties** of Kershaw, Lancaster & Manning; Cities of Florence, Manning & Charleston

Contract Value:		CY Recovered & Reduced:
Matthew	$8,187,338	492,455
Storms	$ 720,217	33,163
Hugo	$5,200,000	90,000

7. **Client:** Lee County, FL — **POP: 739,224**
Address: 10500 Buckingham Rd, Fort Myers, FL 33905
Contact: **Jason Fournier,** Public Utilities Mgr Cell: 239-229-5733, Ofc: 239-533-8000 jfournier@leegov.com
Jim Bjostad, Public Safety Em. Manager, Cell: 239-476-2147, Ofc: 239-533-0617, jbjostad@leegov.com
Old Contact - Mr. Lindsey Sampson, Solid Waste Director, 239-533-8000, LSampson@leegov.com
Project Title: ***2017 Hurricane Irma*** *(9/19/2017 – 01/14/2018)*
- Removed & Disposed: vegetation, C&D, Mulch, leaner/hangers (68,195 trees)
- Reduce by grinding (13 sites)

2005 Hurricane Wilma *(10/2005-12/2005)*
- Removed & Disposed: vegetation, C&D, stumps (114)
- Reduced by grinding
- Special Projects: D*ebris Removal, Division of Natural Resources,(0*5/06-06/06) removed waterway debris

2004 Hurricane Jeanne *(8/2004-12/2004)*
2004 Hurricane Charley
- Removed & Disposed: vegetation, C&D, stumps
- Reduced by grinding & burning

Contract Value:		CY Recovered & Reduced:
Irma	$26,000,276	2,024,742
Wilma	$7,995,412	451,948
Jeanne/Charley	$14,000,000	902,555

2017 Hurricane Harvey - City of Port Arthur, TX

Time Period:
09/08/2017-01/19/2018

Volume Removed:
702,201 Cubic Yards

Amount Invoiced: $11,140,778

Location: City of Port Arthur, TX

City of Port Arthur Contact Information:
Armondo Gutierrez, Public Works Director
444 4th St.
Port Arthur, TX 77640
P: (409) 983-8513
Armondo.gutierrez@portarthur.gov

CrowderGulf Management Team:
Don Madio – Senior Project Manager
Brian Smallwood – Regional Manager
Matt Lucas - Project Manager

Hurricane Harvey devastated the City of Port Arthur, Texas on August 25, 2017 with a Category 4 Hurricane. Winds exceeded 130 mph along with catastrophic flooding throughout the entire City causing major storm damage to more than 20,000 homes.

CrowderGulf has a pre-event contract with the City of Port Arthur creating an overall accessible, urgent and immediate response by CrowderGulf's team to begin the debris collection process.

Once CrowderGulf was activated and the water receded throughout the city, the team immediately mobilized all personnel, support equipment, and assets to begin the major storm debris collection process. The team immediately selected, constructed and managed three debris management sites. Each debris management site accepted incoming construction and demolition debris. This project activated more than 100 employees, 30 self-loading grapple trucks as well as wheel loaders, skid-steers and other support equipment required to perform all necessary tasks. This project consisted of removing more than 480,000 yards of vegetative and construction/demolition debris, over 47,000 units of electronic waste and over 3,500 units of white goods.

Recently, the City of Port Arthur released a new Request for Proposal for a Pre-Event Debris Removal Contractor and due to the outstanding performance on this project and our past history with the City, CrowderGulf has been awarded the new contract.

2017 Hurricane Harvey - Aransas County, TX

Time Period:
9/2017 – 12/2017

Volume Removed:
2,154,172 Cubic Yards
Amount Invoiced:
$23,000,000

Location: Aransas County, Texas including the City of Rockport, Texas

Aransas County Contact Information:
Valerie Gonzalez, Environmental Health Director
301 North Live Oak Street
Rockport, TX 78382
P: (361) 790-0121
vgonzalez@aransascounty.org

CrowderGulf Management Team:
Brian Smallwood, Operations Manager
Wilber Ledet, Senior Project Manager
Nick Pratt, Senior Project Manager
Ronnie Duhon, Project Manager
Mark Powell, Project Manager
Sammy Fitkin, Project Manager

On August 25, 2017, Hurricane Harvey made landfall in Rockport, Texas as a Catagory 4 Hurricane. Hurricane Harvey was the first major hurricane to make landfall in the United States since Hurricane Wilma in 2005. During the next 4 days, the Southeast Texas Region received over 40 inches of rain. Immediate search and rescue efforts were required inclusive of waterway rescues.

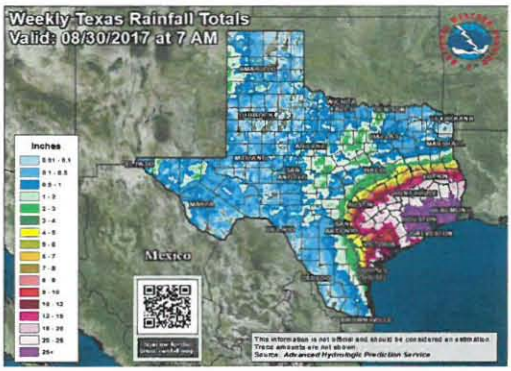
CrowderGulf held a pre-event contract with Aransas County which also included the City of Rockport where the Category 4 Hurricane made landfall. CrowderGulf mobilized immediately to begin planning the monumental disaster recovery and debris removal effort.

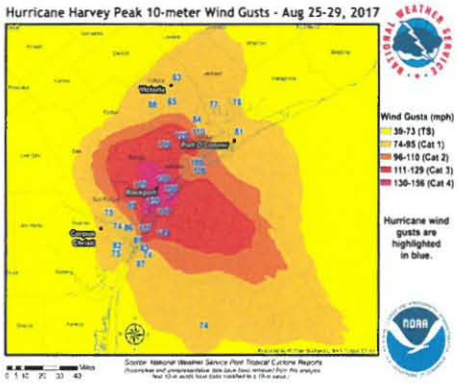
Over the next several days, CrowderGulf established 5 Debris Management Sites (DMS) to hold the massive amount of debris that was left behind by the storm. Both, Construction and Demolition (C&D) debris and vegative debris covered the majority of the County. Overall, CrowderGulf loaded, hauled and reduced over **1,200,000 Cubic Yards** of C&D debris and over **900,000 Cubic Yards** of vegetative debris.

Due to the huge volume of debris, CrowderGulf hauled the reduced debris to 3 different landfills, some more than 50 miles away. The Construction and Demolition debris was reduced by compaction and the vegetative was reduced by grinding.

As depicted below from Weather.Gov (http://www.weather.gov/crp/hurricane_harvey), the wind and rainfall associated with Hurricane Harvey were historical for the State of Texas. The rain and wind took it's toll on the trees throughout the County, soaking them and blowing down many trees and causing irrepairable damage. CrowderGulf cut down over ***24,000*** hazardous hanging limbs generated by the Category 4 Hurricane winds.

In addition to the construction and demolition and vegetative debris, CrowderGulf loaded, hauled and disposed of over 10,000 white goods (refrigerators, washers, dryers, etc.) and over 50,000 lbs of household hazardous waste.





2018 Hurricane Michael – Washington County, FL

Time Period:
10/10/2018 – Ongoing

Amount Invoiced To Date: *$7,916,875*

Funding Source: FEMA **Number of DMS Managed: 6**

Volume Removed - To Date: ***1,237,539* Cubic Yards**

Washington County Contact Information:
Ms. Lynne Abel, Emergency Management Public Safety Director
2300 Pioneer Road
Chipley, FL 32428
850-638-6203; label@washingtonfl.com

CrowderGulf Key Personnel:
Don Madio – Regional Manager / PM
Nick Pratt – Director of Operations

Hurricane Michael plowed into the Florida Panhandle on October 10 as a major Hurricane. It is the first Category 4 storm on record to hit the Florida Panhandle. Tropical storm-force-winds extended more than 320 miles from the center, devastating the entire region.

CrowderGulf holds a pre-event contract with Washington County and our Director of Operations and Regional Manager were on the ground doing damage assessment within 2 hours of the storms passing. We immediately mobilized more than 100 hauling units to begin right-of-way (ROW) debris operations. Since October 12, CrowderGulf has removed, processed, reduced and disposed of approximately 700,000 cubic yards of vegetative and construction/demolition debris at 6 DMSs and 3 final disposal facilities.

More than 24,000 hazardous trees have had falling hangers and leaners cut to restore safe passage. Ongoing CrowderGulf operations in Washington County also include the removal of construction and demolition debris, white goods, e-waste, household hazardous waste (HHW), hazardous stumps, demolition of structures and Private Property Debris Removal (PPDR).

Debris Management Site Operations Currently Ongoing in Washington County

2018 Hurricane Michael – City of Parker, FL

Time Period:
10/24/2018 – Ongoing

Amount Invoiced To Date: $6,235,292

City of Parker
A COMMUNITY OF FRIENDLY NEIGHBORS

Funding Source: FEMA **Number of DMS Managed:** 1

Volume Removed - To Date: ***522,242 Cubic Yards***

City of Parker Contact Information:
Nancy Rowell City Clerk
1001 West Park St, Parker, FL 32404
Office: 850-960-1908, Cell 850-528-9032
narowell@cityofparker.com

CrowderGulf Key Personnel:
Don Madio - Regional Manager
Nick Pratt - Director of Operations
Drew Sprinkle - Project Manager

Hurricane Michael made landfall just a few miles away from the City of Parker on October 10, 2018 as a powerful Category 4 Hurricane. It is the first Category 4 storm on record to hit the Florida Panhandle, and the 4th strongest hurricane to ever impact the contiguous United States. Tropical storm-force-winds extended more than 320 miles from the center, devastating the entire region. The City of Parker suffered extensive damage to buildings and nearly 95% of the City's dense vegetation was damaged or destroyed.

CrowderGulf holds a pre-event contract with the City of Parker and our personnel were on the ground doing damage assessment within 2 hours of the storms passing. After assisting the City with "PUSH" operations, helping to clear streets and vital infrastructure, CrowderGulf began Right-of-Way (ROW) debris removal operations. Since October 24th, CrowderGulf has removed, processed, reduced and disposed of over 515,000 Cubic Yards of Vegetative and Construction & Demolition (C&D) Debris, using only one Debris Management Site, located within the City of Parker. Final disposal of mulch generated from the vegetative debris was taken to a local paper mill. Construction & Demolition Debris was hauled to 2 landfills for final disposal.

During early debris removal operations, CrowderGulf removed hazardous trees to restore safe passage to streets, as well as numerous sewer easements that were left inaccessible due to downed trees. CrowderGulf has worked with the City to execute a "Last Pass" for C&D Debris, however the collection of vegetative debris is ongoing.

Debris Management Site Operations in the City of Parker

2018 Hurricane Michael – Jackson County, FL

Time Period:
10/10/2018 –

Amount Invoiced To Date: *$8,139,344*

Funding Source: FEMA **Number of DMS Managed**: 4

Volume Removed - To Date: ***2,201,406 Cubic Yards***

Jackson County Contact Information:
Rodney E. Andreasen, Director of Emergency Management
2819 Panhandle Road, Operations Complex
Marrianna, FL 32446
Office: 850-718-0007, Cell: 850-573-1058; randreasen@jacksoncountyfl.com

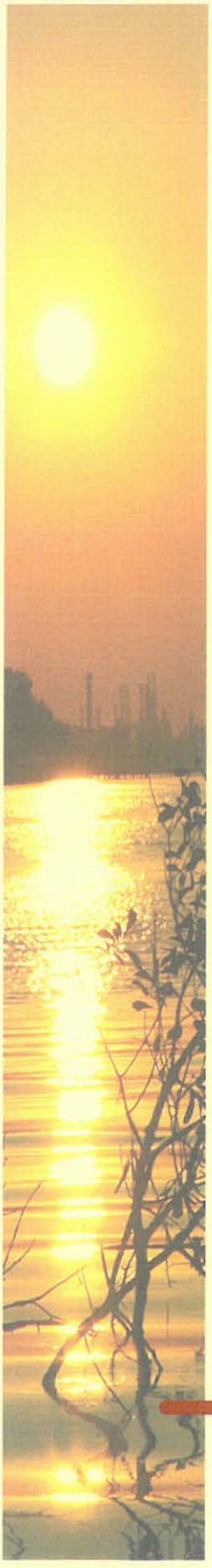
CrowderGulf Key Personnel:
Don Madio – Regional Manager / PM
Nick Pratt – Operations Director

On October 10, 2018, Hurricane Michael battered the Florida Panhandle with Category 4 winds in excess of 155 mph, making it the strongest storm to hit the U.S. since Hurricane Andrew in 1992. It is also the strongest storm ever to hit the region. Devastating impacts and damage were widespread, encompassing the entire vicinity. Michael was a rare, late-October storm that rapidly intensified before making landfall.

CrowderGulf has a pre-event contract with Jackson County and immediately mobilized more than 100 emergency PUSH crews to begin the immense task of clearing roadways and streets to enable first responders could begin recovery operations. Catastrophic winds decimated the County, producing an avalanche of vegetative debris. More than **1,000 miles of roadway** were cleared in the **first 70 hours**. CrowderGulf transitioned to the Pick-Up and Haul portion of the contract and established 4 DMSs to process and reduce approximately **1 MILLION** Cubic Yards of vegetative debris to date. Over 1,000 pieces of equipment, along with 100+ personnel, continue to operate and assist the County through this unprecedented event.

CrowderGulf has also been tasked with the removal of construction and demolition debris, white goods, e-waste, household hazardous waste (HHW), hazardous trees (including Leaners, Hangers, and Hazardous Stumps), demolition of structures and Private Property Debris Removal (PPDR).

CROWDER GULF



4. EXPERIENCE & QUALIFICATIONS / QUESTIONNAIRE

Hidalgo County, TX

RFP No. 2019-074-05-01-YSS Debris Removal & Disposal

Proposers must demonstrate knowledge of this information to the County in its proposal and subsequent selection process presentations.

The selected firm will be responsible for staying current with all FEMA, NRCS, OSHA, FHWA, TXDOT, TCEQ, TPWD, and THC agency guidelines and regulations and **will be responsible for advising the County from beginning to end to ensure maximum financial recovery for the County.**

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The firm is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C, in any lower tier covered transaction it enters into.

By signing and submitting its proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the proposer or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the federal government may pursue available remedies including, but not limited to, suspension and/or debarment. The proposer or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

RIGHT OF THE COUNTY TO REQUEST FURTHER DOCUMENTATION:

The County reserves the right to request additional documentation that it deems appropriate and necessary for the review and award process during both the initial proposal review process and the award/appointment phase.

QUESTIONNAIRE: Proposal - Tab 4

Each proposer shall give written responses to the following questions in their proposal response.

A. Name of a person who is authorized to answer questions regarding the firm's proposal. pg. 8

B. Year the firm was established and former names of the firm, if applicable. pg. 8

C. Name of principals and key personnel in the firm along with a brief biography of each highlighting their experience in providing services similar in scope to this project. pg. 8

D. Supply the name of the person who will serve as the primary contact and/or supervisor of this project along with a brief biography of his/her experience in providing services similar in scope to this project. pg. 8

E. Supply the name of other key personnel assigned to this project along with a brief biography of his/her experience in providing services similar in scope to this project. pg. 10

F. List any certifications or licenses held by the firm's principals or employees that are related to Debris Management. pg. 16

G. List any additional experience that would make the firm uniquely qualified for this project. pg. 21

H. Provide narrative that demonstrates firm's knowledge of Federal, State, and local laws and regulations governing this type of work and familiarity with FEMA, NRCS, OSHA, FHWA, TXDOT, TCEQ, EPA, TPWD, and THC. pg. 25

I. If firm intends to utilize subcontractors, provide subcontracting protocols and procedures. In addition provide a subcontracting plan that provides a clear description of the percentage of work the offeror may subcontract. pg. 26

J. Provide list of all subcontractors with whom the firm has agreements for post-disaster support provide brief biography/resume of each principal and key personnel of those identified firms highlighting their experience in providing services similar in scope to this project. pg. 34

K. Provide a listing of current and possible future commitments in Texas in regards to other debris removal and disposal contracts with a detailed explanation of how the firm will manage multiple contracts in the event of a regional or statewide disaster. Include in the narrative the firm's ability to respond to the County of Hidalgo with the full force of manpower committed in its proposal. pg. 39

L. Provide a narrative description of the firm's approach to debris removal and disposal operations. At a minimum, the applicant shall provide the following information: pg. 51

1. Scope and sequence of debris removal operations to be performed.

2. The firm's ability to respond and deliver debris removal service within twenty-four (24) hours of the County of Hidalgo's issuance of the "Notice to Proceed."

3. How the firm would address multiple contracts being activated at the same time. Explain how personnel and equipment would be divided among multiple contracts being activated at the same time.

4. The adequacy of your resources, including equipment, personnel, supplies, sub-contractors and other resources that could benefit the County.

5. An organizational chart noting supervisory and other key personnel, the team and project management structure, and the ratio of supervisors to field staff.

6. Provide a past or normally used Debris Management Safety Plan and Operational Plan utilized by your company.

7. Overview of safety training, monitoring and enforcement.

8. Procedures for tracking, data collection, documentation, verification functions and reporting.

9. The firm's ability to provide appropriate training for personnel that will be employed under this project.

10. How the firm documents and resolves damages.

11. How will the firm ensure that the Temporary Debris Sites are secured twenty-four (24) hours a day, seven (7) days a week for the length of the operation?

12. The use of EPA Approved technicians to collect ozone depleting refrigerants, mercury or compressor oils from white goods, and how this will be tracked and documented.

13. Firm's ability to assess regional landfill capacities and costs to determine reduction vs disposal possibilities.

14. How will the firm complete the project within the time frame requested.

15. How firm will satisfy applicable local, State, and federal statutory and regulatory requirements.

16. How firm will adhere to FEMA guidelines that govern the eligibility of recovery services for possible Federal reimbursement of the County of Hidalgo's cost.

***If there are exceptions to the project work as described, provide explanations and detail.**

M. The successful proposer will be required to execute a written contract prepared and approved by the County Attorney. Any sample vendor contracts may be included with the proposal for review by our County Attorney prior to award of the proposal. Sample Contract

N. Proposer shall submit a Complete Price Book detailing services and prices and the Schedule of Fees/Price Proposal forms included in this Request for Proposal. For an item indicated as $0, an explanation must be provided to explain how this cost will be assessed if this item is encountered. $

DESCRIPTION OF DESIGNATED AREAS:

The designated area for debris removal (the County right-of-way) is comprised of the incorporated areas of the County of Hidalgo and includes public property and Right-of-Way (ROW), County parks and Temporary Debris Management Sites (TDMS) and Citizen Collection Centers (CCC). The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

The County Debris Manager will authorize and approve which services the Service Provider(s) shall provide from the scope of services and which zones/areas must be prioritized.

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Service Provider shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited unless approved by the County Debris Manager. The Debris Removal Service Provider (DRSP) shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Service Provider shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

4. Experience and Qualifications / Questionnaire

A. Name of a person who is authorized to answer questions regarding the firm's proposal.

John Ramsay
President & CEO, Binding Authority
Authorized to contract for CrowderGulf
(800) 992-6207 Office
jramsay@crowdergulf.com

Ashley Ramsay
Senior Vice President & COO, Binding Authority
Authorized to contract for CrowderGulf
(646) 872-1548 cell
aramsay@crowdergulf.com

B. Year the firm was established and former names of the firm, if applicable.
CrowderGulf, LLC. was established as a Limited Liability Company in September 15, 2006. CrowderGulf worked under the name Gulf Equipment from 1984 until 2006 and under the name CrowderGulf from 2006 to present.

C. Name of principals and key personnel in the firm along with a brief biography of each highlighting their experience in providing services similar in scope to this project.

John Ramsay – Chief Executive Officer & President

Mr. Ramsay is a graduate of Auburn University with a degree in Agriculture and has over 45 years of experience in storm debris removal and reduction operations and management. Working all disaster work since Hurricane Camille, in 1969, Mr. Ramsay is one of the foremost experts in all phases of a debris operation, including removal, reduction, recycling and disposal. As one of the owners and the founder of CrowderGulf, he takes a personal interest in each of the municipalities we have served over the years. In non-emergencies, Mr. Ramsay is a well-respected member of the timber industry. His experience in agriculture, farming, and silviculture provides opportunities for CrowderGulf to leverage additional services and expertise to our clients. He is well respected in the field and his technical advice has been and continues to be sought after by other contractors, municipalities, and various agencies such as Wildlife and Fisheries. Mr. Ramsay has been especially involved in creating innovative ways to recycle debris wastes. (NIMS Trained)

Ashley Ramsay-Naile – Senior Vice President and Chief Operating Officer

Mrs. Ramsay-Naile is a Graduate of the University of South Alabama. She has been involved in managing the day to day business of CrowderGulf operations since 1995 when Hurricane Opal impacted the Florida Panhandle. She has played a vital role in establishing the Disaster Administration Office (DAO) in which she has structured and managed since its acquisition. As Chief Operating Officer for CrowderGulf, her role has provided a liaison to clients, logistics coordination with our field operations, contract negotiations, preparation of proposals, subcontractor coordination, field supervisor, project management, and all aspects of back office activities including accounts payable, accounts receivable and human resources. In 2012, Mrs. Ramsay-Naile was appointed by Governor Robert Bentley, to the Alabama State Workforce Investment Board. (NIMS Trained)

Additional information on Key Personnel has been provided in E. Key Personnel.

D. Supply the name of the person who will serve as the primary contact and/or supervisor of this project along with a brief biography of his/her experience in providing services similar in scope to this project.

L Item 4. Adequacy of Personnel Resources

CrowderGulf Disaster Management brings a responsible and experienced organization to partner with Hidalgo County. CrowderGulf's extensive experience and personnel resources enables us to quickly assemble uniquely trained and

experienced project teams and match specialized equipment and subcontractor resources with project execution requirements. All CrowderGulf officers, managers and supervisors have been involved in previous successful disaster related to debris operations and have been fully trained in quality control, safety, ethics and drug policies of CrowderGulf. Should we need their services we have additional management resources that include retired and semi-retired construction, City, County, FEMA, and Power Company professionals who are experienced in managing and inspecting disaster related work. We also have a standby agreement in place with various engineering companies to provide personnel for engineering services, if needed.

Texas Key Personnel

Raymond "Buddy" Young – Regional Director

Mr. Young was **Regional Director of FEMA Region VI from 1993 – 2001** and served as Administrator for 133 federally declared disasters and emergencies. He is nationally known and recognized in the Emergency Management field and is extremely knowledgeable about FEMA policies and procedures. He is a retired Captain of the Arkansas State Police where he served for 26 years. As the Director of Operations, Mr. Young has been directly involved in the field operations for all major disasters from Hurricane Isabel in 2003. Mr. Young's FEMA knowledge and experience is invaluable to both CrowderGulf and all clients as decisions must be made during the cleanup operation. Mr. Young is one of the most knowledgeable people working in the debris management field with firsthand experience in managing major disasters. He is also a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA). (NIMS Trained)

Nick Pratt – Director of Operations

Mr. Pratt serves as CrowderGulf's Director of Operations. His ability to coordinate our field assets and subcontractor resources has proved invaluable to the overall success of our many projects. Nick began his work at CrowderGulf in 2004 as an equipment operator and crew foreman following Hurricane Ivan. Having completed this large debris removal operation with great success, Nick's talents and abilities were used again to provide field supervision over crews in Pascagoula, MS following Hurricane Katerina in 2005 and in Texas after Hurricane Ike in 2008. Nick supervised and managed several hauling crews until the final cleanup work was completed in Bolivar, Texas. Nick was promoted to Project Manager in 2010 and was assigned project management duties for the BP Deep Water Horizon Oil Spill cleanup. He initially handled all of the logistics for the Oil Spill project, putting hundreds of pieces of CrowderGulf equipment in place and directing and training hundreds for CrowderGulf employees throughout the operation. Nick has continued to assist our team by providing his expert knowledge and leadership in the field to complete any assignment given to him on or ahead of schedule. He has played a vital role as project manager for our large waterway debris removal contract with the New Jersey Dept. of Environmental Services, as a result of Hurricane Sandy in 2012. From 2012- 2018, Nick has worked numerous disaster responses for CrowderGulf providing Project Management and asset coordination assistance for multi-state responses.

Mr. Pratt worked to secure subcontractors, field personnel, equipment and assets in 2017 after Hurricane Harvey struck the Texas Coast. Hurricane Irma devastated Florida two weeks later and he remobilized and oversaw the same task items along the Florida Coast. He managed to supply necessary subcontractors and equipment to all **91 activated contracts** in Texas and Florida after those two historical storms. In addition, Mr. Pratt has been the Senior Project Manager in the field for the Florida Department of Environmental Protection waterway debris removal project that occurred after Hurricane Irma. Multiple Counties throughout Florida activated contracts and he worked with Project Manager to remove approximately **250,000 Cubic Yards** of waterway debris. Mr. Pratt attended the University of South Alabama. He also holds certificates in CPR and First Aid, 40 hour HAZWOPER and refresher and in 30 Hr OSHA Construction. (NIMS Trained)

In (2018), Mr. Pratt provided leadership and resource assets for CrowderGulf's simultaneous activations in North Carolina following Hurricane Florence in which CrowderGulf had 20 contract activations and in the Florida Panhandle for 11 additional contract activations following the devastating Category IV, Hurricane Michael.

Mr. Pratt's ability to assess each project's needs and assign personnel and inventory assets has been instrumental in our ability to meet each contract activation with the necessary resources to quickly and efficiently respond to each client. Mr. Pratt attended the University of South Alabama. He also holds certificates in CPR and First Aid, 40 hour HAZWOPER and refresher and in 30 HR OSHA Construction and has over a decade of Disaster Debris Management Experience. (NIMS Trained)

Brian Smallwood – Texas Regional Manager, LEED AP

Mr. Smallwood graduated Auburn University in 2006 with a Bachelor's Degree in Building Science. After graduation, he worked as a Project Manager in Atlanta, GA for one of the largest general contracting firms in the nation. There he built a strong management foundation and obtained the necessary fundamentals to plan and coordinate with owners, engineers and government officials. Mr. Smallwood has the skills to estimate, propose, contract, coordinate, schedule, manage, budget, document and close-out a project from start to finish. Mr. Smallwood is often the first employee on the ground after a disaster. His fast mobilization time is of great benefit to clients as it generates an extremely quick start time. Mr. Smallwood has the ability to accurately assess damaged areas to help municipalities plan for a recovery effort.

Mr. Smallwood took on the role of Regional Manager during the activation that took place after Hurricane Harvey. He oversaw ALL 26 contract activations throughout the State of Texas. He and his team removed and disposed of approximately **4.7 MILLION CUBIC YARDS** of Debris. In 2016, he worked during Hurricane Matthew with the South Carolina Department of Transportation removing and disposing of approximately 500,000 Cubic Yards of Debris. He managed 6 separate Debris Management Sites for both State and County Roads and coordinated assets and resources for a population of over 315,000 residents. Mr. Smallwood serves as the Contract Representative for pre-event contracts in Alabama, Florida, Mississippi, Louisiana, Washington and California. His role in servicing contracts include conducting yearly training sessions, determining high risk areas within a community, locating debris storage sites, determining final debris disposal locations and discovering methods and options for recycling and reuse of debris. Mr. Smallwood is a LEED Accredited Professional with certifications in NPDES and FEMA courses. Mr. Smallwood has a current OSHA 30 and HazWoper 40 certification. Mr. Smallwood also holds the General Contractors license for CrowderGulf in the State of Florida. (NIMS Trained)

Clayton Young – Local Texas Account Representative PH: 940-206-6996 cyoung@crowdergulf.com

Mr. Young has been employed by CrowderGulf as a field supervisor since 2010. He worked as Field Supervisor in Walker County, AL during the tornado cleanup and later in North Carolina (NCDOT) debris removal project after Hurricane Irene in 2011. He spent 2008-2009 managing the restoration of properties involved in the Hurricane Ike mitigation buyout of 800 pieces of property in Galveston County, Texas. Mr. Young was responsible for the bidding and estimation of cost and reconstruction of these properties, turning them into green space. Mr. Young has studied in and traveled extensively throughout Europe which has made him an excellent interpersonal communicator and broadened his understanding of domestic and international business. He has a BA from the University of North Texas in Entrepreneurial Management. (NIMS Trained)

E. Supply the name of other key personnel assigned to this project along with a brief biography of his/her experience in providing services similar in scope to this project.

▪ Corporate Management Team / Top Level Management Personnel

The personnel listed below bring a wealth of disaster debris removal and management experience. They have been involved in management and operational decisions of all past contract activations for the past 10 years. The knowledge and expertise make them invaluable assets to any debris removal operation from startup to final invoicing and reconciliation.

Margaret R. Wright, Ph.D. – Senior Documentation Director

Dr. Wright has over 25 years of professional training and managerial experience. As a vital member of CrowderGulf's Senior Management Team, her roles include technical proposal writing, training developer and facilitator, regulations compliance, management of record keeping, including day-to-day operations of work completed, communication and coordination with contracting entities during reconciling process, and conducting formal evaluations at completion of projects. Dr. Wright has worked in field operations setting up and managing field offices, hiring and training personnel to work with all required documentation, and at CrowderGulf's Disaster Assistance Office (DAO) after all major disasters since 2003. In 2017, Dr. Wright worked **onsite** with our Client and their monitoring firm to assure that documentation and FEMA reimbursement went smoothly after Hurricane Hermine caused damage in the Florida. She worked to properly invoice and document approximately 9 Million Dollars for the City of Tallahassee and Leon County. Most recently, she and her team worked to invoice and reconcile over **180 Million Dollars for Hurricane Irma and over 86 Million for Hurricane Harvey**. (NIMS Trained)

Gary Jones – FEMA Specialist and Technical Assistance Manager

Mr. Jones has over 28 years working for the Federal Emergency Management Agency (FEM A). He served as **Deputy Regional Director of FEMA Region VI for 17 years**. During those 17 years as Deputy, he also served as Acting Regional Director for 4 years. Mr. Jones was responsible for administration of emergency management programs in the FEMA Region VI states of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas. He provided direct oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region. Additionally, Mr. Jones served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, Haz. Materials, Earthquake and Hurricane Preparedness, Dam Safety and Chemical Stockpile Emergency Preparedness programs. He was designated Federal Coordinating Officer for Hurricanes Katrina, Rita and Georges and provided executive leadership to over 300 federally declared disasters. Mr. Jones has a Master's Degree from Tulane University and a Bachelor's Degree from the University of Arkansas. (NIMS Trained)

Reid Loper – Vice President, LEED AP

Mr. Loper previously worked as a project manager for a commercial construction company in Atlanta, Georgia, prior to choosing to return to the Gulf Coast. The time spent in Atlanta gave him vast knowledge in management, estimating, schedule and budget supervision. Mr. Loper has estimated over $200 million of work and completed over $100 million in commercial construction. He graduated from Auburn University with a bachelor's degree in Aerospace Engineering where he worked as a research and design student. Mr. Loper started his career with CrowderGulf in 2010, as Senior Project Manager (SPM) for the BP Oil Spill. As SPM, his role was managing over 1,200 personnel and 600 pieces of equipment. Managing several projects at once is Mr. Loper's strong point and the BP project consisted of simultaneously managing more than eight different major projects throughout the Alabama Gulf Coast for the BP Deep Horizon oil spill operation. These projects ranged from sand screening, dredging, hazardous waste handling and vessel operations, to side scan sonar work. All projects have cumulatively exceeded $130 million in invoicing and total project cost. In 2012 Mr. Loper took on the task as SPM to oversee CrowderGulf's Hurricane Sandy Response for the New Jersey Department of Environmental Protection Agency. The work consisted of waterway, marine, and marsh debris removal, totaling in over 450,000 cubic yards of debris removed and 109 vessels recovered. The project was called "Unprecedented" by the DEP commissioner as the largest waterway debris removal operation and set new guidelines with the Federal Government on how marine debris and dredging operations are conducted. While in New Jersey, Mr. Loper also managed a flood prevention (Harding) project using HESCO barriers, for JP Morgan Chase's national data center in Carlstadt, NJ. This project used temporary structures to effectively raise the building's relative flood plain. Towards the end of 2014 and his stay in New Jersey, Mr. Loper oversaw the removal of 6 massive derelict house boats in Southern New Jersey, which was funded under a NOAA Grant for coastal restoration and improvements. Mr. Loper is NIMS certified and holds general contractor licenses in the following states: Virginia, South Carolina, Georgia, Alabama, Mississippi, and Louisiana. (NIMS Trained)

John Campbell – Eastern Regional Director

Mr. Campbell has experience in disaster response planning and management since 1968. He has a B.S. degree in Political Science from the University of Southern Mississippi and a Masters degree in Logistics Management from the Florida Institute of Technology. After retirement from the U.S. Army as a full Colonel with 30 years of service, he served for six years as Chief of Operations for Lee County Emergency Management in Fort Myers, Florida. He has direct experience in debris recovery operations from Hurricane Iniki in Hawaii and Hurricanes Charley, Ivan and Wilma that impacted Southwest Florida. He also provided mutual aide to Escambia County, Florida following Hurricane Ivan. During his 36 years of public service, he amassed an extensive background in high-level management, disaster response and training. He also trains CrowderGulf clients in all facets of debris management, Incident Command System (ICS), National Incident Management System (NIMS) and the FEMA PA program process. Mr. Campbell was previously qualified as an accredited Professional Emergency Manager through the Florida Emergency Preparedness Association (FEPA) and remains active in the organization. (NIMS Certified Instructor)

Barrett Holmes – Northeastern Regional Manager

Mr. Holmes joined the CrowderGulf Management Team after more than 29 years of successful leadership and management experience with the United States Army Corps of Engineers with such elite groups as the Army European Command, the 1st Calvary Division - III Corps, and the Japan Engineer District of the Pacific Ocean Division. From 2010 to 2014, Mr. Holmes was Senior Manager / Defense Coordinating Officer for the Federal Emergency Management Agency (FEMA), Region IV, Atlanta, GA. He is a successful manager with substantial experience in crises management and disaster responses to complex catastrophes. He has worked closely with authorities at all levels of government including governors, state emergency management directors and local officials. His most recent experience includes oversight of the entire cleanup operation in Hilton Head Island, SC after Hurricane Matthew. Mr. Holmes and his team handled Emergency PUSH Operations and removed and disposed of approximately **3,012,487 Cubic Yards of Debris**. His experience includes operations related to hurricanes Earl, Isaac and Sandy as well as the Gulf clean-up operations after the Deepwater Horizon oil spill. Mr. Holmes holds a Master of Science degree in Construction Management from the University of Florida and a Master of Science degree in Strategic Studies from the United States Army Senior Staff College. He is also affiliated with the Society of American Military Engineers, Army Engineer Association and the International Association of Emergency Managers. (NIMS Trained)

Don Madio – Southeastern Regional Manager

Since 1999, Don Madio has served on more than 75 mid-to-large-scale disaster recovery and debris management projects. Don's seasoned portfolio offers a wide range of competent recovery and management disciplines, providing critical oversight to operational challenges and innovative project strategies that regularly exceed client expectations and project goals. Upon taking a position with CrowderGulf, Don was deployed, following Hurricane Matthew, where he provided management and oversight to four adjoining municipal governments. These projects were successfully completed within the client's time frame and contract specifications. Most recently, Mr. Madio served as Florida's Regional Manager and was tasked to manage all Florida debris removal operations after Hurricane Irma swept through the State of Florida. He and his team of Project Managers and Field Supervisors managed 64 successful debris management and waterway projects. All the while, Mr. Madio handled any challenges that the historic 2017 Storm Season threw at him and met all client's expectations. Overall, he and his team helped remove and dispose of over **11.8 MILLION CUBIC YARDS** of Hurricane Irma generated debris. Mr. Madio is a graduate from the University of Florida. (NIMS Trained)

▪ Disaster Administration Office Team

Wilber Ledet – Senior Project Manager

Mr. Ledet's disaster experience with CrowderGulf began after Hurricane Ike with the managing of the wet debris targets identified by sonar from West Galveston Bay, Tiki Island and Omega Bay, TX. This project also included his expertise in managing the stored vessel reclamation program in which he assisted in the removal of hazardous substances from the vessel and coordinated its proper disposal. From 2010 to 2012, Mr. Ledet managed up to 800 Hazwoper certified responders and facilitated meetings with Environmental Teams and BP officials, serving as project manager, assigned to the Deepwater Horizon Oil Spill. In 2012, following Hurricane Isaac, Mr. Ledet was assigned as Project Manager to oversee the sand removal, sand screening and beach berm construction for the Town of Dauphin Island, AL. This project included sea oat replacement, and the management of the right of entry program for sand reclamation on private property. Following Super Storm Sandy in 2012, Mr. Ledet was assigned as project manager to oversee the wet debris removal from Barnegat Bay, NJ, and successfully completed removal and disposal of over 700,000 yards of wet debris. Mr. Ledet has also served as Project Manager for Ice Storm Pax (NC), and 2014 Tornado Outbreak in Limestone County (AL). Mr. Ledet worked as the Project Manager after the 2015 Severe Floods that devastated Columbia County (SC) in early October, 2015. Most recently, Mr. Ledet managed the floods in Ouachita Parish (LA) and Brazoria County (TX). In late 2016, the City of Central (LA) suffered some severe flooding and Wilber lead the CrowderGulf Team during the removal operations within the City and East Baton Rouge Parish. Mr. Ledet also was the Senior Manager on Hilton Head Island (SC) which resulted in the removal and disposal of over **2.8 Million Cubic Yards** of debris. After Hurricane Matthew, he worked on the waterway debris removal project in Brevard and Volusia County (FL) for the Florida Department of Environmental Protection. In 2017, Mr. Ledet was deployed to **Aransas County, Rockport and Corpus Christi after Hurricane Harvey** caused extensive damage to the area. As Senior Project Manager, he was in charge of all 3 locations and he and the CrowderGulf Team removed and disposed of approximately **2.5 Million Cubic Yards** of debris.

Leigh Anne Ryals, ALEM, CLEM – Emergency Management and Quality Control Specialist

Mrs. Ryals has over 17 years of experience and training in Emergency Management. She has 11 years serving as an Emergency Management Director and 5 years serving as a Disaster Public Information Officer. She has worked 12 Presidential Disaster Declarations and one Incident of National Significance, the Deep Water Horizon oil spill, and of those disasters she served as Incident Commander for eight of those events. She is extremely knowledgeable with FEMA's public assistance policies and procedures and has been successful in the FEMA appeals process. She has served as a member of the FEMA Hurricane Liaison Team and testified before the 110th and 111th U.S. Congress on Hurricane Katrina Preparedness and Response Initiatives – Best Management Practices. Mrs. Ryals learned first-hand the type of documentation and determination it takes to be successful in an OIG / FEMA audit. Mrs. Ryals obtained valuable knowledge in documentation proper damage survey, reports/technical writing, and extensive knowledge on FEMA policy and procedure. She is a Licensed and Certified Alabama Emergency Manager; and serves as a NIMS 300 & 400 Course Instructor and holds numerous FEMA and State Emergency Management Certifications. (NIMS Certified Instructor)

Jeff Zemlik – Safety Manager

Mr. Zemlik has been affiliated with the construction industry since a young age, starting his safety career by managing the safety department of his family's masonry company, which completed over 1.5 million safe work hours. His past projects have included the State of New Jersey after Hurricane Sandy in 2012, developing and directing the safety program for the BP Oil Spill for the State of Alabama, constructing the largest indoor primate house at Chicago's Brookfield Zoo and reworking furnaces in and around the steel mills of Gary, Indiana. He is currently charged with overseeing the Safety Department for CrowderGulf. Mr. Zemlik is a graduate of Indian River State College, earning degrees in both Organizational Management and Occupational Health and Safety. Currently he is enrolled at Columbia Southern working toward his masters in Occupational Health and Safety. He holds certifications in USACE Construction Quality Management, USACE 385-1-1 40 hour, 40 hour HAZWOPER certificate and Instructor, SONS & TWIC, OSHA 10 hour General Industry, OSHA 510 & 500, Leadership & influence, DOT Supervisor and Root Cause & Incident Training. (NIMS Trained)

Wesley Naile - Contracts Manager

Mr. Naile has had experience in the disaster and recovery field since 2004 when he served in Volusia County, Florida as a CrowderGulf's Field Manager during Hurricane Charley, Frances and Jeanne. In 2005, he was assigned the role of Logistics Coordinator working out of the disaster administration office, coordinating materials, equipment and subcontractors to CrowderGulf's clients. Mr. Naile roles now include the management of the pre-event contracts database information, coordinating with new and existing clients in establishing pre-event contract awards and contract documents and coordinating with clients on contract renewals. In 1999, he worked for Gulf Equipment Corporation Wireless Telecom Division on the southern east coast doing tower site build out. He has attended the University Of South Carolina Of Beaufort. He also served three years in the U.S. Army as a 12B Combat Engineer with an honorable discharge. (NIMS Trained)

Andrew "Drew" Sprinkle - Project Manager

Prior to joining the CrowderGulf team, Mr. Sprinkle worked as an Account Manager for a third party logistics provider in Chattanooga, TN. In this position, he managed multiple high volume logistics accounts for customers in the construction and steel industries. The cradle-to-grave business model of this company allowed Andrew to oversee all aspects of his accounts, giving him valuable knowledge in the many areas of project management. Upon coming aboard with CrowderGulf, Mr. Sprinkle was involved in debris removal and haul out operations in the Corpus Christi, TX area following hurricane Harvey. Most recently, Mr. Sprinkle worked as a Project Manager in Collier County, FL on a waterway debris removal project. Mr. Sprinkle has a BSBA Degree from Auburn University in Supply Chain Management. While studying at Auburn, Mr. Sprinkle served as a Student Project Management Consultant intern for the Port of Catania in Sicily, Italy. While there, he worked within a team of other international students to develop a solution plan that would allow for an increase in port traffic while maintaining safe and efficient operations. He holds certifications in OSHA 30, TWIC, and NIMS.

Howard Turner - Project Manager

Mr. Turner has a long career spanning over 2 decades experience in the debris management industry. He began his management career at Grind-all where he oversaw scheduling and operations of four grinders, three screens, mulch coloring plant, fifteen loaders, excavators, trucks, and miscellaneous equipment. He was also responsible for the operation of three dumping and grinding sites for preparation of mulch, topsoil and organic growing media. After Hurricane Isabel devastated the eastern portion of Virginia and the Carolina's in 2003, Mr. Turner utilized his experience in DMS and debris reduction management for CrowderGulf. Mr. Turner served as the Project Manager in Virginia Beach, Norfolk, Suffolk, Newport News, and the Counties of James City, Southampton, York, and Suffolk. He was responsible for all aspects of disaster debris collection, recordation, reduction, damage claims and client contact. In 2004, Mr. Turner served as the Project Manager for Lee County, Cities of Ft. Meyers and Cape Coral, Sanibel and Captiva Islands, and Upper Captiva Island after Hurricane Charley and Frances damaged the area. He was responsible for day-to-day management of all disaster recovery activities including collection crews and equipment, debris reduction and disposal, site restoration and acting as the Liaison with the municipalities, the Corps of Engineers and FEMA. Then in 2011, Mr. Turner managed York County, VA after Hurricane Irene effected the area. Most recently, Mr. Turner managed the Hurricane Irma debris management operation for numerous clients in the center portion of Florida.

Amber Ramsay – Public/Community Relations and Marketing Manager

Ms. Ramsay has been CrowderGulf's Public/Community Relations and Marketing Manager since 2004. Throughout the year she interfaces with Clients and acts as CrowderGulf's (continuing education) Conference Coordinator. During a disaster, one of her main responsibilities is to liaison between CrowderGulf's Project Managers and USACE, elected officials, public work directors, incident commanders of Emergency Operations Centers and Clients. She coordinates directly with Public Information Officers and assists in the release of pertinent debris recovery operations to the citizens. Some of her field experience includes Field

Supervisor in Pascagoula, MS after Hurricane Ivan in 2004, Lake Charles, LA after Hurricane Rita in 2005, Deere Park, TX after Hurricane Ike in 2008, and in Edenton, NC after Hurricane Irene in 2011 and Dauphin Island, AL after Hurricane Isaac in 2012. Prior to coming to CrowderGulf she was a Marketing/Sales Manager for McKenzie-Childs in New York City for 10 years. Ms. Ramsay is a Graduate of Auburn University. (NIMS Trained)

Gina Walley – Accounts Receivable Manager / Documentation Specialist

Ms. Walley has been the Accounts Receivable Manager and Documentation Specialist since 2005. She continually interfaces with clients and client representatives to build a strong team relationship to provide accurate documentation to support CrowderGulf work and eligibility. She works closely with clients during FEMA audits to provide necessary documentation in a timely manner. Her background in Computer Engineering Technology has helped her in creating and managing all in-house databases. Each database is specifically designed to meet the client's needs. In addition to client databases, she also builds databases that house pertinent company data such as contract information, subcontractor information and historical CrowderGulf information. Shortly after Hurricane Ike in 2008, she teamed with a programmer to build a unique and powerful database that has proven to increase accuracy in data recording. Ms. Walley's experience has spanned across more than 20 major hurricane events as well as numerous non-disaster related projects. (NIMS Trained)

Jenny Todd – Subcontractor SMBE Manager

Ms. Todd manages subcontractors and develops and promotes CrowderGulf's Small/Minority Business division. Her focal point is to contact and localize subcontractors during and after the RFP development phase in an effort to maintain community involvement and maximize local small /minority businesses participation. In 2003, she earned a Bachelor of Science degree in Marketing and a minor in Mathematics from the University of Alabama. After graduation, she joined a law firm in Tuscaloosa. In 2005 she joined the CrowderGulf Team which was during the rebuilding process along the Gulf Coast after Hurricane Katrina. The legal experience she gained made her the ideal candidate to oversee the subcontracting operations. (NIMS Trained)

Resumes will be provided upon request.

No employee identified for anticipated assignment to the County's Site Management Team has ever been a defendant in any proceeding involving or arising out of debris removal services.

Additional Personnel

The following is a partial list of CrowderGulf's available management, administrative, and supervisory personnel (full resumes are available upon request) who, depending on the scope of work, may be assigned to the contract:

Full Time and DAO Personnel

Personnel	Debris Management Skills		Personnel	Debris Management Skills
John Aaron Ramsay	Superintendent, Sub Contractor Crew Foreman		Andrew Sprinkle	Field Supervisor
Lyman M. Ramsay	Senior Project Manager		Tom Robinson	Field Supervisor
James Thompson	Foreman		Kelly Williamson	Subcontractor Accounts Payable Mgr, DAO
Ercil Goodwin, PLS	Professional Land Surveyor, Project Manager		Gabriel Rel	Field Supervisor
Hough Holton	Project Manager/Field Supervisor		Jim Rinehart	Field Supervisor
Mike Moulder	Project Coordinator		Donna Suters	Accounting, Documentation Management
Howard Turner	Project Manager/Field Supervisor		Jenny James	Accounting, Documentation Management
John Bush	Project Coordinator/Field Supervisor		Mary Turner	Logistics, Contract Management
Daryl Moulder	Field Supervisor		Desiree Matlack	Project Manager, Field Supervisor
Larry Hedgepath	Project Manager, Account Manager		Charles Clark	Field Supervisor
Kelly Pridgen	Project Manager, Account Manager		Ronald Thorson	Field Supervisor
Melinda Runge	Executive Administrative Assistant		Kerrie Noll	RFP Coordinator

Additional Field Personnel

Personnel	Debris Management Skills		Personnel	Debris Management Skills
Jay Bender	Project Manager		Jan Leggett	Project Manager
Patrick Bernier	Project Manager		Lee Leggett	Project Manager
Anthony Bishop	Project Manager		Leigh Loper	Project Manager
James Brewer	Project Manager		Mark Loper	Project Manager
Isam Brisco	Project Manager		Matt Lucas	Project Manager
Jesus Carretie	Project Manager		Barry Lund	Project Manager
Vance DeHart	Project Manager		Desiree Matlack	Project Manager
Cliff Drinkwater	Project Manager		Lew Najor	Project Manager
Ronnie Duhon	Project Manager		Jim Poore	Project Manager
Ron Edge	Project Manager		Mark Powell	Project Manager
Dru Fontenot	Project Manager		Jim Ransom	Project Manager
Ken Francisco	Project Manager		Gabriel Rel	Project Manager
Kenny Fredriksen	Project Manager		Sam Roberts	Project Manager
Jim Frye	Project Manager		Tom Robinson	Project Manager
Ray Gill	Project Manager		Tim Smith	Project Manager
Eric Hall	Project Manager		Ron Thorson	Project Manager
LD Harris	Project Manager		Howard Turner	Project Manager
Roy Hayes	Project Manager		Joe Van Vactor	Project Manager
Dan Hayes	Project Manager		Freddy Willis	Project Manager
Joe Hayes	Project Manager		Mike Wimberly	Project Manager
Philip Hill	Project Manager		Mary Ann Wolfson	Project Manager
Barton Holmes	Project Manager		Marc Wolfson	Project Manager
Gene Hope	Project Manager		Charles Wright	Project Manager

F. List any certifications or licenses held by the firm's principals or employees that are related to Debris Management.

CrowderGulf's management team includes previous FEMA Directors, Emergency Managers and FEMA trained Debris Specialists. Numerous certifications are held by all of our key management staff as well as our field operations staff. This wealth of knowledge is used to assist our clients in complying with FEMA guidelines and completing any and all paperwork that they may be called upon to provide FEMA, FHWA or the Office of Inspector General. Our staff is well-versed in the Code of Federal Regulations (44 CFR), FEMA's Public Assistance Program and Policy Guideline (incorporating Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327). Today, the staff holds numerous FEMA course certifications and a number of OSHA Health & Safety and Hazardous Materials certifications. CrowderGulf employees are required to attend State and National conferences and training classes for continuing education credits and certification maintenance on a yearly basis.

Additional Courses that are relevant to Debris Management that are held by staff members include the following:

Course No.	Course Name	Course No.	Course Name
IS 1	Emergency Program Mgr.	IS-75	FEMA Military Resources and EMA
IS-2	Emergency Preparedness in the USA	IS-101/102	Deployment Basics
IS-5	Intro to Hazardous Materials	IS-111	Livestock in Disaster
IS-10/11	Animals in Disaster	IS-120	Introduction to exercises
IS-27	Orientation to FEMA logistics	IS-139	Exercise Design
IS-30/31	Mitigation eGrants training	IS-208	State Disaster Management
IS-45.11	FEMA Safety Orientation	IS-230	Principals of Emergency Management
IS-55	Household Hazardous Materials	IS-235	Emergency Planning
IS-240	Leadership & Influence	IS241	Decision Making and Problem Solving
IS-242	Effective Communications	IS-250	Emergency Support Functions
IS-324	Community Hurricane Preparedness	IS-403	Individual Assistance
IS-630	Intro to Public Assistance Process	IS-631	Public Assistance Operations
IS-632	Intro to Debris Ops in FEMA's PA Program		Oil and Hazardous Materials Response
G202	Debris Management	G363	Hurricane Readiness
G 385	Disaster Response and Recovery Operations	FEMA	EMI Professional Development Series
	Debris Management Planning Course for State Tribal and locals		Side Scan Sonar Systems Introduction and Side Scan Sonar Systems Operators Course
OSHA	HazWoper Training	ICS 363	Hurricane Readiness
	Asbestos Contractor Supervisor	L449	ICS Incident Command Train the Trainer
IS 100	Intro to ICS	IS 200	ICS for single resources & Initial Action Incidents
IS300	Intermediate ICS	IS 400	Advanced ICS
IS 700	Intro into the National Incident Mgt. System	NIMS 800a	National Response Plan
NIMS 700/701a	Multi Agency Coordination System (MAC)	NIMs 702	NIMS Public Information System
703	NIMS Resource Management	IS 803	Emergency Support Functions PW

CrowderGulf's Certifications & Training

The following is a short list of certificates and training specialized by CrowderGulf personnel. There are over 135 additional certifications and training certificates available upon request.

FEMA | Emergency Management Institute

IS-00100 - Intro to Incident Command Systems

John Ramsay	Gary Jones	Ronald Thorson
Buddy Young	Gina Walley	Mike Moulder
John Campbell	Jenny Todd	Mark Loper
Ashley Ramsay	Jeff Zemlik	Nick Pratt
Amber Ramsay	Leigh Anne Ryals	Reid Loper
Barrett Holmes	Linda Lucas	Vance DeHart
Brian Smallwood	Lisa Baldwin	Wes Naile
Clayton Young	Margaret Wright	Wilber Ledet
Donna Suters	Charles Clark	Desiree Matlack
Eric Hall	Andrew Sprinkle	Don Madio

IS-00200 - ICS for Single Resources & Initial Action Incidents

John Ramsay	Eric Hall	Mike Moulder
Buddy Young	Gary Jones	Mark Loper
John Campbell	Gina Walley	Nick Pratt
Ashley Ramsay	Jenny Todd	Reid Loper
Amber Ramsay	Jeff Zemlik	Vance DeHart
Andrew Sprinkle	Leigh Anne Ryals	Wes Naile
Barrett Holmes	Linda Lucas	Wilber Ledet
Brian Smallwood	Margaret Wright	Ronald Thorson
Clayton Young	Don Madio	
Donna Suters		

IS-230 - Principles of Emergency Management

Leigh Anne Ryals	Linda Lucas

IS-00235 - Emergency Planning

Leigh Anne Ryals	Linda Lucas

IS-00242 - Effective Communication

Reid Loper	Linda Lucas
Leigh Anne Ryals	Mike Moulder

IS-00632 - Intro to Debris Opers in FEMA's Public Asst. Program

Reid Loper	Donna Suters	Linda Lucas
Leigh Anne Ryals		Mike Moulder

IS-00700 - Intro to National Incident Management System (NIMS)

John Ramsay	Don Madio	Margaret Wright
Buddy Young	Ronald Thorson	Mark Loper
John Campbell	Eric Hall	Mike Moulder
Ashley Ramsay	Gary Jones	Nick Pratt
Amber Ramsay	Gina Walley	Reid Loper
Andrew Sprinkle	Jenny Todd	Vance DeHart
Barrett Holmes	Jeff Zemlik	Wes Naile
Brian Smallwood	Leigh Anne Ryals	Wilber Ledet
Clayton Young	Linda Lucas	Desiree Matlack
Donna Suters	Lisa Baldwin	

IS-00800 - Intro to National Response Plan (NRP)

John Ramsay	Don Madio	
Buddy Young	Eric Hall	Margaret Wright
John Campbell	Gary Jones	Mark Loper
Ashley Ramsay	Gina Walley	Mike Moulder
Amber Ramsay	Jenny Todd	Nick Pratt
Andrew Sprinkle	Jeff Zemlik	Reid Loper
Barrett Holmes	Leigh Anne Ryals	Vance DeHart
Brian Smallwood	Linda Lucas	Wes Naile
Clayton Young	Charles Clark	Wilber Ledet
Donna Suters	Ronald Thorson	

IS-300 - Intermediate ICS
IS-300 Instructors: John Campbell and Leigh Anne Ryals

Reid Loper	Jeff Zemlik

IS-400 - Advanced ICS Command & General Staff IS-400
Instructors: John Campbell and Leigh Anne Ryals

Reid Loper	Jeff Zemlik

OSHA 30 Hour – Construction

John Ramsay	Jeff Zemlik
Buddy Young	Lisa Baldwin
John Campbell	Charles Clark
Barrett Holmes	Andrew Sprinkle
Brian Smallwood	Nick Pratt
Clayton Young	Reid Loper
Eric Hall	Vance DeHart
Ronald Thorson	Wes Naile
Mike Moulder	Wilber Ledet
Mark Loper	

Hazwoper – Hazardous Waste Operations and Emergency Response

Brian Smallwood	Ronnie Duhan
Jason Zirlott	Mark Loper
Jeff Zemlik	Wilber Ledet
John Campbell	Vance Dehart.
Nick Pratt	
Reid Loper	

OSHA Misc.

OSHA 10 Hour General industry	Brian Smallwood Jeff Zemlik
OSHA 500 – Train the trainer	Jeff Zemlik

Watershed Management Training

Brian Smallwood	Brandi Snell
Jeff Zemlik	Clayton Young
Reid Loper	Leigh Anne Ryals

U.S.A.C.E. – Q.C.M (Construction Quality Management)

Brian Smallwood	John Campbell
Jason Zirlott	Leigh Anne Ryals
Jeff Zemlik	Margaret Wright
Reid Loper	Nick Pratt
Don Madio	Barret Holmes

T.W.I.C. Card

Reid Loper	Brian Smallwood
Jeff Zemlik	Nick Pratt
Wilber Ledet	Drew Sprinkle

First Aid/CPR

Buddy Young	
Clayton Young	Desiree Matlack
John Campbell	Eric Hall
Ashley Ramsay	Reid Loper
Amber Ramsay	Vance DeHart
Andrew Sprinkle	Gary Jones
Barrett Holmes	Gina Walley
Brian Smallwood	Jenny Todd
Clayton Young	Jeff Zemlik
Donna Suters	Leigh Anne Ryals
Margaret Wright	Linda Lucas
Mark Loper	Charles Clark
Mike Moulder	Ronald Thorson
Nick Pratt	

Wes Naile
Wilber Ledet

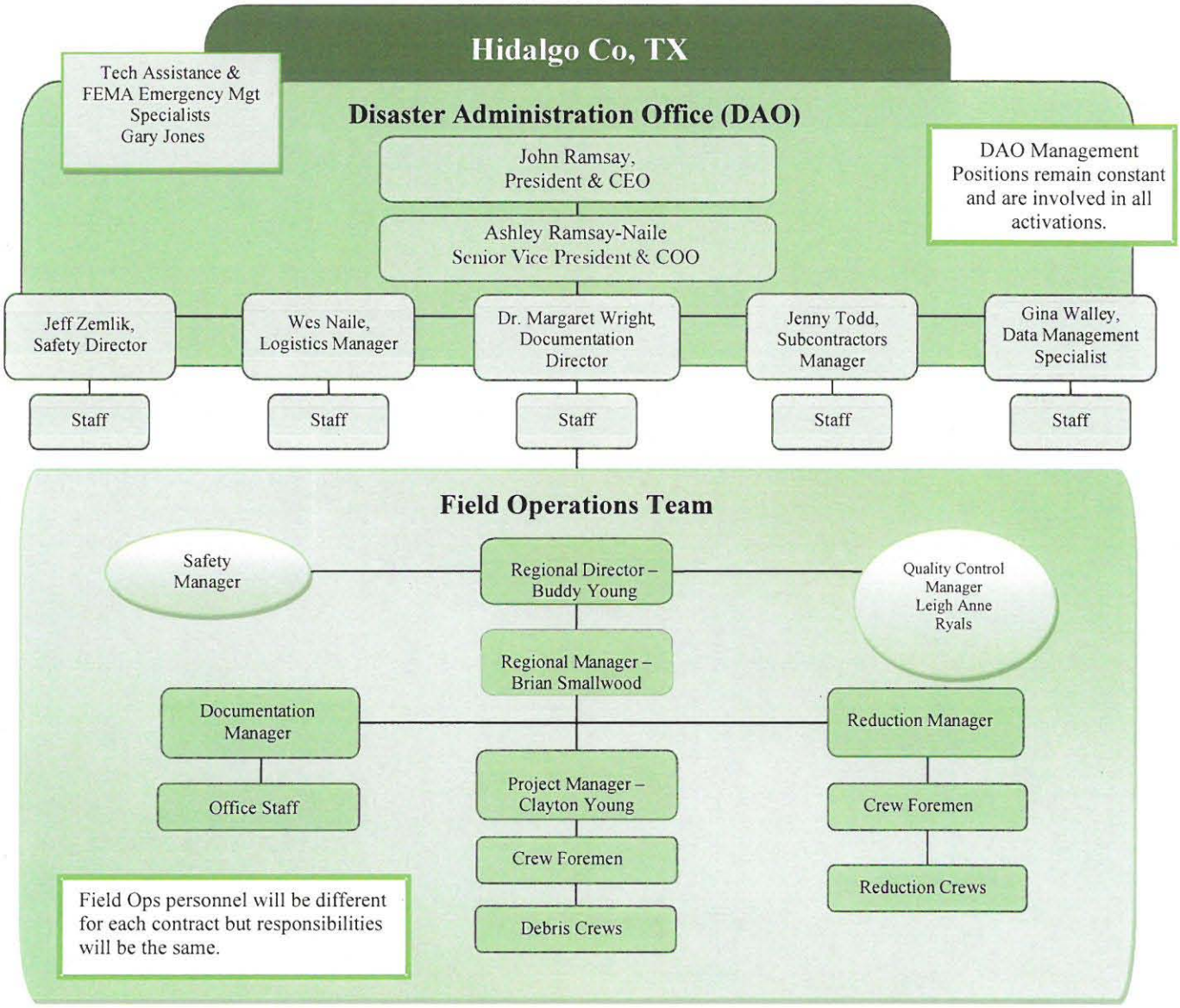
Misc. Training

Asbestos Supervisor	Jeff Zemlik
Asbestos Inspector	Jeff Zemlik
USACE 385-1-1 40 hour	Jeff Zemlik

Organizational Chart

L Item 5. Organizational Chart

The Organizational Chart presented below depicts the structure and chain of command of the Company. CrowderGulf uses an organizational hierarchy based on the nationally recognized Incident Command System (ICS). The ICS employs a cascade of organizational components in groups of five or less to assure good quality control in high stress operations. This arrangement limits the respective spans of control to tolerable levels. CrowderGulf's use of the ICS-based hierarchy of responsibilities exploits the strength and flexibility of its management/supervisory structure.



G. List any additional experience that would make the firm uniquely qualified for this project.

CrowderGulf Services Available to Hidalgo County

CrowderGulf has a plan tailored to meet the needs and specific requirements of Hidalgo County. The services provided will consist of furnishing all labor, materials, and equipment to complete and deliver full Emergency Response and Recovery Services. CrowderGulf is able to offer the County the widest possible spectrum of debris management and disaster recovery services which are itemized below:

Pre Planning & Training

Annual pre-disaster debris management planning sessions include training, review of emergency management plans, Debris Management Site (DMS) selection and other disaster recovery components.

Emergency Road Clearance "PUSH"

CrowderGulf provides push services by making certain that roadways designated by the County are clear and passable within 70 working hours from issuance of a Notice to Proceed (NTP) with such clearance.

ROW & ROE Debris Removal

CrowderGulf performs permitting, clearing, and/or removing FEMA eligible disaster related debris from the public rights-of-way, private property, streets, roads, canals, lakes, ponds and waterways in the County's jurisdiction as directed. Each load of debris is accurately and verifiably recorded on load tickets and presented to the County daily along with requested daily and weekly reports.

Development and Operation of DMS

CrowderGulf constructs DMS to handle the volume of debris generated in the County by the disaster. Operation of the DMS includes debris separation, reduction, recycling and proper holding, separating and disposal of hazardous waste and fluids. DMS are fully restored to original condition after project completion. CrowderGulf can also assist in selecting and identifying appropriate DMS locations and provide site specific operational plans.

Final Debris Disposal

CrowderGulf disposes of all debris, including reduced debris, in accordance with all applicable federal, state and local laws, standards and regulations. Tipping fees are typically associated with final disposal facilities and can be paid by CrowderGulf and back billed at a later date as a pass through cost at the County's request.

Stump Removal

All stump removal will be conducted following the FEMA Public Assistance Program and Policy Guide for Hazardous Stump Removal . Stumps left on the rights-of-way will be hauled as regular vegetative debris. Only hazardous stumps that meet FEMA stump requirements will be removed upon FEMA approval. Complete documentation will be collected before and after the extraction.

Tree Trimming & Removal (Leaners and Hangers)

CrowderGulf performs tree trimming and removal in accordance with American National Standard ANSI A300. Other tasks also associated with tree trimming are tree topping, stump grinding, grubbing, clearing, hauling and disposal of trees to abate imminent and/or significant threats to public health and safety. All Tree work is directed by the County and a FEMA representative.

Demolition

CrowderGulf provides demolition services and removal of condemned structures and buildings that pose a threat to public health and safety. All demolition services requested are commenced with safety and regulatory requirements in place and all local, state and federal requirements are followed.

Derelict Vehicle Removal & Abandoned Vehicle Removal

CrowderGulf can perform all aspects of vessel and vehicle removal from land or water. Also offered is assistance with Ownership records and contact verification procedures. If needed, a storage site is established, maintained and managed for the vessel and/or vehicle holding as may be required by law. Documentation is kept on all stages of the removal of each vessel and vehicle from collection to final disposal.

Removal & Disposal of White Goods & E-Goods

CrowderGulf is experienced in the special handling of white goods (refrigerators, stoves, ac units, etc.) and e-goods (electronic equipment). All regulations on the proper disposal of hazardous fluids removal are followed.

Waterway Debris Removal & Shoreline Restoration

CrowderGulf has completed numerous projects throughout the Southeast removing marine debris from storm water drainage ditches to large rivers and canal systems. Removal of debris from the rivers and canals can require the use of shallow draft boats and barges equipped with knuckle-booms or track-hoes with debris grapples. In shallow water areas with limited access and extremely sensitive areas, the debris will be removed by hand labor. CrowderGulf has also completed earthen fill repairs and restoration as well as armored shorelines consisting of rip-rap, (both stone and recycled concrete). Additionally, CrowderGulf has the capabilities and experience to install gabions, geo-web products and various types of bulkheads and retaining walls.

Sonar Scanning

CrowderGulf has conducted numerous large scale operations utilizing sonar imagery and underwater video and photography. Sonar scanning is a technological and efficient way to locate and remove sunken marine debris from waterways.

Technical Disaster Recovery Assistance

CrowderGulf can provide assistance with all aspects of the Public Assistance Program including damage survey reports, project worksheets, documentation support and consultations/negotiation services and any other technical assistance needed.

Other services CrowderGulf is experienced in are, but not limited to:

Household Hazardous Waste (HHW)
Temporary Ice, Water and Other Consumables
Levee Construction
Land Clearing and Site Preparation
Road and Utility Work
Marine Salvage
Marine Construction
Bulkhead and Pier Replacement
Portable Housing
Cellular Tower Construction
Hazardous Materials Handling
Historic Property Preservation
Temporary Power Services/Generators
Dredging
Pile Driving
Bio-Mass Recycling
Wetlands Restoration

Unique Services - New Drone & GoPro Capabilities

CrowderGulf utilizes the latest in Drone Technology to access and document projects. As of 2015, CrowderGulf has utilized **3D Robotics Solo Smart Drones** and **DJI Phantom Series Drones** on some of our projects. At client's request and supplemental cost, implementation of aerial technology has provided beneficial intelligence of existing conditions to help better prepare the response for areas that are still unreachable by truck or boat. Coupled with state of the art software, real time aerial maps and models can be constructed on site to deliver information never before available to the client in a timely manner. These capabilities have increased the effectiveness of training with our Clients, by providing recent project data and experiences to reference. Pricing for the CG Drone Operations can be provided upon request.

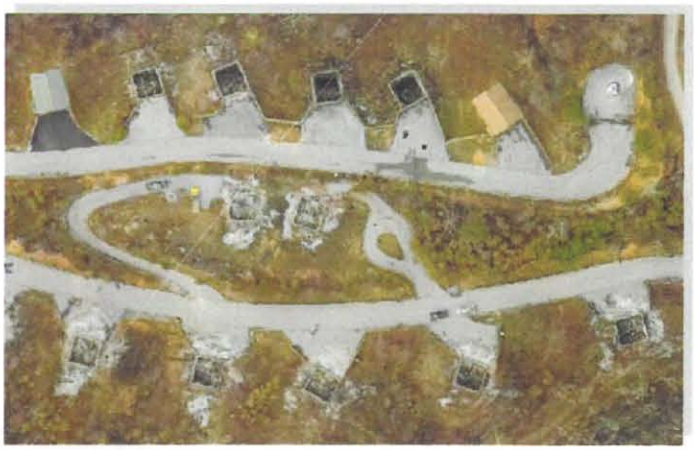
Aerial footage of the Hurricane Matthew Debris Removal Operation on Hilton Head Island, SC

- Feb. 2017(left)

Aerial Image of Debris Management Site on Hilton Head Island, SC during the Hurricane Matthew Debris Removal Operation (right) aided in site documentation and updates to client.

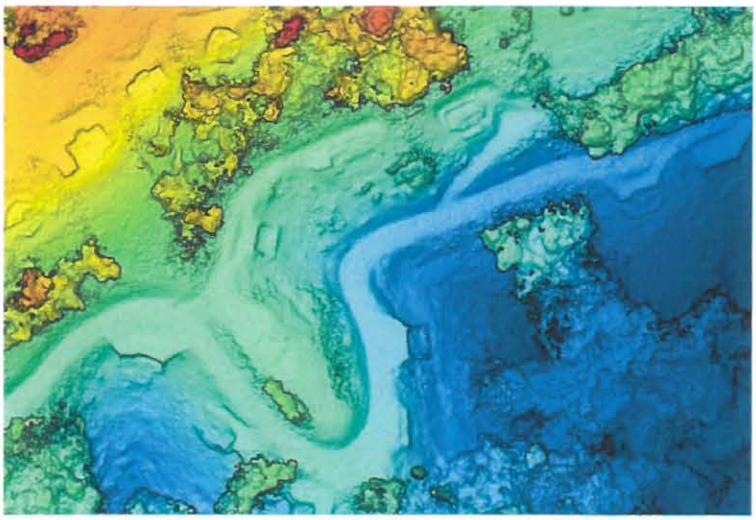
Benefits of Utilizing Drone Technology:

- High Resolution Aerial Maps of DMS or Affected Area
- Debris Estimation
- Damage Assessments
- 3D Computer Models
- High Definition Video
- Live Stream Video for EOC or other meetings
- Site/Project Documentation
- Historical Documentation
- Allows for effective decimation of information to the public showing the scope of the project
- Training
- Much more cost effective than traditional aerial platforms
- Can be deployed quickly in the most austere environments with little support



Custom Aerial Maps produced on site allow for the real time flow and decimation of critical information. These maps can be overlaid with annotations and area/volume calculations.

Advanced Topographical Maps can be generated and are useful in planning, recovery, and pickup operations.



H. Provide narrative that demonstrates firm's knowledge of Federal, State, and local laws and regulations governing this type of work and familiarity with FEMA, NRCS, OSHA, FHWA,TXDOT, TCEQ, EPA, TPWD, and THC. L Item 15 & 16. FEMA, State, Federal & Regulatory Requirements

State and Federal Reimbursement Programs: Including, but not limited to (FEMA) / Public Assistance Program, FHWA and NRCS Experience

For five decades, the majority of CrowderGulf's work (95%) has been with municipalities that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. CrowderGulf officials are proud of the solid working relationships we have established and maintained over the years with numerous State Emergency Response Agencies as well as other key agencies involved in disaster response and recovery, including FEMA, the U.S. Army Corps ;of Engineers (USACE), the United States Coast Guard and U.S. Fish and Wildlife The knowledge and experience of our management team regarding federal, state and local regulatory guidelines is derived from our team member's many years of experience and previous positions in Florida local and state government. Florida team members include: **John Wilson, previous Lee County Emergency Management Director, FEMA Region IV employee and Florida Dept. of Emergency Management Planner and John Campbell, previous Operations Chief for Lee County, Florida. Mr. Raymond Buddy Young**, CrowderGulf Regional Director has been in the debris removal business for over 30 years. He served as **Regional Director of Federal Emergency Management Agency (FEMA) Regional VI from 1993-2001**. He brings a wealth of knowledge in helping Clients deal with disasters and the Reimbursement Process. He has been involved in all of CrowderGulf's activations within the past 20 years and was invaluable working in Calcasieu Parish after Hurricane Katrina caused devastating damage to the area. Our Team's previous work experience and expertise in the State of Texas, Florida, Louisiana, Alabama, along with 12 other states has been invaluable to our clients and the overall success of our Company. Additional information regarding the types of debris removed, quantities and points of contact may be obtained from our Past Performance submitted in this section:

- Gary Jones has over 30 years working for the Federal Emergency Management Agency (FEMA). Gary served as Deputy Regional **Director of FEMA Region VI** for 17 years. During those 17 years as Deputy, he also served as Acting Regional Director for 4 years. Gary was responsible for administration of emergency management programs in the FEMA Region 6 states of Texas, Arkansas, Louisiana, New Mexico and Oklahoma. He provided direct oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region. Additionally, Gary served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, Hazardous Materials, Earthquake Preparedness, Hurricane Preparedness, Dam Safety and Chemical Stockpile Emergency Preparedness programs. Gary was designated Federal Coordinating Officer for Hurricanes Katrina, Rita and Georges and provided executive leadership to over 300 federally declared disasters.
- Our Texas Regional Director, Buddy Young, served as **Regional Director of FEMA Region VI** from 1993 – 2001 and served as Administrator for 133 federally declared disasters and emergencies. He is nationally known and recognized in the Emergency Management business and is extremely knowledgeable about FEMA policies and procedures.
- Our Quality Control Specialist, Leigh Anne Ryals has **20 years in Emergency Management with 12 Federally Declared Disasters.** Her experience in working with FEMA Region IV and her specific knowledge of the FEMA public assistance program has been of valuable use to our clients. Her experience includes FEMA policy and application, project worksheet formulation, Pilot Program implementation and documentation requirements. Ms. Ryals has had firsthand experience in the FEMA/Office of Inspector General Audit process. And, she along with other CrowderGulf team members, provide training and education classes to our clients on policy and regulation changes.
- Barrett Holmes joined CrowderGulf after 31 years experience in public service, leadership and planning. He served as the **primary Department of Defense representative with FEMA Region IV**. He has vast knowledge of and extensive experience working with civilian authorities at local, state, and federal levels concerning crisis management and disaster response. He was instrumental in planning, coordinating, integrating, and executing support for numerous disasters which include Hurricanes Earl, Isaac, and Sandy, as well as the Gulf Coast clean-up following the Deep Water Horizon oil spill.

The majority of CrowderGulf's work (95%) has been with municipalities that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. ***Throughout CrowderGulf's experience working with FEMA, no client has been denied reimbursement.*** This is important because our Client's success reflects CrowderGulf's success.

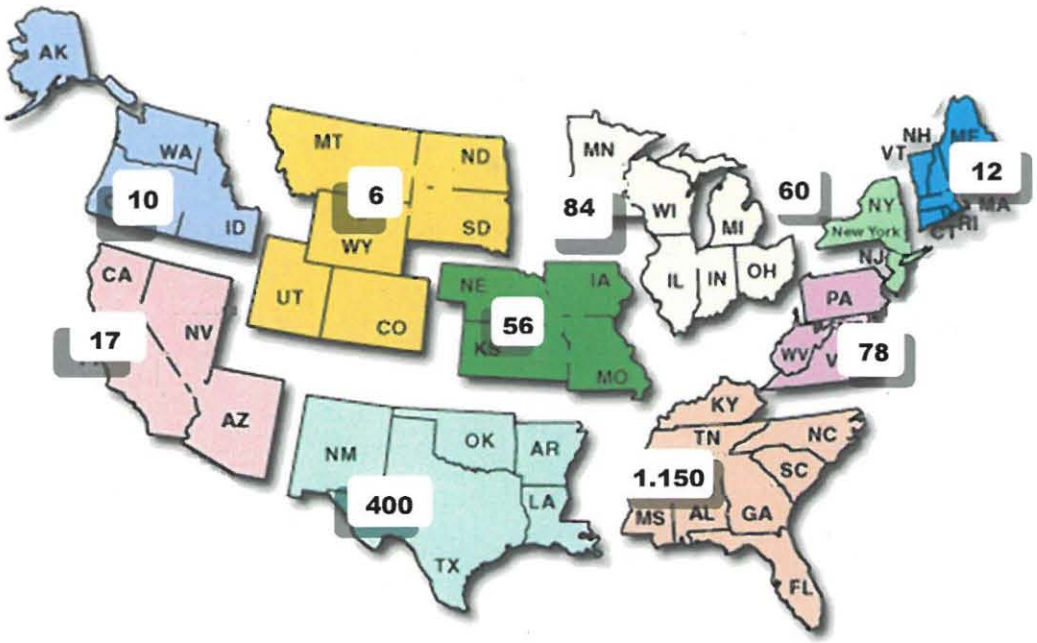
I. If firm intends to utilize subcontractors, provide subcontracting protocols and procedures. In addition provide a subcontracting plan that provides a clear description of the percentage of work the offeror may subcontract.

L Item 4. Adequacy of Subcontractor Resources

It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in **compliance with 44 CFR 206.10.** Per Client compliance requirements under **44 CFR 13.36(e)**, CrowderGulf, as Prime Contractor, will take all affirmative steps required to assure that minority firms, women's business enterprises, and labor area surplus firms are used when possible.

In addition, we maintain a national subcontractor **database of over 1,800 pre-qualified subcontractors**, which allows us to identify companies by size, equipment and geographical location. Prospective subcontractors may visit our website, www.crowdergulf.com, to register or may fax information to the Disaster Administration Office for review. Due to CrowderGulf's reputation of always treating our subcontractors fairly and paying them on a weekly basis, we have a surplus of subcontractors throughout the nation ready to work at a moment's notice.

The graphic below gives a breakdown of the number and general region that we have registered subcontractors. The number changes periodically as new subcontractors register on our website. For several reasons this number grows after a major disaster.



Subcontracting Practices

It is the practice of CrowderGulf to subcontract debris work and services using the following guidance:

1. Subcontract to the maximum extent possible with local firms and small businesses. In addition, preference will be given to qualified local vendors for equipment rental and supplies sourced in the jurisdictional boundaries.
2. Promote the use of local contracting by tasking a senior manager to assure notification through local media and organizations.
3. Promote subcontracting only with the assured compliance with equal opportunity hiring.
4. Provide all subcontractors a clear chain of command for purposes of official and/or unofficial communications.
5. Accept, process and pay invoices of subcontractors in accordance with the CrowderGulf policy.

6. Provide priority subcontracting considerations to/for subcontractors that have provided quality work to CrowderGulf in past operations – consistent with the subcontracting policy.
7. CrowderGulf does not have a set-a-side percentage of subcontracted work for any particular classification of subcontractor, but will give special attention to small, disadvantaged firms and/or women owned small business firms for contract work or services needed.
8. CrowderGulf is committed to promoting the use of small minority, disadvantaged firms and/or women-owned small business firms for contract work, whenever and wherever possible.
9. We currently maintain an active pre-qualified subcontractor database, tracking current certifications of local and regional D/M/W/SBE qualified subcontractors. Subcontractors can mail, fax, e-mail or log on to www.crowdergulf.com to submit their company information for review. If necessary, we will use additional outlets such as newspapers, publications, websites, etc.
10. As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the Client.

Subcontracting Policy

It is standard policy that all subcontractors comply with all of the contractual conditions and commitments of CrowderGulf. As such, all subcontractors shall agree to the following:

1. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
2. Read and formally acknowledge by signature the CrowderGulf Contract for subcontractors and Safety Manual as provided by CrowderGulf.
3. Provide satisfactory evidence of bonding and licensing that complies with contract and jurisdictional requirements.
4. Provide assurances that no current owner, principal or officer of the firm is or has ever been debarred by the state and/or federal government.
5. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
6. Give all notices and fully comply with all local, state and federal laws – including, but not limited to, social security, workers compensation and unemployment insurance, DOT, etc.
7. Begin work to be performed within two full workdays after a subcontractor is notified of a subcontract award, unless otherwise stipulated in the subcontract arrangements. The subcontractor will pay for all materials, equipment and labor used in the performance of the subcontract(s).
8. In the event a subcontractor makes an untimely start, or is unable to supply sufficient skilled workmen, equipment or materials to satisfy the subcontract arrangements, CrowderGulf may terminate the employment/contract of the subcontractor for cause.
9. Take all reasonable safety precautions with respect to contracted work, complying with all safety, workplace standards and environmental measures as directed by CrowderGulf.
10. Furnish periodic progress reports on the work as directed by CrowderGulf, plus use the debris reporting system selected by CrowderGulf.
11. Provide CrowderGulf with progress payment billings (as agreed in the respective subcontracts).
12. Final payments to subcontractor(s) may be deferred pending receipt of contractual or statutory lien waivers, releases, closeout documents or other encumbrances.
13. Other stipulations may apply as may be required by unique local conditions.

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Understanding Requirements

CrowderGulf takes several steps during the proposal preparation process to ensure local subcontractor participation as well as M/WBE utilization policies and 44 CFR 13.36(e) compliance are met. Understanding exactly what the Client is requesting during this initial proposal phase is key to implementation upon activation. In order to clearly define the expectations required we take several preliminary steps. The first step is to review M/WBE policies and procedures to determine specific goals set by the Client. Our second step is to determine utilization breakdowns required. Lastly, we identify all required certifications and/or M/WBE directories to be used for soliciting M/WBE firms and any further breakdowns of percentage goals. Once these steps are completed and we have a clear understanding of all requirements we continue with the following process:

Steps in the Process:

1. Before any subcontractors are solicited, CrowderGulf compiles a list of local subcontractors from our Database of pre-qualified subs. These companies have either worked for CrowderGulf and are in good standing, have registered with us through our website, www.crowdergulf.com, or have been previously solicited by CrowderGulf. All subcontractors must meet the following requirements to be considered for prequalification:
   a. Verification through one or more of the following websites:
      - *The **System for Award Management** (SAM) is **a Federal Government owned and operated** free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. SAM is used to review all subcontractors' debarred status prior to approval as a prequalified subcontractor (https://www.sam.gov/)*
      - *SBA HUBZone Search-confirmation, (http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm)*
      - *Dun and Bradstreet, (https://sso.dnbi.com)*
   b. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: http://www.dhs.gov/E-Verify. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
   c. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
2. If specific directories are to be used, CrowderGulf will check the Client website for directory access or contact the M/WBE Office for a list of potential M/WBE firms to be utilized then compare this list to our current list of local prequalified subcontractors to find possible matches.
3. Contact is then made with M/WBE firms that offer services similar to our scope of work. Initial contact is made by phone then followed up by fax and/or email, confirming the phone conversation.
4. Emailed and/or faxed correspondence provides MBE firms with specific details regarding the request, i.e., scope of work directly from the RFP documents, registration and requirements information, and specific deadlines for submittal of these documents to the CrowderGulf M/WBE Subcontracts Manager.
5. Should letters of intent from interested firms and further proof of M/WBE certifications be required by the Client, CrowderGulf will compile the received documentation and review for completeness.
6. Only those firms that have met set deadlines and returned all requested documentations will be considered for inclusion in final proposal to the Client as a responsive M/WBE Firm.
7. All contacted firms are listed in proposal and delegated either responsive or non-responsive and the reason for this status.
8. Should the appropriations assigned to the responsive M/WBE firms not meet the Client's percentage goal, firm percentages will be adjusted and executed by both parties upon mutual agreement.
9. Once the RFP evaluation process is complete and award notices are received, these M/WBE firms are notified of results and any additional documentation is requested to keep in the Client's file.
10. Current CrowderGulf client folders are updated yearly with current local pre-qualified subcontractors as well as M/WBE firm confirmations.
11. Upon Client activation, if any of the proposed local M/WBE firms are no longer able to fulfill assigned goals, CrowderGulf will identify other certified M/WBE firms to replace inactive M/WBE firms to maintain our proposed percentage goals. CrowderGulf will provide a detailed explanation as well as further commitments from other M/WBE certified subcontractors to perform scope of work in lieu of previously committed Subcontractors.

Reporting

With the nature of "Stand-By" event contracts being on an "as needed" basis, utilization/activation of the identified M/WBE firms will be based on CrowderGulf's activation by Client. Should the Client have yearly or quarterly reports to be submitted, CrowderGulf will file the needed reports upon request.

Good Faith Effort

As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the County to maintain compliance with **44 CFR 13.36 (e) and FEMA SuperCircular 2 C.F.R. Chapter 2, Part 200.**

Affirmative Steps Include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Subcontractor Oversight

In the past, CrowderGulf has mobilized over **300** subcontractors with as many as **3,000 people, 1,600 trucks, and 600 pieces of loading equipment**. To assure the same quality control and efficient operations for the County, CrowderGulf's management team will rely on NIMS management protocols to identify the proper number of supervisors for each debris management operation. CrowderGulf is fully prepared to marshal as many Field Project Managers and Debris Supervisors as needed to meet the County's debris management requirements. Project Managers and Field Supervisors will have the direct responsibility to ensure all workers have received the proper safety training and education on Federal Rules and Regulations as they pertain to debris removal operations.

CrowderGulf Prime Subcontractors

CrowderGulf has 1,800 preapproved subcontractors available for activations however, we have prime subcontract agreements with a select few of contractors. These companies are on call and ready at a moment's notice to mobilize equipment and can be ready to begin debris removal operations within hours of a Notice to Proceed. Below is a list of our Prime Subcontractors and the activations that they have completed as part of the CrowderGulf Team. We have highlighted the subcontractors that have experience working within the State of Texas in yellow.

Subcontractor	Storm Event	Work Location	
ABC Hauling Services / RAL Services Corp. (FL) (ROW hauling, Haul outs hauling Beach/ Sand) 7 Activations	2018 Michael		
	2011 Tornado (MO)	Asbell	WCA
	2011 Irene	Dare Co, NC	
	2008 Ike	Bolivar Peninsula, TX League City, TX	Manvel, TX
	2005 Wilma	Ft. Lauderdale, FL	
All Florida Tree & Landscaping (FL) (ROW hauling, Tree Work, L & H, ROE hauling, Beach/ Sand) 19 Activations	2018 Michael		
	2017 Irma	Aventura, FL	Miami Springs
		Stuart, FL	
	2016 Matthew	Cocoa Beach, FL	Edgewater, FL
		Stuart, FL	Hilton Head Island, SC
	2012 Sandy	Ft. Lauderdale, FL	
	2012 T.S. Isaac	Key West, FL	
	2011 Irene	Duck, NC	Newport News, VA
	2005 Wilma	Ft. Lauderdale, FL Lazy Lake, FL Sanibel, FL	Wellington, FL Wilton Manors, FL
	2005 Rita	Ft. Lauderdale, FL	
	2005 Katrina	Ft. Lauderdale, FL Pompano Beach, FL	Wilton Manors, FL

	2004 Francis	Pompano Beach, FL	
	2004 Charley	Sanibel Island, FL	
C & J Transport (FL) (ROW Hauling, L & H, ROE Hauling) 5 Activations	2005 Katrina	Ft. Lauderdale, FL	Wilton Manors, FL
	2005 Wilma	Aventura, FL	Ft. Lauderdale, FL
	2004 Charley, Frances, Jeanne	Lee County, FL	
C & W Trucking, Inc (FL) (ROW hauling, ROE Hauling) 6 Activations	2017 Harvey	Brazoria Co, TX	Montgomery Co., TX
		Casselberry, FL	Edgewater, FL
		Lake Mary, FL	Orlando, FL
		Polk Co., FL	Sanford, FL
		Lake Co., FL	
	2012 Tornado	Polk Co, FL	
	2008 Fay	Brevard Co, FL	
	2005 Wilma	Aventura, FL	West Palm Beach, FL
	2004 Charley, Frances, Jeanne	Brevard Co, FL	Orange Co, FL
Cain's Tree & Landscaping (AL) (ROW hauling, Tree Work, L & H) 6 activations	2008 Ike	Assumption Parish, LA	League City, TX
	2005 Katrina	Daphne, AL Biloxi, MS	Gulfport, MS
	2004 Ivan	Baldwin Co, AL	
Clark Trucking (NC) (ROW hauling, L & H, ROE hauling Beach/ Sand) 30 Activations	2011 Irene	Duck, NC Jacksonville, NC Onslow Co, NC Robersonville, NC	Richlands, NC Williamston, NC Newport News, VA
	2010 BP Oil Spill	Alabama Coastline	
	2008 Ike	Angleton, TX Bayou Vista, TX Boliver Peninsula Clute, TX	Freeport, TX Galveston Co, TX League City, TX Tiki Island, TX
	2005 Rita	Calcasieu Parish/ Lake Charles, LA	
	2005 Katrina	Biloxi, MS D'Iberville, MS Harrison Co, MS	Pascagoula, MS Pass Christian, MS
	2005 Dennis	Escambia Co, FL	
	2005 Cindy	Jefferson Parish, LA	
	2004 Ivan	Escambia Co, FL	
	2004 Charley, Frances, Jeanne	Orange Co, FL	
	2003 Isabel	Poquoson, VA Isle of Wight, VA	Southampton Co, VA
Dawn Til Dusk Disaster LLC (MO) (ROW hauling, Tree Work, L & H, ROE hauling, Beach/ Sand) 18 Activations	2018 Michael		
	2017 Harvey	Corpus Christi, TX	Aransas, TX
	2017 Mississippi Tornado	Hattiesburg, MS	
	2016 Matthew	Deltona, FL	
	2016 Flooding	Ouachita Parish, LA	
	2016 Texas Flooding / Misc	Newton Co, TX	Corpus Christi, TX
		Waller Co, TX	Montgomery Co, TX
	2015 SC Flooding	SCDOT	
	2014 Ulysses – Ice Storm	Greensboro, NC	
	2014 AL Tornado	ACCA – Blount Co, AL	
	2012 Sandy	Kitty Hawk, NC	
	2011 Irene	Kitty Hawk, NC Kill Devil Hills, NC	Dare Co, NC Nags Head, NC
	2008 Ike	Montgomery Co, TX	
	2005 Katrina	Pascagoula, MS	Carver Court- Pasc.
	2004 Ivan	Baldwin Co, AL	
Dotson & Sons (MO) (ROW hauling, Tree Work, L & H, Stumps) 11 Activations	2018 Michael		
	2017 Irma	Bonita Springs, FL	Lee Co., FL
	2017 Harvey	Aransas, TX	Corpus Christi, TX
		Montgomery Co., TX	San Patricio, TX,

	2016 Matthew	Hilton Head Island, SC	
	2006 Ice Storm	Erie Co, NY	
	2005 Rita	Calcasieu Parish / Lake Charles, LA	
	2005 Katrina	North Miami, FL Pompano Beach, FL	Wilton Manors, FL Pascagoula, MS
	2004 Ivan	Escambia Co, FL	
	2004 Charley, Frances, Jeanne	Lee Co, FL Orlando, FL	Sanibel, FL
Double G Trucking (VA) **(ROW hauling, Tree Work)** **7 Activations**	2011 Irene	York Co, VA	
	2008 Ike	Owensboro, KY	
	2005 Katrina	Pascagoula, MS	
	2004 Charley, Frances, Jeanne	Hardee Co, FL	
	2003 Isabel	Dare Co, NC Williamston, NC	York Co, VA
Four R Equipment (FL) **(ROW hauling, Haul Outs, L & H, ROE hauling, Waterway Debris)** **13 Activations**	2018 Michael		
	2017 Irma	Miami Springs, FL	FL DEP Waterway Cleanup
	2016 Matthew	Edgewater, FL	FL Dept. of Environmental Protection
	2016 Hermine	Tallahassee, FL	Leon County, FL
	2014 Pax (Ice Storm)	Dorchester Co, SC	
	2011 Irene	Newport News, VA	Duck, NC
	2008 Ike	Kemah, TX League City, TX	Galveston Co, TX Bolivar Peninsula
	2005 Wilma	Pembroke Pines, FL	
	2004 Ivan	Baldwin County, AL	
Hauling Away (AL) **(ROW hauling, L & H, ROE hauling, Stumps, Sand, Demo, Waterway Debris)** **33 Activations**	2018 Michael		
	2018 Irma	Collier Co, FL	Aransas, TX
	2017 Irma	Brevard Co, FL	FL DEP Waterway Cleanup
		Kissimmee, FL	Okeechobee, FL
		Polk Co., FL	Lake Co., FL
	2017 Harvey	Aransas, TX	Corpus Christi, TX
		San Patricio, TX	Nueces Co., TX
	2016 Matthew	Hilton Head Island, SC	Garden City, GA
		FL Dept. of Environmental	Protection
		Port Wentworth, GA	Thunderbolt, GA
		Windmill Harbor, SC	Long Cove POA, SC
	2016 Flooding	Ouachita Parish, LA	
	2016 Texas Flooding / Misc	Newton Co, TX	Corpus Christi, TX
	2016 Tornado	Rowlett, TX	
	2015 Flooding	Limestone Co, AL	
	2015 SC Flooding	SCDOT	
	2015 Demolition	Orange Beach, AL	
	2015 Winter Storm	Raleigh, NC	
	2015 Texas Flooding / Misc	Blanco County, TX	Republic Services, TX
		Corpus Christi, TX	Friendswood, TX
	2014 Tornado	ACCA	
	2014 AL Flood	ALDOT	Baldwin Co, AL
	2014 Pax (Ice Storm)	Dorchester Co, SC	Berkeley Co, SC
	2012-2013 Sandy	NJ Waterways	
	2012 Isaac	Biloxi, MS McComb, MS	Magnolia, MS Pascagoula, MS
	2011 Tornado (MO)	Joplin, MO	
	2011 Tornado (AL)	Walker Co, AL	
	2011 Irene	Rocky Mount, NC	
	2010 Bp Oil Spill	Alabama Coast	
	2008 Ike	Galveston Co, TX	

	2006 Ice Storm	Erie Co, NY	
	2005 Wilma	West Palm Beach, FL	
	2005 Katrina	Biloxi, MS	
Jerry Herring Outdoors (FL) **(ROW hauling, ROE hauling)** **6 Activations**	2012 FL Tornado	Polk Co, FL	
	2012 Debby	Polk Co, FL	
	2012 Beryl	Nassau Co, FL	
	2008 Ike	Montgomery Co, TX	
	2004 Charley, Frances, Jeanne	Brevard Co, FL	Volusia Co, FL
Jerry's Tree Service (FL) **(ROW hauling, Tree Work,** **L & H, ROE hauling, Stumps)** **11 Activations**	2018 Michael		
	2017 Irma	Orange Co.,FL	
	2016 Matthew	Flagler County, FL	Flagler Beach, FL
	2016 Hermine	Tallahassee, FL	Leon County, FL
	2014 Ulysses – Ice Storm	Greensboro, NC	
	2012 FL Tornado	Polk Co, FL	
	2012 Beryl	Nassau Co, FL	
	2011 Irene	Manteo, NC	Nags Head, NC
	2008 Ike	Montgomery Co, TX	
	2008 Fay	Brevard Co, FL	
MAB Trucking (FL) **(ROW hauling, Tree Work,** **L & H, Haul Outs)** **7 Activations**	2011 Irene	Edenton, NC	Rocky Mount, NC
	2011 Tornado (MO)	WCA Joplin, MO	
	2005 Wilma	Ft. Lauderdale, FL	West Palm Beach, FL
	2005 Katrina	Pascagoula, MS	
	2005 Dennis	Escambia Co, FL	
P.J.'s Land Clearing & Excavation (FL) **(ROW hauling, Haul Outs, L & H, ROE hauling)** **15 Activations**	2018 Michael		
	2017 Irma	Aventura, FL	Miami Springs, FL
		Edgewater, FL	Stuart, FL
		Jupiter, FL	Lauderdale By the Sea, FL
	2016 Matthew	Edgewater, FL	Stuart, FL
		Brevard County, FL	
	2008 Ike	Galveston Co, TX	
	2005 Wilma	Ft. Lauderdale, FL North Miami, FL	Wilton Manors, FL
	2005 Rita	Ft. Lauderdale, FL	Calcasieu Parish, LA
	2005 Katrina	Ft. Lauderdale, FL	Pompano Beach, FL
	2004 Charlie	Lee County, FL	
	2004 Frances	Ft. Lauderdale, FL Pompano Beach, FL	Wilton Manors, FL
Phoenix Hayes, Inc. (FL) **(ROW hauling, sand/beach,** **L & H, ROE hauling)** **12 Activations**	2018 Michael		
	2012 Tornado	Polk Co, FL	
	2012 Debby	Polk Co, FL	
	2011 Irene	NCDOT	Robersonville, NC
	2008 Ike	Montgomery Co TX	
	2005 Wilma	Ft. Lauderdale, FL	Wellington, FL
	2005 Katrina	Ft. Lauderdale, FL	Pembroke Pines, FL
	2004 Frances	Wellington, FL	
	2004 Charley	Lee County, FL	Orlando, FL
S. St. George Enterprises (NY) **(Site Grinding, Mulching, Site Work)** **21 Activations**	2018 Michael		
	2017 Irma	Fort Myers, FL	Sanibel, FL
		Lake Co, FL	Lee Co., FL
	2016 Matthew	Hilton Head Island, SC	Port Wentworth, GA
		Thunderbolt, GA	Norfolk, VA
	2016 Hermine	Tallahassee, FL	Leon County, FL
	2014 AL Tornado	ACCA- Blount Co, AL	
	2014 Pax – Ice Storm	Berkeley Co, SC	Dorchester Co, SC
	2011 Irene	Colonial Williamsburg	Newport News, VA

		James City Co, VA York Co, VA	Rocky Mount, NC
	2005 Wilma	Ft. Lauderdale, FL	West Palm Beach, FL
	2005 Rita	Calcasieu Parish / Lake Charles, LA	
	2005 Katrina	Daphne, AL Waveland, FL	Harrison Co, MS Pascagoula, MS
Statewide Tub Grinding/ WLW (FL) (ROW hauling, Tree Work, L & H, ROE hauling) 13 Activations	2018 Michael		
	2017 Irma	Fort Myers, FL	Sanibel, FL
		Lake Co., FL	Lee Co., FL
	2016 Matthew	Brevard County, FL	Cocoa Beach, FL
		Ormond Beach, FL	
	2012 Tornado (FL)	Polk Co, FL	
	2008 Ike	Galveston Co, TX La Marque, TX	Texas City, TX Tiki Island, TX
	2005 Wilma	Ft. Lauderdale, FL	West Palm Beach, FL
	2005 Katrina	Harrison Co, MS	Pass Christian, MS
	2004 Ivan	Escambia Co, FL	
Timberline Trading, Inc (MO) (ROW hauling, Tree Work, L & H, ROE hauling) 22 Activations	2016 Matthew	Clay County, FL	
	2011 Irene	Williamsburg, VA James City Co, VA York Co, VA	Newport News, VA NCDOT Various
	2008 Ike	Bolivar Peninsula, TX Galveston Canals, TX Galveston Co, TX League City, TX	Montgomery Co, TX MUD Canals Pearland, TX
	2006 Ice Storm	Erie Co, NY	
	2005 Katrina	Aventura, FL Ft. Lauderdale, FL	Pembroke Pines, FL Pompano Beach, FL
	2005 Dennis	Escambia Co, FL	
	2004 Ivan	Escambia Co, FL	
	2004 Charley, Frances, Jeanne	Orlando, FL	Sanibel, FL
Tri-Rivers, Inc (MO) (ROW hauling, Tree Work, L & H, ROE hauling) 17 Activations	2008 Ike	Bolivar Peninsula, TX Deer Park, TX Friendswood, TX Galveston Co, TX Kemah, TX	League City, TX Manvel, TX Tiki Island, TX TX GLO Sand Webster, TX
	2006 Ice Storm	Erie Co, NY	
	2005 Rita	Calcasieu Parish / Lake Charles, LA	
	2005 Katrina	Biloxi, MS	Pascagoula, MS
	2004 Ivan	Baldwin Co, AL	
	2004 Charley, Frances, Jeanne	Brevard Co, FL	Orlando, FL
WBI Contracting of Palm Beach (FL) (ROW hauling, ROE Hauling) 6 Activations	2017 Irma	Jupiter, FL	
	2005 Wilma	Ft. Lauderdale, FL	Wilton Manors, FL
	2005 Katrina	Ft. Lauderdale, FL	Pompano Beach, FL
	2004 Charley, Frances, Jeanne	Jupiter, FL	Lee Co, FL
Zehendner Disaster Relief (MO) (ROW hauling, L & H, ROE hauling, Waterway debris, Stumps, Beach Sand, Haul OUTs) 69 Activations	2018 Michael		
	2017 Irma	FL DEP	Bonita Springs, FL
		Fort Myers, FL	Estero Village, FL
		Lee Co., FL	
	2016 Matthew	Berkeley County, SC	Hilton Head Island, SC
		Garden City, GA	Thunderbolt, GA
		Brevard County, FL	FL Dept. of Environmental Protection
	2015 Winter Storm	Raleigh, NC	
	2014 Tornado	ACCA	
	2014 Pax (Ice Storm)	Dorchester Co, SC	Berkeley Co, SC

	2012-2013 Sandy	NJ Waterways	
	2012 Isaac	Biloxi, MS McComb, MS	Magnolia, MS Pascagoula, MS
	2011 Tornado (AL)	Walker Co, P & J	
	2011 Irene	Edenton, NC Edgecombe Co, NC James City Co, VA York Co, VA	Robersonville, NC Rocky Mount, NC Williamston, NC NCDOT – Various
	2010 BP Oil Spill	Alabama Coast	
	2008 Ike	Alvin, TX Bayou Vista, TX Bolivar Peninsula, TX Brookside Village, TX Clear Lake Shores, TX Galveston Canals, TX Galveston Co, TX Henderson Hole, TX Kemah, TX	La Marque, TX League City, TX Manvel, TX MUD Canals Pearland, TX Sante Fe, TX Texas City, TX Tiki Island, TX TX GLO Sand
	2006 Ice Storm	Erie Co, NY	Genesee Co, NY
	2005 Wilma	Ft. Lauderdale, FL Lee Co, FL Pembroke Pines, FL	West Palm Beach, FL Wilton Manors, FL
	2005 Rita	Calcasieu Parish, Lake Charles, LA	
	2005 Katrina	Baldwin Co, AL Dauphin, AL Gulf Shores, AL Orange Beach, AL	Biloxi, MS Pascagoula, MS Carver Court, -Pasc. Gulfport, MS
	2005 Dennis	Atmore. AL Flomaton, AL Baldwin Co, AL	Destin, FL Walton Co, FL
	2004 Ivan	Baldwin Co, AL	
	2004 Charley, Frances, Jeanne	Lee Co, FL	

J. Provide list of all subcontractors with whom the firm has agreements for post-disaster support provide brief biography/resume of each principal and key personnel of those identified firms highlighting their experience in providing services similar in scope to this project.

M/SBE Subcontractors

See enclosed a partial list of qualified M/SBE Subcontractors on the next pages. A current qualified subcontractor list will be provided to the County for pre-approval prior to an event upon request.

South Texas Regional Subcontractors	Address	City	ST	Zip	Phone	smBus	WBE/MBE/HUB/VET/ SDB
ADK Environmental, Inc.	16434 FM 630	Odem	TX	78370	361-364-2004	1	2
Armadillo Oilfield Services	16910 NW Zac Lentz	Victoria	TX	77905	940-366-5009	1	
B & E Enterprises	208 CR 144	George West	TX	78022	361-566-2636		1
B & P Homes	PO Box 260318	Corpus Christi	TX	78426			
Blalock Trucking	9401 S. State Highway 16	Jourdanton	TX	78026	830-784-3199	1	

Blazin Sky Environmental	12050 Up River Rd	Corpus Christi	TX	78410	956-802-4655	1	
Brush Country Excavation, LLC.	PO Box 62	Woodsboro	TX	78393			
Bryant Industrial Services, LLC	P.O. Box 2460	So. Padre Island	TX	78597	956-761-2212	1	
Circle Zebra Fabricators LP	409 Industrial	Robstown	TX	78380	361-387-3700	1	2
Commercial Metals Company (CMC Recycling)	249 Bronco Rd.	Corpus Christi	TX	78409	361-884-4071		
Dawson Recycling, Inc.		Gregory	TX	78359	361-643-4589	1	1
Dirt Rocks	15225 Barataria	Corpus Christi	TX	78418	361-500-3122	1	1
Encompass Advantage LLC	534 Lively Dr	San Antonio	TX	78213	210-702-9876	1	
Epic Energy Services, LLC.	PO Box 490	Sinton	TX	78387	361-222-1226	1	1
Frontier Surveying Company	710 Buffalo St, Ste 700	Corpus Christi	TX	78401	361-881-8044		1
G.P. Transport, Inc.	506 Hwy 35 Access	Gregory	TX	78359	361-643-8546		1
Graygan Transport, LLC	23942 State Hwy 64	Canton	TX	75103	903-287-9087	1	1
Haas-Anderson Construction, LTD.	1402 Holly Rd	Corpus Christi	TX	78415	361-853-2535		
JLS Hotshotz, LLC.	3670 Mile 4 N.	Mercedes	TX	78570	956-756-5916	1	2
JM Construction	1601 Ayers	Corpus Christi	TX	78404	830-515-8394	1	
JM Maintenance Service Inc.	162 La Silla Dr.	Brownsville	TX	78521	956-541-4332		1
Jolvaz, LLC. (DBA Rio-Tech)	2113 W. State Hwy 107	McAllen	TX	78504	956-287-0800	1	1
KB Trash Service	2902 Traylor Blvd	Rockport	TX	78382	361-222-3388	1	1
Knee Deep Construction & Services	4346 Baldwin Blvd.	Corpus Christi	TX	78408	432-631-1413		
Laredo Concrete Cutting, Co.	4619 San Dario Ave # 324	Laredo	TX	78041	956-451-7037	1	
Mitchell Energy Services	6749 Leopard St	Corpus Christi	TX	78409	281-748-1708	1	
MV Henke Enterprises, Inc.	505 Page St	Hallettsville	TX	77964	361-798-8057	1	1
Naismith Marine Services	2007 FM 3036	Rockport	TX	78382	361-334-5719	1	
Operation Central	PO Box 877	Pleasanton	TX	78064	830-570-4248	1	
Partners Two Inc.	5151 Flynn Parkway, Ste 103	Corpus Christi	TX	78411	361-814-2342	1	1
PJM	240 P.R. 1266	Gillett	TX	78116	830-789-4046	1	
Prime Demolition & Disposal	2 Mockingbird Ln	Yoakum	TX	77995	361-293-8044	1	2
Quality Carriers Energy Resources	6311 State Hwy 97 S	Jourdanton	TX	78064	830-463-7540		
Ram-Bro Contracting, Inc.	904 Industrial Ave	Robstown	TX	78380	361-387-2795	1	1
Square 1 Construction, LLC.	2338 gary Lane	Edinburg	TX	78542	956-278-1272		
T&T Construction	PO Box 806	Taft	TX	78390	361-528-2662	1	1
Zeon Security, LLC	1240 CR 132	Hallettsville	TX	77964	361-772-1656	1	1
						26	23

The list below includes all of our pre-approved subcontractors throughout the State of Texas.

2018 Potential Local Texas Subcontractors	Address	City	ST	Zip	smBus	MWBE / HUB/ VET/ SDB
Flame 2.0 & Brokerage LLC	3875 N Major Dr	Beaumont	TX	77713	1	3
1983 U. C. I.	519 Wisconsin	South Houston	TX	77587	1	1
4 J's Services, Inc	1410 County Rd 63 / PO Box 646	Rosharon	TX	77583	1	
4L Construction Services	590 Longwood Lane	Conroe	TX	77302	1	
A & M Remediation & Dirtwork	P.O. Box 2452	Crystal Beach	TX	77650	1	2
A&A Trucking LLC	418 E Texas Ave.	Baytown	TX	77520	1	1
A. Demolition	P.O. Box 14711	Houston	TX	77021	1	
AAA Dumpsters, LLC	P.O Box 357	Danbury	TX	77534	1	
AD Construction & Development	5512 Gulf Freeway	Houston	TX	77023	1	
ADCORP	10965 Hwy 242	Conroe	TX	77385		
Affordable Land Services LLC	522 CR 105	Devers	TX	77538	1	
AG Excavation Construction, LLC	C/O 19931 Fort Davis Court	Katy	TX	77449	1	
AIMM Technologies, Inc.	801 Hwy 146 N	Texas City	TX	77590	1	1
All In One Demolition Inc	10114 Hook Street	Houston	TX	77064	1	
Angel Padilla	4905 24th Street	Dickinson	TX	77518		1
Apache Waste	5601 Loma Linda St	Houston	TX	77085	1	
Archie Debris Removal Services	14619 Castle Cove Lane	Houston	TX	77044	1	
Arredondos Trucking	5045 Hauna Ln	Dickinson	TX	77539		
B & W Logging Contractors, Inc.	P.O. Box 480	Brookeland	TX	75931	1	
B Smith Contractors Inc.	P.O. Box 38856	Houston	TX	77238		1
B_N_T Services, LLC.	51 Bird Farm Rd.	Huntsville	TX	77320	1	
Bane Machinery Houston LTD	505 Rankin Rd	Houston	TX	77073		

2018 Potential Local Texas Subcontractors	Address	City	ST	Zip	smBus	MWBE / HUB/ VET/ SDB
Base Construction	7555 FM 2004 Bldg 2	Hitchcock	TX	77563	1	
Bayou Construction & Excavation, LLC	2300 Hwy 365, Ste 400	Nederland	TX	77627		
Bayside Equipment, Inc.	P.O. Box 1263	Anahuac	TX	77514		
Bayway Homes	P.O. Box 1477	Friendswood	TX	77546	1	
Bean Construction INC	100 Bean Street	Newton	TX	75966	1	
Better Land Company, LLC.	1720 Pampas Trail Dr	Friendswood	TX	77546	1	
Blackstone Builders, Amstad LLC	P.O. Box 10291	College Station	TX	77840	1	
Blue Collar Home Services	1029 Hwy 6 North	Houston	TX	77079		1
Bob's Construction Co., Inc.	10862 Circle DR	Willis	TX	77318		
Boswell & Son Construction Services	20027 Indigo Lake DR	Magnolia	TX	77355	1	2
Brayland Properties	6938 New York St.	Houston	TX	77021		1
Brazos Sand Supply Company	17127 CR 39	Rosharon	TX	77583	1	
BRH-Garver Construction LP	7600 S Santa Fe, Bldg A1-E	Houston	TX	77061		
Bruce Construction Management	2303 Legends Shore Dr	Spring	TX	77386		
BTLS (Beach Town Lawn Service)	23 Cozumel Cir	Galveston	TX	77554	1	
C.R.S. Disaster Recovery	36111 Mildred Ln	Pinehurst	TX	77362		
C5 Construction, Inc.	13103 Lazy Ln	Willis	TX	77318	1	1
Cajun Boy Dirt & Equipment, Inc.	1010 Old Hwy 90 W	Vidor	TX	77662	1	
Cameron Recycling	20939 Hwy 6	Manvel	TX	77578		
Carla's Transport Services Inc.	P.O. Box 4149	Port Arthur	TX	77641	1	1
Carr Construction Services	6341 Stewart Rd	Galveston	TX	77551	1	
Category 5 Restoration & Construction	2119 Smith St	Orange	TX	77630	1	2
Chaney Land Group	P.O. Box 533	Bacliff	TX	77518	1	
Cherry	6131 Selinsky	Houston	TX	77048		
Chris Peters	12803 Brigham Lane	Sante Fe	TX	77517	1	
CIMA Utility	5480 Washington Blvd, Ste 8	Beaumont	TX	77707	1	2
Cinco International Group	915 S. 8th, Ste B	La Porte	TX	77572	1	3
Classic Tree Service	1922 N. Meeker Rd.	Beaumont	TX	77713	1	
Clean Harbors Environmental Services	500 Independence Pkwy South	La Porte	TX	77571		
Clean Harbors Environmental Services	2204 Genoa Red Bluff	Houston	TX	77034		
CLM Construction	1542 Crosswinds DR	Bryan	TX	77808	1	1
CLM Equipment Company, Inc.	13727 East I-10	Baytown	TX	77523		
Clyde Vick Logging & Construction	13781 Old Texaco Camp Rd	Conroe	TX	77302		1
CNY Trucking	1314 Cross Valley	Sugarland	TX	77479	1	
Coastal Maintenance	PO Box 1933	Friendswood	TX	77549	1	
Coastal Safety & Environmental, Inc.	900 Anders Ln, Ste. 6	Kemah	TX	77565	1	2
Compacta Construction Inc.	9418 FM 2920	Tomball	TX	77375	1	
Cottonwood Debris Company	5443 Katy Hockley Cut Off	Katy	TX	77493		
Coyote Construction & Trucking	19696 Hastings Rd	Alvin	TX	77511		1
CPHP Ventures	13911 Turning Spring Lane	Houston	TX	77044	1	3
CRG Unlimited	9950 Westpark Ste 290	Houston	TX	77063	1	
Cypress Landscape Serices	3606 7 Mile Rd.	Galveston	TX	77554	1	
D & K Logging	P.O. Box 213	Cleveland	TX	77328	1	
D&A Demolition	426 Croom Dr	Wharton	TX	77488	1	
DFW Texas Builders, Inc.	4820 Pean Street, Unit O	Galveston	TX	77554	1	
Dirt Cheap Mulch Company, Inc.	4460 FM 1960 E	Humble	TX	77346	1	1
Disaster "R" Us	P.O. Box 7615	The Woodlands	TX	77387	1	2
DJ's Trucking	840 TX St. Hwy 62	Buna	TX	77612	1	
Double J Land Clearing & Construction	P.O. Box 7183	Conroe	TX	77306	1	
Dredgit Environmental	701 N. Post Oak, Ste. 350	Houston	TX	77024	1	1
DS Woods Trucking Texas LLC	9711 S Mason Rd Ste 123 #128	Richmond	TX	77407		3
DTK Management	PO Box 2056	Livingston	TX	77351	1	
DTS Disaster Recovery	8218 Deer Lodge	Magnolia	TX	77354	1	
Duty and Daughters, LLC	19901 Southwest Freeway	Sugar Land	TX	77479	1	1
Duty Construction Inc.	1507 Haddon St.	Houston	TX	77006	1	
E & D Contractors LLC	1123 Helena Ave	Nederland	TX	77627		
E Source Holdings, LLC	2300 Hwy 365, Ste 400	Nederland	TX	77627	1	
Earthworx	4229 Spring Stuebner	Spring	TX	77389	1	
Eastex Equipment Services, LLC	1189 Womack Rd.	Apple Springs	TX	75926	1	2
Enviroteck	26623 Each Creek	New Caney	TX	77357	1	1
Ernest Robinson	6309 Park Ave	Texas City	TX	77591		1

2018 Potential Local Texas Subcontractors	Address	City	ST	Zip	smBus	MWBE / HUB/ VET/ SDB
ETLM Group, Inc.	9900 Westpark, Ste. 316	Houston	TX	77063	1	1
Everglades Service Co, LLC	6023 Stewart Rd. #271	Galveston	TX	77551	1	1
Exceptional Tractor Works LLC	P.O. Box 623	Angleton	TX	77516		
F & M Service	P.O. Box 3472	Galveston	TX	77550	1	2
Faulkner Land Clearing	10491 Rutherford Rd	Cleveland	TX	77328		1
FCC Environmental	4415 Green Wood	Baytown	TX	77523		
FireHorse Procurement & Logistics	5177 Richmond Ave Suite 505	Houston	TX	77056	1	
Flamingo Gardens Inc.	814 East 61st. St	Galveston	TX	77551	1	
Fontenot Trucking	3300 15 Street	Port Arthur	Tx	77642		
For Change By Change Construction Svcs	16985 West Forrestal	Montgomery	TX	77316	1	2
Fransisco & Sandra Construction Hauling	5305 Farmer Rd.	Algoa	TX	77511	1	
Freedom Site Services, LLC.	1860 FM 359	Richmond	TX	77406	1	
FSH Services	98 Briar Meadow	Huntsville	TX	77320	1	
Garner Environmental Services	1717 W. 13th St	Deer Park	TX	77536		
Garner Paving & Construction, Ltd.	2123 Ave E	Danbury	TX	77534	1	
Global Disaster Service	11917 Burrell Cemetary Rd	Beaumont	TX	77705		1
Gonzalez Demolition and Dump Truck	11026 Edgebrook Dr	Texas city	TX	77591	1	
Got Junk	11020 Old Katy RD, Ste 202	Houston	TX	77043	1	
Gray Utility Service, LLC	PO Box 2099	Mont Belvieu	TX	77580	1	
Grayburg Lumber	P.O. Box 915	Sour Lake	TX	77659	1	1
Greathouse Construction	805 Gresham RD	Brookshire	TX	77423		1
Green Cares Lawn Care	26822 Prairie Lane	Katy	TX	77494	1	
Gulf Area TruckingCo	1408 WEST HARRIS AVE	PASADENA	TX	77506	1	2
Hagan Services	P.O. Box 350	Hardin	TX	77561	1	
Hartford Marine Services	8025 FM 365	Beaumont	TX	77705		
Herzog Services	12201 Hwy 105	Brenham	TX	77833		
Horizon Concrete, LLC	11250 West RD	Houston	TX	77377	1	
Huffman Contractors, LLC	814 Carriage Lane	Nederland	TX	77627	1	
I.J. Greenworks	PO Box 93	Friendswood	TX	77549	1	1
IGH Contracting Services LLC	10107	Pearland	TX	77084		1
Impekable Trucking	219 Overland Park Dr.	Houston	TX	77049	1	
Industrial Performance Services	1238 Center St	Deer Park	TX	77536	1	
Integrity Trade Services	9001 Airport Blvd. #602	Houston	TX	77062	1	1
Ivy Homes, LLC.	4313 FM 2351, Ste. A	Friendswood	TX	77546	1	
J & K Construction, LLC	12337 Gentry Rd	Beaumont	TX	77713	1	2
J and J Tree Service	21246 Shonnon Cir	Montgomery	TX	77316		2
J. Williams Services, Inc.	PO Box 9799	Huntsville	TX	77340	1	
James Bonds Custom Land Clearing	26050 Brushy Creek Dr.	Hockley	TX	77407	1	
Jason Logan Inc	4903 Fawndale Way	Baytown	TX	77521	1	
JM Construction Clean Up	14900 Westheimer RD, Ste W	Houston	TX	77082		
Joslin Construction	2218 Northpark DR, Suite 200	Kingwood	TX	77339		
Journeys Logistics & Transportation Mgmt.	16231 Charterstone Dr.	Houston	TX	77070	1	1
JRMO Transports	146 Main Bldg 7C	Lamarque	TX	77568	1	
JSI Houston Transfer Station	11028 Cordoba Dr.	Houston	TX	77088		
JTB Services, Inc.	9026 Lambright	Houston	TX	77075		
JTL&S Property Preservation	3115 Palm Island Circle	League City	TX	77573	1	
K & K Construction, Inc.	13757 FM 1097 East	Willis	TX	77378		
K.D. Services	20316 Clyde Rd.	New Caney	TX	77357	1	
Keen Construction, LLC	5495 US Hwy 96 S	Jasper	TX	75951	1	
Kenneth Sealy Trucking	5710 Jackson	Hitchcock	TX	77563		
King Homes	1465 Hwy 96S	Lumberton	TX	77657	1	
Kingsley Constructors, Inc.	1544 Sawdust RD, Ste 200	The Woodlands	TX	77381		
Knight Contracting, Inc.	8902 Crestmont Dr.	Manvel	TX	77578	1	
Kryptonite Builders	2770 Dogwood DR	Beaumont	TX	77703		
L & L General Contractors	11988 FM 365 W	Beaumont	TX	77705	1	2
L6 Partners, LLC	P.O. Box 1435	Anahuac	TX	77514	1	
Lakey, Inc Construction Services	3660 E FM 358	Groveton	TX	75845	1	2
LGM Dirt Works	2535 BRDway St	San Leon	TX	77539	1	
M & M Protection, LLC.	11831 West Fairmont Parkway	LaPorte	TX	77571	1	
M&T Services, LLC.	PO Box 55447	Houston	TX	77255	1	1
Mabe's Hauling	P.O. Box 1242	Santa Fe	TX	77510	1	

2018 Potential Local Texas Subcontractors	Address	City	ST	Zip	smBus	MWBE / HUB/ VET/ SDB
Maga Demolition	1020 Bay Area Blvd Suite 210	Houston	TX	77058	1	
Main Lane Industries, Ltd.	9201 Tavenor Ln	Houston	TX	77075	1	
Managed Response, Inc.	3040 Post Oak Blvd. ,Ste 1240	Houston	TX	77056	1	
Manchester Wright Construction	2801 Post Oak Blvd., Ste 190	Houston	TX	77056		
Master Excavating, LLC.	4575 Simsbrook Dr	Houston	TX	77045		
MC Logging	8165 Hwy 190 West	Woodville	TX	75979	1	
McAnally Construction Co	P.O. Box 550	Shepherd	TX	77371	1	1
McIlvain Enterprises Inc.	P.O. Box 757	Winnie	TX	77665		
Metts Company	20440 Red Oak DR	Cleveland	TX	77328	1	
Mimbres Tree and Debris Hauling, LLC	11459 Queensboro Ct	Montgomery	TX	77316	1	
ML Cruze Investments LP	3347 Frick Rd	Houston	TX	77086	1	
Moyas Cleaning	2002 Holton	Deer Park	TX	77536	1	
MTZ Trucking	P.O. Box 750213	Houston	TX	77275	1	
Native Services, Inc.	P.O. Box 1983	Friendswood	TX	77549	1	
Norman Bell's Concrete	PO Box 1390	Texas City	TX	77592	1	
Norwood Development	P.O. Box 14711	Houston	TX	77021		1
Oakley Construction	22010 Loop 494	New Caney	TX	77357		
Odessa Fluids, LLC	150 CR 20854	Liberty	TX	77575	1	
OFF Duty Services, Inc.	908 Ave D, A100	Katy	TX	77493		
Old School Equipment	25728 Hill & Dale Ave.	Splendora	TX	77372	1	
P & A Environmental Service	2308 W Fairmont Pkwy	Laporte	TX	77571		
Pagan Construction	28040 Etta Oaks Ln	Splendora	TX	77372	1	2
Peninsula Marine, Inc.	P.O. Box 14	Port Bolivar	TX	77650		
Perez Concrete Placers, LLC	2710 Galveston Ave.	Dickinson	TX	77539		
Phoenix Contracting, LLC	2662 County Rd 250	Weimar	TX	78962	1	1
Port Bolivar Management Co.	P.O. Box 95	Port Bolivar	TX	77650	1	
Posik Group, LLC.	17310 Old Richmond Rd.	Sugarland	TX	77498	1	1
Precision Land Clearing	PO Box 802276	Houston	TX	77280	1	
Premiere Services	1350 Arey RD, Box 45	Vidor	TX	77662		
Prime Demolition, LLC.	1120 NASA Pkwy., Ste. 430	Houston	TX	77058		
Primus Security & Consulting	7626 Bobbit Ln	Houston	TX	77055	1	1
Punch Logistics LLC	PO Box 682513	Houston	TX	77268	1	2
Putnam Services, LLC	4404 5th St	Bacliff	TX	77518		
Quality Trucking Services, LLC.	1221 Jayway	Orange	TX	77630	1	
Questar Construction	701 N. Loop 336 E. Ste. 201	Conroe	TX	77301	1	
R & D Environmental Services	1610 Sheldon Rd.	Channelview	TX	77530		3
Rapid Environmental LLC	PO Box 687	Deer Park	TX	77536	1	
Rappid	502 W Montgomery St #412	Willis	TX	77378	1	1
Red Watson Logging, Inc.	P.O. Box 236	Wiergate	TX	75977	1	
Redwine Enterprise, Inc.	201 Valley Forge	Port Arthur	TX	77627	1	2
Resource Environmental Consulting, Inc.	11811 North Freeway, Ste 500	Houston	TX	77060		2
Reytec Construction Resources, Inc.	1901 Hollister St	Houston	TX	77080		1
Rios Trucking Company	7308 New Church Cemetery Rd.	Hearne	TX	77859		
RLN Industries, Inc.	7533 FM 2004	Hitchcock	TX	77563		1
RMG Group, LLC	15503 Juniper Hollow Way	Cypress	TX	77433	1	
Rockworld Int.	1951 S. Pine Lake Rd	Montgomery	TX	77316	1	
Ruckit Transport	1824 Spring St.	Houston	TX	77007	1	
Ruff Corporation	P.O. Box 5458	Sam Rayburn	TX	75951		1
Ryll International	1022 22nd Ave North	Texas City	TX	77590	1	2
Sante Fe Sunrise Construction, LLC.	395 CR 142	Alvin	TX	77511	1	
Shaver Construction & Contracting Svcs	1747 County Rd 249	Jasper	TX	75951		
Solis Trucking	3115 French Rd	Beaumont	TX	77706	1	2
Son-Way Agri. Products	P.O. Box 2505	Conroe	TX	77305		
Southeast Texas CNC	2560 W Hwy 365	Port Arthur	TX	77640	1	
Southwood Valley Turf II, LTD.	3312 State Hwy 6 S.	College Station	TX	77845	1	
Specialized Construction	1120 Ivy Ln	Beaumont	TX	77706	1	
Steel Interests Group, LLC	P.O. Box 750906	Houston	TX	77275	1	1
Strayhorn Trucking & Construction, LLC.	P.O. Box 1179	Crystal Beach	TX	77650	1	
Streams Construction	5214-D Eigel St	Houston	TX	77007	1	
Sun Coast Resources, Inc.	6922 Cavalcade St, Bldg 1	Houston	TX	77026		1
Sun Packing, Inc.	10077 Wallisville Rd	Houston	TX	77013	1	

2018 Potential Local Texas Subcontractors	Address	City	ST	Zip	smBus	MWBE / HUB/ VET/ SDB
Sunbelt Construction	9750 Tanner RD	Houston	TX	77041		
Take Dirt Hauling	6513 Garvet Ave	Port Arthur	TX	77640	1	1
Thomas' Tractor Works	17114 Mustang Ln	New Caney	TX	77357	1	
Tinys Timber	1818 IH 10	Weimar	TX	78692	1	
TMG	2951 Marina Bay DR	League City	TX	77573	1	3
TORKE, LLC	5803 Vestavia	Houston	TX	77069	1	
TP Equipment Services	10733 Hwy 321	Dayton	TX	77535	1	
Traylor Bros., Inc.	P.O. Box 16257	Galveston	TX	77552		
Turner Construction	P.O. Box 506	Anahauc	TX	77514	1	
Turner Paving and Construction Inc.	10610 Tower Oaks Blvd.	Houston	TX	77070	1	1
Unique Plumbing, Inc.	1414 S. Frazier # 108	Conroe	TX	77301	1	1
United Civil Services, LLC	P.O. Box 131486	Houston	TX	77219	1	1
UPI Builders LLC	5008 Fuqua St	Houston	TX	77048	1	
Velez Trucking Inc.	6623 Brightonfern Ln	Houston	TX	77049	1	2
Vernor Material & Equipment	435 Commerce St	Freeport	TX	77541	1	
W.T. Byler Company, Inc.	15203 Lillja RD	Houston	TX	77060		
Walker's Electric Company	1520 Park Street	Beaumont	TX	77701	1	
Warr Construction, Inc.	2931A Brundrett Rd	Simonton	TX	77476	1	
WWF Contractors	5850 San Felipe #500	Houston	TX	77057	1	1
X2 Services	6815 CR 42	Rosharon	TX	77583	1	
GMI Construction	24980 Blackburn	Slendora	TX	77372	1	1
Turman Contracting	486 Rockdale W	Rockdale	TX	76567		
United States Storm Recovery	723 Main St Ste 703	Houston	TX	77002	1	1

K. Provide a listing of current and possible future commitments in Texas in regards to other debris removal and disposal contracts with a detailed explanation of how the firm will manage multiple contracts in the event of a regional or statewide disaster. Include in the narrative the firm's ability to respond to the County of Hidalgo with the full force of manpower committed in its proposal.

Current Contracts in the State of Texas

TEXAS					
Alvin (City)	2011-2021	Aransas Co.	2016-2021	Baytown (City)	2017-2020
Bayou Vista (City)	2018-2023	Bell Co.	2017-2022	Clute (City)	2017-2022
Corpus Christi (City)	2018-2021	Deer Park (City)	2016-2019	DeSoto Co.	2016-2021
Dickinson (City)	2019-2022	El Campo (City)	2014-2024	Friendswood (City)	2018-2022
Galveston Co.	2017-2022	Jasper Co.	2016-2023	Jones Creek (Village)	2012-2022
Lake Jackson (City)	2017-2022	League City	2018-2022	Liberty Co.	2017-2022
Montgomery Co.	2017-2023	Nassau Bay (City)	2010-2020	Newton Co.	2016-2021
Nueces Co.	2016-2021	Port Arthur (City)	2018-2019	Richardson (City)	2016-2026
Rowlett (City)	2016-2021	Sugar Land (City)	2018-2021	Tarrant County	2018-2021
Trinity Bay Conservation District	2018-2023	University Park (City)	2016-2021	Webster (City)	2015-2025

Contract Management - Ability to Handle Multiple Contracts

L Item 3. Multiple Contracts

CrowderGulf has a proven track record of simultaneously managing multiple contracts and many specialty debris projects such as waterway debris removal and demolition. CrowderGulf has at its disposal an extensive inventory of company-owned equipment coupled with a large pool of dedicated subcontractors to complete any project, large or small.

The Summary Table below provides a snapshot of CrowderGulf's disaster-related work experience. It reflects the Company's ability to successfully complete multiple simultaneous disaster projects by providing the personnel and equipment resources needed, regardless of size, location, number of active projects, or the nature and severity of the disaster.

Over 98% of the 403 disaster projects listed in the table below were the result of pre-event contracts that were activated after a disaster. CrowderGulf successfully provided every Client all documentation FEMA required for Client to receive reimbursement.

SUMMARY TABLE OF SIMULTANEOUS DISASTER DEBRIS PROJECTS

Year	Hurricane	# of DMS Managed	Simultaneous Contract Activations	Approx. CY	Invoice Amt
2018	*Hurricane Michael*	24	10	10,000,000+	$148,720,492+
2018	*Hurricane Florence*	10	18	1,533,575+	$28,384,783+
2017	*Hurricane Nate*	1	3	110,000 CY	$1,549,118
2017	*Hurricane Irma*	91	64	11,850,445 CY	$180,937,263
2017	*Hurricane Harvey*	15	27	6,371,922 CY	$86,676,080
2016	*Hurricane Matthew*	32	39	5,675,560 CY	$82,267,725
2016	*Hurricane Hermine (2 Activations)*	3	2	401,366 CY	$9,080,715
2016	*Severe Storms, (Ice, Flood & Tornados)*	1	12	648,612 CY	$9,153,193
2015	*Severe Storms, (Ice, Flood & Tornados)*	0	15	109,578 CY	$2,311,844
2014	*Ice Storms Pax & Ulysses, Severe Storms (Flood & Tornados)*	5	14	669,314 CY	$9,866,559
2012	*Sandy*	1	4	727,194 CY	$57,805,734
2012	*Isaac*	3	9	245,799 CY	$2,821,936
2011	*Irene*	13	31	1,673,821 CY	$14,754,641
2008	*Ike*	27	36	16,933,904 CY	$178,318,425
2005	*Dennis, Katrina, Rita, and Wilma*	41	67	19,441,656 CY	$279,764,959
2004	*Charley, Frances, Ivan, Jeanne*	61	36	16,800,678 CY	$292,426,233
2003	*Isabel*	19	16	5,447,815 CY	$66,344,733

Our ability to successfully manage multiple contracts is demonstrated in the following excerpts of our past experience following major natural disasters:

Past Experience

For all activations, CrowderGulf Management teams have been led by experienced and knowledgeable personnel well-versed in FEMA regulations, including eligible work, funding and reimbursement requirements. Several of CrowderGulf's personnel have held emergency management positions both locally, as well as state and federal positions. These individuals provide updates and training to CrowderGulf staff on a regular basis. Details of personnel qualifications are provided in the **Key Personnel Section** of this proposal. The best way to demonstrate the qualifications, knowledge, and experience of CrowderGulf is to provide summaries of past performance and references to support our work, which we have provided below. CrowderGulf's ability to successfully manage multiple contracts, within client timelines and FEMA guidelines, is highlighted in the following excerpts of past experience following major natural disasters. A Summary Chart is included at the end of each year's work that shows the varied scopes of work that were completed.

2018 Hurricanes Florence and Michael

Hurricane Florence

Hurricane Florence, a powerful and deadly Category 1 Hurricane took aim at the North Carolina coastline in September, 2018. This deadly hurricane claimed 55 lives as it swept across the state. Hurricane Florence brought devastating rainfall accumulations which caused flooding not only to the large stretch of coastline but also created widespread inland flooding. Many of the state's major rivers and tributaries reached record level height as 30+ inches of rainfall drenched the area and closed major interstates and roadways for weeks.

CrowderGulf was activated on 18 pre-event contracts across the state of North Carolina which involved the removal and reduction of over 2.1 million cubic yards of debris, the removal of approximately 50,000 leaners and hangers and the management and maintenance of 16 debris management sites. In addition, CrowderGulf provided sand and beach restoration to North Top Sail Beach, Oak Island and Bald Head Island.

While working in North Carolina, CrowderGulf experienced contract requirements which presented their own unique challenges. Damage assessments were hampered by non-reseeding floodwaters causing the closure of many roads and isolating communities. CrowderGulf assisted communities with damage assessment by providing drone flyovers into flooded areas and working with local officials to identify alternate debris management sites not affected by floodwaters.

The community of Bald Head Island had its own set of unique challenges. Bald Head Island is an island off the coast of North Carolina separated from the mainland by the Cape Fear River, accessible only by ferry boat. The challenge of this contract involved the access of equipment to the island and the means of disposal of storm generated debris. CrowderGulf worked with Bald Head Island to provide the debris collection and disposal services by setting up a debris reduction site on the island for the vegetative debris. At the vegetative debris site all material was reduced to mulch and then given back to the residents and local landscape businesses for residential use. CrowderGulf secured barges to transport the remaining materials, which included C&D and Household Hazardous Waste (HHW), across the Cape Fear River to final disposal sites. While contracts such as this one can present special challenges, so does the addition of another land falling hurricane.

Rising to the Challenge - During the Florence activation, the Florida Panhandle experienced the devastation of Hurricane Michael, a category IV storm. CrowderGulf had eleven additional contracts activated making a total of twenty nine simultaneous activated contracts. During the 2017 Hurricane season, CrowderGulf experienced the same scenario involving multiple contract activations which led our team to revisit and revise our level of response. Following our 2017 - 2018 activation assessment, CrowderGulf worked diligently to enhance our program. We provided **additional training to project managers and team members across seven states**, solidified relationships with subcontract resources nationwide and revised plans and procedures for faster response to our clients and improved documentation protocols.

During the 2018 activation, our company stood strong and we were ready. We provided each contract activation with an experienced project management team that remained with the assignment from start until finished. We provided each client with the needed assets, both personnel and equipment to successfully meet all contractual obligations within the specified time to include safety, quality assurance and documentation personnel.

CrowderGulf responded to Florida with urgency, providing each Florida Client with their own trained Project Management team. CrowderGulf did not downsize equipment and personnel in North Carolina to respond to Florida, **we doubled and in some cases tripled our equipment resources in our North Carolina contract activations** to re-assure our North Carolina clients that we would finish their projects strong and successfully. We responded to our Florida clients with full resources and had damage assessment **personnel on the ground within two hours of the storms passing. CrowderGulf provided personnel, drones and helicopters for damage assessment and brought in our own professional videographer to capture storm damage and the debris removal process.**

Hurricane Michael

Hurricane Michael plowed into the Florida Panhandle on October 10 as a major Hurricane. It is the first Category 4 storm on record to hit the Florida Panhandle. Tropical storm-force-winds extended more than 320 miles from the center, devastating the entire region.

CrowderGulf holds many pre-event contracts within the area so our Director of Operations and Florida Regional Manager were on the ground performing damage assessment within 2 hours of the storms passing. Immediately our team mobilized hauling units to begin right-of-way (ROW) debris operations. From October 12-January 12, 2019, CrowderGulf removed, processed, reduced and disposed of approximately **7.6 Million Cubic Yards** of vegetative and construction/demolition debris at 26 Debris Management Sites and 13 Final Disposal Facilities.

More than 83,000 hazardous trees have had falling hangers and leaners, and those limbs were cut to restore safe passage. Ongoing CrowderGulf operations in within the State of Florida will also include the removal of construction and demolition debris, white goods, e-waste, household hazardous waste (HHW), hazardous stumps, demolition of structures and Private Property Debris Removal (PPDR).

2018-2019 Projects and Tasks Scope of Work Table will be provided at the conclusion of all work performed.

2017 Hurricanes Harvey & Irma

The 2017 Hurricane Season was extremely challenging as Hurricane Harvey caused extensive damage to the Texas Coast and two weeks later Hurricane Irma impacted the Florida Keys and stretched all the way to South and North Carolina.

In Texas, CrowderGulf had 27 contracts activated and debris removal operations were in full swing. Then Hurricane Irma visited Florida, leaving behind great damage and devastation. As a result, CrowderGulf's resources had to be quickly expanded and adjusted to accommodate 64 clients in Florida. While the usual initial chaos and stress for everyone after a disaster was present, CrowderGulf focused on serving all affected clients in both states as quickly and efficiently as possible. As a result, all jobs were finished

Hurricane Harvey

Texas - On August 25, 2017, Hurricane Harvey, one of the strongest hurricanes to hit the United States since 2005, made landfall as a Category 4 Hurricane in Rockport, Texas. The maximum winds were 130 mph as it churned its way through Aransas County. As the storm continued to make its way along the eastern edge of the Texas coastline, additional impacts of storm surge and inland flooding affected numerous areas. The Houston metropolitan area observed between 30 and 60.5 inches of rain from this historic tropical system. Harvey destroyed 9,000 homes and damaged an additional 185,000 dwellings. CrowderGulf had 27 Texas County and Municipal contracts activated during this event and managed 25 Debris Management Sites (DMS), resulting in approximately **5 MILLION CUBIC YARDS** of debris being removed from ROW or ROE.

> **"I would like to thank you and your staff for the outstanding service provided to the County in 2017 due to Hurricane Irma"**
>
> ***Russell A. Rowland, Assistant to County Administrator, Okeechobee County***

Hurricane Irma

Florida - On September 10, 2017, Hurricane Irma made two landfalls in the State of Florida. The first landfall was recorded in Cudjoe Key, Florida, with winds of 130 mph. The second landfall occurred in Naples, Florida, with sustained winds of 115 mph. This large hurricane impacted all of Florida as it moved north, causing 67 counties to be declared for FEMA Public Assistance. In response, CrowderGulf had 65 contract activations and managed 92 DMS in Florida while simultaneously managing 26 contract activations that occurred in August in the State of Texas, following Hurricane Harvey. Clean up included the removal of over **7 MILLION CUBIC YARDS** of debris and resulting in costs of over **100 MILLION DOLLARS**.

2017 Hurricane Harvey & Irma Projects and Tasks												
91 Total Clients	Number of Clients in 2017 Hurricane Harvey & Irma Utilizing Task											
Contract Amt	PUSH Ops	ROW Hauling	Private Rds Hauling	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	E-waste	HHW	ADMS Utilized	Waterway Debris
$281,720,975	7	91	15	49	91	36	12	18	15	15	79	2

2016 Hurricane Matthew

Georgia - On October 7th, 2016, Hurricane Matthew began its devastating impacts on thirteen Counties in Georgia. CrowderGulf's debris contracts were activated the following week in Liberty County (serving the County and the Cities of Hinesville, Midway and Riceboro) as well as two contract activations in Chatham County. The storm left over 182,460 cubic yards of vegetative storm debris, 2,055 leaners and hangers, 727 stumps and 75 tons of C&D to be removed, reduced (by air curtain incineration) and disposed in Liberty County.

During our kick-off meeting, CrowderGulf was made aware the County elected to participate in the Public Assistance Pilot Program for expedited debris removal. CrowderGulf immediately began ramping up resources to successfully remove, reduce and dispose all debris within the given timeframe established by the County. Invoicing for the County was submitted in 30 day increments and supported by daily progress reports by both CrowderGulf and the monitoring Company. This close working relationship made participation in the **Pilot Program successful** for the County. The total project cost for Liberty County was $1,736,692.

In Chatham County, the municipalities of Port Wentworth, Thunderbolt and Garden City activated their pre-event contracts with CrowderGulf. Port Wentworth recovered over 6,282 cubic yards of vegetative debris and removed 952 leaners and hangers while Garden City had 33,580 cubic yards of debris removed. Thunderbolt recovered 9,896 cubic yards of vegetative debris. All three municipalities reduced their debris by mulching/chipping. Three Georgia contracts were monitored by Tetra Tech and one was monitored by Witt O'Briens. All were completed in less than 90 days. The total project cost for Port Wentworth was approximately $84,000, Thunderbolt was approximately $108,700 and Garden City totaled $365,490.

Florida - Following Hurricane Matthew impacting the east coast of Florida, CrowderGulf received 13 Florida contract activations from Counties and cities as far south as Martin County and as far north as Duval County. Utilizing 18 Project Managers, and numerous field supervisors and equipment assets, CrowderGulf removed over 1,695,743 cubic yards of debris and managed 13 debris management site locations. CrowderGulf forces were tasked with the removal of vegetative debris, C&D, leaners, hangers and stumps, and collection and disposal of white goods. Reduction was performed by burning, grinding and mulching debris. Additional contract activations where received by the Florida Department of Environmental Protection (FDEP) in Duval, Clay, St John's, Brevard, Volusia and Nassau Counties for Waterway Debris Removal. Costs for the recovery efforts in Florida were $30,358,208.

South Carolina - CrowderGulf was activated by Hilton Head Island (HHI) on October 7, 2016. CrowderGulf supplied over 125 pieces of equipment which included 6 grinders and a Trammel screen plus an additional 300+ personnel to assist with the HHI's 12 communities with recovery operations. Reduction operations consisted of chipping and mulching at both Debris Management Site locations. CrowderGulf removed, reduced and disposed 2,989,342 cubic yards of vegetative debris and removed 42,058 hangers 5,301 leaners and 10,693 Cubic Yards of C&D material and managed 2 debris management site locations on the island for a total project cost of $33,693,545.

Having worked in 2015 for the SCDOT to recover Richland and Lexington Counties from severe flooding, CrowderGulf was once again activated to aid Darlington, Florence and Sumter Counties with Hurricane Matthew debris removal. The SCDOT tasked CrowderGulf with removing debris on the right of way and hazardous leaners, hangers and stumps. CrowderGulf was responsibile for debris removal from the follwoing roads throughout the Counties:

State Maintained Roads	County Maintained Roads	City Maintained Roads
Darlington County	Florence County	City of Sumter
Florence County	Sumter County	
Sumter County		

CrowderGulf quickly mobilized forces and hired local companies to begin the debris removal. CrowderGulf set up 7 Debris Managemnt Sites and reduced the debris by grinding. All of the mulch from reduction by grinding was hauled to mulch recycling facilities and papermills in the areas. None of the debris was hauled to any landfill which resulted in significant cost saving to the SCDOT from not paying landfill tipping fees. Overall, CrowderGulf removed and reduced over 500,000 cubic yards of debris in less than 90 days.

2016 Hurricane Matthew Projects and Tasks											
39 Total Clients	Number of Clients in 2016 Hurricane Matthew Utilizing Task										
Contract Amt	PUSH Ops	ROW Hauling	Private Rds Hauling	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	ADMS Utilized	Waterway Debris	Special Projects
$82,267,725	8	33	3	24	33	12	6	2	18	1	5

2016 Floods & Storms

Texas Tornado – Starting in late December 2015, Severe Storms made their way through Texas (FEMA-4255-DR-TX) causing flooding and tornados. Our fist activation of the year was requested by Rowlett, TX. A tornado ripped through the town causing C&D debris to be scattered in its path. Over 70,000 cubic yards of debris was collected and disposed after this event. CrowderGulf was also tasked to remove and dispose of 140 white goods and 49 e-waste debris. It took 37 days to complete the project under the City's management. CrowderGulf also worked with the monitoring firm True North during this project. The total cost of this project was $680,036.

Ice Storms – Late January, Virginia was the target for a winter storm (FEMA-4262-DR-VA). Approximately 16,000 cubic yards of vegetative, C&D and stump debris was collected, transported and disposed from the ROW in Essex County, VA due to this winter storm. The project was completed in 20 days and involved CrowderGulf working with the County, Virginia Peninsulas Public Service Authority (VPPSA) and the monitoring firm Rostan Solutions (aka Arcadis). The total cost of this project was $138,739.

Louisiana Storms – Louisiana received their share of severe storms and flooding (FEMA-4263-DR-LA) in March. CrowderGulf was activated by St. John the Baptist Parish and Ouachita Parish. St. John the Baptist Parish relied on volunteers and its citizens to help in the recovery. The Parish requested that CrowderGulf only provide portable showers and restrooms for the volunteers and citizens.

Ouachita Parish, LA activated CrowderGulf at the end of March. After 53 days, CrowderGulf had removed and disposed of over 32,000 cubic yards of debris, 18 white goods, 105 Tires and 370 pieces of e-waste. In some areas, water had to recede before hauling could begin. The project total cost was $397,774.

Second Round of Storms in Texas – In March, Texas received another round of storms, tornados and flooding (FEMA-4266-DR-TX). CrowderGulf was activated by Montgomery County, Newton County and Waller County.

Montgomery County tasked CrowderGulf with removing and disposing of vegetative debris and C&D debris. Just over 19,000 cubic yards of debris was removed in 21 days. Along with working with the County, CrowderGulf also teamed with the monitoring firm Tetra Tech. The total cost of the project was $288,408.

Newton County Activated CrowderGulf near the beginning of April. Newton County was experiencing flooding and CrowderGulf was tasked with the removal and disposal of over 37,000 cubic yards of C&D debris. There were also 418 pieces of white goods removed and disposed of during the project. CrowderGulf has worked with their monitoring firm, Thompson consulting on the project. The total cost for this project was $349,990.

Waller County was also affected by the storms with flooding and straight lined winds. CrowderGulf was activated to remove a small amount of vegetative and C&D debris. Just over 1,000 cubic yards of debris was removed and disposed of in 7 days. Along with working with the County, CrowderGulf also teamed with the monitoring firm Tetra Tech. The total cost of the project was $19,674.

Third Round of Storms in Texas – In April another round of severe storms and flooding hit Texas (FEMA-4269-DR-TX). CrowderGulf was once again activated in Montgomery and Waller Counties. CrowderGulf worked in these counties with the same tasks as with the previous storm.

Montgomery County accumulated an additional 39,079 cubic yards of debris on this round of storms that was managed by CrowderGulf. The total cost for this project was $520,549.

Waller County accumulated an additional 1,183 cubic yards of debris on this round of storms that was managed by CrowderGulf. The total cost for this project was $18,402.

CrowderGulf was also activated in Brazoria County, TX. To date, CrowderGulf has removed approximately 19,202 cubic yards of C&D debris. The debris is being hauled to a final disposal facility and is being monitored by Tetra Tech. The cost of the project so far is estimated at $301,984.

Along with the other Texas Counties, the contract for debris removal services has also been activated by the Texas General Land Office for the cleanup efforts on 20 miles of Brazoria County's beaches. CrowderGulf worked closely with their monitoring firm, Tetra Tech, on this project with over 6,000 cubic yards of vegetative debris being removed and disposed. The total cost of this project was $397,252.

In August, Louisiana experienced storms that caused severe flooding. CrowderGulf was awarded a contract for debris removal in Central, LA in East Baton Rouge Parish. Among the debris hauled were C&D and HHW. CrowderGulf worked closely with the City's debris monitor, Debris Tech who is using their ADMS system. The final project total was: $5,486,871 and our team removed and disposed of 324,951 cubic yards.

2015 Floods & Storms

Ice Storms - Early in 2015 the City of Raleigh activated the Pre-Event Contract and called on CrowderGulf to support debris removal operations within the City. The operation consisted of debris pickup from rights-of-way. CrowderGulf removed approximately 30,000 cubic yards of debris during the week long project.

Texas Flooding - In June of 2015, CrowderGulf was activated by Blanco County for debris removal operations after severe storms came through the County. Vegetative and C&D debris was collected and hauled directly to a landfill.

South Carolina Flooding - In early October 2015, a cold front with widespread heavy rain moved southeast across the Carolinas and interacted with Hurricane Joaquin to produce record breaking rains throughout the region. Rainfall across parts of South Carolina reached 500-year event levels, with areas within Richland County, SC experiencing 1-in-1,000 year levels. The record breaking rainfall overwhelmed the Midlands causing severe flooding, power outages, dam breaches, road washouts and bridge collapses.

On October 7, 2015, the South Carolina Department of Transportation (SCDOT), activated the CrowderGulf Pre-event Contract for *Disaster Recovery Assistance following a Declared Disaster*, to remove and dispose of flood debris from State maintained roads within Richland and Lexington County, SC. Soon thereafter, both Richland and Lexington County executed Memorandums of Understanding (MOU) with the SCDOT to enable CrowderGulf to also remove and dispose of flood generated debris from County maintained roads. CrowderGulf immediately mobilized forces and began debris removal operations simultaneously in both Counties. Over the next few weeks, CrowderGulf hauled the flood related debris, inclusive of demolished house debris, damaged furniture and possessions, electronic waste, appliances, white goods (washers, dryers, refrigerators, etc.) and household hazardous waste (HHW) to the local landfills. Overall CrowderGulf removed and disposed of over 33,000 cubic yards of debris, 20,000 pounds of HHW, 300 White Goods and 400 Electronic Goods. The majority of the above operations were completed within the first 30 days of the FEMA incident period to aid the State and Counties in applying for 85% reimbursement from the Federal Emergency Management Agency (FEMA).

Texas Tornados - In November of 2015, the City of Friendswood, TX experienced damages from a tornado that devastated several neighborhoods. CrowderGulf responded quickly to remove and dispose of the 8,700 cubic yards of debris.

2015 Storms Projects and Tasks

15 Total Clients	Number of Clients in 2015 Storms Utilizing Task							
Contract Amt	ROW Hauling	Debris Reduction	Debris Disposal	White Goods/ Ewaste	HHW	Wet Debris	Sand/ Beach Work	Special Projects
$2,727,109	**9**	**1**	**12**	**1**	**1**	**5**	**1**	**8**

2014 Storms

Severe Flooding Event for the States of Alabama and Florida - Following 18-22 inches of rainfall in the States of Alabama and Florida coupled with tornados across the State of Alabama in April, CrowderGulf was activated by **eight** Alabama Contracts (Baldwin, Blount, DeKalb and Limestone Counties, and the Cities of Orange Beach, and Perdido Beach as well as the Alabama Department of Conservation and Natural Resources and Alabama Department of Transportation) and **two** Florida Contracts (Escambia and Walton Counties). The debris services included emergency debris removal and reduction of over **280,000** cubic yards of debris. It also involved managing citizen drop sites, removing over **600** leaning trees and hanging limbs from over **1000** trees, removing over 150 hazardous stumps, clearing storm debris from beaches, providing pumping stations for flooded areas, and removing drift debris from rivers. **The total event** utilized 10 subcontractors, 54 trucks including certified trailers (all averaging around 54 cubic yards capacity). Twelve tree crews and several more crews doing specialized tasks were used and all managed by CrowderGulf.

Ice Storms Pax and Ulysses - These February, 2014 ice storms produced primarily tree damage. CrowderGulf had **three** pre-event contracts activated as a result of these storms.

In both Berkeley County, SC, and Dorchester County, SC, CrowderGulf performed ROW debris removal, reduction, and final disposal of vegetative debris. CrowderGulf was also tasked with the removal of leaning trees and hanging limbs in both South Carolina counties. Hanging limbs were removed from over **30,000** trees from both counties and over **277,000** cubic yards of vegetative debris removed. All work in both counties was completed in a little over two months.

The third contract activated was Greensboro, NC, for debris removal. Work was completed in Greensboro in approximately **45** days and **13,510** tons of debris removed.

During these three projects, CrowderGulf managed 26 tree crews from 18 subcontractors to complete the work. Over 123 trucks were certified and hauled debris, including certified trailers (averaging approximately 67 cubic yards capacity).

2014 Storms Projects and Tasks										
13 Total Clients	Number of Clients in 2014 Storms Utilizing Task									
Contract Amt	ROW Hauling	Debris Reduction	Debris Disposal	Burn	Grind	L&H	Stump Work	Wet Debris	Sand/ Beach Work	Special Projects
$9,866,559	9	5	10	1	3	5	3	2	1	1

2012 Tropical Storms Beryl and Debby; Hurricanes Isaac and Sandy

Tropical Storms Beryl and Debby - Following two early season tropical storms, CrowderGulf was activated for debris removal in Nassau County, FL; Polk County, FL; and the Town of Fort Myers Beach, FL. The work consisted of hauling and reducing vegetative debris and cleaning and restoring beaches.

Hurricane Isaac - CrowderGulf had **nine** contracts activated across **three** states. Our work ranged from providing emergency "Push" operations in Key West, FL, sand removal and sand screening for the Town of Dauphin Island, AL, to debris removal and reduction, providing generators and removal of hazardous leaners and hangers.

Hurricane Sandy – This late season storm at the end of October affected the entire Eastern Seaboard from Florida to the New England states. By far, the greatest damage was inflicted on the New York and New Jersey coasts.

As part of the "Superstorm Sandy" cleanup, the State of New Jersey Department of Environmental Protection (NJDEP) awarded three waterway contracts in January, 2013. CrowderGulf was awarded the central coast of New Jersey where **the worst damage occurred**. In this area, the ocean surged over the densely populated chain of barrier islands and into Barnegat Bay causing massive destruction to the homes in its path. As a result, debris, sand, and multiple homes were washed into the Bay. Some homes were left almost intact while others were torn apart and strewn across the Bay waters.

CrowderGulf was tasked with removing all storm related debris from the Bay and all tributaries in the central region of New Jersey, including wetlands and salt marshes. Submerged debris required using side scan sonar to locate and document the submerged storm debris. CrowderGulf conducted side scan sonar, evaluated the results, and then directed crews to remove the identified debris. **Over 100,000 cubic yards of submerged and floating debris were removed**.

Crews completed the removal of eligible floating and submerged debris in approximately eight months. Part of this operation was the management of the aggregate site for the vessels and vehicles removed from the waterways, which included **6** vehicles and **117** vessels. The total project value for this contract with the NJDEP was **over $57,000,000.**

The Sandy waterway project in New Jersey presented several unique situations such as the requirement that no waterway debris could touch the ground. The debris had to be off-loaded directly into a debris hauling truck and taken to the final disposal site. CrowderGulf had to secure several off-loads sites and each site had to be approved by the NJDEP. Both public and private sites were identified and all necessary documentation secured before any site was used.

Besides removing eligible submerged debris, four large homes that were pushed into Barnegat Bay had to be demolished and removed. This was a slow and careful process conducted on the water using long-reach track hoes with grapples on barges to take the houses apart and load the debris onto debris barges. The house debris was taken to the off-load site and loaded into the hauling trucks for disposal.

The tremendous amount of debris that was deposited in the wetlands and salt marshes presented another unique situation. CrowderGulf was tasked with removing the eligible debris while ensuring minimal disturbance to these areas. CrowderGulf used specialized low ground pressure amphibious equipment to minimize further damage to the sensitive areas. In addition, all work was scheduled to accommodate the endangered/protected species in the region. Another unique aspect of this contract was the removal of over 300,000 cubic yards of displaced sediment that Sandy washed into Barnegat Bay. The operation involved mechanical dredging, hydrographic surveying, staging the dredged sediment for drying, screening the sediment, replacing beach quality sand on the ocean side, and hauling the remainder of the sediment and debris to a certified disposal site.

As a result, over **320,000** cubic yards of displaced sediment were dredged from the Bay areas and over 100,000 cubic yards of sediment were screened and returned to beach quality sand. The documentation for this part of the Sandy project required a combination of measures be implemented to document the dredged sediment. Pre- and post-hydrographic surveys were used in measuring the dredging that was done. The dirty and screened sediment, and resulting debris, were measured by truck loads and documented using cubic yards and truck load tickets.

CrowderGulf is the most experienced contractor in waterway disaster debris removal. During this project, several of our documentation methods and procedures were adopted and used as a model for the other two companies working under this contract.

Other projects, as a result of Hurricane Sandy, included activation by two coastal towns, one in Florida and the other in North Carolina. In November, 2012, CrowderGulf hauled and removed vegetative and C&D debris for Kitty Hawk, NC, and provided sand removal operations for roadways in Ft. Lauderdale, FL. These contracts resulted in the removal of over **274,725** cubic yards of debris at a cost of **$3,016,226**.

Overall, during the 2012 season of two tropical storms and two hurricanes, CrowderGulf managed 15 subcontractors, which included 274 trucks, 3 tree crews, and multiple boat crews, side scan sonar crews, dredging and hydrographic surveying crews.

2012 Tropical Storm Beryl & Debby; Hurricanes Isaac & Sandy Projects and Tasks												
15 Total Clients	Number of Clients in Tropical Storms Beryl & Debby; Hurricanes Isaac & Sandy Utilizing Task											
Contract Amt	Push	ROW Hauling	Debris Reduction	Debris Disposal	Grind	Vessel/ Vehicle Removal	L&H	Wet Debris	Side Scan Sonar	Sand/ Beach Work	Special Projects	Generators
$60,769,355	1	7	3	8	3	2	1	1	1	8	6	1

2011 Hurricane Irene

Following Hurricane Irene in 2011, CrowderGulf was activated for debris removal, reduction and disposal contracts by **20 municipalities in North Carolina and four municipalities in Virginia.** We were also awarded **six contracts with the North Carolina Department of Transportation (NCDOT) to remove debris from DOT roads in 13 counties.** During these activations we developed, managed and restored **13 temporary DMSs** and removed over **1.5 million cubic yards of debris**, for a total cost of **$14,754,641.**

The work in North Carolina and Virginia primarily involved **ROW debris removal, reduction and disposal of both C&D and vegetative debris.** These contracts ranged from work that required no more than two trucks and one day of work, to sixty trucks and over three months work. Some towns had less than **5,000** cubic yards of debris removed while others had over **100,000** cubic yards. Regardless of the amount of debris, size or location, CrowderGulf provided immediate and effective debris removal to all clients.

During Hurricane Irene recovery, CrowderGulf worked with **four different monitoring firms** while managing **527 trucks from approximately 50 subcontractors.**

2011 Hurricane Irene Projects and Tasks											
25 Total Clients	Number of Clients in Hurricane Irene Utilizing Task										
Contract Amt.	Tonnage	ROW Hauling	Debris Reduction	Debris Disposal	Stump Work	Burn ACI	Grind	HHW	L&H	Monitoring Co	Special Projects
$14,384,727	**3**	**20**	**16**	**20**	**5**	**9**	**6**	**1**	**2**	**11**	**5**

Throughout the Hurricane Irene work, CrowderGulf was also working along the Alabama Gulf Coast on the BP Deepwater Horizon oil spill cleanup.

2010 BP Deepwater Horizon Oil Spill

On April 20, 2010, the BP Deepwater Horizon oil spill occurred, eventually leaking an estimated **4.9 million** barrels of oil into the Gulf of Mexico. From the beginning, CrowderGulf played a role in the cleanup, responding first to the needs of our pre-event clients. Throughout this project, the CrowderGulf management team and crews worked hand in hand with local, state, federal agencies and municipalities as well as with BP management and BP Safety, Quality Assurance and Quality Control personnel to safely and efficiently complete the project.

In all efforts, CrowderGulf complied with all laws, rules and regulations designed to protect the environment and wildlife habitats. In every aspect of the project, CrowderGulf remained sensitive to public concerns and requests. After September, 2010, CrowderGulf was primarily involved in on-shore cleanup using hand crews and power screening. This operation included simultaneously managing five field offices in two counties. At the height of the response, work at these five sites involved the employment of over **1,200 people** and approximately **700 pieces of equipment** to clean Alabama beaches. In approximately five months, CrowderGulf screened the entire Alabama coast from the toe of the dunes to ten feet above the rack line. This required the coordination of **over 160 pieces of heavy equipment**, including **40 one-ton off-road trucks and JD-330 size excavators** with operators. Approximately **7 billion pounds** of sand was screened and over **3 million pounds of hydrocarbon** material was recovered from the beaches in both counties.

CrowderGulf also provided services to several pre-event contract clients along the Gulf Coast that were directly affected by the Deep Horizon oil spill.

Other types of operations we conducted in response to the Oil Spill include:

Work Performed	Location	Purpose of Work
Berm Construction	Dauphin Island, AL	Prevent oil from reaching beach areas
Lagoon Pass Dredging to close opening to Gulf	Gulf Shores, AL	To protect lagoon from oil contamination
Back Bay Skimming	Orange Beach, AL	Provided boats and skimmers to patrol back bay waters in an effort to remove oil sheen
Boom Placement	Baldwin County	Prevent oil from coming ashore and protection of wetlands
Anchor Retrieval	Alabama Gulf Coast Ways	Locate by side scan sonar and retrieve boom anchors abandoned by other contractors
Gabian Basket Removal	Dauphin Island/Fort Morgan	Removed from Surf Line

2008 Hurricane Ike

After Hurricane Ike in 2008, CrowderGulf managed **36 contracts** and removed, reduced and disposed of approximately **17 million cubic yards of debris**. During these activations, we developed, **managed and restored 27 temporary DMSs.** The total cost for these contracts was approximately **$180,000,000.** This operation included Right-of-Way (ROW) and Right-of-Entry (ROE) debris removal, reduction and disposal, demolition, leaning trees and hanging limbs removal and disposal, stump removal and disposal, removal and proper disposal of white goods, e-goods, tires, hazardous household materials and abandoned vehicles and vessels, marine debris removal and disposal, and beach cleaning and sand screening.

Hurricane Ike did the most damage in Texas and, as a result, CrowderGulf had pre-event contracts activated in **five counties and 23 cities in that state.** Two days before Hurricane Ike made landfall, CrowderGulf's management team was on-site in Texas and communicating with the counties and cities in preparation to begin immediate response and recovery efforts for debris removal. Immediately after the storm, CrowderGulf's management team and subcontractors were in place to begin the cleanup in affected areas of Texas.

Throughout the recovery process, the same CrowderGulf senior management personnel were directly involved with the cleanup operation and worked closely with county, state and federal officials and their representatives to ensure that all debris was FEMA eligible and reimbursable. CrowderGulf communicated daily with all appropriate officials and assisted in decision-making to successfully complete the project.

CrowderGulf **simultaneously completed three contracts for the Texas General Land Office (GLO) for** beach cleaning which included sand screening, side scan sonar of gulf and bay waters, removal and disposal of sunken debris, and removal and disposal of abandoned and sunken vessels in waterways under the responsibility of the GLO.

2008 Hurricane Ike Projects and Tasks											
36 Total Clients	Number of Clients in Hurricane Ike Utilizing Task										
Contract Amt	ROW Hauling	Debris Reduction	Debris Disposal	ROE	Haz Mat	HHW	L&H	Marine Debris	Special Projects	Vacuum Truck	Generators
$176,411,377	**28**	**21**	**22**	**5**	**1**	**12**	**7**	**7**	**5**	**2**	**4**

2005 Hurricanes Katrina, Rita and Wilma

Following these storms, CrowderGulf had **56 contracts** activated **across five states,** and completed all of them successfully by removing, reducing and disposing of over **18 million cubic yards** of debris. We developed, managed and restored **35 temporary DMSs** during these activations. The total cost for these contracts was approximately **$267,000,000**. This operation included ROW and ROE debris removal, reduction and disposal, demolition, leaning trees and hanging limbs removal and disposal, stump removal and disposal, removal of marine debris, removal and proper disposal of white goods, e-goods, tires, hazardous household materials, abandoned vehicles and vessels, sand screening and beach restoration.

2005 Hurricanes Katrina, Rita & Wilma Projects and Tasks														
56 Total Clients	Number of Clients in Hurricanes Katrina, Rita & Wilma Utilizing Task													
Contract Amt.	PUSH	ROW Hauling	Debris Reduction	Debris Disposal	ROE	Stump Work	L&H	White Goods/E-Goods	Demo	Side Scan Sonar	Sand Screening	Marine Debris	Vac Trucks	Generators
$265,772,848	13	27	21	27	6	8	4	2	3	4	4	9	1	5

2004 Hurricanes Charley, Frances, Ivan, Jeanne

In 2004, as a result of the four hurricanes within a six week span, CrowderGulf had **36** pre-event contracts activated. 23 of these were in Florida, 12 in Alabama, and one in Mississippi. All of these projects were in operation simultaneously during the period from October, 2004 through December, 2004, and some continued through June, 2005. During these activations we developed, managed and restored **61 temporary DMSs and removed over 16 million cubic yards of debris during this timeframe for a total cost of $292,426,233.**

CrowderGulf was activated by both large and small municipalities and provided quality service to all of them. CrowderGulf had nine field offices in operation during these projects. All field offices were operated by local citizens who were provided on-the-job-training and were managed by CrowderGulf's on-site senior management.

As with all of CrowderGulf's projects, from the beginning to the end of the work, CrowderGulf's Management Teams remained the same for each contract, and met with County officials daily to provide the leadership and guidance that allowed all of the damaged areas to be cleaned up in an organized manner. As a result, correct decisions were made in order to get the eligible hurricane debris removed and to restore the Cities/Counties to normal, as quickly as possible. In addition, CrowderGulf helped City and County officials ensure FEMA reimbursement for all eligible work.

2004 Hurricanes Charley, Frances, Ivan & Jeanne Projects and Tasks											
36 Total Clients	Number of Clients in Hurricanes Charley, Frances, Ivan & Jeanne Utilizing Task										
Contract Amt	PUSH	ROW Hauling	Debris Reduction	Debris Disposal	Stump Work	L&H	White Goods/E-Goods	Beach Work	Wet Debris	Generators	Special Projects
$276,149,129	8	28	23	27	16	6	4	4	2	1	2

L. Provide a narrative description of the firm's approach to debris removal and disposal operations. At a minimum, the applicant shall provide the following information:

Principles of Project Management

Standards

CrowderGulf conducts all debris operations to meet or exceed all regulations and program standards of FEMA Public Assistance Program and Policy Guide (incorporating FEMA 325 Debris Management Guide and FEMA 327 Debris Monitoring Guide), the Occupational Safety and Health Administration, the Environmental Protection Agency, and all other local, state and federal agencies.

Responsiveness

CrowderGulf will be in contact with the County's Debris Manager at least 72-96 hours prior to a hurricane making landfall or immediately upon the occurrence of any debris generating event within Hidalgo County. Within 24 hours of receiving a NTP, CrowderGulf will have our Management team report to the County representative for operations planning and mobilization of personnel and equipment. Mobilization for PUSH operations will begin within 24 hours of NTP and we will be fully operational and hauling debris within 24-48 hours of initial NTP. In addition, we will have a DMS fully operational for reduction and disposal of debris within 72 hours of the NTP. CrowderGulf will maintain full debris hauling operational capacity seven days a week during daylight hours until completion of the project to the satisfaction of Hidalgo County. The DMS may, if required to meet the needs of the County, operate 24 hours per day.

Reimbursement Assistance

CrowderGulf's debris management staff consists of previous FEMA Regional Directors and Deputy Directors, County and County Emergency Management Directors and emergency operations personnel with over 20± years of experience in working State and Federal Disaster Declarations. CrowderGulf is prepared to share its knowledge and experience concerning reimbursement matters with County personnel in order to obtain maximum reimbursement by utilizing accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist with:

- Estimating debris volumes for initial damage assessment
- Developing Project Worksheets/Damage Survey Reports
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process and reviewing all records to assure that they meet federal and state reimbursement guidelines
- Orientating and training Hidalgo County personnel on requirements for quality and quantity of required documentation
- Closeout and final audit
- Hazard Mitigation Planning efforts
- FEMA Disaster Assistance policy changes

Corporate Support On-Site Operations

Daily operational decisions and daily communications with Hidalgo County will be facilitated by the CrowderGulf on-site Management team. If needed, one or more field offices will be set up immediately upon NTP. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations. The Team will be fully reinforced at all levels by logistical support, records management/storage, report development and other operations at CrowderGulf's main office in Theodore, Alabama.

On-Site Project Management

CrowderGulf employs National Incident Management Systems (NIMS) principles in our command structure, planning, operations, logistics and administration. This will not only facilitate an easy interface with the County's Emergency Operations Center, but also ensures maximum quality control by limiting the span of supervision for individual field managers. Each of these key roles identified below is critical to an effective CrowderGulf emergency debris response and must possess a high degree of professional experience, skill, and leadership ability.

Pre-Planning - Readiness Planning and Training

L Item 9 – Training

On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions. In addition, our Debris Reduction specialists will be available to review and advise on potential Debris Management Sites. Preparedness training will be tailored to Hidalgo County needs and requests.

Audio/Visual Presentations

CrowderGulf has the capability to generate audio and video presentations to help the County communicate necessary information to the public or to document the overall operation as a whole. One of our first tasks is to video all of the existing conditions. This is typically done during the initial damage assessment. Please visit our website to see some of our previous video documents.

Please view our Website @ www.crowdergulf.com for more information and watch our Videos Online.

Debris Operations Plan

L Item 1 and 6. Scope and Sequence of Debris Removal Ops

The CrowderGulf **Debris Operations Plan** establishes an early appraisal of disaster damage, moves trained and well-equipped crews into affected areas in the shortest time possible and follows a disaster-specific work plan. This ensures that our personnel and equipment will be mobilized and in place to remove and reduce debris in the most efficient and effective manner and with the least possible impact to citizens.

The amount of damage that occurs during a natural disaster and the effort required to restore the affected areas varies with each situation. CrowderGulf's comprehensive **Debris Operations Plan is a flexible strategy that integrates Critical Operations and Essential Support Functions** to insure the most efficient and cost effective debris management for Hidalgo County. These Operations and Functions are identified below and fully defined in the following sections. Each is integral to a comprehensive debris management effort.

Critical Operations *(action items that are set in motion by an event)*

- Mobilization
- Debris Emergency Response
- Debris Recovery Operations
- Documentation and Reimbursement

Essential Support Functions

(support functions for Critical Operations)

- Readiness Support and Training
- Subcontracting
- Quality Control
- Health and Safety
- Environmental Sensitivity
- Public Relations

The **Debris Operations Plan** was developed with only one objective – **to assist Clients that have suffered the effects of a disaster return to normal as quickly, as efficiently and as inexpensively as possible.** The Plan's components have been the cornerstone of all of CrowderGulf's disaster relief efforts for the past **50 years**. When an event is likely to occur, all stakeholders are put on alert and resources are marshaled. Immediately after the event occurs, Mobilization of personnel and equipment resources begins in anticipation of the initial Debris Emergency Response or "PUSH" period. As additional resources flow to the impacted areas, Debris Recovery Operations – the most demanding phase - is initiated. This is the phase in which CrowderGulf delivers what it has promised and makes certain that debris is removed and reduced as quickly and as efficiently as possible. Throughout the operation, the Documentation of all work must be completely and accurately documented in order for Reimbursement to occur.

The four Critical Operations described here - **Mobilization, Debris Emergency Response, Debris Recovery Operations and Documentation and Reimbursement** - form the central core of the CrowderGulf Debris Operations plan. These elements are supported and enabled by six Essential Support Functions. Although not as visible during the debris management process, each support function - **Readiness Support and Training, Subcontracting, Quality Control, Health and Safety, Environmental Sensitivity, and Public Relations,** - is fundamentally important to CrowderGulf being able to provide a successful debris management effort. All of these elements are discussed briefly in the following sections.

CRITICAL OPERATIONS

➢ Mobilization

Alert and Team Notifications

If there is advanced notice (i.e., a hurricane), this phase will commence as soon as a disaster appears to be a credible threat to Hidalgo County. The CrowderGulf call-down list will be checked to verify accuracy. Field Project Managers and Field Supervisors will be advised to check e-mail and voice mail at least twice a day, and additional communication devices and cell phones may be distributed to key personnel.

The CrowderGulf Director of Operations will assess the information received from the National Weather Service and in consultation with Hidalgo County's Debris Manager will determine the necessity for a full notification action. If it is determined that notification is needed, he will direct activation of the CrowderGulf Calling Plan with stand-by instructions for individual contractors/subcontractors to be notified. Specific individuals will be called and, in turn, they will call additional CrowderGulf employees in a rapid cascading manner. This list of calling assignments is kept current with no less than two exercises per year if not exercised for a legitimate activation preparation.

Preparation

Based on the high probability of a known event, the Director of Operations (DO) will direct initial preparation of manpower and equipment. He will inform all responding personnel as to situation status, departure, tasking and assets to mobilize. The Director of Operations will manage the commencement of mobilization, the tasking of the support units, and the dispatch of managers, crews and equipment.

Mobilization of Resources

L Item 2. Response Times

CrowderGulf shall contact the County's Debris Manager a minimum of 72-96 hours prior to a hurricane event or immediately upon the occurrence of a major disaster or debris generating event in which there is no advance warning.

Mobilization will take place immediately upon receipt of a NTP and in accordance with requirements as defined by the County's Debris Manager. Within eight hours of receiving the NTP, CrowderGulf management team will be working on site with the County and its Debris Manager to begin planning the required mobilization and operations for debris removal. Debris removal from streets and roads ("PUSH") shall begin within 24 hours of receipt of the NTP and reduction and disposal operations shall be in full operation within 48-72 hours.

The severity of the disaster will determine how many employees and/or subcontractors will be assigned to a specific disaster event. Depending on the scope of the disaster, CrowderGulf will use a combination of company crews and subcontractors to perform work. We will begin with CrowderGulf personnel and proceed to add additional manpower and subcontractors until we have a sufficient workforce in place to effectively manage and handle the disaster recovery effort. Specific management personnel that will be assigned to this contract are provided in later sections of this proposal.

Staffing the Emergency Operations Center

CrowderGulf will commit a senior employee to be stationed in the County's Emergency Operations Center to coordinate plans for debris operations, communications and scheduling with the County's Emergency Management personnel. If requested by the County, this senior management representative will be on site in the Emergency Operations Center prior to storm landfall.

Staging of Resources

When a disaster is imminent, we will review the need for staging equipment within 100-150 miles from the potential area of impact. Local equipment and resources will be secured in safe locations and readied for mobilization. As soon as the storm passes the area and a Task Order (TO) issued, equipment and manpower will be staged at a convenient location near the truck certification area for the County.

Very early in the mobilization process, CrowderGulf will obtain a large hard surfaced parking area which will be used as a staging area to begin truck and equipment certification and safety inspections. These important steps must take place in advance of moving debris on a unit price payment basis.

The staging area becomes the initial reporting location for all subcontractors. Subcontractors employed under pre-event subcontracts, subcontractors and individuals seeking work, and potential suppliers and vendors, will be directed to this central point. If necessary, we will position a Mobile Emergency Response Command Center Unit at this location to facilitate operations. Additionally, if temporary fueling and shelter facilities are required, they will be positioned at this location, if possible.

Communications/Mobile Command Center

Should disaster conditions warrant the need, CrowderGulf may establish a self-sufficient Mobile Command Center, with full **communications capability,** in the disaster area and dedicate it solely to the recovery effort. If needed or requested, our Command Center will be provided to the County to serve in the field as its command unit.

The Command Center, or field office/s, will be set up within 24-48 hours after activation. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations.

Each Command Center has two gas powered generators that supply power for the following:

- Multiple work stations with LCD computer/TV monitors, with copier/fax/scanner capability
- A conference room with a large table and a 42" plasma monitor/TV
- Two satellite TV receivers
- VSAT for broadband internet and VoIP lines

CrowderGulf's management team, all supervisory personnel, and crew foremen will use company radios, digital radio/telephones, and/or cellular phones. All drivers and subcontractor supervisory personnel will be required to have radios and/or telephones in their vehicles. **Upon request, we will furnish key County personnel with our system radios.**

Operational Support

CrowderGulf's main office will serve as headquarters for "back-office" operational support and documentation center. Throughout the project, this office will support field operations on all levels and maintain backup files and records for reimbursement.

Sample Mobilization Parameters

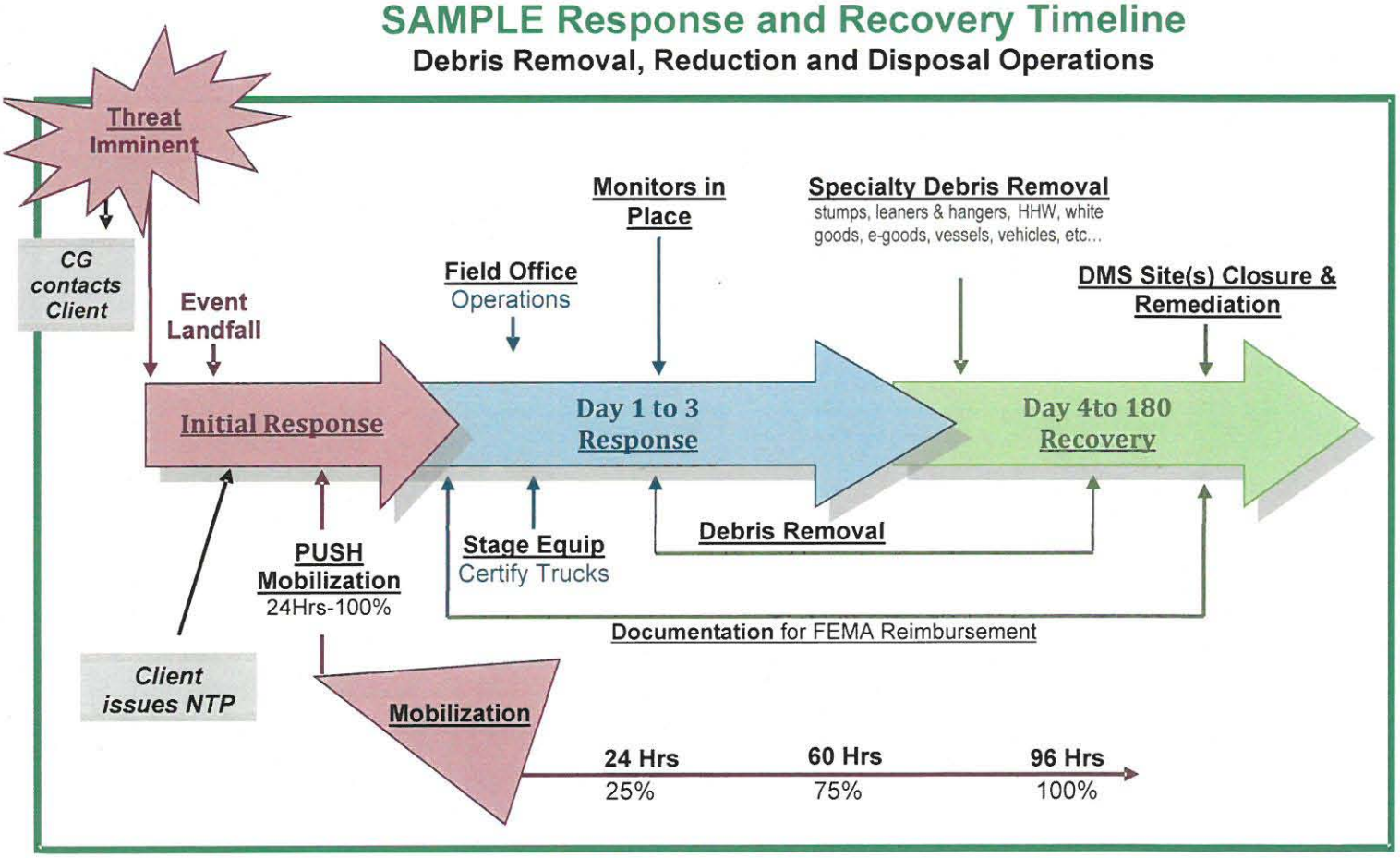
L Item 14. Project Time Frames

Below are CrowderGulf's anticipated mobilization timelines for debris removal work. CrowderGulf has never failed to meet the end timelines for completing all projects and remain committed to meeting all timelines.

- Contacting the County's Emergency Operations Manager 72 hours prior to a predicted disaster event.
- Providing an advance CrowderGulf representative to the County's Emergency Operations Center 24-48 hours prior to a predicted disaster event or upon receiving notification of pending activation, **if requested**.
- Staging personnel and equipment in close proximity to the County to provide rapid deployment after the storm, while protecting those assets from damage/destruction by the event.
- Mobilizing resources and being operational for clearing debris and opening critical routes ("PUSH") within 24-48 hours of NTP if requested by the County.
- Being fully operational for hauling, sorting, and storing of debris within 48 hours of initial NTP.
- Being fully operational for reduction and disposal of debris within 72 hours of initial NTP.
- Maintaining full operational capability, 24 hours per day, 7 days per week for an extended period of time.
- Being able to clear all debris from all County maintained streets, roads and highway rights-of-way within 90 days from initial NTP.
- Rapidly adjusting the flow of resources based on the extent and magnitude of damage/debris.
- Providing Rapid Response Crews (RRC) as may be required.
- Being able to complete the entire debris management process from initial clearance through final disposal within 180 days from initial NTP

SAMPLE Response and Recovery Timeline

Debris Removal, Reduction and Disposal Operations



Because each activation / storm presents separate challenges and situations, the above information has been provided as a sample. During our pre-event training sessions with the County, we will work to frame out possible timelines for minor and major activations.

➢ Debris Emergency Response

Debris Response activities occur immediately after an event in order to clear emergency access routes. This initial phase of operations normally consists of clearing debris that may hinder immediate lifesaving actions within the disaster area and/or pose an immediate threat to public health and safety. The Debris Response phase includes immediate actions for the removal of debris in order to facilitate search and rescue efforts, allow access to critical facilities, and prevent flooding. Actions required during the response phase are usually completed within a matter of days following a disaster event. During Debris Response, CrowderGulf will conduct an emergency "PUSH" of critical streets and roads sufficient to allow for the movement of emergency vehicles. "PUSH" crews can be on-site and working within hours of an event. County staff shall determine priorities for "PUSH" activities with primary emphasis on major thoroughfares. Multiple crews will be conducting emergency "PUSH" activities within 24-48 hours of receipt of a NTP.

Requirements for government services increase dramatically following a major disaster. After emergency access has been provided to hospitals, police and fire stations, the next priority normally is to open access to other critical community facilities, such as schools, municipal buildings, water treatment plants, wastewater treatment plants, power generation units, airports and seaports.

As soon as critical facility locations are identified, CrowderGulf will dispatch "clearing crews". Depending on the damage, multiple crews will be deployed within 24 hours of receiving a NTP. The "clearing crews" will use all available resources with focus on local personnel and firms. Each "clearing crew" at a minimum will consist of:

- Two pieces of rubber-tired pushing / loading equipment such as backhoe loaders, rubber tired front-end loaders, and skid steer loaders with operators
- Two - three chain saw operators, laborers, flaggers with transport vehicles
- Five 16 to 20 cubic yard capacity dump trucks with drivers
- One Quality Control/Foreman with communications capability and pickup truck
- Equipment and resources needed to transport crew from one site to another

To maximize efficiency, the clearing crew may, depending on the size of the roadway and severity of damage, split into two work teams clearing at different locations on the same street or road. If a crew divides into two work teams, visual contact and effective radio or cellular communication will be maintained between the teams.

When needed, Search and Rescue Support Crews will be provided. At a minimum, each crew will consist of the following:

- One trackhoe excavator, minimum 150hp with operator,
- Three laborers/riggers
- One crew foreman
- Slings, riggings, implements
- Transport equipment

"Perhaps most noteworthy of the CrowderGulf team was the selfless partnership they exhibited. While it was anticipated that a contractor would seek to profit from work opportunities, there were multiple occasions when the CrowderGulf team chose not to take advantage of the City and instead openly expressed that it would not be in the City's financial best interest to take certain measures that would have actually benefited CrowderGulf. It was this cooperative attitude that convinced us that the City of Newport News had made the right decision to make CrowderGulf our debris recovery management company of choice."

Ralph Caldwell, Public Works Assistant Director Newport News, VA

Safety of the clearing crews in this early stage of work will be a paramount concern. Downed power lines, falling trees, equipment and chain saw injuries, worker fatigue, and a host of unanticipated hazards demand constant attention by all team members. Therefore, **toolbox safety discussions** will be a **daily requirement** for the team. Work areas will be surveyed for hazards before work begins and throughout the clearing operation. Special hazard observation responsibility will be assigned to the Quality Control Manager. The following is an example a Debris Response priority list:

- Fire, police, and ambulance service routes
- Access routes to trauma centers, hospitals, critical care units and jails
- Major arterial routes
- Roads and streets to the emergency operations center
- Supply routes to emergency supply distribution centers
- Roads and streets to government facilities
- Communication towers and systems access
- Utility access routes
- Routes to shelters
- Routes to the debris management centers

All other roads and streets are normally cleared as soon as the emergency and major access routes are opened and the County transitions to the recovery operations.

➢ Debris Recovery Operations

Debris Recovery consists of the removal and disposal of FEMA eligible storm-related debris in order to ensure the orderly recovery of the community, and eliminate less immediate threats to public health and safety. The debris removal, reduction and disposal procedures are addressed in specific detail in the following paragraphs.

Important Operational Considerations: At this point in the operation, decisions regarding the movement, storage, reduction and disposal of the debris will have a huge impact on the efficiency and effectiveness of the overall project. As in all CrowderGulf debris operations, we apply a set of standard principles to managing debris operations which include but are not limited to the following:

- Never load debris on a truck before the dump site has been identified.
- Handle only debris that meets FEMA's eligibility criteria.
- Sort debris before initial loading, whenever possible, to increase efficiency.
- Clean streets/roads thoroughly at each pass, i.e., "Clean As You Go" policy.
- If at all possible, load debris only once and deliver directly to the final disposal site.
- Use temporary debris management sites (TDMS) only when they increase operational efficiency.
- Use the most efficient reduction method approved by the client.
- Recycle if costs to benefits are favorable.
- Use privately-owned or if available, publicly-owned landfills for final disposal.

Collection Methods

The fundamental component of a debris management strategy is the collection of debris. Implementation of debris collection immediately after a disaster event will assure the public that recovery efforts are in progress and that the community will return to normal quickly. The debris type, amount, and urgency determines which collection method is used. The two main methods of debris collection are curbside collection and collection centers. Both types of collection methods may be used and will be determined by Hidalgo County.

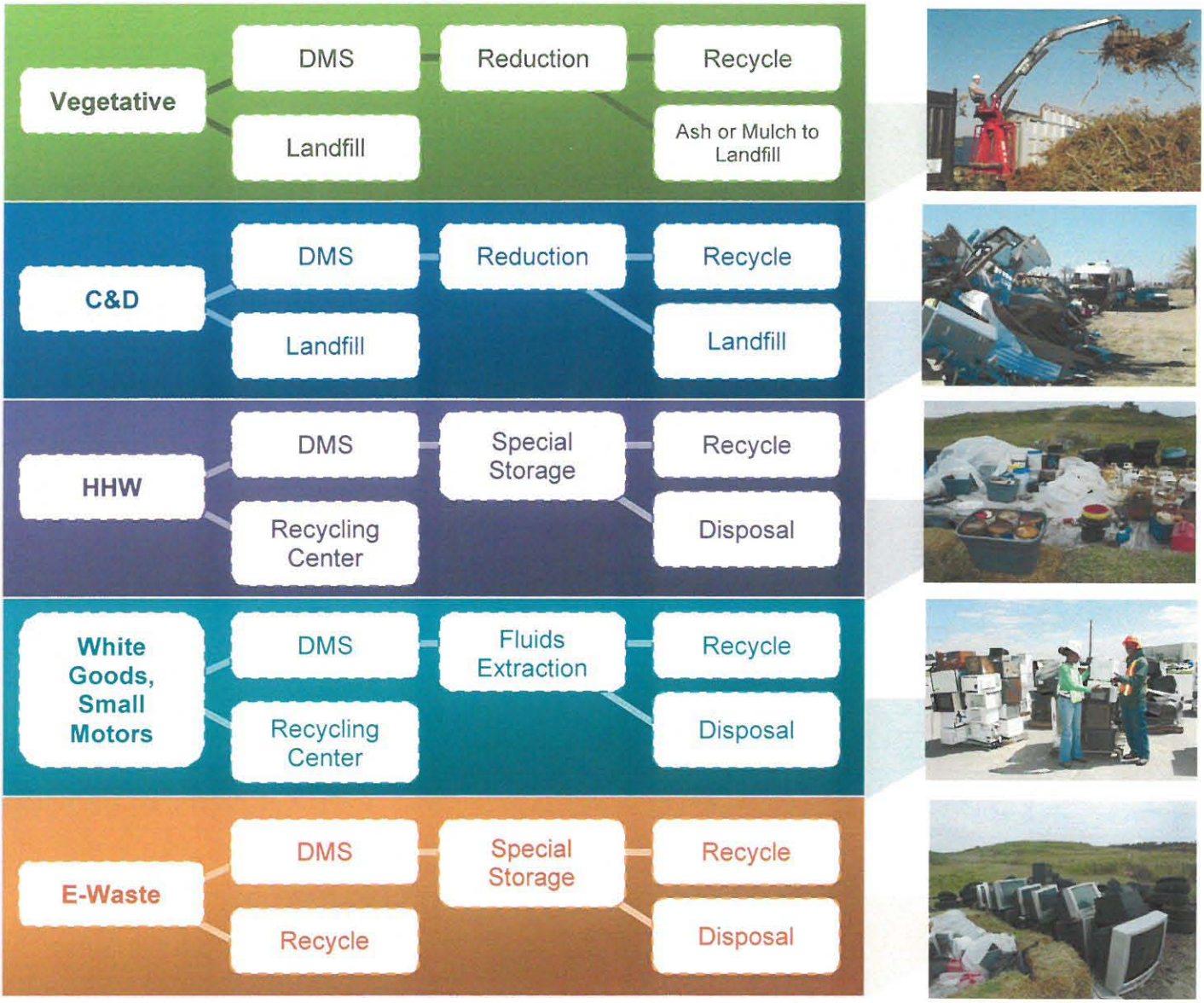
Curbside collection requires that only storm related debris be placed at the curb or public rights-of-way. *Source-segregated debris collection* offers the potential of high salvage value and efficient recycling/reduction processing. This method is important when collecting hazardous and environmentally sensitive debris, such as household hazardous waste and white goods. *Collecting mixed debris* allows for residents to place all debris types in one specified area, usually along the public rights-of-way in front of their residence. While this is the most convenient for the public, it does not facilitate effective recycling and reduction efforts, as the debris will need to be handled multiple times. This method prolongs recycling and reduction efforts and increases operational costs.

Collection Centers, the second type of collection method, relies on having residents transport their debris to a common location. Large roll-off bins may be placed on public rights-of-way or public property for the residents to bring their debris for collection. Separate bins can be designated for particular types of debris. If Collection Centers are used, they must be monitored to ensure only of the citizens use the Center and all debris is storm-related eligible debris.

Regardless of the collection methods used, educating the residents before a disaster occurs and keeping them informed after a disaster about the how, when and where of the debris removal operations, will alleviate a lot of stress for everyone. CrowderGulf can assist with keeping the public informed with the information needed to get their debris removed safely and in a timely manner.

Debris Types

Hidalgo County will determine the scope of the debris to be managed under this contract. However, CrowderGulf is prepared to assist the County in hauling, reducing and disposing of all eligible debris types in accordance with FEMA Public Assistance Program and Policy guidelines. These include: vegetative debris, construction & demolition (C&D) debris, hazardous wastes, white goods, household hazardous waste (HHW), electronic waste (e-goods), abandoned vehicles and vessels, putrescent debris, infectious waste, chemical, biological, radiological, and nuclear-contaminated debris. The following diagram is a breakdown of the general **debris stream**:



Truck Certification

All debris hauling trucks will be certified by the County or a County representative before any hauling begins. The inside bed dimensions of all trucks will be accurately measured and all safety requirements will be checked and approved. This information along with the description and a picture of the truck, driver's name, license and tag number will be recorded on the FEMA compliant certification forms provided by CrowderGulf. The County will retain the original copy of the form and provide CrowderGulf and the driver with copies. The driver's copy must remain in the truck at all times. A placard displaying the trucks identification and measurement information will be displayed on both sides of the vehicle at all times. Specific truck documentation requirements are discussed in the Documentation and Reimbursement Section of this proposal.

Sectioning and Crew Assignments

Upon NTP, CrowderGulf will assist Hidalgo County in assessing damage and developing a specific plan of action. The affected areas will be divided into sections and then crews, subcontractors, and equipment will be assigned. All areas will be served simultaneously.

Loading Debris

Prerequisites for Loading Debris:

- Truck certification and safety inspections completed on all trucks hauling debris
- Identification of disposal site
- If needed for efficiency, identification and preparation of debris management sites
- Sectioning of County with subcontractor assignments
- Quality Control organization operational
- Load ticketing and data management process operational
- Accident Prevention Plan (APP), Site Safety and Health Plans (SSHP), Activity Hazard Analyses (AHAs)
- Initial safety and health briefing for all personnel complete
- Specific training on traffic control complete for all debris crews
- Preparatory inspections of each worksite by Quality Control staff and debris crew foreman
- Work area cleared of safety and health hazards such as downed power lines and hazardous materials
- Inspection of work area for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment
- FEMA debris eligibility criteria communicated to all Crew Foremen, Superintendents, Quality Control staff, Project Managers, and Equipment Operators
- Overhead power lines and other utility lines identified for safe clearance of loading equipment

Crew Composition

CrowderGulf matches equipment to the requirements of the task. Crew composition varies depending on the type of equipment used in performing the loading operation. For example, crews with self-loading trucks do not need separate loading equipment that is required to support a crew consisting of dump trucks or trailers. However, every crew requires traffic control personnel, a foreman and a designated quality control person. Also, each crew requires a chain saw operator and laborer(s) to assist in the ground support work. Usually each piece of loading equipment (self-loading truck or separate loader) is supported by one saw operator, two laborers and two flaggers. At a minimum, debris separation crews will consist of two laborers, one chain saw operator with saw, one skid steer loader with operator and implements, all equipment necessary to transport personnel and equipment from one work site to another. When necessary, ground crews will separate and sort the debris by type, saw fallen trees and vegetative debris at the public rights-of-way, and be constantly alert for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment.

Crew Sizes

The size of debris loading crews will be dictated by the severity and localization of damage. Each crew foreman will be experienced in organizing and directing debris crews and will be provided with sufficient chain saw operators, flagmen, laborers and knuckle boom operators to assure rapid and efficient debris removal.

An example of a Crew is demonstrated in the chart below:

Manpower/Equipment Required	Task Responsibility	No. per Crew
Crew Foreman with experience in organizing & running crews with previous work in disaster related jobs	Provide on-site management of crew to ensure quality performance, safety & maximum productivity	1
20 – 60 CY dump trucks with skilled operators &/or 80 - 140 CY self-loader trucks	Pick up debris from curbside & haul to DMS or final disposal	4-6 (or as area dictates)
Chain Saws & Experienced Operators (as needed)	Reduce large trees & limbs to manageable size & trim debris hanging from loaded trucks	1-2
Flagmen	Direct traffic flow & truck movement	3-6
Laborers	Gather small debris that loaders are unable to grasp	2

Truck and Equipment Considerations:
The number of debris hauling trucks assigned to each crew will be determined by the time required to transport a load of debris to the disposal site, dump the load and return to the loading site. Sufficient trucks or trailer hauling equipment will be assigned to each crew to preclude having idle loading equipment. If hauling equipment is found idle and frequently waiting to be loaded, some of the hauling equipment will be reassigned to other crews. Crews will be adjusted as needed to maximize the use of all trucks and equipment.

Often on the first pass of debris removal work, large stumps, tree trunks and other heavy debris must be left for loading by larger more specialized equipment. CrowderGulf will make every attempt to "Clean As You Go". However, there are situations when the need for expedient debris removal precludes achieving this standard completely. As required and directed, specialized equipment will be mobilized on subsequent passes to handle the removal of stumps, other large debris and backfill of stump holes.

Truck Drivers will not be issued a load ticket until:

- The tailgate is secured to prevent debris from falling out of the truck while in route to disposal site
- Trimming of overhanging limbs and debris from around the truck or trailer is complete. This includes debris protruding from the truck bed that may pose a risk of utility line damage. (Actual height depends on local line installation height)
- The debris hauling container is loaded as completely (fully) as safely possible

Once the load ticket is issued, the truck driver will safely move the vehicle out of the loading zone and into normal traffic flow in route to the disposal site or to a Temporary Debris Management Site (TDMS).

Hauling Debris

The hauling or transport process begins at the time the truck or trailer leaves the "loading zone". Safe transport of the debris material to the disposal site becomes the drivers' primary concern. Drivers remain responsible for their loads until safely dumped at the disposal site.

All drivers will follow the most direct and safe pre-planned route to the nearest disposal site. Particular attention to safety is required in the areas near school buses, school zones and other areas of pedestrian foot traffic. Tarps or load covers are applied as required by local or state regulations.

On arriving at the disposal site, the driver will maneuver the hauling container for inspection by a County representative in the inspection tower. The load will be "called" by the County representative estimating the percent of the full volume or by estimating the number of cubic yards short of full volume. Drivers working for CrowderGulf are instructed never to disagree or complain about the load "call". Any concerns the driver has are to be directed to his or her crew foreman or supervisor for resolution.

When the debris is safely delivered to the disposal site, it will be mandatory to dump the load only when the truck and trailer are level. This prevents the dangerous hazard of trucks and trailers tipping over. CrowderGulf will employ spotters at the dumpsite to assist drivers in dumping safely.

When the dumping process is complete, the driver will maneuver the hauling container back to the inspection tower for a quick check to make sure all debris has been removed during the dumping process. Any debris hung in the truck or trailer bed must be removed before the truck or trailer leaves the disposal site.

All dumpsites will have a dumpsite manager to supervise and oversee the day to day operations. A safety officer will also be onsite to ensure all safety measures are being executed. Flaggers will be strategically placed at the site to direct traffic flow into and out of the disposal site.

Debris Hauling Prerequisites:

- Debris will only be transported in trucks or trailers capable of rapidly and mechanically unloading.
- No self-load trailers will be used. Exceptions to this standard may be necessary to efficiently and safely transport HHW, E-Waste, ACM or white goods.
- All trucks and trailers hauling debris must have completed the truck certification process establishing approved volume for the debris-hauling container.
- All trucks and trailers must have successfully completed the prescribed Safety Inspection.
- Drivers will be instructed to use the most direct and safe route to the nearest disposal site.
- Drivers will be required to wear safety vests and steel-toed shoes when working.
- If loads are required to be covered during transport, the hauling container must be equipped with a functional cover or "tarp" to prevent flying debris during transport.

Note: *Proper trimming of loads at the loading site is the best prevention for debris falling out during transport.*

Safety Measures

The Safety Manager and Safety Officers will monitor all safety procedures and daily reports of accidents and/or property damage. The Safety Manager or designee will also be responsible for coordinating and conducting safety meetings with crewmembers and subcontractor personnel. Safety is critical throughout all operations and is discussed later within this **Debris Operations Plan.**

Truck and Equipment Maintenance

Well maintained trucks and equipment are essential for efficient operations. CrowderGulf's crew foremen, subcontractor foremen, and the Field Project Manager will be responsible for keeping all trucks and equipment in good working condition and prepared for each workday. A CrowderGulf mechanic will be on the job for troubleshooting and maintenance of equipment. Local mechanic shops will also be utilized.

Traffic Control

CrowderGulf will use its best efforts to mitigate the impact of debris removal operations on local traffic. Sufficient signing, flagging, barricading, safety equipment and communications devices will be used to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with applicable federal, state, local laws, regulations and ordinances.

Hours of Operation

Debris will be collected and loaded during visible daylight hours (dawn to dusk) seven days per week. Debris reduction at the DMS may take place 24 hours per day, seven days per week if required by demand and approved by the County.

Number of Passes

CrowderGulf will make as many passes as the County may direct in order to successfully complete the debris removal process. Normally, a few days may need to elapse between each pass so that the citizens have time to get their debris to the ROW.

Daily Coordinated Issue Management Meetings

Daily meetings will be held between the Field Project Manager, Field Supervisors, the Subcontractor Crew Foremen and representatives of Hidalgo County to discuss progress, needed adjustments and other issues. Decisions to increase/decrease manpower and/or equipment or change work areas will be made with approval of the County.

Accurate Record Keeping

CrowderGulf utilizes a number of systems to assure accurate truck certification and debris hauling information. Production reports, shift inspection checklists, safety meeting reports, quality controls, daily crew and equipment usage reports are some of the Quality Control measures used to provide accuracy in the documentation process.

Using the most appropriate technology provides the necessary information to make decisions during the recovery operation. It also improves our ability to provide all documentation needed for maximum reimbursement from FEMA and other agencies. Details of our documentation procedures are fully described in the ***Documentation and Reimbursement*** *section of this proposal.*

Documenting and Resolving Damages

L Item 10. Damages

During the debris removal process there will always be some minor damage situations that occur regardless of the care taken during the work. CrowderGulf will respond quickly to all damage claims by the County or its citizens and will work diligently to resolve such claims to the satisfaction of all involved. We are well aware of the trauma and disruption to normal lifestyles that result from a natural disaster. Our personnel are thoroughly indoctrinated regarding our policy to always be caring, courteous, polite, and responsive to the needs of the citizens of the community.

> **"From this resident, we thank you and all of your crews for keeping the recovery from being another disaster, as often happens. It has been a pleasure having your team in our backyards."**
>
> ***Citizen, High Island, TX***

Citizens will be provided an avenue to report damages. One option will be a citizens' hot line. The County, the monitoring company or CrowderGulf may provide the hot line. Regardless of the method chosen to provide the information, CrowderGulf is committed to resolving the damage complaint as quickly as possible to the satisfaction of the County and its citizens.

We will employ a Claims Resolution Person (CRP) to handle all property damages that may occur during the recovery process. If possible, a local resident with excellent communication and negotiating skills will be employed to fill this position. This person will be tasked with responding to and amicably resolving all incidents that may occur.

Debris Management Site Development

CrowderGulf has vast experience with selecting, developing, managing and operating Temporary Debris Management Sites. We are committed to efficient and safe DMS operations and require all personnel to be vigilant in using safe practices at all times.

In the context of this proposal, the terms "***Temporary Debris Separation and Reduction Site***" and the term "***Debris Management Site***" **(DMS)** are used interchangeably.

DMS are established when debris cannot be taken directly from the collection point to the final disposition location. A DMS is a location to temporarily store, reduce, segregate, and/or process debris before it is hauled to its final disposition.

DMS Site Selection

Site selection is probably the most important decision effecting DMS operations. CrowderGulf will work closely with Hidalgo County to identify and secure suitable locations. Specific Site Plans will be developed for each DMS either upon activation or upon request by the County, and will be in compliance with FEMA Public Assistance Program and Policy Guidelines for site plan development.

Once site selection is approved by the appropriate Debris Managers, CrowderGulf will perform baseline environmental testing protocols as required and will obtain any required special permits and environmental permissions. All costs associated with the preparation, operation, and restoration of DMSs is included in CrowderGulf's pricing structure for the contract.

Site selection should be based on the following criteria:

- Ownership
- Potential for Land Lease Agreements
- Size
- Location
- Environmental and historic concerns (baseline study findings)
- Required Permits

DMS Design and Operational Features

L Item 11. Site Safety / Security

The information gathered during the baseline data collection becomes important to the design of the site. The efficiency and the overall success of the DMS operations are determined by how the site is designed.

A minimum of the following features will be designed into the DMS plan.

- Portable toilet facilities will be conveniently located to serve the inspection towers, crews working on the site, and office facilities
- Perimeter chain-link fencing, erosion and sediment control fencing, and other necessary drainage control methods
- Site traffic flow will provide for orderly movement of vehicles and equipment to avoid crossing traffic lanes with the construction of two entrances/exits with lockable gates
- At the request of Hidalgo County, the DMS(s) may be restricted to County and Contractor vehicles only
- Safe and ready access of fire safety and rescue equipment will be provided to all functional sections of the site and to debris stockpiles
- A Safety Zone of at least 200' will be established around the grinder
- Air Curtain Incinerator (ACI) or Open burning safety zone will be established and will be 1,200' from any structure (other than inspection tower) and no less than 250' from any other pile or type of debris on site
- Ash storage pit will be adjacent to ACI units
- Compacted crushed rock and/or mulch will be used on ingress/egress road surfaces
- Designated personnel parking area for 30 vehicles will be established
- Space for two 12'x50' office trailers will be established
- Development of a lined Hazardous Materials Containment Area surrounded by a berm
- Two vegetative debris piles for grinding operations
- Sufficient area for chip piles to minimize pile height to prevent spontaneous combustion
- C&D debris area will be separate from other debris areas
- Adequate area maintained at each site for truck maneuverability and a level stable surface for equipment to complete the dumping process
- Site orientation will provide for ACI operations and grinding operations to be located downwind from offices and inspection towers (i.e., prevailing winds will be considered when setting up site)
- If necessary, separate areas/sites for the public to use for dumping vegetative and C&D debris will be provided. Depending on the process prescribed for allowing this, a separate tower may be required to facilitate accounting for the material entering the public section. If off site citizen collection areas are developed in accordance with the County's Debris Management Plan, CrowderGulf will remove debris from those sites on a regular basis as directed by the County's Project Manager.

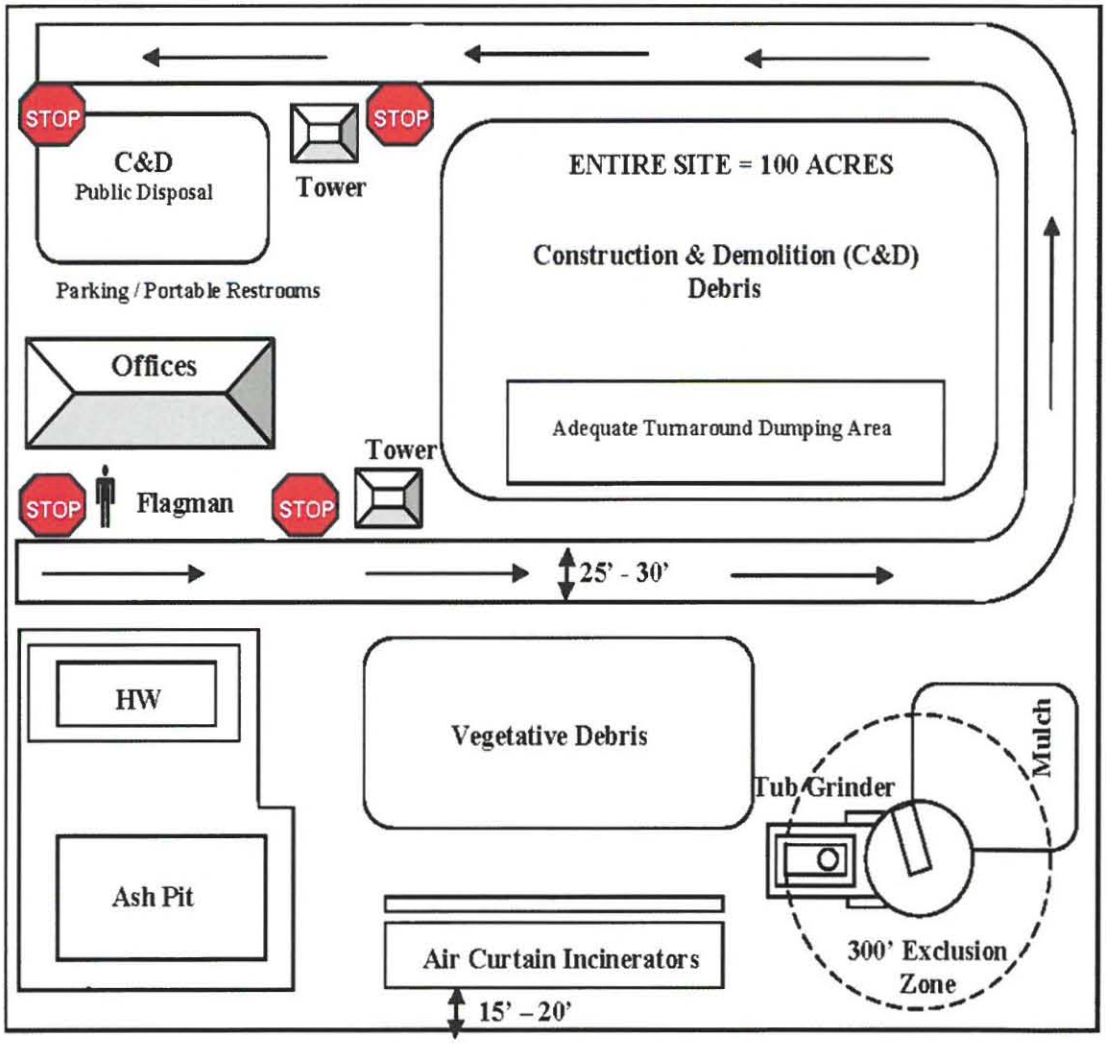
DMS Site Plan

L Item 11. Site Safety / Security

A DMS Plan will be prepared to a scale of 1" = 50'. The Task Order specific Management and Operations Plan will be updated to include the Site Management Plans for all DMSs and Disposal Sites operated by CrowderGulf. The DMS Plan will display such functions as:

- Access to the Site
- Site Preparation – clearing, erosion control, and grading
- Traffic Control
- Site Security, Safety and Segregation of debris storage areas
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection towers
- Location of incineration operations and chipping operations
- Location of existing structures or sensitive areas requiring protection
- Household Hazardous Waste (HHW) or Hazardous, Toxic and Radioactive Waste (HTRW) storage
- A detailed list of equipment
- Sanitation facilities

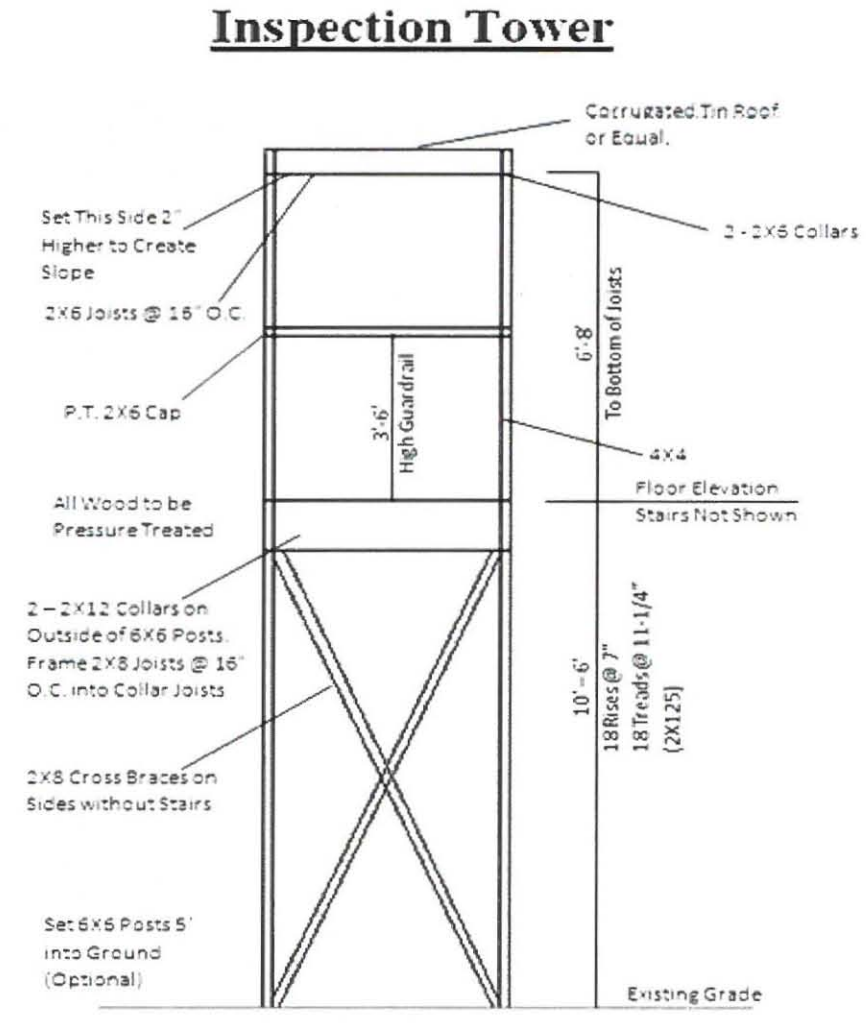
The general site plan shown below will be modified to fit the needs of each specific DMS and will incorporate all specifications addressed in the FEMA Public Assistance Program and Policy Guidelines and all local, state and federal regulations and requirements.



Inspection Towers

At no cost to Hidalgo County, CrowderGulf will construct a minimum of one inspection tower at each site adjacent to the roadway. A minimum of one exit lane for all trucks to use will be visible from a tower. This allows for checking truck beds before exiting, ensuring that they are completely empty. The Inspection tower site location will provide a .25 mile approach outside the public road system to accommodate any truck back up.

- All towers will be OSHA and FEMA compliant. At a minimum, the towers will be constructed with pressure treated wood with the floor elevation of the tower 15' above the existing ground elevation; the floor area shall be 8'x 8', constructed of 2"x8" joists, 16" O.C. with ¾" plywood supported by four 6"x 8" posts.
- The perimeter of the floor area will be protected by a 4' high wall constructed of 2"x 4" studs and ½" plywood. The floor area will be covered by a corrugated tin roof.
- The roof shall provide a minimum of 6'8" of headroom below the support beams.
- Wooden steps will provide access with a handrail. In addition, the construction of towers will comply with all applicable County building codes.
- Inspection towers shall be capable of seating a minimum of three inspectors each.
- Towers will be removed at the completion of the project or when the site is no longer in need.



Hazardous Materials Containment Area

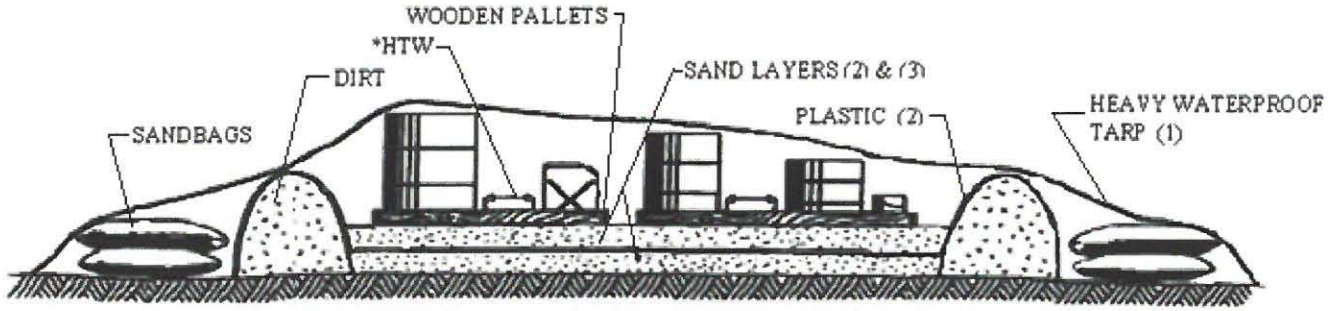
L Item 12. HHW / White Goods

In accordance with FEMA Public Assistance and Program Policy Guidelines, CrowderGulf will construct an area designed for the temporary storage and confinement of hazardous material. Material deposited into this facility will be inventoried and stabilized. Any leaking containers will be placed in "over pack drums". A well-marked, defined and enforced NO SMOKING area will be established within 200 feet of this area.

Minimum Design Criteria for the Hazardous Materials Containment Area:

- 30'x 30' in size, the perimeter lined with hay bales staked in place
- Water proof liner or plastic ground protection cove
- Rain and snow cover for the entire area

FIELD EXPEDIENT HTW CONTAINMENT CELL



*HTW INCLUDES: Paint, Solvents, POL (Petroleum, Oil & Lubricants), Batteries, Anti-Freeze, Propane Tanks, Aerosols

NOTES:

1. Containment cell must be covered at all times
2. Plastic is sandwiched between layers to prevent plastic from tearing
3. Contaminated sand shall be properly contained & disposed of as hazardous waste

Debris Separation and Reduction

L Item 13. Landfill Capacities - Reduction and Disposal Procedures

Debris Separation

The Debris Reduction Manager will supervise the separation and segregation of all loads deposited at the DMS. If site segregation is required because of mixed loads, the separation will reflect the six categories cited below. Each of the following categories of debris will be dealt with in full compliance with the CrowderGulf Environmental Plan and local, state and federal standards:

- Clean, vegetative debris
- Vegetative debris containing other foreign matter
- Construction and Demolition (C&D) Debris
- Salvageable or recyclable debris
- White Goods, e-goods
- Hazardous or toxic materials / waste

Vegetative debris will be placed into two or more piles (no more than 15' high) which will allow for volume reduction without interfering with the ongoing dumping operation or until the dumping and/or reduction operations are complete. As directed by the County's representative, all construction and demolition (C&D) debris will be hauled directly to a certified landfill or prepared for reduction or recycling if feasible. White goods will be degassed, crushed and bailed for sale as scrap metal.

Methods of Debris Reduction

There are two primary types of reduction methods – incineration and chipping/grinding. After all major storms, we have used both grinding and burning to reduce debris, however, grinding has become the more common method due to environmental issues with burning.

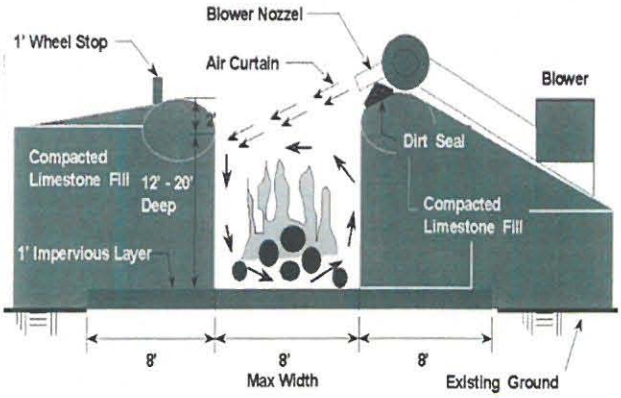
- **Chipping and Grinding**

The chipping and grinding of vegetative debris reduces the volume by 75%. Many times clean chips will be recycled as bio-mass fuel. CrowderGulf is very experienced with chipping/grinding debris and has used this method in the majority of our disaster contracts for the past ten years. When grinding/chipping is utilized as the reduction method, all safety and compliance regulations are enforced throughout the operation.

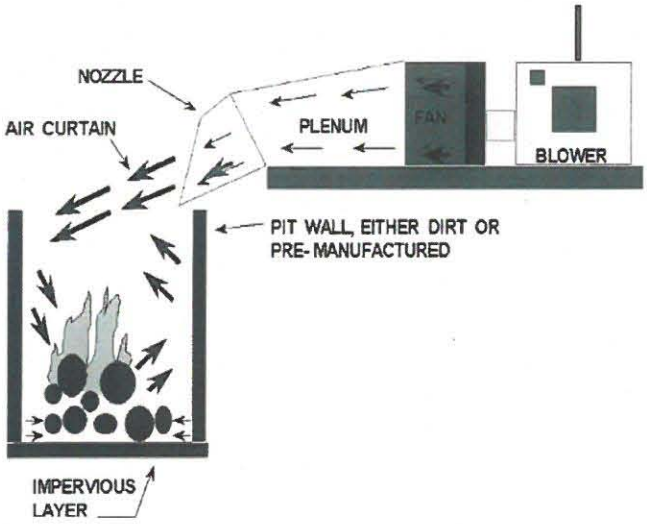
- **Incineration**

There are several incineration methods available for volume reduction. These include uncontrolled open-air incineration, controlled open-air incineration, air curtain pit incineration, and portable air curtain incineration. Portable air curtain incineration is the most efficient incineration system available because the pre-manufactured pit is engineered to precise dimensions to complement the blower system. Any burning method used will only be conducted with concurrence from the County. Burning vegetative debris can produce up to a 95% reduction rate. In those situations where air curtain incineration may be approved by the County, all environmental compliance and safety, concerns will be addressed within the site specific plan. Setbacks and buffer zones will be established within and around the reduction sites not only for the public safety but also for the safety of the debris operations. A setback of at least 100' will be maintained between the debris piles and the incineration area. There will be a buffer of 1,000' between the incineration area and the nearest building in order to create a zone for emergency vehicles, if needed. The fire will be extinguished two hours before anticipated removal of the ash mound. The ash mound will be removed before it reaches two feet below the lip of the incineration pit. To prevent explosions, hazardous or contaminated flammable material will not be placed in the pit. Finally, fencing and signage are simple and effective means to keep the public away from the incineration area. The CrowderGulf **Environmental Protection Plan** address and provides detailed guidance on DMS environmental concerns such as dust, smoke, erosion, storm water plus hazardous and toxic wastes. If the DMS is near an environmentally sensitive area or has historical sites in close proximity, special environmental consideration will be taken to protect and preserve such areas.

Air Curtain Pit Burner



Overview of an Air Curtain Operation



Debris Reduction Time Lines

The following Debris Reduction Plan Time Line provides an overview of tasks and identifies both the management personnel responsible and the time frame within which each task shall be completed.

DEBRIS REDUCTION PLAN TIME LINE		
TASK		**TIME FRAME (from NTP)**
Conduct requirements assessment of damaged area for DMS		Within 24 hrs
Develop DMS according to Management Plan, including rd construction, erosion control, portable office & toilet facility		Within 48 hrs
Construct observation platform per FEMA requirements		Within 48 hrs
Construct grinding, burn pit, ash storage & hazardous waste storage areas		Within 48 hrs
Determine the number of burners &/or grinders/chippers required per site		Within 48 hrs
Ensure Hazardous Waste Plan in place		Within 48 hrs
If burning is permitted, begin construction of burn pits		Within 48 hrs
Complete installation of burners		Within 72 hrs
Secure permits & transport grinders/chippers to designated reduction areas		Within 72 hrs
Set up grinders/chippers		Within 72 hrs
Maintain records of hours worked for operators, location worked, repairs, etc.		Daily
Ensure maintenance of burners &/or grinders/chippers		Daily
Make dumpsite adjustments		Daily
Provide daily operations reports to Project Manager & County Rep		Daily
Inspect DMS operations for safety & quality control monitoring		Daily & periodically
Handle storage & disposal of hazardous waste		As required
Restoration of site upon project completion to County's specifications		Upon completion of project
Provide for demobilization of equipment		Upon completion of all tasks

Basic Debris Reduction Crews		
Personnel / Equipment	**Task Responsibility**	**Number per Crew**
DMS Reduction Project Mgr	Supervise set up & daily ops of debris reduction site; Ensure all safety regulations enforced	1 / Site
Day Foreman	Monitor incoming trucks, direct separation of materials; Supervise reduction crews; Monitor for safety regulations being followed and report infractions to Foreman	1 / Site
Night Foreman *(if burning)*	Supervise crews & secure site; Monitor safety regulations & report infractions to Foreman	1 / Site
Spotters	Monitor incoming debris types; Ensure drivers drop loads in proper locations at stockpiles; Direct clean loads of recyclable material to storage areas; Follow all safety requirements & report any infractions to Foreman	2 - 4 / Site
Flagmen	Direct flow of incoming & outgoing trucks at site; Follow all safety requirements & report any infractions to Foreman	2 - 4 / Site
Laborers	Separate recyclable materials from incoming debris & move it to designated storage areas; Assist other workers with debris separation	2 - 4 / Site
Tower Monitor	Check all ticket copies for legibility & accuracy; Alert monitor writing tickets of errors; Monitor for safety infractions & report to Foreman	1 / Site
Water Truck w/spray nozzles & high pressure hose	Spray nozzles used for dust control; High pressure for hose for fire control	1 / Site
Road Grader w/Operator	Maintain rds & site	1 / Site
Onsite Fuel & Oil Storage Tanks	Replenish equipment as needed	2 -4 / Site
Track Hoe w/grapple w/Operators	Build burn pit according to Ops Manual; Clean ash from pits & pile in designated areas; Supply debris to burn pit & grinder	2 - 4 / Site
Bulldozer &/or Rubber Tire Loader w/Operator	Stockpile material; Push debris with Trackhoe	2-4 / Site
Burner Technician / Mechanic	Initial burner set-up; Assist starting fires according to Ops Manual; Daily maintenance & care of burner & loader equipment	1 / Site when burning
1000-1200hp Tub or Horizontal Grinder	Grind vegetative debris	1 / Site when grinding
Grinder Operator	Fuel tub grinder & control grinder operation.	1 / Grinder

Debris Disposal

Final disposition of the products of debris reduction will be made in accordance with instructions from the County and in keeping with all federal, state and local laws.

Vegetative Debris

Based on the County's decision, all vegetative debris will be ground or burned. If ground, the reduced vegetative mulch will be hauled to a properly permitted final disposal site in accordance with all local, state and federal regulations. If vegetative debris is burned, the ash will be hauled to a properly permitted final disposal site. In past disasters we have also recycled the clean ash as fertilizer on farm land. We will properly recycle mulch and ash to the greatest extent possible and within permitted regulations.

Construction and Demolition Debris

All C&D material shall be disposed of in facilities approved by Hidalgo County in accordance with all federal, state and local laws.

Specialty Debris

L Item 12. HHW / White Goods

CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including **abandoned vehicles and vessels, wet marine debris, white goods and electronic wastes, hazardous materials and waste, bio-hazardous wastes, dead animals, and hazardous trees and stumps.** As mentioned above, CrowderGulf works in conjunction with all federal, state and local regulatory agencies and strictly follows all regulatory guidance. If removal and disposal is beyond the area of our expertise, we will use Garner Environmental Services (www.garner-es.com), a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.

The table below lists some of the projects / activations where the CrowderGulf Team has handled specialty debris removal:

Year	Event	Client / Location	White Goods	Freon	E-Waste	Vessels	Vehicles	HHW	Tires	Asbestos Material	Animal Removal
2017	Hurricane Irma	Fort Myers, FL	X					X			
		Tybee Island, GA	X								
2017	Hurricane Harvey	Alvin, TX	X					X			
		Aransas Co, TX	X					X			
		Baytown, TX	X		X			X			
		Brazoria Co, TX	X		X			X			
		Chambers Co, TX	X		X			X			
		Clear Lake Shores, TX	X		X			X			
		Dickinson, TX	X		X			X			
		Friendswood, TX	X		X			X			
		League City, TX	X		X			X			
		Montgomery Co, TX	X		X			X			
		Nassau Bay, TX	X		X			X			
		Port Arthur, TX	X		X						
		Sante Fe, TX						X			
		Seabrook, TX	X					X			
		Webster, TX	X		X			X			
		West Columbia, TX	X		X			X			
2016	Hurricane Matthew	Flagler Co, FL	X								
		Hilton Head Island, SC	X								
2016	Flooding / Tornados	Central, LA						X			
		Montgomery Co, TX	X		X						

Year	Event	Client / Location	White Goods	Freon	E-Waste	Vessels	Vehicles	HHW	Tires	Asbestos Material	Animal Removal
		Ouachita Parish, LA	X		X				X		
		Newton Co, TX	X								
		Rowlett, TX	X		X						
2015	Storms / Flooding	SC DOT	X		X			X			
2012	Hurricane Sandy	New Jersey	X	X		X	X				
2012	Hurricane Isaac	Biloxi, MS				X					
2011	Hurricane Irene	Dare Co, NC			X		X	X			
2010	BP Oil Spill Response	Baldwin Co, AL						X			
		BP Exploration (AL Coast)						X			
		Dauphin Island, AL						X			
		Orange Beach, AL						X			
2008	Hurricane Ike	Bayou Vista, TX	X	X							
		Beaumont, TX	X	X	X						
		Clear Lake Shores, TX	X	X							
		Dickinson, TX	X	X							
		Galveston Co, TX	X	X	X		X		X		
		Jefferson Co, TX	X	X							
		Kemah, TX	X								
		LaMarque, TX	X								
		League City, TX	X	X							
		TX GLO	X			X					
		Tiki Island, TX	X	X							
2008	Non-Disaster Related	Walton Co, FL					X				
2005	Hurricane Dennis	Wakulla Co, FL	X	X							
2005	Hurricane Katrina	Biloxi, MS	X	X	X	X					
		Pascagoula, MS	X	X							
		Hancock Co, MS				X	X				
2005	Hurricane Rita	Calcasieu Parish, LA	X	X	X	X				X	
2004	Hurricanes Charley, Frances, Ivan and Jeanne	Escambia Co, FL	X								
		Fort Myers Beach, FL	X	X							
		Walton Co, FL	X								

Debris Recycling Plan

Based on the debris management goals and objectives of Hidalgo County, CrowderGulf will implement debris recycling programs as marketing opportunities allow. When recycling is feasible, CrowderGulf will monitor procedures to ensure that the recycling contractors comply with local, tribal, state and federal environmental regulations. Any reimbursement for recycled material will be credited or returned directly to the County.

Vegetative Debris

The vast amount of vegetative debris produced by a natural disaster creates a real recycling challenge. We will make maximum efforts to recycle all organic material. Experience has taught us that it will still require freight cost and tipping fees, but recycling is still the best option as opposed to using up valuable landfill space.

Specifically, our plan involves the following:

1. Debris crews will be encouraged to cut tree trunks into 8' or longer lengths for delivery to dump site. Quality logs will be separated and marketed to pulp mills, saw mills, and veneer mills. Timber in the log form is always marketable, and depending on quality can be transported to market even if the markets are relatively far away.

2. Stumps usually have large quantities of dirt attached, which contributes to the low quality of fuel chips. Stumps will be split and burned if burning is permitted. If burning is not permitted split stumps will be ground and resulting chips will be kept separate.
3. Limbs, twigs, short blocks and inferior logs will be ground or burned. To reduce contamination of chips with dirt, care will be taken to use rubber-tire loaders with rakes and track hoes with grapples.
4. Every effort will be made to move chips to organic fuel users in a wide area. CrowderGulf will begin moving chips as soon as possible to prevent the buildup of massive chip piles that create a potential fire hazard.
5. CrowderGulf has contacts with major paper mills, sugar mills, and other organic fuel users in the Southeast. Once CrowderGulf is awarded a contract, we will work to get tentative agreements with users who are in close proximity.
6. If local laws and regulations permit, CrowderGulf will secure land in a rural area(s) as close as possible to our chipping operations. Chips unfit for fuel or chips surplus will be piled on the property, mixed with ash from burning operations that has been tested and free of contaminates, and turned periodically to produce quality marketable compost suitable for landscaping use or applications to farm land.

After Hurricanes Isabel in 2003, and Ivan in 2004, CrowderGulf shipped clean vegetative chips to Italy to be used as bio-mass fuel. After Hurricanes Charley in 2004, and Irene in 2011, local power plants took chips for use as bio-mass fuel. In 2012, after Hurricane Isaac, Mississippi paper mills received all of our clean chips to use for bio-mass fuel.

C&D Debris

Concrete, asphalt and masonry products can be crushed and used as base material for certain road construction products or as a trench backfill. Debris targeted for base materials will need to meet certain size specifications as determined by the end user. The County may choose to recycle these products themselves. As an example, after Hurricane Ike, Galveston County recycled the crushed concrete (from home slabs on Bolivar Peninsula) by using it for road reconstruction and for a new government building foundation.

Hurricanes and tornadoes can cause extensive damage to mobile homes, sun porches, and green houses. Most of the nonferrous and ferrous metal debris is suitable for recycling. Trailer frames, trailer parts, appliances and other metal items will be properly separated, crushed, baled and recycled. Any proceeds will be credited to Hidalgo County.

Site Closure and Restoration

Upon completion of debris reduction operations, all DMSs will be restored to pre-existing conditions. All equipment, inspection towers, and any other temporary buildings will be removed. Burn pits will be returned to existing grade. Any unburned or chipped materials will be hauled to an appropriate facility. Separated metals, plastics, white goods or other materials and types will be disposed of as required by contract or regulations. Site reclamation / remediation will be billed back to the client at a pass through cost. In addition, if groundwater and / or soil testing is required, these items will be billed to the client at as pass through cost. A final site inspection will be conducted by County authorities and any discrepancies will be corrected.

All work, including site restoration and closeout will be concluded within 30 calendar days of notice from the County that the last load of debris has been delivered.

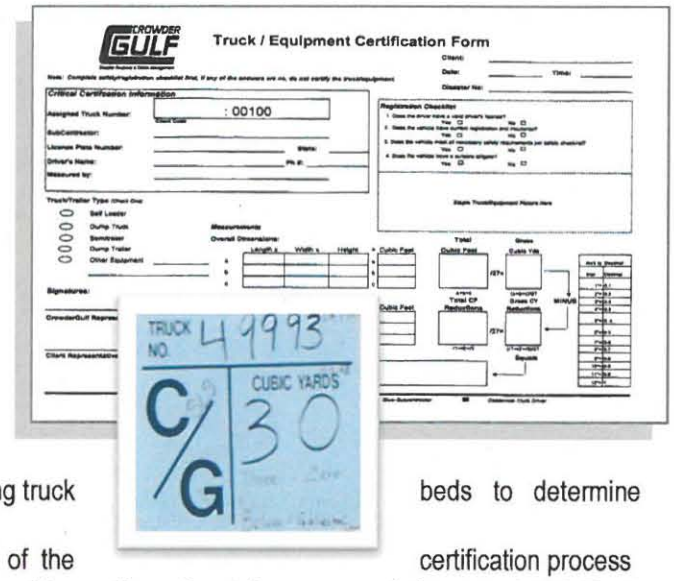
➢ Documentation and Reimbursement

L Item 8 – Tracking, Data Collection, Documentation

CrowderGulf has been successful in the past in supporting our Clients with accurate and complete documentation records. This documentation is readily available to the County, FEMA, FHWA and any other agency that provides reimbursement. Superior record keeping using the best available technology from the beginning to the end of the project is critical. Financial accountability is maintained throughout the process by using a system of checks and balances that are tied directly to the quantitative documentation originating in the field. Throughout the project, FEMA Public Assistance Program and Policy Guidelines are followed and serve as the foundation of our documentation and accounting systems.

Documentation for Debris Hauling

In an effort to maximize accuracy of accounting, CrowderGulf utilizes the following system of project controls:



Phase 1 - Truck Certification

All debris hauling trucks are certified in accordance with FEMA guidelines. Part of the certification procedure includes truck safety checks. Any trucks not meeting the safety requirements will not be certified until infractions are remedied.

Documentation procedures include:

- Measuring the interior dimensions of all debris hauling truck beds to determine the measured cubic yard capacity
- Safety and insurance requirements check is part of the certification process
- The County's representative, CrowderGulf and the driver will each retain a copy of the completed *Truck Certification Form*
- All equipment are affixed with placards displaying the owner's name, equipment number and certified capacity
- A Capacity Certification Log is maintained in the field as a quality control tool
- All tower inspectors are provided with a current Capacity Certification Log to enforce the integrity of the valid documentation against the truck placard

Phase 2 - Debris Load Ticket Completion

The term "load ticket" refers to the primary debris-tracking document that records the transport of debris from the original collection point to the DMS or final disposal site. By positioning the debris monitors at each point of the operations (collection, DMS and/or final disposition), the eligible scope of work can be properly documented.

This process includes the following procedures:

- Completion of a multi-part *Debris Load Ticket* for each truckload of debris
- County representative(s) at the loading site(s) will inspect each loaded truck, legibly and accurately record the required information on the ticket and provide the debris hauler with a partially completed ticket
- County representative(s) at the temporary or final disposal site(s) inspection tower take the ticket from the driver and complete the disposal information
- County representative(s) retain the original completed ticket and a copy is provided to the driver and a CrowderGulf representative
- CrowderGulf representatives collect ticket copies and perform the first of many quality control checks
- CrowderGulf field office personnel process the tickets sending electronic copies to the Home Office for additional quality control checks, data entry and storage

Accurate completion of these two phases of quantitative and descriptive debris information is imperative for cost reimbursement and contractor invoicing. When electronic ticketing is used, the above procedures are slightly modified according to the firm acquired, while still maintaining the same quality of information and satisfying requirements.

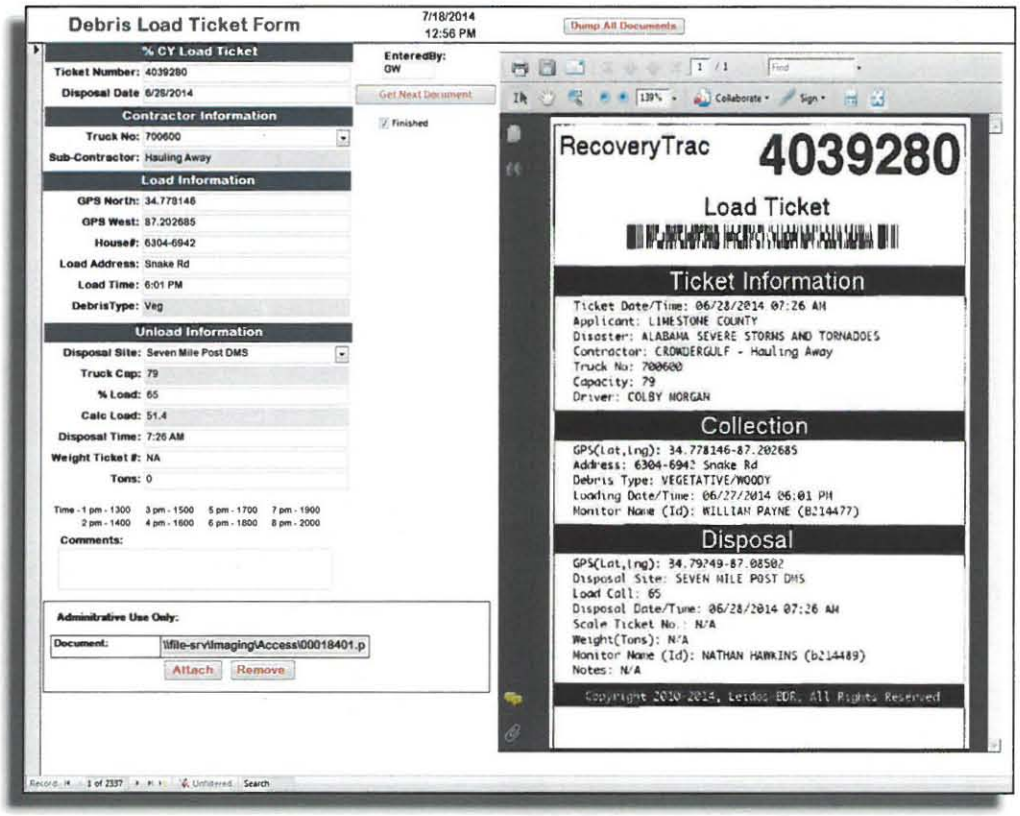
Documentation of Special Projects

There are usually several additional recovery projects besides ROW debris removal and disposal that are required in order to address geographically unique storm damage. Each project is preceded by a specific task order to serve as a formal request to proceed with the project. The Task Order outlines the parameters of the project and establishes the pay rates associated. Detailed documentation that meets FEMA Public Assistance Program and Policy Guidelines will be kept for each project.

Data Management

CrowderGulf utilizes a comprehensive and seasoned data collection and storage process with all projects. Regardless of whether electronic (ADMS) or paper ticketing documentation is used by the County or representative, CrowderGulf easily adapts data capturing procedures to accommodate all requirements. CrowderGulf's database is specifically designed to capture and track quantitative and descriptive debris data for the entire project while storing ticket images for reconciliation support and audit documentation support.

Here is an example of the CrowderGulf database and document capture capability:



Technology has made documentation, reconciling and invoicing a more efficient, transparent process that can help expedite FEMA reimbursement. However, the technology is only as good as the people using it. CrowderGulf has capable, well-trained personnel with the commitment to ensure functionality and accurate information on a continuous basis. CrowderGulf has these qualified, committed personnel full-time throughout the year ready to provide documentation support even years after the project is complete.

Monitoring Companies and Electronic Ticketing

L Item 8 – Monitoring

CrowderGulf has vast experience working with several monitoring companies and are familiar and compatible with their programs, processes and procedures. It is important that to the Client that CrowderGulf and Client representative (i.e., monitoring company) establish and maintain a positive and professional rapport throughout the project. This is necessary in order for the communication flow to be open with the central focus of making sure all documentation for eligible work is accurate and complete.

The chart below lists some of the past activations and the monitoring firms that we have teamed with to complete the projects:

MONITORING FIRM / CONTACTS	EVENT	OWNER	PROJECT VALUE	PROJECT CY
Thompson Consulting Services **Jon Hoyle, *President*** 321.303.2543 (c), 407.792.0018 (o), 407.878.7858 (f) jhoyle@thompsoncs.net 1135 Townpark Avenue, Suite 2101 Lake Mary, Florida 32746 *www.thompsoncs.net*	2018 Hurricane Michael			
	2018 Hurricane Florence	Jacksonville, NC	$4,162,306	269,974
		SCDOT	$118,452	4,867
		Swansboro, NC	$504,450	30,816
	2017 Hurricane Irma	Bonita Springs	$6,536,117	539,271
		Chatham County, GA	$460,049	76,639
		Flagler Beach, FL	$320,363	27,398
		FT. Myers, FL	$3,757,645	330,885
		Glades County, FL	$397,294	42,414
		Lake Mary, FL	$563,576	55,642
		Lakeland, FL	$3,345,920	228,996
		Lee County, FL	$29,612,788	2,239,845
		Miami Springs, FL	$3,669,593	161,054
		Orlando, FL	$1,316,790	79,114
		Palm Springs, FL	$134,298	17,072
		Stuart, FL	$181,132	16,535
		Sumter County, FL	$1,391,971	101,187
		Venice, FL	$110,342	12,543
		Vero Beach, FL	$222,614	25,961
	2017 Hurricane Harvey	Aransas County, TX	$33,525,076	3,462,863
		Newton, Texas	$104,046	8,859
		Santa Fe, TX	$374,484	22,580
	2016 Hurricane Matthew	Norfolk, VA	$314,618	25,943
		Newton County, TX	$291,653	30,637
		Ormond Beach, FL	3,660,393	490,672
		SC DOT	8,163,706	492,455
	2016 Flooding	SC DOT	$698,227	33,163
	2015 Storms / Flooding	Rowlett, TX	$680,036	70,738
True North **aka Neel-Schaffer** **Jonathan Kiser, PE**, Neel Schaffer, 228.374.1211, jonathan.kiser@neel-schaffer.com **Bryan Milling**, True North, Monitoring, 707.502.2795, bmilling@truenorthem.com	2017 Hurricane Irma	Palm Coast, FL	$162,855	22,007
	2017 Hurricane Harvey	Alvin, TX	$252,613	12,446
		Baytown, TX	$776,462	34,827
		Chambers, TX	$205,138	10,533
		Clear Lake Shores, TX	$51,977	1,813
		Ingleside, TX	$4,256,037	366,990
		San Patricio County, TX	$4,229,370	378,614
		Webster County, TX	$46,606	2,140
	2016 Hurricane Matthew	Flagler, FL	1,172,253	68,151
	2016 Tornado	Biloxi, MS	$289,191	25,001
	2012 Hurricane Isaac	Dauphin Island, AL	$2,101,210	187,728
		Magnolia, MS	$20,761	4,650
		McComb, MS	$169,965	17,712
		Pascagoula, MS	$123,910	10,708
		Hancock County, MS	$360,000	Lump Sum
	2005 Hurricane Katrina	Jackson County, MS	$1,679,944	119,996
		Pascagoula, MS	$22,535,788	1,204,673
Compton Engineering	2005 Hurricane Katrina	Pascagoula, MS	$337,000	41,367
	2004 Hurricane Ivan	Montgomery County, TX	$259,567	19,088
Tetra Tech **Previously Beck DR (BDR), Leidos & SAIC**	2018 Hurricane Michael	Apalachicola, FL	$821,407	53,065
		Franklin County, FL	$1,349,555	101,973

MONITORING FIRM / CONTACTS	EVENT	OWNER	PROJECT VALUE	PROJECT CY
John Buri | Director, Post Disaster Programs 832.251.5197 (o), 713.737.5763 (c), 832.251.5190 (f) john.buri@tetratech.com **Oliver Yao,** Deputy Director of Post Disaster Programs 321.441.8507 (o), 407.803.2522 (c) Oliver.Yao@tetratech.com		Lynn Haven, FL	$5,680,740	407,626
		Parker, FL	$4,641,062	131,547
	2018 Hurricane Florence	Duplin County, NC	$2,588,269	184,668
		Fayetteville, NC	$1,814,805	120,741
		North Topsail Beach, NC	$1,191,044	38,298
		Onslow County, NC	$5,496,948	471,188
	2017 Hurricane Irma	Brevard County, FL	$2,370,624	172,031
		Casselberry, FL	$364,046	30,629
		Charlotte County, FL	$1,032,094	6,193 Tons
		Cocoa Beach, FL	$207,256	20,986
		Collier County, FL	$15,956,176	49,215
		Deltona, FL	$3,257,453	292,339
		Jupiter, FL	$370,420	43,668
		Kissimmee, FL	$494,146	49,313
		Lake County, FL	$6,157,638	563,585
		Miami, FL	$1,452,739	64,163
		Mount Dora, FL	$638,400	32,907
		Ocala, FL	$1,838,623	179,521
		Orange County, FL	$5,698,934	375,219
		Polk County, FL	$27,921,453	2,604,925
		Polk County School Board, FL	$345,164	14,322
		Sarasota County, FL	$2,819,743	319,296
		St Petersburg, FL	$2,819,743	319,296
		Sunrise, FL	$2,557,532	157,258
		Tarpon Springs, FL	$675,255	59,407
		Wilton Manors, FL	$222,614	25,961
	2017 Hurricane Harvey	Brazoria County, TX	$3,380,670	257,397
		Dickinson, TX	$4,381,408	349,469
		Friendswood, TX	$4,096,828	135,952
		Galveston County, TX	$573,170	33,261
		Lake Jackson, TX	$20,548	4,281
		League City, TX	$2,422,457	116,461
		Liberty County, TX	$153,637	22,971
		Montgomery County, TX	$2,172,773	240,311
		Nueces County, TX	$84,568	8,540
		Seabrook, TX	$39,904	1,592
	2016 Hurricane Matthew	Brevard County, FL	$3,231,102	265,794
		Bunnell, FL	$104,606	8449
		Cocoa Beach, FL	$326,535	32,701
		Currituck Co. NC	$28,444	2,805
		Deltona, FL	$1,386,142	117,753
		Duplin, Co. NC	$7,107	53,988
		Fayetteville, NC	$946,967	81,449
		Flagler Beach, FL	$306,837	23,926
		Flagler County, FL	$2,752,630	152,610
		Florida DEP	$6,901,500	36,776
		Hilton Head Island, SC	$33,693,545	2,861,236
		Liberty Co. GA	$1,736,692	182,467
		Port Wentworth, GA	$84,022	6,282
		Raleigh, NC	$59,612	8,516
	2016 Flooding, Tornados	Waller County, TX	$19,674	1,186
		Friendswood, TX	$140,516	8,782
	2015 Tornado	Blanco County, TX	$48,033	2,495
	2015 Severe Storms, Tornadoes, Straight-line Winds, & Flooding	Blount County, AL	$1,401,613	139,628
	2014 Severe Storms, Flooding & Tornados	Escambia County, FL	$51,654	5,972
		Limestone County, AL	$1,184,243	120,817

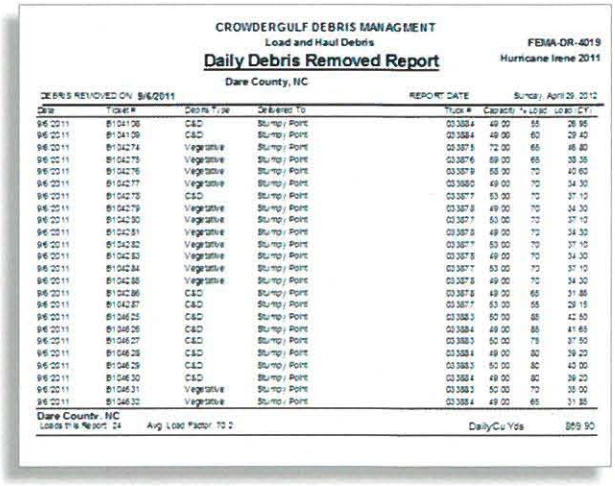
MONITORING FIRM / CONTACTS	EVENT	OWNER	PROJECT VALUE	PROJECT CY
		Dorchester County, SC	$1,976,944	98,119
	2014 Ice Storm Pax	Dare County, NC	$3,590,997	292,738
	2011 Hurricane Irene	Duck, NC	$62,738	3,138
		Kill Devil Hills, NC	$188,899	24,849
		Kitty Hawk, NC	$171,320	22,555
		Manteo, NC	$48,419	6,375
		Nags Head, NC	$40,052	5,269
		Newport News, VA	$1,065,377	97,421
		Onslow County, NC	$375,815	146,419
		Richlands, NC	$32,741	5,038
		Alvin, TX	$2,485,571	223,966
	2008 Hurricane Ike	Angleton, TX	$999,317	79,163
		Bayou Vista, TX	$798,580	41,602
		Beaumont, TX	$11,948,522	988,690
		Brookside Village, TX	$339,243	29,332
		Clear Lake Shores, TX	$633,545	31,465
		Clute, TX	$202,393	16,565
		Dauphin Island, AL	$3,245,527	210,520
		Deer Park, TX	$571,213	54,722
		Dickinson, TX	$2,309,107	217,088
		Freeport, TX	$208,215	17,411
		Friendswood, TX	$4,054,033	482,978
		Galveston County, TX Demo	$1,722,644	70,000
		Galveston County, TX	$84,145,785	3,871,319
		Jefferson County, TX	$1,275,233	93,263
		Kemah, TX	$1,562,035	96,633
		LaMarque, TX	$1,875,469	126,320
		League City, TX	$4,108,866	335,140
		Manvel, TX	$365,500	35,508
		Montgomery County, TX	$16,323,086	1,087,991
		Pearland, TX	$4,638,531	392,947
		Santa Fe, TX	$996,034	120,731
		Texas City, TX	$3,578,002	210,404
		Tiki Island, TX	$917,649	39,225
		Webster, TX	$187,227	13,220
		Leon County, FL	$36,533	2,824
	2008 T.S. Fay	Union Concrete Constructors Erie County, NY	$4,480,345	501,290
	2006 Ice Storm	Union Concrete Constructors Genesee County, NY	$258,128	36,193
		Ft Lauderdale, FL	$28,000,000	1,025,131
	2005 Hurricane Wilma	Jefferson County, TX	$12,698,992	1,078,770
	2005 Hurricane Rita	Ft Lauderdale, FL	$5,578,452	174,081
	2005 Hurricane Katrina	Gulfport, MS	$10,867,616	269,587
		Escambia County, FL	$66,433,000	4,240,192
	2004 Hurricane Ivan	Berkeley County Water & Sanitation, SC	$3,381,880	179,382
Atkins aka PBS&J **J. Michael Healy, PE,** Senior Engineer III, Emergency Management, 813.267.7058 (c), mike.healy@atkinsglobal.com **Jenni Edgar**, PBS&J Risk & Emergency Management, 919.357.3301 (o), jedgar@pbsj.com	2016 Hurricane Matthew	Windmill Harbor, SC	$339,975	22,235
	2014 Ice Storm Pax	West Palm Beach, FL	$3,177,615	336,297
	2005 Hurricane Wilma	Charlestown, RI	$34,378	1,499
Debris Tech	2017 Tornado	Hattiesburg, MS	$1,782,681	117,844
CDR Maguire	2018 Hurricane Michael	Jackson County, FL	$15,840,195	1,173,754

MONITORING FIRM / CONTACTS	EVENT	OWNER	PROJECT VALUE	PROJECT CY
Jeff Stevens, CDR Maguire, 401.536.8178 (o), Jeffrey.Stevens@cdrmaguire.com	2013 Blizzard Nemo	Ouachita Parish, LA	$379,247	30,860
Volkert **Kirby McCrary**, P.E., Disaster Operations Manager, 251.406.0166 (o), kirby.mccrary@volkert.com	2017 Hurricane Irma	The Villages Community, FL	$406,298	32,979
	2016 Flooding	AL DCNR Dept. of Conservation & Natural Resources	$500,000	1,801
	2014 Severe Storms, Flooding & Tornados	Essex County, VA	$138,739	16,359
Rostan Solutions, LLC **aka Arcadis/Haul Pass** **Jeff Cousins,** Operations Manager, Rostan Solutions, LLC , 954.707.8637 (c), jcousins@rostan.com	2017 Hurricane Irma	Estero, FL	$30,998	1,595
		North Port, FL	$737,413	63,542
		Tybee Island, GA	$75,798	9,735
	2016 Hurricane Matthew	Berkeley Co., SC	$931,731	75,610
		Garden City, GA	$365,490	23,730
	2016 Winter Storm	New Jersey Dept of Environmental Protection	$57,753,129	724,800
	2012 Hurricane Sandy	James City County, VA	$1,879,198	211,553
	2011 Hurricane Irene	Williamsburg, VA	$182,581	17,482
		York County, VA	$690,989	76,448
		O'Brien's Response Management / SEACOR Management / BP Oil Exploration & Production	$96,214,448	All Alabama Beaches Lump Sum & Hourly
O'Brien's **Bob Anderson**, Project Manager 714.222.9922 (c), robert.anderson@obriensrm.com **Duane Miller**, Manager, Consulting & Response, 251.716.1620 (c), duane.miller@obriensrm.com	2010 BP Oil Spill Response	Moss Point, MS	$450,924	38,278
Diversified Consultants **Stephanie Thompson**, Diversified Consultants, 228.474.0017, mosspointci25605@bellsouth.net	2005 Hurricane Katrina			
Landfall Strategies	2018 Hurricane Michael	Panama City	In Progress	
		Bay County	In Progress	
	2018 Hurricane Florence	Bald Head Island	$860,103	24,323
		Bolivia	$15,170	1,064
		Brunswick Co.	$6,962,537	382,830
		Caswell Beach	$143,364	10,520
		Leland	$1,510,413	113,814
		Oak Island	$1,618,445	131,665
		Sandy Creek	$14,986	1,889
		Shallote	$118,221	10,565
		Varnamtown	$66,268	4,369
	2017 Hurricane Irma	Apopka, FL	$2,108,037	150,294
		Arcadia, FL	$499,521	35,182
		DeSoto County, FL	$1,474,790	96,228
		Edgewood, FL	$214,703	15,547
	2016 Hurricane Matthew	Clay County, FL	$1,142,823	127,682
		Orange Park, FL	$19,604	1,976
		Ocean Isle, Beach, NC	$12,229	1,772
Witt O Brien's 1201 15th St., NW Washington DC 20005	2018 Hurricane Michael	Washington County, FL	$10,916,065	725,016
	2017 Hurricane Irma	Edgewater, FL	$214,703	15,547
		Hardee County, FL	$1,067,904	78,968
		Lauderdale By the Sea, FL	$71,211	6,748
		Nassau County, FL	$2,978,944	259,110
		Plantation, FL	$1,714,265	194,605
		Sanford, FL	$567,798	90,735
	2017 Hurricane Harvey	Jones Creek, TX	$62,579	3,532

MONITORING FIRM / CONTACTS	EVENT	OWNER	PROJECT VALUE	PROJECT CY
		Nassau Bay, TX	$205,059	6,323
		Port Arthur, TX	$11,140,778	702,201
		West Columbia, TX	$53,922	2,351
	2016 Hurricane Matthew	Edgewater, FL	$2936,463	201,602
		Thunderbolt, GA	$108,789	7,505
		Fripp Island, SC	$111,040	3,967
		Stuart, FL	$109,356	10,085
	2016 Hurricane Hermine	Leon County, FL	$5,118,148	225,051
		Tallahassee, FL	$3,470,173	162,260
Culpepper and Terpening, Inc. 2980 South 25th Street Fort Pierce, FL 34981	2017 Hurricane Harvey	LaMarque, TX	$396,255	21,993

Reports and Information

Reports display tracking of debris through work completed to aid and support ongoing project planning. CrowderGulf has the capability and know how to conform reports to the unique specifications of any project or even portions of a project. Reports can be developed quickly to capture specific County requested data. These reports serve as a valuable tool to everyone in decision making throughout the recovery process.


CROWDERGULF DEBRIS MANAGMENT
Load and Haul Debris
FEMA-DR-4019
Hurricane Irene 2011
Daily Debris Removed Report
Dare County, NC

We can provide the County with the following daily and weekly reports (at a minimum):

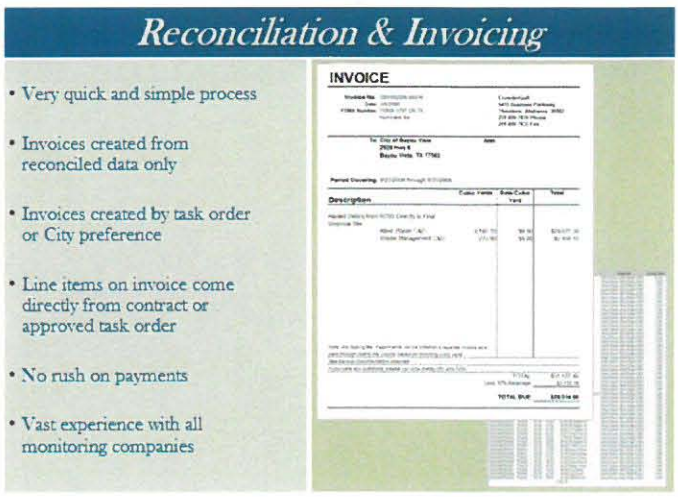
- Total cubic yards hauled
- Total cubic yards of vegetative debris hauled
- Total cubic yards of C&D debris hauled
- Total cubic yards of Stump debris hauled
- Total leaners or hangers cut
- Total cubic yards of mulch debris hauled
- Total cubic yards hauled to each DMS
- Other customized reports as requested

Reports may be provided in Excel format, Word format or PDF format.

Reconciliation and Invoicing

L Item 7 & 8 – Documentation and Monitoring

An important aspect of the documentation process is the reconciling of all the truck certifications and load tickets prior to invoicing. CrowderGulf has earned a solid reputation with clients and monitoring firms by working closely with them to ensure that data reconciling is completed before invoicing. Whether reconciling with a monitoring company or with our clients direct, our database has all the information needed to expedite this process.



After reconciliation is complete, it is time for invoicing. All invoices are fully supported by load tickets and other required documentation. CrowderGulf is very flexible in generating invoices. Invoices can be provided in different ways such as a dollar amount limit per invoice, designated work period on an

invoice (i.e. one week per invoice) or single task invoices. CrowderGulf strives to accommodate by adapting to preferred formats and preferences.

Having reconciled the data prior to invoicing makes the invoicing documents easier to read from FEMA's standpoint and speeds up the audit or reimbursement process. Schedules for invoicing are usually outlined in the contract. Many times, due to the severity of the disaster and the available resources by the City the payment schedule may be modified to allow more time to pay the invoices. CrowderGulf is able to accommodate these situations due to our strong financial stability.

Documentation Maintenance

CrowderGulf maintains all documentation for a period of at least 7-10 years, depending on the requirements. All tickets and truck certifications, task orders, and any other pertinent documentation are kept in both hard copy and electronic format. Having all documents in an organized electronic file allows for easy access if and when FEMA audits the work.

FEMA Requirements and Assistance in the Reimbursement Process

CrowderGulf works closely with all regulatory agencies to assure minimum issues in our disaster management efforts. Over the past 20 years, **98%** of CrowderGulf's work has been with Cities, Counties, States and Agencies that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. As a result of our success in documenting all aspects of the debris management process to support reimbursements, CrowderGulf has established itself as one of the most respected debris contractors in the United States.

As an example of our commitment to Clients, in June, 2010, a CrowderGulf Client requested assistance with a FEMA audit for work completed in 2005, after Hurricanes Katrina and Wilma. Consequently, one of our senior managers spent four weeks working onsite with the Client, as well as 1,000 plus hours of work time on the project researching and preparing documentation requests for FEMA. All of our time and assistance was provided to the Client at no cost. This is how every client is treated. CrowderGulf is committed to 'going to the mat' with them to make sure that our documentation is complete, accurate and provided in whatever format FEMA requests.

CrowderGulf's former FEMA Directors, Emergency Managers and FEMA trained Debris Specialists are available to assist in complying with FEMA guidelines and completing all documentation required by FEMA, FHWA or the Office of Inspector General. **Our Staff is well versed in the Code of Federal Regulations (44 CFR), FEMA's Public Assistance Program and Policy Guidelines (incorporating FEMA Debris Management Guide (FEMA 325), and the Public Assistance Debris Monitoring Guide (FEMA 327).**

CrowderGulf will share its knowledge and experience concerning reimbursement matters. The goal is to obtain maximum reimbursement by utilizing extremely accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist the County with the following:

- Developing Project Worksheets
- Estimating debris volumes for initial damage assessment
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process
- Reviewing all records to assure that they meet federal and state reimbursement guidelines
- Providing various levels of training for County employees
- Documenting all facets of work to support the claim process
- Maintain all documents for 7-10 years

Reimbursement

CrowderGulf is committed to completing any emergency management and recovery project for the County in the minimum amount of time and at the best price possible. We work in full regulatory compliance with all agencies involved in disaster recovery including but not limited to:

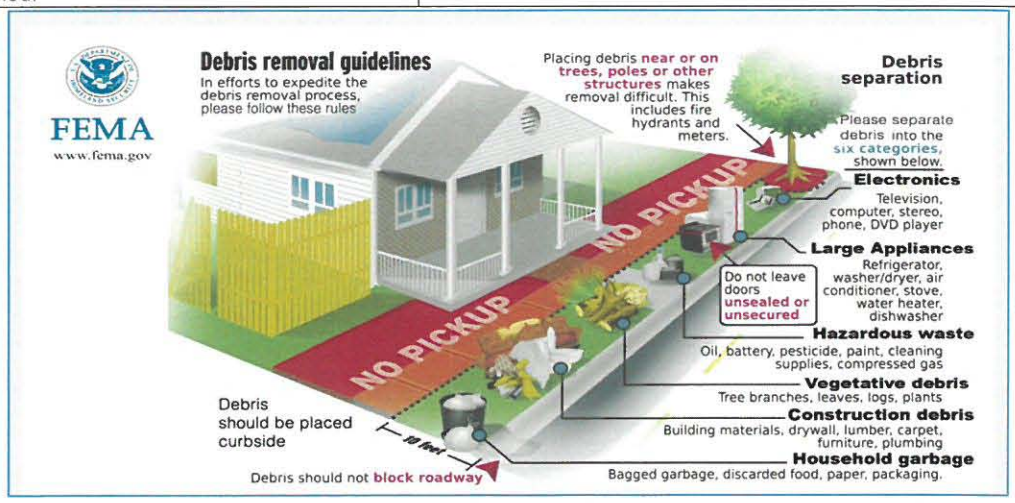
- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)

- Environmental Protection Agency (EPA)
- Texas Commission on Environmental Quality
- United States Coast Guard (USCG)
- United States Corps of Engineers (USACE)
- Texas Department of Health
- Texas Department of Transportation

Maximizing Reimbursements under the Sandy Recovery Improvement Act (SRIA) Program

FEMA's SRIA program is intended to increase the effectiveness of debris removal by providing incentives to subgrantees (counties/municipalites) who choose to take advantage of all or only parts of the program. CrowderGulf's Management Team are very experienced in working within the guidelines of FEMA's Public Assistance program and the new Pilot progam initiatives. CrowderGulf is available to assist clients in taking advantage of the alternate procedures of the Pilot program. Currently, FEMA has extended the Public Assistance Alternative Procedures for Debris Removal until June 27, 2019. However, to meet FEMA's strategic Plan objectives to streamline the grantee experience, and simply program delivery, the Agency is discontinuting the Recycling Revenues and Sliding Scale procedures because they were not meeting the goals established in the Sandy Recovery Improvement Act. FEMA continues to promote the use of Straight Time and Force Account Labor incentives. CrowderGulf is prepared to assist the County in taking advantage of the remaining program initiatives.

SRIA Program Incentives for Subgrantees	*CrowderGulf's Capabilities and Commitment to Clients(subgrantees)*
Straight Time and Force Account Labor: When a subgrantee has elected to participate in the Straight-Time Force Account Labor Procedure to perform all or part of the debris removal operations, FEMA will reimburse the base wages with associated fringe benefits as well as any overtime labor costs and the hiring of additional staff.	CrowderGulf will work directly with clients to augment the client's staff. This may be accomplished by dividing the client's damaged area into segregated or zone areas. Specific zones can be assigned to CrowderGulf crews for debris removal. Other zones will be designated for the client to use force account labor to remove debris. This partnership can expedite debris removal and allow for client crews to remain active and working when normal work could be delayed or be non-existent, due to disaster conditions. **CrowderGulf has always maintained that our relationships with clients are invaluable. No job is too small and we have never failed to fulfill any contractual obligations.**
Debris Management Plan Procedure: If a subgrantee has a FEMA - accepted Debris Management Plan and one or more pre-qualified debris removal contractors before the start date of a declared incident, the subgrantee may elect to receive the one-time 2% federal cost share increase incentive. This program is limited to the first 90 days of debris removal, beginning the first day of the incident period.	CrowderGulf is intimately familiar with the new FEMA Debris Management guidelines and will work with our clients to collaborate on the development of their Plan and provide assistance in review and updates each year. In addition, CrowderGulf will work diligently with our clients to maximize our resources in order to remove debris as quickly and safely as possible in order to support our clients in taking full advantage of this cost saving measure.



ESSENTIAL SUPPORT FUNCTIONS

➢ Readiness Support and Training

CrowderGulf's long and successful history of disaster response and recovery success is, in a large part, a result of continuous Readiness Planning and Training. CrowderGulf is dedicated to a year-round cycle of preparation, practice, review and analysis to refine our procedures and processes. We strive for continuous improvement with the goal of exceeding expectations where it matters, in project execution.

Joint training and pre-planning with the County will be an important part of Readiness Planning. **On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions.** In addition, our Debris Reduction specialists will be available to review and advise on potential DMSs. Preparedness training will be tailored to the County's needs and requests.

Usually, training will consist of all or some of the following topics:

- General understanding of the disaster declaration process
- Understanding the importance of thorough documentation in all processes
- Contract scope of work & scope of work timeframe
- FEMA debris removal eligibility & FEMA required documentation
- Responsibilities of the County & the contractor for debris management
- Pre-event actions
- Management team roles & responsibilities
- Initial response & recovery operations
- Debris removal & monitoring functions
- Truck certification process
- Documentation
- Close out & reimbursement

Training and pre-planning sessions are designed by the needs of each individual Client. For example, if our Client is preparing their own session and would like CrowderGulf to prepare material for discussion for a particular time slot, material such as handouts and PowerPoint presentations are created to present to the attendees based on the discussion topic provided by the Client. This type of involvement is usually requested by Clients who have knowledgeable staff who are experienced in the debris removal process and only need a quick overview of a particular topic.

CrowderGulf also provides a more in depth session for the Clients who need training and plan development specific to their geographical location. CrowderGulf is experienced in assessing the needs of each Client and providing the knowledge and training needed for a successful event. In these situations, CrowderGulf provides in depth training and plan development through PowerPoint presentations, handouts and table top exercises. During the in depth training and planning sessions, CrowderGulf can offer assistance in helping the decision makers make informed decisions regarding such things as DMS needs and locations, County disaster debris team members and their roles, whether it is in the best interest of the Client to acquire a monitoring firm, and identifying any other concerns that may not have been previously identified.

➢ Quality Control

The purpose of a quality control plan is to provide guidance and consistent attention to workplace policies and procedures in order to facilitate efficient, effective and safe debris removal and reduction. **CrowderGulf's success in managing quality is achieved by our commitment and attention to the people, processes, and procedures involved in our projects. This starts with identifying and communicating the following Fundamental Values to Quality Control Success:**

- Assurance of open and honest communication with clients at all levels in order to foster a clear and mutual understanding of expectations and promote mutual respect.
- Commitment to high quality standards - "Lead by Example".
- Dedication to staff training and education at all levels to ensure correct and safe performance of their tasks.
- Implementing "Clean As You Go" policy for every task

Our complete QC plan will be provided upon request.

➢ Health and Safety

CrowderGulf's Philosophy of Safety

All company operations are managed with an aggressive and proactive commitment to the safety and well being of employees, subcontractors and the public at large. We believe that this commitment to safety must go hand-in-hand with our commitment to quality production and cost efficiency. CrowderGulf believes that ALL injuries and accidents are preventable through the establishment of and compliance with safe work procedures. Therefore, the prevention of bodily injury and the safeguarding of health are the first considerations in all workplace actions and are the responsibility of every employee and subcontractor at all levels.

This philosophy is reinforced and fulfilled as defined below:

- The CrowderGulf Safety Plan for the County shall be in place at all times to provide mandated directives, required actions, procedures and guidance for all levels of employees from initial response to final closure. The Safety Plan is intended to ensure that all employees work safely and remain safe.
- At all times, CrowderGulf will comply with appropriate safety/ security laws and regulations such as those established by:
  The Occupational Safety and Health Act (OSHA),
  The EPA (Environmental Protection Agency),
  The DOT (Department of Transportation),
  All other applicable federal, state and local safety and health regulations, and Any additional safety standards required by the County

> **"I would like to take this opportunity to thank you and your crews for the industrious work performed for our City as a result of Hurricane Ike. Your crews should be commended for accomplishing such a monumental task in a short period of time."**
>
> **Toni Randall, Mayor**
> **League City, TX**

Corporate Commitment to Safety

CrowderGulf is committed to providing an accident free experience for our employees, subcontractors, visitors to our work sites and to the public we encounter during the execution of our projects. Our leadership team is firmly committed to the belief that "All Accidents Are Preventable". To emphasize our commitment to achieving an accident free experience in every CrowderGulf project, the company's senior executive, Mr. John Ramsay, serves as the senior Safety Official. Mr. Ramsay's personal attention to CrowderGulf's safety, health and accident prevention performance establishes an absolute standard of top priority for all personnel throughout the organization.

Many companies have written safety plans for individual safety topics, but few have a comprehensive plans designed to drive all company operations. CrowderGulf's corporate commitment to safety starts with its written Health and Safety Plan and includes all facets of company planning and operations. Our complete 368 page CrowderGulf Health and Safety Plan is available upon request.

Safety Performance Summary

CrowderGulf takes tremendous pride in our safety record. Since 2011, CrowderGulf has received no citations, notifications or violations, pertaining to OSHA, or state OSHA. In that time period, CrowderGulf has worked approximately 1,371,960 and experienced a total of 3 recordables, which is well below industry standards and the last recordable incident took place in 2011. CrowderGulf believes that providing the safest possible work environment is most beneficial for the company, and our clients. CrowderGulf employs a full time safety manager and maintains an up to date, all inclusive safety manual pertaining to all of CrowderGulf's vast job scope. We also believe that training, communication and monitoring are the best ways to obtain a safe work environment. CrowderGulf policy is that daily tool box meeting are mandatory, and the JSA process is to be used as a communication tool for our workers. Every person involved in a CrowderGulf project has not only the right, but the responsibility to stop the job if an unsafe act or situation is discovered, or if there is a need for more understanding of the work process. These factors have allowed us to perform above average in regards to our safety record.

Year	Hours Worked	OSHA Recordable	Days Away From Work Cases	R.I.F Rate (Recordable Incident Frequency)	D.a.r.t. Rate (Days Away, Restrictions, or Transfers)
2017	148,975	0	0	0	0
2016	111,243	0	0	0	0
2015	94,222	0	0	0	0
2014	89,478	0	0	0	0
2013	92,630	0	0	0	0
2012	59,373	0	0	0	0

As of January 1, 2019 CrowderGulf has completed the last 2,859 days of work recordable free.

*We have included our most current **OSHA Form 300A – Summary of Work-Related Injuries and Illnesses** as additional documentation of our exemplary safety record. Previous year's forms can be provided upon request*

OSHA's Form 300A

Summary of Work-Related Injuries and Illnesses **Year:** 2018

Form approved OMB no. 1218-0176

All establishments covered by part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35 for further details on the access provisions for these forms.

Facility Information:

Establishment name: CrowderGulf
Street: 5435 Buisness Parkway
City: Theodore
State: AL
Industry description:
Standard Industrial Classification (SIC) if known: 238900

Number of Cases

Total number of deaths (G)	Total number of cases with days away from work (H)	Total number of cases with job transfer or restriction (I)	Total number of other recordable cases (J)
0	0	0	0

Number of Days

Total number of days away from work (K)	Total number of days of job transfer or restriction (L)
0	0

Employment Information (If you don't have these figures, see the Worksheet on the back of OSHA Form 300A to estimate)

Annual average number of employees: 54
Total hours worked by all employees last year: 174,822

Injury and Illness Types

Total number of... (M)

(1) Injuries	0	(4) Poisonings	0
(2) Skin Disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Sign here

Knowingly falsifying this document may result in a fine.
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: SAFETY manager
Phone: (251) 509-9422 Date: 2/5/2019

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

CrowderGulf's Site Specific Safety Plan

The Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) for the County shall include the following commitments:

- Maintaining a safety and health program that meets the requirements of OHSA and all applicable laws.
- Equipping employees and subcontractors with the required safety equipment, hard hats, clothing, and other safety materials necessary to perform specific work tasks.
- Preparing an Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) to inventory and address specific work hazards.
- Providing employees and subcontractors with continuing safety and health training necessary to enable them to perform their work in a safe manner.
- Assuring that at no time, while on duty, may employees or subcontractors be under the influence of alcohol, narcotics, intoxicants or mind-altering substances. Violations of this policy may result in immediate dismissal.
- Assuring that employees and subcontractors be required to immediately report all accidents, injuries, and "near misses" to their supervisor.
- Conducting safety meetings to review past activities, plan for new or changed operations, review hazard analyses and establish safe working procedures.
- Communication of Health, Safety, Security and Environment (HSSE) standards will take place in orientation trainings, safety meetings specific to individual situations, daily tool box meetings, memo's and other ways CrowderGulf deems appropriate.
- Assuring that all associates, regardless of position know that they have the right to "Stop the Job" in the event of a HSSE deficiency.
- Conducting Job Hazard Analyses (JHA) to define the activities being performed, the sequences of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level.

A list of local Hospitals, Police Stations, and Fire/Emergency Response Stations will be provided as part of the Safety Plan after project activation.

SAFETY WILL BE THE PARAMOUNT CONCERN AT ALL TIMES

➢ Environmental Sensitivity

CrowderGulf is committed to unequivocal protection of the environment at all work sites and surrounding areas. This is accomplished by attention to organizational, operational and performance details. CrowderGulf personnel or subcontractors assigned to specific contractual duties that substantially impact environmental quality (i.e., incinerator operators) will have the quality of their work continually evaluated by a senior supervisor. Employees with duties partially or indirectly applicable to environmental protection will have those duties evaluated daily, whether relating to noise, smoke, dust, traffic, drainage or general containment actions or containment actions specifically related to hazardous materials.

Regulatory Permits and Compliance

CrowderGulf will ensure all applicable permits are obtained before work is started, including but not limited to the following:

- Air Quality
- Forestry
- Storm Water
- Reclamation of Surface Mining Sites
- Ground and Surface Water
- Local Health Department Permits

We work in full regulatory compliance with all agencies involved in disaster recovery including, but not limited to:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- United States Coast Guard (USCG)
- United States Army Corps of Engineers (USACE)
- Texas Commission of Environmental Quality
- Texas Department of Health
- Texas Department of Transportation

Environmental and Historic Considerations

State and local regulations, laws and ordinances will be addressed and followed for all environmental and historic preservation issues. The following list provides a brief review of the primary Federal laws which must be considered during debris management practices.

- National Environmental Policy Act
- Clean Water Act
- Clean Air Act
- Coastal Barrier Resources Act
- Resource Conservation and Recovery Act
- Endangered Species Act
- Coastal Zone Management Act
- Fish and Wildlife Coordination Act
- Wild and Scenic Rivers Act
- Executive Orders
- National Historic Preservation Act

Specific Environmental Concerns

Spills or Leaks

Should a spill or leak occur during performance of this contract, CrowderGulf will report the spill or leak to the County. CrowderGulf shall be responsible for cleaning up all spills in compliance with federal, state, and local laws and regulations and at no cost to the County or other government entities.

Asbestos Containing Materials

CrowderGulf is experienced and capable of managing the removal of asbestos containing material. If asbestos is encountered during a recovery effort for the County, CrowderGulf will utilize its resources to ensure all asbestos related activities are in accordance with Environmental Protection Agency (EPA) requirements, specifically the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61, Subpart M.

CrowderGulf staff will always comply with all environmental laws and regulations. CrowderGulf will conduct all debris operations outlined in this proposal to meet the program standards provided for in **FEMA Public Assistance Program and Policy Guidelines**. In addition, CrowderGulf will conduct all debris related operations in accordance with all applicable federal, state, and local laws, rules and/or regulations.

➢ Public Relations

After a disaster, residents want answers regarding recovery operations. CrowderGulf will work closely with the County to ensure that the residents are given accurate and timely information for their use and own individual planning purposes.

Developing a Public Information Campaign

Experienced CrowderGulf personnel will be available to assist the County in the development of a public information campaign. The information could include the parameters, rules and guidelines of debris operations so residents can begin their personal recovery activities. The language used will be simple and easy for all residents to understand. Materials and information may be distributed in more than one language for it to be understood by non-English-speaking populations and neighborhoods.

Distribution Strategy

The following are suggested vehicles for distributing the information:

- **Media** – Local television, radio, newspapers, or community newsletters
- **Internet Site** – Hidalgo County website
- **Public Forums** – Interactive meetings at town hall or shopping area kiosks
- **Direct Mail Products** – Door hangers, direct mail, fact sheets, flyers within billings, and billboards

Updates and Redistribution

The public information strategy will be able to address changes and revisions as debris removal operations progress. During the early stages of the operations, distribution may rely on the immediate transmission of the information through radio and television, to update the general public regarding the debris removal operations. Once operations become more routine and predictable, the information can be distributed through the print media, such as newspapers, mailings, and flyers.

Debris Information Center

CrowderGulf can assist the County in establishing a temporary debris information center to address concerns and complaints, and answer questions that are not included in the public information campaign at-large. The debris information center may also be utilized to report fraud. Regardless of the venue, it will be important to address the residents' concerns, complaints, and questions in a timely and efficient manner. Feedback from the information center will give the Management Team an indication of how effective and efficient the operations are progressing. The County and the On-Site Management Team may use this information to adjust operations appropriately.

Environmental Health and Safety Plan - *Short Version*

L Item 6. Safety Plan

CrowderGulf's Health, Safety and Environmental Plan - Total plan 329 pages, can be provided if needed.

Below you will find information taken from the Debris Specific; Safe Practices/Accident Prevention Manual for the purposes of this RFP. This excerpt provides information with regard to Company safety policy and practice. The all-inclusive Health, Safety and Environmental Plan - (329 pages), and the Debris specific Health and Safety Plan- (109 pages) can be provided upon your request.

CrowderGulf's Health, Safety and Environmental Plan provides mandated directives, required actions, procedures and guidance for all levels of employees. The plan is intended to ensure that all employees work safely and remain safe, by strict adherence to the components of this plan.

SAFETY POLICY

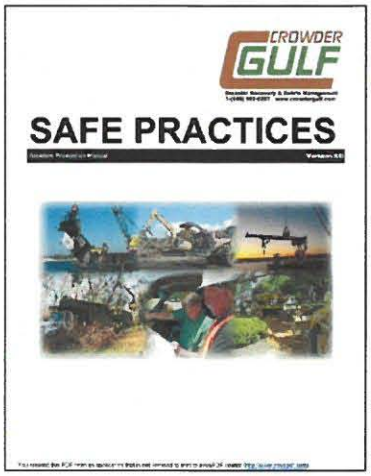
CrowderGulf is committed to providing all employees with a safe work environment. Employees must report unsafe conditions and must not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries and unsafe conditions to their supervisors. No safety report will result in penalty and/or negative consequences. **Management will give top priority to and provide the financial resources for the correction of unsafe conditions**. Similarly, CrowderGulf will take disciplinary action against any employee(s) who willfully or repeatedly violate workplace safety rules. This action will include verbal or written reprimands and may result in termination.

Senior Management will be actively involved with employees in establishing an effective safety program. Our Health and Safety Manager or designated Safety Officer will participate with the Client or representative in safety program activities. This participation will include CrowderGulf sponsored:

- Safety Education and Training.
- Reviewing workplace safety rules.
- CrowderGulf and the Client employee(s) promotion of safety participation.
- Tool Box sessions on Health and Safety.
- Accident critiques with refresher reviews

This safety philosophy statement embodies the CrowderGulf commitment to and involvement in providing a safe work environment. The Safety Plan will set the standards that implement the philosophy. Compliance with the safety rules will be required of all employees as a condition of continued employment. It is the policy of CrowderGulf that all safety measures and rules are carried out to the fullest. Where necessary, we will conform to additional safety standards required by the Town. To implement this policy, the following assignments are made with the full support of the management.

CrowderGulf Safe Practices/Accident Prevention Manual - Debris Specific Safety Manual



SAFETY AND HEALTH REQUIREMENTS

During emergency push and disaster debris recovery operations, it is extremely important that safety and health requirements are implemented. Personnel often perform unusual, difficult, hazardous tasks while in a challenging environment, and these conditions increase the risk of accident. Additionally, resources are in short supply. The loss of any resource to an accident indicates poor management. The safety and health of all employees, subcontractors, and members of the public exposed to recovery activities will be a primary concern during all emergency operations and recovery assistance.

INITIAL RESPONSE

CrowderGulf's safety and health professional shall be immediately alerted of the disaster and shall be included in the planning and execution of response and recovery efforts. This individual shall assess safety and health issues and shall assure precautions are taken prior to deployment of personnel. Issues to consider include: sanitation, drinking water, power supply, living quarters, driving conditions, environmental conditions, and health issues.

MOBILIZATION OF PERSONNEL

Prior to departing their duty station for emergency operations and recovery assistance activities, appropriate personnel will be provided:

- Personal Protective Equipment (PPE) (e.g., head, eye, hearing, foot protection, and PFDs) appropriate for the hazards of the field activities that they will perform

SAFETY ORIENTATION

Safety and health briefings and orientation shall be conducted as personnel arrive at the emergency area and prior to beginning work activities.

COMMUNICATIONS

- Paging equipment, two-way radios, cellular phones, computers, and facsimile machines shall be used as needed to establish and enhance communications.
- Safety and health programs, documents, signs, tags, instructions, etc., shall be communicated to employees and the public in a language that they understand.
- The Safety Coordinator shall compile a list of telephone numbers for all personnel and emergency numbers for fire, police, hospitals, etc. and shall distributed to the DMS supervisor, Project Manager, City/Town/County debris coordinator and post at each tower site. The Safety Coordinator shall retain a copy for the official record and send a copy to the DAO office.

MACHINERY AND MECHANIZED EQUIPMENT

Inspection of equipment is critical. Maintenance logs on all equipment should be reviewed immediately upon notice of possible deployment to assure each vehicle has had its proper service prior to deployment. Inspections and tests shall be in accordance with manufacturers' recommendations and shall be documented. Equipment not meeting safety standards or the requirements of this manual will not be used. Records of tests and inspections shall be maintained at the site by the Project Manager, and shall be made available upon request of the designated authority, and shall become part of the project file documentation.

All machinery and equipment shall be inspected before use to ensure safe operating conditions: competent persons will perform the daily inspections and tests. Tests shall be made at the beginning of each shift. If deficiencies are noted in the equipment, which compromises the overall safety of individuals, the operator or the overall operation, the vehicle will be deemed unsafe and immediately taken out of service. A log identifying the equipments' problems shall be completed by the operator and signed off on by the Project Manager. A mirror or wheel tag shall be placed on the steering wheel and shall remain until the service issues have been resolved. When the corrections have been made, the equipment shall be retested prior to being returned to service.

- Machinery and equipment shall be operated only by designated, qualified personnel. Machinery shall not be operated in a manner that will endanger the operator, other persons or property. Leaving the equipment unattended while powered is strictly forbidden. All equipment shall be operated for its intended usage and in accordance with manufacturer's instructions.
- Seat belts and other safety devices shall be worn at all times.
- Trucks hauling debris on public highways shall have physical barriers (tail gates or chain link fencing and covers) to prevent debris from falling from the truck. Vehicle in Reverse alarms shall be provided; the need for rollover warning devices shall be considered for long-bed end-dump trucks. Single or double sideboards added to trailers designed for normal operation with the additional boards are permitted.

- Prior to operation, contractors shall refer to written safe operating procedures for each brush chipper, shredder, and/or grinder. In the event that plans are not written, the Contractor shall develop a safe operating plan for each piece of equipment. Standard Operating Procedures (SOPs) shall incorporate the manufacturer's recommendations for safe operation of the chipper as well as the use of emergency zones and fire prevention efforts. Operations and maintenance manuals for chippers, grinders, and shredders shall be kept on-site. A minimum 200 ft (61.0 m) pedestrian emergency zone is required during operation of chippers, shredders, and grinders unless documentation or actual practice indicates otherwise. The public shall be kept a minimum of 300 ft (91.4 m) from all chipper operations. Signs shall be placed at 200 ft (61.0 m) indicating flying debris hazards and that pedestrians are prohibited.
  - Unprotected personnel shall not enter the emergency zone while the chipper is in operation. Front-end loaders and other debris loading equipment in the debris reduction areas or feeding grinders, shredders, chippers, or burn pits shall have completely enclosed cabs. Protection shall include heavy metal grating of sufficient strength to protect the operators from loose limbs, and woods or other debris thrown from grinders.
  - Whenever chipper operations are shut down for any significant length of time (e.g., overnight or when the chipper will be left unattended), equipment walls, crevice drums, cutter heads and hammers, and drive mechanisms shall be cleared of all combustible materials by blowing, washing, and wetting down. Any material contaminated by leakage of hydraulic fluids, oils, or fuel shall be immediately removed. Leakage shall be minimized through preventive maintenance. Because piles of chipped

wood are susceptible to spontaneous combustion, fire controls such as segregation, separation, and adequate water supply shall be used.

- The number of workers in proximity to loaders, trucks, and other equipment shall be the minimum necessary to accomplish the job. In restricted areas or areas with reduced access or visibility, special precautions will be taken to ensure the safety of workers on the ground. Sequencing of work shall minimize equipment movement when personnel are in the work area. Moving equipment and workers in the same immediate area is to be avoided. Whenever workers are in the area of operating machinery or vehicular traffic, they shall be provided reflectorized vests.

- Loaders, track-hoes, and other construction equipment in debris reduction areas shall have lights in the front and back in order to work at night.
  - Access ladders to knuckle boom self-loaders shall be a minimum of 12 in (30.5 cm) width with 16 in (40.6 cm) recommended. The ladder shall be in good operating condition
  - No modifications or additions which affect the capacity or safe operation of the machinery or equipment shall be made without the manufactures' express written consent.

MOTOR VEHICLES

- All persons operating a motor vehicle shall possess a valid drivers' license, a permit valid for the equipment being operated.
- Inspections on motor vehicles should be performed prior to mobilization and weekly thereafter. The following systems checks should be administered:
  - Seat Belts for all occupants
  - Operating Controls
    - Turn Signals
    - Brake lights
    - Horns
    - Steering
    - Parking Brake
  - Check for fluids
    - Wiper
    - Brake
    - Oil
    - Gas
    - Coolant

All vehicles shall be equipped with the following:

- Fire Extinguishers
- Working Speedometer
- Working Fuel Gauge
- Working Horn
- Windshield and wiper blades

TRAFFIC CONTROL

- Traffic control is extremely important on highways, in residential areas, and at construction sites. When traffic may pose a hazard to operations, public roads will be closed. Road closings shall be coordinated in writing with appropriate local agencies. Traffic controls and signage should comply with the DOT Federal Highway Administration's ***"Manual of Uniform Traffic Control Devices."***
- When a road cannot be closed, the following precautions may be taken:
  - **"MEN WORKING AHEAD"** or similar signs shall be placed along the roadway, 1,000 ft and 500 ft before the work zone, on both sides of the work zone;
  - Sufficient number of flag persons shall be used to control traffic within the work area;
  - Flag persons shall be used and shall receive instruction in flagging operations before being placed in traffic (training and certification by the National Safety Council (NSC) is recommended);
  - All flag persons shall wear steel-toed shoes, international-orange reflective vests, and hard hats;

- "STOP" and "GO" signs, not flags, will be used for traffic control;
- Flag persons shall be able to communicate with each other and with the foreman; and
- Two-way radios shall be used whenever visual contact between flappers is not achieved.

- All construction vehicles and all vehicles exceeding 1 1/2 tons should have a signal person to assist in backing in residential areas.

DEFENSIVE DRIVING

Personnel involved in emergency operations are at increased risk of motor vehicle accidents due to damaged roadways, debris/hazards in roadways, road closings, malfunctioning or missing traffic control devices, and driving under challenging environmental conditions. Safe driving programs shall be instituted and driving safety monitored. Personnel operating off-road vehicles shall be trained, prior to operation, in the use of such equipment.

Principals of defensive driving shall be practiced and seat belts worn at all times. The operator shall maintain proper control of the vehicle at all times. Vehicles will not be driven at speeds greater than the posted limit. With regard to weather hazards, traffic, road hazards and other existing conditions operators will use caution

PUBLIC SAFETY

Public safety is important since the majority of work will be performed in the community. Emergency operations present potential hazards to children; problems in defining and keeping the public from work areas; traffic and road debris hazards; utility and structure hazards; and fire and other hazards. Requirements for work area delineation, traffic control devices, and the use of flag persons shall be considered. Public service announcements shall be used as needed to promote safety of the public exposed to C-G activities. Barriers and fencing shall be considered in restricting the public from operation sites.

HEALTH HAZARD RECOGNITION

Health hazards such as asbestos, lead paint, radiation, and hazardous chemicals shall be identified and controlled through the recommendations of a qualified industrial hygienist(s) or certified Hazmat Contractor. Instrumentation, as required, shall be provided for the detection/measurement of health hazards.

TREE MAINTENANCE AND REMOVAL

Each location where tree maintenance or removal is done shall be under the direction of a qualified tree worker.

Working near electrical equipment and systems:

- Employees working in the proximity of electrical equipment or conductors shall consider all such equipment or conductors energized with potentially fatal voltage, never to be touched (directly or indirectly).
- An inspection shall be made by a qualified tree worker to determine whether an electrical hazard exists before climbing, entering, or performing any work in, or on a tree.
- Only a qualified line clearance tree trimmer or qualified line clearance tree trimmer trainee (under the direct supervision of qualified personnel) shall be assigned to the work if it is found that an electrical hazard exists.
  - There shall be a second qualified line clearance tree trimmer or line clearance tree trimmer trainee within normal voice communication during the clearing operations aloft under the following conditions:
  - When the line clearance tree trimmer or line clearance tree trimmer trainee must approach any closer than 10 ft. (3 m) to any conductor or electrical apparatus energized in excess of 750 volts;
  - When branches or limbs being removed cannot first be cut (with a pole pruner/pole saw) sufficiently clear of the equipment or conductors so as to avoid contact; or
  - When roping is required to remove branches or limbs from such equipment or conductors. Line clearance tree trimmers and line clearance tree trimmer trainees shall maintain the distances from energized conductors. All other tree workers shall maintain a minimum distance of 10 ft (3 m) from energized conductors rated 50 kV phase-to-phase or less. For conductors rated over 50 kV phase-to-phase, the minimum distance shall be 10 ft plus 4'10 in. (3 m +/- 1 cm) for each kV over 50 kV. During all tree working operations above a height of 12 ft. (3.6 m) that are not subject to the requirements of this section, there shall be a second worker in the vicinity.

EQUIPMENT

Equipment shall be inspected, maintained, repaired, and used in accordance with the manufacturer's instructions.

- Employees shall be instructed in the safe and proper use of all equipment provided to them.
- Climbing ropes shall not be used to lower limbs or other parts of trees or to raise or lower equipment.
- A handle shall be used for raising and lowering tools.
- Tools used for cabling, bark tracing, cavity work, etc., shall be carried in a bag or belt designed to hold tools and not put in the pockets or stuck in the top of a boot.
- When placing an employee in a tree with an aerial device, prior to leaving the basket for entry onto the tree, and before removing the safety line attached to the basket, the employee shall be safely secured to the tree. The procedure shall be reversed when entering the basket from the tree.

TREE CLIMBING EQUIPMENT

- Climber spurs shall be of the tree-climbing type and shall have gaffs of the type and length suitable for the tree being climbed.
- Climbing ropes shall have a minimum diameter of 1/2 in (1.2 cm) and be constructed of a synthetic fiber, with a minimum nominal breaking strength of 5400 lb (2439.4 kg) when new. Maximum working elongation (elasticity) shall not exceed 7% at a load of 540 lb (244.9 kg) (10% maximum breaking strength).
- Polypropylene or other synthetic ropes having similar low melting points shall not be used as climbing ropes.

A tree worker shall be tied in with an approved type of climbing rope and safety saddle when working above the ground: this does not necessarily apply to a worker ascending into a tree; work may be performed while standing on a self-supporting ladder but only when the worker is tied in as required. During climbing operations, tree limbs should be inspected before weight is applied to them.

A 5/8 in (1.5 cm) metal shackle shall be secured to the end of a support line that meets minimum standards for a climbing line. The support line shall be tied to the pin of the shackle with the climbing line placed through the shackle. The support line shall be tied off at the base of the tree or any other acceptable anchor. The climbing line shall be crotched as soon as practicable after the employee is aloft, and a taut-line hitch tied and checked. The worker shall be completely secured with the climbing line before starting the operation. The worker shall remain tied in until the work is completed and he/she has returned to the ground. If it is necessary to re-crotch the rope in the tree, the worker shall retie in or use the safety strap before releasing the previous tie.
Tree workers shall not carry tools in their hands while climbing. Tools shall be raised and lowered one at a time by means of a line, except when working from an aerial-lift device or during topping or removing operations.

FELLING

Prior to felling operations, the employee shall consider:

- The tree and the surrounding area for anything that may cause trouble when the tree falls.
- The shape of the tree, the lean of the tree, and decayed or weak spots.
- Wind force and direction.
- The location of other people.
- Electrical hazards.

Prior to felling operations, the work area shall be cleared to permit safe working conditions and an escape route shall be planned. Each worker shall be instructed as to exactly what he/she will do. All workers not directly involved in the operation shall be kept clear of the work area.

Before starting to cut, the operator shall be sure of his/her footing and must clear away brush, fallen trees, and other materials that might interfere with cutting operations. A notch and back cut shall be used in felling trees over 5 in (12.7 cm) in diameter (measured at breast height). No tree shall be felled by "slicing" or "ripping" cuts.

- The depth or penetration of the notch shall be about one third the diameter of the tree.
- The opening or height of the notch shall be about 2.5 in (6.3 cm) for each 1 ft (0.3 m) of the tree's diameter.
- The back cut shall be made higher (approximately 2 in (5 cm)) than the base of the notch to prevent kickback.

The employee shall work from the uphill side whenever possible. Just before the tree or limb is ready to fall, an audible warning shall be given to all those in the area. All persons shall be safely out of range when the tree falls. If there is danger that the trees being felled may fall in the wrong direction or damage property, wedges, block and tackle, rope, or wire cable (except when an electrical hazard exists) shall be used. All limbs shall be removed from trees to a height and width sufficient to allow the tree to fall clear of any wires and other objects in the vicinity.

Special precautions shall be taken when roping rotten or split trees due to the potential for falling in an unexpected direction even though the cut is made on the proper side. Persons shall be kept back from the butt of a tree that is starting to fall.

BRUSH REMOVAL AND GRINDING, CHIPPING

Brush and logs shall not be allowed to create a hazard at the work site. Employees working with a brush chipper shall be trained in its safe operation. The chipper shall be operated in accordance with the manufacturer's recommendations.

Brush Grinding -Chippers

- Rotary drum and disk-type tree or brush chippers not equipped with a mechanical in-feed system shall be equipped with an in-feed hopper not less than 85 in (215.9 cm) (the sum of the horizontal distance from the chipper blade out along the center of the chute to the end of the chute and the vertical distance from the chute down to the ground) and shall have sufficient height on its side members to prevent personnel from contacting the blades or knives of the machine during normal operations.
- Rotary drum and disk-type tree or brush chippers not equipped with a mechanical in-feed system shall have a flexible anti-kickback device installed in the in-feed hopper for the purpose of protecting the operator and other persons in the machine area from the hazards of flying chips and debris.
- Disk-type tree or brush chippers equipped with a mechanical in-feed system shall have a quick stop and reversing device on the in-feed. The activating mechanism for the quick stop and reversing device shall be located across from the top, along each side of, and as close as possible to the feed end of the in-feed hopper and within easy reach of the operator.
- The feed chute or feed table of a chipper shall have sufficient height on its side members to prevent operator contact with the blades or knives during normal operation.
- A swinging baffle shall be mounted in front of the knives to prevent throwback of material.
- Brush chippers shall be equipped with an exhaust chute of sufficient length or design to prevent contact with the blade.
- Brush chippers shall be equipped with a locking device on the ignition system to prevent unauthorized starting of the equipment.
- Brush chipper cutting bars and blades shall be kept sharp, properly adjusted, and otherwise maintained in accordance with the manufacturer's recommendations.

Trailer brush chippers detached from trucks shall be chocked or otherwise secured. All workers feeding brush into chippers shall wear eye protectors. Loose clothing, gauntlet-type gloves, rings, and watches shall not be worn by workers feeding the chipper. Employees shall never place hands, arms, feet, legs, or any other part of the body on the feed table when the chipper is in operation or the rotor is turning. Push sticks (of material that can be consumed by brush chipper) shall be used. Brush chippers shall be fed from the side of the centerline, and the operator shall immediately turn away from the feed table when the brush is taken into the rotor. Chippers shall be fed from the curbside whenever possible. Material such as stones, nails, sweepings, etc. shall not be fed into brush chippers. The brush chipper chute shall not be raised while the rotor is turning.

OTHER OPERATIONS AND EQUIPMENT

Pruning and trimming

- Pole pruners, pole saws, and similar tools shall be equipped with wood or nonmetallic poles. Actuating cords shall be of a non-conducting material.
- Pole pruners and pole saws shall be hung securely in a vertical position with the sharp edges away from employees. They shall not be hung on utility wires or cables or left overnight in trees.
- When necessary, warning shall be given by the worker in the tree before a limb is dropped.

Limbing and bucking

- Whenever it is possible to do so, the tree worker shall work on the side on which the limb is being cut.
- Branches bent under tension shall be considered hazardous.
- When topping or lowering limbs, consideration shall be given to the use of taglines to control the limbs. A separate line shall be attached to limbs that cannot be dropped or are too heavy to be controlled by hand. The use of the same crotch for both safety rope and work rope shall be avoided.
- In bucking, tree workers shall stand on the uphill side of the work whenever possible. The tree worker shall block the log to prevent rolling when necessary.
- When bucking, wedges shall be used as necessary to prevent binding of the guide bar or chain. Stump cutters shall be equipped with enclosures or guards that effectively protect the operator.

Trucks

- A steel bulkhead or equivalent protection shall be provided to protect the occupants of vehicles from load shifts.
- Logs or brush shall be securely loaded onto trucks in such a manner as not to obscure taillights or brake lights and vision, or to overhang the side.
- In order to avoid the hazard of spontaneous combustion or the production of undesirable products, wood chips shall not be left in trucks for extended periods.

Power Saws

- Power saws weighing more than 15 lb (6.8 kg) that are used in trees shall be supported by a separate line, except when used from an aerial lift device.
- Where there are no lateral branches on which to crotch a separate support line for power saws weighing more than 15 lb (6.8 kg), a false crotch shall be used.
- The engine shall be started and operated only when all coworkers are clear of the saw.
- The operator will shut off the saw when carrying it over slippery surfaces, through heavy brush, and when adjacent to personnel. The saw may be carried running (idle speed) for a short distances (less than 50 ft (15.2 m)) as long as it is carried to prevent contact with the chain or muffler.

Chopping tools

- Chopping tools that have loose or cracked heads or splintered handles shall not be used.
- Chopping tools shall never be used while working aloft.
- Chopping tools shall be swung away from the feet, legs, and body, using the minimum power practical for control.
- Chopping tools shall not be driven as wedges or used to drive metal wedges.

Cant hooks, cant dogs, tongs, and carrying bars

- Hooks shall be firmly set before applying pressure.
- Workers shall be warned and shall be in the clear before logs are moved.
- The points of hooks shall be at least 2 in (5 cm) long and shall be kept sharp.
- Workers shall stand to the rear and uphill when rolling logs.

Wedges and chisels

- Wedges and chisels shall be properly pointed and tempered.
- Only wood, plastic, or soft metal wedges shall be used with power saws
- Wood-handled chisels should be protected with a ferrule on the striking end.

Chipping and Grinding Debris Management Sites

Locating Debris Management Sites for chipping / grinding of vegetative and land clearing debris will require a detailed evaluation of potential sites and possible revisits at future dates to see if site conditions have changed or if the surrounding areas have changed significantly to alter the use of the site

DMS DESIGN AND OPERATIONAL FEATURES

The information gathered during the baseline data collection becomes important to the design of the site. The efficiency and the overall success of the DMS operations are determined by how the site is designed.

A minimum of the following features will be designed into the DMS plan.

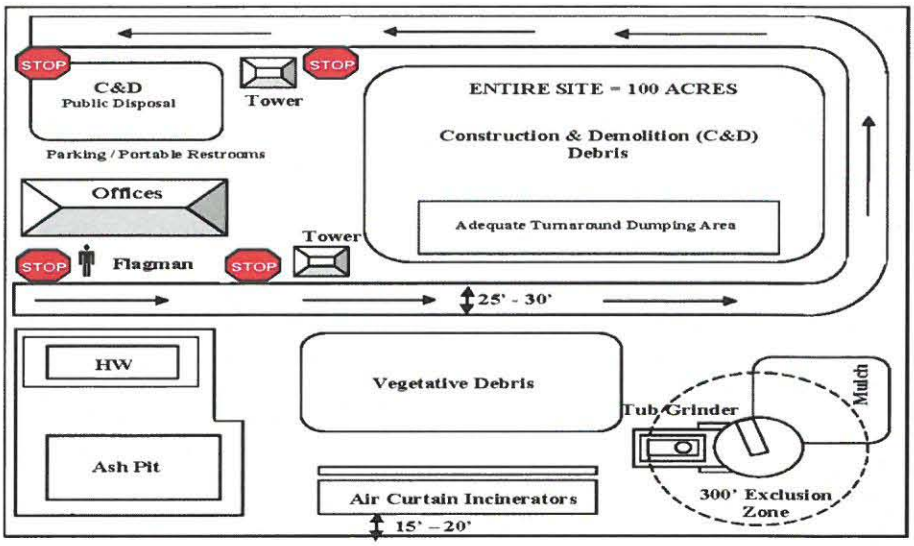
- Portable toilet facilities will be conveniently located to serve the inspection towers, crews working on the site, and office facilities
- Perimeter chain-link fencing, erosion and sediment control fencing, and other necessary drainage control methods when needed
- Site traffic flow will provide for orderly movement of vehicles and equipment to avoid crossing traffic lanes with the construction of two entrances/exits with lockable gates
- At the request of the Town, the DMS(s) may be restricted to the Town and Contractor vehicles only.
- Safe and ready access of fire safety and rescue equipment will be provided to all functional sections of the site and to debris stockpiles
- A Safety Zone of at least 200 feet will be established around the grinder
- Air Curtain Incinerator (ACI) or Open burning safety zone will be established and will be 1,200 feet from any structure (other than inspection tower) and no less than 250 feet from any other pile or type of debris on site
- Ash storage pit will be adjacent to ACI units
- Compacted crushed rock and/or mulch will be used on ingress/egress road surfaces
- Designated personnel parking area for 30 vehicles will be established
- Space for two 12'x50' office trailers will be established
- Development of a lined Hazardous Materials Containment Area surrounded by a berm
- Two vegetative debris piles for grinding operations
- Sufficient area for chip piles to minimize pile height to prevent spontaneous combustion
- C&D debris area will be separate from other debris areas
- Adequate area maintained at each site for truck maneuverability and a level stable surface for equipment to complete the dumping process
- Site orientation will provide for ACI operations and grinding operations to be located downwind from offices and inspection towers (i.e., prevailing winds will be considered when setting up site)
- If necessary, separate areas/sites for the public to use for dumping vegetative and C&D debris will be provided. Depending on the process prescribed for allowing this, a separate tower may be required to facilitate accounting for the material entering the public section. If off site citizen collection areas are developed in accordance with the Town's Debris Management Plan, CrowderGulf will remove debris from those sites on a regular basis as directed by the Town's Project Manager.

DMS SITE PLAN

A DMS Plan will be prepared to a scale of 1" = 50'. The Task Order specific Management and Operations Plan will be updated to include the Site Management Plans for all DMSs and Disposal Sites operated by CrowderGulf. The DMS Plan will display such functions as:

- Access to the Site
- Site Preparation – clearing, erosion control, and grading
- Traffic Control
- Site Security, Safety and Segregation of debris storage areas
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection towers
- Location of incineration operations and chipping operations
- Location of existing structures or sensitive areas requiring protection
- Household Hazardous Waste (HHW) or Hazardous, Toxic and Radioactive Waste (HTRW) storage
- A detailed list of equipment
- Sanitation facilities

The general site plan as shown below, will be modified to fit the needs of each specific DMS and will incorporate all specifications addressed in the FEMA 325 and all local, state and federal regulations and requirements.

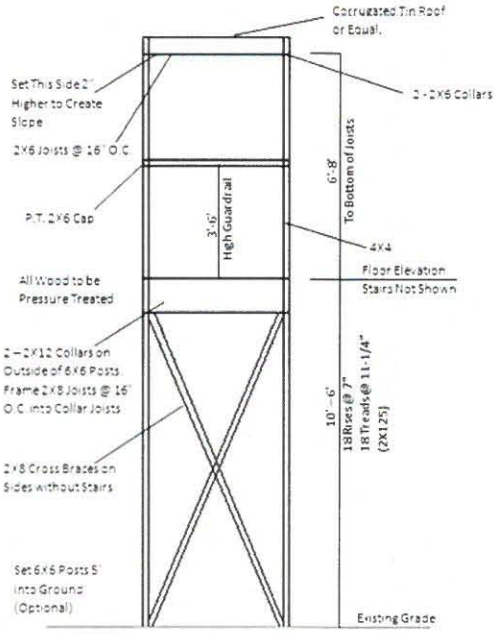


INSPECTION TOWERS

At no cost to the Town, CrowderGulf will construct a minimum of one inspection tower at each site adjacent to the roadway. A minimum of one exit lane for all trucks to use will be visible from a tower. This allows for checking truck beds before exiting, ensuring that they are completely empty. The Inspection tower site location will provide a .25 mile approach outside the public road system to accommodate any truck back up.

- All towers will be OSHA and FEMA compliant. At a minimum, the towers will be constructed with pressure treated wood with the floor elevation of the tower 15 foot above the existing ground elevation; the floor area shall be 8'x8', constructed of 2"x8" joists, 16" O.C. with ¾" plywood supported by four 6"x8" posts.
- The perimeter of the floor area will be protected by a four foot high wall constructed of 2"x4" studs and ½" plywood. The floor area will be covered by a corrugated tin roof.
- The roof shall provide a minimum of 6'8" of headroom below the support beams.
- Wooden steps will provide access with a handrail. In addition, the construction of towers will comply with all applicable Town building codes.
- Inspection towers shall be capable of seating a minimum of three inspectors each.
- Towers will be removed at the completion of the project or when the site is no longer in need.
- Scissor lift may be substituted used for a debris tower, when applicable.

Inspection Tower



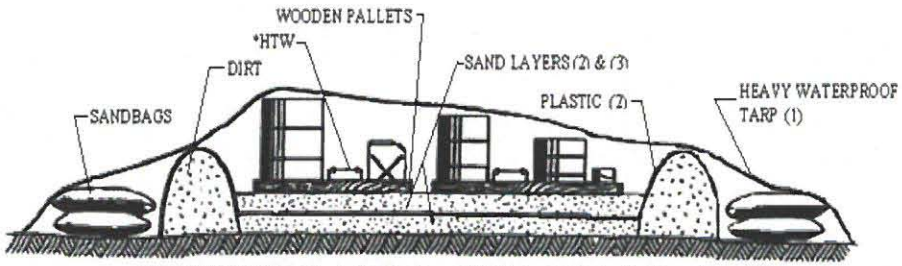
HAZARDOUS MATERIALS CONTAINMENT CENTER

In accord with FEMA 325 specifications, CrowderGulf will construct an area designed for the temporary storage and confinement of hazardous material. Material deposited into this facility will be inventoried and stabilized. Any leaking containers will be placed in "over pack drums". A well-marked, defined and enforced NO SMOKING area will be established within 200 feet of this area.

Minimum Design Criteria for the Hazardous Materials Containment Area:

1) 30'x30' in size, the perimeter lined with hay bales staked in place
2) Water proof liner or plastic ground protection cove
3) Rain and snow cover for the entire area

FIELD EXPEDIENT HTW CONTAINMENT CELL



*HTW INCLUDES: Paint, Solvents, POL (Petroleum, Oil & Lubricants), Batteries, Anti-Freeze, Propane Tanks, Aerosols

NOTES:
1. Containment cell must be covered at all times
2. Plastic is sandwiched between layers to prevent plastic from tearing
3. Contaminated sand shall be properly contained & disposed of as hazardous waste

DEBRIS SEPARATION AND REDUCTION

The Debris Reduction Manager will supervise the separation and segregation of all loads deposited at the DMS. If site segregation is required because of mixed loads, the separation will reflect the six categories cited below. Each of the following categories of debris will be dealt with in full compliance with the CrowderGulf Environmental Plan and local, state and federal standards:

Clean, vegetative debris

- Vegetative debris containing other foreign matter
- Construction and Demolition (C&D) Debris
- Salvageable or recyclable debris
- White Goods, e-goods
- Hazardous or toxic materials / waste

Vegetative debris will be placed into two or more piles (no more than 15 feet high) which will allow for volume reduction without interfering with the ongoing dumping operation or until the dumping and/or reduction operations are complete. As directed by the Town's representative, all construction and demolition (C&D) debris will be hauled directly to a certified landfill or prepared for reduction or recycling if feasible. White goods will be degassed, crushed and bailed for sale as scrap metal.

FIELD SAFETY MATRIX

Task	Specific Hazard Potential	Special Training Required	PPE Required	Fire Hazard	Comments
Flagger	Machine and Truck Conflicts, personnel and personal clearance from machinery. Could get run over and hit. Dangerous weather	Flagging Training, General Jobsite safety manual requirements PPE training.	Hard Hats Boots Reflective – Vest Pants Rain Gear	Flaggers must know how to operate a fire extinguisher (FE) and the FE locations	Flaggers must be very attentive and make sure they are in sight of the truck drivers and equipment operators. All flaggers must maintain these distances: 4' from pavement edge, 100' from site entrance, 50' from trucks while dumping, 25' from self loaders. Flaggers must pay attention in their area and work together. Maintain contact with foreman and site manager. Listen for backup alarms. Report dangerous weather. Stay out of grinder safety area.
Equipment Operators Drivers	Traffic conflicts with other equipment and trucks. Risk of damaging property or personnel if not attentive. Could get hit or hit somebody or equipment/trucks. Equipment failure or malfunctioning. Mount and dismount to equipment fall hazard.	General Jobsite safety manual requirements. Operation Certification. Driver's License. Equipment manufacturer operations manual requirements.	Hard Hats Boots Reflective – Vest Pants	Operators must know how to operate a fire extinguisher (FE) and the FE locations. NO smoking during fueling.	Pay attention to your spotters and flaggers. Drive slow and pay attention to signage. Operators must inspect equipment before use to ensure all safety measures are functioning properly. Clear your boots and hands or gloves prior to entering or exiting equipment.
Laborer	Personal clearance from equipment and vehicles. Could get run over and hit. Having contact with HHW. Dangerous weather.	General Jobsite Safety manual requirements. PPE training	Hard Hats Boots Reflective – Vest Pants Gloves Rain Gear	Laborers must know how to operate a fire extinguisher (FE) and the FE locations. NO	Laborers must be very attentive and make sure they are in sight of the truck drivers and equipment operators. Beware of HHW. Stay Clear of grinder safety area.
Foreman/ Supervisors	Personal clearance from equipment and vehicles. Could get run over and hit.	General Jobsite Safety manual requirements. PPE training.	Hard Hats Boots Reflective – Vest Pants	Foreman/Supervisors must know how to operate a fire extinguisher (FE) and the FE locations. They should make sure all employees know the FE locations and proper use of a FE	Management employees must watch out for all operations and also continuously inspect the site to safety issues and update the plan as necessary. Stay clear of grinder safety area.
Spotters	Machine and truck conflicts, personnel and personal clearance from machinery. Could get hit or run over or hit by debris being dumped.	General Jobsite safety manual requirements. PPE Training	Hard Hats Boots Reflective – Vest Pants Rain Gear	Spotters must know how to operate a FE and the FE locations	Spotters must be very attentive and make sure they are in sight of the truck drivers and equipment operators.
HHW Personnel	Personnel and personal clearance from machinery. Could get hit or run over or hit b debris being dumped. Handling of HHW, e goods and white goods.	General Jobsite safety manual requirements. PPE Training. HHW Training	Hard Hats Boots Reflective – Vest Pants Gloves Eye Protection Possible Respirator/Mask	Know how to operate a FE and the FE locations. Beware of HHW fire hazards.	Foreman must train in potential HHW Hazards. Must be very attentive and make sure they are in sight of the truck drivers and equipment operators and also beware of HHW.

RECOMMENDED SAFE PRACTICES FOR TREE MAINTENANCE AND REMOVAL OPERATIONS

TREE CLIMBING

- The climber should not trust the capability of a dead branch to support his/her weight. If possible, dead branches should be broken off on the way up and hands and feet should be placed on separate limbs.
- A worker should never shin a tree for a distance greater than 15 ft (4.6 m) or shin for any distance beyond his/her demonstrated physical abilities. When the climbing distance is greater than 25 ft (7.6 m) or is beyond the worker's physical capability, the worker should not climb or footlock the rope but should use a safety saddle or sling.
- The climbing rope should be passed around the trunk of the tree as high above the ground as possible using branches with a wide crotch to prevent any binding of the safety rope.

Exception: Palms and other trees with similar growth characteristics that will not allow a climbing rope to move freely. The crotch selected for tying should be directly above the work area, or as close to such a position as possible, but located in such a way that a slip or fall would swing the worker away from any electrical conductor. The rope should be passed around the main leader or an upright branch, using the limb as a stop. Feet, hands, and ropes should be kept out of tight V-shaped crotches.

- While climbing, the location of all electrical conductors should be noted and the worker should climb on the side of the tree that is away from electrical conductors, if possible.
- A figure-eight knot should be tied in the end of the rope, particularly when climbing high trees, to prevent pulling the rope accidentally through the taut-line hitch and possibly falling.

PRUNING AND TRIMMING

- A scabbard should be hooked to the belt or safety saddle to carry a handsaw when not in use.
- A separate line should be attached to limbs that cannot be dropped safely or are too heavy to be controlled by hand. The line should be held by workers on the ground end of the rope. Use of the same crotch for both the safety rope and the work rope should be avoided.
- Cut branches should not be left in trees overnight.
- A service line should be put up for operations lasting overnight or longer and should be used to bring the climbing rope back into position at the start of the next day's work.

CABLING

- Branches that are to be cabled should be brought together to the proper distance by means of a block and tackle, a hand winch, a rope, or a rope with a come-along.
- Not more than two persons should be in a tree working at opposite ends during cabling installation.
- When the block and tackle are released, workers in trees should be positioned off to one side in order to avoid injury in case the lag hooks pull out under the strain.
- Ground men should not stand under the tree when cable is being installed.

TOPPING/LOWERING LIMBS

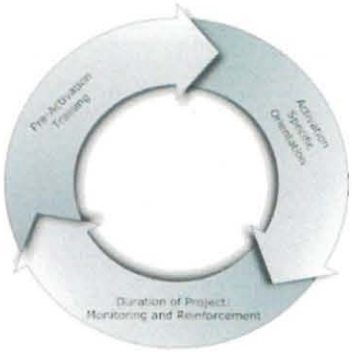
- Workers performing topping operations should make sure the trees can stand the strain of a topping procedure; if not, some other means of lowering the branches should be used. If large limbs are lowered in sections, the worker in the tree should be above the limb being lowered.

MIMIMUM CLEARANCE FROM ENERGIZED OVERHEAD ELECTRIC LINES

Nominal system voltage	Minimum rated clearance
0 - 50 kV	9.8 ft (3 m)
51 - 200kV	14.7 ft (4.5 m)
201 - 300 kV	19.7 ft (6 m)
301 to 500 kV	24.6 ft (7.5 m)
501 - 750 kV	34.4 ft (10.5 m)
751 - 1000 kV	44.3 ft (13.5 m)

SAFETY TRAINING

Disaster debris related project work is an environment which presents many unique situations specific to this industry. For this reason, CrowderGulf believes in a three phase approach to safety training, which is Pre-Activation Training, Activation Specific Orientation, and Monitoring and Reinforcement for Duration of Project.



No matter what the level of involvement in a specific project, some amount of training is required. Training can be provided in many different ways. Typically, the different phases of a project provide ideal time for the different trainings to be conducted.

During the **Pre-activation Training Phase**, typical training may include OSHA 10 hour or 30 hour trainings, HAZWOPER training, CPR/First Aid training, asbestos training, or any other training focused on generalized regulations and topics that we may face upon activation. Training is typically conducted by a qualified training instructor.

Activation Specific Orientation training is very important and is established when there is a better understanding of the work to be performed. This includes some type of new personnel orientation that all employees must attend before work is started. Aside from the new employee training, the types of training during this phase may include: flagging, severe weather, site control, and other possible trainings specific to the situation. Training is typically conducted by supervisors, foreman and/or the safety department.

The Project Training: **Monitoring and Reinforcement** phase focuses on the topics that have been previously discussed, as well as addressing any new phases of work that may arise throughout the project. In a typical project, additional tasks may be added to the original scope of work, such as demolition, limb and tree removal, etc. It is vital to the safety of our employees that we instruct them on any changes that may not have been addressed during the orientation phase. During this phase, we also acknowledge exemplary safety performance and those who are following the requirements of CrowderGulf's safety program. Training in this phase can be provided by any competent or qualified person.

Additional Components of Safety Training

Company Safety Rules – Employees are required to read the rules and understand them. The issuance of these rules are logged and signed receipts are kept on file. Each new employee, as he arrives on the job, is approached and trained in the same manner.

Periodic Safety Talks – the company will hold a safety talk with their employees on a weekly or at least monthly basis. The talk may consist merely of restating the company safety rules or warning of dangerous conditions which exist. A particular subject may be covered, such as lockout /tagout, confined space, or fire prevention.

Changed Conditions – When the job operation changes or when new hazardous materials are brought into the workplace, employees are made aware of new or added potential dangerous situations that might occur and the proper action employees should take to maintain a safe workplace.

Safety Equipment – Employees will not simply be issued protective equipment. They will be instructed as to its proper and safe use.

Consistency/Redundancy – The Company will consistently and routinely entertain the concept of safety training. Once is not enough. Employees are constantly remind of safety protocol from the orientation meeting of new employees through the follow-up weekly/monthly safety talks. The central theme is always that employees cannot commit unsafe acts.

Management Follow-Up – Management must not be content with advising employees on unsafe practices. A follow-up of employee actions must be made. The Supervisor(s) are instructed to watch for employees committing unsafe acts. Employees are reprimanded when found doing unsafe acts.

Documentation – All actions taken by Management as it relates to Safety Training/Education is documented. Documentation of good faith efforts in meeting the training requirements can be invaluable in defending a lawsuit that results from an injury due to an unsafe act by an employee. Also, documentation substantiates the Company's commitment to and compliance with the OSHA Training Requirements.

Individual/Group Instruction – Safety Education can be aimed at a group such as a weekly/monthly safety talk or at an individual. (ex.) In a case where the employee is being given instruction on use of a new tool, etc., by the Supervisor. Whichever the case may be, it should be documented. Safety training must be ongoing. It must be given to all employees and members of management. Documentation of instruction and other forms of safety awareness techniques must be ongoing. The Company never assumes an employee knows the safest way of performing his or her task.

CROWDER GULF

5. EQUIPMENT LIST

5. Equipment List

Mobilizing Large Workforces

L Item 4. Adequacy of Equipment Resources

Company-owned/Leased Equipment

CrowderGulf maintains a large inventory of company-owned/leased equipment that is debris specific and available for immediate response to a disaster. Company-owned/leased equipment will be pre-positioned for emergency PUSH operations and dispatched to the disaster area immediately upon the receipt of a NTP in order to begin restoring critical services in Hidalgo County as quickly as possible. The following is a partial list of company-owned equipment available for use in any debris operation:

EQUIPMENT	UNITS
• Self Loading Trucks; (30 – 100 cubic yards)	65
• Dump Trucks (16 yards – 50 yards)	153
• Rubber Tire Loaders (equipped with debris handling grapples)	26
• Rubber Tire and Track Equipped Excavators (with buckets and grapples)	18
• Pick-Up Trucks (equipped with portable phones for Foremen)	25
• Service Trucks	12
• Skid-Steer Loaders (equipped with buckets and grapples)	10
• Cherrington Beach Cleaners 4500 & 4500 XL	5
• Stationary Power Screens – (sand screener)	2
• Diamond Z 14' Tub Grinders	6
• Shallow and deep water boats equipped with latest sonar and photo equipment	4
• Barges, tugs and large boats for heavy marine debris removal	4

Equipment Rental Agreements

CrowderGulf also maintains active accounts with all major national equipment rental companies to supplement equipment needs as may be required (i.e. Beard, Hertz, Caterpillar, John Deere, United Rental, Sunbelt, etc.).

All equipment shall meet all federal, state and local regulations.

Additional Equipment Information

- All equipment used for this contract will be rubber wheeled or rubber tracked unless otherwise approved by the County.
- To the maximum extent possible, CrowderGulf and its subcontractors shall use self-loading trucks with grapples or grapple attachments. Hand loading will not be permitted.
- No subcontractor will be allowed to solicit work from private citizens while assigned to the contract.
- No equipment assigned to this contract will be used for any other contract work.
- All trucks will be marked with proper signage. The lettering will be 3 inches in height or greater to allow for readability and clarity.

SEE EQUIPMENT LIST AT END OF SECTION

Repair and Maintenance Equipment

CrowderGulf has the ability to perform maintenance and repair in the field, where the work is happening. Local resources may have experienced damages or have other responsibilities that take priority over their business such as family matters. To insure we have safe functioning equipment, over the years CrowderGulf has built a large support system for our company owned equipment and subcontractor equipment should they need assistance.

Service Trucks - CrowderGulf often utilizes our fleet of smaller service vehicles. These are typically one plus ton trucks outfitted with specialized equipment to make field services easier to complete. Features of these trucks include the following:

- Air compressors
- Welding equipment
- Boom cranes
- Tommy-gates
- Lubricant
- Exhaust and other fluids
- Small tools
- Misc. small parts

Box Service Trucks - When a repair or service requires heavier equipment and additional support, CrowderGulf provides our "box trucks" which have several different types of equipment to allow the CrowderGulf employed full-time mechanic more options when conducting repairs. These units typically keep on hand the following supplies:

- Several sets of various size tires
- Large air compressors
- Welders
- Lift gates
- Hoses
- Fittings
- Hydraulic lines
- Hydraulic hose crimping machines
- Lubricant
- Exhaust and other fluids
- Small tools
- Misc. small parts

Mobile Repair Shop

CrowderGulf also owns a state of the art mobile repair shop. This is a larger unit, towed by a semi-truck. Once set up in an area, this unit performs the same as a shop. Features of this unit are self-contained, diesel powered electrical system, full hydraulic hose manufacturing ability, tool room, tire racks, outside flood lighting, and many other features that allows this unit to function like a full featured automotive repair shop. No matter what the situation is, CrowderGulf, utilizing our in-house assets, can maintain our fleet during any size activation.

Anticipated Outside Support/Subcontractor Equipment

CrowderGulf's has developed a Nationwide Database of Approved and Trusted Subcontractors & Vendors. It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in compliance with **44 CFR 206.10**. We also endeavor to employ a percentage of qualified Minority Business Enterprise (MBE) subcontractors. In previous disaster activations, CrowderGulf has pre-positioned manpower and equipment to provide immediate response. The table below provides the number of subcontractors and their **equipment** listed in our database, in relation to the State of Texas.

Subcontractor Information	**Regional**	**TX**	**US. 2019**
Number of Registered Subcontractors	37	488	3204
Subcontractor Equipment	**Regional**	**TX**	**US. 2019**
Dump Trucks (16-65)	575	3534	18622
Pick up w/ dump trucks	120	975	4926
Knuckle-boom trucks	54	624	2876
Wheel Loader 50hp – 150hp	125	727	5334
5 ton Pickup truck	177	1016	6938
Hydraulic Excavator 50hp-150hp	57	1044	6343
Trailer Mounted floodlight	40	391	1547
Low-bed Trailer w/ tractor	33	366	2094
Water Truck	45	189	955
Air Curtain Burner		44	310
Backhoe w/ loader 15	46	390	1763
Dozer,2-3 yd blade/root rake blade D7	44	571	3118
Grader, Motor, 12 ft blade 130-140hp	33	170	698
Chipper	31	121	1287
Tub Grinder 300-400 hp & 800-1000 hp	15	94	819
Self loading trucks	126	575	4449
Skid steer 40 hp – 80 hp	122	1138	7558
C&D Walking Floor 80-110 CY	1	218	1757
Mulch Trailer 80-110 CY	5	129	932
Bucket Trucks	4	346	2982
Barges	5	114	1158
Work Boats	8	134	1392
Vacuum Trucks	32	284	1666

Texas Subcontractor Statistics	**Regional**	**TX**
Small Business	26	333
M/WBE, HUB, SDB or Veteran Certified	23	250
Push Crews	16	166
Debris Haulers	31	387
Marine Debris	5	28
Haul Outs		12
Grinding	3	22
Burning		7
Concrete Reduction	1	4
Recycling	1	8
Tree Work	2	14

2019 CrowderGulf Equipment List

Debris Removal Trucks

2010 Kenworth - 1NKDL40S4AJ263924

2005 Kenworth
1NKDLU0X65J073435
Rosa 100081

2012 Mack
1M2AX07C2CM010683
52LBE1627JE06410

2010 Mack
1M2AX16C3AM011121
Rosa 10090

2012 Kenworth
1NKDX4EX1CJ312335
1U9LP2545CD059054

2013 Kenworth
1NKDX40X6DJ358798
1U9LP2542DD059060

2013 Kenworth
1NKDL40XT305342909
1G9CD213245139357

2005 International
1HTXHAPT65J080499

2013 Kenworth
1NKDX4EX7DJ3493741
U9LP2547DDD59056

2006 Mack
1M2AD64C56M001612
Rosa 100323

2002 Western Star
2WLHAEAV52KJ58274
Rosa 100175

ADDITIONAL DEBRIS REMOVAL TRUCKS

Year	Make	Model	Vin
1998	Mack	Debris/Combo	1M2AD62C9WW006285
1995	Western Star	Debris/Combo	2WLPCCH25K937391
2002	Kenworth	Debris/Combo	1NKDLB0X72J884158
2013	Perterbilt	367 Debris/Combo	1NPTX4EX7DD178887
2014	Perterbilt	367 Debris/Combo	1NPTX4EX4ED237394
2013	Perterbilt	389 Debris/Combo	1XPXD49X4DD192224
2016	Perterbilt	367 Debris/Combo	1NPTX4EX7GD292571
2017	Perterbilt	389 Debris/Combo	1XPXP4TX4HD408644
2017	Perterbilt	367 Debris/Combo	1NPTX4EX9HD412906
2017	Perterbilt	367 Debris/Combo	1NPTX4EX5HD449323
2018	Peterbilt	389 Debris/Combo	1XPXD40X1JD452166
2015	Kenworth	T800 Debris/Combo	1XKDD49X5FJ436315
2018	Peterbilt	389 Debris/Combo	1XPXDP0X8JD480600
2018	Peterbilt	367 Debris/Combo	1NPTXX4EX8JD488588
2018	Peterbilt	367 Debris/Combo	1NPTX4EX3JD492774
2018	Peterbilt	367 Debris/Combo	1NPTX4EX5JD492775
2018	Peterbilt	389 Debris/Combo	1XPXD40X3JD498730

SEMI TRUCKS

Year	Make	Model	Vin
2017	Mack	CHU613	1M1AN07Y0HM026412
2017	Mack	CHU613	1M1AN07Y8HM025816
2017	Mack	CHU613	1M1AN07Y6HM026415
2017	Mack	CHU613	1M1AN07Y0HM026409
2017	Mack	CHU613	1M1AN07Y4HM025814
2013	mack	CHU613	1M1AN07Y7DM013439
2014	Mack	CHU613	1M1AN07Y2EM015665
2013	Mack	CHU613	1M1AN07Y6DM013416
2006	Kenworth	T800	1XKDPBTX96J145904
2014	Mack	CHU613	1M1AN07YOEM015664
2012	Kenworth	T800	1XKDD49X3CJ309350

TRAILERS

Year	Make	Model	Vin
2018	Clement Monstar	End Dump	5C2BR45BXJM010613
2018	Clement Scrapstar	End Dump	5C2BF37B0JM010653
2018	Clement Scrapstar	End Dump	5C2BF37B2JM010654
2017	Clement	End Dump	5MADN4024FC033420
2005	Benson	End Dump	5DMDSAGC45M000757
2005	Mac	End Dump	5MADS35385C008667
2018	Stealth	End Dump	52LBE1627JE06410
1997	Vantage	End Dump	4EPAA029VATA1459
1997	Vantage	End Dump	4EPAA4024VATA1515
1997	Vantage	End Dump	4EPAA021VATA1536
1997	Vantage	End Dump	4EPAA4022VATA1545
2018	Brazos	Scrapper/End Dump	4B9BKDL29JH054106

2018	Brazos	Scrapper/End Dump	4B9BKDLL24JH054126
2002	MAC	End Dump	5MADS363130005105
1995	USTS	End Dump	1U9DS3637S1051511
2005	MAC	End Dump	5MADS353050009294
2001	MAC	End Dump	5MADS356321C00439
1994	Benson	End Dump	1NUDT38P8RMAS0247
1995	Vantage	End Dump	4EPAA3922SATA0615
1987	ACCURATE IND.	End Dump	1A9754025H4037546
1990	Trilstar	End Dump	1T9DS36C8L1066822
1998	USTS	End Dump	1U9DS3229W1051699
2001	Benson	End Dump	5DMDSAHC41P000376
1993	JBEN	End Dump	9DT3626PPJBB021
2007	Palmar	Dump Trailer	4R7BD1624HT163081
2018	Mac	Walking Floor	5MAMN4821JW044659
2016	Titan	Walking Floor	2TVWF4826GD000602
2018	Mac	Walking Floor	5MAMN4823JW045280
2011	Rolls Rite	Tilt Top	1R9PT2229BM356115
2017	Rolls Rite	Tilt Top	1R9BT222XHM356286
2018	Rolls Rite	Tilt Top	1R9PT2227JM356001
2016	Talbert	Roll-Back	40FG05336G1035421
1999	Dynawell	Lowboy	HU181DGX7X1X38407
2017	Talbert	Lowboy	40FSK5132H1035957
2017	Talbert	Lowboy	40FSK5239H1035971
2018	Transcraft	Step Deck	1TTE532C8J3070477
2018	Transcraft	Step Deck	1TTE532C1J3083796

PICK-UP TRUCKS

Type	# of Trucks
½ Ton 1500 or Equivalent Pick Up	14
¾ Ton 2500 or Equivalent Pick Up	9
1 Ton 3500 or Equivalent Pick Up	11
Greater than 1 Ton or Equivalent Pick Up	7

WHEEL LOADERS

Year	***Make***	***Model***	***Vin***
2003	CAT	924G	09SW01095
2003	Komatsu	WA180	2MCA88062
2005	CAT	928G	6XR02028
1998	CAT	962G	5AS00263
2004	CAT	IT28G	DBT01424
2001	CAT	924G	9SW02009

2004	John Deere	644H	DW644HX586668
2004	John Deere	724H	DW24JX590345
2005	CAT	IT38	CSX00926
2005	CAT	924G	DDA2478
2006	CAT	924G	DDA02934
2007	CAT	950G	2JS00604
2009	CAT	930H	DHC01497
2014	CAT	924G	9SW01859
2011	CAT	930H	DHC02274
2014	CAT	908H	CAT0908HJJRD01594
2016	CAT	908M	CAT0908MJH8801071
2017	John Deere	624K	1DW624KZCGF674473
2017	John Deere	624K	1DW624KZLGF676803
2017	CAT	908M	CAT0908MCH8801198
2017	CAT	908M	H8800928
2015	CAT	914K	CD2000596
2017	John Deere	644K	1DW644KZJHF680047
2018	CAT	908M	CAT0908MCH8802397

Cat M318DMH Vin - CatM318DEW8R00228

EXCAVATORS

Year	***Make***	***Model***	***Vin***
2016	John Deere	210G	1FF210GXHGF523928
2014	John Deere	300G	1FF300GXHDF710007
2017	John Deere	60G Mini	1FF060GXKGJ288041
2017	CAT	308	308E2CRSB-FJX08636
2017	John Deere	245G	1FF245GXCHF800280
1990	John Deere	70D	CK0070DD009556
2001	John Deere	330LC	FF0330X0870719
2001	John Deere	200LC	FF0200X500888
2000	John Deere	160LC	POO160X041413
2001	Komatsu	PC60	58212
2002	Hitachi	EX120	1E8P057533
2002	Hitachi	EX120	1E8P057534
1999	Bobcat	331X	512918815
2001	Bobcat	331X	512918429
2003	Komatsu	PC35	4207
1999	Kobelco	SK220LC	LLU2438
2004	Kobelco	SK70SR	YT01-03382
2004	Komatsu	200	KMTPCO49K87C5037
2004	Hyundai	R55W3	10014

2002	JD	200C-LC	FF200CX505406
2004	CAT	330CL	DKY 02901
2001	Case	9007B	DAC0072321
2005	CAT	325CL	CAT0325CVCRB01486
2001	CAT	320CL	PAB04298
2005	CAT	M318C	CATM318CKBC201044
2005	CAT	325CL	CAT0325CEBFE01812
2004	CAT	320	PAB01355
2003	CAT	325CL	CRB00550
2005	Komatsu	PC35 MR-2	KMTPC096T05006313
2006	John Deere	120-C	FF120CX035517
2006	Kubota	U35SS	30398
2006	Kubota	U35SS	30251
2006	Cat	320CL	PAB4383
2007	Cat	328D LCR	GTN139
2008	Kubota	KX913R1S	31194
2006	Kobelco	SK70SR-1E	YT0408468
2007	Cat	302.5	CAT3025CJGBB01604
2008	Cat	321 CL CR	MCF00918
2005	John Deere	450C - LC	FF450CX091778
2009	Cat	322CL	HEK00647
2008	Cat	330D	HAS292
2006	Volvo	EC140BLC	EC140V12265
2010	John Deere	120-C	FF120CX036343
2009	Cat	314CL CR	PCA01891
2010	Cat	328D CLR	CAT0328DTGTN00403
2011	John Deere	35D	1FF035DXJBG266218

DOZERS

Year	***Make***	***Model***	***Vin***
1992	John Deere	450G	TO450GF87820
1999	John Deere	750H	T0750CX877301
2004	CAT	D3JXL	CAT00D3GCJMH00732
2005	John Deere	450-J	T0450JX104665
2005	John Deere	650J	T0650JX111587
2004	CAT	D6N	CAT00D6NVALY00800
1999	John Deere	450H	T0450HX922582
2004	John Deere	550H	T0550HX937488
2005	CAT	D6R	AAX01404
2005	CAT	D5N	AKD1461
2006	John Deere	450-JLT	T0450JX122072
2001	John Deere	450J	T0450JX103785
2008	Komatsu	D39PX-22	3059
2006	CAT	D3GLGP	BYR01437
2010	CAT	D5K LGPARO	CAT00D5KJYYY00703
2008	CAT	D3K LGP	LLL00568
2011	CAT	D3K LGP	LLL00382
2011	CAT	D3K LGP	LLL00388
2011	John Deere	450-J LGP	T0450JX181468
2011	John Deere	650-J	T0650JX173003

FORK LIFTS

Year	Make	Model	Vin
2000	CAT	V80F	9NF00658
1997	Hyster	H50XL	A177B31212K
2000	JCB	506	578972
1995	Nissan	50	PF02-9H3269
2001	CAT	GC25	4FM04520
2004	CAT	480F	9NF00558
2007	Yale	543372	GLP11MCNSB098
2001	CAT	2EC20	A2F0260387
2002	CAT	V60B	52J00932
1999	CAT	CG25	4EM91233
2007	CAT	TH63	5WM03130
2001	CAT	GC25	4EM04516
1997	Terex	TH1048C	TH1006A-8401
2005	JCB	930	SLP930025E0824674

GENERATORS

Year	Make	Model	Vin
	Onan Genset	50D6CA	6920476659
1999	Nissha	NES25SIA	XJ010300
1999	Nissha	NES60SIA	KF010300
2004	Dewalt	4300	GCO44627903DGC4300
2003	Coleman	9110619	DMO545005
2006	Miller Bobcat	250NT	LC492887
2006	Miller Bobcat	250NT	LE209010
2006	Miller Bobcat	250NT	LF205099
2011	Generac	97A06245-S	2038141
2007	Miller Bobcat	250NT	LC574759
2013	Honda	6500Watt	EAPC-1010707
2011	Magnum	MMG55FH 45kW	800390
2011	Magnum	MMG35FH 25kW	73344
2011	Magnum	MMG35FH 25kW	73345
2011	Magnum	MMG35FH 25kW	73318

LOADER - BACKHOE

Year	Make	Model	Vin
1999	CAT	426	1ZR00479
2001	Kubota	L35	L3560624
2003	John Deere	310SG	TO310SG909356
2005	JS	310E	TO310EX853300
2001	CAT	416C	4ZN20996
2004	CAT	416D	4ZN24364
2004	John Deere	310E	TO310EX884694
2004	CAT	416C	5YN06630
2006	CAT	416C IT	1WR10173
2006	CAT	420D	FDP26873
2006	John Deere	310G	T0310GX937710

2001	CAT	416C	4ZN24603
SKID STEER LOADERS			
Year	***Make***	***Model***	***SN/VIN***
1997	Bobcat	763	512222048
2001	Bobcat	763	512217575
1996	Bobcat	873	514120441
2002	CAT	236	CAT00236J4YZ04709
2005	Bobcat	T300	521912526
2007	Caterpillar	262B	PDT01685
	Caterpillar	277C	CAT0277CTJWF00578
2006	Daewoo	155XL	AG00211
2006	Bobcat	T190	531614194
2006	Caterpillar	246B	CAT0246BLPAT03480
2006	Bobcat	T300	530012266
2010	Caterpillar	268B	CAT0268BJLBA01424
2010	Caterpillar	299C HF	MBT01588
2011	Bobcat	T300	525415845
2008	JD	650-J	T0650JX173003
2016	Cat	279D	CAT0279DEGTL03016
2018	Cat	299D	CAT0299DLFD203290

MARINE DIVISION

Bayou Bandit

27' Scout Boat

Vessel # 010

Year Built: 2003

Capacity: 12,000lbs

Betsie

24' Debris Boat

Vessel # 015

Year Built: 1990

Capacity: 16,000 lbs

Trisha

MNGT Vessel 18'

Vessel # 018

Year Built: 1995

Personnel Only

Bertram

Debris Boat

Vessel # 002

Year Built: 1990

Capacity: 12,000 lbs

Pamela

24' Flat Boat w/ Boom

Vessel # 001

Year Built: 2001

Capacity: 18,000 lbs.

Decker

18' Deck Boat w/ Boom

Vessel # 002

Year Built: 2003

Capacity: 16,000 lbs.

BT Express

27" Deck Boat w/ Boom

Vessel # 009

Year Built: 2004

Capacity: 20,000 lbs

CG Girl 32'

Deck Boat w/ Boom

Vessel # 020

Year Built: 2011

Capacity: 24,000 lbs

Johnzey30'

Picker Barge

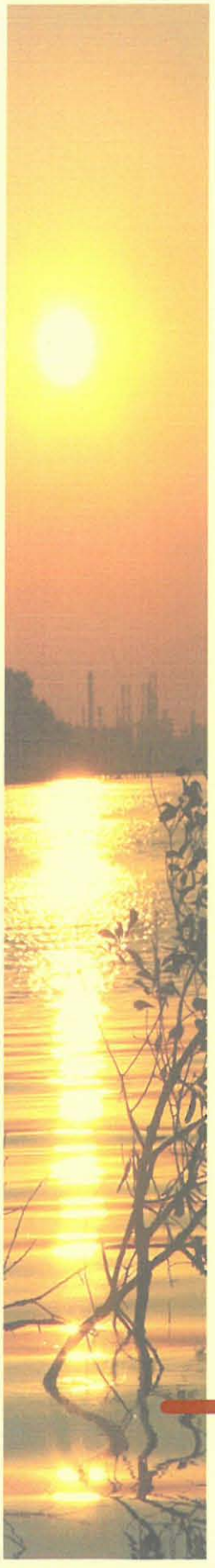
Vessel # 022

Year Built: 1999

Capacity: 18,000 lbs

Barges				
Size	***Type***	***Material***	***Capacity***	***Notes***
24'x8'	Debris Barge	Fiberglass	8,000 lbs	Shallow Draft Barge
28'x8.5'	Debris Barge	Aluminum	12,000 lbs	Shallow Draft Barge
30'x10'	Debris Picker Barge w/ Grapple	Steel	14,000 lbs	Shallow Draft Barge
30'x10'	Debris Picker Barge w/ Grapple	Fiberglass	14,000 lbs	Shallow Draft Barge
30'x10'	Debris Picker Barge w/ Grapple	Aluminum	14,000 lbs	Shallow Draft Barge
40'x8'	Pin-Together Barge	Steel	10,000 lbs	Deck Barge
40'x8'	Pin-Together Barge	Steel	10,000 lbs	Deck Barge
40'x8'	Pin-Together Barge	Steel	10,000 lbs	Deck Barge
40'x8'	Pin-Together Barge	Steel	10,000 lbs	Deck Barge
40'x8'	Pin-Together Barge	Steel	10,000 lbs	Deck Barge
40'x8'	Pin-Together Barge	Steel	10,000 lbs	Deck Barge
40'x8'	Pin-Together Barge	Steel	10,000 lbs	Deck Barge
40'x11'	Debris Picker Barge w/ Grapple	Steel	20,000 lbs	Shallow Draft Barge
48'x12'	12" Hyd Dredge	Steel	N/A	15' Dredging Depth - 36" Pump
50'x20'	Spud Barge	Steel	40,000 lbs	Shallow Draft Spud Barge
55'x11'	Debris Picker Barge w/ Grapple	Steel	24,000 lbs	Shallow Draft Barge
120'x30'	Deck Barge	Steel	150 Tons	Deep Draft Barge
120'x30'	Deck Barge	Steel	150 Tons	Deep Draft Barge
120'x30'	Spud Barge w/ Crane	Steel	150 Tons	Deep Draft Barge

CROWDER GULF



6. ADDITIONAL SERVICES

Contract for Debris Management Services

THIS CONTRACT is made this the _____day of _____, 2019, by and between **CrowderGulf, LLC** (herein referred to as "**Contractor**") and the **City/County/Town** _____a political subdivision of the **State of ST** _____(herein referred to as **"City/County/Town").**

RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of the **City/County/Town** plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, The **City/County/Town** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **City/County/Town** by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of The **City/County/Town** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **Contractor** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **City/County/Town** and the **Contractor** have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

1.0 SERVICES

1.1 Scope of Contracted Services:

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all ***eligible storm-generated debris (herein referred to as "debris")***, including hazardous and industrial waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

SAMPLE

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by the **City/County/Town**. Contracted services will only be performed when requested and as designated by the **City/County/Town**.

The Contractor shall load and haul the debris from within the legal boundaries of the municipality to a site(s) specified by the **City/County/Town** as set out in Section 5.1 of this Contract.

1.2 Emergency Push / Road Clearance:
The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the **City/County/Town**. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:
The Contractor shall remove all debris from the ROW of the **City/County/Town** when directed to do so by the **City/County/Town**. The Contractor shall use reasonable care not to damage any **City/County/Town** or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the **City/County/Town** may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

1.4 Right-of-Entry (ROE) Removal *(if implemented by the* City/County/Town*)*:
The Contractor will remove ROE debris from private property with due diligence, as directed by the **City/County/Town**. The Contractor also agrees to make **reasonable** efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the **City/County/Town** to mark these utilities but the **City/County/Town** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

1.5 Demolition of Structures *(if implemented by the* City/County/Town*)*:
The Contractor will remove structures designated for removal by and at the direction of the **City/County/Town**. The Contractor agrees to remove in a timely manner all structures as determined by the **City/County/Town** as set out in Section 1.1 of this Contract.

1.6 Private Property Waivers:
The **City/County/Town** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

SAMPLE

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the **City/County/Town** may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the **City/County/Town**.

2.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the **City/County/Town**, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **City/County/Town**. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **City/County/Town**.

2.3.2 Indemnification:

The Contractor agrees to indemnify, hold harmless and defend the **City/County/Town** from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract, but excluding any damage, injury, or loss to person or property solely the result of the ***City/County/Town's*** negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors. In no event shall Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

2.3.3 Insurance(s):

The Contractor agrees to keep the following Insurance in full force and effect during the term of this Contract. The Contractor must also name the **City/County/Town**, as additional insured, while working within the boundaries of the **City/County/Town**.

SAMPLE

2.3.4 Worker's Compensation:

- Coverage per **City/County/Town** requirements.

2.3.5 Automobile Liability:

- Coverage per **City/County/Town** requirements.

2.3.6 Comprehensive General Liability:

- Coverage per **City/County/Town** requirements.

2.3.7 Insurance Cancellation / Renewal:

The Contractor will notify the **City/County/Town** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the **City/County/Town** at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible Contractor Representative Report to the **City/County/Town's** designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

3.3 Payment and Performance Bonds: Contractor shall provide payment and performance bonds 7 – 10 days following activation of contract.

3.4 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within *(number of days will be determined once extent of damage has been determined)* working days and in accordance with Section 5.8 of this Contract.

3.5 Completion of Work:

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

SAMPLE

3.5.1 Extensions (optional):

In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **City/County/Town**, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **City/County/Town** and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract:

The term of the Contract shall be for three (3) consecutive years beginning on the date of acceptance by and signatures of the **City/County/Town** and Contractor, whichever comes later.

3.7 Contract Renewal:

This Contract may be renewed for an additional two (2) years after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 of this Contract may be reviewed and amended on an annual basis, at which time amended unit costs may be submitted by the Contractor to the **City/County/Town** to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s) as required by Section 8.3 of this Contract.

3.8 Contract Termination:

This Contract shall terminate upon (six) 6 months written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The **City/County/Town** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. The **City/County/Town** shall provide Contractor with copies of any such federal or state agreements within 7 days of the execution thereof.

4.2 City/County/Town Obligations:

The **City/County/Town** shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice To Proceed. A representative will be designated by the **City/County/Town** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice To Proceed. The **City/County/Town** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **City/County/Town** with the development of debris-based PSA(s), if requested.

SAMPLE

4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **City/County/Town** Representative. The Contractor shall have and require strict compliance with a written Code of Ethics. The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the **City/County/Town's** Authorized Representative shall be as binding as if given to the Contractor.

4.4 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any property damages solely caused or the result of the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract. However, in no event shall the Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

4.5 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.6 Ownership of Debris (optional):

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Disposal of Debris:

Unless otherwise directed by the **City/County/Town**, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the **City/County/Town** and Contractor. Other sites may be utilized as directed and/or approved by the **City/County/Town**.

4.8 Federal-Aid Requirements:

The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix C)**, titled *"Required Contract Provisions – – Federal-Aid Construction Contracts" and FEMA FACT SHEET 9580.214, "Debris Removal on Federal-Aid Highways,* shall apply to all work performed by the Contractor or any of its Subcontractors.

SAMPLE

4.9 Compliance with Federal Laws:
This Contract is subject to Federal Laws. The Federal laws applicable to and incorporated into this Contract are 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series and any other Federal rule, regulation or policy relating to disaster debris.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:
The geographic boundary for work by the Contractor's crews shall be as directed by the **City/County/Town** and will be limited to properties located within the **City/County/Town** legal boundaries.

5.2 Multiple, Scheduled Passes (optional):
The Contractor shall make scheduled passes at the direction of the **City/County/Town** and/or unscheduled passes of each area impacted by the storm event. The **City/County/Town** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **City/County/Town**.

5.3 Operation of Equipment:
The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **City/County/Town**. Should operation of equipment be required outside of the public ROW, the **City/County/Town** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:
The Contractor shall submit to the **City/County/Town** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **City/County/Town** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **City/County/Town**.

SAMPLE

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate, and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

5.8 Work Days/Hours:

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the **City/County/Town** following consultation and notification to the Contractor.

5.9 Hazardous and Industrial Wastes:

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the **City/County/Town**.

5.10 Stumps:

All hazardous/eligible stumps identified by the **City/County/Town** will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Stump Conversion Table – Diameter to Volume Capacity.

SAMPLE

5.11 Utilizing Local Resources:

The Contractor shall, to the extent possible, give priority to utilizing resources within the **City/County/Town**. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.12 Work Safety:

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the **City/County/Town** and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to adequate inspection by the **City/County/Town** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **City/County/Town** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:

The **City/County/Town** shall accept the serialized copy of the Contractor's debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

6.2 Reports:

The Contractor shall submit periodic, written reports to the **City/County/Town** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

6.2.1 Daily Reports:

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

SAMPLE

6.2.2 Weekly Summaries:
A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the **City/County/Town**.

6.2.3 Report(s) Delivery:
The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **City/County/Town** in consultation with the Contractor.

6.2.4 Final Project Closeout:
Upon final inspection and/or closeout of the project by the **City/County/Town**, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **City/County/Town**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **City/County/Town** and/or Government.

6.3 Additional Supporting Documentation:
The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may reasonably be required by the **City/County/Town** and/or Government to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:
Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:
The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **City/County/Town**, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 *See enclosed RFP Fee Schedule - Attachments I and II*

7.2 Billing Cycle:
The Contractor shall invoice the **City/County/Town** on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

7.3 Payment Responsibility:
The **City/County/Town** agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days of the receipt thereof. The **City/County/Town** will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

SAMPLE

7.4 Ineligible Work:
The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the **City/County/Town** and/or Government as ineligible debris.

7.4.1 Eligibility Inspections:
The Contractor and **City/County/Town** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

7.4.2 Eligibility Determinations:
If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the **City/County/Town** for such loads.

7.5 Unit Price/Service Negotiations:
Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7 of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the **City/County/Town** and the Contractor and subject to the review of the Government and must comply with Section 8.3 of this Contract.

7.6 Specialized Services:
The Contractor may invoice the **City/County/Town** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the **City/County/Town**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **City/County/Town**.

8.0 MISCELLANEOUS

8.1 Notice:
Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

Contractor:
CrowderGulf, LLC
5435 Business Parkway
Theodore, AL 36582
800-992-6207
jramsay@crowdergulf.com

City/County/Town: _____

Address _____

City, ST Zip _____

Phone _____

Email _____

SAMPLE

8.2 Applicable Law:
The laws of the **State of Alabama** shall govern this Contract. Any and all legal action necessary to enforce the Contract will be held in Mobile County, Alabama, and the Contract shall be interpreted by the laws of Alabama.

8.3 Entire Contract/Amendments:
This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This Contract may be modified, amended or extended only by a written instrument executed by both parties.

8.4 Waiver:
In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:
If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the **City/County/Town** has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

CrowderGulf, LLC

By: _____
John Ramsay

Title: **President**

ATTEST:

_____
Wesley Naile

_____
City/County/Town

By: _____
Name:

Title: _____

ATTEST:

_____
Name:

SAMPLE

Contract for Debris Management Services

THIS CONTRACT is made this the _____day of _____, 2019, by and between **CrowderGulf, LLC** (herein referred to as "**Contractor**") and the **City/County/Town** _____a political subdivision of the **State of ST** _____(herein referred to as **"City/County/Town").**

RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of the **City/County/Town** plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, The **City/County/Town** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **City/County/Town** by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of The **City/County/Town** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **Contractor** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **City/County/Town** and the **Contractor** have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

SAMPLE

1.0 SERVICES

1.1 Scope of Contracted Services:

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all ***eligible storm-generated debris (herein referred to as "debris")***, including hazardous and industrial waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by the **City/County/Town**. Contracted services will only be performed when requested and as designated by the **City/County/Town**.

The Contractor shall load and haul the debris from within the legal boundaries of the municipality to a site(s) specified by the **City/County/Town** as set out in Section 5.1 of this Contract.

1.2 Emergency Push / Road Clearance:
The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the **City/County/Town**. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:
The Contractor shall remove all debris from the ROW of the **City/County/Town** when directed to do so by the **City/County/Town**. The Contractor shall use reasonable care not to damage any **City/County/Town** or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the **City/County/Town** may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

1.4 Right-of-Entry (ROE) Removal *(if implemented by the* City/County/Town*)*:
The Contractor will remove ROE debris from private property with due diligence, as directed by the **City/County/Town**. The Contractor also agrees to make **reasonable** efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the **City/County/Town** to mark these utilities but the **City/County/Town** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

1.5 Demolition of Structures *(if implemented by the* City/County/Town*)*:
The Contractor will remove structures designated for removal by and at the direction of the **City/County/Town**. The Contractor agrees to remove in a timely manner all structures as determined by the **City/County/Town** as set out in Section 1.1 of this Contract.

1.6 Private Property Waivers:
The **City/County/Town** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

SAMPLE

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the **City/County/Town** may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the **City/County/Town**.

2.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the **City/County/Town**, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **City/County/Town**. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **City/County/Town**.

2.3.2 Indemnification:

The Contractor agrees to indemnify, hold harmless and defend the **City/County/Town** from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract, but excluding any damage, injury, or loss to person or property solely the result of the ***City/County/Town's*** negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors. In no event shall Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

2.3.3 Insurance(s):

The Contractor agrees to keep the following Insurance in full force and effect during the term of this Contract. The Contractor must also name the **City/County/Town**, as additional insured, while working within the boundaries of the **City/County/Town**.

SAMPLE

2.3.4 Worker's Compensation:

- Coverage per **City/County/Town** requirements.

2.3.5 Automobile Liability:

- Coverage per **City/County/Town** requirements.

2.3.6 Comprehensive General Liability:

- Coverage per **City/County/Town** requirements.

2.3.7 Insurance Cancellation / Renewal:

The Contractor will notify the **City/County/Town** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the **City/County/Town** at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible Contractor Representative Report to the **City/County/Town's** designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

3.3 Payment and Performance Bonds: Contractor shall provide payment and performance bonds 7 – 10 days following activation of contract.

3.4 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within *(number of days will be determined once extent of damage has been determined)* working days and in accordance with Section 5.8 of this Contract.

3.5 Completion of Work:

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

SAMPLE

3.5.1 Extensions (optional):

In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **City/County/Town**, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **City/County/Town** and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract:

The term of the Contract shall be for three (3) consecutive years beginning on the date of acceptance by and signatures of the **City/County/Town** and Contractor, whichever comes later.

3.7 Contract Renewal:

This Contract may be renewed for an additional two (2) years after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 of this Contract may be reviewed and amended on an annual basis, at which time amended unit costs may be submitted by the Contractor to the **City/County/Town** to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s) as required by Section 8.3 of this Contract.

3.8 Contract Termination:

This Contract shall terminate upon (six) 6 months written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The **City/County/Town** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. The **City/County/Town** shall provide Contractor with copies of any such federal or state agreements within 7 days of the execution thereof.

4.2 City/County/Town Obligations:

The **City/County/Town** shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice To Proceed. A representative will be designated by the **City/County/Town** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice To Proceed. The **City/County/Town** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **City/County/Town** with the development of debris-based PSA(s), if requested.

SAMPLE

4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **City/County/Town** Representative. The Contractor shall have and require strict compliance with a written Code of Ethics. The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the **City/County/Town's** Authorized Representative shall be as binding as if given to the Contractor.

4.4 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any property damages solely caused or the result of the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract. However, in no event shall the Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

4.5 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.6 Ownership of Debris (optional):

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Disposal of Debris:

Unless otherwise directed by the **City/County/Town**, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the **City/County/Town** and Contractor. Other sites may be utilized as directed and/or approved by the **City/County/Town**.

4.8 Federal-Aid Requirements:

The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix C)**, titled *"Required Contract Provisions – – Federal-Aid Construction Contracts" and FEMA FACT SHEET 9580.214, "Debris Removal on Federal-Aid Highways,* shall apply to all work performed by the Contractor or any of its Subcontractors.

SAMPLE

4.9 Compliance with Federal Laws:
This Contract is subject to Federal Laws. The Federal laws applicable to and incorporated into this Contract are 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series and any other Federal rule, regulation or policy relating to disaster debris.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:
The geographic boundary for work by the Contractor's crews shall be as directed by the **City/County/Town** and will be limited to properties located within the **City/County/Town** legal boundaries.

5.2 Multiple, Scheduled Passes (optional):
The Contractor shall make scheduled passes at the direction of the **City/County/Town** and/or unscheduled passes of each area impacted by the storm event. The **City/County/Town** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **City/County/Town**.

5.3 Operation of Equipment:
The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **City/County/Town**. Should operation of equipment be required outside of the public ROW, the **City/County/Town** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:
The Contractor shall submit to the **City/County/Town** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **City/County/Town** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **City/County/Town**.

SAMPLE

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate, and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

5.8 Work Days/Hours:

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the **City/County/Town** following consultation and notification to the Contractor.

5.9 Hazardous and Industrial Wastes:

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the **City/County/Town**.

5.10 Stumps:

All hazardous/eligible stumps identified by the **City/County/Town** will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Stump Conversion Table – Diameter to Volume Capacity.

SAMPLE

5.11 Utilizing Local Resources:

The Contractor shall, to the extent possible, give priority to utilizing resources within the **City/County/Town**. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.12 Work Safety:

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the **City/County/Town** and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to adequate inspection by the **City/County/Town** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **City/County/Town** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:

The **City/County/Town** shall accept the serialized copy of the Contractor's debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

6.2 Reports:

The Contractor shall submit periodic, written reports to the **City/County/Town** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

6.2.1 Daily Reports:

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

SAMPLE

6.2.2 Weekly Summaries:
A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the **City/County/Town**.

6.2.3 Report(s) Delivery:
The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **City/County/Town** in consultation with the Contractor.

6.2.4 Final Project Closeout:
Upon final inspection and/or closeout of the project by the **City/County/Town**, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **City/County/Town**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **City/County/Town** and/or Government.

6.3 Additional Supporting Documentation:
The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may reasonably be required by the **City/County/Town** and/or Government to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:
Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:
The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **City/County/Town**, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 *See enclosed RFP Fee Schedule - Attachments I and II*

7.2 Billing Cycle:
The Contractor shall invoice the **City/County/Town** on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

7.3 Payment Responsibility:
The **City/County/Town** agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days of the receipt thereof. The **City/County/Town** will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

SAMPLE

7.4 Ineligible Work:
The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the **City/County/Town** and/or Government as ineligible debris.

7.4.1 Eligibility Inspections:
The Contractor and **City/County/Town** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

7.4.2 Eligibility Determinations:
If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the **City/County/Town** for such loads.

7.5 Unit Price/Service Negotiations:
Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7 of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the **City/County/Town** and the Contractor and subject to the review of the Government and must comply with Section 8.3 of this Contract.

7.6 Specialized Services:
The Contractor may invoice the **City/County/Town** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the **City/County/Town**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **City/County/Town**.

8.0 MISCELLANEOUS

8.1 Notice:
Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

Contractor:
CrowderGulf, LLC
5435 Business Parkway
Theodore, AL 36582
800-992-6207
jramsay@crowdergulf.com

City/County/Town: _____

Address _____

City, ST Zip _____

Phone _____

Email _____

SAMPLE

8.2 Applicable Law:
The laws of the **State of Alabama** shall govern this Contract. Any and all legal action necessary to enforce the Contract will be held in Mobile County, Alabama, and the Contract shall be interpreted by the laws of Alabama.

8.3 Entire Contract/Amendments:
This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This Contract may be modified, amended or extended only by a written instrument executed by both parties.

8.4 Waiver:
In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:
If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the **City/County/Town** has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

CrowderGulf, LLC

By: _____
John Ramsay

Title: **President**

ATTEST:

_____
Wesley Naile

_____
City/County/Town

By: _____
Name:

Title: _____

ATTEST:

_____
Name:

SAMPLE

MASTER SUBCONTRACT

STATE OF _____

COUNTY of _____ **CITY OF** _____

This **MASTER SUBCONTRACT** (hereinafter referred to as "**Subcontract**") is entered into this day of _____, 201__, between **CROWDERGULF, LLC.** (hereinafter referred to as "**Contractor**"), an equal opportunity employer, and _____ (hereinafter referred to as "**Subcontractor**") for the provision of services, equipment and/or materials, in accordance with the terms and conditions set forth herein.

WHEREAS, Contractor anticipates entering into, or has already entered into an agreement or agreements with local, state, or federal entities (each such entity hereinafter referred to as the "**Client**") for the provision of clean up and related services required in response to a natural or man-made disaster (any such agreements between Client and Contractor hereinafter referred to as the "**Prime Contract**"); and

WHEREAS, Contractor cannot foresee what services and materials will be required to allow it to fulfill its obligations under any particular Prime Contract, or when they will be needed, but it anticipates that certain services and materials will be needed in a time frame that will not allow for extensive contract negotiations; and

WHEREAS, Contractor and Subcontractor intend to set up a mechanism for Contractor to issue one or more Work Orders to Subcontractor that will incorporate the terms and conditions herein and thus expedite commencement of the work of Subcontractor.

NOW THEREFORE, the Contractor and Subcontractor, for themselves, and their respective heirs, successors, and assigns agree as follows:

1. WORK ORDER.

A. Subcontractor agrees to provide services, equipment and/or materials (hereinafter referred to as the "Work"), on an as needed basis, pursuant to the terms of any written Work Order executed by Contractor and Subcontractor prior to the termination of this Subcontract. In order to be valid, each Work Order must identify the general location or jurisdiction where Subcontractor's Work is to be performed, identify the Client and the applicable Prime Contract, set forth the services, equipment, and/or materials to be supplied by Subcontractor, establish a schedule for progress of the Work, specify the compensation to be paid for the Work, and be signed by a duly authorized representative of Contractor and of Subcontractor. The terms of this Subcontract shall be and are hereby deemed to be incorporated into any Work Order issued by Contractor to Subcontractor, and any Work Order may include terms and requirements that are in addition to what is contained in this Subcontract.

B. This Subcontract does not guarantee Subcontractor any work. Contractor may employ other subcontractors to perform services and/or supply equipment and materials in addition to or instead of Subcontractor.

SAMPLE

2. CONTRACT DOCUMENTS.

A. The Contract Documents shall include this Subcontract and any attachments or exhibits thereto, any Subcontract Amendments issued to Subcontractor during the course of its performance hereunder, any Work Order(s) issued to Subcontractor, the Prime Contract for the projects covered by any Work Order, the Contractor's Safety Manual, and any attachments, exhibits, or amendments to those documents. Subcontractor has the affirmative duty to obtain copies of and review the Contract Documents. Should any inconsistencies appear in the Contract Documents, Subcontractor has the affirmative duty to notify Contractor in writing within two (2) days of Subcontractor's discovery thereof. Upon receipt of said notice, Contractor shall instruct Subcontractor in writing as to the measures to be taken, and Subcontractor shall comply with Contractor's instructions.

B. In the event of any conflicts between the provisions contained in the Contract Documents, and unless and until Contractor instructs Subcontractor otherwise, the Subcontractor shall comply with them, all as may be amended from time to time, in order of precedence, which is as follows (the first document being the controlling document):

1. Prime Contract and any attachments or exhibits thereto;
2. Work Order issued pursuant to this Subcontract;
3. This Subcontract and any attachments or exhibits thereto; and
4. Contractor's Safety Manual.

Requirements differing in degree are not conflicts, and Subcontractor shall comply with the more onerous requirement.

C. Notwithstanding the foregoing, to the extent any law or regulation conflicts with any provision in the Contract Documents, the law or regulation will take precedence over the conflicting contract provision if the contract provision cannot be interpreted to prevent such a conflict.

3. PERFORMANCE OF WORK.

A. Subcontractor agrees to perform all Work in accordance with the Contract Documents.

B. Subcontractor agrees to perform all Work in accordance with the requirements and instructions listed on Exhibit "A" attached hereto.

C. Subcontractor agrees to do the required Work in a timely, efficient and workmanlike manner.

D. Subcontractor's management personnel shall be present on the job site and attentive to their assigned work areas at all times.

E. Subcontractor acknowledges and agrees that it may perform Work under the badge and colors of Contractor and that its personnel may wear uniforms and use safety and other equipment sporting Contractor's name and logo; Subcontractor acknowledges and agrees that, if it performs work for private property owners or other entities while also performing Work for Contractor in the same vicinity, confusion might arise as to responsibility for certain work and liability for any wrongdoing or payment for the work; Subcontractor further acknowledges that, while it is working for Contractor, its actions may have any effect on Contractor's reputation, image, and goodwill; Subcontractor acknowledges and agrees that, if it negligently or unprofessionally performs work for private property owners, other contractors or subcontractors, or other entities, while also performing Work for Contractor, its actions may tarnish,

endanger, or harm the reputation, image, or goodwill of Contractor even though Contractor may have no control over, influence on, or responsibility for those actions. For these reasons, Subcontractor agrees as follows:

i. During the performance of the Work, Subcontractor, and its employees, subcontractors, and agents, shall not perform work for any entity other than Contractor, including but not limited to any other contractor or subcontractor, the Client, any governmental entity, or any private property owner, within the Prime Contract jurisdiction of the site of the Work performed under this Subcontract without the prior written consent of Contractor;

ii. Subcontractor shall not, under any circumstance, use or allow its employees, subcontractors, or agents to use vehicles, equipment, tools, uniforms, or any other materials belonging to Contractor, bearing Contractor's name or logo, or being used to perform Work for Contractor while performing work for any person or entity other than Contractor; and

iii. Notwithstanding any other provision of this Subcontract, in the event Subcontractor violates the provisions of this Subsection E, this Subcontract shall be deemed immediately terminated without further notice, Subcontractor shall forfeit any retainage remaining to be paid to it by Contractor or the Client, and Contractor shall be entitled to issuance of an injunction restraining Subcontractor from committing or continuing any such violation.

4. TIME IS OF THE ESSENCE.

A. Subcontractor understands that the Work is or will be critically time sensitive and of an emergency nature. Time shall be and hereby is made the essence of Subcontractor's obligations hereunder and under any Work Order. Subcontractor shall diligently and continuously prosecute any and all of Subcontractor's Work and obligations hereunder and under any Work Order, and any failure by Subcontractor to sustain progress to timely complete all Work as required shall constitute a material default of Subcontractor's obligations. Subcontractor shall be liable to Contractor for any damages resulting from a delay by Subcontractor in performing any Work.

B. If Subcontractor's performance of the Work is delayed, altered, rescheduled, interfered with, or for any reason extended, Contractor shall not be liable for any costs or damages attributable to delay unless and only if Contractor is compensated by the Client for any such cost or damage to Subcontractor. Subcontractor shall be entitled to an extension of the time to perform the Work only on such grounds as are granted to Contractor under the Prime Contract, and the extension of Contractor's time to perform by the Client shall be a condition precedent to Subcontractor's right to any extension of time to perform. Subcontractor's sole remedy for any delay shall be an extension of the time to perform.

5. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall create, or be construed to create, an employer/employee or principal/agent relationship between Contractor and Subcontractor; rather, the relationship of Subcontractor to Contractor shall be that of an independent contractor. Subcontractor shall have no right to obligate Contractor for payment of materials or labor or for other costs and expenses. Subcontractor shall pay all taxes and contributions imposed or required by any law relating to the employees of Subcontractor. Contractor shall have the right (but not the obligation) to decide the time, order and priority in which the various portions of the Work shall be performed and all other matters relative to the timely and orderly conduct of Subcontractor's Work. However, it is further understood and agreed that the performance of Subcontractor under the Subcontract is subject to the control of Contractor only as to the result to be accomplished and not as to the means, methods and manner for accomplishing that result.

6. COMPLIANCE WITH LAWS AND REGULATIONS.

A. Subcontractor acknowledges that its Work may be provided in various locations and may be subject to the specific requirements of federal, state and/or local government agencies. Subcontractor shall comply with all laws, ordinances, codes and regulations, whether federal, state or local, applicable to any Work it provides, including the maintenance of any necessary license or registration for the performance of its Work. The statutes that may apply to the Work include, but are not limited to, the Truth in Negotiations Act (10 U.S.C. §§ 2306 et seq.; 41 U.S.C. §§ 254b et seq.); Cost or Pricing Data Requirements (10 U.S.C. § 2306a and 41 U.S.C. § 254b); the Contract Work Hour and Safety Standards Act (40 U.S.C. §§ 327-333); Davis Bacon Act (40 U.S.C. §§ 276a-276a-7); Copeland Act (18 U.S.C. § 874 and 40 U.S.C. 276c); Service Contract Act (41 U.S.C. § 351 et seq.); Walsh-Healey Public Contracts Act (41 U.S.C. §§ 35-45); Regulations of the Department of Labor at Volume 29 of the Code of Federal Regulations; Vietnam Era Veterans Readjustment Assistance Act of 1972 as amended (38 U.S.C. § 4211 and 4212); Rehabilitations Act of 1973 (29 U.S.C. § 793); Equal Employment Opportunity Executive Orders and Regulations (E.O. 11246, September 24, 1965); Fair Labor Standards Act; Americans with Disabilities Act; Contract Disputes Act (41 U.S.C. § 605) (certification requirements for claims to include subcontractor claims which must be certified); Small Business Subcontracting Plan Requirements (15 U.S.C. § 637(d)); compliance with 44 CFR 206.10 and 2 C.F.R. 200.321 for Small business participation regulations; any applicable statutory cost limitations, cost or price ceilings, not to exceed prices or guaranteed maximum price; Cost Accounting Standards (41 U.S.C. § 422 (including 48 C.F.R. Chapter 99)); Pollution Prevention and Right-to-Know Information (Executive Order 12856; 42 U.S.C. § 11001-11050; 42 U.S.C. § 13101-13109); Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.); Drug-Free Work Place Act (41 U.S.C. § 701 et seq.); Buy American Act (41 U.S.C. § 10); Examination of Records (10 U.S.C. § 2313 and 41 U.S.C. § 254d) and any implementing regulation or associated Executive Orders. Specifically, Subcontractor is bound by and must comply with the Federal Acquisition Regulations and all applicable agency supplements to the same extent that the Contractor must so comply or is bound. Subcontractor shall pay all taxes, fees, licenses, permits and expenses required by such compliance. Compliance with this Article shall be at no additional cost to Contractor.

B. Subcontractor acknowledges that it is required to conform to the requirements of the governing wage determinations, including minimum wage rates, established fringe benefits, vacations, and observed holidays.

C. Subcontractor represents and warrants that it has complied with all federal and all applicable state and local, immigration and employee eligibility laws, statutes, rules, codes, orders and regulations (collectively "Immigration Laws"), including, without limitation, the Immigration Reform and Control Act of 1986, as amended (including but not limited to the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment, and prohibiting discrimination on the basis of national origin, United States citizenship, or citizenship status), and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes thereto. Subcontractor represents and warrants that it has properly maintained all records required by the United States Immigration and Customs Enforcement ("ICE") or any other federal, state, or local authority that may have jurisdiction over the Work ("Immigration Authorities"), including, without limitation, completion and maintenance of the Form I-9 for each of Subcontractor's employees, and that it has responded in a timely fashion to any inspection requests related to such I-9 Forms. Subcontractor agrees to comply with all Immigration Laws during the term of the project, to properly maintain all records required by ICE or other Immigration Authorities, and to timely respond to any inspection requests. Subcontractor further agrees to fully cooperate, and to cause its directors, officers, managers, agents and employees to fully cooperate, with any audit, inquiry, inspection or investigation of Subcontractor, or any of its employees, that may be conducted by ICE or other Immigration Authorities. Subcontractor shall immediately, and in no event later than two (2) hours, notify Contractor's representative in writing and by in-person voice communication (not voice mail) of any unscheduled inspections, raids, investigations, inquiries, visits or audits conducted by ICE or any other Immigration Authority of Subcontractor, or its subcontractors,

material men, or employees. Subcontractor shall ensure that its subcontractors and material men are in compliance with the provisions of this Article.

D. Subcontractor agrees that any violation or breach of any of the foregoing provisions, or a determination by ICE or any other Immigration Authority that Subcontractor, or any of its subcontractors and material men, has not complied with any Immigration Law, shall amount to a default under this Subcontract, and be cause for Contractor to exercise its rights of termination. To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Contractor, Client, and their consultants, agents, and employees of each of them, from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the Subcontractor's breach of this Article.

E. Subcontractor shall enroll in the E-Verify program and provide to Contractor acceptable evidence of enrollment at the time of the execution of this Subcontract. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Additional information regarding the Employment Eligibility Verification System (E-Verify) program may be obtained at following website: http://www.dhs.gov/E-Verify. Subcontractor shall familiarize itself with all rules and regulations governing this program.

F. In the event the Work to be performed by Subcontractor is subject to union agreements, Subcontractor is not entitled to any Work price increase for compliance with union agreement requirements except to the extent the Client additionally compensates Contractor for compliance with said labor requirements.

G. Subcontractor shall comply with all applicable labor requirements, including any union agreements or labor laws or regulations. Subcontractor shall indemnify and save, and hold Contractor harmless from any and all penalties, forfeitures, sanctions, liabilities, loss, cost, and attorneys' fees and expenses imposed upon or incurred by Contractor because of or arising out of any failure of Subcontractor to comply with such provisions.

H. Subcontractor shall employ only such persons as are acceptable to Contractor and Client, and Subcontractor shall remove from any work site covered by this Subcontract any employee as required by Contractor or Client.

7. INSURANCE.

A. Subcontractor specifically agrees and understands that prior to the start of any Work, Subcontractor, and all sub-subcontractors, drivers, operators, etc. working for Subcontractor, must obtain and shall maintain in force for the duration of any activities by Subcontractor with regard to any Work Order, **all insurance policies listed on Exhibit "B"** in the amounts reflected therein.

B. Subcontractor, and all sub-subcontractors, drivers, operators, etc. working for Subcontractor, must name the following entities as certificate holders on all required insurance policies:

i. The Client identified in the Prime Contract which relates to any Work Order issued to Subcontractor for the relevant project; and

ii. CrowderGulf, LLC.

C. Prior to start of any Work, Subcontractor must fax a copy of all insurance policies required hereunder to Contractor to the attention of Jenny Todd at (251) 459-7433 and must mail the original policies to Contractor at 5435 Business Parkway, Theodore, Alabama 36582.

SAMPLE

D. If Subcontractor has any questions about the required insurance policies, Subcontractor should contact Jenny Todd at (251) 459-7430.

E. Failure by Subcontractor to obtain or maintain any insurance coverage(s) as required by this Subcontractor shall constitute a material default of Subcontractor's obligations and shall, notwithstanding any contract provisions to the contrary, entitle Contractor at its option to immediately (i) stop all Work by Subcontractor pending submission of adequate proof of the existence of proper coverage (no such stop work order shall entitle Subcontractor to additional time or money), (ii) terminate any or all Work Orders and/or this Subcontract for default, (iii) purchase proper coverage(s) and charge all costs thereof to Subcontractor, and/or (iv) withhold any further payments to Subcontractor until arrangements for the required coverage(s) are made.

F. All insurance policies shall contain a provision stating that the coverages afforded thereunder shall not be canceled or not renewed, or restrictive modifications added, until at least thirty (30) days prior written notice has been given to Contractor. Certificates of insurance acceptable to Contractor shall be faxed or mailed to Contractor to the attention of Jenny Todd at the address or facsimile number above prior to the start of any Work. The following statement shall be submitted on each certificate: **"The insurance coverage afforded on this certificate will not be materially changed or cancelled without thirty (30) days written notice to the certificate holder."** Contractor's receipt of any insurance certificate that fails to comply with any terms herein shall not constitute a waiver of any of Subcontractor's obligations or of any of Contractor's rights hereunder.

G. A waiver of subrogation in favor of Contractor and Client shall be provided from all insurance carriers including the Workers' Compensation carrier.

H. Subcontractor's Commercial General Liability, Automobile Liability, and Workers' Compensation Coverages shall be primary, and any applicable insurance carried by either the Client or Contractor shall be excess over Subcontractor's insurance.

8. REPRESENTATIONS AND WARRANTIES OF SUBCONTRACTOR.

A. Subcontractor represents and warrants that it is experienced in the type of services to be provided under any Work Order and that it has the necessary equipment, manpower, materials, and funding to perform this Subcontract and any Work Order issued pursuant to this Subcontract in accordance with the requirements and instructions listed on Exhibit "A."

B. Subcontractor warrants to Contractor that all Work will be of good and workmanlike quality and fit for the purpose intended. Subcontractor agrees to correct all Work performed or material supplied by it under this Subcontract which proves defective or deficient within the period of time specified in the Contract Documents. Subcontractor agrees to satisfy such warranty obligations without cost to Contractor or Client. If no warranty is required of Contractor in the Prime Contract, then Subcontractor shall warrant its Work for one year from the date of last performance of work or delivery of materials. This warranty shall be in addition to all other warranties and remedies, express or implied, under Alabama state or federal law. Subcontractor further agrees to execute any special warranties or releases that may be required for Subcontractor's Work prior to final payment for any particular Work Order.

C. Subcontractor hereby represents and warrants that it is not a debarred contractor and understands and agrees that any infraction on its part of local, state or federal law or of this Subcontract, any Work Order, the Prime Contract, or other Contract Documents shall lead to immediate termination of this Subcontract and any Work Order issued pursuant to this Subcontract.

D. Subcontractor warrants and represents that all of its employees and subcontractors are treated equally during employment without regards to race, color, religion, sex, age, disability, veteran status, military obligations, genetic information, national origin, or any other characteristic protected by applicable state or federal law.

9. SAFETY.

A. Subcontractor agrees to perform all Work required by the Contract Documents so as to avoid injury or damages to persons or property. Subcontractor shall have the affirmative duty to obtain and keep a copy of Contractor's Safety Manual, current as of the date of any applicable Work Order, and to obtain updated copies during the performance of the Subcontract.

B. Subcontractor shall supply all services, equipment and materials under this Agreement in accordance with such Safety Manual and shall comply with any applicable provisions of the Occupational Safety and Health Act and all other applicable federal, state and local government safety codes and regulations.

C. Subcontractor shall be solely responsible for insuring the safety of its employees. Subcontractor shall take all necessary precautions for the safety of its employees and others at the project site and shall at all times maintain discipline and good order among its employees.

D. Subcontractor shall also comply with all safety programs, rules, requirements imposed under the Prime Contract.

10. INDEMNITY.

A. To the fullest extent permitted by law, Subcontractor agrees to save, hold harmless, indemnify and defend the Client, Contractor, and their respective agents, partners, affiliates, directors, officers and employees from any and all claims, demands, losses, damages, fines, penalties, judgments, and costs of suit (including attorneys fees and litigation expenses of any kind) incurred by any party to be indemnified herein arising, directly or indirectly, on account of or in connection with any act or omission of Subcontractor relating in any way to the Subcontract or its performance under any Work Order, regardless of whether such loss, penalty or expense is caused in part by any party to be indemnified herein and regardless of whether such loss, penalty or expense arises out of Subcontractor's use of any materials, tools, machinery or other property of Contractor. Subcontractor's duty of indemnification shall not extend, however, to any loss, penalty or expense caused by the sole negligence of the party seeking to be indemnified herein.

B. Subcontractor's obligations under this article entitled "Indemnity" extend to any loss, penalty or expense attributable to or arising out of any act or omission of any person, firm, or corporation providing services, equipment or materials at the request of Subcontractor or by anyone for whose acts and omissions Subcontractor is otherwise legally liable. For example, Subcontractor shall indemnify and hold harmless Contractor from any liability to Client arising out of an alleged violation of certification requirements of the Contract Disputes Act (41 U.S.C. § 605), the Prompt Payment Act (31 U.S.C. § 3903), or other federal or state statutes relating to the validity of Subcontractor claims, proposals, applications or requests for payment.

C. In any and all claims against the Client, Contractor, or others being indemnified herein by any employee of Subcontractor, anyone directly or indirectly employed by the Subcontractor, or anyone for whose acts the Subcontractor may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

D. Subcontractor shall be liable to, and shall save, defend, indemnify, and hold harmless, Contractor for any loss or expense, including reasonable attorneys fees, resulting from Subcontractor's failure to provide or require any insurance coverage described herein.

11. PAYMENT.

A. Subject to the terms of this Subcontract, Contractor agrees to pay Subcontractor as set forth in the Work Order. Unless expressly provided otherwise, all requirements of the Contract Documents are compensated solely and exclusively by the pricing set forth in a duly issued Work Order. No amounts in excess of the amounts specified in the Work Order shall be paid without the prior written agreement of Contractor, which agreement shall be a condition precedent to any right of Subcontractor to such payments.

B. **Notwithstanding anything in the Contract Documents to the contrary, it shall be an absolute condition precedent to any liability of Contractor to pay Subcontractor for progress or final payments for any Work performed by Subcontractor that Contractor be in receipt of payment by Client for such Work. If Client has not paid Contractor, for whatever reason (including, but not limited to, Client 's inability to pay, insolvency, bankruptcy or other financial problems), Subcontractor agrees that Contractor shall not be liable to, or indebted to, Subcontractor on account of such Work. Subcontractor accepts the risk that it will not be paid for Work performed by or for Subcontractor in the event that Contractor, for whatever reason, is not paid by Client for such Work, and Subcontractor relies entirely for payment for Work performed on the credit of Client, and not of Contractor.** In the event Contractor pays Subcontractor for any Work performed pursuant to any Work Order issued hereunder prior to receiving full payment for such Work from Client, Contractor shall not be deemed to have waived of this provision as to any other payment due to Subcontractor.

C. Subject to the foregoing Subsections A and B, payment shall be made as follows:

i. Payments will be based on valid documentation, as provided or required by Contractor or Client at the time of Work performance, showing proof of Work done. Any discrepancy between the documentation showing proof of Work done kept in the records Contractor, Subcontractor, the Client, or any governmental authority will be reconciled, and payment will be adjusted accordingly. Should Subcontractor notice any such discrepancy, it should report the discrepancy to Contractor immediately.

ii. Unless applicable law requires otherwise, Subcontractor shall be paid ninety percent (90%) on a weekly basis, following the second week. Payment will be made two weeks in arrears on the Thursday following the week ending the previous Sunday.

iii. Subject to reconciliation of Contractor's, Client's, and Subcontractor's records, the retainage withheld on a weekly basis will be paid upon satisfaction of all of the following requirements: (1) the final release of the Prime Contract between Contractor and its Client; (2) the completion by Subcontractor and the acceptance by Contractor and its Client of all Work required under any Work Order issued hereunder, including final clean up and damage repairs; and (3) Subcontractor's provision of proof to Contractor of satisfactory payment and settlement with all of Subcontractor's employees and subcontractors.

12. DUTY TO PAY FOR SERVICES AND SUPPLIES.

A. Subcontractor shall make timely payment for all labor, services, supplies, equipment, and/or sub-subcontracts relating in any way to Subcontractor's Work. If Contractor receives a claim that

Subcontractor has not paid for work or materials supplied, then after providing Subcontractor ten (10) days' notice of these claims, Contractor may, but is not obligated to, resolve the claims itself and pay the claims from any monies due or to become due Subcontractor. The liability of Subcontractor hereunder shall extend to and include the full amount of any and all sums paid and obligations assumed by Contractor in good faith under the belief that such amounts were properly payable by Subcontractor. As Contractor's administrative fee for handling the claims, Contractor shall be entitled to 20% of the amount of the claims from Subcontractor and may satisfy this administration fee from any amounts due or to become due to Subcontractor. In the event the unpaid balance payable to Subcontractor is not sufficient to satisfy Subcontractor's liability under this Article, Subcontractor shall pay to Contractor all the balance of any obligation defined herein.

B. If Subcontractor objects within the ten (10) day notice period to Contractor resolving any claim, or Contractor is unable to resolve any claim, and litigation, mediation, or arbitration is initiated, Contractor shall have the right to retain out of any payment due or to become due under the Subcontract an amount sufficient to indemnify Contractor against such lien or claim, including reasonable attorneys' fees and litigation, mediation, or arbitration expenses.

13. FORFEITURE OF RETAINAGE. Subcontractor's failure to complete final cleanup in its assigned work areas to the satisfaction of Contractor and the Client, will result in forfeiture of the Subcontractor's retainage. Contractor may, in exercise of its sole and absolute discretion, hire other subcontractors and pay them out of the retainage withheld from Subcontractor to complete the final cleanup.

14. TAXES. Subcontractor agrees to pay all local, state, and federal taxes incurred during the performance of the Subcontract and any Work Orders issued pursuant to it; and Subcontractor specifically agrees to make all necessary withholding tax deductions from employees' salaries for state and federal taxes and shall provide all persons employed with the necessary and appropriate 1099, and/or W-2 statements as required by law.

15. ASSIGNMENT.

A. Subcontractor may not assign or sub-subcontract any portion of its Work under any Work Order without the prior written consent of Contractor, which consent may be granted, granted upon satisfaction of certain conditions, including but not limited to Subcontractor's mandatory use of a sub-subcontract substantially in the form of one which may be provided to Subcontractor by Contractor, or withheld in its sole discretion. In the event Subcontractor does, with Contractor's prior written consent, assign or sub-subcontract any portion of its Work, Contractor shall and is hereby deemed to be a third-party beneficiary of said assignment or sub-subcontract and shall have the right, but not the obligation, to directly enforce the terms thereof, including the right to terminate any sub-subcontractor or materials supplier and to require Subcontractor to perform the Work sub-subcontracted or assigned itself.

B. Contractor may assign this Subcontract to any party and shall, in the event of such an assignment, provide prior or contemporaneous notice thereof to Subcontractor.

16. NOTICES. All notices and communications required or permitted to be given to any Party hereunder shall be in writing and shall be deemed duly given on the earlier of (i) the date when delivered by hand; (ii) upon receipt when delivered by electronic mail, proof of which may be satisfied by delivery confirmation produced by the sender's electronic mail software; (iii) the next business day after delivery by a reputable overnight delivery service; or (iv) three (3) business days after being placed in the United States Mail. All notices shall be directed to the appropriate party at the addresses set forth below:

If to the Contractor:

CrowderGulf, LLC
5435 Business Parkway
Theodore, Alabama 36582
Attention: Ashley Ramsay
Email: aramsay@crowdergulf.com

If to the Subcontractor:

_____
_____
_____
Attention: _____
Email: _____

A party may change its respective contacts, addresses and facsimile numbers set forth above upon written notice to the other party or parties.

17. DEFAULT.

A. Subcontractor's (or Subcontractor's approved sub-subcontractor's or assignee's) failure to perform or comply with any one or more of the terms of any Work Order, Subcontractor's inability to provide Contractor with satisfactory evidence of Subcontractor's financial ability to perform any obligations thereunder, or Subcontractor's failure to comply with any provision of this Subcontract shall constitute a default. In the event of default by Subcontractor, Contractor may, at Contractor's sole option, after 24 hours notice to Subcontractor, either (a) provide the labor, materials, equipment and supplies and other items necessary to perform the Work and discharge the obligations of Subcontractor or (b) terminate the Work Order for default and arrange for the performance of all of Subcontractor's obligations by Contractor or others. In either event, Contractor shall be entitled to recover from Subcontractor any costs or damages incurred and may deduct such costs or damages from any money then due or thereafter to become due under any or all Work Orders issued hereunder or other written agreements between the parties. Such costs and damages shall include, but not be limited to, costs and expense of labor, materials, rental equipment, subcontractors, reasonable allowance to Contractor for use of Contractor's equipment (based on A. E. D. rental rates, latest edition), and reasonable allowance for overhead expenses and normal profit. Any amount owed by Subcontractor to Contractor in excess of any balances otherwise payable by Contractor to Subcontractor shall be paid by Subcontractor on demand.

B. In case of any default hereunder, Contractor may take exclusive possession of any materials and equipment on the project belonging to Subcontractor and use the same in the completion of the Work, free of all claims for the value of said materials and for the rental of said equipment, and free of all claims for depreciation and ordinary wear and tear.

C. Determination of default made by Contractor in good faith under the belief that a default exists under the terms hereof shall be conclusive of the fact of such default and on the Contractor's right to proceed as herein provided.

18. APPLICABLE LAW. All rights and liabilities of the parties under the Subcontract shall be interpreted and enforced under the laws of the State of Alabama.

19. DISPUTE RESOLUTION.

A. The parties expressly agree to attempt in good faith to negotiate any controversy or claim arising out of or relating to this Subcontract or any Work Order, or the breach thereof. Further, the parties

agree to mediate in Mobile County, Alabama, any dispute that cannot be settled by negotiation. Either party may institute non-binding mediation which shall proceed under the American Arbitration Association Construction Industry Mediation Rules. Any dispute remaining after completion of mediation between Contractor and Subcontractor (or after the mediator has declared an impasse) shall be resolved through litigation in a court of law. However, the exhaustion of the dispute resolution remedies set forth herein is a condition precedent to any such litigation.

B. The Subcontractor agrees not to communicate directly with the Client regarding any claim, dispute or other matter in question between the Subcontractor and Contractor arising under the Subcontract or any Work Order, unless the Subcontractor is required to do so under federal, state or local law.

C. The claims and disputes of Contractor, Subcontractor and other subcontractors, sub-subcontractor and/or suppliers involving a common question of fact or law shall be heard by the same mediator in a single proceeding.

D. Alabama state law shall apply to the resolution of all issues, and venue shall exclusively lie in a state or federal court of competent jurisdiction located in Mobile, Alabama. Any litigation shall be conducted solely as a bench trial, and THE PARTIES HERETO SPECIFICALLY WAIVE ANY RIGHT TO A TRIAL BY JURY ON ANY CLAIM THEY MAY HAVE.

20. WORK CONTINUATION AND PAYMENT. Unless otherwise agreed in writing, or unless Contactor has terminated the applicable Work Order, Subcontractor shall carry on the Work and maintain the schedule of Work under any Work Order pending any and all dispute resolution procedures. If Subcontractor is continuing to perform, Contractor shall continue to make payments in accordance with the Subcontract.

21. INSPECTION OF BOOKS AND RECORDS.

A. Subcontractor shall make all of its books and records regarding any Work hereunder available for inspection and copying by Contractor and/or Client for either a period of five years or the period of time Contractor must make its records available to Client under the Prime Contract, whichever is longer, following the completion of the Work. In the event Contractor or Client suspects that Subcontractor has submitted incorrect or fraudulent billings or invoices, Contractor may withhold any future payments to Subcontractor until a full review and audit of Subcontractor's records has been completed.

B. Subcontractor agrees to make all project records available at the jobsite to Contractor for the purpose of inspection and/or substantiating the billings submitted by Subcontractor within 24 hours after Contractor makes a request for such records.

22. BOND.

A. At the option of Contractor, Subcontractor shall furnish Contractor with separate performance and payment bonds covering any Work Order issued hereunder. Such bonds will be upon terms acceptable to Contractor and will have a satisfactory corporate surety. Each bond shall be in an amount equal to 100% of the total amount of the Work Order. The requirement for a bond and the manner of payment therefore shall be set forth in the applicable Work Order.

B. If Contractor has supplied a bond to Client for the Work being performed by Subcontractor, then the following provision shall apply:

Notice to Contractor of Bond Claims. If after making payment to Subcontractor, Contractor receives written notice from a supplier or a second-tier subcontractor of a deficiency (including a failure to pay) in Subcontractor's performance, Contractor may, after providing notice to Subcontractor and without incurring an obligation for late payment interest penalty, withhold from Subcontractor's next available payment or deduct from the next payment application an amount sufficient to compel prompt remedial performance. Contractor shall withhold this amount until it receives satisfactory written notification from the supplier or second-tier subcontractor that the subcontract performance deficiency has been corrected. After receiving satisfactory written notice, Contractor shall pay the withheld amount due Subcontractor as follows:

1) Amounts held in Contractor's possession shall be paid as soon as practicable but no later than seven (7) days after receipt of such satisfactory notification.

2) Amounts held by Client shall be paid within seven (7) days of receipt from Client by Contractor.

23. LIQUIDATED DAMAGES. If the Prime Contract provides for liquidated or other damages for delay beyond the completion date set forth in the Contract Documents, and such damages are assessed, then Contractor may assess the same against Subcontractor in proportion to Subcontractor's share of the responsibility for such delay. However, the amount of such assessment shall not exceed the amount assessed against Contractor. Nothing set forth herein shall limit Subcontractor's liability to Contractor for Contractor's actual delay damages caused by Subcontractor's delay. Subcontractor shall remain liable to Contractor for Contractor's actual damages caused by Subcontractor's delay, except that in all instances subcontractor's liability shall not exceed the amount it has been paid by contractor.

24. WAIVER. The failure of either party to invoke any provision hereof or assert any right given herein on any one occasion or on any series of occasions shall not amount to or be interpreted as a waiver or release of any such provision or right.

25. NO PRIOR AGREEMENTS. This Subcontract, along with any Work Order issued to Subcontractor hereunder, constitutes the complete agreement between the parties and supersedes any and all prior understandings, conversations, and proposals.

26. MODIFICATIONS. No modification of this Subcontract shall be enforceable unless it is set forth in a writing signed by the party against whom the modification is asserted.

27. SEVERABILITY. The partial or complete invalidity of any one or more provisions of this Subcontract shall not affect the validity or continuing force and effect of any other provision. If any provision of the Subcontract is found unenforceable by any court or tribunal, Contractor and Subcontractor agree that such provision shall be modified to the minimum extent necessary to render it enforceable and that the remainder of the Subcontract shall not be otherwise affected.

28. TITLES. The titles given to the individual provisions of this Subcontract are for ease of reference only and shall not be relied upon or cited for any other purpose.

29. TERM AND TERMINATION.

A. This Subcontract shall continue in full force and effect until terminated as provided herein. Either party may terminate this Subcontract, with or without cause, upon seven (7) days written notice to the other party. Subject to Article 30, in the event of the termination of this Subcontract, Subcontractor shall continue in the performance of all Work required by any Work Order issued to Subcontractor prior to the effective date of termination.

B. If, after giving notice of termination of this Subcontract, it is determined for any reason that Subcontractor was wrongfully terminated or that Contractor was not entitled to the remedies against Subcontractor provided herein, then Subcontractor's remedies against Contractor shall be limited to recovery of any portion of Subcontractor's fee earned through the date of termination, but Subcontractor shall not be entitled to any other or further recovery against Contractor, including, but not limited to, anticipated fees or profits on Work not required to be performed, lost business opportunity, special damages, punitive damages, consequential damages or unabsorbed overhead.

C. If Subcontractor files a petition under the Bankruptcy Code, this Subcontract shall immediately terminate if Subcontractor or Subcontractor's trustee rejects the Subcontract or, if there has been a default, Subcontractor is unable to give adequate assurance that Subcontractor will perform as required by the Subcontract or otherwise is unable to comply with the requirements for assuming this Subcontract under the applicable provisions of the Bankruptcy Code. If Subcontractor is not performing in accordance with the schedule of Work at the time a petition in bankruptcy is filed, or at any subsequent time, Contractor, while awaiting the decision of Subcontractor or its trustee to reject or to assume this Subcontract and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies as are reasonably necessary to maintain the schedule of Work.

D. Upon termination of this Subcontract by either party, the provisions of Articles 10, 12, 18, 19, 21, 23, and 31 shall survive and continue in full force and effect.

30. TERMINATION BY CLIENT. Should the Client terminate the Prime Contract with Contractor or any part thereof which includes Subcontractor's Work, Contractor shall notify Subcontractor in writing. This Subcontract shall be terminated, and Subcontractor shall immediately stop Work, follow all of Contractor's instructions, and mitigate all costs. No other prior notice is required. **In the event of such termination by the Client, Contractor's liability to Subcontractor is limited to the extent of Contractor's recovery on Subcontractor's behalf under the Prime Contract. However, this provision shall not obligate Contractor to pursue recovery of any amounts owed from Client for Subcontractor's Work.**

31. RELEASE OF INFORMATION AND CONFIDENTIALITY.

A. Subcontractor shall treat as confidential and not disclose to third persons, except approved sub-subcontractors, suppliers, and the Client, as is necessary for the performance of the Work, or use for its own benefit, any of Contractor's developments, confidential information, including but not limited to the identity of Contractor's Clients and potential clients, pricing, and bidding procedures and information, know-how, discoveries, methods and the like that may be disclosed to Subcontractor or which Subcontractor may acquire in connection with the Work. Subcontractor shall take all reasonable action(s) to meet its obligations of confidentiality under this Article.

B. Subcontractor acknowledges that the Contractor may be required from time to time to enter into agreements with Clients regarding confidentiality, protection of proprietary rights, non-disclosure, intellectual property, trade secrets and the like and agrees to abide and be bound by these agreements upon notice of such agreement(s) from the Contractor.

C. Subcontractor acknowledges that such a breach any provision of this Article 31 may result in continuing and irreparable damage to the Contractor for which there may be no adequate remedy at law and that the Contractor, in addition to all other relief available to the Contractor, shall be entitled to the issuance of an injunction restraining the Subcontractor from committing or continuing any breach of this Article without being required to first undertake the dispute resolution procedures of Article 19.

D. Further, no news releases (including photographs, films, public announcements or denial or confirmation of same) on any portion of the subject matter of this Subcontract or any phase of any project shall be made by Subcontractor without prior written approval by Contractor.

E. The confidentiality obligations set forth in this Article 31 shall survive the completion of all Work or the termination of this Subcontract.

IN WITNESS WHEREOF, the parties have executed this Subcontract on the date first above written.

CROWDERGULF, LLC
Contractor

By:_____(Sign)

Print Name:_____

Its:_____

Witness:_____

Print Name:_____

_____
Subcontractor

By:_____(Sign)

Print Name:_____

Its:_____

Witness:_____

Print Name:_____

REQUIRED INFORMATION

Company Name: _____

Contact Name: _____

Address: _____ City: _____ State: ____ Zip Code: _____

Phone #: _____ Cell Phone #: _____

Fax #: _____ Email: _____

Social Security/Federal I.D. #: _____

Please check all that apply:

☐	☐	☐	☐	☐	☐
Disabled Veteran Owned	*Hub Zone*	*Small Business*	*Small Disadvantaged Business*	*Veteran Owned*	*Woman Owned*

Insurance Certificate must be sent to CrowderGulf office in order to verify the following coverage:

Liability Insurance:	Auto Insurance:	Worker's Comp
1,000,000	1,000,000	500,000

Checks to be sent to: (One option must be checked)

Satellite Location ☐ Mailed To Office/Residence ☐ FedEx ☐
Account Number: _____
(Must Be Included)

Please note, once you have received your first check, this is where all checks will be sent unless the DAO office is notified in writing.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: http://www.dhs.gov/E-Verify. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.

CrowderGulf Disaster Administration Office
5435 Business Parkway
Theodore, Alabama 36582
251-459-7430 (phone)
251-459-7433 (fax)

*** ALL DOCUMENTATION MUST BE PROVIDED TO THE DAO OFFICE NO LATER THAN TEN DAYS FOLLOWING THE EXECUTION OF THIS SUBCONTRACT.**

EXHIBIT A

SUBCONTRACTOR REQUIREMENTS AND INSTRUCTIONS

As the **Subcontractor**, I have read and understand that the following list is part of the **Subcontractor's** responsibilities and by signing this subcontract, I agree to abide by the said requirements.

Subcontractor Requirements:

Personnel

1. A list of all personnel and subcontractors per job site, with names and phone numbers, will be made available to CrowderGulf.
2. Federal contractors and subcontractors are required to use E-Verify as of September 8, 2009. Executive Order 12989 mandates the electronic verification of all employees working on any federal contract. The amended Executive Order reinforces the policy that the federal government supports a legal workforce. **E-Verify** is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of that employee to work in the United States.
3. A Subcontractor foreman or supervisor must be present with crews to provide oversight.
4. Subcontracting by Subcontractor should be limited to one tier. Failure to comply will result in possible termination of said subcontract.

Equipment / Debris Hauling Trucks

4. All vehicles, equipment, fuel, materials, parts, tires, and clean-up in work areas will be provided by **Subcontractor** at no cost to CrowderGulf.

5. All equipment and trucks are serviced and maintained on a regular basis and have been checked for the following safety requirements:
   a. Tires appear in acceptable condition
   b. Brake lights work
   c. Turn signals work
   d. Reverse lights work
   e. Backup alarm working
   f. Horn working
   g. Any removable components (sideboards, tailgates, etc.) are secured
   h. Tailgate is properly secured and is a FEMA approved tailgate that opens from the side.
   i. No false bottoms, hidden tanks, or other load altering devices are in place.

6. All trucks used to haul debris, at a minimum, are capable of rapidly dumping its load without the assistance of other equipment; and/or if equipment is needed to unload trucks, it will be provided by the Subcontractor.

7. All trucks hauling debris will have a tailgate that will effectively contain the debris during the transport and permit the truck to be filled to capacity. Tailgates should meet FEMA requirements and should not be made from plastic mesh. Metal fence gate, turkey wire or cattle wire can be used if approved by FEMA/City/County.

8. Sideboards or other extensions to the truck bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are to be constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bed sides. Use of any other types of sideboards must be approved by CrowderGulf and City/County prior to certification.

SAMPLE

9. All truck drivers will have a valid driver's license and/or a CDL certification (if applicable).

10. Trucks will have current registration (bill of sale for new trucks, if within 30 days, will be accepted until registration is issued) in the truck at all times.

11. Hand loading of debris hauling trucks will not be permitted under any circumstance.

12. All trucks will have current proof of insurance in the truck at all times.

13. **Subcontractor** assures that all loads are transported without threat of harm to the general public, private property, and public infrastructure. Any debris above the top rail poses a threat to utility lines and possibly the public.

14. All trucks will be certified by City/County representative before hauling any loads.
    a. All trucks will have a placard with certified number and measured cubic yardage written on it and placed on the driver's side of the truck bed and in clear view for tower personnel.
    b. **IF for any reason the cubic yards change, the truck MUST be recertified immediately and a new certified number will be issued.**
    c. All trucks will have a **copy of the truck certification** with the truck at all times.

Safety

15. **Subcontractor** agrees to adhere to CrowderGulf's written Safety / Health Policy, a copy of which can be obtained at the Disaster Administration Office located in Theodore, Alabama or your local field office.

16. The Subcontractor shall provide **sufficient** signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s). All traffic safety signs and equipment will be furnished by **Subcontractor** at **no cost to CrowderGulf** and be in accordance with the latest Manual of Uniform Traffic Control Device, to include but not limited to:
    a. Traffic signs (ROAD WORK AHEAD, ONE LANE ROAD AHEAD, FLAGMAN SYMBOL, etc.) must be in acceptable condition and not homemade
    b. One flagger must be provided for every truck unless otherwise stated in the Master Agreement or stopping traffic then two or more may be required.
    c. One orange vest and one hard hat for each ground crew member
    d. Adequate cones to place one per 20 linear feet of work zone
    e. Two stop/slow paddles for flagmen
    f. First Aid Kit
    g. A fully functional fire extinguisher for all vehicles

17. If crew has chainsaw operator, the following will be in place:
    a. Hand, foot, leg (chaps), eye, face, hearing and ear protection for chainsaw operator
    b. Orange highway hard hat, vest, cap and shirt for chainsaw operator
    c. No-loose fitting clothing can be worn.

18. **Subcontracto**r agrees to adhere to CrowderGulf's written Drug / Alcohol Policy, a copy of which can be obtained at the Disaster Administration Office located in Theodore, Alabama or your local field office.

CrowderGulf is an Equal Opportunity Employer. It is our policy to provide an employment and work process free of any unlawful discrimination. We will promote the value of a diverse work force, which fosters fair treatment of all individuals based on knowledge, skill, ability and performance.

EXHIBIT B

REQUIRED INSURANCE POLICIES

Policy	Limit
General Liability	($1,000,000/per occurrence)
Commercial Auto Liability	($1,000,000/per occurrence)
Workman's Comp	($500,000/per occurrence)

1. The following must be named as certificate holders on your auto, general liability and workman's comp policies:

   i. CrowderGulf, LLC
   5435 Business Parkway, Theodore, Alabama 36582;

   ii. The City or County where you are working as stated in the **Work Order**.

2. Have your insurance agent fax a certificate verifying your policy information for general liability, auto liability, and worker's compensation to (251) 459-7433 ATTN: Jenny Todd, original should be mailed to CrowderGulf.

If you have any questions, contact Jenny Todd at (251) 459-7430.
Email: jtodd@crowdergulf.com

* The following statement shall be submitted on each certificate: **"The insurance coverage afforded on this certificate will not be materially changed or cancelled without thirty (30) days written notice to the certificate holder."**

NOTE: All subcontractors must furnish insurance certificates for general liability, automobile and workman's comp, **before the first check is issued.** If for any reason CrowderGulf does not receive this documentation, it will result in **termination and/or deduction of insurance from the weekly paycheck**.

SAMPLE

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT

C-XX-XXX-XX-XX

THIS CONTRACT is made and entered into this **XXth** day of **Month, 20XX** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Vendor, Inc.** ("Company").

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

a. Hidalgo County's Request for Proposals # XXXX-XXX-XX-XX-YSS,

b. Contractor Pricing Worksheet ("Worksheet");

Whereas the Proposal, Form, and Worksheet (sometimes collectively the "Proposal Package" are incorporated and attached as Exhibits A and B 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 Packet, 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 Primary 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, 20XX 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 "Primary" 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 "Secondary" Service Provider. In such event, County shall charge the "Primary" 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 "D" attached hereto payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act. Tex. Govt.CodeCh.2251.

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
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Company: Vendor Name (Primary/Secondary/Tertiary)
Attn: Name, Title
Address & Street
City, State ZIP##

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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County. **Agreements for the acquisition, including lease of real or personal property under Tex.Local.Govt.** In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the other party, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of County in accordance with Tex.Local.Govt.Code §271.903.

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.

20. **Nondiscrimmation.** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

21. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

22. **Required Contract Provision for Contracts Subject to Federal Award (if applicable).** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the Service Contract (C-I 9-074-00-00: Hidalgo County & _____.) Page 5 of 10 applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract

clauses were provided as part of the initial procurement packet and are incorporated herem and made part of this agreement for all purposes.

WITNESS our hands in duplicate originals this ____ day of _____, **20____.**

COUNTY OF HIDALGO

_____
Richard F. Cortez, County Judge

COMPANY:

_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

Exhibit A: Hidalgo County's RFP-Debris Removal & Disposal
Exhibit B: Contractor Pricing Worksheet
Exhibit C: Insurance

EXHIBIT "A"

HIDALGO COUNTY'S RFP-DEBRIS REMOVAL & DISPOSAL

EXHIBIT "B"

CONTRACTOR PRICING WORKSHEET

EXHIBIT "C"

PROOF OF INSURANCE

CROWDER GULF

7. MISC INFORMATION

7. Miscellaneous Information

Financial strength is one of the most important aspects for Hidalgo County to consider when selecting a debris contractor. Following a major disaster, the County's financial burdens could be substantial. It is important to have a financially strong disaster-experienced contractor, such as CrowderGulf, that will work to get the job completed, regardless of any delays in invoice payments.

CrowderGulf's financial stability is solid and reliable and over the years we have established an excellent line of credit with our financial institution. We have always paid our subcontractors and personnel weekly and we have met all financial obligations without interruption. Over the years, CrowderGulf has paid out millions of dollars before receiving any payments. CrowderGulf's long time commitment to pay subcontractors weekly has allowed us to attract the most experienced and well-equipped subcontractors in the nation.

John Ramsay, President and Director of Operations, has had extensive experience working disasters and is personally aware that many municipalities are not financially prepared to handle the cost of a major recovery effort. He understands that it takes time to work through the bureaucracy and obtain funding. Consequently, CrowderGulf's position has always been one of patience with our clients as they endeavor to meet our invoices. Some clients have been more financially capable than others, but we have never had a situation in which we were unable to amicably resolve any payment issues.

AGGREGATE BONDING CAPACITY	**$ 500,000,000**
SINGLE BONDING CAPACITY	**$ 250,000,000**
OTHER AVAILABLE FUNDING	**$ 80,000,000**

Bonding
Sterling Seacrest Partners
Mr. Jim Congelio
1715 N. Westshore Blvd, Suite 920
Tampa, FL 33607
813-489-1183

Insurance
Point Clear (Gray Insurance)
Robby Farmer
368 Commercial Park Drive
Fairhope, AL 36532
251-990-9050

See "Bank and Bonding Reference Letters" attached.

Audited Financial Statements can be provided upon request.

Insurance

CrowderGulf maintains ***all required insurances*** such as General Liability, Personal Injury, Workers Compensation, Automobile/Equipment Liability, as well as Maritime Insurance. Gray Insurance Company of Metairie, Louisiana provides this insurance coverage. *See Insurance Certification information in Tab 1. FORMS.*

Equal Opportunity Employer

CrowderGulf is an ***Equal Opportunity Employer***. It is our policy to provide an employment and work process free of any unlawful discrimination. We will promote the value of a diverse work force, which fosters fair treatment of all individuals based on knowledge, skill, ability and performance.

Drug Free Work Place

CrowderGulf is a participant in the ***National Drug Free Work Place Program***. Our policy prohibits drug distribution, possession or use while in the employment of CrowderGulf. This policy applies to all subcontractors and/or consultants that support or assist in any work conducted. Employee training, counseling and/or employee assistance programs bolster the drug free policy.

REGIONS

January 10, 2019

Re: Bank Reference for Crowder Gulf, LLC and Crowder Gulf Joint Venture, Inc.

Please consider this letter as verification that Crowder Gulf, LLC, and its wholly owned entity, Crowder Gulf Joint Venture, Inc., are one of Regions Bank's valued customers. Regions is privileged to have serviced the operating accounts of the companies since 1987, with all accounts handled in an exemplary manner.

The company currently maintains balances in the mid seven figures and a line of credit in the amount of $75,000,000.00.

If you have any questions, please contact me at 251-690-1087.

Sincerely,

Christopher Esfeller
Senior Vice President
Commercial Banking
christopher.esfeller@regions.com

SterlingSeacrest
PARTNERS

January 3, 2019

RE: CrowderGulf, LLC
Status of Bondability

To Whom It May Concern:

Sterling Seacrest Partners is proud to represent CrowderGulf, LLC. We consider them to be a premier contractor in their field and we do not hesitate to recommend them for you project needs.

Travelers Casualty and Surety Company of America has a A.M. Best rating of "A++, XV" and provides a bonding program to CrowderGulf, LLC with single bond limits up to $250,000,000 and an aggregate program of $500,000,000. These limits are not to be construed as maximums but are established to handle the daily needs of our client.

As always, Travelers Casualty and Surety Company of America reserves the right to perform standard underwriting at the time of any bond request. This includes, but will not be limited to the acceptability of the contract documents, bond forms and project financing. We assume no liability for any reason if we do not execute the bonds as requested. This letter is not an assumption of liability, nor should it be considered a bid, payment or performance bond. If you should have any questions, please do not hesitate to contact us.

Sincerely,

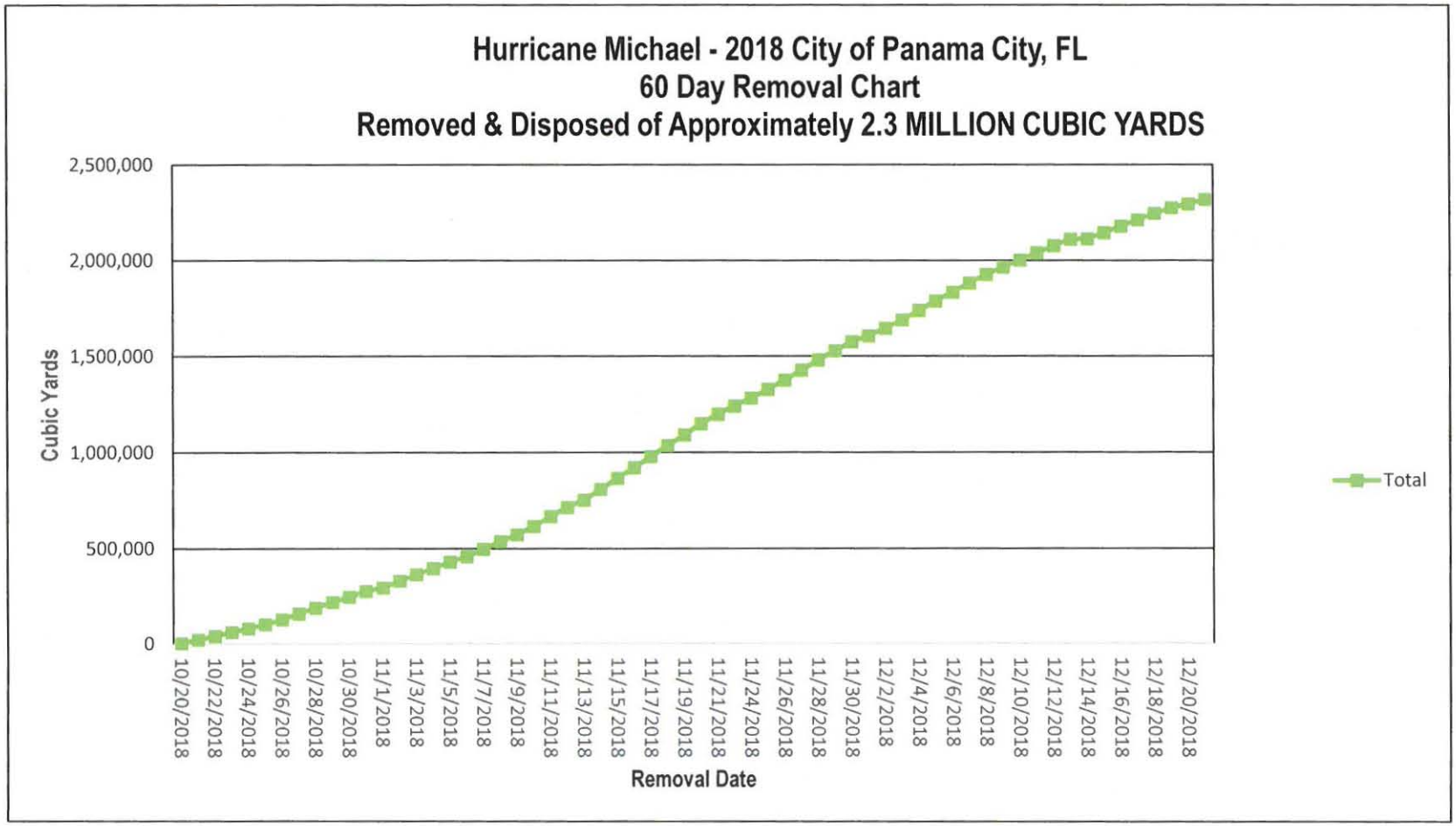
Sterling Seacrest Partners

James C. Congelio

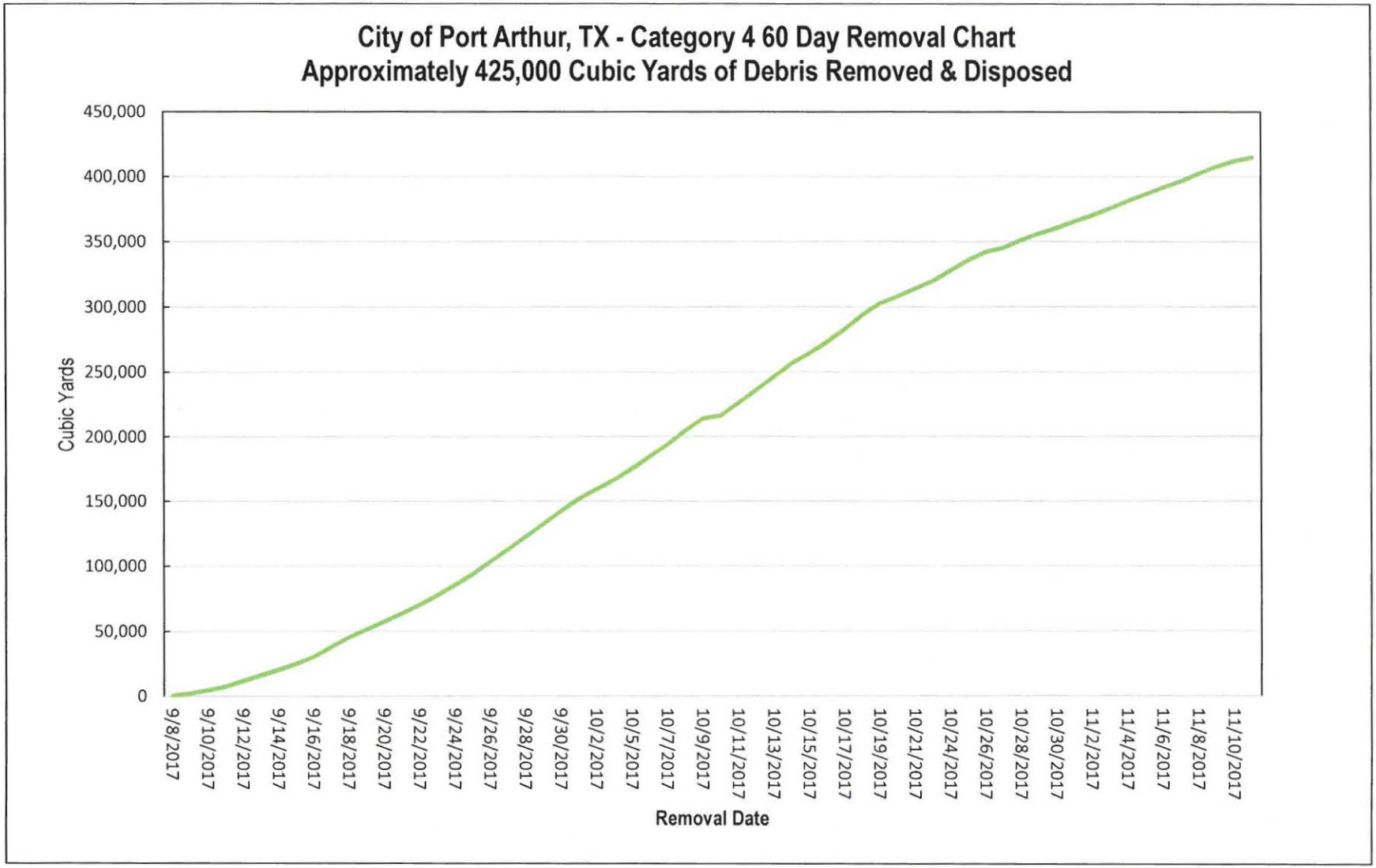
Productivity Charts and Meeting Client's Timelines

The charts on the following pages illustrate CrowderGulf's removal operations after Hurricane Harvey, Hurricane Irma and Hurricane Michael. **Our Team worked to remove and dispose of over 27 million cubic yards after 101 contracts were activated.**

Hurricane Michael – City of Panama City, FL 60 Day Production Rate Chart



Hurricane Harvey – City of Port Arthur, TX Production Rate Charts



Past Performance Chart

The chart below contains a partial listing of contracted work accomplished by CrowderGulf as Prime Contractor (unless otherwise stated) for the **last 3 years**. A complete list can be made available dating back to Hurricane Frederick in 1979.

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2018 Hurricane Michael CAT IV (FL)	**9 Activations – 24 DMS's**	**$90,987,937 +** Total Event Cost	**7,607,406 +** Total Event CY	
Apalachicola, FL	**Removed & Disposed:** vegetation; **Reduced: Grinding** (47,227cy); **Leaners** (9) **& Hangers** (1,175) Trees; **Monitored** by Tetra Tech	$1,024,119	59,069	**Ronald W. Nalley**, City Manager; 1 Avenue E., Apalachicola, FL 32320; amklibrary2017@gmail.com;
Bay Co, FL	**Removed & Disposed:** vegetation; **C&D Compact** (274,381cy) **Reduced: Grinding** (1,184,582) **Leaners** (5,995) **& Hangers** (9,000) Trees; **Monitored** by Landfill Strategies	$23,714,658	1,621,351	**Keith Bryant**, Director of Public Works; 840 W. 11st Street, Panama City, FL 32401; 850-248-8302; kbryant@baycountyfl.gov
Carrabelle, FL	**Removed & Disposed:** vegetation; **Reduced Grinding** (18,456)	$360,820	20,056	**Courtney Dempsey**, CRA Director; 1001 Gray Avenue, Carrabelle, FL 32322; 850-544-5233; citycbel@gtcom.net
Dauphin Island, AL	**Sand Removal**	$271,683		**Mayor Jeff Collier**; 1011 Bienville Blvd.; Dauphin Island, AL 36528 251-861-5525; jcollier@townofdauphinisland.org
Franklin Co, FL	**Removed & Disposed:** vegetation; **Reduced Grinding** (49,259cy); **Leaners** (53) **& Hangers** (797)Trees; **Monitored** by Tetra Tech	$1,988,617	126,087	**Pamela Brownell**, EM Director; 28 Airport Rd., Apalachicola, FL 32320; 850-653-8977 ext 100; Cell 850-653-6748; em3frank@fairpoint.net
Jackson Co, FL	**Removed & Disposed:** vegetation; **Reduced Grinding Monitored** byCDR McGuire	$26,749,666	1,853,813	**Rodney Andreasen**, Director of Emergency Management; 2819 Panhandle Rd., Operations Complex, Marianna, FL 32446; 850-718-0007; Cell 850-573-1058; randreasen@jacksoncountyfl.com
Lynn Haven, FL	**Removed & Disposed:** vegetation; **Leaners** (164) **& Hangers** (606)Trees; **Monitored** by Tetra Tech. Provided Sat. Phones	$7,918,458	633,614	**Michael White**, City Manager; 825 Ohio Ave., Lynn Haven, FL 32444; 865-265-2121, Cell 850-814-8740; citymanager@cityoflynnhaven.com
Panama City Beach, FL	**Removed & disposed of vegetation**	$444,581		**Janine Thomas**, PW Senior Administrative Support Specialist, 116 S. Arnold Road Panama City Beach, FL 32413 850-233-5100 jthomas@pcbgov.com
Panama City, FL	**Removed & Disposed:** vegetation; **C&D Compact**, **Reduced Grinding** (1,445,193cy); **Leaners** (5,296), **Trees** (24,208); **Monitored** by Landfill Strategies	$51,785,261	3,034,980	**Neil Fravel**, Director of Public Works; 819 E. 11th Street, Panama City, FL 32401; 850-872-3015; nfravel@pcgov.org
Parker, FL	**Removed & Disposed:** vegetation; **C&D Compant** (1,279cy **Reduced: Grinding** (271,887cy); **Leaners** (203) **& Hangers** (842) Trees; **Monitored** by Tetra Tech	$6,970,291	522,242	**Nancy Rockwell**, City Clerk; 1001 West Park Street, Parker, FL 32404 850-960-1908, Cell 850-528-9032; narowell@cityofparker.com
Washington Co, FL	**Removed & Disposed:** vegetation; **Reduced: Grinding** (719,889cy); **Leaners** (7,086), **Hangers** (29,673) Stumps (17); **Monitored** by Witt O'Briens	$16,165,180	1,084,780	**Ms. Lynne Abel**, EM Public Safety Director; 2300 Pioneer Road, Chipley, FL 32428; 850-638-6203; label@washingtonfl.com
2018 Hurricane Florence CAT 1 (NC & SC)	**18 Activations – 16 DMS's – FEMA-DR-4292-NC**	**$25,788,107** Total Event Cost	**2,000,000+** Total Event CY	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Bald Head Island, NC	**Removed & Disposed:** vegetation; **Reduced Grinding** (20,548cy); **Leaners** (275) **& Hangers** Trees (3,148); WG (169) **Monitored** by Landfill Strategies	$860,103	24,323	**Chris Clemmons**, Director of Public Works; 110 Rothschild Street, Holden Beach, NC 28463; 910-842-6488; pworks@hbtownhall.com **Chris McCall –** Village Manager, 910-457-9700; cmccall@villagebhi.org
Bolivia, NC	**Removed & Disposed:** vegetation; **Reduced Grinding** (749cy) ; **Monitored** by Landfill Strategies	$15,170	1,064	**Dustin Graham**, Director of Public Works; 700 Sunset Blvd., Sunset Beach, N 28468; 910-579-6297 ext 1048, Cell 910-443-1144; dgraham@sunsetbeachnc.gov **Jane Marshton,** Mayor; 910-471-2024
Brunswick Co, NC	**Removed & Disposed, Reduce Grinding** (318,734) **Leaners** (2,138) **& Hangers** (18,932) Trees; **Monitored** by Landfill Strategies	$6,962,537	382,830	**Wyatt Richardson**, Operation Services Director of Parks & Recreation; 102 Town Hall Drive, Leland, NC 28451; 910-332-4651, Cell 910-470-7347; wrichardson@townofleland.com **Micki Bozeman**, Solid Waste Coordinator, micki.bozeman@brunswickcountync.gov
Caswell Beach, NC	**Removed & Disposed:** vegetation; **Reduced Grinding** (8,722cy) **Monitored** by Landfill Strategies	$143,364	10,520	**Mayor Jane Marston**; PO Box 93, Bollivia, NC 28422; 910-471-2024; townhall.bolivia@atmc.net;
Duplin Co, NC	**Removed & Disposed:** vegetation; **Reduced Grinding** (89,635cy); **White Good** (1,186cy); **Monitored** by Tetra Tech	$2,588,269	184,668	**Chris Vernon**, Emergency Management Director; 209 Seminary St. Keansville, NX 28349; 910-296-2160 x224, Cell 910-271-2772; chris.vernon@duplincountync.com
Fayetteville, NC	**Removed & Disposed:** vegetation; **Reduced Grinding** (107,490cy) ; **Monitored** by Tetra Tech	$1,814,805	120,741	**Jackie Tuckey,** Public Information Officer 910-433-1854 jtuckey@ci.fay.nc.us **Scott L. Bullard**, Emergency Manager of Fire/EM; 433 Hay St., Fayetteville, NC 28301; 910-433-1789, Cell 910-551-4208; sbullard@ci.fay.nc.us
Jacksonville, NC	**Removed & Disposed:** vegetation: ROW to DMS and **Reduced Grinding**; **Leaners** (13,777) **& Hangers** (2,823) Trees; **Monitored** by Thompson	$4,162,306	269,974	**Wally Hansen**, Public Services Director – Engineering & Construction; PO Box 128. Jacksonville, NC 28451; 910-938-5260; whansen@ci.jacksonville.nc.us; **Dr. Richard L. Woodruff**, City Manager; 910-938-5220; citymanager@ci.jacksonville.nc.us
Leland, NC	**Removed & Disposed:** vegetation; **ROW to DMS** and **Reduced Grinding**; **Monitored** by Landfill Strategies	$1,510,413	113,814	**Wyatt Richardson**, Operations Services Director; 102 Town Hall Drive, Leland, NC 28451 Ofc: 910-332-4651 Cell: 910-470-7347 wrichardson@townofleland.com
Navassa, NC	**Removed & Disposed:** vegetation and C&D.	$184,995	15,811	**Mayor Eulis Willis**; 334 Main St., Navassa, NC 28451; 910-371-2432; mayor@townofnavassa.org
Northwest, NC	**Removed & Disposed:** vegetation and C&D.	$29,944	1,879	**Mayor James Knox** - 910-515-9677 - cityofnorthwest@cityofnorthwest.com
North Topsail Beach, NC	**Removed & Disposed:** vegetation; **ROW to DMS, C&D Reduction and Sandscreening**; **Monitored** by Tetra Tech	$1,191,044	38,298	**Thomas Best**, Public Works Director; 3315 Gray St., North Topsail Beach, NC 28460; 910-328-9297, Cell 910-376-0453; tbest@ntbnc.org
Oak Island, NC	**Removed & Disposed:** vegetation; **ROW to DMS** and **Reduced Grinding** (55,965) **Leaners** (154) **& Hangers** (2,752) Trees; **Monitored** by Land Strategies	$1,618,445	131,665	**David Kelley,** Town Manager; dkelly@ci.oak-island.nc.us
Onslow Co, NC	**Removed & Disposed:** vegetation; **ROW to DMS** and **Reduced Grinding** (123,457); **Leaners** (51) **& Hangers** (2,072) Trees; **Monitored** by Tetra Tech	$6,349,681	567,036	**Norman Bryson**, Emergency Services Director; 1180 Commons Drive North, Jacksonville, NC 28546; 910-347-4270, Cell 910-340-5033; Norman_Bryson@onslowcountync.gov
Sandy Creek NC	**Removed & Disposed:** vegetation; **Monitored** by Land Strategies	$14,986	1,889	**Genn Marshall,** Mayor; 910-655-6028 or 240-256-0810

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
SCDOT	**Removed & Disposed:** vegetation; **Monitored** by Thompson	$118,452	4,867	**Tom Johnson**, SCDOT Manager / Emergency Operation; 803-354-2288; johnstona@scdot.org
Shallote, NC	**Removed & Disposed:** vegetation; **ROW to DMS** & **Reduced Grinding** (6,563cy) ; **Monitored** by Land Strategies	$118,221	10,565	**Mimi Gaither,** Town Administrator; 910-619-7452
Swansboro, NC	**Removed & Disposed:** vegetation; **Reduced Grinding** (27,705cy); **Leaners** (8) **& Hangers** (87) Trees; **Monitored** by Thompson	$504,450	30,816	**Scott Chase**, Town Manager; 601 W. Corbett Avenue, Swansboro, NC 28584; 910-326-4428 x 175, Cell 910-712-4500; schase@ci.swansboro.nc.us
Varnamtown, NC	**Removed & Disposed:** vegetation; **ROW to DMS** and **Reduced Grinding** (3,675cy) ; **Monitored** by Land Strategies	$66,268	4,369	**Judy Galloway,** Mayor; 910-842-6697; jllg@atmc.net
2018 Project Other Projects	**4 Contracts**	**$793,126**		
Dauphin Island, AL	**Tropical Storm Gordon – Sand Removal**	$14,000		**Mayor Jeff Collier**; 1011 Bienville Blvd.; Dauphin Island, AL 36528 251-861-5525; jcollier@townofdauphinisland.org
Eastern Shipbuiding Group	**Dredging**	$741,332		**Greg Bourdreaux**, Project Manager 2200 Nelson Street Panama City, FL 32402 850-763-1900 xt. 3328 Cell: 850-819-9093, gboudreaux@easternshipbuilding.com
Orange Beach, AL		$2,200		**Phillip West**, Coastal Resource Manager; 4101 Ogange Beach Blvd., Orange Beach, AL 36561; 251-981-6788, Cell 251-747-6166; pwest@orangebeachal.gov
TNC – The Nature Conservancy	**Constructed Living Shoreline; Channel Dredging; Spoils Removal and Helen Woods Park Oyster Castle Pallets**	$28,800		**Mary Kate Brown**, Coast Projects Manager, 118 N. Royal St. Suite 500 Mobile, AL 36602 251-433-1150 Cell: 251-550-3728, mkbrown@tnc.org
2018 Red Tide / Fish Kill Cleanup	**6 Contracts** Activated for Event	**$2,341,980** Total Event Cost		
Barrier Islands Park, Boca Grande, FL 8/8/2018-8/14/2018	**Remove debris from beach**	$7,051	Hrly	**Sharon McKenzie,** Exec. Dir., Barrier Islands Parks Society, PO Box 637, Boca Grande, FL 33921, 941-964-0060, smckenziebips@gmail.com
Collier Co, FL 8/27/2018-9/4/2018	**Remove debris from Canal & Bay**	$47,444	Hrly	**Gary McAlpin**, Gary.McAlpin@colliercountyfl.gov
Ft Myers Beach, FL 7/31/2018-8/12/2018	**Remove debris from Beach / Canal & Bay**	$262,767	Hrly	**Chelsea O'Riley,** chelsea@fmbgov.com
Lee Co, FL 8/20/2018-9/3/2018	**Remove debris from Beach / Canal & Bay**	$374,201	Hrly	**Mary Tucker,** Dir of Procurement, Lee Co Board of County Commissioners, 1500 Monroe St, 4th Floor, Ft Myers, FL 33901, 239-533-8881, mtucker@leegov.com
Sanibel, FL 7/31/2018-9/6/2018	**Remove debris from Beach / Canal & Bay**	$1,556,961	Hrly	**Laura Zautcke,** Ops Manager, City of Sanibel, 800 Dunlop Rd, Sanibel, FL 33957, 239-472-9615, ext 368, Laura.Zautcke@mysanibel.com
Sarasota Co, FL 8/28/2018-8/31/2018	**Remove debris from Beach**	$93,556	Hrly	**Lois Rose,** Solid Waste Mgr. 4000 Knights Trail Road Nokomis, FL 34275 Ofc: 941-861-1589 Cell: 941-650-0722 Fax: 941-486-2620 lerose@scgov.net
2017 Hurricane Nate	**3 Contracts** Activated for Event	**$2,125,317** Total Event Cost	**165,947** Total Event CY	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Dauphin Island, AL 10/8/2017-4/3/2018	**Clearing Sand** from the Roads	$2,100,704	163,903	**Jeff Collier**, Mayor, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, jcollier@townofdauphinisland.org **Wanda Sandagger**, Administrative Assistant, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, wsandagger@townofdauphinisland.org	
Dauphin Island Water Authority, AL 12/12/2017-12/15/2017	**Sand Push**	$5,702	Hrly	**Vaile Feemster,** DIWSA@AOL.COM	
Mobile, AL 11/16/2017-11/20/2017	**Removed & Disposed:** C&D,	$18,911	2,044	**Bill Harkins,** Public Works Dir, harkinsb@cityofmobile.org	
2017 Hurricane Irma	**64 Contracts** Activated for Event - 115 DMS Managed for Event	**$202,592,200** Total Event Cost	**10,447,423** Total Event CY		
Apopka, FL 9/24/2017-01/26/2018	**Removed & Disposed:** vegetation, hangers (1,194 ea), stumps (15); **Tasks:** Storm Sewer Cleaning; **Monitored** by Landfall Strategies	$2,108,037	150,294	**Josh Robinson**, Solid Waste Operations Manager,748 E. Cleveland St. Apopka, FL 32703, 407-703-1731 fax: 407-703-1748 jrobinson@apopka.net	
Arcadia, FL 10/2/2017-12/11/2017	**Removed & Disposed:** vegetation, hangers (894 trees), leaners (107 trees), stumps(13); burned (33,868); **Reduced**: at 1 site by burning; **Monitored** by Landfall Strategies	$499,521	35,182	**Beth Carsten,** Finance Director 23 North Polk Ave. Arcadia, FL 34266, 863-494-4114 fax: 863-494-4712 ecarsten@arcadia-fl.gov	**Penny Delaney,** City Clerk 23 North Polk Ave. Arcadia, FL 34266 863-494-4114 fax: 863-494-4712 pdelaney@arcadia-fl.gov
Aventura, FL 9/15/2017-11/07/2017	**Removed & Disposed:** vegetation, mulch, hangers (708 trees) **Reduced**: at 1 site by grinding **Monitored** by Volkert	$379,842	10,865	**Joseph Kroll,** Public Works Director 19200 W. County Club Drive Aventura, FL 33180 cell: 305-525-1694, ofc: 305-466-8970 fax: 305-466-3277 jkroll@cityofaventura.com	**Alan Levin,** Public Works Operations Manager 19200 W. Country Club Drive Aventura, FL 33180 cell: 305-218-6844 ofc: 305-466-8931 alevine@cityofaventura.com
Bonita Springs, FL 9/23/2017-12/12/2017	**Removed & Disposed:** C&D, vegetation, grind (412,401), mulch, leaners (357) / hangers (10,148 trees) **Reduced**: at 1 site by grinding **Monitored** by Thompson - ADMS	$6,536,117	539,271	**Matt Feeney,** Public Works Director 9101 Bonita Beach Road, Bonita Springs, FL 34135 ofc: 239-949-6246 fax: 239-949-6245 matt.feeney@cityofbonitasprings.org	**Arleen Hunter,** Assistant City Manager 9101 Bonita Beach Road, Bonita Springs, FL 34135 ofc: 239-949-6262 Arleen.hunter@cityofbonitasprings.org
Brevard Co, FL 9/18/2017-11/29/2017	**Removed & Disposed:** C&D, vegetation, mulch **Reduced**: at 4 site by grinding **Monitored** by Tetra Tech - ADMS	$2,370,624	172,031	**"Euri" Euripides Rodriguez**, SW Dir, 2725 Judge Fran Jamieson Way, Bldg A, Ste 118, Viera, FL 32940, 321-633-2042, euripides.rodriguez@brevardcounty.us	
Casselberry, FL 9/20/2017-01/03/2018	**Removed & Disposed:** C&D, vegetation, mulch, leaners (58) / hangers (26 trees), stumps (21) **Reduced**: at 4 site by grinding **Monitored** by Tetra Tech - ADMS	$364,046	30,629	**Mr. Charles "Chuck" Smith** Public Works Parks and Facilities Supervisor 95 Triplet Lake Drive Casselberry, FL 32707 cell: 321-388-4194 ofc: 407-262-7725 xt. 1717 csmith@casselberry.org	**Willie Velez,** Procurement Administrator 95 Triplet Lake Drive Casselberry, FL 32707 ofc: 407-262-7700 xt. 1137 fax: 407-262-7746 , wvelez@casselberry.org
Charlotte County, FL 11/11/2017-01/26/2018	**Removed & Disposed:** C&D, vegetation, leaners (238) / hangers (5,070 trees); **Monitored** by Tetra Tech - ADMS	$1,032,094	6,193 Tons	**Richard Allen,** SW Operations Manager, 25550 Harbor View Rd, Unit 2, Port Charlotte, FL 33982, 941-764-4393, richard.allen@charlottecountyfl.gov	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Chatham Co, GA 9/20/2017-1/9/2018	**Removed & Disposed:** C&D, vegetation, mulch, grind (60,495) **Reduced**: at 1 site by grinding **Monitored** by Thompson- ADMS	$460,049	76,639	**Robert Drewry,** Director of Public Works 7226 Varnedoe Drive Savannah, GA 31406 ofc: 912-652-6842 fax: 912-652-6845 rwdrewry@chathamcounty.org	**Robin L. Maurer,** Assistant Purchasing Director 1117 Eisenhower Drive, Suite C Savannah, GA 31406 ofc: 912-790-1623 fax: 912-790-1627 rlmaurer@chathamcounty.org
Clay Co, FL 9/18/2017-1/10/2018	**Removed & Disposed:** C&D, vegetation, mulch, leaners / hangers; **Reduced**: at 6 site by grinding **Monitored** by Landfall Strategies	$5,593,903	516,358	**John Ward**, EM Dir, 2519 SR 16 W, Green Cove Springs, FL 32043, 904-541-2767, John.Ward@claycountygov.com	
Cocoa Beach, FL 9/18/2017-10/25/2017	**Removed & Disposed:** C&D, vegetation, mulch, compacted C&D; **Reduced**: at 1 site by grinding **Monitored** by Tetra Tech - ADMS	$207,256	20,986	**Rob Strong,** Project Manager, Public Works, 1600 Minutemen Causeway, Cocoa Beach, FL 32932, 321-868-3316, rstrong@cityofcocoabeach.com	
Coleman, FL 9/25/2017-12/18/2017	**Removed & Disposed:** vegetation, mulch, Stumps (6) **Reduced**: at 1 site by grinding **Self Monitored**	$28,464	3,030	**Mayor Milton Hill,** 3502 E. Warm Springs Avenue Coleman, FL 33521 cell: 352-978-9938 ofc: 352-748-1017 Fax: 352-748-2291 miltonhill@cityofcolemanfl.com	**Ruth Busby,** Public Services Director 3502 E. Warm Springs Avenue Coleman, FL 33521 ofc: 352-748-1017 Fax: 352-748-2291 ruthbusby@cityofcolemanfl.com
Collier County, FL 5/15/2018-Ongoing	**Removed & Disposed:** drainage ditch debris, stumps (1,360), leaners (714); **Monitored** by Tetra Tech - ADMS	$15,956,176	49,215	**Gino Santabarbara,** Gino.Santabarbara@colliercountyfl.gov	**Tony Barone,** Tony.Barone@colliercountyfl.gov
Deltona, FL 9/19/2017-12/18/2017	**Removed & Disposed:** vegetation, mulch, leaners (99) / hangers (2,734 trees); **Reduced**: at 1 site by grinding **Monitored** by Tetra Tech - ADMS	$3,257,453	292,339	**Matt Doan**, PW Dir, 2345 Providence Blvd, Deltona, FL 32725, 386-878-8950, mdoan@deltonafl.gov	
DeSoto Co, FL 10/2/2017-02/15/2018	**Removed & Disposed:** vegetation, mulch, leaners (459) / hangers (1 trees), stumps (228); **Reduced**: at 1 site by grinding **Monitored** by Landfall Strategies	$1,474,790	96,228	**Tom Moran,** Emergency Management Director 2200 NE Roan Street Arcadia, FL 34266 Cell: 863-993-5855, Ofc: 863-993-4831, Fax: 863-993-4840 t.moran@desotobocc.com	**Cindy Talamantez,** Puchasing Director 201 E. Oak Street, Suite 203 Arcadia, FL 34266 Ofc: 863-993-4816 Fax: 863-993-4819 c.talamantez@desotobocc.com
Edgewater, FL 9/19/2017-11/2/2017	**Removed & Disposed:** vegetation **Monitored** by Witt O'Briens - ADMS	$409,725	57,936	**Brenda DeWees**, Dir of Env Services, 409 Mango Tree Drive Edgewater, FL 32132 386-424-2400, bdewees@cityofedgewater.org	
Edgewood, FL 9/21/2017-11/9/2017	**Removed & Disposed:** vegetation, mulch **Reduced**: at 1 site by grinding **Monitored** by Landfall Strategies	$214,703	15,547	**Bea L. Meeks,** City Clerk, 405 Larue Ave. Edgewood, FL 32809 Cell: 352-267-8839, Ofc: 407-851-2920 Fax: 407-851-7361 bmeeks@edgewood-fl.gov	**Mayor Ray Bagshaw** 405 Larue Ave. Edgewood, FL 32809 Cell: 407-230-0355, Ofc: 407-851-2920 rbagshaw@edgewood-fl.gov
Estero, FL 09/22/2017-02/04/2018	**Removed & Disposed:** vegetation **Monitored** by Rostan	$30,998	1,595	**David Willems**, Public Works Director 9401 Corkscrew Palms Circle Estero, FL 33928 239-221-5035 **willems@estero-fl.gov**	
Flagler Beach, FL 9/22/2017-10/21/2017	**Removed & Disposed:** vegetation, C&D, mulch **Reduced**: at 2 site by grinding; **Monitored** by Thompson - ADMS	$320,363	27,398	**Larry Newsom,** City Manager, 105 South Second St, Flagler Beach, FL 32136, 386-517-2000, lnewsom@cityofflaglerbeach.com	
FL DEP – Waterway 09/18/2017-03/31/2018	**Waterway Debris Removal; Remove** waterway debris with boats to an offload site, load onto trucks for disposal	$43,636,590	267,008	**Scott Woolam**, Sr Program Analyst, Div of State Lands, 3900 Commonwealth Blvd, Mail Station 100, Tallahassee, FL 32399-3000, 850-245-2806, Scott.Woolam@dep.state.fl.us	
Flagler Co, FL 9/26/2017-11/6/2017	**Removed & Disposed:** vegetation **Monitored** by Eisman Russo	$402,926	22,491	**Richard Gordon,** Asst Co Engineer, 1769 E Moody Blvd, Building 2, Bunnell, FL 32110, 386-313-4006, rgordon@flaglercounty.org	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Ft Myers, FL 9/27/2017-12/5/2017	**Removed & Disposed:** vegetation, mulch, leaners (47) / hangers (3,060 trees) **Reduced**: at 2 site by grinding **Monitored** by Thompson - ADMS	$3,757,645	330,885	**Mr. Saeed Kazemi,** City Manager 2200 Second Street Ft. Myers, FL 33901 Cell: 239-851-1753 Ofc: 239-321-7024 SKazemi@cityfymyers.com	**Sandra Ryan,** Interim Dep. City Clerk 2200 Second Stret Ft. Myers, FL 33901 Ofc: 239-321-7035
Ft Myers Beach, FL 9/27/2017-12/7/2017	**Removed & Disposed:** vegetation, mulch **Monitored** by Thompson - ADMS	$257,847	24,783	**Roger Hernstadt,** Town Manager 2523 Estero Blvd. Fort Myers Beach, FL 33931 Ofc: 239-765-0202 Fax: 239-765-0909 Roger@fmbgov.com	**Scott Baker,** Director of Public Works 2523 Estero Blvd. Fort Myers Beach, FL 33931 Cell: 239-218-7733 Ofc: 239-765-0202 sbaker@fortmyersbeachfl.gov
Glades Co, FL 10/3/2017-2/26/2018	**Removed & Disposed:** vegetation, C&D **Reduced**: at 6 site by burning **Monitored** by Thompson - ADMS	$397,294	42,414	**Angela Snow Colegrove,** EM Director 500 Ave J. Moore Haven, FL 33471 Cell: 863-673-1837 Ofc: 863-946-6020 Fax: 863-946-1091 asnow@myglades.com	**Paul Carlisle,** County Manager 500 Ave J. Moore Haven, FL 33471 Ofc: 863-946-6000 pcarlisle@myglades.com
Hardee Co, FL 9/19/2017-1/31/2018	**Removed & Disposed:** vegetation, C&D, hangers (5,592), leaners (3) **Monitored** by Witt O'Briens - ADMS	$1,067,904	78,968	**Jill Newman,** EM Director 404 W. Orange St. Wauchula, FL 33873 Cell: 863-832-0324 Ofc: 863-773-6373 Fax: 863-773-9390 jill.newman@hardeecounty.net	**Willie Nabong,** PW Director 205 Hanchey Road Wauchula, FL 33873 Ofc: 863-773-3272 Fax: 863-773-0107 willie.nabong@hardeecounty.net
Hilton Head, SC	**Push Operations**	$25,241	Hrly	**Jennifer Lyle**, Asst Town Engineer, One Town Center Ct, Hilton Head Island, SC 29928, 843-341-4779, jenniferl@hiltonheadislandsc.gov	
Jupiter, FL 9/11/2017-10/24/2017	**Push Operations** **Removed & Disposed:** vegetation, C&D **Monitored** by Tetra Tech - ADMS	$370,420	43,668	**Mr. Thomas "Tom" Discoll,** Director of Engineering & Public Works 210 Military Trail Jupiter, FL 33458 Cell: 561-440-0213 Ofc: 561-741-2215 Fax: 561-741-2515 thomasd@jupiter.fl.us	**Mr. Doug Koennicke,** Town Engineer 210 Military Trail Jupiter, FL 33458 Ofc: 561-741-2258 Cell: 561-723-4680, dougk@jupiter.fl.us
Kissimmee, FL 9/18/2017-12/16/2017	**Removed & Disposed:** vegetation, C&D, mulch, e-waste (21) **Reduced**: at 1 site by grinding **Monitored** by Tetra Tech - ADMS	$494,146	49,313	**Kerrith Fiddler,** PW Director, 101 Church Street, Suite 301 Kissimmee, FL 34741 Cell: 407-252-7823 Ofc: 407-518-2164 kfiddler@kissimmee.org	**George Allen,**PW Operations Assistant Director 101 Church Street Kissimmee, FL 34741 Ofc: 407-518-2523 Cell: 407-624-0155 gallen@kissimmee.org
Lake Co, FL 9/16/2017-02/28/2018	**Removed & Disposed:** vegetation, mulch, hangers (3,918 trees), leaners (22); **Reduced**: at 3 site by grinding **Monitored** by Tetra Tech - ADMS	$6,157,638	563,585	**Mary Hamilton** Environmental Services Mgr., 323 N. Sinclair Ave. Tavares, FL 32778 Ofc: 352-483-9006 mhamilton@lakecountyfl.com	**David Salinas,** Public Works Landfill Supervisor.,13130 County Landfill Rd.,. Tavares, FL 32778 Cell: 352-636-0851 Ofc: 352-343-3776 Fax: 352-253-1690 dsalinas@lakecountyfl.gov
Lake Mary, FL 9/19/2017-12/9/2017	**Removed & Disposed:** vegetation, C&D, mulch, leaners (10), hangers (453 trees); **Reduced**: at 1 site by grinding **Monitored** by Thompson - ADMS	$563,576	55,642	**Bruce Paster,** PW Director 911 Wallace Court Lake Mary, FL 32746 Cell: 407-463-8133 Ofc: 407-585-1452 bpaster@lakemaryfl.com	**Jill Alvarez,** Purchasing Coordinator 100 N. Country Club Road Lake Mary, FL 32746 Ofc: 407-585-1403 Fax: 407-585-1464 jalvarez@lakemaryfl.com
Lakeland, FL 9/19/2017-02/09/2018	**Removed & Disposed:** vegetation, C&D, mulch, leaners (413), hangers (12,189 trees), stumps (6); **Reduced**: at 3 site by grinding; **Monitored** by Thompson - ADMS	$3,345,920	228,996	**Heath Frederick,** PW Director 228 S Massachusettes Ave. Lakeland, FL 33801 Cell: 386-747-2370 , Ofc: 863-834-6001 heath.frederick@lakelandgov.net	**Greg James,** PW Assistant Director 228 S. Massachusetts Avenue Lakeland, FL 33801 Cell: 863-608-1468 Ofc: 863-834-6040 greg.james@lakelandgov.net

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Lauderdale-By-The-Sea, FL 9/16/2017-10/9/2017	**Removed & Disposed:** vegetation, hangers (131 trees) **Monitored** by Witt O'Briens - ADMS	$71,211	6,748	**Don Prince,** Director of Municipal Services 4501 N. Ocean Drive Lauderdale-By-The-Sea, FL 33308 Cell: 954-275-0808 Ofc: 954-640-4232 Fax: 954-776-0578 DonP@lbts-fl.gov	**Ralph "Bud" Bentley,** Town Manager 4501 Ocean Drive Town of Lauderdale-By-The-Sea, FL 33308 Ofc: 954-640-4200 Fax: 954-776-1857 budb@flts-fl.gov
Lazy Lakes, FL 9/17/2017-10/15/2017	**Removed & Disposed:** vegetation, hangers (3 trees)	$2,887	332	**Melissa Augustin,** City Attorney, 3099 E Commercial Blvd, Ste 200, Ft Lauderdale, FL 33308, 954-771-4500, maugustin@cityatty.com	
Lee Co, FL 9/16/2017-7/5/2018	**Removed & Disposed:** vegetation, C&D, mulch, leaners (3,733)/ hangers (70,730 trees); **Reduced**: at 13 site by grinding **Monitored** by Thompson - ADMS	$29,612,788	2,239,845	**DR,** Public Utilities Manager 10500 Buckingham Rd. Fort Myers, FL 33905 Cell: 239-229-5733 Ofc: 239-533-8000 Fax: 239-338-3337 jfournier@leegov.com	**Jim Bjostad,** Public Safety Emergency Manager 2675 Ortiz Ave. Ft. Myers, FL 33905 Cell: 239-476-2147 Ofc: 239-533-0617 Fax: 239-477-3636 jbjostad@leegov.com
Miami Springs, FL 9/14/2017-02/15/2018	**Push Operations; Removed & Disposed:** vegetation, C&D, mulch, leaners (314), hangers (3,862 trees), stumps (74) **Reduced**: at 1 site by grinding; **Monitored** by Thompson - ADMS	$3,669,593	161,054	**Tammy Romero,** Procurement Specialist 201 Westward Drive Miami Springs, FL 33166 Ofc: 305-805-5035 Fax: 305-805-5018 romerot@miamisprings-fl.gov	**William Alonso,** City Manager 201 Westward Drive Miami Springs, FL 33166 Ofc: 305-805-5014 alonsow@miamisprings-fl.gov
Miami, FL 10/4/2017-12/14/2017	**Removed & Disposed:** vegetation, C&D, mulch, leaners (162), hangers (4,213 trees), stumps (103) **Reduced**: at 1 site by grinding; **Monitored** by Tetra Tech - ADMS	$1,452,739	64,163	**Mario F. Nunez,** Solid Waste Director 1290 N.W. 20 Street Miami, FL 33142 Ofc: 305-960-2804 Fax: 305-960-2850 mfnunez@miamigov.com	**Robert Williams,** Solid Waste Superintendent 1290 N.W. 20 Street Miami, FL 33142 Ofc: 305-960-2837 Fax: 305-960-2845 robwilliams@miamigov.com
Mount Dora, FL 9/26/2017-10/28/2017	**Removed & Disposed:** vegetation **Reduced**: at 1 site by grinding **Monitored** by Tetra Tech - ADMS	$638,400	32,907	**Mike Sheppard,** Dep. Director Finance 510 N Baker St. Mount Dora, FL 32757 Ofc: 352-735-7179 Cell: 352-408-4692 sheppardm@cityofmountdora.com	**John McKinney,** Finance Director 510 N. Baker St. Mount Dora, FL 32757 Ofc: 352-735-7158 Cell: 321-205-6401 mckinneyj@ci.mount-dora.fl.us
Nags Head, NC 9/8/2017-10/12/2017	**Supplied** water pumps for standby use	$11,486	Hrly	**David Ryan,** Town Engineer, 2200 Lark Ave. Nags Head, NC 27959 ofc. 252-441-6221, cell 252-475-0038, fax: 252-441-3350 david.ryan@nagsheadnc.gov	
Nassau Co, FL 9/18/2017-2/9/2018	**Removed & Disposed:** vegetation, mulch, leaners (81), hangers (7,113 trees); **Reduced**: at 1 site by grinding **Monitored** by Witt O'Briens - ADMS	$2,978,944	259,110	**Scott Herring** PW Director 46026 Landfill Rd. Callahan, FL 32011 Ofc: 904-491-7330 Cell: 904-583-5665 Fax: 904-879-6323 sherring@nassaucountyfl.com	**Shanea Jones,** County Manager 96135 Nassau Pl. Suite 1 Yulee, FL 32097 Ofc: 904-530-6010 Fax: 904-321-5784 sjones@nassaucountyfl.com
North Port, FL 9/15/2017-12/13/2017	**Removed & Disposed:** vegetation, mulch, leaners (6), hangers (675 trees); **Reduced**: at 1 site by grinding **Monitored** by Rostan / Hall Pass - ADMS	$737,413	63,542	**Monica Bramble,** Asst. PW Director 1100 N. Chamberlin Blvd. North Port, FL 34286 Ofc: 941-240-8060 Cell: 941-628-0015 Fax: 941-240-8063 mbramble@cityofnorthport.com	**Frank Lama, Solid Waste Manager** 1100 Chamberlain Blvd. North Port, FL 34286 Ofc: 941-240-8074 Fax: 941-429-7079 flama@cityofnorthport.com
Ocala, FL 9/18/2017-02/26/2018	**Push Operations; Removed & Disposed:** vegetation, mulch, leanres (96), hangers (377 trees); **Reduced**: at 2 site by grinding **Monitored** by Tetra Tech - ADMS	$1,838,623	179,521	**Darren Park,** PW Director 1805 NE 30th Ave. Bldg. 300 Ocala, FL 34470 Ofc: 352-351-6733 Cell: 352-414-8622 Fax: 352-351-6731 dpark@ocalafl.org	**Ken Whitehead,** Asst. City Manager 1805 NE 30th Ave Bldg 600 Ocala, FL 34470 Ofc: 352-401-3974 Cell: 352-857-1223 kwhitehead@ocalafl.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Okeechobee Co, FL 9/22/2017-12/08/2017	**Removed & Disposed:** vegetation, ash, mulch, leaners (5), hangers (1,742 trees); **Reduced**: at 1 site by burning & grinding **Monitored** by Culpepper & Terpening - ADMS	$1,412,645	137,920	**Mitchell Smeykal,** EM Director 707 NW 6th St. Ave Okeechobee, FL 34972 Ofc: 863-763-3212 Cell: 863-634-6273 Fax: 863-763-1569 msmeykal@co.okeechobee.fl.us	**Russell Rowland,** Asst Co Administrator 1700 NW 9th Ave. Suite D Okeechobee, FL 34972 Ofc: 863-763-1811 Cell: 863-697-0121 Fax: 863-763-5529 rrowland@co.okeechobee.fl.us
Orange Co, FL 9/15/2017-2/26/2018	**Removed & Disposed:** vegetation, mulch, ash, leaners (152), hangers (3,762 ea & 15,556 trees), stumps (4), marine debris **Reduced**: at 3 site by grinding; **Monitored** by Tetra Tech - ADMS	$5,698,934	375,219	**Ralphetta Aker,** PW Fiscal & Op Support Manager 4200 South John Young Parkway Orlando, FL 32839 Ofc: 407-836-8011 Fax: 407-836-7788 Ralphetta.Aker@ocfl.net	**Jennifer Cummings** PW Stormwater Manager 4200 S. John Young Pkwy Orland, FL 32839 Ofc: 407-836-7795 Cell: 321-689-7624 jennifer.cummings@ocfl.net
Orlando, FL 9/22/2017-12/1/2017	**Removed & Disposed:** vegetation, mulch, hangers (2,974 trees) **Reduced**: at 2 site by grinding **Monitored** by Thompson - ADMS	$1,316,790	79,114	**Mike Carroll**, Solid Wast Div. Manager 1028 S. Woods Ave. Orlando, FL 32805 Ofc: 407-246-3050 Cell: 407-538-8916 Fax: 407-246-2808 michael.carroll@cityoforlando.net	**Rick Howard**, PW Director 1028 S. Woods Ave. Orlando, FL 32805, Ofc: 407-246-3222 rick.howard@cityoforlando.net
Ormond Beach, FL 9/16/2017-10/26/2017	**Removed & Disposed:** vegetation, mulch, leaners (20), hangers (3,608 trees); **Reduced**: at 1 site by grinding **Monitored** by Thompson - ADMS	$2,022,282	130,212	**Kevin Gray,** PW Operations Manager 501 N. Orchard St. Ormond Beach, FL 32174 Ofc: 386-676-3577 Cell: 386-316-7725 kevin.gray@ormondbeach.org	
Palm Coast, FL 10/13/2017-11/6/2017	**Removed & Disposed:** vegetation, C&D **Monitored** by True North - ADMS	$162,855	22,007	**Jim Landon,** City Manager 160 Lake Avenue Palm Coast, FL 32164 Ofc: 386-986-3702 Fax: 386-986-3781 jlandon@palmcoastgov.com	**Nester Abreu,** PW Director 1 Welfield Grade Palm Coast, FL 32137 Ofc: 386-986-2360 Cell: 386-931-5177 nabreu@palmcoastgov.com
Palm Springs, FL 9/15/2017-11/2/2017	**Removed & Disposed:** vegetation **Monitored** by Thompson - ADMS	$134,298	17,072	**Mr. William "Bill" Golson,** Dir. Parks and Recreation 226 Cypress Lane Palm Springs, FL 33461 Ofc: 561-964-8820 Fax: 561-964-2387 bgolson@vpsfl.org	**Kimberly Wynn,** Village Clerk 226 Cypress Lane Palm Springs, FL 33461 Ofc: 561-965-4010 Fax: 561-965-0899 kwynn@vpsfl.org
Palmetto, FL 10/5/2017-11/21/2017	**Removed & Disposed:** vegetation, mulch, hangers (97 trees) **Reduced**: at 1 site by grinding **Monitored** by Witt O'Briens - ADMS	$202,411	22,797	**Allen Tusing,** PW Director 600 17th Street W. Palmetto, FL 34221 Ofc: 941-723-4580 Cell: 941-737-0282 Fax: 941-723-4539 atusing@palmettofl.org	**Javier Vargas Dep.** Director PW 600 17th Street W. Palmetto, FL 34221 Ofc: 941-723-4580 Fax: 941-723-4539 jvargas@palmettofl.org
Plantation, FL 9/19/2017-1/8/2018	**Removed & Disposed:** vegetation, hangers (2,104 trees) **Monitored** by Witt O'Briens - ADMS	$1,714,265	194,605	**Dawn Mehler, Administrative Analyst** 750 NW 91st Avenue Plantation, FL 33324 Ofc: 954-797-2723 dmehler@plantation.org	**Steve Rodgers,** PW Asst. Director 750 NW 91st Ave Plantation, FL 33324 Ofc: 954-452-2535 Fax: 954-452-2548 srodgers@plantation.org
Polk Co, FL 9/15/2017-04/05/2018	**Removed & Disposed:** vegetation, mulch, leaners (71), hangers (27,456 trees); **Reduced**: at 11 site by grinding **Monitored** by Tetra Tec - ADMS	$27,921,453	2,604,925	**Michael Teate,** Roads & Drainage Area Manager 3000 Sheffield Rd. Winter Haven, FL 33880 Ofc: 863-535-2200 Cell: 863-581-0541 michaelteate@polk-county.net	**Jay Jarvis,** Drainage Director, jayjarvis@polk-county.net, 300 Sheffield Rd, Winter Haven 33880, (863)535-2200
Polk Co School Board, FL 11/4/2017-02/28/2018	**Removed & Disposed:** vegetation, leaners (27), hangers (2,516 trees); **Monitored** by Tetra Tech - ADMS	$345,164	14,322	**Scott Reeves,** Senior Coordinator of Support Services, 1430 Hwy 60 East Bartow, FL 33830 863-534-5052 Scott.reeves@polk-fl.net	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Punta Gorda, FL 9/20/2017-10/16/2017	**Removed & Disposed:** vegetation, mulch, leaner (1), stump (1) **Reduced**: by grinding	$131,971	17,770	**Marian Pace,** Procurement Manager 326 West Marion Ave. Punta Gorda, FL 33950 Ofc: 941-575-3348 Cell: 941-628-1592 Fax: 941-575-3340 mpace@pgorda.us	**Howard Kunik,** City Manager 326 West Marion Ave. Punta Gorda, FL 33950 Ofc: 941-575-3301 Fax: 941-575-3310 hkunik@pgorda.us
Putnam Co, FL 9/21/2017-2/2/2018	**Removed & Disposed:** vegetation, mulch, **Reduced**: at 4 site by grinding **Self Monitored**	$3,935,714	377,203	**Larry Gast,** Dir. Solid Waste/Sanitation 140 County Landfill Rd. Palatka, FL 32177 Ofc: 386-329-1200 Fax: 386-329-0486 larry.gast@putnam-fl.com	**Lynn Wooten** Solid Waste Sanitation Admin 140 County Landfill Rd. Palatka, FL 32177 Ofc: 386-329-1201 Cell: 386-937-5231 Fax: 386-329-0486 Lynn.wasdin@putnam-fl.com
Sanford, FL 9/18/2017-11/12/2017	**Removed & Disposed:** vegetation, C&D, mulch **Reduced**: at 1 site by grinding **Monitored** by Witt O'Briens - ADMS	$567,798	90,735	**John P. Reichardt,** PW Operations Mgr, 300 N Park Ave. Sanford, FL 32771 Ofc: 407-688-5087 Cell: 407-416-2998 John.reichardt@sanfordfl.gov	**Bilal Iftikhar** PW Director , 300 N Park Ave. Sanford, FL 32771 Ofc: 407-688-5085 Fax: 407-688-5081 bilal.iftikhar@sanfordfl.gov
Sanibel Island, FL 9/18/2017-12/17/2017	**Removed & Disposed:** vegetation, mulch, leaners (122), hangers (720 trees), stumps (44); **Reduced**: at 1 site by grinding **Monitored** by Witt O'Briens - ADMS	$2,217,420	189,707	**Keith Williams II,** PW Director 800 Dunlop Rd. Sanibel, FL 33957 Ofc: 239-472-6397 Cell: 239-691-8787 keith.williams@mysanibel.com	**Scott Krawczuk,** Dep. Director Public Works 800 Dunlop Rd. Sanibel, FL 33957 Ofc: 239-472-6397 Cell: 239-770-2554 Fax: 239-472-6041
Sarasota Co, FL 9/13/2017-1/19/2018	**Removed & Disposed:** vegetation, mulch, leaners (2), hangers (77 trees); **Reduced**: at 3 site by grinding **Monitored** by Tetra Tech - ADMS	$2,819,743	319,296	**Lois Rose,** Solid Waste Mgr. 4000 Knights Trail Road Nokomis, FL 34275 Ofc: 941-861-1589 Cell: 941-650-0722 Fax: 941-486-2620 lerose@scgov.net	**Scott Montgomery, EM Operations Mgr** 6050 Porter Way Sarasota, FL 34236 Ofc: 941-861-5927 Fax: 941-861-5501 smontgo@scgov.net
St Petersburg, FL 9/16/2017-12/9/2017	**Removed & Disposed:** vegetation, mulch, stumps (8) **Reduced**: at 1 site by grinding **Monitored** by Tetra Tech - ADMS	$1,190,184	242,518	**Mike Vineyard ,** Park Operational Manager 1400 19th Street North. St. Petersburg, FL 33713 Ofc: 727-892-5233 michael.vineyard@stpete.org	**Mike Jeffries,** Dir. Parks and Rec 1400 19th Street North St. Petersburg, FL 33713 Ofc: 727-892-5863 michael.jefferis@st.pete.org
Stuart, FL 9/14/2017-10/27/17	**Push Operations; Removed & Disposed:** vegetation, mulch, leaners (2) / hangers (171 trees); **Reduced**: at 1 site by grinding **Monitored** by Thompson - ADMS	$181,132	16,535	**Sam Amerson,** Dir. Public Works 121 SW Flagler Ave. Stuart, FL 34994 Ofc: 772-288-5331 Cell: 772-260-9613 samerson@ci.stuart.fl.us	**Dave Peters,** Asst. Director of PW, 121 SW Flagler Ave. Stuart, FL 34994 Ofc: 772-288-1292 Cell: 772-260-9615 dpeters@ci.stuart.fl.us
Sumter Co, FL 9/22/2017-2/24/2018	**Removed & Disposed:** vegetation, mulch, leaners (274), hangers (7,806 trees), stumps (78); **Reduced**: at 1 site by grinding; **Monitored** by Thompson - ADMS	$1,391,971	101,187	**Mark Wilson,** Road and Bridge Superintendent 319 E. Anderson Ave. Bushnell, FL 33513 Ofc: 352-569-6700 Fax: 352-569-6701	**Jackey Jackson,** Asst. PW Director Operations 319 E. Anderson Ave. Bushnell, FL 33513 Ofc: 352-569-6700 Cell: 352-303-8543 Fax: 352-569-6701 jackey.jackson@sumtercountyfl.gov
Sunny Isles Beach, FL 9/26/2017-9/29/2017	**Removed & Disposed:** mulch	$37,866	1,537	**Christopher Russo,** City Manager 18070 Collins Ave. Sunny Isles Beach, FL 33160 Ofc: 305-947-0606 Fax: 305-949-3113 crusso@sibfl.net	
Sunrise, FL 9/17/2017-11/30/2017	**Removed & Disposed:** vegetation, C&D, mulch, leaners (263), hangers (3,804 trees); **Reduced**: at 3 site by grinding **Monitored** by Tetra Tech - ADMS	$2,557,532	157,258	**Scott Manning,** Emergency Mgmt 10440 W. Oakland Park Blvd. Sunrise, FL 33351 Ofc: 954-746-3476 Cell: 954-383-2647 smanning@sunrisefl.gov	**Richard Salamon,** City Manager 10770 West Oakland Park Blvd. Sunrise, FL 33351 Ofc: 954-746-3430 Fax: 954-746-3439 citymanager@sunrisefl.gov

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Tarpon Springs, FL 9/18/2017-12/13/2017	**Removed & Disposed:** vegetation, C&D, mulch, leaners (34), hangers (703 trees); **Reduced**: at 1 site by grinding **Monitored** by Tetra Tech - ADMS	$675,255	59,407	**Tom Funcheon,** PW Director 324 East Pine Street Tarpon Springs, FL 34689 Ofc: 727-942-5606 Cell: 727-224-6182 Fax: 727-943-9609 tfuncheon@ctsfl.us	**Mr. Richard Butcher,** 444 Huey Ave. South Tarpon Springs, FL 34689 Ofc: 727-938-3737 Fax: 727-934-0598
Tybee Island, GA 9/17/2017-11/21/2017	**Removed & Disposed:** C&D, white goods (31) **Monitored** by Rostan / Haul Pass - ADMS	$75,798	9,735	**Angela Hudson,** Finance Director 403 Butler Ave. Tybee Island, GA 31328 Ofc: 912-472-5021 Fax: 912-786-9465 ahudson@cityoftybee.org	**Shawn Gillen,** City Manager 403 Butler Ave. Tybee Island, GA 31328 Ofc: 912-472-5070 Cell: 404-309-1788 sgillen@cityoftybee.org
Venice, FL 9/20/2017-10/17/2017	**Removed & Disposed:** vegetation **Monitored** by Thompson - ADMS	$110,342	12,543	**Judy Gamel,** Executive Asst. City Managers Office 401 West Venice Ave. Venice, FL 34285 Ofc: 941-882-7398 Fax: 941-480-3031	**John Venezian,** Public Works Director 221 S. Seaboard Ave. Venice, FL 34285 Ofc: 941-882-7359 jveneziano@venicegov.com
Vero Beach, FL 9/18/2017-10/10/2017	**Removed & Disposed:** vegetation **Reduced**: at 1 site by grinding **Monitored** by Thompson - ADMS	$440,532	35,621	**Don Dexter,** PW Manager 3405 Airport West Drive Vero Beach, FL 32960 Ofc: 772-978-4861 Cell: 772-473-7372 Fax: 772-978-4879 ddexter@covb.org	**Carol Shoaf,** Purchasing Contractor Adminstrator 3455 Airport West Drive Vero Beach, FL 32961 Ofc: 772-978-5470 Fax: 772-770-6860 purchcss@covb.org
(The) Villages Community, FL 9/15/2017-12/20/2017	**Removed & Disposed:** vegetation, mulch, stumps (34) **Reduced**: at 2 site by grinding **Monitored** by Volkert - ADMS	$406,298	32,979	**Diane Tucker,** Admin Ops Manager 940 Lakeshore Drive The Villages, FL 32162 Ofc: 352-674-1920 Cell: 352-207-8626 Fax: 652-674-1921 diane.tucker@districtgov.org	
Wilton Manors, FL 9/18/2017-10/14/2017	**Removed & Disposed:** vegetation, C&D, leaners (3), hangers (91 trees) **Monitored** by Tetra Tech - ADMS	$222,614	25,961	**David Archacki,** Dir. Utilities / Emergency Mgmt 2020 Wilton Drive Wilton Manors, FL 33305 Ofc: 954-390-2129 Cell: 943-818-7315 darchacki@wiltonmanors.com	**Bob Mays,** Director of Finance 2020 Wilton Dr. Wilton Manors, FL 33305 Ofc: 954-390-2143 Bmays@wiltonmanors.com
2017 Hurricane Harvey	**26 Contracts** Activated for Event - 25 DMS Managed for Event	**$90,348,394** Total Event Cost	**4,908,827** Total Event CY		
Alvin, TX 9/7/2017-10/16/2017	**Removed & Disposed:** C&D, vegetation, white goods (19), E-waste (200), HHW (11,100 Lbs); **Monitored** by True North - ADMS	$252,613	12,446	**Brian Smith**, Director of Public Services, 1100 W Hwy 6, Alvin, TX 77511, 281-388-4315, bsmith@psf.cityofalvin.com	
Aransas Co, TX 9/5/2017-8/27/2018	**Removed & Disposed:** vegetation, C&D, mulch, compacted C&D, leaners (616), hangers (23,576 trees), white goods (9,729), HHW (66,560 Lbs), PPDR debris; **Reduced**: at 3 site by grinding; **Monitored** by Thompson - ADMS	$33,525,076	3,462,863	**Rick McLester**, EM Coordinator, 301 N Live Oak St, Rockport, TX 78382, 361-790-0100, rmclester@aransascounty.org	
Baytown, TX 9/6/2017-10/25/2017	**Removed & Disposed:** vegetation, C&D, white goods (973), E-waste (131), HHW (34,680 Lbs); **Monitored** by True North - ADMS	$776,462	34,827	**Rick Davis,** City Manager, 2401 Market St, Baytown, TX 77520, 281-420-6500, citymanager@baytown.org	
Brazoria Co, TX 9/13/2017-01/12/2018	**Removed & Disposed:** vegetation, C&D, white goods (2,376), HHW (103,720 Lbs), compacted C&D, mulch; **Reduced**: at 4 site by C&D compaction; **Monitored** by Tetra Tech - ADMS	$3,380,670	257,397	**Trey Haskens,** Asst. County Engineer 451 N. Velasco, Suite 230 Angleton, TX 77515 Ofc. 979-583-7657 treyh@brazoria-county.com	
Chambers Co, TX 9/7/2017-10/13/2017	**Removed & Disposed:** C&D, vegetation, white goods (270), E-waste (34), HHW (2,350 Lbs) **Monitored** by True North - ADMS	$205,138	10,533	**Jimmy Sylvia**, County Judge, 404 Washington Ave, Anahuac, TX 77514, 409-267-2440, jsylvia@co.chambers.tx.us	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Clear Lake Shores, TX 9/21/2017-10/14/2017	**Removed & Disposed:** C&D, vegetation, white goods (83), E-waste (40), HHW (3,500) **Monitored** by True North - ADMS	$51,977	1,813	**Mr. George Jones,** City Administrator 1006 South Shore Dr. Clear Lake Shores, TX 77565 Ofc: 281-334-2799 Fax: 281-334-2866 gjones@clearlakeshores-tx.gov	**Chief Kenneth G. Cook,** Police Chief 1006 South Shore Drive Clear Lake Shores, TX 77565 Ofc: 281-334-1034 Fax: 281-334-2866 kcook@clearlakeshores-tx.gov
Corpus Christi, TX 8/31/2017-1/17/2018	**Removed & Disposed:** vegetation, mulch, hangers (19,232 trees); **Reduced**: at 2 site by grinding **Monitored** by Tetra Tech - ADMS	$7,724,553	536,074	**Lawrence Mikolajczyk,** SW Dir, 2525 Hygeia St, Corpus Christi, TX 78415, 361-857-1972, lawm@cctexas.com **Paul Bass,** Asst. Dir. Of Suppport Services 361-826-1968 PaulB@cctexas.com	
Dickinson, TX 9/7/2017-1/26/2018	**Removed & Disposed:** C&D, vegetation, white goods (5,178), E-waste (7,684), HHW (182,460 Lbs); **Monitored** by Tetra Tech - ADMS	$4,381,408	349,469	**Capt Steve Krone**, Emergency Operations Dir, 4000 Liggio, Dickinson, TX 77539, 281-337-6308, skrone@ci.dickinson.tx.us	
Friendswood, TX 9/6/2017-1/15/2018	**Removed & Disposed:** C&D, white goods (5,804) , E-waste (2,545), HHW (235,920 Lbs) **Monitored** by Tetra Tech - ADMS	$4,096,828	135,952	**Terry Byrd,** EM Coordinator, 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3332, tbyrd@ci.friendswood.tx.us	
Galveston Co, TX 9/27/2017-11/22/2017	**Removed & Disposed:** C&D, white goods (134), e-waste (547) **Monitored** by Tetra Tech - ADMS	$573,170	33,261	**Rufus 'Lee' Crowder,** Purchasing Agent 722 Moody Street 5th Floor Galveston, TX 77550 Ofc: 409-770-5372 rufus.crowder@co.galveston.tx.us	
Ingleside, TX 9/3/2017-02/08/2018	**Removed & Disposed:** C&D, vegetation, compacted C&D, mulch; **Reduced**: at 3 site by grinding & compacting C&D **Monitored** by True North - ADMS	$4,256,037	366,990	**Shanna Owens,** EM Coordinator 2425 8th Street Ingleside, TX 78362 Ofc: 361-776-7422 sowens@inglesidetx.gov	**Paul Baen,** Finance Director 3761 San Angelo St. Ingleside, TX 78362; Ofc: 361-776-2517
Jones Creek, TX 9/15/2017-10/16/2017	**Removed & Disposed:** C&D **Monitored** by Witt O'Briens - ADMS	$62,579	3,532	**Marshal William Tidwell,** Marshal/EM 7207 Stephen F. Austin Jones Creek, TX 77541 Ofc: 979-292-6393 Fax: 979-233-3712 jc.cityhall@coastal-link.net	**Kimberly Morris,** Emergency Management Coordinator 7207 Stephen F. Austin Rd. Jones Creek, TX 77541 Ofc: 979-233-2700 Fax: 979-233-3712 jc.cityhall@coastal-link.net
LaMarque, TX 9/16/2017-10/26/2017	**Removed & Disposed:** C&D, vegetation, white goods (12), e-waste (29) **Monitored** by TCB - ADMS	$396,255	21,993	**Charlete Todaro Warren,** PW Coordinator Emergency Management 1111 Bayou Road La Marque, TX 77568 Ofc: 409-938-9225 Cell: 409-457-7511 Fax: 409-935-0401 c.todaro@cityoflamarque.org	**Robin Eldridge,** City Clerk 1111 Bayou Rd. La Marque TX 77568 Ofc: 409-938-9259 r.eldridge@cityoflamarque.org
Lake Jackson 9/16/2017-10/7/2017	**Removed & Disposed:** vegetation **Monitored** by Tetra Tech - ADMS	$20,548	4,281	**Keelie Kennedy,** Buyer 25 Oaks Drive Lake Jackson TX 77566 Ofc: 979-415-2420 Fax: 979-415-2520 kkennedy@lakejacksontx.gov	**Sally Villarreal** Asst. City Secretary, 25 Oaks Drive Lake Jackson TX 77566 Ofc: 979-415-2401 Fax: 979-415-2501 avillarreal@lakejacksontx.gov
League City, TX 9/7/2017-12/2/2017	**Removed & Disposed:** C&D, white goods (3,209), E-waste (3,491), HHW (109,220 Lbs) **Monitored** by Tetra Tech - ADMS	$2,422,457	116,461	**Bo Bass** , City Manager, 300 W Walker St, League City, TX 77573, 281-554-1414, john.baumgartner@leaguecitytx.gov	
Liberty Co, TX 10/16/2017-2/28/2018	**Removed & Disposed:** C&D, C&D compacted **Reduced:** at 3 sites by compaction **Monitored** by Tetra Tech - ADMS	$153,637	22,971	**Tom Branch** EM Coordinator 2400 Beaumont Ave. Jail Admin Bldg. Liberty TX 77575 Ofc: 936-334-3219 Cell: 713-816-9898 Fax: 936-336-3172 tom.brancy@co.liberty.tx.us	**Crista Beasley,** Dep. EM Coordinator 2400 Beaumont Ave. Jail Admin Bldg. Liberty, TX 77575 Ofc: 936-334-3219 Fax: 936-336-3172 crista.beasley@co.liberty.tx.us

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Montgomery Co, TX 9/5/2017-2/6/2018	**Removed & Disposed:** C&D, compacted C&D, white goods (1,013), E-waste (1,699), HHW (974 Lbs); **Reduced:** at 3 sites by grinding & compaction; **Monitored** by Tetra Tech - ADMS	$2,172,773	240,311	**Chief Deputy Randy McDaniel,** EM Coordinator, 9472 Airport Rd, Conroe, TX 77303, 936-760-5852, Randy.McDaniel@mctx.org	
Nassau Bay, TX 9/14/2017-10/19/2017	**Removed & Disposed:** C&D, vegetation, white goods (95), E-waste (7), HHW (17,780 Lbs) **Monitored** by Witt O'Briens - ADMS	$205,059	6,323	**Jamie Galloway,** EM Coordinator 1800 Space Park Dr. Suite 200 Nassau Bay, TX 77058 Ofc: 281-336-6298 Fax: 281-335-1555 jamie.galloway@nassaubay.com	**Paul Lopez,** PW Director 18295 Upper Bay Rd. Nassau Bay TX 77258 Ofc: 281-333-2944 Fax: 281-333-2301 paul.lopez@nassaubay.com
Newton Co, TX 10/2/2017-12/13/2017	**Removed & Disposed:** C&D, vegetation **Monitored** by Thompson - ADMS	$104,046	8,859	**Rosemary Johnson,** Admin Assistant for Judge PO Box 1380 Newton, TX 75966 Ofc: 409-379-5691 Cell: 409-381-0677 Fax: 409-379-2107 newtoncountyjudge@co.newton.tx.us	**Olen Bean,** Dep. EMC PO Box 1380 Newton, TX 75966 Ofc: 409-994-25431 Cell: 409-658-9241 olen.bean@co.jasper.tx.us
Nueces Co, TX 9/14/2017-11/21/2017	**Removed & Disposed:** C&D, vegetation **Reduced**: at 1 site by grinding **Monitored** by Tetra Tech - ADMS	$84,568	8,540	**Christopher Boyce,** Em. Mgmt Coordinator 901 Leopard Street, Room 106 Corpus Christi TX 78401 Ofc: 361-888-0513 Fax: 361-888-0445 christopher.boyce@nuecesco.com	**Glen Sullivan,** PW Director 901 Leopard Street, Room 103 Corpus Christi, TX 78401 Ofc: 361-888-0490 Cell: 361-533-2356 Fax: 361-888-0485 glen.sullivan@nuecesco.com
Port Arthur, TX 9/8/2017-1/19/2018	**Removed & Disposed:** C&D, compacted C&D, white goods (3,551), E-Waste (47,886); **Reduced:** at 3 sites by compaction **Monitored** by Witt O'Briens - ADMS	$11,140,778	702,201	**Glen White,** Solid Waste, 44 4th St, Port Arthur, TX 77640, 409-983-8501 glen.white@portarthurtx.gov, **Alison Walker,** Solid Waste Administrative Assistant 409-983-8501, Allison.walker@portarthurtx.gov **Armondo Gutierrez**, PW Dir, , 409-983-8513, armando.gutierrez@portarthurtx.gov	
San Patricio Co, TX 9/3/2017-2/9/2018	**Removed & Disposed:** C&D, vegetative, mulch **Reduced**: at 3 site by grinding & compacting **Monitored** by True North - ADMS	$4,229,370	378,614	**Sara Williams,** Emergency Management, 313 N Rachal St, Sinton, TX 78387, 361-587,3560, sara.williams@co.san-patricio.tx.us	
Santa Fe, TX 9/7/2017-11/2/2017	**Removed & Disposed:** C&D, HHW (10,780 lbs) **Monitored** by Thompson - ADMS	$374,484	22,580	**Joe Dickson,** City Manager, 12002 State Hwy 6, Santa Fe, TX 77510, 409-925-6412,	
Seabrook, TX 9/9/2017-10/4/2017	**Removed & Disposed:** C&D, vegetation, white goods (37), HHW (3,120 Lbs); **Monitored** by Tetra Tech - ADMS	$39,904	1,592	**Gayle Cook,** City Manager, 1700 1st St, Seabrook, TX 77586, 281-291-5719, gcook@seabrooktx.gov	
TX GLO 01/05/2018-03/15/2018	**Removed & Disposed:** Waterway debris	$6,610,242	24,918	**Tony Williams,** Planning Senior Director 512-463-5055 tony.williams@glo.texas.gov	**Vania Ramaekers,** Contract Specialist, 512-463-5047, Vania.ramaekers@glo.texas.gov
Webster, TX 9/8/2017-10/3/2017	**Removed & Disposed:** C&D, vegetation, white goods (6), E-waste (89), HHW (2,580 Lbs); **Monitored** by True North - ADMS	$46,606	2,140	**Joe Ferro**, EM Dir, 101 Pennsylvania Ave, Webster, TX 77598, 281-316-3712, jferro@cityofwebster.com	
West Columbia, TX 9/23/17-10/16/2017	**Removed & Disposed:** C&D, white goods (7), E-waste (44), HHW (1,640 Lbs); **Monitored** by Witt O'Briens - ADMS	$53,922	2,351	**Chief Paul Odin,** 310 E. Clay West Columbia, TX 77486 Ofc: 979-345-5121 Cell: 713-459-0732 Fax: 979-345-2730 chief@westcolumbiatx.org	**Debbie Sutherland,** City Manager 512 E. Brazos Ave. West Columbia TX 77486 Ofc: 979-345-3123 Fax: 979-345-3178 citymanager@westcolumbiatx.org
2017 TS Cindy					

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Dauphin Island, AL 6/27/2017-6/29/2017	**Sand Clearance** from Roadways	$6,540	Hrly	**Jeff Collier**, Mayor, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, jcollier@townofdauphinisland.org	**Wanda Sandagger**, Administrative Assistant, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, wsandagger@townofdauphinisland.org
2017 Tornado					
Hattiesburg, MS 2/11/2017-5/27/2017	**Removed & Disposed:** vegetation, C&D, stumps, leaners & hangers; **Monitored** by Debris Tech - ADMS	$2,237,052	150,710	**Lamar Rutland**, City Engineer, 212 W Front St, Hattiesburg, MS 39401, 601-545-4540, lrutland@hattiesburgms.com	
2017 Other Projects					
Central, LA 6/28/2017-7/1/2017	**Removed & Disposed:** C&D **Monitored** by Debris Tech - ADMS	$38,067	3,239	**JR Shelton**, Mayor, 13421 Hooper Rd, Ste 8, Central, LA 70818, 225-261-5989, jr.shelton@central-la.gov	
Corpus Christi, TX 6/14/2017-7/12/2017	**Removed & Disposed:** vegetation (Emergency Brush Collection)	$299,977	41,663	**Gilbert Montoya,** 361-816-8156, gilbertm@cctexas.com	
Newport News, VA 5/2017-7/2017	**Removed** trees from different locations in the City at various times	$44,673	Lump Sum	**Derrick Porter**, Stormwater, 513 Oyster Point Rd, Newport News, VA 23602, dporter@nngov.com	
2016 Hurricane Matthew	**39 Contracts** Activated for Event - 32 DMS Managed for Event	**$82,267,725** Total Event Cost	**5,675,560** Total Event CY		
Berkeley Co, SC 10/13/2016-12/18/2016	**Removed & Disposed:** vegetation, C&D, leaners & hangers, mulch; **Reduced**: at 1 site by grinding **Monitored** by Rostan Solutions / GP Strategies - ADMS	$931,731	75,610	**Melissa Wheatley,** Deputy Director of Solid Waste, 212 Oakley Plantation Dr, Moncks Corner, SC 29461, 843-719-2343, melissa.wheatley@berkeleycountysc.gov	
Brevard Co, FL 10/11/2016-1/4/2017	**Removed & Disposed:** vegetation, C&D, mulch **Reduced**: at 1 site by grinding; **Monitored** by Tetra Tech - ADMS	$3,231,102	265,794	**"Euri" Euripides Rodriguez**, SW Dir, 2725 Judge Fran Jamieson Way, Bldg A, Ste 118, Viera, FL 32940, 321-633-2042, euripides.rodriguez@brevardcounty.us	
Bunnell, FL 10/14/2016-10/25/2016	**Removed & Disposed:** vegetation **Monitored** by Tetra Tech - ADMS	$105,155	8,480	**Perry Mitrano,** SW Dir, 201 W Moody Blvd, Bunnell, FL 32110, 386-437-7500, pmitrano@bunnellcity.us	
Callawassie Island, SC 10/8/2016-10/10/2016	**Emergency Push**	$14,573	Hrly	**Chief Waverly Patterson,** Ops Dir, 176 Callawassie Dr, Okatie, SC 29909, 843-987-4150, chiefpatterson@hargray.com	
Chesapeake, VA 10/28/2016-11/3/2016	**Removed & Disposed:** vegetation	$21,166	483	**Eric Martin,** PW Dir, 306 Cedar Rd, 3rd Floor, Chesapeake, VA 23322, 757-382-6380, emartin@cityofchesapeake.net	
Clay Co, FL 10/18/2016-1/12/2017	**Removed & Disposed:** vegetation, C&D, leaners & hangers, mulch; **Reduced**: at 2 sites by grinding; **Monitored** by Landfall Strategies	$1,142,823	127,682	**John Ward**, EM Dir, 2519 SR 16 W, Green Cove Springs, FL 32043, 904-541-2767, John.Ward@claycountygov.com	
Cocoa Beach, FL 10/12/2016-12/3/2016	**Removed & Disposed:** vegetation, C&D, mulch **Reduced**: at 2 sites by grinding; **Monitored** by Tetra Tech - ADMS	$326,535	32,701	**Rob Strong,** Project Manager, Public Works, 1600 Minutemen Causeway, Cocoa Beach, FL 32932, 321-868-3316, rstrong@cityofcocoabeach.com	
Currituck Co, NC 11/7/2016-2/24/2017	**Removed & Disposed:** vegetation, mulch; **Reduced**: at 1 site by grinding; **Monitored** by Tetra Tech - ADMS	$46,664	2,805	**Brenda McQueen**, Superintendent of Buildings, PW, 153 Courthouse Rd, Currituck, NC 27929, 252-232-2504, brenda.mcqueen@currituckcountync.gov	
Deltona, FL 10/14/2016-12/1/2016	**Removed & Disposed:** vegetation, C&D, leaners & hangers, ash **Reduced**: at 1 site by burning; **Monitored** by Tetra Tech - ADMS	$1,384,861	117,753	**Matt Doan**, PW Dir, 2345 Providence Blvd, Deltona, FL 32725, 386-878-8950, mdoan@deltonafl.gov	
Duplin Co, NC 11/28/2016-12/1/2016	**Removed & Disposed:** C&D **Monitored** by Tetra Tech - ADMS	$7,107	519	**Matt Barwick**, EM Coordinator, 209 Seminary St, PO Box 909, Kenansville, NC 28349, 910-296-2160 Ext. 231, matthew.barwick@duplincountync.com	
Edgecombe Co, NC 11/7/2016-2/24/2017	**Removed & Disposed:** C&D	$516,525	20,257	**Dee Waters**, Purchasing Agent, 252-641-7888, deewaters@edgecombeco.com	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Edgewater, FL 10/8/2016-12/8/2016	**Emergency Push; Removed & Disposed: ROW, Commercial, Private -** vegetative, C&D, leaners & hangers, mulch; **Reduced**: at 1 site by grinding; **Monitored** by Witt O'Briens	$2,936,463	201,602	**Brenda DeWees**, Dir of Env Services, 386-424-2400, bdewees@cityofedgewater.org
Fayetteville, NC 10/20/2016-2/15/2017	**Removed & Disposed:** vegetative, C&D, mulch **Reduced**: at 1 site by grinding; **Monitored** by Tetra Tech - ADMS	$958,182	81,449	**Jackie Tuckey**, Management Analyst, 433 Hay St, Fayetteville, NC 28301-5537, 910-433-1854, jtuckey@ci.fay.nc.us
Flagler Beach, FL 10/13/2016-1/25/2017	**Removed & Disposed:** vegetative, C&D, Beach C&D, mulch **Reduced**: at 1 site by grinding, management and grinding of City hauls; **Monitored** by Tetra Tech - ADMS	$312,482	23,926	**Larry Newsom,** City Manager, 105 South Second St, Flagler Beach, FL 32136, 386-517-2000, lnewsom@cityofflaglerbeach.com
Flagler Co, FL 10/7/2016-1/23/2017	**Emergency Push; Removed & Disposed: ROW, Public Use Areas, Private HOA & Non HOA Rds -** vegetative, C&D, leaners & hangers, white goods, mulch; **Reduced**: at 1 site by grinding, management and grinding of City hauls **Monitored** by Tetra Tech - ADMS	$2,752,630	167,148	**Richard Gordon,** Asst Co Engineer, 1769 E Moody Blvd, Building 2, Bunnell, FL 32110, 386-313-4006, rgordon@flaglercounty.org
FL DEP 2/16/2017-6/20/2017	**Waterway Debris Removal; Remove** waterway debris with boats to an offload site, load onto trucks for disposal; **Monitored** by Eisman Russo - Zone 1, CDR McGuire - Zone 2, Tetra Tech - Zone 3	$13,186,226	77,722	**Scott Woolam**, Sr Program Analyst, Div of State Lands, 3900 Commonwealth Blvd, Mail Station 100, Tallahassee, FL 32399-3000, 850-245-2806, Scott.Woolam@dep.state.fl.us
Fripp Island, SC 10/13/2016-10/28/2016	**Emergency Push; Removed & Disposed:** vegetative, leaners & hangers; **Monitored** by Witt O'Brien	$111,040	3,967	**Kate Hines**, General Manager, Generalmanager@frippislandliving.com
Garden City, GA 10/31/2016-1/17/2017	**Removed & Disposed:** vegetative, mulch; **Reduced**: at 1 site by grinding; **Monitored** by Rostan Solutions - ADMS	$365,490	33,580	**Benny Googe**, PW Dir, 2 Bud Brown Rd, Garden City, GA 31408, 912-629-2296, bgooge@gardencity-ga.gov
Hilton Head Island, SC 10/5/2016-6/15/2017	**Emergency Push; Removed & Disposed: ROW, SCDOT Rds, Private Rds, Public Use Areas -** vegetative, C&D, white goods, leaners & hangers, mulch; **Reduced**: at 2 sites by grinding **Waterway Debris removal from Drainageways** **Monitored** by Tetra Tech - ADMS	$37,124,940	3,012,487	**Jennifer Lyle**, Asst Town Engineer, One Town Center Ct, Hilton Head Island, SC 29928, 843-341-4779, jenniferl@hiltonheadislandsc.gov
Hilton Head Plantation, SC 10/10/2016-10/31/2016	**Emergency Push; Tasks:** Access Tree clearance, ROE tree removal, Blue roof operations	$195,567	Hrly	**T. Peter Kristian,** General Manager, 7 Surrey Ln, Hilton Head Island, SC 29926, pkristian@hhppoa.org
Jasper Co, SC 10/8/2016-10/12/2016	**Emergency Push**	$24,636	Hrly	**Wilbur Daley**, Emergency Services Dir, 1509 Grays Hwy, Ridgeland, SC 29936, 843-726-7607, wilburd@jaspercountysc.gov
Liberty Co, GA 10/14/2016-1/6/2017	**Removed & Disposed:** vegetative, C&D, leaners & hangers, stumps; **Reduced**: at 2 sites by burning **Monitored** by Tetra Tech - ADMS	$1,736,692	183,194	**Mike Hodges**, EM Dir, 100 Liberty St, Hinesville, GA 31313, 912-368-2201, mike.hodges@libertycountyga.com
Long Cove Owners Assoc. Hilton Head Island, SC 10/28/2016-11/21/2016	**Removed & Disposed:** vegetative, C&D, logs, mulch **Reduced**: at 1 sites by grinding	$408,232	40,840	**Tom Lee**, General Manager, 399 Long Cove Dr, Hilton Head Island, SC 29928, 843-686-1071, tlee@longcoveclub.com
Marsh Side Owners Assoc. Hilton Head Island, SC 10/14/2016-11/3/2016	**Tasks:** Tree removal, stump grinding, blue tarp operations,	$106,450	Hrly	**Trish Norris**, Property Manager, 5 Gumtree Rd, Hilton Head Island, SC 29926, 843-681-7301, propertymanager@marshsidehhi.com
Norfolk, VA 10/14/2016-11/30/2016	**Removed & Disposed:** vegetative, stumps **Reduced**: at 1 site by grinding; **Monitored** by Thompson - ADMS	$314,618	25,943	**David Ricks**, PW Dir, 810 Union St, Suite 700, Norfolk, VA 23510, 757-664-4614, David.Ricks@norfolk.gov

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Ocean Isle Beach, NC 10/25/2016-11/9/2016	**Removed & Disposed:** C&D **Monitored** by Landfall Strategies	$12,229	1,772	**Justin Whiteside**, Asst Town Administrator, 910-579-3469, justin@oibgov.com
Orange Park, FL 11/28/2016-1/4/2017	**Removed & Disposed:** mulch; **Reduced**: at 1 site by grinding of debris hauled in by the Town; **Monitored** by Landfall Strategies	$19,604	1,976	**Jim Hanson**, Town Manager, 2042 Park Ave, Orange Park, FL 32073, 904-278-3019, jhanson@townop.com
Ormond Beach, FL 10/11/2016-12/31/2016	**Removed & Disposed:** vegetative, C&D, leaners & hangers, mulch; **Reduced**: at 1 site by grinding; **Monitored** by Thompson - ADMS	$3,660,393	514,691	**Kevin Gray**, Operations Manager, PW, 501 N Orchard St, Ormond Beach, FL 32174, 386-676-3577, kevin.gray@ormondbeach.org
Palm Coast, FL 10/9/2016-1/17/2017	**Removed & Disposed:** vegetative, C&D, treated wood, mulch; **Reduced**: at 1 site by burning & grinding; **Reduced and hauled out** City hauled debris; **Monitored** by True North	$1,172,253	68,151	**Ms. Renee Shevlin**, PW Operations Manager, 1 Wellfield Grade, Palm Coast, FL 32137, 386-986-4781, rshevlin@palmcoastgov.com
Port Wentworth, GA 10/17/2016-1/15/2017	**Removed & Disposed:** vegetative, C&D, leaners & hangers, stumps, mulch; **Reduced**: at 1 site by grinding **Monitored** by Tetra Tech - ADMS	$84,022	6,282	**Chief Lance Moore**, Fire Dept, 317 Cantyre St, Port Wentworth, GA 31407, 912-401-0475, lmoore@cityofportwentworth.com
Raleigh, NC 10/17/2016-11/11/2016	**Removed & Disposed:** vegetative **Monitored** by Tetra Tech - ADMS	$59,612	8,516	**Kelly Lindsey**, EM & Special Events, 222 W Hargett St, Suite 304, Raleigh, NC 27601, 919-996-2202, kelly.lindsey@raleighnc.gov
Rose Hill, NC 10/20/2016-10/25/2016	**Removed & Disposed:** vegetative	$16,959	1,980	**Ivey Knowles**, PW Dir, 103 SE Railroad St, Rose Hill, NC 28458, 910-289-3159, rosehillpw@embarqmail.com
SC DOT 10/17/2016-1/13/2017	**Removed & Disposed:** vegetative, leaners & hangers, stumps, mulch; **Reduced**: at 6 sites by grinding; **Monitored** by Thompson - ADMS	$8,187,338	492,455	**Emmett I Kirwan**, SCDOT Procurement Manager, 955 Park St, Columbia, SC 29201, 803-737-0676, KirwanEI@scdot.org
Southern Shores, NC 11/18/2016-12/14/2016	**Removed & Disposed:** vegetative, C&D	$83,218	8,586	**Peter Rascoe,** Town Manager, 5375 N Virginia Dare Trail, Southern Shores, NC 27949, 252-261-2394, prascoe@southernshores-nc.gov
Stuart, FL 10/7/2016-10/27/2016	**Emergency Push; Removed & Disposed:** vegetative, stumps, mulch; **Reduced**: at 1 site by grinding **Monitored** by Witt O'Briens	$109,356	10,085	**Sam Amerson**, PW Dir, 121 SW Flagler Ave, Stuart, FL 34994, 772-288-5331, samerson@ci.stuart.fl.us
Sunset Beach, NC 10/26/2016-11/23/2016	**Removed & Disposed:** vegetative, C&D **Monitored** by Landfall Strategies	$95,563	13,849	**Dustin Graham**, PW Dir, 700 Sunset Blvd N, Sunset Beach, NC 28468, 910-579-6297, dgraham66@atmc.net
Thunderbolt, GA 10/19/2016-1/17/2017	**Removed & Disposed:** vegetative, mulch; **Reduced**: at 1 site by grinding; **Monitored** by Witt O'Briens	$108,789	9,896	**Ray O'Neill,** PW Dir, 2821 River Dr, Thunderbolt, GA 31404, 912-644-7999, roneill@thunderboltga.gov
Washington Oaks Gardens Park, FL 12/8/2016-12/13/2016	**Removed & Disposed:** vegetative	$56,524	4,096	**Renee Paolini**, 6400 N Oceanshore Blvd, Palm Coast, FL 32137, Renee.Paolini@dep.state.fl.us
Windmill Harbour, SC 10/14/2016-10/31/2016	**Removed & Disposed:** vegetative, leaners & hangers, stumps, mulch; **Reduced**: at 1 site by grinding **Monitored** by Atkins Global	$339,975	29,283	**Jaime Fenstermaker**, IMC Resort Services, 2 Corpus Christi, Ste #302, Hilton Head Island, SC 29928, 843-785-4775 ext 110, Jaime@imcresortservices.com
2016 Hurricane Hermine	2 Contracts Activated for Event - 3 DMS Managed for Event	**$9,080,715** Total Event Cost	**401,366** Total Event CY	
Leon County, FL 9/3/2016-2/3/2017	**Emergency Push; Removed & Disposed:** vegetative, leaners & hangers, mulch; **Reduced**: at 3 sites by grinding **Monitored** by Witt O'Briens	$5,721,729	237,200	**Dale Walker,** PW Director, 2280 Miccosukee Rd, Tallahassee, FL 32308, 850-606-1415, walkerda@leoncountyfl.gov
Tallahassee, FL 9/3/2016-1/26/2017	**Emergency Push; Removed & Disposed:** vegetative, leaners & hangers, mulch; **Reduced**: at 3 sites by grinding **Monitored** by Witt O'Briens	$3,358,986	164,166	**Robby Powers,** EM Coordinator, 911 Eastwood Dr, Tallahassee, FL 32311, 850-891-2536, robby.powers@talgov.com

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
2016 Flooding Aug					
Central, LA 8/25/2016-1/28/2017	**Removed & Disposed:** C&D, HHW **Monitored** by Debris Tech - ADMS	$5,486,871	324,951	**JR Shelton**, Mayor, 13421 Hooper Rd, Ste 8, Central, LA 70818, 225-261-5989, jr.shelton@central-la.gov	
2016 Flooding, Tornados					
Brazoria County, TX 6/16/2016-8/26/2016	**Removed & Disposed:** C&D **Monitored** by Tetra Tech - ADMS	$330,118	20,470	**Steve Rosa**, EM Coordinator, 111 E Locust St, Suite 102, Brazoria, TX 77515, 979-864-1801, steverosa@brazoria-county.com	
Texas General Land Office (GLO) 6/27/2016-7/8/2016	**Removed & Disposed:** vegetative debris on the beach area / **Monitored** by Tetra Tech - ADMS	$397,252	6,394	**Tony Williams,** Planning Senior Director 512-463-5055 tony.williams@glo.texas.gov	**Vania Ramaekers,** Contract Specialist, 512-463-5047, Vania.ramaekers@glo.texas.gov
2016 Flooding, Tornados					
Montgomery County, TX 5/3/2016-5/27/2016 FEMA-4269 6/9/2016-7/20/2016 FEMA-4272	**Removed & Disposed:** (tornado debris & flooding debris) vegetation, C&D, white goods (80), ewaste (113) **Monitored** by Tetra Tech - ADMS	$288,408 $520,549	19,089 39,079	**Randy McDaniel**, EM Coordinator, 9472 Airport Rd, Conroe, TX 77303, 936-523-3910, Randy.McDaniel@mctx.org	
Waller County, TX 5/4/2016-5/25/2016 FEMA-4269 6/20/2016-7/19/2016 FEMA-4272	**Removed & Disposed:** C&D **Monitored** by Tetra Tech - ADMS	$19,674 $18,402	1,186 1,183	**Brian Cantrell,** EMC, 701 Calvit St, Hempstead, TX 77445, 979-826-8282, b.cantrell@wallercounty.us	**Trey Duhon,** County Judge, 836, Austin St, Ste 203, Hempstead, TX 77445, 979-826-7700, t.duhon@wallercounty.us
2016 LA Flooding					
Ouachita Parish, LA – FEMA-4263 3/30/2016-6/16/2016	**Removed & Disposed:** vegetation, C&D, white goods (18), e-waste (370), tires (105); **Monitored** by Volkert	$397,774	32,161	**Scotty Robinson, Parish President, 301 S Grand St #201, Monroe, LA 71201,** 318-355-4260, srobinson@oppj.org	**Daryl Dunbar**, Volkert, PM,
St John the Baptist Parish, LA / 2/26/2016-3/6/2016	**Provided** Portable Showers / Event Restrooms for volunteer services that helped the citizens and Parish	$7,574	Lump Sum	**Travis Perrilloux,** Asst Director Homeland Security & Emergency Preparedness, 1801 Airline Hwy W, LaPlace, LA 70068, 985-652-2222, travis.perrilloux@sjbparish.com	
2016 TX Flooding					
Newton County, TX 4/7/2016-7/15/2016	**Removed & Disposed:** C&D, white goods (378) **Monitored** by Thompson Consulting	$349,990	37,030	**Olan Bean,** Asst EM Director, 409-658-9241	
2016 Winter Storm					
Essex County, VA (VPPSA) 3/10/2016-4/13/2016	**Removed & Disposed:** vegetation, C&D, stumps (44) **Monitored** by Arcadis / Rostan	$138,739	16,359	**Reese Peck,** County Administrator, 804-445-5528, rpeck@essex-virginia.org **Stephen Geissler,** VPPSA Exec Director, 757-880-3535, sbgeissler@vppsa.org	**Jordan Bryant,** Arcadis Operations Manager, 813-385-7280, jbryant@rostan.com
2016 Tornado					
Rowlett, TX 2/15/2016-4/20/2016	**Removed & Disposed:** vegetation, C&D, white goods (140), e-waste (49); **Monitored** by True North	$680,036	70,738	**Jim Proce,** Asst. City Manager, 4000 Main St, Rowlett, TX 75088, 972-715-6113, jproce@rowlett.com	**Doug Amato,** True North Project Manager, damato@truenorthem.com
2016 Other Projects					

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Corpus Christi, TX 4/21/2016-5/25/2016	**Assisting** City Maintenance with brush removal and disposal	$494,444	68,672	**Gilbert Montoya,** 361-816-8156, gilbertm@cctexas.com	
Glades County, FL 3/14/2016-3/23/2016	**Burn** existing pile of debris	$23,362	11,300	**Angela Snow,** EM Director, 1097 Health Park Dr, Moore Haven, FL 33471, asnow@myglades.com	**Bob Jones**, BJones@myglades.com
Newport News, VA 1/2016-12/2016	**Removed** trees from different locations in the City at various times	$53,756	Lump Sum	**Derrick Porter**, Stormwater, 513 Oyster Point Rd, Newport News, VA 23602, dporter@nngov.com	

EXHIBIT “C”
PROOF OF INSURANCE

No. 274

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 8/23/2019

PRODUCER

Pathway Insurance Group, LLC
753 Nichols Avenue
Fairhope, AL 36532

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A: THE GRAY INSURANCE COMPANY
COMPANY B:
COMPANY C:
COMPANY D:

INSURED

CrowderGulf, LLC
5435 Business Parkway
Theodore, AL 36582-1675

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY ☐ OWNER'S & CONTRACTOR'S PROT	XSGL-074436	8/1/2019	7/1/2022	GENERAL AGGREGATE PRODUCTS – COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	$3,000,000.00 $3,000,000.00 $1,000,000.00 $1,000,000.00 $100,000.00 $5,000.00
A	**AUTOMOBILE LIABILITY** X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	XSAL-075438	8/1/2019	7/1/2022	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000.00
	GARAGE LIABILITY ANY AUTO				AUTO ONLY – EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE	
A	**EXCESS LIABILITY** UMBRELLA FORM X OTHER THAN UMBRELLA FORM	GXS-043508	8/1/2019	7/1/2020	EACH OCCURRENCE AGGREGATE	$4,000,000.00 $4,000,000.00
A	**WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY** THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: X INCL ☐ EXCL	GWC-071166	8/1/2019	7/1/2022	X WC STATU-TORY LIMITS ☐ OTHER EL EACH ACCIDENT EL DISEASE – POLICY LIMIT EL DISEASE – EA EMPLOYEE	 $1,000,000.00 $1,000,000.00 $1,000,000.00
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.

Debris Removal and Disposal

CERTIFICATE HOLDER

2523#274

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus 281
Edinburg, TX 78539

CANCELLATION

In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.

AUTHORIZED REPRESENTATIVE

John S Simpson II

THE GRAY INSURANCE COMPANY

GCF 00 50 01 01 12

Louisiana certificate form:
LDI COI 280990 01 12

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:
Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.
Primary Insurance Wording Included when required by written contract.
Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).
Premises/Operations
Products/Completed Operations
Contractual Liability
Sudden and Accidental Pollution Liability
Occurrence Form
Personal Injury
“In Rem” Endorsement
Cross Liability
Severability of Interests Provision
“Action Over” Claims
Independent Contractors coverage for work sublet
Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.
General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.
U.S. Longshoremen’s and Harbor Workers Compensation Act Coverage
Outer Continental Shelf Land Act
Jones Act (including Transportation, Wages, Maintenance, and Cure),
Death on the High Seas Act & General Maritime Law.
Maritime Employers Liability Limit: $1,000,000
Voluntary Compensation Endorsement
Other States Insurance
Alternate Employer/Borrowed Servant Endorsement
“In Rem” Endorsement
Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies
Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.