



2812 S. Bus. Hwy 2811  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
www.co.hidalgo.tx.us/purchasing

### TRANSMITTAL FORM

|                         |  |                 |                           |
|-------------------------|--|-----------------|---------------------------|
| Today's Date:           | <u>06/09/2020</u>                                  | Department:     | <u>110 - County Judge</u> |
| Contract No.:           | <u>C-19-238-06-02</u>                              | Effective Date: | <u>06/02/2020</u>         |
| Description of Project: | <u>Debris Monitoring &amp; Management Services</u> |                 |                           |
| Awarded Vendor:         | <u>Tetra Tech, Inc.</u>                            |                 |                           |
| CC Approval on          | <u>06/02/2020</u>                                  | AI-             | <u>75758</u>              |

#### Routing of documents:

- ✓ 1. Executive Office – Attn: Monica Salinas
- ✓ 2. District Attorney's Office – Attn: Robert Vina
- ✓ 3. County Judge's Office – Attn: Richard F. Cortez
- \_\_\_\_\_ 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- \_\_\_\_\_ 5. Purchasing Department – Attn: Heidi Ortiz ext. 4877

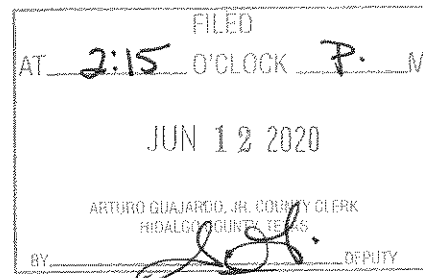
#### **ATTENTION COUNTY CLERK'S OFFICE:**

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page ( Pgs. 102 to 222 )
- Exhibit C – Certificate of Liability Insurance
- Other: \_\_\_\_\_

THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

**CONTRACT FOR SERVICE**  
**C-19-238-06-02**



THIS CONTRACT is made and entered into this 2<sup>nd</sup> day of June 2020, by and between the County of Hidalgo, Texas ("County"), and Tetra Tech, Inc. ("Company").

WHEREAS, County requested responses to notices for: "Debris Monitoring & Management Services" on an as-needed basis for the County of Hidalgo (the "Services"). A copy of the procurement packet, including applicable specifications, is attached hereto as Exhibit "A", and is incorporated herein by reference for all purposes ("Procurement Packet"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of the Company's response to the Procurement Packet is attached hereto as Exhibit "B", ("Response") and is incorporated herein by reference for all purposes; and;

WHEREAS, Company represents that it is qualified and desires to perform such services; and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Procurement Packet, the Commissioners Court of County awarded the 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 agree 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. During the term of this Contract, Company shall be obligated and hereby promises and agrees to render and provide the Services in accordance with specifications and terms contained in Exhibit "A" Procurement Packet and Company's Response. Services shall be performed within Hidalgo County following a request for Services by the County or its 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. Further, Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **one (1) year(s)**, commencing on **June 2, 2020**, and expiring on **June 1, 2021**, and may be extended at the sole discretion of the County for an additional **two (2) one (1) year** term(s) under the same rates, terms and conditions unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and under the same rates, terms and conditions.

4. **Licenses.** 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. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Company shall immediately notify the County.

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

6. 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.

7. **Consideration.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B-1" attached hereto payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

8. **Insurance:** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment, and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any

and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See Exhibit "C" attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request.

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

11. **Independent Contractor.** 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. **Notice.** 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, 2<sup>nd</sup> Floor  
  Edinburg, Texas 78539

If to Company:                Tetra Tech, Inc.  
  Attn: Jonathan Burgiel  
  2301 Lucien Way, Suite 120  
  Maitland, FL 32751

14. **Provisions.** 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.

15. **Termination.** This Agreement may be terminated by County without cause upon thirty (30) days written notice.

16. **Successors.** 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.

17. **Governing Law.** 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.

18. **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. Loc. Govt. Code §271.903:* 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 Company, 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 at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

19. **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.

20. **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.

21. **Nondiscrimination:** 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 a part of this agreement for all purposes.

22. **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.

23. **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.

*[SIGNATURE PAGE TO FOLLOW]*

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO

Richard F. Cortez

Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo Jr.

Arturo Guajardo Jr., County Clerk



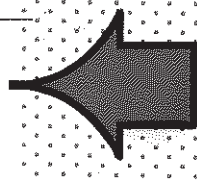
APPROVED BY  
COMMISSIONERS COURT  
ON: 6/2/20 grs

Company: Tetra Tech, Inc.

By: Jonathan Burgiel

Printed Name: Jonathan Burgiel

Title: Business Unit President



Approved By Commissioners Court On 6/2/20

APPROVED AS TO FORM:  
Office of the Criminal District Attorney  
Ricardo Rodriguez, Jr.

By: Robert Vina, III

Robert Vina, III  
Assistant District Attorney

COUNTY OF HIDALGO

*Richard F. Cortez*

Richard F. Cortez, County Judge

ATTEST:

*Arturo Guajardo Jr.*

Arturo Guajardo Jr., County Clerk



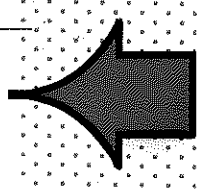
APPROVED BY  
COMMISSIONERS COURT  
ONE: *6/2/20* *gr*

Company: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



Approved By Commissioners Court On 6/2/20

APPROVED AS TO FORM:  
Office of the Criminal District Attorney  
Ricardo Rodriguez, Jr.

By: *Robert Vina, III*

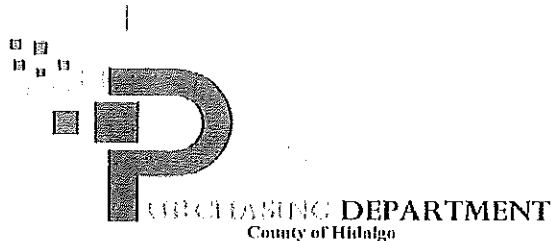
Robert Vina, III  
Assistant District Attorney

# Exhibit “A”

Debris Monitoring & Management

2019-238-03-04-HGO

Procurement Packet



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

February 10, 2020

\_\_\_\_\_  
Bidder's name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State, Zip Code

Re: **HIDALGO COUNTY**  
Request for Proposal-RFP: 2019-238-03-04-HGO-"Debris Monitoring & Management  
Services"

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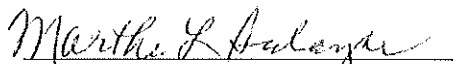
Dear Gentleman/Ladies:

Enclosed, please find the Request for Proposal (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 Proposal process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626 x 4877.

Sincerely,

  
\_\_\_\_\_  
Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/hgo  
Enclosures



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

**HIDALGO COUNTY  
 REQUEST FOR PROPOSAL**

**“Debris Monitoring & Management Services”  
 RFP NO: 2019-238-03-04-HGO**

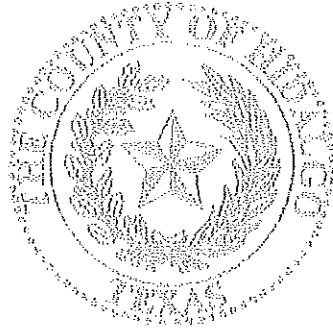
**TABLE OF CONTENTS**

| <b>ITEM</b> | <b>DESCRIPTION</b>  | <b>NO. OF PAGES</b> |
|-------------|---|---------------------|
| 1.          | Request For Proposal Letter   | 1                   |
| 2.          | Table of Contents   | 1                   |
| 3.          | Request for Proposal, Legal Notice  | 12                  |
| 4.          | Exhibit A, Specifications   | 16                  |
| 5.          | Exhibit B – Evaluation Criteria   | 1                   |
| 6.          | Exhibit C, Insurance Requirements   | 5                   |
| 7.          | Exhibit D, (CIQ) Conflict of Interest Questionnaire   | 2                   |
| 8.          | Exhibit E, Vendor/Bidder Application and W-9 form(s)  | 9                   |
| 9.          | Exhibit F, Certification Regarding Debarment  | 1                   |
| 10.         | Exhibit G, Title VI Appendices “A” through “E”  | 6                   |
| 11.         | Exhibit H, Required Contract Clauses for Contracts Under Federal Award-2 CFR 200, Appendix II & FEMA. (If Applicable) | 15                  |
| 12.         | Exhibit I – FHWA 1273   | 13                  |
| 13.         | Exhibit J-Proposers Affidavit   | 1                   |
| 14.         | Draft Agreement   | 6                   |
| 15.         | RFP Submittal Checklist   | 1                   |

This Table of Contents is intended as an aid to respondents, not as a comprehensive listing of the proposal package. Respondents are responsible for reading the entire RFP package and complying with all specifications.

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

Thank you.



**REQUEST FOR PROPOSAL (RFP)**

**HIDALGO COUNTY**

(Including all funding sources, programs, and entities)

*“Debris Monitoring & Management Services”*

**RFP No: 2019-238-03-04-HGO**

**Acceptance Due Date: March 4, 2020**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department

**Project Contract Specialist Contact Information:**

Heidi Garcia Ortiz, Contract Specialist III  
(956) 318-2626 Ext. 4877  
[heidi.ortiz@co.hidalgo.tx.us](mailto:heidi.ortiz@co.hidalgo.tx.us)

1. Sealed proposals will be received for “**Hidalgo County (including all funding sources, programs, and entities) Debris Monitoring & Management Services**”, in accordance with the requirements attached hereto as Exhibit "A". The response should address all requirements set forth. Respondents (may also be referred to as respondent, contractor or vendor) may suggest substitutions of features that 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 Proposal.
2. **One (1) original (pages *one-sided* – clearly marked *ORIGINAL*), one (1) copy of all responses and one (1) CD/USB in PDF format are required with the respondent’s name and address clearly typed/printed on upper left-hand corner and the following notation clearly typed/printed on the lower left-hand corner of the envelope and/or package, RFP: 2019-238-03-04-HGO Hidalgo County (including all funding sources, programs, and entities) “Debris Monitoring & Management Services”, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, beginning at 9:30 A.M., Wednesday, March 4, 2020**

**NO FACSIMILES OR ELECTRONIC SUBMITTALS WILL BE ACCEPTED. ANY SUBMITTAL RECEIVED AFTER THAT TIME WILL BE RETURNED UNOPENED.**

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

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

1. Legal Notice (See **page 12**);
  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, & HUB/DBE (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. FHWA 1273 (See Exhibit “I”)
  8. Proposer’s Affidavit (See **Exhibit “J”**);
  9. Provider Online Access Request Form (See Exhibit “K”)
  10. Provider Contact Information (See Exhibit “L”); and
  11. 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 proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted.
  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 an event, County may elect to award the contract to the next lowest responsible vendor or to reject all proposals submittals 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 bid and thoroughly familiarize himself/herself with

existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

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, vendors are required to include illustrations, specifications, explanations of warranties, and service data with their proposal submittal including catalog numbers and any necessary references.
7. Bid prices are to remain firm for a minimum of ninety (90) days after the bid opening.
8. The county reserves the right to accept or reject any or all proposals.
9. Any interpretations, amendments, corrections or changes to this RFP 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 Proposal. Respondent shall acknowledge receipt of all addenda as a part of their proposal submittal.
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 figures. 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 bid 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 (Including all funding sources, programs, and entities) RFP: 2019-238-03-04-HGO "Debris Monitoring & Management Services", and**
    - 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:**

|                                    |                      |
|------------------------------------|----------------------|
| Opening, 9:30 A.M.                 | <u>March 4, 2020</u> |
| Award of Contract:                 | <u>2020</u>          |
| Commence Work or Deliver Products: | <u>2020</u>          |

**16. HIDALGO COUNTY HOLIDAYS:**

| 2020 YEAR              |                   |
|------------------------|-------------------|
| New Year's Day         | 01/01/20          |
| Martin Luther King Day | 01/20/20          |
| President's Day        | 02/17/20          |
| Good Friday            | 04/10/20          |
| Memorial Day           | 05/25/20          |
| Independence Day       | 07/03/20          |
| Labor Day              | 09/07/20          |
| Columbus Day           | 10/12/20          |
| Veteran's Day          | 11/11/20          |
| Thanksgiving Day       | 11/26/20-11/27/20 |
| Christmas Day          | 12/24/20-12/25/20 |
| New Year's Eve         | 12/31/20          |

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

The County may, and if mandated by statute, shall require a bid bond, a performance bond and/or a payment bond. Any such bond must be executed with a surety company authorized to do business Texas and shall meet any other requirements established by law or by County pursuant to applicable law.

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all respondents shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price.
- In the event the contract exceeds Fifty Thousand Dollars (\$50,000.00), the respondent shall furnish a payment bond and a performance bond to the County for the full amount of the contract within thirty (30) days after the date of signing of the contract or issuance of a Purchase Order following the acceptance of a bid or proposal, but in any event prior to the commencement of actual work.

- 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 performance bond for a contract in excess of One Hundred Thousand Dollars (\$100,000.00) and *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 45 CFR Part 76. Register at System for Award Management (SAM.gov)

**18. TITLE VI NOTICE/ NONDISCRIMINATION:**

- a) By submitting a bid, the vendor 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 respondents 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 proposals 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 respondent 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 proposal submittal.
  - 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 "P"**, 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.

**19. 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 proposal 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.
- Contracts awarded hereunder shall be in compliance with Tex. Loc. Govt. Code Chapter 171: Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments.

• **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 RFB, RFP, or RFP 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. "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.

**20. 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

**LEGAL NOTICE**

**RFP No.: 2019-238-03-04-HGO**

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.**

**21. 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 RFP 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. 2019-238-HGO**, 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 **heidi.ortiz@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 FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.**

22. If during the life of any contract, or proposal 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.
23. Proposal 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.
24. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate the respondents responsibility. A prospective respondent, by submitting proposals, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - 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.
25. 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 respondent, 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.
  26. Any contract award to a successful bidder 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.
  27. 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.
  28. **INDEMNIFICATION: 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 bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. 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 respondent's 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 and services provided by successful respondent.**
  29. The 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 Proposals 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.
  30. 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.
  31. 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.
  32. Respondents shall provide with the proposal 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.

**33. 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, (Contract Provisions for non-Federal Entity Contracts Under Federal Awards). As such, **if applicable**, the provisions of the Hidalgo County Purchasing Policy, the procurement standards found in 2 CFR, Part 200, and 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 qualifications 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 request for qualifications 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.

**34. 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.

35. **BOYCOTT ISRAEL VERIFICATION:** In accordance with Texas Government Code Chapter 2270, the County may not enter into a contract for goods or services with a vendor unless the contract contains a written verification from the vendor that it does not boycott Israel and will not boycott Israel during the term of the contract. *Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:*
1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
  2. *"Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
  3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

By signing the acknowledgement form to this legal notice, Vendor understands that it is providing written verification and certification that it does not boycott Israel and will not boycott Israel during the term of the contract. If Vendor claims an exception or otherwise cannot make this certification, then Vendor shall attach separate sheet(s) to provide the basis for the exemption or for not making the certification. Failure to comply or providing false information may result in rejection of Vendor's submission. **Vendor shall indemnify and hold harmless the County, its' elected officials, employees and agents from any and all claims, damages, losses, expenses and costs of any nature based on the County's reliance on this verification.** Vendor's written verification is incorporated for all purposes as part of any resulting agreement.

36. **TEX. GOVT. CODE CH. 2252- ATTESTATION-TERRORIST ORGANIZATIONS:** By submitting a response to this procurement request and/or accepting this Contract, Company attests that it is not identified on a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization as designated by the U.S. Secretary of State. The Texas

**LEGAL NOTICE****RFP No.: 2019-238-03-04-HGO**

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State Comptroller will prepare and maintain this list as per Texas Government Code §2252.153, as amended. Contractor further understands that the County shall perform a search of the relevant database and a contract cannot be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties.

37. Respondent must provide all applicable documentation requested with this RFP in their response. Failure to provide this information may result in rejection of the RFP submittal as non-conforming.

**REQUEST FOR PROPOSALS  
HIDALGO COUNTY**  
(including all funding sources, programs and entities)

**“Debris Monitoring & Management Services”  
RFP No.: 2019-238-03-04-HGO**

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

Respondent acknowledges that it has examined this Request for Proposal and specifications and is familiar with the conditions to be met. In accordance with the Specifications, 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 respondent further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications 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 Proposals Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Respondent acknowledges that by signature below, it is providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this Request for Proposal. Respondent acknowledges that any and all specifications, provisions, and attachments of this Request for Proposal are incorporated into and made a part of any resulting agreement.

Respondent agrees that this RFP shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the specifications. An individual authorized to bind the company must sign the following section. Failure to execute this section may result in RFP rejection.

**Respectfully submitted,**

**Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

# **EXHIBIT “A”**

## **Requirements**

**Request for Proposal (RFP)**

**For**

**HIDALGO COUNTY**

***“Debris Monitoring & Management Services”***

**RFP No.: 2019-238-03-04-HGO**

Proposals Acceptance Due: **March 4, 2020 at 9:30 a.m.**

Hidalgo County is seeking to establish a “pre-event” contract with a qualified firm to provide disaster debris monitoring and management services to ensure that debris removal operations are efficient, effective, and eligible for FEMA Public Assistance grant funding. The contract will be dependent upon the number of disasters and does not guarantee an annual minimum (as-needed basis). The awarded disaster debris monitoring management contractor shall advise and support the County during a disaster recovery effort and shall be responsible for coordinating with, and overall monitoring of, the County’s debris removal contractor(s) and recommending efficiencies to improve and expedite DRC recovery work. **The County reserves the right to enter into contracts with more than one Prime Contractor in the event that no one firm can provide all of the necessary services.**

Respondents must complete and include in their response all documentation request in this RFP. Refer to enclosed RFP Submittal Checklist form for documents to be included with your response. All costs and expenses associated with the preparation and submission of a response to this RFP shall be the responsibility of the respondent participant, and no reimbursement for such charges or expenses shall be paid by Hidalgo County.

Sealed Proposals will be accepted until **9:30 A.M., Wednesday, March 4, 2020**. Proposals received after the deadline stated herein will not be considered for the award of a contract and shall be considered void and unacceptable. It shall be the Vendor’s sole responsibility to assure response delivery by the designated time. Late submissions will not be opened and will be returned to the Vendor at the expense of the Vendor, or destroyed if requested.

Deliver Submittal to:

|  |   |
|--|---|
| <p><u>US Postal Mail Address:</u><br/>         Martha L. Salazar, CPPB, Purchasing Agent<br/>         Hidalgo County Purchasing Department<br/>         Administration Building<br/>         2812 S. Business Hwy 281<br/>         Edinburg, Texas 78539</p> | <p><u>Physical Address:</u><br/>         Martha L. Salazar, CPPB, Purchasing Agent<br/>         Hidalgo County Purchasing Department<br/>         Administration Building<br/>         2802 S. Business Hwy. 281<br/>         Edinburg, Texas 78539</p> |
|--|---|

**The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.  
RFP No: 2019-238-03-04-HGO**

The following outlines the Request for Proposal:

## **SECTION 1** **GENERAL TERMS AND CONDITIONS**

**PROPOSER’S AFFIDAVIT:**

Respondents to this RFP must submit a signed Proposer’s Affidavit (attached herein as Exhibit “J”) 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 (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer’s Affidavit.

**NON-DISCRIMINATION:**

Submitters, during the performance of this contract, will not discriminate against any employee, or applicant for employment, because of race, religion, color, national origin, sex, age, disability or any other protected class under law (except as allowed in the case of bona fide occupational qualifications). By submitting a response to this Request, Submitter certifies that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and related state and federal law.

**PROCESSING TIME FOR PAYMENT:**

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

**ELECTRONIC TRANSMISSION OF PROPOSAL:**

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 Proposal (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. 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 respondents, when hand-delivering sealed proposals, to have a Purchasing Department representative time/date stamp and initial the sealed envelope and/or sealed package.

**ADDITIONAL INFORMATION:**

Hidalgo County requires that "Request for Proposal" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

**US Postal Mail Address:**

Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

**Physical Address:**

Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

**SIGNING OF PROPOSAL:**

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

**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 OF CONTRACT:**

This Agreement shall be for a period of one (1) year commencing on June 1, 2020 and terminating on May 31, 2021 with the County's option to renew for two (2) additional one (1) year terms at the same rates, terms and conditions unless earlier terminated as provided herein. The County reserves the right to continue this Agreement for an additional sixty (60) day Grace Period at the end of the contract period under the same rates, terms and conditions.

**DAVIS BACON ACT: (if applicable)**

In accordance with Chapter 2258 of the Texas Government Code, as well as any other applicable laws, all selected and awarded firms are required to include the appropriate prevailing wage rate (Davis Bacon Act rates or the rates adopted by the County of Hidalgo) when advertising and developing project specifications.

**SECTION II**  
**RFP REQUIREMENTS:**

*Please review this document in its entirety to ensure that your proposal includes all forms required.*

**PROJECT OVERVIEW:**

Monitoring debris removal operations requires comprehensive observation and documentation of the debris removal work performed from point of collection to final disposal. In the event of a disaster or emergency, the debris monitoring contractor(s) (DMC) shall service the County first and be on-call to provide disaster debris monitoring management services necessary to ensure the safety and well-being of all Hidalgo County residents. Response will be activated only in the event of an emergency and in accordance with an awarded contract.

The response of the DMC to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports, and submittals to ensure compliance with Texas Commission on Environmental Quality (TCEQ) regulations, Texas Department of Transportation (TxDOT), Federal Highway Administration (FHWA), FEMA reporting requirements, and any other federal, state or local regulation to ensure that the county shall have the means to be reimbursed for all eligible disaster recovery costs from the appropriate federal, state, and private agencies. The DMC shall monitor the debris removal contractor's (DRC) progress and suggest and assist with implementing recommendations to improve efficiency.

The contractor and personnel shall stay current with FEMA and FHWA policies and procedures and promptly notify the County's debris manager or designee as changes occur.

**DESCRIPTION OF SERVICES:**

The DMC shall provide disaster debris monitoring and management services to support the County in the management of disaster debris removal and recovery resulting from, but not limited to, catastrophic events such as hurricanes, floods, tornadoes and/or manmade disasters. When a major disaster occurs or is imminent, the County will contact the DMC to advise them of the intent to activate the contract. Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to public streets and roads, right's-of-way, County properties, municipal properties and facilities, and other public sites. In preparation for and/or in response to an imminent threat or natural disaster (environmental or manmade), monitoring crews may be asked to stage outside the strike area (site pre-designated by Hidalgo County at activation of services). In this case, the DMC should be prepared to respond immediately after the imminent threat has been identified. The contractor shall be capable of assembling, directing, and managing a workforce that can complete the debris monitoring operations in a maximum of 120 calendar days.

The DMC shall monitor DRC activities to ensure satisfactory performance. Monitoring includes: verification that all debris picked up is from county property or right-of-way and is a direct result of the disaster; measurement and inspection of trucks to ensure they are fully loaded; on-site inspection of pick-up areas, debris traffic routes, temporary storage sites, and disposal areas; verification that the contractor is working efficiently and in its assigned contract areas; verification that all debris management sites have access control and security.

These services will include the following activities, but are not limited to;

**1. Project Manager Responsibilities**

- Ensure a sufficient number of trained debris monitors are available to monitor the "first push", cut and toss debris clearance operations;

- Ensure a sufficient number of trained debris monitors are available to monitor all "first pass" and subsequent passes of debris removal and hauling activities;
- Provide tower/disposal site monitors to observe and record all debris loads entering the debris management sites;
- Provide tower/disposal site monitors to observe and record all debris loads exiting the debris management sites for final disposal;
- Provide data entry and document processing personnel if applicable;
- Conduct safety meetings with field staff as necessary;
- Respond to, and document issues regarding complaints, damages, accidents, and incidents involving the DMC or DRC personnel and ensure that they are fully documented and reported to the County's Debris Manager or designee;
- Coordinate daily briefings with the County and the DRC, daily status reports of work progress and staffing;
- Ensure the timely acquisition and retention of documentation of environmental authorizations and or permits for debris management sites and final disposal;
- Review and reconcile debris removal contractor invoices submitted to the County; and,
- Ensure preparation and submission of interim operations and status reports and a final report, as directed by the County.

## 2. Field Monitoring Staff Responsibilities

DMC shall provide trained staff in sufficient numbers to adequately monitor all operations supervised by the Field Managers. Duties of monitors shall include, but are not limited to, the following:

- Accurately measure and certify truck capacities (recertify on a regular basis);
- Quality assurance/control of truck certification measurements throughout the life of the project;
- Provide documentation for all eligible debris removal activities from Federal Aid eligible roadways – first push (cut & toss) and first pass and for second and subsequent passes on all roadways, as directed by the County;
- Properly and accurately complete and physically control load tickets (in tower and field);
- Ensure that trucks are accurately credited for their load;
- Ensure that trucks are not artificially loaded (ex: debris is wetted, debris is fluffed or not compacted);
- Validate hazardous trees, including hangers, leaners, and stumps;
- Ensure that hazardous wastes are not mixed in loads;
- Ensure that all debris is removed from trucks at Debris Management Sites (DMS);
- Report if improper equipment is mobilized and used;
- Report if contractor personnel safety standards are not followed;
- Report if general public safety standards are not followed;
- Report if completion schedules are not on target;
- Ensure that only debris specified in the contract is collected (and is identified as eligible or ineligible);
- Assure that force account labor and/or DRC work is within the assigned scope of work;
- Monitor site development and restoration of DMS;
- Report to supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e., proper disposal of hazardous wastes);
- Record the types of equipment used (Time & Materials contract);
- Record hours equipment was used, including downtime of each piece of equipment by day (Time & Materials contract);
- Disposal Site / Tower Monitors shall observe and record truck quantity estimates of inbound and outbound debris;
- Exit Site Monitors shall observe that all outbound trucks are fully discharged of their loads prior to exit from DMS;
- Ensure that accurate, legible, and complete documentation is provided through load tickets, truck certifications and/or other logs and reports, as required;
- Maintain photographic documentation of debris removal trucks and activities, specifically hazardous stump removal process, hangers, leaners or tree removal and/or other special or unusual occurrences in the field;
- Document and report activities to the County which may require remediation such as fuel spills, hazardous materials collection locations, and other similar environmental concerns;
- Document and report to the County damages which occur on public or private property as a result of DRC operations;
- Document and report to the County any violations of TCEQ debris site conditions; and

- If TCEQ debris site conditions are violated, the DMC shall oversee tasks to satisfy the TCEQ.
3. Data collection/documentation.
  4. Management of designated debris staging and processing sites.
  5. Review and validate DRC invoices prior to submission to County for processing and payment.
  6. Provide other project management services including emergency communications.
  7. FEMA compliance monitoring/audit oversight, and reimbursement support, including but not limited to:
    - Field monitoring;
    - Truck and trailer certification;
    - Load ticket process development, validation, and all accounting services;
    - Filing/reporting of documents for FEMA reimbursement process; and
    - Infrastructure damage and repair assessments.

### **DATA MANAGEMENT AND DOCUMENTATION**

The DMC shall ensure all necessary documentation is provided to the County as follows:

1. Ensure all eligible debris removal operation activities are documented and tracked specifically to the FEMA Public Assistance program or other applicable federal, state or local agencies.
2. Documentation of the number of crews and types of equipment utilized, actual hours of operation and locations of work performed during the time and materials phase of operations.
3. Completion of truck certifications, equipment certifications, and establishment of a Quality Assurance and Quality Control (QA/QC) program throughout the life of the project.
4. Load tickets documenting the eligible debris removal and/or disposal activities by the applicable program e.g., FEMA PA, other federal, state or local programs, etc.
5. Documentation of eligible hazardous stump removal, hangers, leaners or tree removal which includes photographic records, GPS coordinates, street or milepost identifier and/or other information as available and applicable.
6. Environmental authorizations and/or permits as applicable.
7. Daily electronic spreadsheet summaries of cubic yards/tons collected, specified by governing federal public assistance program. The daily summary shall be communicated to the County Debris Manager or designee.
8. Production in electronic format (scanned) and paper copies of all documentation for submittal to federal and/or state agencies.
9. Provide a certified weighmaster if requested.
10. Assist the County in creating field maps using GIS or equivalent, as well as track and present contractor progress in GIS, or equivalent.
11. Organize, maintain and provide to the County electronic copies of cost justification documentation in a satisfactory manner. All documentation and information related to the project shall be surrendered to the County upon completion of the project.

### **REPORTING**

The DMC shall provide daily status reports, unless otherwise specified, of the debris removal operations, preparation of interim reports (as directed by the County), as well as a final report of the debris removal operations.

The daily status report shall include at a minimum: the daily cubic yards/tons collected by material, cumulative totals in cubic yards/tons by debris type, number of debris removal crews and equipment operating, number of debris monitors in the field, cubic yards/tons by debris type hauled to final disposition and location of final disposal, and total cubic yards/tons hauled to recycling or salvage facilities.

An interim status report may be required at the discretion of the County. A final report covering the history of the operations; the locations of debris management sites; remediation and debris management site closure activities, including any environmental reports or authorizations generated; and the locations of final disposal sites and permits, recycling facilities and salvage facilities used during operations. The report may include the identification of weaknesses in the operations and recommendations for future debris activities.

## **MEETINGS/COMMUNICATIONS**

- Conduct daily meetings with the County and the DRC;
- Conduct field meetings as needed; and
- Provide phone consultations and reference information to County staff upon request.

## **PERMITS**

DMC shall:

- Assist the County with permit applications and coordination with environmental agencies, clarifying and resolving any compliance issues;
- Assist the County with any pre/post-sampling of soil and groundwater; and,
- Monitor compliance by the DRCs to any permit requirements.

## **COMMUNITY RELATIONS SUPPORT SERVICES**

In addition, the DMC will be required to provide comprehensive community relations support during all phases of the disaster debris recovery including but not limited to:

- Providing the County with comprehensive progress reports;
- Damage complaint investigations and resulting resolution reports;
- Media relations;
- Preparing any necessary audio/visual products, including fact sheets;
- Establishing telephone call centers; and
- Participate in public meetings.

## **ANNUAL SERVICES**

DMC shall provide the following annual services at no additional cost to the County:

- Attend one (1) meeting annually for pre-event planning;
- Prepare and present at the annual meeting a written plan of operations to the County, including a clear description of the percentage of work DMC may subcontract out and a list of subcontractors; and
- Review and visit with County staff, the DMS location(s) to be used (as applicable).

## **MONITORING LOCATIONS**

Anticipated locations to be monitored:

1. Public rights-of-way within the County
2. Debris Management Site(s) designated at each County Precinct

## **INVOICING/PAYMENT**

- DMC shall submit invoices on a monthly basis to the County.
- DMC shall ensure all contract quantities for both DRC and DMC are documented and recorded according to current federal requirements, including time at disposal sites and estimating loads on incoming and outgoing debris loads.
  - Maintain a database of all contract quantities and perform DRC invoice verification for the County and resolve any discrepancies that may exist.
  - All invoices shall be submitted in an acceptable format to the County in an electronic and hard copy format with daily reports as supporting documentation. The invoices shall be submitted in accordance with federal, state, and local rules, regulations, and laws.
  - Payment Schedule: Invoices will be processed for payment only after approval by the County's Debris Manager or designee. Approval for payment shall not be granted until appropriate deliverables are received and determined to be correct, accurate and consistent by the County's Debris Manager or designee.
  - All labor rates are to be fully burdened to include benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproduction, clerical/administrative tasks, record-keeping tasks, reporting tasks, quality control, overhead, profits and any other expenses necessary to the execution of a contract to be developed as a result of this RFP.

- No administrative, reporting and/or clerical expenses will be paid. Administrative, reporting and/or clerical expenses are to be burdened to labor rates for the Project Manager, Supervising Monitors, Loading Site Monitors, Debris Management Site Monitors, and Roving Debris Monitors. Billable time shall be limited to hours when debris-hauling trucks are in operation. The County's Debris Manager or designee shall determine the hours of truck operation and shall specify a starting time for truck operation. The ending time of truck operation shall be determined by the truck load tickets.

- All load tickets, forms, reports, and other deliverables shall be accurately and correctly submitted in the initial instance of submittal. The DMC shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverables.

- No overtime rates will be paid.

- The final invoice shall be submitted to the County no later than thirty (30) calendar days following final acceptance of the individual task requested by the County.

- Payment of expenses considered incidental to the execution of the contract is at the sole discretion of the County. Examples of such expenses include but are not limited to the following: radio and/or television advertising, mass mailings, hanging of doorknockers, and roadside signs. Typically, those expenses related to public information on a County-wide basis would be considered incidental. In determining if an expense is considered incidental, the County will review all documentation and determine how easily the expenses could have been foreseen by the County or DMC. The more difficult to predict the expense(s), the more likely the expense will be considered incidental to the contract and paid separately from the contract. The County reserves the right to be the sole judge in determining if an expense is considered incidental to the execution of this contract.

## **DEFINITIONS**

- Data Manager: Manager of data collected from monitoring operations and employed by the DMC.

- Debris Removal Contractor (DRC): Contractor(s) under contract with the County to remove storm deposited debris according to state and federal guidelines.

- Debris Management Site (DMS): A Texas Commission on Environmental Quality authorized site where debris is stored, reduced, burned, grinded, or sorted. Debris resides at the site for a relatively short period prior to the final disposal.

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

- Debris Monitoring Contractor (DMC): Debris monitoring contractor, including employees, partners, principals, agents and assignees who are a party to the agreement for the purposes of providing services.

- TCEQ: Texas Commission on Environmental Quality.

- TxDOT: Texas Department of Transportation.

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

- Field Supervisor: Employee of the DMC who oversees field monitor crews.

- Field Monitor: Employee of the DMC who oversees the DRC's debris removal activities and issues load tickets.

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

- Project Manager (PM): Employee of the DMC who functions as the primary point of contact for the County and is responsible for the overall project management and coordination of the debris monitoring services.

## **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. You are asked to respond fully and accurately to all questions/requests.

### **2.1 Proposal Format**

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

## **2.2 Title Page**

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

## **2.3 Letter of Transmittal**

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

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

## **2.4 Table of Contents**

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

## **2.5 Recommendations/Exceptions**

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

## **2.6 Trade Secret Information**

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

## **NUMBER OF COPIES TO BE SUBMITTED:**

- 1) Proposals are to be submitted in a sealed envelope and/or sealed package clearly labeled:

Project No.: RFP No.: 2019-238-03-04-HGO  
**"Debris Monitoring & Management Services"**

Please submit one (1) ORIGINAL (pages one-sided, clearly marked ORIGINAL), one (1) COPY and TWO (2) CD/USB in PDF Format of your proposal to Martha L. Salazar, CPPB, HC Purchasing Agent, Hidalgo County Purchasing Department.

### **US Postal Mail Address:**

Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

### **Physical Address:**

Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

- 2) **RFP QUESTIONS AND ANSWERS:**

Written Questions will be accepted via email to [heidi.ortiz@co.hidalgo.tx.us](mailto:heidi.ortiz@co.hidalgo.tx.us), by no later than **Tuesday, February 18, 2020, at 5:00 P.M.** Responses will be sent to all applicants via email by no later than **Friday, February 21, 2020.** TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

## SECTION III SELECTION

### SELECTION/EVALUATION PROCESS:

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria" - Exhibit B. The Evaluation Committee will be selected by Hidalgo County Commissioners' Court. The proposals received in response to this RFP will be evaluated by the Evaluation Committee in accordance with the process and evaluation criteria contained in this RFP. Responses will be evaluated using the material and substantiating evidence presented in the response, and not on the basis of what is inferred.

Proposals will be scored based on pricing, corporate experience, capacity, and technical reference. The County reserves the right to select a proposal(s) other than the lowest cost. The offeror may be required before the award of any contract to show to the complete satisfaction of the County that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The offeror may also be required to give past history references in order to satisfy the County with regard to the offeror's qualifications.

The County may make reasonable investigations deemed necessary and proper to determine the ability of the offeror to perform the work. The offeror shall furnish to the County all information for this purpose that may be requested. The County reserves the right to reject a proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the County that the offeror is properly qualified to carry out the objectives of the contract and to complete the work described therein.

Proposals that do not conform to the instructions given or which do not address all the services as specified may be eliminated from consideration. Hidalgo County, however, reserves the right to accept such proposal if it is determined to be in the County's best interest to do so.

Hidalgo County may request presentations from the proposer. Proposers selected for presentations will be notified in writing of the date and time of presentation. *Presentations may not be initiated by Proposers.*

All correspondence relating to this proposal, from advertisement to award, shall be sent to the assigned Hidalgo County Purchasing staff member. All presentations and/or meetings between Hidalgo County and the vendor relating to this proposal shall be coordinated by the Hidalgo County Purchasing Department.

RFP submittal evaluation is based on the factors outlined below.

| Evaluation Criteria            | Maximum Points |
|--------------------------------|----------------|
| Qualifications/Experience      | 20             |
| Resources and Availability     | 20             |
| Project Approach & Management  | 15             |
| FEMA Reporting & Reimbursement | 20             |
| Compensation                   | 25             |
| <b>Total</b>                   | <b>100</b>     |

### **Qualifications/Experience**

Describe your firm's qualifications and experience for providing the requested services. Include in your response:

- General information about your firm including the location of the principal office and/or significant branch office, which office will be directly responsible for the contract if awarded, number of years providing these services, and the number of staff your firm employs.

- Identify the Project Manager and list of other key personnel to be used in a resulting agreement, which shall include names and resumes. All such positions and their purpose or role in the monitoring operations shall be identified.
- Organizational Structure and Chain of Command Chart.
- Provide demonstrated knowledge, experience, and expertise in all requirements and regulations established by the Federal Emergency Management Agency (FEMA) Reimbursement Rules & Procedures, Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT), Natural Resources Conservation Service (NRCS), U.S/ Army Corp of Engineers (USACE), Federal Aid Construction requirements, and any other governmental agency with jurisdiction over the scope of services described in this RFP.
- Past Performance. Provide a list of firm's disaster debris monitoring projects completed within the past ten (10) years (include all projects within the State of Texas) that are the same or larger to the magnitude for this RFP, including the public agency, their contact information, FEMA contacts, name of the project, and the dollar value.
- Documentation of past safety performance. Include the company's safety log summaries submitted to OSHA and those of proposed subcontractors for 2016, 2017, and 2018 calendar years.
- Describe the types of problems your firm has encountered on similar projects, and explain what your firm did to resolve the problems and what steps were taken to avoid such problems on future projects.
- State your firm's bonding capacity. Attach a letter from your firm's bonding company stating its rating and the maximum amount in which your firm can be bonded.
- List of all closed, active, and pending FEMA disputes, audits, or lawsuits, and the judgment or outcome of each.
- List and provide an explanation of all unrecovered FEMA reimbursements that occurred on Disaster Debris Monitoring projects for which the Proposer served as the primary contractor during the last five (5) years.
- Provide a list of any contracts that have been terminated unfavorable or that have been unsuccessful within the past five (5) years. Explain the reason for termination and include contact names, titles, phone numbers, and email addresses.
- Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last three (3) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was litigated, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect.

### **Resources & Availability**

This section shall clearly define the availability of the Proposer's managers and key personnel, as well as demonstrate the Proposer's financial capability. At a minimum, the Proposer shall provide the following:

- Provide all proposed staffing (administrative and field). Include personnel by title and quantities generally provided per each DMS, in the field, etc. The Proposer must provide reasonable assurance that the identified person will be available to work on future projects.

- Subcontractors: Provide a list of subcontractors and the percentage of work to be performed by each one. Indicate participation by local subcontractors.
- Equipment: Provide details of the firm's fleet, inventory of equipment, and supplies that will be available following a disaster event. Include the location of the warehouse(s) used to store the firm's equipment and supplies. The County expects that the supporting equipment will be sufficiently maintained so as to be available to operate in a safe and reliable manner.
- Provide an estimate of the current workload and future commitments to other emergency response contracts both in man-hours per year and a percentage of total workload for all key project personnel.
- Current Contracts: Provide a list of all of the firm's contractual obligations within Texas for similar disaster debris monitoring services. Include the name of the public agency, their contact information, and FEMA contacts (if available). Describe the firm's ability to manage the activation of multiple contracts. Provide reasonable assurance that such contracts will not interfere with or preclude the awarded firm from responding to the County with the firm's full force of manpower and equipment.

### **Project Approach & Management**

The information presented shall be in enough detail to enable the County to ascertain the Proposer understands the effort to be accomplished and should essentially outline the steps in the total services proposed.

1. Provide your firm's procedures for disaster debris monitoring including but not limited to:
  - Mobilizing procedures (including subcontractors). Provide a breakdown of the time required to perform each associated task.
  - DMS monitoring procedures, including, truck capacity monitoring, truck load verification, ineligible debris, C & D debris, hazardous waste, HHW, e-waste, white goods, wet debris, soil/mud/sand, vehicles/vessels, putrescent debris, infectious waste, chemical/biological/radiological/nuclear-contaminated debris, and site safety plan.
  - Tracking source location, debris type, and documentation to County and FEMA.
  - Managing subcontractors and field staff
  - Specialized debris removal services
  - Data management
  - Incident Reporting
  - Quality Control program
  - Vehicle certification procedures
  - Complying with requirements of FEMA, FHWA, TxDOT, NRCS, USACE, Federal Aid Construction and any other governmental agency with jurisdiction
  - Load tickets and associated reporting processes
  - Documenting, tracking, and resolving issues or damages
  - Documenting, tracking and resolving complaints
  - Reporting (daily progress reports, etc.)
  - DRC invoice reconciliation and data management
  - Communications during a disaster event recovery
  - Demobilization
  - Audit support
2. Provide additional pertinent information as needed.
3. Describe materials and assistance needed from the County.

## **FEMA / Other Government Agencies with Jurisdiction – Reporting and Reimbursement**

Describe the firm's reporting and reimbursement management program.

### **Compensation**

Provide compensation schedule on Attachment A. The hourly rates shall be fully burdened to include all costs, all applicable overhead, and profit (including lodging, meals, and transportation).

### **References**

Provide three (3) professional references from projects as similar as possible to the proposed project. Include with each the name, address, email address, and telephone number of the reference as well as a brief description of the nature of the professional association.

## Attachment "A"

# Disaster Debris Management & Monitoring Services Pricing Schedule

Hourly rates shall include all costs including overhead and profit, lodging, meals, and transportation.

### Section A – Listed Staff Positions

| Item No. | Position                | *Estimated Project Hours* | Hourly Rate     | Extended Cost |
|----------|-------------------------|---------------------------|-----------------|---------------|
| 1        | On-site Project Manager | 112                       |                 | \$            |
| 2        | DMS & Field Supervisors | 336                       |                 | \$            |
| 3        | Field Monitors          | 4,200                     |                 | \$            |
| 4        | DMS & Tower Monitors    | 40                        |                 | \$            |
| 5        | GIS Specialist          | 40                        |                 | \$            |
| 6        | Data Manager            | 40                        |                 | \$            |
| 7        | Billing/Invoice Analyst | 40                        |                 | \$            |
| 8        | Data Entry/Admin Staff  | 250                       |                 | \$            |
|          |                         |                           | Total Section A | \$            |

**\*Quantities and hours shown above are for price proposal evaluation purposes only and do not represent an actual or anticipated volume of contract work.\***

### Section B – Additional Required Staff Positions

List all other positions not listed in Section A along with the hourly rate that Proposer will utilize to perform the services presented in this RFP.

| Item No. | Position | *Hours* | Hourly Rate     | Extended Cost |
|----------|----------|---------|-----------------|---------------|
|          |          | 1       |                 | \$            |
|          |          | 1       |                 | \$            |
|          |          | 1       |                 | \$            |
|          |          | 1       |                 | \$            |
|          |          | 1       |                 | \$            |
|          |          | 1       |                 | \$            |
|          |          | 1       |                 | \$            |
|          |          | 1       |                 | \$            |
|          |          | 1       |                 | \$            |
|          |          |         | Total Section B | \$            |

**\*Section B will be evaluated per a unit of one (1) hour multiplied by the proposed hourly rate.\***

|                                      |    |
|--------------------------------------|----|
| Total Estimated Cost (Section A & B) | \$ |
|--------------------------------------|----|

Section C – Optional Staff Positions

List optional staff positions that may provide an added benefit to the County and would be provided at the County’s request.

| Item No. | Position | Hourly Rate |
|----------|----------|-------------|
|          |          |             |
|          |          |             |
|          |          |             |
|          |          |             |
|          |          |             |
|          |          |             |

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 RFP 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. 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.

# PROPOSAL SIGNATURE SHEET

Signature certifies that the proposal, as submitted, complies with all terms and conditions as set forth in **RFP No.:2019-238-03-04-HGO**

I certify that I am authorized to sign as a representative for the respondent:

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

Date: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Cell No: \_\_\_\_\_

Exhibit "B"

Proposal Evaluation

**Debris Monitoring & Management Services**

**RFP No. 19-238-03-04-HGO**

Minimum Criteria Qualifications

|           | <b>Selection Criteria</b>  | <b>Maximum Points</b> | <b>Points</b> |
|-----------|--|-----------------------|---------------|
| <b>1.</b> | <b>Firm's Qualifications/Experience</b>  | <b>25</b>             |               |
|           | <ul style="list-style-type: none"> <li>Company Financial Stability, Credentials and Knowledge of Federal, State and Local Government regulations.</li> </ul>                   | 10                    |               |
|           | <ul style="list-style-type: none"> <li>Experience with FEMA (w/in the past 5 years) for large scale debris monitoring operations.</li> </ul>                                   | 15                    |               |
| <b>2.</b> | <b>Project Approach of Services to be Provided</b>   | <b>15</b>             |               |
|           | <ul style="list-style-type: none"> <li>Methodology, Facilitation and Coordination to ensure services are done effectively and efficiently.</li> </ul>                          | 15                    |               |
| <b>3.</b> | <b>Resources and Availability</b>  | <b>15</b>             |               |
|           | <ul style="list-style-type: none"> <li>Availability of Contract Managers and Key Personnel.</li> <li>Describe Organizational Structure and Quality Control Plan.</li> </ul>    | 15                    |               |
| <b>4.</b> | <b>Past Performance (References)</b>   | <b>15</b>             |               |
|           | <ul style="list-style-type: none"> <li>Previous experience with local governments (cities, counties, state agencies) for similar or larger scope services provided.</li> </ul> | 15                    |               |
| <b>5.</b> | <b>Contract Cost/Price Proposal</b>  | <b>30</b>             |               |
|           | <ul style="list-style-type: none"> <li>Staffing and Equipment Costs per hour to provide debris monitoring services.</li> <li>Fee Schedule.</li> </ul>                          | 30                    |               |
|           |  |                       |               |
|           | <b>Total Points</b>  | <b>100</b>            |               |

Firm Name: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Exhibit "C"

## Insurance Requirements

# EXHIBIT "C"

## Insurance Requirements

### Applicable to the Acquisition of Goods and/or Services (Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, 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 and any extension hereof:

1. **Comprehensive General Liability insurance** policy with limits of not less than Five Hundred Thousand Dollar (\$500,000.00) providing additional coverage to all underlying liabilities of County. Policy shall cover, but not be limited to, Bidder's activities in providing the Services for County; all persons, vehicles, equipment connected with providing Services; and theft or loss of Bidder's property.
  2. **Automobile liability insurance** policy, covering all owned, non-owned or hired/leased automobiles, with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
  3. **Uninsured/Underinsured motorist coverage** in an amount equal to the auto liability limits set forth immediately above;
  4. **Workers Compensation Insurance:** Workers Compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq. Workers Compensation policies must include other States Endorsement to include TEXAS if the business is domiciled outside the State of Texas.
- *Bidder shall obtain and maintain any and all other insurances which may be necessary in providing the good/service applicable to this procurement or are otherwise required by law.*
  - *Any and all insurance policies shall be in amounts prescribed by law or otherwise specified by the County, but in no event less than the minimum amounts prescribed by law.*

#### **Additional Insurance Requirements:**

- a. Bidder shall furnish to County certificate(s) of insurance, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect.
- b. Certificates of insurance shall be submitted to County for approval prior to any services being performed by Bidder.
- c. **Hidalgo County will only accept certificates of insurance on an Acord form (as - attached hereto).**

**Page 2 of 2: Continuation of Exhibit "C": Insurance Requirements Applicable to the Acquisition of Goods and/or Services (Other than Professional Services)**

- d. For each policy, except Workers' Compensation, Bidder shall name the County as an additional insured.
- e. 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.
- f. 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 of 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.
- g. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County.
- h. County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Bidder.
- i. Insurance policies shall be obtained at Bidder's sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.
- j. In no event shall the County be liable for any loss, damage to or destruction of any property belonging to the Bidder.
- k. Bidder is responsible for ensuring all required insurance policies are valid for the duration of the contract.
- l. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County.
- m. Bidder shall make any other insurance documentation available to County upon request.

|              |  |   |                 |
|--------------|--|---|-----------------|
| <b>ACORD</b> |  | <b>CERTIFICATE OF INSURANCE</b>   | 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. |                 |
| INSURED      |  | INSURERS AFFORDING COVERAGE   |                 |
|              |  | 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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSURER LETTER | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |
|----------------|--|---------------|----------------------------------|-----------------------------------|---|
| A              | <b>GENERAL LIABILITY</b>   |               |                                  |                                   | EACH OCCURRENCE \$                                  |
|                | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY                        |               |                                  |                                   | BIOME DAMAGE (Any one tra) \$                       |
|                | <input type="checkbox"/> CLAIMS MADE OCCUR                                   |               |                                  |                                   | MED (Any one person) \$                             |
|                | <input type="checkbox"/> OWNERS & CONT. PROP                                 |               |                                  |                                   | PERM & ADV INJURY \$                                |
|                | <input type="checkbox"/> OWNERS PROTECTIVE LIABILITY                         |               |                                  |                                   | ANNUAL AGGREGATE \$                                 |
|                | GENL AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOC |               |                                  |                                   | PRODUCTS - COMP/PROP \$                             |
| B              | <b>AUTOMOBILE LIABILITY</b>  |               |                                  |                                   | COMBINED SINGLE LIMIT (Per accident) \$             |
|                | <input type="checkbox"/> ANY AUTO  |               |                                  |                                   | BODILY INJURY (Per person) \$                       |
|                | <input type="checkbox"/> ALL OWNED AUTOS                                     |               |                                  |                                   | BODILY INJURY (Per accident) \$                     |
|                | <input type="checkbox"/> SCHEDULED AUTOS                                     |               |                                  |                                   | PROPERTY DAMAGE (Per accident) \$                   |
|                | <input type="checkbox"/> HIRED AUTOS   |               |                                  |                                   |   |
|                | <input type="checkbox"/> RENT-OWNED AUTOS                                    |               |                                  |                                   |   |
|                | <b>GARAGE LIABILITY</b>  |               |                                  |                                   | AUTO ONLY EA ACCIDENT \$                            |
|                | <input type="checkbox"/> ANY AUTO  |               |                                  |                                   | OTHER THAN EA ACC \$                                |
|                |  |               |                                  |                                   | AUTO ONLY EA ACC \$                                 |
| C              | <b>EXCESS LIABILITY</b>  |               |                                  |                                   | EACH OCCURRENCE \$                                  |
|                | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE          |               |                                  |                                   | AGGREGATE \$  |
|                | <input type="checkbox"/> DEDUCTIBLE  |               |                                  |                                   | \$  |
|                | <input type="checkbox"/> RETENTION \$  |               |                                  |                                   | \$  |
| D              | <b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>                         |               |                                  |                                   | WC STAT. <input type="checkbox"/> OTHER TORY LIMITS |
|                |  |               |                                  |                                   | E.L. BASH ACCIDENT \$                               |
|                |  |               |                                  |                                   | E.L. DISEASE-FA EMPLOYEE \$                         |
|                |  |               |                                  |                                   | E.L. DISEASE-POLICY LIMIT \$                        |
|                | <b>OTHER</b>   |               |                                  |                                   |   |

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<br>Attn: Purchasing Department<br>2812 S Highway Bus. 281<br>Edinburg, Texas 78539 |                                     | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE 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 INSURED, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

## 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 Commissioners' 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 Commissioners' 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. Bond (if applicable) \_\_\_\_\_.
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 (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

|                               |               |
|-------------------------------|---------------|
| _____<br>Authorized Signature | _____<br>Date |
| _____<br>Company              |               |
| _____<br>Address              |               |
| _____<br>City, State, Zip     |               |

**THIS FORM MUST ACCOMPANY BID PACKET**

# Exhibit "D"

CIQ  
(Conflict of Interest  
Questionnaire)

# 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.

# EXHIBIT "E"

Vendor Application  
W9  
HUB/DBE



**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?: \_\_\_\_\_%  
(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: \_\_\_\_\_

---

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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.  |
| 2 Business name/disregarded entity name, if different from above   |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 70%;">           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.           <br/><br/> <input type="checkbox"/> Individual/sole proprietor or single-member LLC           <br/><br/> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____           <br/><small>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.</small> <br/><br/> <input type="checkbox"/> Other (see instructions) ▶ _____         </div> <div style="width: 25%;">           4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):           <br/><br/>           Exempt payee code (if any) _____           <br/><br/>           Exemption from FATCA reporting code (if any) _____           <br/><br/> <small>(Applies to accounts established outside the U.S.)</small> </div> </div> |
| 5 Address (number, street, and apt. or suite no.) See instructions.  |
| 6 City, state, and ZIP code  |
| 7 List account number(s) here (optional)   |
| Requester's name and address (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   |   |   |   |  |   |   |   |   |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table> |   |   |   |  | - | - | - | - |
|  |   |   |   |  |   |   |   |   |
| -  | - | - | - |  |   |   |   |   |
| or   |   |   |   |  |   |   |   |   |
| Employer identification number   |   |   |   |  |   |   |   |   |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table> |   |   |   |  | - | - | - | - |
|  |   |   |   |  |   |   |   |   |
| -  | - | - | - |  |   |   |   |   |

### Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

### 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](http://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.*

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*, later, 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 Pub. 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 24% 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 Instructions for Part II 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*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## 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*, later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . .   | THEN check the box for . . .  |
|--|---|
| • Corporation  | Corporation   |
| • Individual<br>• Sole proprietorship, or<br>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.   | Individual/sole proprietor or single-member LLC   |
| • LLC treated as a partnership for U.S. federal tax purposes,<br>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or<br>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership  | Partnership   |
| • Trust/estate   | Trust/estate  |

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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 <sup>1</sup> | Generally, exempt payees 1 through 5 <sup>2</sup>   |
| Payments made in settlement of payment card or third party network transactions        | Exempt payees 1 through 4   |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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 684 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. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Two or more U.S. persons (joint account maintained by an FFI)   | Each holder of the account  |
| 4. Custodial account of a minor (Uniform Gift to Minors Act)   | The minor <sup>2</sup>  |
| 5. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee <sup>3</sup><br>The actual owner <sup>1</sup>                                       |
| 6. Sole proprietorship or disregarded entity owned by an individual  | The owner <sup>4</sup>  |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))                                     | The grantor <sup>4</sup>  |

| For this type of account:   | Give name and EIN of:     |
|---|---------------------------|
| 8. Disregarded entity not owned by an individual  | The owner                 |
| 9. A valid trust, estate, or pension trust  | Legal entity <sup>4</sup> |
| 10. Corporation or LLC electing corporate status on Form 9832 or Form 2553                  | The corporation           |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization          |
| 12. Partnership or multi-member LLC   | The partnership           |
| 13. A broker or registered nominee  | The broker or nominee     |

| For this type of account:   | Give name and EIN of: |
|---|-----------------------|
| 14. 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     |
| 15. 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             |

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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*, earlier.

\*Note: The 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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](mailto: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](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/identitytheft](http://www.irs.gov/identitytheft) 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.

# Exhibit "F"

Certification Regarding  
Debarment

**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  
"A" through "E"

## 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 of 49 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 falls 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 of 1970, (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 49CFR Part 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 of 1972, 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 Principles 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 or 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. §§ 7401-7671g) 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](http://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](http://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 with 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

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.

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (Included in Appalachian contracts only)

**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.

**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).

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 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.

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.

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.

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.

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).

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.

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 supervision and to all work performed on the contract by piecework, station work, or by subcontract.

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 conforming 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/eas/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 11248, 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 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 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

This provision is 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

This provision is 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. 365), 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 contract). "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.

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## 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.

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**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-L.L.L., "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. 1362. 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 DOI 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.

Exhibit "J"  
Proposer's Affidavit

**EXHIBIT "J"**  
**PROPOSER'S AFFIDAVIT**

|  |
|--|
| <b>PROPOSER'S AFFIDAVIT OF NON-COLLUSION<br/>NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING</b> |
|--|

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, \_\_\_\_\_, being first duty 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 another 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 another reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Qualifications 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\_\_



in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **one (1) year(s)**, commencing on **March 10, 2020** and expiring on **March 10, 2021**, and may be extended at the sole discretion of the County for an additional **two (2) one (1) year** term(s) under the same rates, terms and conditions unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and under the same rates, terms and conditions.

4. **Licenses.** 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. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Company shall immediately notify the County.

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

6. 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.

7. **Consideration.** 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. Code Ch. 2251.

8. **Insurance:** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment, and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the

Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See Exhibit "C" attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request.


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

11. **Independent Contractor.** 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. **Notice.** 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, 2<sup>nd</sup> Floor  
  Edinburg, Texas 78539

: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. **Provisions.** 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.

15. **Termination.** This Agreement may be terminated by County without cause upon thirty (30) days written notice.

16. **Successors.** 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.

17. **Governing Law.** 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.

18. **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. Loc. Govt. Code §271.903:* 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 Company, 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 at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

19. **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.

20. **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.

21. **Nondiscrimination:** 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 a part of this agreement for all purposes.

22. **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.

23. **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.

*[SIGNATURE PAGE TO FOLLOW]*

EXECUTED and effective as of the day and year first written above.

Service Contract (C-19-238-XX-XX: HC & \_\_\_\_\_)

COUNTY OF HIDALGO

\_\_\_\_\_  
Richard F. Cortez, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

Company: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved By Commissioners Court On: \_\_\_\_\_

APPROVED AS TO FORM:  
Office of the Criminal District Attorney  
Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
Robert Viña, III  
Assistant District Attorney



**HIDALGO COUNTY**

**REQUEST FOR PROPOSAL  
"DEBRIS MONITORING & MANAGEMENT SERVICES"**

RFP No.: 2019-238-03-04-HGO

**RFP SUBMITTAL CHECK LIST**

All forms listed below must be included in the RFB response.  
Indicate with a check mark (✓) the Forms completed and included in this response:

..... Page 12 of Legal Notice

..... Attachment "A"

..... Exhibit "C" -Acknowledgement forms (pages 4 & 5)

..... Exhibit "D" CIQ Form -Copy of County Clerk File Recording fee receipt. (if applicable)

..... Exhibit "E" Vendor Bidder Applications, W-9, & HUB/DBE

..... Exhibit "F" Certification Regarding Debarment

..... Exhibit "H" Required Contract Clauses for Contracts Under Federal award 2 – CFR 200, Appendix II & FEMA (if applicable)

..... Exhibit "J" Proposer's Affidavit

..... SAMS.gov Registration Acknowledgement [www.sam.gov](http://www.sam.gov)

..... One (1) Original (pages one-sided, clearly marked ORIGINAL), One (1) Copy of Proposal(s), and One (1) CD/USB in PDF Format (see number 2 of Legal Notice).

# Exhibit “B”

Tetra Tech, Inc.  
Proposal Response

# Title Page

## Debris Monitoring & Management Services

RFP: 2019-238-03-04-HGO

March 3, 2020

### PRESENTED TO

#### **Hidalgo County, Texas**

Ms. Martha L. Salazar, CPPB, Purchasing Agent  
Purchasing Department  
2802 S. Business Hwy. 281  
Edinburg, TX 78539

### PRESENTED BY

#### **Tetra Tech, Inc.**

2301 Lucien Way  
Suite 120  
Maitland, FL 32751

P +1-321-441-8500  
F +1-321-441-8501  
[tetrattech.com](http://tetrattech.com)

#### **For technical questions, please contact:**

**Ms. Anne Cabrera** – Technical Representative  
954-559-4951 | 321-441-8501 (f)  
[anne.cabrera@tetrattech.com](mailto:anne.cabrera@tetrattech.com)

#### **For contractual questions, please contact:**

**Ms. Betty Kamara** – Contracts Administrator  
Phone: (407) 803-2551 | Email: [betty.kamara@tetrattech.com](mailto:betty.kamara@tetrattech.com)

**Title Page**

**Letter of Transmittal**

**Proposal Signature Sheet**

**Table of Contents**

**Recommendations/Exceptions .....SECTION 1**

**Trade Secret Information..... SECTION 2**

**Qualifications/Experience..... SECTION 3**

- Résumés
- OSHA Safety Log Summaries – 2016, 2017, 2018
- Bond Capacity Letter

**Resources & Availability..... SECTION 4**

- Good Faith Efforts
- Abbreviated 10k –2019

**Project Approach & Management ..... SECTION 5**

**FEMA/Other Government Agencies with Jurisdiction – Reporting and Reimbursement... SECTION 6**

**Compensation..... SECTION 7**

- Attachment A – Price Schedule

**References ..... SECTION 8**

- Profiles

**Required Documents ..... SECTION 9**

- Legal Notice
- Exhibit C: Insurance Pages with Acknowledgement Forms
- Exhibit D: Form CIQ-Conflict of Interest Questionnaire
- Exhibit E: Vendor Bidder Application, W-9, & HUB/DBE
- Exhibit F: Certification Regarding Debarment
- Exhibit H: Required Contract Clauses for Contracts Under Federal Award – 2 CFR 200, Appendix II & FEMA
- Proposer’s Affidavit
- SAMS.gov Registration Acknowledgement
- RFP Submittal Checklist

## Recommendations/Exceptions

Tetra Tech, Inc. does not have any exceptions to the services requested in the RFP.

## Trade Secret Information

The data contained on page B-8 through B-9 of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes.

# Qualifications/Experience

## Description and History of the Firm

Tetra Tech, Inc. (Tetra Tech) is a leading provider of consulting, engineering, and technical services worldwide. Founded in 1966, Tetra Tech is one of the leading firms in the nation in the field of disaster management and homeland security, with millions of dollars in revenue coming from contracts in such diverse areas as infrastructure hardening and protection; disaster recovery; emergency management, planning, and preparedness; community resilience; and grant management. Tetra Tech supports government and commercial clients by providing innovative solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. With 20,000 employees worldwide, Tetra Tech's capabilities span the entire project life cycle.

Dedicated to helping state and local governments plan for and recover from natural and human-caused disasters, our staff members offer a field-tested and proven methodology for emergency readiness, continuity planning, and disaster recovery. *Our team is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations.*

Likewise, our team's understanding of the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA) (including recent changes), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. *Our team has obtained over \$6 billion in reimbursement funds for our clients* from federal agencies such as FEMA, FHWA, and the Natural Resources Conservation Service (NRCS). In total, our team has successfully managed the removal of and reimbursement for over *120 million cubic yards (CYs) of debris* as well as the *demolition of over 12,500 uninhabitable residential and commercial structures.*

Within our proposal, we demonstrate that:

- We are duly qualified to perform the scope of work outlined in the County's request for proposal, as evidenced by our staff's extensive qualifications for many of the nation's most catastrophic disasters and our team's previous experience with disaster recovery in Texas over the past 10 years.
- We are committed to providing the County with skilled resources within the time frames specified by the County as evidenced by the depth of experience of our senior management team and project management team.
- We offer a proven and successful technical and management approach that has been refined in disaster activations across the United States, including 23 projects with over 1 million CYs of debris, as evidenced by our team's detailed scope of work and significant work history in the disaster response marketplace and within the Hidalgo County.

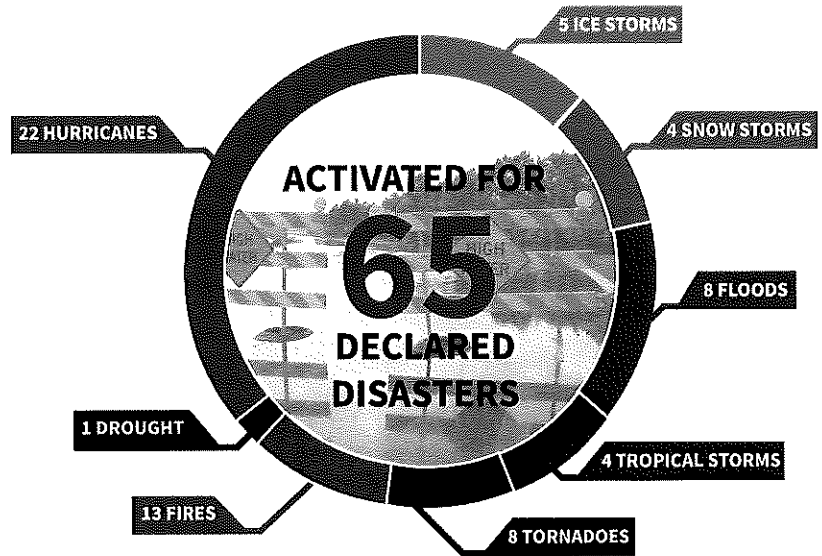
**Key Features**

**18**  
Years in Disaster Recovery

**300+**  
Clients Assisted

**> \$6B**  
Reimbursed to clients

**120M**  
Cubic yards of Disaster Debris Monitored



SECTION 3: QUALIFICATIONS/EXPERIENCE

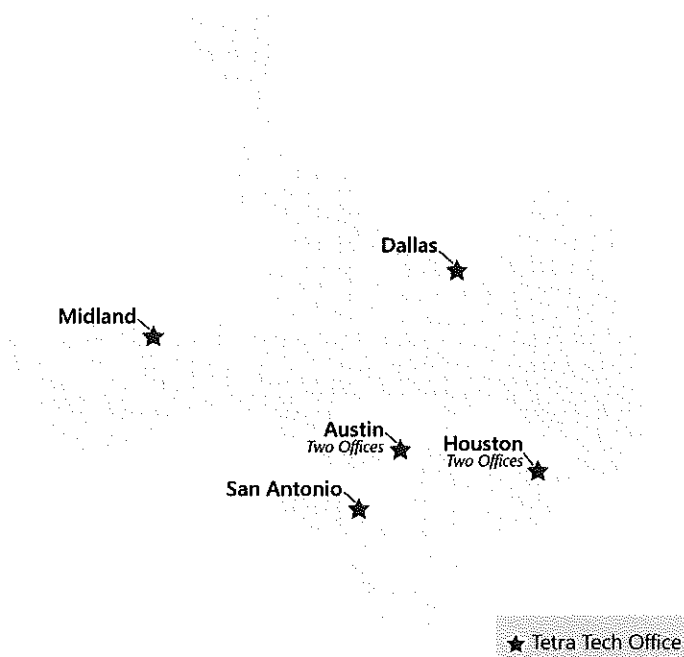
- The backbone of our disaster debris recovery program is our senior management team's foundation in the solid waste industry. For nearly 15 years, Mr. Jonathan Burgiel, a 30+-year industry veteran, has worked with a team of highly skilled professionals to design and develop a proven approach that has been battle-tested and refined over 64 activations across the United States.
- As a global engineering firm with over 2.9 billion in annual revenues, we have the financial resources and cash flow to support a large, long-term recovery effort.
- We offer detailed reporting, real-time debris collection tracking, and mapping capabilities that are driven by our RecoveryTrac™ automated debris management system (ADMS) technology, which allows our staff to monitor and manage a recovery effort electronically in addition to increasing productivity while decreasing fraud, human error, and cost to the County.

## Office Locations

Tetra Tech understands the critical nature of asset management and logistics following a disaster. In the aftermath of a disaster, time is critical. Each crucial minute that slips by could result in higher costs and longer down times. Minimizing the impact of a disaster calls for an emergency management partner with the resources to mobilize a swift, efficient response in hours, not days. Tetra Tech's national network of resources includes seven offices throughout Texas with over 270 employees. The Tetra Tech team can utilize these office locations as necessary to immediately respond to the City's need for personnel and resources following a disaster. *These local offices may be used for office space, on-site IT personnel, communication resources, or staging of mobile trailers and equipment if necessary.*

The primary location of our firm's field office and our hub of disaster operations is in Maitland, Florida, which will have direct responsibility for this project. In addition, Tetra Tech maintains a warehouse located in Orlando, Florida with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days.

### Tetra Tech Texas Office Locations



## Overview of Staff Experience

Tetra Tech has assembled a team of experienced emergency management, infrastructure, and grant management specialists with hands-on experience in recent disasters and emergencies as well as prevention, mitigation, preparedness, response, and recovery programs. Our disaster recovery professionals are uniquely familiar with the policies, procedures, and requirements associated with providing disaster recovery services subject to Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), U.S. Department of Housing

and Urban Development (HUD), Natural Resources Conservation Service (NRCS), and other federal agency reimbursement programs.

Our staff members have successfully managed the removal of and reimbursement for over *120 million cubic yards (CYs) of debris* as well as the *demolition of over 12,500 uninhabitable residential and commercial structures*. Our team has monitored and obtained FEMA, FHWA, and NRCS reimbursement on *23 debris removal projects in excess of 1 million CYs of debris* and understands the significant resource commitment and effort that is necessary to manage and monitor large-scale debris removal operations for local governments.

*Tetra Tech is committed to providing the County with a dedicated and consistent project management team that will expedite recovery efforts in the County by establishing a coordinated and organized approach to debris removal.* Our dedicated team is available to the County 365 days per year.

The established working relationship shared by the County and Tetra Tech provides our team with an in-depth understanding of the services the County will require following a disaster event. *Based on this understanding, Tetra Tech has assembled a project team with the qualifications and expertise necessary to support the County following a disaster.*

## Professional Certifications, Training, and Licensing

Tetra Tech is committed to providing our customers with quality technical products and services while meeting the highest level of ethical and regulatory standards and performance in our jobs. In addition, our environmental health and safety program helps our business operate in a manner that protects the health and safety of our employees, customers, business partners, community neighbors, and the environment.

Tetra Tech remains abreast of the latest guidance, issues being debated, and current best practices through participation in expert groups, attendance in training and conference sessions, and working with national experts in disaster recovery operations, emergency management, national security, information technology, public health, transportation, and critical infrastructure protection.

Our proposed team possesses many of the key certifications necessary to provide quality technical services and have attended numerous training courses related to debris operations and emergency management. Some of these include, but are not limited to:

- Occupational Safety and Health Administration (OSHA) Disaster Site Worker Course
- OSHA 10-Hour Construction Safety Certification
- OSHA 40-Hour HAZWOPER Certification
- G-202 Debris Management
- IS 100: Introduction to Incident Command System
- IS-120: Introduction to Exercises
- IS-200: Basic Incident Command
- IS-547: Introduction to Continuity of Operations (COOP)
- IS-631: Public Assistance Operations I
- IS-632: Introduction to Debris Operations
- IS-634: Introduction to FEMA's Public Assistance Program
- IS-700: National Incident Management System
- IS-800: National Response Program

Additionally, all collection and disposal monitors and field supervisors must attend a debris monitoring training session prior to working. These training sessions are delivered by experienced trainers and provide the information

required to facilitate accurate field monitoring. Tetra Tech also conducts daily “tailgate” safety sessions with field employees to alert them of potential work hazards and review safe work practices.

## Proposed Staff

### SENIOR MANAGEMENT TEAM

Our senior management team will provide expert oversight and assistance at critical junctures and is prepared to assist the project management team for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise.

- **Mr. Jonathan Burgiel** has 31 years of experience in solid waste and disaster recovery. His disaster-related work has included serving as principal in charge of over 100 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters. Mr. Burgiel has provided senior management leadership to communities in Puerto Rico (Hurricane Maria); Miami Dade County and the City of Winter Park (Hurricane Irma); Richland County, South Carolina (Historic 1,000 Flooding Event); the New Jersey Department of Environmental Protection (NJDEP) (Hurricane Sandy); State of Connecticut (Hurricane Sandy); State of Louisiana (Hurricane Isaac); City of New Orleans, LA (Hurricane Katrina Residential Demolition Program); and Harris County, Texas (Hurricane Ike), to name a few.
- **Mr. Ralph Natale** is an expert in FEMA Public Assistance (PA) Grant Program reimbursement policies and has administered nearly 230 projects in his 13-year career. Mr. Natale has served as a principal in charge or project manager in response to some of the country’s largest debris-generating disasters, including NORCAL and SOCAL Wildfires, Hurricanes Harvey, Irma, Matthew, Katrina, Ike and Sandy. This includes managing and documenting the removal of over 46 million cubic yards (CYs) of debris and over 1.3 million hazardous trees. This and the program management of over 9,600 demolitions total over 2.5 billion dollars of reimbursed invoices. He currently serves as principal in charge for several of the firm’s response efforts in California following the devastating fires and for 38 communities following Hurricane Harvey in Texas.
- **Ms. Anne Cabrera** has worked nationwide on numerous major post-disaster activations since Hurricane Wilma in 2005. She has served in a variety of roles focusing on reimbursement for more than \$2 billion from the FEMA. Ms. Cabrera has worked on behalf of cities and counties throughout the United States and is a highly regarded expert in the debris management industry. In addition to her work with post-disaster recovery operations, Ms. Cabrera has worked with a number of clients on their longer-term financial recovery, including serving as a technical resource to clients during implementation of the FEMA PA program and other federal grant programs and assisting in the preparation, development, and review of FEMA PA project worksheets (PWs) for disaster-related activities, state appeals, and close out processes.
- **Mr. Jeff Dickerson, GIS Analyst** has more than 30 years of experience in program management and information technology and is the principal system architect of our automated debris management system (ADMS), RecoveryTrac™. Mr. Dickerson has managed numerous large disaster response operations with over 1,000 field monitors, coordinated the operation of 24-hour data processing centers (some with nearly 100 personnel), and provided technical support for a debris management database to track over 1,000 trucks and the documentation for over 5 million CYs of debris brought to clients’ debris management sites. Mr. Dickerson has led deployment and logistics efforts for some of the firm’s largest debris monitoring efforts. Most recently, he oversaw the deployment of over 6,000 field units to over 100 clients following Hurricanes Harvey, Irma, and Maria.
- **Mr. John Buri, Client Liaison**, is a versatile emergency management, disaster mitigation, response and recovery, and grant management professional with 16 years of experience. Mr. Buri has provided senior management oversight on 22 major disasters declarations for over 100 clients since 2007, representing over \$6 billion in disaster-related grants. He has responded to numerous large-scale activations and engages with FEMA and state regulatory agencies and debris contractors in addition to providing FEMA PA consulting for

SECTION 3: QUALIFICATIONS/EXPERIENCE

tasks and activities associated with each disaster recovery operation. Mr. Buri also is familiar with FEMA Hazard Mitigation Assistance, HUD CDBG-DR, and disaster funding strategies for local and state governments.

- **Mr. Oliver Yao** has over 12 years of disaster recovery experience and has supported response efforts to some of the largest disasters to affect the United States, including Hurricanes Katrina, Ike, Sandy, Matthew, and Harvey. Mr. Yao has developed standard operating procedures (SOP) for documentation and data management that assist our clients during closeout and audit. He has also provided local governments across the country with debris management consulting services. Mr. Yao is a leading subject matter expert in reimbursement documentation and closeout audit support. In addition, Mr. Yao has assisted numerous local governments with FEMA appeals following Hurricanes Charley, Frances, Jeanne, Wilma, and Matthew

**PROJECT MANAGEMENT TEAM**

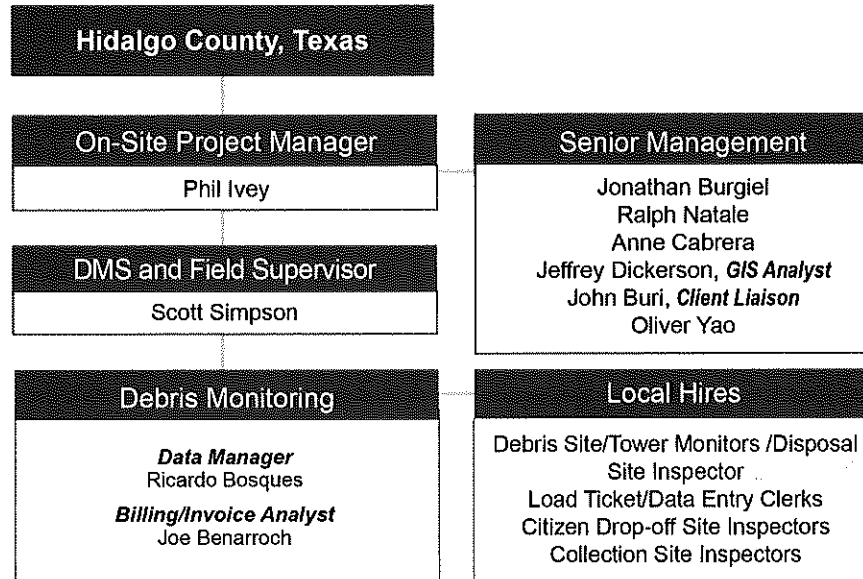
In addition to our senior management team, our dedicated project management team consists of disaster recovery professionals who are uniquely familiar with the policies, procedures, and requirements associated with providing disaster recovery services. *Tetra Tech's staff members constitute an integrated team with unparalleled skills and experience that is uniquely qualified to manage the debris monitoring operations.*

| Name  | Summary of Qualifications   |
|---|---|
| <p><b>Phil Ivey</b><br/><i>On-Site Project Manager</i></p>        | <ul style="list-style-type: none"> <li>▪ <b>Over 12 years of experience</b> overseeing recovery operations in response to some of the country's largest debris-generating disasters and has worked in communities stretching from the Gulf Coast region to upstate New York.</li> <li>▪ Provides FEMA-related guidance during times of activation based on his extensive experience managing disaster recovery efforts including debris collection and disposal and developing project worksheets to accurately record the data to ensure proper reimbursement, payment reconciliation, and guidance on adhering to local, state, and federal regulations and policies governing debris collection and disposal.</li> <li>▪ Served as Project Manager for Hidalgo County following Hurricane Dolly, where he was able to add the removal of hazardous trees, branches, and stumps from many of the Hidalgo County parks, and was also able to help get most of the vegetative debris recycled rather than burned or taken to a local landfill.</li> </ul> |
| <p><b>Scott Simpson</b><br/><i>DMS &amp; Field Supervisor</i></p> | <ul style="list-style-type: none"> <li>▪ <b>Over 20 years of experience</b> providing program management services for response and recovery</li> <li>▪ Provides quality control of debris site/tower monitors, field coordinators, and project inspectors and ensuring that all documentation that is being captured is FEMA-compliant during debris removal operations. Also responsible for the management of locally hired additional supervisors and field monitors, project timeline, and tasking.</li> <li>▪ Served as Project Manager for Fort Bend County, Texas following Hurricane Harvey where he was responsible for program oversight, task order preparation, forecasting, and quality assurance</li> </ul>   |
| <p><b>Ricardo Bosques</b><br/><i>Data Manager</i></p>             | <ul style="list-style-type: none"> <li>▪ Has over 3 years of experience as a data manager, where his understanding of FEMA eligibility and documentation requirements for public assistance debris removal programs have aided him in quality control and oversight of multiple projects.</li> <li>▪ Has served as data manager on several private property debris removal (PPDR) programs and hanging limbs/hazardous tree removal programs.</li> <li>▪ Provided support to multiple Texas communities following Hurricane Harvey and flooding events.</li> </ul>  |
| <p><b>Joe Benarroch</b><br/><i>Billing/Invoice Analyst</i></p>    | <ul style="list-style-type: none"> <li>▪ Regional data manager and invoice reconciliation manager responsible for oversight and management of field data managers and invoice analysts.</li> <li>▪ Areas of expertise include Federal Emergency Management Agency (FEMA) eligibility and documentation requirements, private property debris removal packet management, database management, project reporting, and our ADMS, RecoveryTracTM.</li> </ul>  |

| Name | Summary of Qualifications   |
|------|---|
|      | <ul style="list-style-type: none"> <li>Deployed as a regional data manager for multiple Texas communities following the aftermath of Hurricane Harvey.</li> </ul> |

Exhibit 3-1 shows our proposed project team organizational structure. *Résumés have been included at the end of this section.*

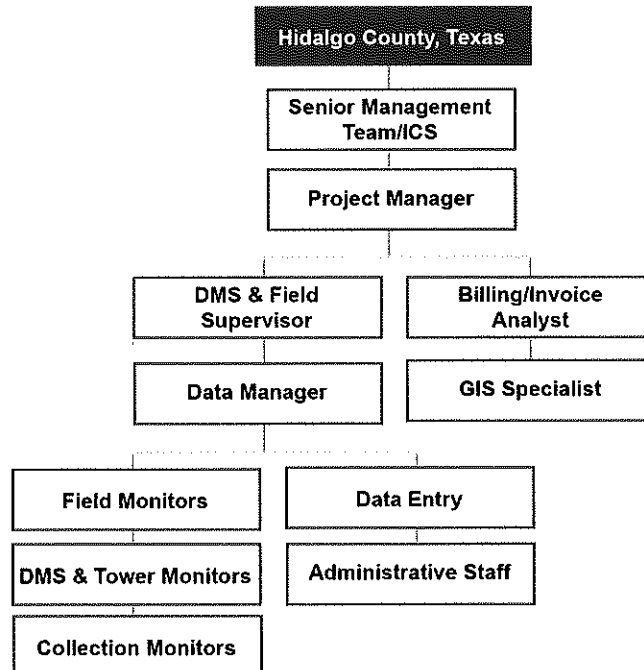
Exhibit 3-1: Project Team Organizational Chart



## ORGANIZATIONAL STRUCTURE

Tetra Tech's project team can scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects.

Exhibit 3-2: Chain of Command



The proposed organization/management structure for activation within County is based on industry best practices and an understanding of geography and the distinct management responsibilities of each position. Exhibit 3-2 shows our chain of command structure, along with associated responsibilities and relationships for key personnel.

- **Project Manager.** Our project manager, Mr. Phil Ivey, will be responsible for implementation of specific programs tasked by the County through purchase orders. He is also responsible for program oversight, task order preparation, forecasting, and quality assurance. The project manager will serve as a consistent point of contact for the County's debris managers and will provide a bridge between any preparedness and post-disaster response activities.
- **Client Liaison.** Our client liaison, John Buri will be responsible for managing the interactions with the County during times of normalcy, including any pre-season meetings and trainings. Mr. Buri will also provide a bridge between any preparedness and post-disaster response activities.
- **DMS and Field Supervisor.** Our DMS and Field Supervisor, Mr. Scott Simpson, will be responsible for the implementation of Tetra Tech's work plans, dispatching field personnel, staffing, safety, field logistics, and training. He will oversee collection and disposal monitoring operations and coordinate daily with the project manager. Mr. Simpson will also function as the project health and safety manager. Additionally, during debris removal operations, Mr. Simpson will be responsible for the quality control of debris site/tower monitors, field coordinators, and project inspectors and verifying that documentation that is being captured is FEMA-compliant. He will verify that monitors retain their training and will respond to issues as they occur in the field. Mr. Simpson will also be tasked with the management of locally hired additional supervisors and field monitors, project timeline, and current tasking.
- **Field Monitors.** Locally hired field monitors will use RecoveryTrac™ to track and record the metrics used to manage the project and document debris being collected from County roadways. Field monitors will also use RecoveryTrac™ to document missed piles, ineligible piles, homeowner interaction, safety concerns, contractor equipment, contractor damages and more. Field monitors will report to our lead field supervisor, who will be held accountable for their actions.
- **DMS & Tower Monitors.** Locally hired DMS/tower monitors are responsible for tracking and documenting debris as it enters a debris management site (DMS) or final disposal site using RecoveryTrac™. They will be making volumetric load calls using the methodology provided in our proposal. DMS/tower monitors will also be required to keep backup logs and assist in truck certification as needed.
- **Data Manager.** Our data manager, Mr. Ricardo Bosques, will be responsible for multiple functions during debris removal activities, including reporting and QA/QC of ADMS documentation in the field along with storing the documentation in preparation for future audits. He will validate documentation and metrics being reported as accurate and on-schedule.
- **Billing/Invoice Analyst.** As billing/invoice analyst, Mr. Joe Benarroch will work with our data manager to enter, tabulate, and organize collection and disposal data into FEMA-required formats. She will develop regular updates on the quantities and types of debris collected and will provide QA/QC processes for the review and verification of field and debris contractor-provided data in support of invoices.
- **GIS Specialist.** As GIS specialist for the County, Mr. Jeffery Dickerson will be needed to support several functions during debris removal. Mr. Jeffery Dickerson may be called on to produce maps or overlays as a quality control function of our data manager or project manager as custom reports are requested by the County. This may also include field audits or analysis of disposal data as needed.
- **Data Entry Clerks.** Locally hired load ticket/data entry clerks will be responsible for entering load tickets and other supporting documentation into RecoveryTrac™ if paper tickets are used. If utilizing the RecoveryTrac™, there will be no need for the load ticket data entry clerk position.
- **Administrative Assistants.** Locally hired administrative assistants are responsible for proper time-keeping for all project employees, which includes time sheets and monitor log management. They also aid in project

scheduling, assist homeowners with inquiries regarding the private property debris removal program, and facilitate the homeowner application process.

## Knowledge and Expertise in Debris Management

### Recent Debris Monitoring Experience

Our team has vast experience providing disaster management, recovery, and consulting services to state and local government agencies. Our approach includes partnering with our clients to establish and test the necessary plans and procedures before a disaster strikes and assisting with disaster response and recovery operations as well as post-disaster grant management. Exhibit 3-3 provides an abbreviated experience matrix for projects conducted since 2001. Profiles and references from specific projects are featured in Section 8: References. Tetra Tech can provide additional projects and information upon request.

Exhibit 3-3: Experience Matrix (2001–2019)

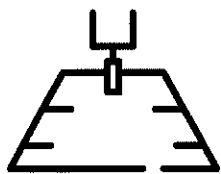
### EXPERIENCE AT A GLANCE...

# 65 EVENTS 2001 - 2019

|   |   |  |  |
|---|---|--|--|
| <b>2019</b><br>TORNADOES - 2 Clients<br><b>2018</b><br>HURRICANE MICHAEL - 13 Clients<br>HURRICANE FLORENCE - 12 Clients<br>WILDFIRES - 1 Client<br><b>2017</b><br>WILDFIRES - 2 Clients<br>HURRICANE MARIA - 1 Client<br>HURRICANE IRMA - 67 Clients<br>HURRICANE HARVEY - 38 Clients<br>TX & GA TORNADOES - 2 Clients<br><b>2016</b><br>HURRICANE MATTHEW - 34 Clients<br>SEVERE STORMS & FLOODING - 2 Clients<br>WILDFIRES - 2 Clients<br>FLOODING - 6 Clients<br><b>2015</b><br>WILDFIRES - 2 Clients<br>SEVERE STORMS - 3 Clients<br>FLOODING - 10 Clients | <b>2014</b><br>FLOODING - 1 Client<br>TORNADOES - 2 Clients<br>ICE STORM - 7 Clients<br><b>2013</b><br>ICE STORM - 2 Clients<br>FLOODING - 1 Client<br><b>2012</b><br>HURRICANE SANDY - 13 Clients<br>HURRICANE ISAAC - 5 Clients<br>TEXAS DROUGHT -<br>TROPICAL STORM DEBBY - 3 Clients<br><b>2011</b><br>NOR'EASTER WINTER STORMS - 19 Clients<br>TEXAS DROUGHT - 1 Client<br>TEXAS WILDFIRES - 1 Client<br>HURRICANE IRENE - 22 Clients<br>TORNADOES - 4 Clients | <b>2010</b><br>FLOODING - 2 Clients<br>TORNADOES - 1 Client<br>ICE STORMS - 1 Client<br><b>2009</b><br>ICE STORMS - 1 Client<br>SNOW STORMS - 2 Clients<br><b>2008</b><br>HURRICANE IKE - 78 Clients<br>HURRICANE GUSTAV - 7 Clients<br>TROPICAL STORM FAY - 3 Clients<br>HURRICANE DOLLY - 30 Clients<br>MIDWEST FLOODING - 2 Clients<br><b>2007</b><br>MIDWEST ICE STORM - 2 Clients<br>GROUNDHOG DAY TORNADOES - 2 Clients<br>MIDWEST SNOW STORMS - 3 Clients | <b>2006</b><br>BUFFALO SNOW STORMS - 6 Clients<br><b>2005</b><br>HURRICANE WILMA - 17 Clients<br>HURRICANE RITA - 3 Clients<br>HURRICANE KATRINA - 11 Clients<br>HURRICANE DENNIS - 5 Clients<br><b>2004</b><br>HURRICANE JEANNE - 2 Clients<br>HURRICANE IVAN - 3 Clients<br>HURRICANE FRANCES - 2 Clients<br>HURRICANE CHARLEY - 2 Clients<br><b>2002</b><br>HURRICANE LILI - 1 Client<br><b>2001</b><br>TROPICAL STORM GABRIELLE - 1 Client |
|---|---|--|--|

# 320

## COMMUNITIES IN 24 STATES & 1 US TERRITORY



120,270,158

TOTAL CUBIC YARDS OF DEBRIS  
EQUIVALENT TO 120,062 FOOTBALL FIELDS

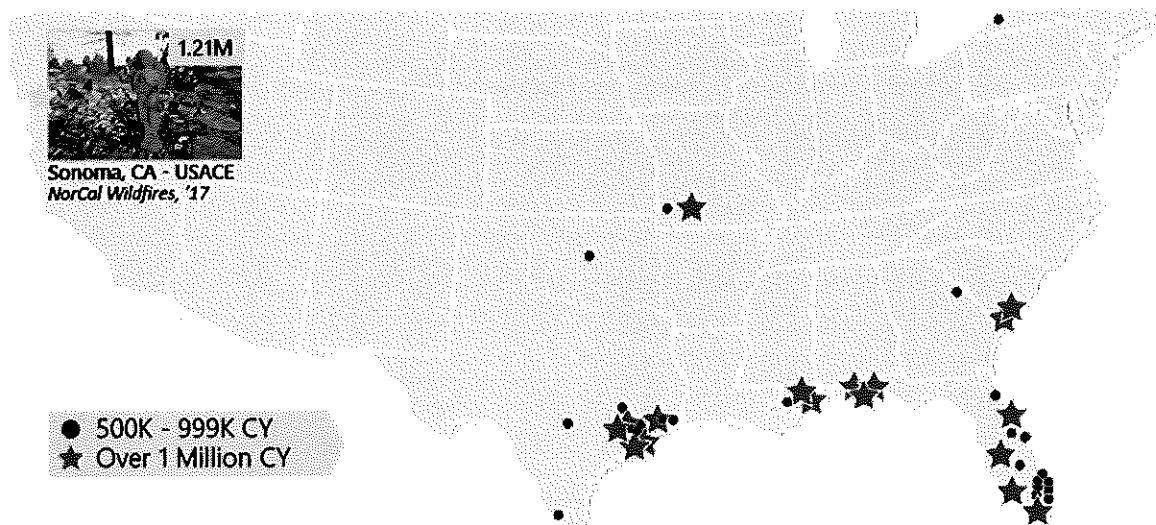
- 111,246,188 TOTAL CUBIC YARDS OF DEBRIS
- 6,399,127 TOTAL CUBIC YARDS OF DEBRIS
- 568,698 TOTAL CUBIC YARDS OF DEBRIS
- 207,250 TOTAL CUBIC YARDS OF DEBRIS
- 548,895 TOTAL CUBIC YARDS OF DEBRIS
- 1,300,000 TOTAL CUBIC YARDS OF DEBRIS

- 22 HURRICANES
- 9 SNOW/ICE WINTER STORMS
- 8 TORNADOES
- 4 TROPICAL STORMS
- 8 FLOODS
- 14 WILDFIRES/DROUGHTS

## Large-Scale Debris Monitoring Experience

Tetra Tech takes great pride in the reliability of our service. Clients count on us to respond in their time of need, and we deliver. Our team has never failed to respond to our clients' deployment and mobilization needs, regardless of location or type of disaster. Our services under these engagements included environmental permitting, debris management sites (DMS) monitoring, contractor invoice reconciliation, and federal grant reimbursement support.

Exhibit 3-4: Large Project Experience



### Summary of Projects Over 1 Million (M) Cubic Yards




|   |   |  |  |   |
|---|---|--|--|---|
|  <p>5.46M</p> <p>Houston, TX<br/>Hurricane Ike, '08</p>            |  <p>5.38M<br/>1.38M</p> <p>Escambia County &amp; Pensacola, FL<br/>Hurricane Ivan, '04</p> |  <p>3.49M</p> <p>Collier County, FL<br/>Hurricane Irma, '17</p>     |  <p>3.28M</p> <p>Miami-Dade County, FL<br/>Hurricane Irma, '17</p>   |  <p>2.89M</p> <p>Gulfport, MS<br/>Hurricane Katrina, '05</p>           |
|  <p>2.69M</p> <p>Bolivar Peninsula, TX<br/>Hurricane Ike, '08</p>  |  <p>2.57M</p> <p>Miami-Dade County, FL<br/>Hurricane Wilma, '05</p>                        |  <p>2.49M</p> <p>Harrison County, MS<br/>Hurricane Katrina, '05</p> |  <p>2.39M</p> <p>Harris County, TX<br/>Hurricane Ike, '08</p>        |  <p>2.18M</p> <p>Hilton Head Island, SC<br/>Hurricane Matthew, '16</p> |
|  <p>2.03M</p> <p>Houston, TX<br/>Hurricane Harvey, '17</p>         |  <p>1.81M</p> <p>Galveston, TX<br/>Hurricane Ike, '08</p>                                  |  <p>1.71M</p> <p>Polk County, FL<br/>Hurricane Irma, '17</p>        |  <p>1.70M</p> <p>Santa Rosa County, FL<br/>Hurricane Dennis, '05</p> |  <p>1.60M</p> <p>Beaufort County, SC<br/>Hurricane Matthew, '16</p>    |
|  <p>1.59M</p> <p>Escambia County, FL<br/>Hurricane Dennis, '05</p> |  <p>1.48M</p> <p>Jefferson County, TX<br/>Hurricane Rita, '05</p>                          |  <p>1.44M</p> <p>Springfield, MO<br/>Snowstorms, '07</p>            |  <p>1.29M</p> <p>Harris County, TX<br/>Hurricane Harvey, '17</p>     |  <p>1.05M</p> <p>Volusia County, FL<br/>Hurricane Matthew, '16</p>     |

Photo Source | FEMA.gov

## Past Performance

In compliance with the County's request for proposals, Exhibit 3-5 lists references for clients within the past ten (10) years with whom Tetra Tech has performed similar services. *Tetra Tech can provide additional projects and information upon request. Additionally, FEMA contacts very often change throughout the course of a project and Tetra Tech is happy to communicate with FEMA on behalf of our clients, when requested.*

Exhibit 3-5: Past Performance

| Client Name and Address   | Contact Name & Phone   | Value & Amount Reimbursed | Description of Services  |
|---|--|---------------------------|--|
| <b>Tropical Storm Imelda – 2019   Total Clients – 2</b>   |  |                           |  |
| <b>Harris County</b><br>10555 Northwest Freeway,<br>Suite 210<br>Houston, TX 77092                                  | Danielle Cioce<br>(551) 427-6581<br>danielle.cioce@hcid.org            | \$195,525.50              | Debris Monitoring Services / September 2019 – October 2019 / 15,907 CY     |
| <b>Jefferson County</b><br>1149 Pearl Street<br>Beaumont, TX 77701  | Patrick Swain<br>(409) 835-8500<br>pswain@co.jefferson.tx.us           | \$208,610.25              | Debris Monitoring Services / September 2019 – November 2019 / 57,429 CY    |
| <b>Alabama Severe Storms and Tornadoes – 2019   Total Clients – 1   Representative Clients:</b>                     |  |                           |  |
| <b>Lee County, AL</b><br>100 Orr Avenue<br>Opelika, AL  | Patrick Harvill<br>(334) 737-7011                                      | \$375,000                 | Disaster Debris Program Management / March 2019 – Ongoing / 170,000 CY     |
| <b>Hurricane Michael – 2018   Total Clients – 13   Representative Clients:</b>                                      |  |                           |  |
| <b>Lynn Haven, City of, FL</b><br>825 Ohio Avenue<br>Lynn Haven, FL 32444   | Vickie Gainer<br>(850) 265-2121 ext 112<br>vgainer@cityoflynnhaven.com | \$3,226,800               | Disaster Debris Program Management / October 2018 - Ongoing / 1,280,400 CY |
| <b>Callaway, City of, FL</b><br>6601 E. Hwy 22<br>Callaway, FL 32404  | Ed Cook<br>(850) 215-6691<br>citymanager@cityofcallaway.com            | \$1,150,500               | Disaster Debris Program Management / October 2018 – Ongoing / 1,468,100 CY |
| <b>Parker, City of, FL</b><br>1001 W Park Street<br>Parker, FL 32404  | Rich Musgrave<br>850-871-4104<br>richmusgrave@cityofparker.com         | \$508,920                 | Disaster Debris Program Management / October 2018 – May 2019 / 548,800 CY  |
| <b>Wakulla County, FL</b><br>Board of County Commissioners<br>3093 Crawfordville Highway<br>Crawfordville, FL 32327 | Brandy Raye King<br>(850) 745-7711<br>bking@mywakulla.com              | \$341,704.25              | Disaster Debris Program Management / October 2018 – March 2019 / 38,085 CY |
| <b>Franklin County, FL</b><br>28 Airport Road<br>Apalachicola, FL 32320   | Pamela Brownell<br>(850) 653-8977, ext. 10<br>Em3frank@fairpoint.net   | \$548,949                 | Debris Monitoring Services / October 2018 – March 2019 / 126,087 CY        |
| <b>Albany County, GA</b><br>2104 Habersham Road<br>Albany, GA 31701   | Phil Roberson<br>(229) 357-0667<br>PRoberson@dougherty.ga.us           | \$2,008,025               | Disaster Debris Program Management / October 2018 – May 2019 / 363,000 CY  |

SECTION 3: QUALIFICATIONS/EXPERIENCE

| Client Name and Address  | Contact Name & Phone   | Value & Amount Reimbursed | Description of Services   |
|--|--|---------------------------|---|
| <b>Dougherty County, GA</b><br>222 Pine Avenue<br>Albany, GA 31702-1827                          | Michael McCoy<br>(229) 431-2193<br>MMcCoy@dougherty.ga.us                  | \$2,008,025               | Disaster Debris Program Management / October 2018 – May 2019 / 207,000 CY   |
| <b>Hurricane Florence – 2018   Total Clients – 12   Representative Clients:</b>                  |  |                           |   |
| <b>New Bern, City of, NC</b><br>300 Pollock Street<br>New Bern, NC 28560                         | Matt Montanye<br>(252) 646-3984<br>MontanyeM@newbern-nc.org                | \$665,351.50              | Debris Monitoring Services / September 2018 – January 2019 / 155,400 CY   |
| <b>Craven County, NC</b><br>406 Craven Street<br>New Bern, NC 28560                              | Solon “Rusty” Cotton<br>(252) 670-5793                                     | \$414,147                 | Disaster Debris Program Management / September 2018 – January 2019 / 59,800 CY  |
| <b>Lenoir County, NC</b><br>200 Rhodes Ave<br>Kinston, NC 28501                                  | Samuel Kornegay<br>(252) 361-1788  | \$249,918                 | Disaster Debris Program Management / September 2018 – November 2018 / 35,000 CY   |
| <b>Fayetteville, City of, NC</b><br>433 Hay Street<br>Fayetteville, NC 28301                     | Jackie Tuckey<br>(910) 433-1854<br>jtuckey@ci.fay.nc.us                    | \$560,405                 | Disaster Debris Program / September 2018 – December 2018 / Management / 135,000 CY  |
| <b>California Wildfires – 2017-18   Total Clients – 4 (6 Wildfires)</b>                          |  |                           |   |
| <b>CalRecycle, CA</b><br>1001 I Street, P.O. Box 4025<br>Sacramento, CA 95812                    | Alan Zamboanga<br>(916) 341-6450   | \$1,500,000,000           | Cost management of fire damaged properties, Private property debris removal / September 2015–Ongoing / 2,278,740 tons of debris |
| <b>Hurricane Irma – 2017   Total Clients – 67   Representative Clients:</b>                      |  |                           |   |
| <b>Miami-Dade County, FL</b><br>111 NW 1st Street, 16 Floor<br>Miami, FL 33128                   | Michael Fernandez<br>(786) 473-7314<br>michael.fernandez@miamidade.gov     | \$15,315,654              | Disaster Recovery and Debris Management / September 2017–July 2018 / 3,558,943 CY   |
| <b>Polk County, FL</b><br>300 Sheffield Road<br>Winter Haven, FL 33880                           | Jay M. Jarvis, P.E<br>(863) 581-0163<br>JayJarvis@polk-county.net          | \$6,190,877               | Disaster Debris Program Management / September 2017 - September 2018 / 2,244,330 CY   |
| <b>Collier County, FL</b><br>3339 Tamiami Trail East<br>Suite 302<br>Naples, FL 34112            | Dan Rodriguez<br>(239) 252-2504<br>danrodriguez@colliergov.net             | \$5,130,000               | Disaster Debris Management Plan and Debris Monitoring / September 2017 – July 2018 / 4,004,300 CY                               |
| <b>Miami, City of, FL</b><br>1290 NW 20th Street<br>Miami, FL, 33142                             | Mario Nunez<br>(786) 479-4097<br>MFNunez@miamigov.com                      | \$3,911,307               | Disaster Debris Program Management / September 2017– July 2018 / 540,053 CY   |
| <b>Seminole County, FL</b><br>1950 S.R. 419<br>Longwood, FL 32750                                | Jeff Waters<br>(407) 665-2253<br>jwaters02@seminolecountyfl.gov            | \$2,250,000               | Disaster Debris Program Management / September 2017 – August 2018 / 821,301 CY  |
| <b>Brevard County, FL</b><br>2725 Judge Fran Jamieson Way, Bldg. A, Suite 118<br>Viera, FL 32940 | Euripides Rodriguez<br>(321) 633-2042<br>Euripides.rodriguez@brevardfl.gov | \$1,292,085               | Disaster Debris Program Management / September 2017 – March 2018 / 653,953 CY   |

SECTION 3: QUALIFICATIONS/EXPERIENCE

| Client Name and Address  | Contact Name & Phone  | Value & Amount Reimbursed | Description of Services   |
|--|---|---------------------------|---|
| <b>Charlotte County, FL</b><br>7000 Florida Street<br>Punta Gorda, FL 33950-5798       | John Elias<br>(941) 575-646<br>john.elias@charlo<br>ttecountyfl.gov         | \$412,000                 | Disaster Debris Program Management /<br>September 2017- June 2018 / 6,208 tons of<br>debris     |
| <b>Pinellas County, FL</b><br>22211 US Hwy 19N, Bldg 1<br>Clearwater, FL 33765         | Sean Tipton<br>(727) 464-8809<br>stipton@co.pinella<br>s.fl.us              | \$1,759,698.00            | Disaster Debris Program Management /<br>September 2017- November 2018 / 380,000 CY              |
| <b>Holly Hill, City of, FL</b><br>453 LPGA Blvd.<br>Holly Hill, FL 32117               | Antoine Khoury<br>(386) 248-9493<br>akhoury@hollyhillf<br>l.org             | \$115,000                 | Disaster Debris Program Management /<br>September 2017- June 2018 / 46,876 CY                   |
| <b>South Daytona, City of, FL</b><br>1770 Seagrave Street<br>South Daytona, FL 32119   | Les Gillis, P.E.<br>(386) 322-3080<br>lgillis@southdayto<br>na.org          | \$79,534.00               | Disaster Debris Program Management /<br>September 2017 - March 2018 / 27,908 CY                 |
| <b>Hurricane Harvey – 2017   Total Clients – 31   Representative Clients:</b>          |   |                           |   |
| <b>Brazoria County, TX</b><br>451 N Velasco, Suite 230<br>Angleton, Texas 77515        | Trey Haskins<br>979.583.7657<br>treyh@brazoria-<br>county.com               | \$1,070,575               | Disaster Debris Monitoring / September 2017 –<br>January 2018 /                                 |
| <b>Bellaire, City of, TX</b><br>7008 S. Rice Venue<br>Bellaire, TX 77401               | Mike Leech<br>(713) 662-8154<br>mleech@bellairet<br>x.gov                   | \$188,889.50              | Disaster Debris Monitoring / September 2017 –<br>May 2018                                       |
| <b>Corpus Christi, City of, TX</b><br>2525 Hygeia St.<br>Corpus Christi, TX 78415      | Gabriel<br>Maldonado<br>(361) 826-3165<br>gabrielm@cctexa<br>s.com          | \$1,037,930               | Disaster Debris Monitoring / August 2017 –<br>March 2018 / 536, 074 CY                          |
| <b>Dickinson, City of, TX</b><br>4403 Highway 3<br>Dickinson, Texas 77539              | Chris Heard<br>(816) 651-8929<br>cheard@ci.dickins<br>on.tx.us              | \$678,086                 | Disaster Debris Monitoring / September 2017–<br>April 2019 /<br>182,354 CY                      |
| <b>Fort Bend County, TX</b><br>307 Fort Street<br>Richmond, TX 77469                   | Marc Grant<br>Phone #: (832)<br>473-2730<br>grantmar@co.fort-<br>bend.tx.us | \$1,028,474               | Disaster Debris Monitoring and Grant<br>Management / September 2017 – June 2018 /<br>338,277 CY |
| <b>Friendswood, City of, TX</b><br>1600 Whitaker Drive<br>Friendswood, TX 77546        | Brian Mansfield<br>(281) 996-3335<br>bmansfield@ci.fri<br>endswood.tx.us    | \$747,162                 | Disaster Debris Management Services / August<br>2017–February 2018 / 135,957 CY                 |
| <b>Galveston County, TX</b><br>823 Rosenberg<br>Galveston, TX 77553                    | Nikki Bender<br>(409) 765-3710  | \$110,019.59              | Disaster Debris Monitoring / September 2017 –<br>November 2017 / 33,261 CY                      |
| <b>Harris County, TX</b><br>10555 Northwest Freeway,<br>Suite 210<br>Houston, TX 77092 | Danielle Cioce<br>(551) 427-6581<br>danielle.cioce@hc<br>pid.org            | \$3,700,000               | Disaster Debris Program Management / August<br>2017 – May 2018 / 1,129,652 CY                   |
| <b>Houston, City of, TX</b><br>611 Walker Street, 12th Floor                           | Joanne Song Yu<br>(832) 393-0484  | \$7,964,528               | Disaster Debris Monitoring / August 2017 –<br>February 2019 / 2.5M CY                           |

SECTION 3: QUALIFICATIONS/EXPERIENCE

| Client Name and Address  | Contact Name & Phone  | Value & Amount Reimbursed | Description of Services   |
|--|---|---------------------------|---|
| Houston, TX 77002  | Joanne.Song@houston.tx.gov  |                           |   |
| <b>Humble, City of, TX</b><br>100 W. Main St.<br>Humble, TX 77338                                      | James Nykaza<br>(281) 853-7832<br>jnykaza@cityofhumble.net                              | \$128,269                 | Disaster Debris Monitoring / September 2017 – November 2017 / 22,737 CY         |
| <b>Jefferson County, TX</b><br>1149 Pearl Street, 7th Flr.<br>Beaumont, TX 77701                       | Patrick Swain<br>(409) 835-8500   | \$789,729.61              | Disaster Debris Monitoring / September 2017 – December 2017 / 21,493 CYs        |
| <b>Katy, City of, TX</b><br>5454 Franz Road<br>Katy, Texas 77493                                       | Jason Rivera<br>(281) 391-4796<br>jrivera@cityofkaty.com                                | \$127,583                 | Disaster Debris Monitoring / September–November 2017 / 24,000 CY                |
| <b>Liberty County, TX</b><br>2400 Beaumont Avenue<br>Jail Administration Bldg.<br>Liberty, Texas 77575 | Crista Beasley<br>Adams<br>(936) 334.3219   | \$789,792.61              | Disaster Debris Monitoring / October 2017 – February 2018 / 13,595 CY           |
| <b>League City, City of, TX</b><br>300 W Walker St<br>League City, Texas 77573                         | Ogden "Bo" Bass,<br>AICP (281) 554-1007<br>Bo.Bass@leaguecitytx.gov                     | \$493,774                 | Disaster Debris Monitoring / September 2017 – December 2017 / 116,461 CY        |
| <b>Montgomery County, TX</b><br>9472 Airport Road<br>Conroe, TX 77303                                  | Darren Hess<br>(936) 523-3910<br>Darren.Hess@montgomerytx.org                           | \$902,000                 | Disaster Debris Monitoring / September 2017 – February 2018 / 119,572 CY        |
| <b>Nassau Bay, City of, TX</b><br>1800 Space Park Dr., Ste 200<br>Nassau Bay, TX 77058                 | Jamie L. Galloway<br>(281) 336-6298<br>jamie.galloway@nassaubay.com                     | \$44,250                  | Disaster Debris Monitoring / September 2017 – October 2017 / 6,323 CY           |
| <b>Orange County, TX</b><br>100 Main Plaza, New Braunfels,<br>TX 78130                                 | Joel Ardoin<br>(409) 745.9717<br>jardoin@co.orange.tx.us                                | \$1,636,027.37            | Disaster Debris Monitoring / September 2017 – January 2018                      |
| <b>Pasadena, City of, TX</b><br>1149 Ellsworth Drive<br>Pasadena, TX 77506                             | Robin S. Green,<br>Jr., P.E.<br>(713) 475-7836  | \$162,944                 | Disaster Debris Monitoring / September 6, 2017 – September 27, 2017 / 30,164 CY |
| <b>Pearland, City of, TX</b><br>3519 Liberty Drive<br>Pearland, TX 77581                               | Joel Hardy<br>(281) 652-1795  | \$293,498                 | Disaster Debris Monitoring / September 2017 – October 2017 / 54,701 CY          |
| <b>Seabrook, City of, TX</b><br>1100 Red Bluff Road<br>Seabrook, TX 77586                              | Kevin Padgett<br>(281) 291-5656   | \$26,526                  | Disaster Debris Monitoring / September 9, 2017 – September 29, 2017 / 1,592 CY  |
| <b>Sugarland, City of, TX</b><br>111 Gillingham Lane<br>Sugarland, TX 77478                            | Mike Goodrum<br>Phone (281) 275-2321<br>Fax: (281) 275-2465<br>mgoodrum@sugarlandtx.gov | \$61,111.50\$             | Disaster Debris Monitoring / September 2017 – October 2017 / 1,889 CY           |
| <b>Texas Department of Transportation – Brazoria and Harris County</b>                                 | Scott Estes<br>(409) 898.5857   | In progress               | Disaster Debris Monitoring / September 2017 – January 2018 / 12,253 CY          |

SECTION 3: QUALIFICATIONS/EXPERIENCE

| Client Name and Address   | Contact Name & Phone   | Value & Amount Reimbursed | Description of Services  |
|---|--|---------------------------|--|
|   | Scott.estes@txdot.gov  |                           |  |
| <b>Victoria, City of, TX</b><br>700 Main Center, Suite 101<br>Victoria, Texas 77901             | Darryl Lesak<br>(361) 485-3230<br>dlesak@victoristx.org                    | \$910,315                 | Disaster Debris Monitoring / September 2017-December 2017 / 199,262 CY           |
| <b>Victoria County, TX</b><br>101 N. Bridge St.,<br>Victoria, TX 77901                          | Danny Garcia<br>(361) 652-7057<br>dgarcia@vctx.org                         | \$429,793                 | Disaster Debris Monitoring / August 2017-January 2018 / 96,771 CY                |
| Wharton, City of, TX<br>1407 N. Richmond Rd. Ste. 100<br>Wharton, TX 77488                      | Steve Johnson<br>(979) 532.1123<br>sjohnson@cityofwharton.com              | \$138,724.75              | Disaster Debris Monitoring / September 2017-October 2017 / 20,318 CY             |
| <b>Texas Tornadoes – 2017   Total Clients -1</b>  |  |                           |  |
| <b>TX- Department of Transportation</b><br>125 East 11th St.<br>Austin, TX 78701                | Scott Estes<br>(409) 898.5857<br>Scott.estes@txdot.gov                     | \$181,601.21              | Disaster Debris Monitoring / May 2017- July 2017 / 92,737 CY                     |
| <b>Georgia Tornadoes – 2017   Total Clients – 2</b>   |  |                           |  |
| <b>Albany County, GA</b><br>2104 Habersham Road<br>Albany, GA 31701                             | Phil Roberson<br>(229) 357-0667  | \$2,008,025               | Disaster Debris Program Management / February 2017 – September 2017 / 380,000 CY |
| <b>Dougherty County, GA</b><br>222 Pine Avenue<br>Albany, GA 31702-1827                         | Michael McCoy<br>(229) 431-2193<br>MMcCoy@dougherty.ga.us                  | \$2,008,025               | Disaster Debris Program Management / February 2017 – September 2017 / 540,000 CY |
| <b>Hurricane Matthew - 2016   Total Clients – 34   Representative Clients:</b>                  |  |                           |  |
| <b>Brevard County, FL</b><br>2725 Judge Fran Jamieson Wa, Bldg. A, Suite 118<br>Viera, FL 32940 | Euripides Rodriguez<br>(321) 633-2042<br>Euripides.rodriguez@brevardfl.gov | \$1,728,431               | Disaster Debris Program Management / October 2016–January 2017 / 820,779 CY      |
| <b>New Smyrna, City of, FL</b><br>124 Industrial Park Avenue<br>New Smyrna Beach, FL 32168      | Faith G. Miller,<br>MPA, MMC<br>386-424-2202                               | \$364,730.39              | Disaster Debris Monitoring Services / October 2016 – January 2017 / 204,000 CY   |
| <b>St. Johns County, FL</b><br>2740 Industry Center Rd., St. Augustine, FL 32084                | Greg Caldwell<br>(904) 669-5221<br>gcaldwell@sjcfl.us                      | \$2,436,663               | Debris, C&D Monitoring / October 2016 – May 2018 / 712,705 CY                    |
| <b>Volusia County, FL</b><br>123 West Indiana Avenue<br>Room 402<br>Deland, FL 32720            | Arden Fontaine<br>(386) 736-5965<br>ext. 15621<br>afontaine@volusia.org    | \$1,967,757               | Debris Monitoring, Public Assistance / October 2016–February 2017 / 1,058,962 CY |
| <b>Beaufort County, SC</b><br>120 Shanklin Road<br>Beaufort, SC 29906                           | Pamela Cob<br>(843) 255-2721<br>pcobb@bcgov.net                            | \$2,486,000               | Disaster Response Monitoring / October 2016 – April 2017 / 1,609,243 CY          |
| <b>Hilton Head Island, SC</b><br>One Town Center Court  | Jennifer Lyle<br>(843) 341-4779  | \$2,845,353               | Debris Monitoring / October 2016 – June 2017 / 2,187,080 CY                      |

SECTION 3: QUALIFICATIONS/EXPERIENCE

| Client Name and Address  | Contact Name & Phone   | Value & Amount Reimbursed | Description of Services  |
|--|--|---------------------------|--|
| Hilton Head Island, SC 29928   | jenniferl@hiltonheadislandsc.gov                                     |                           |  |
| <b>Port Orange, City of, FL</b><br>407 Virginia Avenue<br>Port Orange, FL 32127        | Matt Jones<br>(386) 506-5537<br>mjones@port-orange.org               | \$872,394                 | Debris Monitoring, Comprehensive Program Management / October 2016–January 2017 / 428,471 CY       |
| <b>Severe Storms and Flooding – 2016   Total Clients – 2</b>                           |  |                           |  |
| <b>Ascension Parish, LA</b><br>828 S. Irma Boulevard<br>Gonzales, LA, 70737            | Jerome Fournier<br>(225) 450-1371<br>JFournier@apgov.us              | \$1,000,000               | Debris Monitoring and Financial Recovery / August 2016 – May 2017 / 336,600 CY                     |
| <b>Iberville Parish, LA</b><br>58050 Meriam Street<br>Plaquemine, LA 70765             | Randall Dunn<br>(225) 776-1109<br>rdunn@ibervilleparish.com          | \$1,903,106               | Debris Monitoring / August 2016 – January 2017 / 50,000 CY   |
| <b>Severe Storms and Flooding – 2016</b>   |  |                           |  |
| <b>Brazoria County, TX</b><br>451 N Velasco, Suite 230<br>Angleton, Texas 77515        | Trey Haskins<br>979.583.7657<br>treyh@brazoria-county.com            | \$144,299                 | Disaster Debris Program Management and Monitoring Services / June 2016 – October 2016 / 21,212 CY  |
| <b>Fort Bend County, TX</b><br>301 Jackson Street<br>Richmond, TX 77469                | Marc Grant<br>(832) 473-2730<br>grantmar@co.fort-bend.tx.us          | \$263,121                 | Disaster Debris Monitoring Services / June 2016 – August 2016 / 48,015 CY                          |
| <b>Harris County, TX</b><br>10555 Northwest Freeway,<br>Suite 210<br>Houston, TX 77092 | Danielle Cioco<br>(551) 427-6581<br>danielle.cioco@hcpid.org         | \$233,861                 | Disaster Debris Monitoring and Management Services / April 2016 – May 2016 / 42,057 CY             |
| <b>Houston, City of, TX</b><br>611 Walker Street, 12th Floor<br>Houston, TX 77002      | Joanne Song Yu<br>(832) 393-0484<br>Joanne.Song@houston.tx.gov       | \$1,429,640               | Disaster Debris Monitoring Services / April 2016 – September 2016 / 195,763 CY                     |
| <b>Montgomery County, TX</b><br>9472 Airport Road<br>Conroe, TX 77303                  | Miranda Hahs<br>(936) 523-3903<br>Miranda.hahs@montgomerycounty.org  | \$93,138                  | Disaster Debris Program Management and Monitoring Services / April 2016 – October 2016 / 53,296 CY |
| <b>Waller County, TX</b><br>836 Austin St.<br>Hempstead, Texas 77445                   | Brian Cantrell<br>(979) 826-7785<br>b.cantrell@wallercounty.us       | \$20,571.93               | Disaster Debris Monitoring Services / May 2016 – July 2016 / 2,369 CY                              |
| <b>Wildfires – 2015</b>  |  |                           |  |
| <b>Lake County, CA</b><br>255 North Forbes Street<br>Lakeport, CA 95453                | Lars Ewing<br>(707) 262-1618<br>Lars.ewing@lakecountyca.gov          | \$1,000,000               | Debris Monitoring, PPDR / September 2015 – February 2016 / 100,000 CY                              |
| <b>Severe Storms/Tornadoes – 2015   Total Clients – 3</b>                              |  |                           |  |
| <b>Friendswood, TX</b><br>1600 Whitaker Drive,<br>Friendswood, TX 77546                | Brian Mansfield<br>(281) 996-3335<br>bmansfield@ci.friendswood.tx.us | \$19,330                  | Disaster Debris Management Services / November 1 – November 16, 2015 / 100,000 CY                  |

SECTION 3: QUALIFICATIONS/EXPERIENCE

| Client Name and Address   | Contact Name & Phone  | Value & Amount Reimbursed | Description of Services   |
|---|---|---------------------------|---|
| <b>Flooding – 2015   Total Clients – 10   Representative Client:</b>                        |   |                           |   |
| <b>Houston, City of, TX</b><br>611 Walker Street, 12th Floor<br>Houston, TX 77002           | Joanne Song Yu<br>(832) 393-0484<br>Joanne.Song@houston.tx.gov                      | \$3,232,591               | Debris Monitoring, C&D / May 2015 - August 2015 / 251,842 CY                    |
| <b>Caldwell County, TX</b><br>1703 South Colorado St.<br>Lockhart, TX 78644                 | Jordan Powell<br>(512) 934-4549<br>Jordan.powell@co.caldwell.tx.us                  | \$50,000                  | Disaster Debris Program Management / May 2015 – March 2016 / 1,321 CY           |
| <b>Bellaire, City of, TX</b><br>7008 S. Rice Venue<br>Bellaire, TX 77401                    | Mike Leech<br>(713) 662-8154<br>mleech@bellaire.tx.gov                              | \$14,929.24               | Debris Monitoring / May 2015 - August 2015 / 1,847 CY                           |
| <b>Hays County, TX</b><br>111 E. San Antonio Street,<br>Ste. 202<br>San Marcos, Texas 78666 | Mark Kennedy<br>(512) 393-2219<br>Fax: (512) 392-6500<br>mark.kennedy@co.hays.tx.us | \$504,043.54              | Disaster Debris Program Management / May 2015 – March 2016 / 20,959 CY          |
| <b>Texas State University</b><br>601 University Dr.<br>San Marcos, TX 78666                 | Dan Alden<br>(512) 245.2521<br>D_a29@txstate.edu                                    | \$156,346.05              | Debris Monitoring / May 2015 - August 2015 / 10,699 CY                          |
| <b>Flooding – 2014   Total Clients – 1</b>  |   |                           |   |
| <b>Escambia County, FL</b><br>13009 Beulah Road<br>Cantonment, FL 32533                     | Jim Howes<br>(850) 937-2160<br>jim_howes@co.esambia.fl.us                           | \$73,464                  | Debris, PPDR Monitoring / May 8 -31 2014 / 10,000 CY                            |
| <b>Tornado – 2014   Total Clients – 2</b>   |   |                           |   |
| <b>Blount County, AL</b><br>220 Second Avenue E<br>Oneonta, AL 35121                        | Don Roybal<br>(205) 625-4121<br>ema@co.blount.al.us                                 | \$259,183                 | Debris/Leaner/Hanger Removal/C&D Monitoring / May 2014 – July 2014 / 75,595 CY  |
| <b>Limestone County, AL</b><br>310 W. Washington Street<br>Athens, AL 35611                 | Richard Sanders<br>(256) 233-6681<br>Richard.Sanders@limestonecounty-al.gov         | \$238,314                 | Debris/Leaner/Hanger Removal/C&D Monitoring / May 2014 – July 2014 / 104,256 CY |
| <b>Ice Storm – 2014   Total Clients - 7</b>   |   |                           |   |
| <b>Barnwell County, SC</b><br>57 Wall Street<br>Barnwell, SC 29812                          | Roger Riley<br>(803) 541-1001 /<br>(803) 541-2013<br>rriley@barnwellsc.com          | \$577,060                 | Disaster Debris Program Management / March 2014 – April 2014 / 86,000 CY        |
| <b>Colleton County, SC</b><br>31 Klein Street<br>Walterboro, SC 29488                       | Jared Fralix<br>(843) 607-0452 /<br>(843) 782-3104<br>jfralix@colletoncounty.org    | \$510,043                 | Disaster Debris Program Management / February 2014 – April 2014 / 61,800 CY     |
| <b>Flooding – 2013   Total Clients – 1</b>  |   |                           |   |
| <b>Boulder County, CO</b><br>PO Box 471   | Michelle Krezek<br>(303) 441-3561   | \$4,590,765               | Demolition monitoring, PPDR monitoring / October 2013 – December 2014           |

SECTION 3: QUALIFICATIONS/EXPERIENCE

| Client Name and Address  | Contact Name & Phone  | Value & Amount Reimbursed | Description of Services  |
|--|---|---------------------------|--|
| Boulder, CO 80306  | mkrezek@boulder county.org                                      |                           |  |
| <b>Hurricane Sandy – 2012   Total Clients – 13   Representative Projects:</b>              |   |                           |  |
| <b>New Jersey DEP</b><br>401 E State Street, 3 <sup>rd</sup> Floor<br>Trenton, NJ 08625    | Ed Putnam<br>(609) 292-8838                                     | \$4,086,501               | Waterways debris removal monitoring / February 2013–January 2014 / 116,427 CY      |
| <b>Sayreville, NJ</b><br>167 Main Street<br>Sayreville, NJ 08872                           | Dan Frankel<br>(732) 390-7071                                   | \$182,458                 | ROW debris monitoring / November 2012 – January 2013 / 73,920 CY                   |
| <b>State of CT</b><br>25 Sigourney Street<br>Hartford, CT 06106                            | Judy Pahl<br>(860) 256-0877                                     | \$105,090                 | Debris monitoring / November 2012– January 2013                                    |
| <b>Hurricane Isaac – 2012   Total Clients – 5</b>  |   |                           |  |
| <b>Jefferson Parish, LA</b><br>4901 Jefferson Hwy.<br>Jefferson, LA 70121                  | Marnie Winter<br>(504) 736-6440                                 | \$1,344,897               | Debris/leaner/hanger removal monitoring / August 2012 – April 2013 / 270,136 CY    |
| <b>St. John the Baptist Parish, LA</b><br>1801 W Airline Hwy.<br>LaPlace, LA 70068         | Natalie Robottom<br>(985) 652-9569                              | \$1,413,154               | Debris/leaner/hanger removal monitoring / September 2012 – July 2013 / 225,000 CY  |
| <b>Tropical Storm Debby – 2012   Total Clients – 3</b>                                     |   |                           |  |
| <b>Clay County, FL</b><br>3545 Rosemary Hill Road<br>Green Cove Springs, FL<br>32043       | Alan Altman<br>(904) 284-6374                                   | \$47,500                  | Debris monitoring/FEMA PW development / July 2012 – August 2012 / 3,777 CY         |
| <b>Pasco County, FL</b><br>7530 Little Road<br>New Port Richey, FL 34654                   | James Johnston<br>(727) 847-8137                                | \$30,000                  | Debris monitoring/FEMA PW development / July 2012 – August 2012 / 3,303 CY         |
| <b>Hurricane Irene – 2011   Total Clients – 22   Representative Projects:</b>              |   |                           |  |
| <b>Henrico County, VA</b><br>Henrico County<br>P.O. Box 90775<br>Henrico, VA 23273         | Steven Yob<br>(804) 501-4393                                    | \$1,030,932               | Debris/leaner/hanger removal monitoring / August 2011 – October 2011 / 26, 951 CY  |
| <b>Virginia Department of Transportation</b><br>1401 E Broad Street,<br>Richmond, VA 23219 | Tim Morrison<br>(757) 952-2431                                  | \$3,638,424               | Debris/leaner/hanger removal monitoring / September 2011 – April 2012 / 179,694 CY |
| <b>Lenoir County, NC</b><br>200 Rhodes Ave<br>Kinston, NC 28501                            | Samuel Kornegay<br>(252) 361.1788<br>skornegay@co.le noir.nc.us | \$439,035                 | Debris/leaner/hanger removal monitoring / September – November 2011 / 112,896 CY   |
| <b>Onslow County, NC</b><br>1180 Commons Drive North<br>Jacksonville, NC 28546             | Stacie Miles<br>(910) 347-4270                                  | \$427,075                 | Debris/leaner/hanger removal monitoring / August – November 2011 / 124,248 CY      |
| <b>Texas Drought and Wildfires – 2011   Total Clients – 3   Representative Projects:</b>   |   |                           |  |
| <b>Bastrop County, TX</b><br>804 Pecan Street<br>Bastrop TX 78602                          | Clara Beckett<br>(512) 360-2764                                 | \$4,005,068               | PPDR/leaner/hanger removal monitoring / October 2011 – July 2013 / 372,000 CY      |
| <b>Houston, TX</b><br>2999 South Wayside   | Victor Cordova<br>(713) 503-1254                                | \$616,806                 | PPDR/leaner/hanger removal monitoring / October 2011-September 2013 / 202,000 CY   |

SECTION 3: QUALIFICATIONS/EXPERIENCE

| Client Name and Address  | Contact Name & Phone                                   | Value & Amount Reimbursed | Description of Services  |
|--|--|---------------------------|--|
| Houston, TX 77023<br><br><b>Texas Department of Transportation</b>             | Scott Estes<br>(409) 898.5857<br>Scott.estes@txdot.gov | \$234,706                 | Debris Monitoring Services / May 2012 - February 2013 / 53,790 CY              |
| <b>Tornadoes – 2011   Total Clients – 4   Representative Projects:</b>         |  |                           |  |
| Raleigh, NC<br>City of Raleigh<br>222 West Hargett Street<br>Raleigh, NC 27601 | Sarah Heinsohn<br>(919) 996.2203                       | \$253,000                 | Debris/leaner/hanger removal/C&D monitoring / December 1-27, 2011 / 5,425 CY   |
| <b>Flooding – 2010   Total Clients – 2   Representative Projects:</b>          |  |                           |  |
| Cedar Rapids, IA<br>1201 6th Street SW<br>Cedar Rapids, IA 52404               | John Riggs<br>(319) 286-5841                           | \$311,000                 | Debris/PPDR monitoring / July 2011 – September 2011 / 83,028 CY                |
| <b>Tornadoes – 2010   Total Clients – 1</b>                                    |  |                           |  |
| Norman, OK<br>201 West Gray, Bldg. A<br>Norman, OK 73069                       | Shawn O’Leary<br>(405) 366-5453                        | \$659,212                 | Debris/leaner/hanger removal/C&D monitoring / May 2010 – July 2010 / 31,900 CY |

## Disaster Recovery Program Management Services

As a result of our successful performance on past projects, our team has become a national leader in providing management and support documentation for the following:

- Emergency road clearance
- Curbside debris collection
- Operation of citizen drop-off sites
- Demolition of uninhabitable structures
- Data management and invoice reconciliation
- Execution of private property debris removal (PPDR) programs
- Oversight of debris management sites (DMS)
- Final debris disposal at a landfill or other end use
- Conflict and damage resolution
- Truck certification
- Right-of-entry (ROE) administration

### Special Programs Management

Our team is experienced with all facets of the debris removal monitoring industry, including special disaster recovery program management services. Some examples of special programs our team has managed and administered include the following:

- Animal carcass removal and disposal
- Asbestos abatement
- Beach remediation/restoration
- C&D debris
- Creosote piling
- Disposal site management
- Leaner, hanger, and stump removal
- Marine/waterway debris removal
- Private property demolition/debris removal
- Nuisance abatement ordinance administration
- Saltwater killed tree removal
- Subsurface storm drain debris removal

SECTION 3: QUALIFICATIONS/EXPERIENCE

- Drainage and canal debris removal
- E-wastes
- Food waste removal
- Hazardous waste debris removal
- Vessel and vehicle recovery
- Wetland and parkland debris
- White goods debris removal
- Woodchips/ashes

### Private Property/Right-of-Entry Debris Removal

Our team has administered many of the largest PPDR programs in U.S. history, including projects for New Orleans, Louisiana; Gulfport, Mississippi; Bastrop, Texas; and Escambia County, Florida. Tetra Tech assists communities with ensuring they have the legal authority via local and state ordinances to enter onto private property. Our team also assists with preparing submittal packages for FEMA to approve the program, promoting the ROE program with residents, and ensuring the program is properly documented. Exhibit 3-6 is a representative list of our experience in assisting clients with PPDR activities and demolition program management.

Exhibit 3-6: PPDR and Demolition Program Management

| Client                             | Disaster/Year          | Public Advertisement | Application Administration | Historical/Environmental Review | Property Survey | Scheduling | Individual Property Debris Tracking | Demolition Program Management | Debris Removal Monitoring | Reduction/Disposal Monitoring | Property Close Out | Data Management |
|------------------------------------|------------------------|----------------------|----------------------------|---------------------------------|-----------------|------------|-------------------------------------|-------------------------------|---------------------------|-------------------------------|--------------------|-----------------|
| CalRecycle / CALOES Ventura County | Wildfire (2018)        | ▪                    | ▪                          | ▪                               | ▪               | ▪          | ▪                                   | ▪                             | ▪                         | ▪                             | ▪                  | ▪               |
| USACE – Napa County, CA            | Wildfire (2017)        | ▪                    | ▪                          | ▪                               | ▪               | ▪          | ▪                                   | ▪                             | ▪                         | ▪                             | ▪                  | ▪               |
| USACE – Mendocino County, CA       | Wildfire (2017)        | ▪                    | ▪                          | ▪                               | ▪               | ▪          | ▪                                   | ▪                             | ▪                         | ▪                             | ▪                  | ▪               |
| USACE – Lake County, CA            | Wildfire (2017)        | ▪                    | ▪                          | ▪                               | ▪               | ▪          | ▪                                   | ▪                             | ▪                         | ▪                             | ▪                  | ▪               |
| USACE – Sonoma County, CA          | Wildfire (2017)        | ▪                    | ▪                          | ▪                               | ▪               | ▪          | ▪                                   | ▪                             | ▪                         | ▪                             | ▪                  | ▪               |
| Dougherty County, GA               | Tornado (2017)         | ▪                    | ▪                          | ▪                               | ▪               | ▪          | ▪                                   | ▪                             | ▪                         | ▪                             | ▪                  | ▪               |
| Lake County, CA                    | Wildfires (2015)       | ▪                    | ▪                          | ▪                               | ▪               | ▪          | ▪                                   | ▪                             | ▪                         | ▪                             | ▪                  | ▪               |
| Hays County, TX                    | Flooding (2014)        | ▪                    | ▪                          | ▪                               | ▪               | ▪          | ▪                                   | ▪                             | ▪                         | ▪                             | ▪                  | ▪               |
| Boulder County, CO                 | Flooding (2013)        | ▪                    | ▪                          | ▪                               | ▪               | ▪          | ▪                                   | ▪                             | ▪                         | ▪                             | ▪                  | ▪               |
| Middletown, Township of, NJ        | Hurricane Sandy (2012) | ▪                    | ▪                          | ▪                               | ▪               | ▪          | ▪                                   | ▪                             | ▪                         | ▪                             | ▪                  | ▪               |
| St. John the Baptist Parish, LA    | Hurricane Isaac (2012) | ▪                    | ▪                          | ▪                               | ▪               | ▪          | ▪                                   | ▪                             | ▪                         | ▪                             | ▪                  | ▪               |
| Bastrop County, TX                 | Wildfires (2011)       | ▪                    | ▪                          | ▪                               | ▪               | ▪          | ▪                                   | ▪                             | ▪                         | ▪                             | ▪                  | ▪               |
| Comanche Nation, OK                | Ice Storm (2009)       | ▪                    | ▪                          | ▪                               | ▪               | ▪          | ▪                                   | ▪                             | ▪                         | ▪                             | ▪                  | ▪               |
| Cedar Rapids, City of, IA          | Flooding (2008)        | ▪                    | ▪                          | ▪                               | ▪               | ▪          | ▪                                   | ▪                             | ▪                         | ▪                             | ▪                  | ▪               |
| University of Iowa                 | Flooding (2008)        | ▪                    | ▪                          | ▪                               | ▪               | ▪          | ▪                                   | ▪                             | ▪                         | ▪                             | ▪                  | ▪               |
| Galveston, City of, TX             | Hurricane Ike (2008)   | ▪                    | ▪                          | ▪                               | ▪               | ▪          | ▪                                   | ▪                             | ▪                         | ▪                             | ▪                  | ▪               |



| Client                   | Disaster/Year            | Public Advertisement | Application Administration | Historical/Environmental Review | Property Survey | Scheduling | Individual Property Debris Tracking | Demolition Program Management | Debris Removal Monitoring | Reduction/Disposal Monitoring | Property Close Out | Data Management |
|--------------------------|--------------------------|----------------------|----------------------------|---------------------------------|-----------------|------------|-------------------------------------|-------------------------------|---------------------------|-------------------------------|--------------------|-----------------|
| Terrebonne Parish, LA    | Hurricanes Ike (2008)    | ■                    | ■                          | ■                               | ■               | ■          | ■                                   | ■                             | ■                         | ■                             | ■                  | ■               |
| Iberville Parish, LA     | Hurricane Gustav (2008)  | ■                    | ■                          | ■                               | ■               | ■          | ■                                   | ■                             | ■                         | ■                             | ■                  | ■               |
| New Orleans, City of, LA | Hurricane Katrina (2005) | ■                    | ■                          | ■                               | ■               | ■          | ■                                   | ■                             | ■                         | ■                             | ■                  | ■               |
| Waveland, City of, MS    | Hurricane Katrina (2005) | ■                    | ■                          | ■                               | ■               | ■          | ■                                   | ■                             | ■                         | ■                             | ■                  | ■               |
| Naples, City of, FL      | Hurricane Wilma (2005)   | ■                    | ■                          | ■                               | ■               | ■          | ■                                   | ■                             | ■                         | ■                             | ■                  | ■               |

### Leaning Trees, Hanging Limbs, and Stump Removal

Leaning trees, hanging limbs, and stumps pose significant threats to public health and safety. Guidance on reimbursement for the removal of these vegetative threats is disaster-specific. Tetra Tech has the experience and expertise to help communities avoid the de-obligation of funds or non-reimbursement for these activities due to ineligible work. Our team has assisted numerous clients in surveying, documenting, and monitoring the removal of leaning trees, hanging limbs, and stumps. *Our team members most recently monitored the removal and disposal of 198,635 hazardous trees and hangers on behalf of 36 clients following Hurricane Matthew.* Exhibit 3-7 provides featured clients where our team has monitored the collection and removal of leaning trees, hanging limbs, and stumps following a disaster debris-generating event.

Exhibit 3-7: Previous Leaner/Hanger/Stump Removal Programs

| Client                              | Event                   | Total Leaners/Hangers/ Stumps Removed |
|-------------------------------------|-------------------------|---------------------------------------|
| City of Albany, Georgia             | 2018 Hurricane Michael  | 10,804                                |
| City of Callaway, Florida           | 2018 Hurricane Michael  | 6,379                                 |
| City of Lynn Haven, Florida         | 2018 Hurricane Michael  | 3,008                                 |
| Lenoir County, North Carolina       | 2018 Hurricane Florence | 1,060                                 |
| City of New Bern, North Carolina    | 2018 Hurricane Florence | 2,111                                 |
| Onslow County, North Carolina       | 2018 Hurricane Florence | 9,391                                 |
| Miami-Dade County Parks (Florida)   | 2017 Hurricane Irma     | 70,908                                |
| City of Miami, Florida              | 2017 Hurricane Irma     | 29,366                                |
| Polk County, Florida                | 2017 Hurricane Irma     | 27,267                                |
| Seminole County, Florida            | 2017 Hurricane Irma     | 25,348                                |
| Beaufort County, South Carolina     | 2016 Hurricane Matthew  | 67,581                                |
| Town of Hilton Head, South Carolina | 2016 Hurricane Matthew  | 48,589                                |
| Horry County, South Carolina        | 2016 Hurricane Matthew  | 33,661                                |
| Flagler County, Florida             | 2016 Hurricane Matthew  | 15,151                                |

SECTION 3: QUALIFICATIONS/EXPERIENCE

| Client                               | Event                            | Total Leaners/Hangers/<br>Stumps Removed |
|--------------------------------------|----------------------------------|--|
| City of Port Orange, Florida         | 2016 Hurricane Matthew           | 6,098                                    |
| City of Myrtle Beach, South Carolina | 2016 Hurricane Matthew           | 4,076                                    |
| Lake County, California              | 2015 Valley Wildfire             | 7,544                                    |
| Calaveras County, California         | 2015 Wildfire                    | 8,158                                    |
| City of Augusta, Georgia             | 2014 Winter Storm Pax            | 26,800                                   |
| City of Rapid City, South Dakota     | 2013 Ice Storm                   | 8,000                                    |
| City of Sioux Falls, South Dakota    | 2013 Ice Storm                   | 26,700                                   |
| State of Connecticut                 | 2011 Winter Storm Alfred         | 57,200                                   |
| Henrico County, Virginia             | 2011 Hurricane Irene             | 15,500                                   |
| Texas Department of Transportation   | 2011 Texas Drought and Wildfires | 5,800                                    |
| City of Raleigh, North Carolina      | 2011 Tornado                     | 7,500                                    |
| Arkansas Game and Fish Commission    | 2009 Ice Storm                   | 48,900                                   |
| City of Houston, Texas               | 2008 Hurricane Ike               | 212,500                                  |
| Terrebonne Parish, Louisiana         | 2008 Hurricane Gustav            | 14,500                                   |
| City of Norman, Oklahoma             | 2007 Midwest Ice Storm           | 26,800                                   |
| Greene County, Missouri              | 2007 Midwest Snow Storm          | 53,900                                   |
| Genesee County, New York             | 2006 Ice Storm                   | 9,100                                    |
| Town of Amherst, New York            | 2006 Ice Storm                   | 32,700                                   |
| City of Fort Lauderdale, Florida     | 2005 Hurricane Wilma             | 20,400                                   |
| Santa Rosa County, Florida           | 2005 Hurricane Dennis            | 13,700                                   |
| Escambia County, Florida             | 2004 Hurricane Ivan              | 15,100                                   |

### Hazardous Material Removal

Major disasters (particularly those that involve significant flooding) will result in the need to address hazardous materials. Typically, the U.S. Environmental Protection Agency (EPA) is responsible for identifying and removing large quantities of household hazardous waste (HHW) (containers over 5 gallons such as large commercial/industrial storage tanks, propane tanks, 55-gallon drums, etc.). Local governments are charged with implementing collection programs for HHW, including containers with paints, pesticides, household cleaners, oils/solvents, fuels, etc. Our team has significant experience helping local governments plan, procure, implement, and track disaster-related HHW collection programs at curbside or drop-off locations. Following Hurricane Ike, which resulted in a storm surge that covered almost all of Galveston Island, our team helped the City of Galveston implement one of the largest post-disaster HHW programs in U.S. history, in addition to working cooperatively with the EPA on large quantity HHW recovery.

### Asbestos Containing Material Management

Through our team's years of demolition experience, including our previous engagements in Iowa following the 2008 flood, our team of experts has developed best management practices for documenting and monitoring work related to Asbestos Containing Material (ACM). Tetra Tech's best management practices for ACM collection, remediation, and disposal meet state and local regulatory agency requirements. Tetra Tech will collect and catalog all pertinent information related to the ACM content, or lack thereof, for a property. Once the remediation contractor has removed and wrapped the ACM, Tetra Tech will document the transfer of custody through final disposition. As part of the ACM documentation process, Tetra Tech will also collect and pair all waste shipment records to the

respective load tickets. Additionally, during the course of the project if Tetra Tech notices any lack of due diligence or potential for environmental violations, our management staff will notify County officials immediately and assist in creating a mitigation strategy. In the instance of non-ACM debris removal, Tetra Tech will collect and digitally link all DMS or landfill manifest with the corresponding load ticket.

## Data Management

Our team has spent years researching and developing an effort to streamline the debris collection documentation process with a focus on minimizing the cost to our clients and improving the visibility of debris project operations. Our ADMS, RecoveryTrac™, is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project. Managing the enormous volume of documentation generated during a debris monitoring operation was paramount to the design of our ADMS. *This state-of-the-art technology has already shown to increase the efficiency and improve the management of debris removal efforts for multiple clients.* For more information on our data management, please see please see Section 5: Project Approach & Management.

## Hauler Invoice Reconciliation and Contracting

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of all primary debris hauler contracts with the County. After reviewing the contracts, Tetra Tech will set up our ADMS, RecoveryTrac™ database to generate transactions for tickets issued to each debris contractor. Tetra Tech will then meet with each primary debris contractor to review the debris contractor reports that will be generated automatically through RecoveryTrac™. The debris contractor reports will provide each contractor with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the County. Several quality assurance (QA) and quality control (QC) checks will be conducted on data before it is provided to the contractor. RecoveryTrac™ significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech. For more information on our hauler invoice reconciliation and contracting, please see Section 5: Project Approach & Management.

## FEMA Appeal Assistance and Support

Our staff has an outstanding track record of getting our clients reimbursed, with more than 200 major disaster recovery mobilizations over the past 10 years. Given the nature and scrutiny of FEMA reimbursement, it is not unusual for a local government to have one or more project worksheets questioned by FEMA/Office of Inspector General (OIG) during the audit process. We routinely work with our clients in these matters—oftentimes for years following an event—to support and defend their reimbursement.

Furthermore, due to our staff's in-depth knowledge of FEMA reimbursement policies, we are often hired by applicants to assist them during FEMA/OIG audits and support them during FEMA appeals even when we have had no involvement with the applicant during the recovery period. Our team of recovery experts is currently working with the Port of Galveston, Texas, to close out Hurricane Ike-related projects. To date, we have been able to identify and capture over \$80 million in previously unidentified or deobligated funding. The following are a few examples of areas in which our staff has successfully supported the appeals effort of our clients with FEMA:

- **South Broward Drainage District.** Following Hurricane Wilma, our team prepared an appeal in support of \$4 million in reimbursement associated with lake erosion repairs made by the South Broward Drainage District. With our team's support, the South Broward Drainage District was fully reimbursed.
- **Lake County, Florida.** Our team supported the successful appeal of over \$400,000 of previously deobligated funds in response to the 2004 Hurricanes Charley, Frances, and Jeanne. These funds were associated with debris collected on private roads and gated communities. Our team did a comprehensive geographic

information system (GIS) analysis of all of the debris collected on the roads in question and was able to appeal the decision and obtain reimbursement from FEMA for these county-incurred costs.

- **Port of Galveston, Texas.** The Port of Galveston experienced extensive damage due to storm-induced erosion caused by Hurricane Ike surge that reached heights upward of 20 feet. The pier was not designed to withstand the water weight and rapid draw down of the water. As a result, the concrete sheet pile was damaged and caused the fill underneath the warehouse slab to wash out, thus compromising the support of the warehouse floor. The floor collapsed near the most significant voids underneath the base. FEMA deemed the damage ineligible due to subtle erosion that happened over time. The Port of Galveston, with the assistance of our team of experts, submitted an appeal for eligibility and won the appeal resulting in an approval of a \$1.5 million for Pier 15. More importantly, the appeal approval has established precedence for the Port of Galveston's remaining Ike-damaged piers, enabling the Port of Galveston to apply for an additional \$80 million of funding due to damage caused by Hurricane Ike previously deemed ineligible.

## Past Safety Performance

In compliance with the County's RFP we have provided safety log summaries submitted to OSHA for the 2016, 2017, and 2018 calendar years, at the end of this section.

## Anticipated Problems and Solutions

Tetra Tech plans with our standby clients to prepare for the challenges and potential pitfalls associated with disaster debris removal. While every project is different and there is always the potential for problems to arise, Tetra Tech is committed to continuously improving the processes by which we provide our products and services. We have an uncompromising commitment to providing our customers with quality technical products and services while meeting the highest level of ethical and regulatory standards and performance in our jobs. In addition, our environmental health and safety program helps our business operate in a manner that protects the health and safety of our employees, customers, business partners, community neighbors, and the environment.

Tetra Tech remains abreast of the latest guidance, issues being debated, and current best practices through participation in expert groups, attendance in training and conference sessions, and working with national experts in emergency management, national security, information technology, public health, transportation, and critical infrastructure protection.

Throughout the development of our workplans, we apply our frontline knowledge of emergency response and recovery. Our technical expertise is always backed by our inherent understanding of people and politics. We design plans that are user friendly and reflect the unique characteristics of the region. We advise our clients of best practices nationwide and adapt them to suit the region as appropriate.

*Should any issues or concerns arise during our disaster recovery with Hidalgo County, Tetra Tech is confident that we can provide a solution.*

## Bond Capacity Letter

As required by the RFP, attached at the end of this section is Tetra Tech's Bond Capacity Letter.

## Required Statements

- **List of all closed, active, and pending FEMA disputes, audits, or lawsuits, and the judgment or outcome of each.**  
Tetra Tech has no closed, active, or pending FEMA disputes, audits, or lawsuits for any contracts related to disaster debris removal management and monitoring services.
  
- **List and provide an explanation of all unrecovered FEMA reimbursements that occurred on Disaster Debris Monitoring projects for which the Proposer served as the primary contractor during the last five (5) years.**  
Tetra Tech has no unrecovered FEMA reimbursements that occurred for any disaster debris removal management and monitoring services projects for which Tetra Tech served as the primary contractor during the last five (5) years.
  
- **Provide a list of any contracts that have been terminated unfavorably or that have been unsuccessful within the past five (5) years. Explain the reason for termination and include contact names, titles and phone numbers/email addresses.**  
Tetra Tech has not been terminated unfavorably for any contracts related to disaster debris removal management and monitoring services within last five (5) years.
  
- **Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last three (3) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect.**  
Tetra Tech certifies that it has no litigation or regulatory action that has been filed in the last three (3) years for any disaster debris removal management and monitoring services projects.

**Section 3: Qualifications/Experience**  
**Résumés**



**EXPERIENCE SUMMARY**

As President of Tetra Tech's Disaster Recovery Business Unit, Mr. Burgiel manages the business operations of all disaster recovery efforts, including preparedness planning, project staffing, logistics, grant administration and agency reimbursement support, program accounting/auditing oversight, and contract negotiations. Mr. Burgiel is dedicated to helping communities plan for and recover from disasters and provide the necessary documentation to receive the maximum allowable reimbursement from federal and state emergency management agencies.

Mr. Burgiel has 30+ years of solid waste and disaster recovery experience. His disaster-related work has included serving as principal in charge of over 100 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters.

Mr. Burgiel is intimately familiar with local, state, and federal solid waste and hazardous waste regulations, as well as U.S. Department of Housing and Urban Development (HUD), Federal Emergency Management Agency (FEMA), and Federal Highway Administration (FHWA) policies and reimbursement procedures as they relate to disaster management and recovery.

**RELEVANT EXPERIENCE**

Mr. Burgiel has provided senior management oversight to the following projects:

- Hurricane Maria debris mission supporting the Commonwealth of Puerto Rico Department of Transportation
- 67 communities and over 2,400 staff in Florida – Hurricane Irma
- 38 communities and over 1,400 staff in Texas – Hurricane Harvey
- Multiple communities in South and North Carolina – Hurricane Matthew
- Richland County & Lexington County, South Carolina - South Carolina 1,000-year Flooding Event - Comprehensive Disaster Recovery Services
- Hays County/City of Wimberley, Texas – Severe Flooding Disaster Recovery Assistance
- New Jersey Department of Environmental Protection (NJDEP) – Hurricane Sandy Disaster Vessel Recovery Program
- State of Connecticut – Hurricane Sandy Disaster Debris Program
- State of Louisiana – Hurricane Isaac Disaster Debris Program Management
- City of New Orleans, Louisiana – Hurricane Katrina Residential Demolitions
- Bastrop County, Texas – Wildfires
- City of Cedar Rapids, Iowa – Severe Flooding

**EDUCATION**

University of Central Florida  
Master of Business Administration, 1989

Tufts University  
Bachelor of Arts, Economics, 1984

**AREA OF EXPERTISE**

- Solid and Hazardous Waste Management
- Disaster Recovery Program Management
- Federal Grant Management

**GRANT EXPERIENCE**

- FEMA PA
- CDBG-DR
- HMGP

**DISASTERS**

- 4337 FL Hurricane Irma
- 4332 TX Hurricane Harvey
- 4286 SC Hurricane Matthew
- 4245 TX Flood
- 4241 SC Flood
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1679 FL Tornadoes
- 1606 Hurricane Rita
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina
- 1595 Hurricane Dennis
- 1561 Hurricane Jeanne
- 1551 Hurricane Ivan
- 1545 Hurricane Frances
- 1539 Hurricane Charley

**YEARS OF EXPERIENCE**

30+ years

**Principal in Charge (October 2018 – Present)****North Carolina Department of Public Safety | Hurricane Matthew HUD CDBG-DR Program Management**

Serving as Principal-in-Charge for all environmental services for this \$400 million CDBG-DR program addressing 3,400 homes for rehabilitation. Tetra Tech will be performing an estimated 3,400 Tier 2 Reviews, 25 Tier 1 Reviews, 1,700 lead and asbestos risk assessments, and other required specialized environmental services (e.g., CESTs, EAs, etc.) as subcontractor to IEM Inc.

**Principal in Charge (November 2018 – Present)****Florida Department of Economic Opportunity | HUD CDBG-DR Rehab/Reconstruction Program**

Mr. Burgiel serves as program manager for Tetra Tech's performance of housing rehabilitation and reconstruction related environmental services associated with the State of Florida's \$615.9 million HUD CDBG-DR grant associated with Hurricane Irma. Overseeing Tetra Tech staff's development of approximately 6,000 Tier 2s, 3,000 lead risk assessments, review of 8 Tier 1s, and other specialized environmental services (e.g., CESTs, EAs, etc.) as a subcontractor to IEM, Inc.

**Senior Project Manager (June 2017 – Present)****Restore Louisiana | HUD CDBG-DR Housing Rehabilitation**

Served as Project Manager over the preparation of over 25,500 Tier 2 environmental reviews and over 6,000 lead risk assessment and clearance inspections. This \$20 million project performed by Tetra Tech utilized state of the art technology and cloud based technology to decrease the cost of performing a Tier 2 review by over 50% from prior state led residential rehab projects.

**Principal in Charge (October 2018 – Present)****Texas General Land Office | HUD CDBG-DR Housing Rehab/Reconstruction Program**

Mr. Burgiel is currently serving as program manager for Tetra Tech's performance of housing rehab and reconstruction related environmental services associated with the State of Texas' \$5.024 billion HUD CDBG-DR grant associated with Hurricane Harvey. Overseeing Tetra Tech staff's development of approximately 3,500 Tier 2s, 1,700 lead risk assessments, and other specialized environmental services (CESTs, EAs, etc.) as a subcontractor to IEM, Inc.

**Principal-in-Charge (May 2015–October 2015)****Hays County/City of Wimberley Texas | Post-Disaster Flood Support Services**

Following the historic flooding event along the Blanco River where over 20 people perished, Mr. Burgiel provided technical support in the Hays County, Texas Emergency Operations Center (EOC) during and immediately following the flooding disaster. As part of these services, Mr. Burgiel supported the County and City of Wimberley in providing expert technical advice associated with providing the County/City appropriate measure for responding to the event and methods for best tracking the County's disaster-related costs to maximize the County's/City's FEMA reimbursement post-disaster. Mr. Burgiel was instrumental in standing up the County right-of-way debris removal program and subsequently obtaining approval for a private property debris removal (PPDR) program from FEMA to cover the extensive debris that remained along and in the Blanco River, which created a future health and safety hazard to the County and City.

**Senior Management (September 2008-January 2009)****Harris County, Texas | Hurricane Ike Disaster Debris Program Management**

In 2008, Hurricane Ike made landfall in Texas, causing extensive damage to Harris County, the fourth largest county in the United States. Mr. Burgiel rode out the storm in Harris County's EOC and assisted with the deployment of our response team following the storm. Our team assisted with monitoring and cost reimbursement for over 2.5 million cubic yards of debris from the public right-of-way (ROW) in response to Hurricane Ike.



**EXPERIENCE SUMMARY**

Mr. Ralph Natale is the director of post-disaster programs for Tetra Tech, Inc. He leads the practice by developing programs, providing daily project support, and providing oversight and guidance to his team of project managers and projects. Mr. Natale is an expert in Federal Emergency Management Agency-Public Assistance (FEMA-PA) Grant Program reimbursement policies and has administered nearly 70 projects in his 13-year career.

Mr. Natale has served as a principal in charge, project manager, data manager, and operations manager in response to some of the country's largest debris-generating disasters, including Hurricanes Matthew, Katrina, Ike and Sandy. This includes managing and documenting the removal of over 16 million cubic yards (CYs) of debris and 895,000 hazardous trees totaling over \$470 million dollars of reimbursed invoices.

**FEATURED RELEVANT EXPERIENCE**

**Subject Matter Expert (Debris Documentation, Program Management, Grant Management)**

Mr. Natale has served as a debris documentation specialist and grant consultant for state and local governments during his extensive career in disaster debris industry. This includes serving as a current member of the State of Connecticut Emergency Operations Debris Task Force, where he was activated during the recovery operations following Hurricane Irene and Winter Storm Alfred. Mr. Natale has also served as a senior consultant and subject matter expert on the following projects:

- State of California Camp Fire Response 2018- present
- USACE | NorCal Wildfires, 2017 – 2018
- State of California | SoCal Wildfires, 2018 – present
- Lake County, California | Valley and Butte Fire (September 2015– Present)
- City of Houston, Texas | Hurricane Ike, severe droughts, May 2015 floods (June 2009–Present), Hurricane Harvey (June 2009–Present)
- State of Connecticut | Interagency Debris Management Task Force (August 2010–Present)
- City of New Orleans, Louisiana | Hurricane Isaac (September–December 2012)
- Texas Department of Transportation | Federal Highway Administration- Emergency Relief Statewide Training (January–July 2010)
- Connecticut Department of Transportation | Winter Storm Alfred (October 2011–July 2012)
- Boulder County, Colorado | 2013 Floods (October 2013 –2015)

**Principal in Charge/Senior Program Manager**

As director of post-disaster programs for Tetra Tech, Mr. Natale has focused on developing and improving program management processes. These processes ensure the most efficient methods of managing debris removal

**YEARS OF EXPERIENCE**

14 Years

**AREA OF EXPERTISE**

- Program Development
- Documentation Management
- Private Property Debris Removal Programs
- Debris Removal Planning
- Debris Removal Monitoring
- Packet Management
- Geospatial Reporting

**GRANT EXPERIENCE**

- FEMA PA
- NRCS EWP
- FHWA ER

**DISASTERS**

- 4240 Valley and Butte Fire
- 4245 TX Severe Storms
- 4145 CO Flooding
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Snow Storm
- 3268 NY Snowstorm
- 1971 AL Tornadoes
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1763 IA Flooding
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

**TRAINING/CERTIFICATIONS**

- OSHA 40-Hour Asbestos Training
- IS-632: Debris Operations
- HSEEP-Certified
- OSHA Asbestos Health and Safety
- IS-30: Mitigation Grants System
- IS-100, 200, and 700: ICS and NIMS
- IS-630: Intro to the PA Process

programs to maximize federal reimbursement via the FEMA 325, and 327 guidelines. As a senior program manager, Mr. Natale ensures quality control and quality assurance of project managers' deliverables on all Tetra Tech projects. A representative list of projects he has worked on is included below.

**Northern California (NORCAL) Wildfire Response (November 2017-Present)**

Mr. Natale serves as principal in charge for USACE ADMS services for all the work completed after the Northern California wildfires in 2015. This included debris and environmental services of over 8,000 homes and over 1 billion dollars in costs. Mr. Natale oversees the overall project management team and assists with staffing and logistics for this four county response.

**California | Valley and Butte Fire (October 2015–2016)**

Mr. Natale helped create and implement programs for several projects after the Valley and Butte fires of 2015, which burned over 150,000 acres of forests and destroyed over 2,000 homes, with recovery costs of over \$300 million.

**State of New Jersey | Hurricane Sandy Disaster Recovery Operations (October 2012–January 2013)**

Mr. Natale supported debris monitoring efforts for seven separate municipalities and state agencies following Hurricane Sandy. These clients including but not limited to the City of Newark, City of Sayreville, Ocean Township, and the New Jersey Parks Department.

**State of Connecticut | Winter Storm Alfred Statewide Debris Monitoring Operations (October 2011–April 2012)**

Mr. Natale oversaw efforts to coordinate with 12 individual local governments and 45 Connecticut Department of Transportation towns to collect more than 1.5 million CYs of vegetative debris and remove over 100,000 hazardous trees.

Mr. Natale has provided senior management on the following projects:

- Ventura California Wildfire Response (February 2018 – Present)
- CalRecycle | Erskine Fire (July 2016–October 2016)
- Florida Department of Environmental Protection (2016-2018)
- City of New Orleans, Louisiana | Hurricane Katrina Residential Demolitions (April 2010–Present)
- Bastrop County, Texas | Wildfires (September 2011–August 2013)
- City of Houston, Texas | Standing Dead Trees (May 2010–June 2011)

**City of Houston, Texas | Hurricane Harvey (August 2017- Present)**

Mr. Natale helped create new systems and reports were developed to manage the debris haulers and support a live web feed on the Houston recovery webpage. To date the City and its debris haulers collected over 2.5 million cubic yards of flood debris. The project is expected to continue through the end of this year as residents continue to recover from this catastrophic event.

**City of Houston, Texas | Memorial Day Floods (May–August 2015)**

Mr. Natale designed and incorporated an operational plan to manage debris removal efforts on over 6,000 road miles and 1,000,000 parcels in 60 days. 650,000 yards were collected in the 256 debris zones using City of Houston force account labor and equipment and contractor resources.

**City of Houston, Texas | Hurricane Ike Disaster Debris Program Management (October 2008–July 2010)**

Our response to the City of Houston following Hurricane Ike included the collection of over 5.5 million CYs of debris in 256 zones throughout the City. Mr. Natale was tasked with managing the firm's largest hazardous tree removal program for the City of Houston. The program involved removing over 214,000 hazardous trees accompanied by 630,000 photographs to document eligibility. Mr. Natale worked closely with the City of Houston Solid Waste and Finance Department to reconcile and provide detailed information of over \$110 million in invoices and over \$3 million in FHWA funds. Mr. Natale also helped reconcile and submit over \$9 million in force account labor.



EXPERIENCE SUMMARY

Ms. Cabrera has worked nationwide on numerous major post-disaster activations since Hurricane Wilma in 2005, where she has served in a variety of roles focusing on reimbursement for more than \$2 billion from the Federal Emergency Management Agency (FEMA). Ms. Cabrera has worked on behalf of cities and counties throughout the United States and is a highly regarded expert in the debris management industry.

In addition to her work with post-disaster recovery operations, Ms. Cabrera has worked with a number of clients on longer-term financial recovery, including serving as a technical resource to clients during implementation of the FEMA Public Assistance (PA) Program and other federal grant programs and assisting in the preparation, development, and review of FEMA PA Project Worksheets (PWs) for disaster related activities, state appeals, and closeout processes. Within the Tetra Tech post-disaster practice Ms. Cabrera is the lead technical expert on the FEMA PA Program remaining up to date on policy and guidance changes and providing a resource to our post-disaster projects across the board to ensure consistency in understanding and implementation of requirements. Ms. Cabrera is often called on by our regional project managers to provide technical expertise on various projects.

In addition, Ms. Cabrera has developed valuable partnerships with various clients, helping them to plan for and prepare for potential disasters. This work has included providing training sessions and participating in exercises with communities across the Country, including helping many cities and counties create or update disaster debris management plans and develop ongoing staff training programs.

FEATURED RELEVANT EXPERIENCE

Regional Program Manager/Technical Advisor (October 2018-May 2019)

Hurricane Michael

On October 10, 2018, Hurricane Michael made landfall as a high-end Category 4 hurricane, with maximum sustained winds of 155 mph in Mexico Beach, Florida, and had direct impacts on Bay County, Florida. Ms. Cabrera worked directly with the cities of Lynn Haven, Callaway, Springfield and Parker who suffered some of the most devastating impacts from the storm. Her work involved providing oversight to debris operations while helping the Cities with technical assistance in program planning and FEMA reimbursement including application for private property debris removal, demolition and commercial debris removal programs.

Regional Program Manager (September 2017–June 2018)

Hurricane Irma

Hurricane Irma affected the entire state of Florida and Ms. Cabrera served as the regional program manager for one of the hardest hit areas including Collier County where the storm made landfall. In addition, Ms. Cabrera has

YEARS OF EXPERIENCE

14 Years

AREA OF EXPERTISE

- FEMA Compliance Monitoring
• FEMA Reimbursement
• Disaster Debris Management
• Reimbursement Policies and Procedures
• Data Management
• Invoice Reconciliation
• Database Systems
• Project Staffing
• Multiagency Coordination

GRANT EXPERIENCE

- FEMA PA

DISASTERS

- 4399 Hurricane Michael
• 4393 Hurricane Florence
• 4337 Hurricane Irma
• 4332 Hurricane Harvey
• 4283 Hurricane Matthew
• 4241 SC Flooding
• 4240 CA Wildfires
• 4223 TX Severe Storms
• 4165 GA Winter Storm
• 4145 CO Flooding
• 4087 Hurricane Sandy
• 4084 Hurricane Isaac
• 4029 TX Wildfires
• 4024 Hurricane Irene
• 4106 CT Winter Storm
• 3268 NY Snowstorm
• 1791 Hurricane Ike
• 1786 Hurricane Gustav
• 1676 MO Winter Storms
• 1679 FL Tornados
• 1609 Hurricane Wilma
• 1602 Hurricane Katrina

EDUCATION

Florida Atlantic University
Master of Business Administration, International Business, 2011

Bachelor of Arts, Liberal Arts, 1999

oversaw project operations for the Cities of Naples, Marco Island, Cape Coral and Charlotte County and was the Principal in Charge for a Florida Department of Environmental Protection (FDEP) waterway debris removal project.

### **Debris Senior Subject Matter Expert (July 2015–Ongoing)**

#### **Los Angeles County, California | Mass Debris Management Planning**

Ms. Cabrera has been serving as a senior debris subject matter expert in support of Los Angeles County's planning for a potential disaster involving the necessity of a mass debris removal mission. The first phase of this multi-faceted project was the establishment of an Operational Area (OA) Mass Debris Management Plan (MDMP). This is one of the largest and most complex plans of this kind in the United States.

### **Regional Program Manager (October 2016-March 2017)**

#### **Hurricane Matthew**

After Hurricane Matthew impacted the east coast of the United States in October 2016, Ms. Cabrera served as the regional program manager for many of Tetra Tech's Florida clients overseeing all aspects of operations for Brevard and St. Johns Counties and the Cities of Cocoa Beach, Port Orange, Holly Hill, South Daytona, New Smyrna Beach, Oak Hill and Lake Helen.

### **Debris Program Manager (January 2016–February 2016)**

#### **Collier County, Florida | 2016 Straight-Line Winds**

In January 2016, Collier County was forced to manage debris after a straight-line windstorm left a swath of damaged and downed trees across the County. After a long history of helping Collier County to plan for such disasters, including annual trainings and a 2015 update of their Disaster Debris Management Plan, Ms. Cabrera assisted with the rapid ramp-up to monitor disposal of debris from the impacted areas. Tetra Tech worked for the County for a three-week period and monitored and documented the contractor's removal of over 44,000 cubic yards of vegetative debris during this brief time-frame.

### **Public Assistance Grant Administrator (January 2010–September 2012)**

#### **Port of Galveston, Texas | Hurricane Ike Financial Recovery Services**

Ms. Cabrera assisted with the PA Grant Administration for the Port of Galveston, Texas following Hurricane Ike. Ms. Cabrera's tasks included reviewing and reconciling PWs for State and FEMA closeout for Hurricane Ike. In the course of the initial review, damages not captured in the initial PWs were identified including storm induced erosion damages that did not become evident until many months after the initial disaster. Ms. Cabrera was involved in the process of writing new PWs for the previously undocumented damage which included the formulation, review and management of damage descriptions, bid specifications, scope of work, contractors specifications, force account labor and equipment, logistics of project commencement and completion, invoicing, tracking of funds, site visits and photos, State and FEMA communication, and monitoring the obligation and closeout process.

### **Hurricane Ike, Hurricane Irene, and Winter Storm Alfred Disaster Recovery Assistance**

Ms. Cabrera was heavily involved in our team's disaster recovery efforts during the 2008 and 2011 hurricane seasons as well as projects related to the Texas severe drought and wildfires where she primarily provided data management activities associated with the debris collection effort. Listed below are a number of clients Ms.

Cabrera supported:

- Angleton, City of, Texas
- Bastrop County, Texas
- Galveston County, Texas
- Hardin County, Texas
- Harris County, Texas
- Hidalgo County, Texas
- Houston, City of, Texas
- Jamaica Beach, City of, Texas
- Seabrook, City of, Texas
- Sugarland, City of, Texas
- Weslaco, City of, Texas
- West University Place, City of, Texas



EXPERIENCE SUMMARY

Mr. John Buri is a director of post-disaster programs for Tetra Tech, Inc., and a member of our senior management team. Mr. Buri has a thorough understanding and practical application of industry best practices and federal guidance governing such efforts including the Federal Emergency Management Agency (FEMA), Hazard Mitigation Assistance (HMA), FEMA Public Assistance (PA) Program, 2 CFR 200, HUD CDBG-DR and disaster funding strategies for local and state governments. Key highlights of Mr. Buri's career include:

- 16 years of experience: Working with mitigation, emergency management planning, response, and recovery operations
• \$3 billion: His work has represented over \$3B in disaster related grants.
• 22 Disaster Declarations: Performed in roles of project manager or principal-in-charge
• \$142 million: Served as program manager for \$142M in buyout /elevations
• 41 Total Disaster Declarations: Worked on projects in either a project manager, principal in charge or support role.
• 17 States: Worked in 17 states across 8 FEMA Regions
• 100 clients: Mr. Buri has worked for over 100 state and local governments clients since 2004
• 39 national and state-level conference speaking engagements: He is a nationally recognized speaker on disaster recovery and preparedness topics...

FEATURED RELEVANT EXPERIENCE

Multi-year Emergency Management & Disaster Recovery Services City of Houston, Texas; Program Manager

- Managed emergency responses to major disasters including Hurricane Ike in 2008 (DR-1791), Memorial Day flood in 2015 (DR-4223), Tax Day flood in 2016 (DR-4269); and Hurricane Harvey 2017
• Following each disaster, coordinated with FEMA, Texas Division of Emergency Management (TDEM), USACE, Texas Commission on Environmental Quality (TCEQ), city departments, elected officials, congressional offices and volunteer groups to coordinate field activities, damage site inspections, eligibility reviews, and audits

YEARS OF EXPERIENCE

16 Years

AREA OF EXPERTISE

- Damage Assessment
• Policy and Procurement
• Debris Management
• Disaster Housing
• Grant Application Development
• Grant Accounting Systems
• Audit Process
• Closeout Procedures

GRANT EXPERIENCE

- FHWA-ER Program
• HUD CDBG-DR
• FEMA PA
• FEMA 404 HMGP
• FEMA HMA

DISASTERS

- 4245 TX Flood
• 4241 SC Flood
• 4240 CA Wildfire
• 4223 TX Flood
• 4222 OK Flood
• 4193 Napa Earthquake
• 4166 SC Winter Storm
• 4165 GA Winter Storm
• 4145 Colorado Floods
• 4087 Hurricane Sandy
• 4084 Hurricane Isaac
• 4029 TX Wildfires
• 4024 Hurricane Irene
• 4022 Tropical Storm Irene
• 4106 CT Winter Storm
• 4064 OK Tornado
• 1969 NC Tornado

EDUCATION

Texas State University
Master of Arts, Public Administration, 2002

The University of Texas
Bachelor of Arts, Government, 2000

- Managed planning team for 5 task orders under the DHS' Regional Catastrophic Planning Initiative Grant and Urban Area Security Initiative grant allocated to the City of Houston Office of Homeland Security
- Program manager for the City's flood resilience initiative in supporting the City's Flood Czar conducting damage analysis, mitigation project identification and identification of grant opportunities.

### **Hazard Mitigation Grant Program Support**

#### **Various Clients – US**

- Overall responsibility for the management and performance of task orders supporting \$90+ in HMGP Grant applications across Texas, Georgia, Florida, South Carolina and North Carolina.
- Developed processes and implementation strategies for outreach, intake and verification for 100 elevations and 200 acquisition/demolitions

### **Multi-year Emergency Management & Disaster Recovery Services**

#### **Montgomery County, Texas**

- Managed emergency responses to multiple major disasters including Hurricane Ike in 2008 (DR-1791) and two floods in 2016 (DR-4269 and DR-4272)
- Served as the client point of contact, prepared cost and technical task order proposals, assigned resources, reviewed deliverables, and tracked costs and schedules to ensure compliance with statements of work and approved budgets

#### **Program Manager (May 2015 – 2016)**

#### **Hays County, Texas | Full Services Disaster Grant Management Consulting and Debris Management | May 2015 (DR 4223) and October 2015 Floods (DR-4245)**

Mr. Buri lead the Tetra Tech team supporting Hays County following two (2) major disaster declarations in 2015 including the May Memorial Day Flood and October All-Saints Day Flood that . This includes providing technical assistance to County leadership regarding FEMA PA, HMGP and CDBG-DR grant programs.

#### **Program Manager (July 2010-September 2012)**

#### **Port of Galveston, Texas | Hurricane Ike Federal Grant Administration**

Mr. Buri provided senior management oversight in assisting the Port of Galveston on a number of reimbursement-related issues. With Mr. Buri's management and guidance, the Port of Galveston received more than \$40 million in additional federal funding associated with permanent repairs to several of the port's piers following damage from Hurricane Ike in 2008.

#### **Subject Matter Expert/Senior Management Oversight (May 2015-Ongoing)**

#### **City of Houston, Texas | Disaster Debris Monitoring and Public Assistance Consulting**

Mr. Buri worked closely with the City of Houston's Disaster Recovery team on debris and FEMA reimbursement related issues. Mr. Buri developed operational plans, press releases, USACE/FEMA coordination, and daily progress reports along with contractor and force account labor documentation for submission to FEMA.

#### **Senior Management Oversight/Client Liaison (September 2011–August 2013)**

#### **Bastrop County, Texas | Wildfire Disaster Program Management**

Mr. Buri provided senior management oversight to Bastrop County's disaster recovery operations following the most devastating wildfires in Texas history. With 1,700 structures destroyed, Mr. Buri was vital in obtaining expedited PWs, coordinating directly with FEMA to develop disaster-specific documentation protocols, and orchestrating interlocal coordination with county municipalities, electrical co-ops, and regulatory agencies.

#### **Statewide Trainer (January–September 2011)**

#### **Texas Department of Transportation | FHWA-ER Training Manual and Workshop**

Mr. Buri is the statewide trainer for the FHWA-ER workshops being held throughout the state of Texas. Mr. Buri developed the guidebook and coordinated with state officials and the FHWA-ER coordinator for the state to deliver over 20 workshops and provide training to over 500 individuals.

#### **Regional Program Manager (September 2008–September 2010)**

#### **State of Texas – 78 Total Clients | Hurricane Ike Comprehensive Debris Management Operations and FEMA PA Administration and Management**

Following Hurricane Ike, Mr. Buri served as regional program manager and provided senior management for approximately 78 clients in the state of Texas. Mr. Buri was instrumental in the immediate mobilization of our team and provided a full range of services and client support to each client. Mr. Buri also provided management and guidance to each client to ensure they received FEMA reimbursement.

#### **Project Manager (September 2008-September 2011)**

##### **City of Houston, Texas | Hurricane Ike Disaster Debris Program Management**

Mr. Buri served as a project manager to the City of Houston following Hurricane Ike, where Mr. Buri worked closely with the City of Houston Solid Waste and Finance Department to reconcile and provide detailed information of over \$110 million in invoices and over \$3 million in FHWA funds. In total, our team's response to the City of Houston included the collection of over 5.5 million cubic yards of debris in 256 zones throughout the City. This included 300 parks and open spaces and the removal of over 214,000 hazardous trees accompanied by 630,000 photographs to document eligibility.

#### **Senior Management Oversight (September 2008–Ongoing)**

##### **Galveston County, Texas | FEMA HMGP, Severe Repetitive Loss (SRL), and CDBG Application, Administration, and Implementation**

Galveston County engaged our team to assist with its overall recovery process. This included consulting services for the FEMA PA program and evaluating the feasibility of submitting an application for the buyout of substantially damaged or destroyed structures and the elevation of less damaged structures under the FEMA HMGP.

Beginning with public outreach and program setup, our staff began collecting applications from property owners and compiling an HMGP application for the buyout of up to 1,000 properties and the elevation of 12 others through a \$102 million HMGP grant, which our team secured, implemented, and is in the process of closing out. In addition, Galveston County also engaged our team to assist with its extensive PA process and to act as a standby PA consultant for future disasters. Finally, on behalf of Galveston County, our team applied for a FEMA SRL grant to elevate many more flood-prone homes throughout Galveston County. The resulting \$31 million SRL grant award will be used to elevate as many eligible homes as possible and is being implemented by our team to closeout.

#### **Project Manager (September 2005–August 2006)**

##### **Jefferson County, Texas | Hurricane Rita Disaster Management**

Served as project manager to mobilize and deploy a full emergency response team in Jefferson County, Texas to assist with staging operations, project staffing and scheduling, and contracting and negotiations with the County's two debris removal contractors: Crowder Gulf and DRC. Services included temporary debris storage and recovery sites (TDSRS) selection and management, monitoring services, data management and call center operations.

#### **Senior Management**

##### **Disaster Debris Management Planning**

Mr. Buri has provided senior management on several disaster debris management plans. In this role, he oversees the location and assessment of debris management sites, assists in the determination of what type of debris the sites could accommodate, assessing the ingress and egress capabilities, managing environmental issues, and managing the challenges that specific sites would present to the community. Throughout the disaster debris management planning process, Mr. Buri works thoroughly with government leadership to establish and define roles and responsibilities for debris-generating events. Mr. Buri has managed the completion of disaster debris management plans for the following jurisdictions:

- Brazoria County, Texas
- Denton County, Texas
- City of Grand Prairie, Texas
- Collin County, Texas
- City of Mansfield, Texas
- City of Mesquite, Texas

#### **Senior Management (March-November 2010)**

##### **City of Corpus Christi, Texas | Hurricane Emergency Operations Plan**

Mr. Buri provided senior management to the development of a hurricane emergency operations plan for the City of Corpus Christi, Texas. The plan was developed to ensure operational readiness for the City to respond to a hurricane. This plan serves as a tool for lead departments and each coordinating City department to follow pre- and post-landfall to manage emergency efforts.



**EXPERIENCE SUMMARY**

Mr. Jeffrey Dickerson has more than 30 years of experience in program management, with extensive experience in technical organizational management, training, and readiness exercises. He is a military veteran with skills in leadership, training, and personnel development. As the Technical Applications Manager, Mr. Dickerson is responsible for the planning, development, deployment of technical applications supporting emergency response operations for the firm.

Mr. Dickerson has extensive experience in process improvement and application of advanced technology to boost efficiency post-disaster field and data operations. He recently presented at the National Hurricane Conference on the use and application of technology to improve disaster response cost efficiency.

Mr. Dickerson has led the development and support of Tetra Tech's automated debris management system (ADMS), RecoveryTrac™. As one of only three systems validated by the USACE, it is the preferred provider by the USACE debris contractors, providing ADMS services to 6 of 8 USACE districts globally. RecoveryTrac's flexibility and GIS capabilities provide best-in-class reporting and analysis tools. Additionally, RecoveryTrac's web-based data feeds enable direct integration into client GIS and emergency management systems.

**RELEVANT EXPERIENCE**

**GIS/ADMS Applications Manager (October 2017–July 2018)  
Sonoma, Napa, Lake and Mendocino Counties, CA | Wildfire Disaster  
Debris Private Property Debris Removal (PPDR) Program Management**

As part of a FEMA-Army Corps of Engineers (ACE) contractor team, Mr. Dickerson supported the deployment and data management of the ACE compliant ADMS and GIS technologies to automate documentation of the private property hazard removal and fire debris removal mission. Mission assignment also included site assessment and environmental remediation sampling. To date, over 3,450 properties have been assessed, sampled and fire debris removed generating nearly 761,000 tons of debris. Advanced GIS mapping, document, and data analysis portals were used extensively to document FEMA, ACE, and California environmental requirements. Deputy Project Manager (May 2017–October 2017)

**State of Louisiana, Restore Louisiana (ReLa) Program**

Mr. Dickerson managed the HUD-mandated environmental reviews (Tier II Site Specific Reviews) in accordance with 24 CFR Part 58 and the current Restore Louisiana Program Environmental Review (Tier II) Procedures for over 10,000 flood damaged properties.

**YEARS OF EXPERIENCE**

30 Years

**AREA OF EXPERTISE**

- Mobile and GIS Technology
- Resource Deployment and Tracking
- Readiness Training and Exercises
- Disaster Operations Support
- 20+ Years Military Experience

**DISASTERS**

- 4340 Hurricane Maria
- 4240 CA Wildfires
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4115 SD Winter Storm
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

**TRAINING/CERTIFICATIONS**

- FEMA IS-632, IS-700, IS-922
- MCDBA, Microsoft Certified Database Administrator
- MCSE, Microsoft Certified Network Engineer
- MCT, Microsoft Certified Trainer

**EDUCATION**

Thomas Edison University  
Associate of Science,  
Nuclear Engineering  
Technology, 1997

**GIS/ADMS Applications Manager (October 2016–May 2017)****States of Florida, Georgia, South Carolina and North Carolina | Hurricane Matthew Disaster Debris Public and Private Property Debris Removal (PPDR) Program Management**

Mr. Dickerson managed the deployment of customized GIS-enabled ADMS technology. The system documented removal of over 8.5 million CYs of debris and 198,000 tree hazards while supporting 720 ADMS field employee and 47 debris management sites at a removal rate of nearly 165,000 CYs/day.

**GIS/ADMS Applications Manager (October 2015–August 2016)****Lake and Calaveras Counties, CA | Wildfire Disaster Debris Private Property Debris Removal (PPDR) Program Management**

Mr. Dickerson managed the development and deployment of customized GIS-enabled ADMS technology to automate a private and commercial property hazard removal and demolition program, including environmental remediation sampling. Over 4,000 hazardous tree were removed and 1,000 structures were demolished generating nearly 100,000 cubic yards of mixed debris. Advanced GIS mapping, document, and data analysis portals were used extensively to document California environmental requirements.

**ADMS and Logistics Manager (May 2015–August 2015)****State of Texas | Severe Flooding Debris and Hazard Removal Program Management**

Mr. Dickerson managed the logistics and deployment of staff equipment and supplies as well as ADMS technology to 10 county and local clients in a multi-jurisdiction activation, including over 135 handheld devices removing 325,000 cubic yards of flood and household debris. Advanced GIS web services and data information portals were used extensively in managing the hazardous material pickups, road pass clearance, and public information applications.

**GIS Field Application Manager (November 2014–May 2015)****City of New Orleans, LA | Hurricanes Katrina Demolition Phase II Program Management**

Mr. Dickerson developed and deployed mobile field GIS technology to automate the private property demolition survey and documentation. Custom GIS base workflow automation provided custom form generation from collected field data. Phase II included the survey and demolition of over 375 structures.

**ADMS Application Manager (August 2012–July 2013)****St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management**

Mr. Dickerson managed the logistics and deployment of ADMS technology, including over 120 handhelds units used by the Parish to expedite the recovery process collecting over 225,000 cubic yards of debris. Detailed pickup locations and damage reports were used extensively to keep community leaders informed of progress.

**ADMS Application Manager (September 2011–June 2013)****City of Houston, Texas | Drought & Wildfires Debris Removal Monitoring**

Mr. Dickerson managed the multi-year logistics and deployment of ADMS technology, including over 25 handheld devices in a multi-phased removal of thousands of trees following a severe drought documenting over 260,000 cubic yards of debris. His responsibilities include the deployment, support, and staff training of the ADMS mobile system and development of custom mapping and reports.

**Data Operations Manager (September 2008–September 2011)****City of Houston and Harris County, Texas | Hurricane Ike Debris Removal Monitoring**

Following Hurricane Ike, Mr. Dickerson provided IT and logistics support to the City of Houston and Harris County. His responsibilities included IT site support, system setup, end-user training, equipment rentals, and supply distribution.



EXPERIENCE SUMMARY

Mr. Oliver Yao serves as a financial analyst for post disaster programs at Tetra Tech, Inc. Mr. Yao has over twelve years of industry experience in the four phases of emergency management: preparedness, response, recovery, and mitigation. In addition, Mr. Yao has supported response efforts to some of the largest disasters to affect the United States, including Hurricanes Katrina and Ike. Due to his experience, Mr. Yao also has unique knowledge and understanding of federal grant programs and the documentation requirements. This knowledge and experience has aided Mr. Yao in developing and implementing standard operating procedures (SOP) for documentation and data management that assist our clients during closeout and audit.

Mr. Yao also understands all aspects of our automated debris management system (ADMS), RecoveryTrac™. Due to his understanding, Mr. Yao is able to support all aspects of the ADMS handhelds, including field deployment, geospatial reporting, and future enhancements.

This knowledge and experience has aided Mr. Yao in providing local governments across the country with debris management consulting services such as the development of disaster debris management plans (DDMPs), the procurement of debris removal contractors, and the evaluation of debris management sites (DMS). Mr. Yao also has extensive experience assisting Florida communities with debris management services. He was part of the project team that helped develop the first Florida FEMA-approved DDMP for Escambia County.

RELEVANT EXPERIENCE

Senior Management and Data Oversight (October 2018–Present) Florida | Hurricane Michael Program Management

Hurricane Michael impacted the Florida panhandle region as a Category 5 hurricane. Mr. Yao currently provides senior management and data oversight for multiple projects in Florida including the cities of Lynn Haven, Springfield, and Callaway. Recovery efforts include private property debris removal and structural demolitions.

Senior Management and Data Oversight (September 2018–December 2018)

North Carolina | Hurricane Florence Program Management

Hurricane Florence impacted North Carolina in September of 2018. Mr. Yao provided senior management and data oversight for multiple projects in North Carolina including the counties of Onslow, Lenoir, and Craven.

Senior Management and Data Oversight (August 2017–April 2018) City of Houston, Texas | Hurricane Harvey Program Management

YEARS OF EXPERIENCE

12 Years

AREA OF EXPERTISE

- FEMA Reimbursement and Audit Support
• Disaster Debris Management
• Data Management
• FEMA-Compliant Disaster Planning
• RecoveryTrac™ ADMS
• Emergency Management Planning

GRANT EXPERIENCE

- FEMA PA

DISASTERS

- 4337 FL Hurricane Irma
• 4332 TX Hurricane Harvey
• 4283 FL Hurricane Matthew
• 4240 CA Valley Fire
• 4223 TX Flooding
• 4166 SC Winter Storm
• 4145 CO Flooding
• 4155 SD Winter Storm
• 4145 CO Flooding
• 4086 Hurricane Sandy
• 4080 Hurricane Isaac
• 4029 TX Wildfires
• 4024 Hurricane Irene
• 1791 Hurricane Ike
• 1786 Hurricane Gustav
• 1780 Hurricane Dolly
• 1679 Tornadoes
• 1676 MO Winter Storms
• 1665 NY Snowstorm
• 1603 Hurricane Katrina

EDUCATION

Rollins College, Crummer School of Business
Master of Business Administration, 2006

Rollins College
Bachelor of Arts, Economics, 2003

The southwest region of Texas was substantially impacted by Hurricane Harvey and the torrential rainfall amounts the system brought to the region. The City of Houston activated the monitoring and program management services of Tetra Tech. Mr. Yao provided senior management and data oversight to the project. To date, over 1.2 million cubic yards of debris have been collected in the City as a result of Hurricane Harvey.

**Senior Management and Data Oversight (May 2015–July 2015)****Hays County; Caldwell County; City of Houston, Texas | Severe Storms, Tornadoes, Straight-Line Winds, and Flooding Program Management**

Mr. Yao served as a senior management and data oversight manager for the Texas projects. He supported the projects by developing health and safety plans and verifying the projects met the project operations, timeline, deliverable, and budget standards for Tetra Tech.

**Regional Operations Manager (August 2012–December 2012)****City of New Orleans, Jefferson Parish, and St. John the Baptist Parish, Louisiana | Hurricane Isaac Debris Program Management**

Following Hurricane Isaac, Mr. Yao served as the regional operations manager, where he oversaw data management and field operations for the 3 projects and 10 sub-programs.

**Senior Management and Data Oversight (February 2014–June 2014)****South Carolina | Winter Storm Pax Disaster Debris Program Management**

The jurisdictions of Colleton County, SC; City of Sumter, SC; Sumter County, SC; Dorchester County, SC; and Barnwell County, SC were significantly impacted by Winter Storm Pax. Mr. Yao provided senior management and data oversight to the project managers assigned to the South Carolina projects. With Mr. Yao's support the projects met Tetra Tech standards for project operations, timelines, deliverables, and budgets.

**Senior Oversight (September 2011–August 2013)****Bastrop County, Texas | Wildfire Disaster Program Management**

Following the wildfires in Bastrop County, Mr. Yao was responsible for supporting all data management activities associated with the debris collection effort. The project resulted in 750 private property debris removals, the removal of 49,000 burnt trees, and the removal of 15,000 burnt trees from the right-of-way.

**Data Manager (September 2008–September 2011)****City of Houston, Texas | Hurricane Ike Disaster Debris Program Management**

Mr. Yao was responsible for supporting all data management activities associated with the debris collection effort following Hurricane Ike. He helped install a debris management database to track the huge numbers of trucks and debris loads brought to the City of Houston's temporary debris storage and recovery sites.

**Data Manager (September 2008–September 2010)****City of Galveston, Texas | Hurricane Ike Disaster Debris Program Management**

On September 13, 2008, Hurricane Ike made a direct hit on the City of Galveston as a top-end Category 2 hurricane with 110 mile-per-hour winds. As a result of Ike's 12–14 foot storm surge and damaging winds, thousands of homes and businesses were destroyed, producing more than 1.2 million cubic yards of debris. Mr. Yao served as regional data manager and oversaw all supporting documentation management and invoice reconciliation.

**Data Manager (September 2008–October 2009)****Harris County, Texas | Hurricane Ike Disaster Debris Program Management**

To assist Harris County with response and recovery efforts following Hurricane Ike, Mr. Yao managed contractor invoice reconciliation and data management activities related to PA-eligible work. He also provided Harris County with audit support during the Texas Division of Emergency Management audit.



**EXPERIENCE SUMMARY**

Mr. Phil Ivey has overseen recovery operations in response to some of the country's largest debris-generating disasters, including Hurricanes Sandy, Irene, Ike, Katrina, Wilma, Dennis, and Ivan; the 2013 Boulder County, Colorado floods; the 2006 ice storms in Buffalo, New York; and the Groundhog Day tornadoes that swept through Central Florida in February 2007. He has worked in communities stretching from the Gulf Coast region to upstate New York providing disaster recovery operations to ensure compliance with all Federal Emergency Management Agency (FEMA) and other reimbursement agency regulations. He provides FEMA-related guidance during times of activation based on his extensive experience managing disaster recovery efforts. This includes debris collection and disposal and developing project worksheets to accurately record the data to ensure proper reimbursement, payment reconciliation, and guidance on adhering to local, state, and federal regulations and policies governing debris collection and disposal.

**FEATURED RELEVANT EXPERIENCE**

**Regional Project Manager (October 2018-December 2018)**

**State of Georgia – United States Army Corps of Engineers (USACE)**

Mr. Ivey served as a regional project manager for the USACE mission to remove debris that was a result of Hurricane Michael in the State of Georgia. He oversaw debris removal documentation requirements for the central region counties that were part of the USACE mission.

**Project Manager, (February 2017 – Ongoing)**

**City of Houston, Texas | Hurricane Harvey**

Mr. Ivey currently serves as project manager for the parks department overseeing the removal of sand silt from the floods, due to Hurricane Harvey.

**Regional Program Manager (September 2017 – January 2018)**

**Cities of West Palm Beach, Boca Raton and Jupiter, Florida | Hurricane Irma Debris Removal Program Management**

Following Hurricane Irma in the fall of 2017, Mr. Ivey served as regional program manager for the Cities of West Palm Beach, Boca Raton and Jupiter Florida. Mr. Ivey oversaw the deployment and training of over 200 monitors in the first 10 days of operations. Mr. Ivey closely coordinated the use of shared disposal facilities with City officials, County officials and multiple debris hauling contractors. In addition, Mr. Ivey worked closely with officials in all 3 Cities to apply for and subsequently receive approval for Private Property Debris Removal Programs.

**Project Manager, (September 2017–February 2018)**

**Cape Coral, Florida | Hurricane Irma,**

Hurricane Irma's strong winds downed trees and left debris throughout the City and caused major damage to the City's canal system and seawall. Mr. Ivey served as the project manager for the waterways disaster debris

**YEARS OF EXPERIENCE**

12 Years

**AREA OF EXPERTISE**

- Disaster Debris Management
- Right-of-Way Debris Removal
- Disposal Operations
- Private Property Programs
- Hazardous Tree Removal
- FEMA PA Category A documentation and eligibility requirements

**DISASTERS**

- 4337 FL Hurricane Irma
- 4332 TX Hurricane Harvey
- 4297 Georgia Tornadoes
- 4283 FL Hurricane Matthew
- 4277 Louisiana Floods
- 4245 Texas severe storms
- 4155 SD Winter Storm
- 4145 Colorado Floods
- 4086 Hurricane Sandy
- 4084 Hurricane Isaac
- 4024 Hurricane Irene
- 1791 Hurricane Ike
- 1780 Hurricane Dolly
- 1735 OK Winter Storms
- 1679 FL Tornadoes
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina
- 1595 Hurricane Dennis
- 1551 Hurricane Ivan

**TRAINING/CERTIFICATIONS**

- OSHA 510: 40-Hour Construction Safety
- OSHA 40-Hour HAZWOPER
- OSHA 7600 Disaster Site Worker
- OSHA 10-Hour Construction Safety

monitoring operations, where he oversaw the removal of approximately 164,000 cubic yards of debris from the City's canals.

**Operations Manager (February 2013–January 2014)**

**New Jersey Department of Environmental Protection | Hurricane Sandy Waterways Debris Removal Program Management**

Mr. Ivey served as operations manager for the New Jersey Department of Environmental Protection (NJDEP) following Hurricane Sandy, where he managed the NJDEP's vessel recovery operations throughout the state as well as water debris removal for the northern part of the state.

**Operations Manager (November 2007–November 2013)**

**City of New Orleans, Louisiana | Hurricane Katrina Residential Demolition Program**

Mr. Ivey's responsibilities included documenting legal authority to demolish properties, which included surveying each structure, securing the legal ownership of nearly 2,000 properties, advising the legal owners of the impending demolition, and documenting the entire process from survey to demolition.

The unique demolition project required the identification and tracking of items with archeological significance to the surrounding area. Mr. Ivey's eye for detail for all aspects of the fast-paced demolition project ensured maximum reimbursement from FEMA for the City of New Orleans.

**Deputy Project Manager (September 2008–September 2011)**

**City of Houston, Texas | Hurricane Ike Disaster Debris Program Management**

Mr. Ivey was instrumental in helping the firm to quickly establish debris removal protocols, assign and direct debris haulers to zones, and keep city residents informed of the progress of the debris effort. The debris removal operation was a monumental effort involving approximately 1,000 personnel and the daily removal of 250,000 cubic yards of debris from the city.

**Project Manager (July–November 2008)**

**Hidalgo County, Texas | Hurricane Dolly Debris and Grant Management Services**

Mr. Ivey oversaw all project-related activities for Hidalgo County and its 16 cities and maintained a high level of communication between the various county, city, and FEMA officials. Through those relationships and diligent oversight, Mr. Ivey was able to add the removal of hazardous trees, branches, and stumps from many of the Hidalgo County parks. Mr. Ivey was also able to help get most of the vegetative debris recycled rather than burned or taken to a local landfill.

**Data Manager and Collection and Disposal Supervisor (September 2005–September 2008)**

**City of Pensacola, Florida | Hurricane Ivan Disaster Debris Program Management**

Following Hurricane Ivan, Mr. Ivey oversaw disaster recovery efforts for the City of Pensacola, including the proper collection and disposal of over 1.3 million cubic yards of debris. He was responsible for the database management of load tickets, approval of debris contractor invoices, and assisting the City of Pensacola with preparing project worksheets for FEMA reimbursement.

**Collier County, Florida | Hurricane Wilma Disaster Debris Program Management**

Mr. Ivey and other key members of the project team provided Collier County with daily progress reports, including maps showing beginning global positioning system (GPS) coordinates with pre-photos, daily progress, ending GPS coordinates, and post-event photos. The daily reports included documentation supporting daily debris removal quantities and documentation of the proper disposal of that debris. These reports were discussed at a weekly meeting with representatives from the Natural Resources Conservation Service (NRCS) and Collier County. Mr. Ivey also instructed team members on how to accurately measure work completed in order to ensure maximum reimbursement.



**EXPERIENCE SUMMARY**

Mr. Simpson is an experienced professional providing program management services for response and recovery. He has supported projects in the states of California, Louisiana, North Carolina, and Texas, where he was responsible for supervision and scheduling of staff and daily safety briefings. In addition, Mr. Simpson has previous knowledge of working in construction / plant maintenance, and has experience in interpreting and reading blueprints, diagrams and drawings.

**RELEVANT EXPERIENCE**

**Division Supervisor**  
**Carr Fire, CA – CalRecycle**

Mr. Simpson served as a Division Supervisor for the Carr Fire recovery effort in Shasta County, CA. He oversaw task force leaders assigned to materials receiving sites.

**Operations Manager (2017)**  
**Santa Rosa County, CA | Northern California Firestorm**

Mr. Simpson assisted in documenting and verifying time and materials services rendered to the County to support debris removal related to the Big Sur Fire. Mr. Simpson documented labor and equipment such as water trucks, excavators, box end trailers, tub grinders, and other equipment activated by the County to support debris removal efforts.

**Project Manager (2017)**  
**Fort Bend County, TX | Hurricane Harvey**

Mr. Simpson served as Project Manager for Fort Bend County following Hurricane Harvey. He was responsible for program oversight, task order preparation, forecasting, and quality assurance. To date Tetra Tech has monitored the removal of over 13,500 loads totaling over 458,000 cubic yards of debris.

**Project Manager (2016)**  
**Lenoir County, NC | Hurricane Matthew**

Tetra Tech provided disaster response monitoring services to Lenoir County after Hurricane Mathew devastated the area in October 2016. Mr. Simpson was responsible for the quality control of debris site/tower monitors, field coordinators, and project inspectors and ensuring that all documentation that is being captured is FEMA-compliant during debris removal operations. He was also responsible for the management of locally hired additional supervisors and field monitors, project timeline, and tasking.

**YEARS OF EXPERIENCE**

20 years

**AREA OF EXPERTISE**

- QA/QC
- OSHA Standards
- Welding Safety
- Crane/Hoist

**DISASTERS**

- 5259 CA Carr Fire
- 4382 CA Wildfires
- 4332 Hurricane Harvey
- 4283 Hurricane Matthew
- 4240 CA Wildfires
- 4223 TX Severe Storms

**TRAINING/CERTIFICATIONS**

- OSHA
- HAZMAT

**EDUCATION**

Texas State Technical College, Occupational Safety and Health, 1994

Wharton County Junior College, General Studies, 1989

**Project Manager (2016)**

**Saint Martin Parrish, LA | Severe Storms and Flooding**

In August 2016, prolonged rainfall in southern parts of the U.S. state of Louisiana resulted in catastrophic flooding that submerged thousands of houses and businesses. Mr. Simpson was responsible for the quality control of debris site/tower monitors, field coordinators, and project inspectors and ensuring that all documentation that is being captured is FEMA-compliant during debris removal operations.

**Field Supervisor (2016)**

**Calaveras County, CA | Butte Wildfire Disaster**

Following catastrophic fires that impacted Calaveras County in September 2015, many dead or dying trees that were a threat to fall and threaten citizens along the County right-of-way (ROW) were in need of mitigation. Tetra Tech was hired to complete a hazardous tree mitigation program, which included both ROW trees and private property. Mr. Simpson served as field supervisor for the project, which entailed 12,000 ROW and private property trees that were located on 86 miles or County ROW and 500 private properties.

**Field Supervisor (2016)**

**Houston, TX | Tax Day Floods**

In the spring of 2016, much of Eastern Texas was inundated with two devastating flooding events that inundated the region. Mr. Simpson was deployed to the City of Houston following severe storms and flooding that resulted in concentrated volumes of disaster debris in the City (300,000 CYs). Mr. Simpson served as a field supervisor, responsible for the quality control of debris site/tower monitors, field coordinators, and project inspectors and ensuring that all documentation that is being captured is FEMA-compliant during debris removal operations.



**EXPERIENCE SUMMARY**

Mr. Bosques is a data manager for Tetra Tech, Inc., where his understanding of Federal Emergency Management Agency (FEMA) eligibility and documentation requirements for public assistance debris removal programs have aided him in quality control and oversight of multiple projects.

Mr. Bosques has served as data manager on several private property debris removal (PPDR) programs and hanging limbs/hazardous tree removal programs. Mr. Bosques and Tetra Tech have focused on providing complete auditable datasets that maximize reimbursement and are project worksheet ready.

**FEATURED EXPERIENCE**

**Data Manager (August 2017- Present)**  
**City of Houston, Texas | Hurricane Harvey**

While Hurricane Harvey made landfill near Rockport, TX, the slow moving tropical system brought bands of heavy rain. An average of 40 inches of total rainfall, the equivalent of 1.2 trillion gallons of water, dropped onto Harris County and the City of Houston. As a result, the City experienced widespread flooding and activated program management and monitoring services from Tetra Tech. Mr. Ricardo, a local resident of the City, was designated as the lead data manager and has overseen the documentation of over 1.4 million cubic yard of debris removed. He also oversaw the reconciliation with the multiple prime contractors the City tasked with debris removal following Hurricane Harvey.

**Data Manager (October 2016 - Present)**  
**Town of Hilton Head, South Carolina | Hurricane Matthew Debris Program Management**

Mr. Bosques was deployed to the Town of Hilton Head, South Carolina after Hurricane Matthew affected the area causing flooding and extensive damage. As data manager, Mr. Bosques has been overseeing data management efforts and validating the documentation being reported for 2.1 million cubic yards of debris and over 40,000 hazardous trees.

**Data Manager (August 2016 – October 2016)**  
**CalRecycle | Erskine Fire Remediation and Disaster Recovery Services**

Following catastrophic fires that impacted California in August 2016, Tetra Tech was contracted through CalRecycle to provide project management and oversight of the Erskine wildfire recovery efforts. Mr. Bosques served as the data manager for the environmental and debris project involving over 200 parcels.

**PPDR Data Manager (January 2016-August 2016)**  
**Calaveras County, California | Catastrophic Fires**

The catastrophic fires that impacted Calaveras County left severe destruction and damage. As part of the selected contractor's team, Tetra Tech provided data management and administrative functions to support debris

**YEARS OF EXPERIENCE**

3 years

**AREA OF EXPERTISE**

- Disaster Debris Management
- Data Collection, Utilization, and Validation
- Data Management
- Report designs
- Public Relations
- GIS

**DISASTERS**

- 4332 Hurricane Harvey
- 4286 Hurricane Matthew
- 4272 Serve Storms and Flooding
- 4269 Serve Storms and Flooding
- 4240 CA Wildfires
- 4245 Texas severe storms

**EDUCATION**

Bachelor of Science, University of Texas at San Antonio  
San Antonio, TX, May 2013  
Biology with a concentration in Microbiology/Immunology

removal efforts of fire related debris and hazards from private property in the impacted areas. Mr. Bosques was deployed as the PPDR data manager for over 300 parcels.

#### **Data Manager (October 2015 – January 2016)**

##### **San Marcos, Texas | Severe Storms and Flooding Disaster Debris Program Management**

Mr. Bosques was deployed to the City San Marcos, Texas following severe storms and flooding that resulted in concentrated volumes of disaster debris in the City. As data manager, Mr. Bosques managed a variety of projects related to Post-Event recovery and monitoring services, and also interacted with clients, consultants, staff members and strategic partners to accurately document and efficiently recover disaster debris. He produced reports, documents, graphs and other management tools for tracking project process, and provided ongoing communication and project management tasks for both client and company use, utilizing a variety of technology to ensure both client satisfaction and project success. Lastly, Mr. Bosques was responsible for monitoring site safety and maintaining safety awareness to ensure safe working environment.

#### **Data Manager (October 2015 – March 2016)**

##### **Hays County, Texas | Memorial Day Flooding Disaster Debris Management**

Mr. Bosques was deployed to Hays County as a data manager to provide quality assurance and quality control (QA/QC) of debris monitoring documentation. Mr. Bosques also prepared daily status reports to provide the County with visibility into debris removal operations, and worked with the County and FEMA to meet supporting documentation requests needed for the development of PWs.

#### **Assistant Data Manager (June 2015 – August 2015)**

##### **City of Houston, Texas | Severe Storms and Flooding Disaster Debris Program Management**

Mr. Bosques served as Assistant Data Manager for the City of Houston, Texas following severe storms and flooding that resulted in 300,000 cubic yard of disaster debris in the City. Mr. Bosques worked alongside the data manager of the FEMA funded destruction relief program for the City of Houston, and was also in charge of zone clearances as well as the daily input of collection logs and data documentation.



**EXPERIENCE SUMMARY**

Mr. Benarroch is a regional data manager and invoice reconciliation manager for Tetra Tech, Inc. As a regional manager Mr. Benarroch is responsible for oversight and management of field data managers and invoice analysts. His areas of expertise include Federal Emergency Management Agency (FEMA) eligibility and documentation requirements, private property debris removal packet management, database management, and project reporting.

Mr. Benarroch also has an in-depth understanding of our Automated Debris Management System (ADMS) RecoveryTrac™. As such he can support the implementation of ADMS in the field as well as establish quality assurance and project reporting.

**FEATURED RELEVANT EXPERIENCE**

**Invoice Reconciliation Manager (January 2019-Present)**  
**CalRecycle | Camp Fire**

Mr. Benarroch currently serves as the invoice reconciliation manager for the Camp Fire incident. He provides oversight, quality control, and guidance for the invoice reconciliation leads for each of the three prime debris removal contractors.

**Regional Data Manager (October 2018-Present)**  
**State of Florida | Hurricane Michael**

Hurricane Michael made landfill in the Florida panhandle as a strong Category 4 hurricane. It caused unrepresented damage. Tetra Tech was activated by six clients ranging from the City of Lynn Haven to Wakulla County, Florida. Mr. Benarroch served regional data manager providing QA/QC of project deliverables and reporting. He also served as the invoice reconciliation manager where he oversaw invoice analyst reconciling over \$25 million in reimbursable contractor debris removal services.

**Regional Data Manager (September 2018- October 2018)**  
**State of North Carolina | Hurricane Florence**

Mr. Benarroch was deployed to North Carolina following Hurricane Florence. He served as a regional data manager overseeing multiple data managers assigned to projects in the State. Mr. Benarroch also served as an invoice reconciliation manager where he oversaw invoice analyst reconciling over \$13 million in reimbursable contractor debris removal services.

**Regional Data Manager (June 2018-August 2018)**  
**State of Connecticut | Connecticut Severe Storms, Tornadoes, and Straight-line Winds Debris Program Management**

Following the aftermath of a series of macrobursts that struck the towns of Brookfield, Danbury, New Fairfield, and Southbury, Mr. Benarroch was tasked as the regional data manager to oversee the daily operations and collection of real-time data. Mr. Benarroch supports the implementations of our ADMS

**YEARS OF EXPERIENCE**

2 years

**AREA OF EXPERTISE**

- FEMA Compliance Monitoring
- FEMA Reimbursement
- Reimbursement Policies and Procedures
- Data Management
- Invoice Reconciliation
- Database Systems

**GRANT EXPERIENCE**

- FEMA PA

**DISASTERS**

- 4399 Hurricane Michael
- 4393 Hurricane Florence
- 4385 Connecticut Severe Storms
- 4337 Hurricane Irma
- 4332 Hurricane Harvey
- 4283 Hurricane Matthew
- 4297 Georgia Severe Storms, Tornadoes, and Straight-line Winds
- 4240 Valley & Butte Fire
- 4106 Winter Storm Alfred PW Closeout

**EDUCATION**

University of Central Florida  
Bachelor of Science, Applied Mathematics, 2016

technology from the creation of the project within our database to the day-to-day use by our field monitoring staff. Quality assurance (QA) and quality control (QC) procedures are supported remotely through custom reporting services. Mr. Benarroch further aids in hauler invoice reconciliation and compliance management against contract documentation.

### **Senior Data Manager (May 2018-Current)**

#### **Collier County, FL | Hurricane Irma Waterway Disaster Debris Removal Program**

Mr. Benarroch has been tasked as the senior data manager overseeing the Collier County, FL waterway disaster debris removal program. Mr. Benarroch is responsible for the supervision and inspection of all collected documentation, such as the eligibility of photos against contract requirements, GIS mapping of waterways, and remote database management. In addition, Mr. Benarroch is responsible for all hauler invoice reconciliation and compliance management to contract documentation.

### **Regional Data Manager (September 2017-August 2018)**

#### **State of Florida | Hurricane Irma | Disaster Debris Program Management**

Following the aftermath of Hurricane Irma, Mr. Benarroch was deployed as a regional data manager to oversee the daily data operations of the South Florida projects including the Florida Keys and Miami-Dade County. Mr. Benarroch supported the implementation of our ADMS technology through all phases of operations over multiple projects across the region. Mr. Benarroch aided in FEMA compliance management, including QA/QC of right-of-way load collection, and managing the documentation for all hazardous tree and hanger removal for the various programs. Mr. Benarroch was also heavily involved in the hauler invoice reconciliation and project data close out to validate the clients received the proper data and documentation to satisfy all FEMA requirements.

### **Regional Data Manager (August 2017-June 2018)**

#### **State of Texas | Hurricane Harvey | Disaster Debris Program Management**

Mr. Benarroch was deployed as a regional data manager following the aftermath of Hurricane Harvey. Mr. Benarroch supported the implementation of our ADMS technology through all phases of operations over multiple projects across the state. Mr. Benarroch aided in FEMA compliance management, including QA/QC of right-of-way load collection. In addition, Mr. Benarroch took on the responsibility of training and establishing local data managers across the state to oversee individual projects. Mr. Benarroch was also involved in the hauler invoice reconciliation and project data close out to validate the clients received the proper data and documentation to satisfy all FEMA requirements.

### **Data Manager (April 2017-September 2017)**

#### **Calaveras County, California | Butte Fire**

Following catastrophic fires that impacted Calaveras County, many dead or dying trees that were a threat to fall and threaten citizens along the County right-of-way (ROW) were in need of mitigation. Tetra Tech was hired to complete a hazardous tree mitigation program, which included both ROW trees and private property. Mr. Benarroch supported documentation management, reporting, and tree surveying efforts.

### **Data Manager (February 2017 - June 2017)**

#### **Dougherty County, Georgia | Georgia Severe Storms, Tornadoes, and Straight-line Winds Debris Removal Program Management**


Mr. Benarroch was essential to the Dougherty County debris removal program as a data manager. Mr. Benarroch offered remote support and was heavily involved in the QA/QC checks to validate the client received the proper data and documentation to satisfy all FEMA requirements. These checks involved in-depth reviews of GIS collected data for both load collection and hazardous tree and hanger removal tickets and the managing of physical and digital documentation.

# SAM.gov Registration

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(ComnSquad) M... cHarveyProjectDashboard... cProjectDashboard - Repo... ToolTalk dlrmaProjectDashboard - ... EM Preparedness Backlog ... QA-QC-Graphics Request LaPAC - Louisiana Bids



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**ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 02/15/2020 from 8:00 AM to 1:00 PM

### Entity Dashboard

**TETRA TECH, INC.**  
DUNS: 080106449 CAGE Code: 0YEM5  
Status: Active  
Expiration Date: 09/26/2020  
Purpose of Registration: All Awards

1 S Wacker Dr Ste 3700  
Chicago, IL, 60606-4651,  
UNITED STATES

[Entity Overview](#)

[Entity Registration](#)

- [Core Data](#)
- [Assertions](#)
- [Reps & Certs](#)
- [POCs](#)

[Exclusions](#)

- [Active Exclusions](#)
- [Inactive Exclusions](#)
- [Excluded Family Members](#)

[RETURN TO SEARCH](#)

### Entity Overview

**Entity Registration Summary**

Name: TETRA TECH, INC.  
Business Type: Business or Organization  
Last Updated By: Renee Valentino  
Registration Status: Active  
Activation Date: 09/27/2019  
Expiration Date: 09/26/2020

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### Exclusion Summary

Active Exclusion Records? No

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[Data Access](#) [Accessibility](#) [GSA.gov/IAE](#)



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- ▲ ALERT - There may be a delay in data updates between the Small Business Administration (SBA) and SAM. If you notice any issues with your entity's SBA status or trouble on the SBA Supplemental page, please contact the Federal Service Desk.
- ▲ ALERT - Direct hyperlinks to the Federal Acquisition Regulation (FAR) are not working due to Acquisition.gov maintenance. SAM.gov will restore all hyperlinks as soon as the FAR is restored on Acquisition.gov.

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[RETURN TO SEARCH](#)

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Name: TETRA TECH, INC.  
Business Type: Business or Organization  
Last Updated By: Renee Valentino  
Registration Status: Active  
Activation Date: 11/20/2018  
Expiration Date: 11/20/2019

##### Exclusion Summary


Active Exclusion Records? No

Previous:

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Username  Password    
Forgot Username? Forgot Password?

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- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
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[RETURN TO SEARCH](#)

**TETRA TECH, INC.**  
DUNS: 080106449 CAGE Code: 0YEM5  
Status: Active  
Expiration Date: 12/20/2018  
Purpose of Registration: All Awards

15 Wacker Dr Ste 3700  
Chicago, IL, 60606-4651,  
UNITED STATES

#### Entity Overview

**Entity Registration Summary**

Name: TETRA TECH, INC.  
Business Type: Business or Organization  
Last Updated By: Renee Valentino  
Registration Status: Active  
Activation Date: 12/20/2017  
Expiration Date: 12/20/2018

#### Exclusion Summary


Active Exclusion Records? No

# SAM.gov Registration

https://sam.gov/SAM/pages/public/entitySearch/entitySearchEntityOverview General Services Administration View Details - Entity Overview

sw Favorites Tools Help

(CommSquad) M... cHarveyProjectDashboard... cProjectDashboard - Repo... ToolTalk cIrmaProjectDashboard - ... EM Preparedness Backlog ... QA-QC-Graphics Request LaPAC - Louisiana Bids



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- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
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[RETURN TO SEARCH](#)

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Purpose of Registration: All Awards

18 Wacker Dr Ste 3700  
Chicago, IL, 60606-4651,  
UNITED STATES

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#### Exclusion Summary

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Search Records Disclaimers FAPIS.gov  
Data Access Accessibility GSA.gov/LAE



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- › [Entity Registration](#)
  - › [Core Data](#)
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  - › [Reps & Certs](#)
  - › [POCs](#)
- › [Exclusions](#)
  - › [Active Exclusions](#)
  - › [Inactive Exclusions](#)
  - › [Excluded Family Members](#)

[RETURN TO SEARCH](#)

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Active Exclusion Records? No

Previous:

Browser tabs: View Details - Entity Overvi...  
t View Favorites Tools Help  
HarveyProjectDashboard... cProjectDashboard - Repo... ToolTalk ClrmaProjectDashboard - ... EM Preparedness Backlog ... QA-QC-Graphics Request LaPAC - Louisiana Bids Marketing Schedule - In-P...



Username   
Forgot Username?

Password   
Forgot Password?

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Create an Account

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- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
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  - Active Exclusions
  - Inactive Exclusions
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[RETURN TO SEARCH](#)

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Business Type: Business or Organization  
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Registration Status: Active  
Activation Date: 12/20/2017  
Expiration Date: 12/20/2018

##### Exclusion Summary

Active Exclusion Records? No

**Section 3: Qualifications/Experience  
OSHA Safety Log Summaries – 2016, 2017, 2018**

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the LHD to verify that the entries are complete and accurate before completing this summary.

Using the LHD, count the recorded injuries you made for each category. Then enter the counts below, making sure you've added an entry from every page of the LHD. If you had no cases, enter "0".

Employment figures for establishments and non-establishments must be entered on OSHA Form 300 in the column "Total number of employees." They also have been included on the LHD Form 300 or its equivalent. See 29 CFR 1904.26 for OSHA's recordkeeping rule, or former editions of this document for further forms.

| Number of Cases | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of cases involving loss of consciousness |
|-----------------|--|--|---|
| 0               | 21   | 21   | 0   |
| (0)             | (0)  | (0)  | (0)   |

| Number of Days | Total number of days lost due to injury or illness | Total number of days lost due to job transfer or restriction |
|----------------|--|--|
| 585            | 331  | 331  |
| (0)            | (0)  | (0)  |

| Total number of... | (1) Injury | (2) Skin Disorder | (3) Respiratory Condition | (4) Poisoning | (5) Hearing Loss | (6) All Other Injuries |
|--------------------|------------|-------------------|---------------------------|---------------|------------------|------------------------|
|                    | 76         | 2                 | 0                         | 0             | 0                | 0                      |
|                    | (76)       | (2)               | (0)                       | (0)           | (0)              | (0)                    |

Print 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 26 minutes per response, including time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20503, Office of Management and Budget, Paperwork Project (0704-0188). Send all other comments regarding this collection of information to Washington, DC 20503, U.S. Department of Labor, OSHA, Office of Statistics, Room N-2944, 200 Constitution Ave., NW, Washington, DC 20370. Do not send the completed form to this office.

**Establishment Information**

Your establishment name: Tech Tool Box, All Enterprises

Street: 2175 Ball Road Blvd City: Chap State: CA

City: Phoenix Position: \_\_\_\_\_

Industry description (e.g., Manufacturer of metal tool boxes)  
Production of Scientific and Technical Consulting Services

Standard Industrial Classification (SIC), if known (e.g., 332-3172) \_\_\_\_\_  
 OR North American Industrial Classification (NAICS), if known (e.g., 332812) \_\_\_\_\_

**Employment Information**

Annual average number of employees: 17231

Total hours worked by all employees last year: 34972284

Sign here: \_\_\_\_\_

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Charles M. Mica Company executive

OSHA Form 300-2015-1004 Date: January 13, 2016

OSHA's Form 300A (Rev. 01/2004)  
**Summary of Work-Related Injuries and Illnesses**

All establishments covered by Part 1904 must complete this Summary page, even if no 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 1904.35, 36; OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

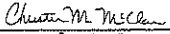
| Number of Cases        |  |  |  |
|------------------------|--|--|--|
| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
| 1<br>(G)               | 13<br>(H)                                      | 15<br>(I)  | 48<br>(J)                              |

| Number of Days                      |   |
|-------------------------------------|---|
| Total number of days away from work | Total number of days of job transfer or restriction |
| 538<br>(K)                          | 526<br>(L)  |

| Injury and Illness Types |               |                   |                           |
|--------------------------|---------------|-------------------|---------------------------|
| Total number of...       | (1) Injury    | (2) Skin Disorder | (3) Respiratory Condition |
| (M)                      | 71            | 5                 | 0                         |
|                          | (4) Poisoning | (5) Hearing Loss  | (6) All Other Illnesses   |
|                          | 0             | 1                 | 0                         |

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 58 minutes per response, including time to review the instruction, search existing data sources, 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 aspects of this data collection, contact: U.S. Department of Labor, OSHA Office of Statistics, Room N-3844, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

| Establishment Information  |  |
|--|--|
| Your establishment name  | Tetra Tech Inc. - All Enterprise Result                |
| Street   | 3475 East Foothill Blvd.                               |
| City   | Pasadena   |
| State  | CA   |
| Zip  | 91107  |
| Industry description (e.g., Manufacture of motor truck trailers)   | Professional Scientific and Technical Services         |
| Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  |  |
| OR North American Industrial Classification (NAICS), if known (e.g., NAICS 541212)   | 5 4  |
| Employment Information   |  |
| Annual average number of employees   | 14,921   |
| Total hours worked by all employees last year  | 27,354,745   |
| 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.                          |  |
| <br>Chester M. Mullen<br>Company Executive<br>626.351.4654<br>Phone | VP, Corporate H&S<br>Title<br>January 30, 2018<br>Date |

**OSHA's Form 300A (Rev. 01/2004)**  
**Summary of Work-Related Injuries and Illnesses**

All establishments covered by Part 1904 must complete this Summary page, even if no 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 and mark the cases category. Then, with the totals below, entering any job's entries under the entries from every page of the Log. If you have no cases write "0".

Employees whose employers and their representatives have the right to review the OSHA Form 300A are entitled. They also have access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.26 or 1904.33 (Penalties for failure to allow access to the OSHA Form 300A).

| Number of Cases           | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---------------------------|--|--|--|
| 1                         | 17   | 18   | 41                                     |
| (a) Injury                |  |  |  |
| (b) Respiratory Condition |  |  |  |
| (c) Hearing Loss          |  |  |  |
| (d) Other Illness         |  |  |  |
| (e) Skin                  |  |  |  |
| (f) Other                 |  |  |  |
| (g) Total                 | 17   | 18   | 41                                     |

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Read the instructions for the attachment of this summary to the OSHA Form 300A and the OSHA Form 301 or its equivalent. Review the instructions and attach the summary to the OSHA Form 300A. Review the instructions and attach the summary to the OSHA Form 301 or its equivalent. Review the instructions and attach the summary to the OSHA Form 301 or its equivalent. Review the instructions and attach the summary to the OSHA Form 301 or its equivalent.

**Establishment Information**

Your establishment name: Four Tech Inc. - All Employees

Street: 107 East 10th St City: Shelton State: CT ZIP: 06487

Industry description (Use Manufacturing of metal parts unless Professional Scientific and Technical Services): Manufacturing of metal parts related to health care equipment

Standard Industrial Classification (SIC) (7 figure) (e.g., 337215): 337215

OR North American Industrial Classification (NAICS) (6 figure) (e.g., 337211): 337211

**Employment Information**

Annual average number of employees: 14,301

Total hours worked by all employees last year: 27,792,485

Sign here: \_\_\_\_\_

Knowledge: I, the signing this document, may result in a fine.

I hereby declare that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Signature: Charles W. McCall Title: General Manager

Company Name: Four Tech Inc. Address: 107 East 10th St, Shelton, CT 06487

Date: \_\_\_\_\_

## **Section 3: Qualifications/Experience Bond Capacity Letter**



**Zurich North America Surety**

Phone 213-270-0803

777 S. Figueroa Street, Suite 3900  
Los Angeles, CA 90017

Fax 213-270-0845

February 19, 2020

Hidalgo County, Texas  
Purchasing Department  
2802 S. Bus. Hwy 281  
Edinburg, TX 78539

RE: Tetra Tech, Inc.  
Surety Reference Letter  
RFP No. 2019-238-03-04-HGO for Debris Monitoring & Management Services Assistance

To Whom It May Concern:

Zurich American Insurance Company ("Zurich") acts as surety for Tetra Tech, Inc. ("Tt") and its contracting matters. Zurich enjoys the A.M. Best's Guide rating of A+XV respectively and is listed in the Federal Register as a surety acceptable for Federal projects, and is a licensed, admitted surety in all fifty United States.

Tt is an organization, which has in the past obtained construction contracts in excess of \$350,000,000 in size with an aggregate bond capacity of approximately \$750,000,000. This would not preclude us from considering projects and programs in excess of those parameters. The statement of these values is neither a commitment nor a limitation of the bonding capacity of Tt. At the request of Tt, Zurich will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between Tt and Zurich, and will be subject to underwriting at the time of the final bond request, which will include but not limited to the acceptability of the contract documents, bond forms and financing.

Sincerely,

ZURICH AMERICAN INSURANCE COMPANY



B. Aleman, Attorney-in-Fact

# Resources & Availability

## Staff Overview

Tetra Tech's staff consists of experienced emergency managers and disaster recovery professionals who possess hands-on experience in recent disasters and emergencies. Tetra Tech's professional staff also boasts a wealth of experience with prevention, mitigation, preparedness, response, and recovery programs. Our grant management experts have assisted clients with applying for and retaining grant funds even after closeout and audit processes. Our team has extensive experience assisting local and state governments with managing and documenting projects that are eligible for federal funding through the Federal Emergency Management Agency Public Assistance (FEMA PA) Program, including multiple, large PA programs for Vermont, Texas, Virginia, South Dakota, and Connecticut as well as local PA programs for the Port of Galveston, TX, Boulder County, CO, Napa County, CA, and the City of Napa, CA. Our team also has significant experience with Federal Highway Administration-Emergency Relief (FHWA-ER) federal reimbursement, having assisted over 60 clients with FHWA application, project management, and reimbursement.

Our team has managed projects in response to every hurricane making landfall in the United States since 2004. As a result, our staff has experience in maximizing assistance to our clients by working to obtain funding from every source available after disaster has struck.

In compliance with the County's request for proposals, resumes and information on our project team may be found in **Section A: Qualifications/Experience**. Tetra Tech provides reasonable assurance that the personnel listed below will be available to work on future projects. Additionally, should the need arise we will notify the County prior to making any staff changes.

| Name  | Summary of Qualifications   |
|---|---|
| <p><b>Phil Ivey</b><br/><i>On-Site Project Manager</i></p>        | <ul style="list-style-type: none"> <li>• <b>Over 12 years of experience</b> overseeing recovery operations in response to some of the country's largest debris-generating disasters and has worked in communities stretching from the Gulf Coast region to upstate New York.</li> <li>• Provides FEMA-related guidance during times of activation based on his extensive experience managing disaster recovery efforts including debris collection and disposal and developing project worksheets to accurately record the data to ensure proper reimbursement, payment reconciliation, and guidance on adhering to local, state, and federal regulations and policies governing debris collection and disposal.</li> <li>• Served as Project Manager for Hidalgo County following Hurricane Dolly, where he was able to add the removal of hazardous trees, branches, and stumps from many of the Hidalgo County parks, and was also able to help get most of the vegetative debris recycled rather than burned or taken to a local landfill.</li> </ul> |
| <p><b>Scott Simpson</b><br/><i>DMS &amp; Field Supervisor</i></p> | <ul style="list-style-type: none"> <li>• <b>Over 20 years of experience</b> providing program management services for response and recovery</li> <li>• Provides quality control of debris site/tower monitors, field coordinators, and project inspectors and ensuring that all documentation that is being captured is FEMA-compliant during debris removal operations. Also responsible for the management of locally hired additional supervisors and field monitors, project timeline, and tasking.</li> <li>• Served as Project Manager for Fort Bend County, Texas following Hurricane Harvey where he was responsible for program oversight, task order preparation, forecasting, and quality assurance</li> </ul>   |
| <p><b>Ricardo Bosques</b><br/><i>Data Manager</i></p>             | <ul style="list-style-type: none"> <li>• Has over 3 years of experience as a data manager, where his understanding of FEMA eligibility and documentation requirements for public assistance debris removal programs have aided him in quality control and oversight of multiple projects.</li> <li>• Has served as data manager on several private property debris removal (PPDR) programs and hanging limbs/hazardous tree removal programs.</li> </ul>  |

| Name   | Summary of Qualifications  |
|--|--|
| <p><b>Joe Benarroch</b><br/><i>Billing/Invoice Analyst</i></p> | <ul style="list-style-type: none"> <li>• Provided support to multiple Texas communities following Hurricane Harvey and flooding events.</li> <li>• Regional data manager and invoice reconciliation manager responsible for oversight and management of field data managers and invoice analysts.</li> <li>• Areas of expertise include Federal Emergency Management Agency (FEMA) eligibility and documentation requirements, private property debris removal packet management, database management, project reporting, and our ADMS, RecoveryTrac™.</li> <li>• Deployed as a regional data manager for multiple Texas communities following the aftermath of Hurricane Harvey.</li> </ul>   |
| <p><b>Jeff Dickerson</b><br/><i>GIS Analyst</i></p>            | <ul style="list-style-type: none"> <li>• <b>More than 30 years of experience</b> in program management and information technology and is the principal system architect of our automated debris management system (ADMS), RecoveryTrac™.</li> <li>• Managed numerous large disaster response operations with over 1,000 field monitors, coordinated the operation of 24-hour data processing centers (some with nearly 100 personnel), and provided technical support for a debris management database to track over 1,000 trucks and the documentation for over 5 million CYs of debris brought to clients' debris management sites</li> <li>• Led deployment and logistics efforts for some of the firm's largest debris monitoring efforts. Most recently, he oversaw the deployment of over 6,000 field units to over 100 clients following Hurricanes Harvey, Irma, and Maria.</li> </ul> |

## Workforce Planning Standards

Based on the workforce planning standards described in the County's request for proposals and our numerous experiences working with local governments following debris-generating events, the following matrix illustrates our workforce mobilization following activation by the County. Tetra Tech is committed to providing adequate staff within 48 hours of activation.

Many of our mobilization requirements are directly proportional to the debris haulers needs. For example, as the debris hauler "ramps-up" during the initial two weeks of operations, Tetra Tech will respond accordingly with additional staff, and as the debris hauler scales back operations during project closeout, the need for Tetra Tech staff will diminish.

Tetra Tech is committed to working with the County to understand these staffing changes and the impact on the total dollar amount of the project. As a component of the Tetra Tech Monitoring Plan, we will estimate total staffing needs on a week-by-week basis over the duration of the project.

Exhibit 4-1: Tetra Tech Mobilization Matrix

| Title                               | Industry Standards | Debris Hauler Mobilization | Mobilization Requirements  |
|-------------------------------------|--------------------|----------------------------|----------------------------|
| <b>Supervisors</b>                  |                    |                            |                            |
| <b>Project Manager</b>              | 1 per project      | N/A                        | 1 full time employee (FTE) |
| <b>Debris Management Consultant</b> | 1 per project      | N/A                        | 1 FTE                      |
| <b>Operations Manager</b>           | 1 per project      | N/A                        | 1 FTE                      |
| <b>Mobilization Operations</b>      |                    |                            |                            |
| <b>GIS Analyst</b>                  | 1 per project      | N/A                        | 1 FTE                      |
| <b>Truck Certification</b>          | 3 per project      | 150 dump bodies            | 3 FTE                      |

SECTION 4: RESOURCES & AVAILABILITY

|  |                      |  |        |
|--|----------------------|--|--------|
| <b>Environmental Specialist</b>                      | as needed            | N/A  | 1 FTE  |
| <b>Collection Operations</b>                         |                      |  |        |
| <b>Project Coordinator</b>                           | 1:50 monitors        | N/A  | 1 FTE  |
| <b>Field Supervisors</b>                             | 1:10 monitors        | N/A  | 3 FTE  |
| <b>Field Coordinator (Crew Monitors)</b>             | 1/loading unit       | 30 loading units                           | 30 FTE |
| <b>Project Inspector (Citizen Drop-Off Monitors)</b> | as needed            | N/A (2 per each residential drop off site) | 10 FTE |
| <b>Disposal Operations</b>                           |                      |  |        |
| <b>Disposal Supervisor</b>                           | 1:5 Sites            | N/A  | 1 FTE  |
| <b>Debris Site/Tower Monitors</b>                    | 2 per TDSRS location | 2 TDSRS locations                          | 4 FTE  |
| <b>Data Operations</b>                               |                      |  |        |
| <b>Billing/Invoice Analyst</b>                       | 1 per project        | N/A  | 1 FTE  |
| <b>Automated Ticketing Specialist</b>                | 1 per project        | N/A  | 1 FTE  |

### Total Available Personnel

At Tetra Tech, our ability to serve our clients begins and ends with our seasoned disaster recovery professionals. Our team consists of experienced emergency managers, disaster preparedness specialists, engineers, surveyors, and hazardous waste technicians who possess hands-on experience in recent disasters and emergencies as well as prevention, mitigation, preparedness, response, and recovery programs. Tetra Tech’s disaster recovery professionals have managed projects in response to hurricanes, floods, tornadoes, fires, ice storms, and straight-line wind events in 20 states with simultaneous activations in nine states. This has included large-scale debris monitoring involving a minimum of 1 million cubic yards (CY) of debris for 23 government entities. Exhibit 4-2 lists the total number of personnel available to the County.

Exhibit 4-2: Total Personnel Available

| Resource  | Total Number of Personnel Available |
|---|-------------------------------------|
| <b>Management Team</b>  |                                     |
| Project Principals  | 9                                   |
| Project Managers  | 38                                  |
| Operations Managers   | 42                                  |
| <b>Field Staff</b>  |                                     |
| Field Coordinators (Crew Monitors)                                  | 1500*                               |
| Debris Site/Tower Monitors  | 120*                                |
| Field Supervisors<br>(7:1 Monitor-to-Field Supervisor Ratio)        | 55*                                 |
| Project Coordinators<br>(50:1 Monitor-to-Project Coordinator Ratio) | 35*                                 |

\* Indicates available Tetra Tech resources. Tetra Tech will staff positions with locally hired residents whenever possible.

## Contracting with Historically Underutilized Businesses (HUB)

As firm policy, Tetra Tech conscientiously looks for opportunities to work with small, women-, minority-owned and disadvantaged business enterprises where specific and individual capabilities complement our own for the benefit of the successful completion of a project.

In fact, in 2016 Tetra Tech was presented with the **Mentor of the Year Award** by the U.S. Agency for International Development’s Office of Small and Disadvantaged Business Utilization. The Mentor of the Year Award annually recognizes a large prime contractor for effective development assistance given to a small business. Tetra Tech received the award at the USAID Annual Small Business Conference held on May 4, 2016, in Washington, DC.



*Tetra Tech receiving the City of Houston Goods and Services Prime Contractor of the Year Award at the 6<sup>th</sup> Annual Champions of Diversity Awards Ceremony.*

In February 2019, Tetra Tech received the **City of Houston Goods and Services Prime Contractor of the Year Award at the 6<sup>th</sup> Annual Champions of Diversity Awards Ceremony**. Tetra Tech is honored to be selected for such award, and it demonstrates our commitment to work with minority, women, small, and disabled business enterprises.

We have established working relationships with a number of small, women-, and minority-owned firms, and have worked with many agencies having equal employment opportunity requirements. In addition, we maintain a comprehensive file of the qualifications and experience of these firms to aide us in selecting appropriate subcontractors for specific project tasks. Tetra Tech has already performed a Good Faith Effort outreach to firms whose capabilities may be of benefit to this project, and has chosen to team with AEC Engineering, LLC (AEC Engineering) and SAM Engineering & Surveying (SAMES). Tetra Tech commits to subcontract 30% of the total contract services to Texas Certified MWDBEs/HUBs through the combination of our subcontractors. Percentage per subcontractor will depend on the subcontractor’s ability to provide the staff requested within required timelines.



AEC Engineering is a locally owned and operated full-service engineering company whose primary work focus is the Rio Grande Valley. Additionally, most of their employees have lived in the region for most of their lives and are very familiar with the general geographical characteristics of the area. They provide Civil Engineering Services such as land development feasibility studies, residential and commercial land development, subdivision plat development, construction management oversight, site plan preparation, site grading and drainage plans, hydrology studies, drainage reports and calculations, on-site sanitary sewer facility design, sanitary sewer collection system design, composite elevated storage tanks, water and waste water treatment design. Additionally, they offer a wide range of environmental engineering services.



SAMES is a Hidalgo County-based, full-service engineering, surveying, and construction management firm and provides a complete range of professional services including planning, funding application assistance, surveying, design, financial analysis, permit acquisition, project management, environmental evaluations, contract administration, construction management and inspections, and construction close-out.

SAMES has extensive experience working with Hidalgo County having completed multiple projects owned or administrated by the County or one of its funding programs, providing an in-depth knowledge and familiarity with the County's processes and requirements in managing and executing small and large-scale projects

*Good Faith Effort documentation has been provided at the end of this section.*

## Ability to Handle Multiple Contractual Obligations

*Successfully deployed more than 6,000 field staff throughout the country to respond to clients affected by Hurricane Irma in Florida, Hurricane Harvey in Texas, Hurricane Maria in Puerto Rico, and multiple wildfires in California.*

As a United States Army Corps of Engineers (USACE) contractor for large-scale debris removal missions and a firm with multiple statewide contracts, Tetra Tech prepares and responds to multiple contractual obligations routinely by planning, implementing, and updating a concept of operations (CONOPS) plan. The Tetra Tech CONOPS provides the project team with established common processes for managing resources, timelines, schedules, problem resolution, and tasks.

Our internal structure mirrors the Incident Command System (ICS) structure, which allows the project team to scale as needed, coordinate responses, and adapt to match the needs and complexities of our response. Some positions within the Tetra Tech organization structure are responsible for field level responsibilities and some are an overarching support function for the project's needs. The Tetra Tech organizational structure also includes subcommittees or task forces who are assigned specific tasks or support the resolution of problems identified.

We prepare our team and assess our resource reserves regularly by conducting firm-wide exercises. The firm-wide exercises test our readiness while also identifying areas for improvement. Topics that are continually addressed and refined are managing logistical deployment resources, recruiting, automated debris management system (ADMS) implementation, and changes necessary to comply with current federal guidance.

## Ability to Respond

Clients count on us to respond in their time of need, and we deliver. The firm has never failed to respond to our clients' deployment and mobilization needs, regardless of location or disaster. Tetra Tech understands the organized chaos of an effective response and recovery.

Since 1990, Tetra Tech has been providing comprehensive emergency response services to both governmental and private clients. Most notably, we have continuously supported EPA's Emergency Response and Removal program since 1995, serving as prime contractor or subcontractor in eight of the ten regions across the country. Over this time, we provided technical consulting expertise on nearly 2,000 emergency response efforts nationwide. We have responded to all types of incidents, including industrial plant explosions, chemical fires, train derailments, oil spills and pipeline ruptures impacting environmentally sensitive areas, clandestine drug laboratory operations, mercury spills in residences and schools, releases of unknown hazardous substances, chemical and biological agent incidents, and natural disasters, such as floods, tornadoes, and hurricanes.

*Our team has successfully deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice. Exhibit 4-3 highlights some of Tetra Tech's representative deployment mobilization response periods.*

### DISASTERS AND SIMULTANEOUS CONTRACTS

- Hurricane Michael: 13
- Hurricane Florence: 12
- Hurricane Irma: 58
- Hurricane Harvey: 31
- Hurricane Matthew: 35
- Winter Storm Pax: 7
- Hurricane Sandy: 13
- Hurricane Isaac: 5
- Winter Storm Alfred: 19
- Hurricane Irene: 22
- Hurricane Ike: 80

Exhibit 4-3: Representative Tetra Tech Response Deployment

| Event and Year                        | Staff Mobilized | Mobilization Periods* |
|---------------------------------------|-----------------|-----------------------|
| Hurricane Michael (2018)              | 665             | 4 days                |
| California Wildfires (2018)           | 1,000           | 7 days                |
| Hurricane Florence (2018)             | 450             | 3 days                |
| Hurricane Harvey (2017)               | 1,417           | 10 days               |
| Hurricane Irma (2017)                 | 2,452           | 10 days (ongoing)     |
| Hurricane Matthew (2016)              | 800             | 5 days                |
| Texas Flooding – (October 2015)       | 50              | 2 days                |
| Texas Flooding – (May 2015)           | 150             | 3 days                |
| California Wildfires (2015)           | 100             | 2 days                |
| Hurricane Joaquin (2015)              | 12              | 10 days               |
| Hurricane Sandy (2012)                | 90              | 4 days                |
| Hurricane Isaac (2012)                | 400             | 3 days                |
| State of Connecticut Snowstorm (2011) | 450             | 7 days                |
| Hurricane Irene (2011)                | 500             | 5 days                |
| Hurricane Ike (2008)                  | 3,200           | 10 days               |
| Hurricane Gustav (2008)               | 250             | 5 days                |
| Hurricane Dolly (2007)                | 150             | 5 days                |
| Midwest Severe Winter Storms (2008)   | 150             | 7 days                |
| Midwest Severe Winter Storms (2007)   | 200             | 7 days                |
| Buffalo Snowstorms (2006)             | 250             | 5 days                |
| Hurricane Wilma (2005)                | 1,500           | 14 days               |
| Hurricane Katrina (2005)              | 500             | 14 days               |
| Hurricane Rita (2005)                 | 200             | 7 days                |
| Hurricane Dennis (2005)               | 250             | 5 days                |
| Hurricane Ivan (2004)                 | 600             | 5 days                |
| Hurricane Jeanne (2004)               | 50              | 2 days                |
| Hurricane Frances (2004)              | 75              | 2 days                |
| Hurricane Charley (2004)              | 150             | 3 days                |

Additionally, we operate our projects with an Incident Command System (ICS) structure, especially for those that include unique or time-sensitive requirements. The Tetra Tech Team has a proven track record of meeting even the most challenging staffing level requirements. We can rapidly provide additional well-trained support in a cost-effective manner by accessing qualified staff, as demonstrated in the additional examples of our staffing for nationally significant events:

- **Hurricane Michael** – Activated for 13 clients including the Georgia Department of Transportation and the Florida Department of Environmental Protection. Provided over 665 trained personnel in Florida and Georgia.
- **California Wildfires** – Mobilized over 1,000 trained personnel to assist communities within the of State of California Office of Emergency Services (CalOES) and CalRecycle to manage the cleanup and documentation associated with the Carr, Mendocino Complex and Camp wildfires in 2018.
- **Hurricane Florence** – Mobilized over 450 trained personnel on behalf 12 clients in North Carolina.
- **Hurricane Harvey** – Assisting 40 coastal and inland local governments from Corpus Christi to Orange County, Texas to address short and long term recovery operations. Communities include the City of Houston, Harris County, Jefferson County, Victoria, Montgomery and Fort Bend Counties.
- **Hurricane Irma** – Activated to 60 communities throughout the State of Florida impacted by storm surge, high winds, and rainfall associated with Hurricane Irma.
- **Hurricane Matthew** – Activated in four states on the east coast over 800 trained responders on behalf of over 40 clients in the aftermath of Hurricane Matthew.
- **Louisiana Great Flood** – Provided Public Assistance (PA) and Individual Assistance (IA) staff as well as managed flood plain offices following the 2016 flood. This included staff in eight parishes across south Louisiana.
- **California Wildfires** – Mobilized over 100 environmental scientists, engineers and responders to the State of California Office of Emergency Services (CalOES) and CalRecycle to manage the cleanup and documentation associated with the wildfires in 2015 and 2016.
- **Hurricane Sandy** – Provided over 150 trained personnel throughout New York within 48 hours of customer request to support both PA and Hazard Mitigation Grant Program (HMGP) programs. Over 75 of these employees were dedicated to supporting the hazard mitigation program, which included policy advisors, cost estimators, grant managers, and BCA analysts.
- **Hurricane Ike** – *Activated on behalf of 118 cities and counties spanning the Gulf Coast from Brownsville on the southern tip of Texas to the southern tip of Louisiana in response to Hurricane Ike. We provided more than 3,000 emergency response personnel immediately after the storm to assist with response and recovery. Our firm provided services simultaneously for 85 clients.*
- **Hurricane Katrina** – Without relying on subcontractor staff, Tetra Tech supported the START Region 6 prime contractor during the Hurricane Katrina response by providing 130 professional-level and trained responders. At the same time, as prime contractor for Region 4 START, we provided another 100 Tetra Tech staff to support the Katrina response in Region 4 states.

# Equipment

Tetra Tech understands the critical nature of asset management and logistics following a disaster. To that end, Tetra Tech maintains a warehouse located in Orlando with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. *Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.* Exhibit 4-4 lists available equipment and facilities readily available upon activation.

Exhibit 4-4: Available Equipment

| FIELD DOCUMENTS* CURRENTLY IN THE WAREHOUSE     |   |
|---|---|
| ADMS Handheld Units                             | 6,000                                     |
| Time and Materials Forms                        | 5,000                                     |
| Truck Certification Forms                       | 5,000                                     |
| ADMS Ticket Stubs                               | 800,000                                   |
| Haul Out Ticket Stubs                           | 300,000                                   |
| Placards  | 4,000                                     |
| KITS  |   |
| Project Manager Kits (1 per 100 monitors)       | 40  |
| Project Coordinator Kits (1 per 100 monitors)   | 40  |
| Human Resources Kits (1 per 100 monitors)       | 40  |
| Collection Monitor Kits (1 per 25 monitors)     | 90  |
| Disposal Monitor Kits (1 kit per disposal site) | 100                                       |
| Leaner/Hanger/Stump Kits (1 per 50 monitors)    | 40  |
| EQUIPMENT**                                     |   |
| Laptops   | 480                                       |
| Mifi (Mobile Wireless)                          | 90  |
| High Speed Scanners                             | 70  |
| Printers  | 45  |
| Mobile Command Office                           | 2   |
| Gas Trucks                                      | To be obtained from pre-contracted vendor |
| Modular Work Locations                          | To be obtained from pre-contracted vendor |
| Generators                                      | To be obtained from pre-contracted vendor |
| Portable Facilities                             | To be obtained from pre-contracted vendor |

*\*All field documents are replenished as they are needed. Tetra Tech has several emergency vendors with the ability to fulfill supply needs in 24 hours or less.*

*\*\* Automated debris management system (ADMS) units are readily available and can be ordered as needed on a 24-hour turnaround*

## Current Workload and Future Commitments

To successfully manage multiple contracts, Tetra Tech reviews its projected workload and assesses the firm's staffing requirements on a continuous basis to make sure we can provide responsive services to all our clients. The firm does not have a history of requesting change orders for work or extensions of time other than for unforeseen conditions or change requests from clients.

*Tetra Tech understands it is critical that the Hidalgo County partner with a trusted contractor who will respond immediately and provide high-quality services throughout the engagement.* Tetra Tech staff members have experience in large-scale rapid deployments. Following Hurricanes Harvey and Irma, Tetra Tech simultaneously deployed over 4,000 staff on behalf of 105 clients.

Although we maintain clients in Texas, our experience successfully managing numerous response and recovery operations in the State is proof that we have the staff, resources, and expertise to execute a safe and quick response and restore the City's normal operations as quickly as possible. Our staff of industry experts has applied the necessary project controls to efficiently document and complete field work and has provided follow-up support, including appeal development and closeout audit support months and, in some cases, years following the completion of field work.

## Active Projects Currently Under Contract

Tetra Tech is actively engaged in the following projects for disaster recovery services (active field operations):

| % Completed | Project  | Contract Amount  |
|-------------|--|------------------|
| 90%         | City of Houston, TX - Hurricane Harvey - Debris Monitoring Services      | \$16,000,000.00  |
| 60%         | Bay County, FL - Hurricane Michael - Debris Monitoring Services (PPDR)   | \$1,950,188      |
| 95%         | City of Lynn Haven, FL – Hurricane Michael – Debris Monitoring Services  | \$3,226,800.00   |
| 95%         | City of Callaway, FL – Hurricane Michael – Debris Monitoring Services    | \$2,146,902.00   |
| 95%         | City of Springfield, FL – Hurricane Michael – Debris Monitoring Services | \$1,881,730.00   |
| 95%         | State of CA - Carr Fire - Debris Management and Consulting Services      | \$25,500,000.00  |
| 90%         | State of CA - Mendocino Fire - Debris Management and Consulting Services | \$5,874,000.00   |
| 75%         | State of CA - Camp Fire - Debris Management and Consulting Services      | \$250,000,000.00 |

## Future Man-Hours Per Year and Percentage of Workload

All of our pre-positioned/stand-by Disaster Debris Monitoring services agreements are to be activated on an as needed basis. The level of efforts for required services cannot be provided at this time as they will need to be determined after a disaster event has occurred and damages has been assessed.

## Staff Availability

Exhibit B-5 lists our proposed key staff and their availability in the event of an activation. In addition to our field staff being 100% dedicated to the City, our senior management team is also available as needed when issues arise.

Exhibit 4-5: Total Personnel Available

| Name  | Availability |
|---|--------------|
| <b>Phil Ivey</b><br><i>Project Manager</i>                | 100%         |
| <b>Scott Simpson</b><br><i>DMS &amp; Field Supervisor</i> | 100%         |
| <b>Ricardo Bosques</b><br><i>Data Manager</i>             | 100%         |
| <b>Jeff Dickerson</b><br><i>GIS Specialist</i>            | As Needed    |
| <b>Joe Benarroch</b><br><i>Billing/Invoice Analyst</i>    | 50%          |

## Current Contracts

Exhibit B-6 below, lists Tetra Tech's current pre-positioned contracts for disaster debris monitoring services with Counties within the State of Texas.

Exhibit 4-6: Listing of Pre-Positioned Contracts

| Client Name      | Client Name     |
|------------------|-----------------|
| Brazoria County  | Orange County   |
| Cameron County   | Tarrant County  |
| Galveston County | Victoria County |
| Harris County    | Walker County   |
| Hidalgo County   | Wharton County  |
| Jefferson County |                 |

*Note that these are stand-by contracts to be activated on an as needed basis after an emergency declaration. Tetra Tech has no current projects under these contracts for disaster debris monitoring services. Additional information can be provided upon request.*

## Financial Stability

Tetra Tech is a financially sound and successful firm with fiscal year 2019 annual revenues of more than \$3.1 billion and approximately 20,000 employees. Tetra Tech has a Dun & Bradstreet rating of 5A2. To demonstrate the firm's solid financial performance, a short version of our most recent 10K Reports have been included at the end of this section. However, a complete copy of our financial reports can be provided upon request.

## **Section 4: Resources & Availability**

### **Good Faith Efforts**

## Brooks, Elizabeth

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**From:** Brooks, Elizabeth  
**Sent:** Friday, February 21, 2020 11:23 AM  
**To:** Brooks, Elizabeth  
**Cc:** Kamara, Betty  
**Subject:** Request for Qualification--Tetra Tech, Inc.--Hidalgo County, TX RFP-2019-238-03-04-HGO-Debris Monitoring & Management Services  
**Attachments:** 2019-238-03-04-HGO - Debris Monitoring & Management - Draft.pdf; Tetra Tech Standard Terms and Conditions.pdf

| Tracking: | Recipient                             | Delivery                      | Read                     |
|-----------|---------------------------------------|-------------------------------|--------------------------|
|           | Brooks, Elizabeth                     | Delivered: 2/21/2020 11:24 AM | Read: 2/21/2020 11:29 AM |
|           | Kamara, Betty                         | Delivered: 2/21/2020 11:24 AM |                          |
|           | 'terry@aetdengineers.com'             |                               |                          |
|           | 'arandaj@arandaworld.com'             |                               |                          |
|           | 'aisha@b2zeng.com'                    |                               |                          |
|           | 'ben@wkengineering.net'               |                               |                          |
|           | 'yara@cortranengineering.com'         |                               |                          |
|           | 'rrubiano@graengineering.com'         |                               |                          |
|           | 'mark@jimmyclosner.com'               |                               |                          |
|           | 'mf@perezce.com'                      |                               |                          |
|           | 'merrilyn.massey@att.net'             |                               |                          |
|           | 'rpalma@megengineers.com'             |                               |                          |
|           | 'r.olivarez@ro-engineering.com'       |                               |                          |
|           | 'rene.olivarez@sbcglobal.net'         |                               |                          |
|           | 'carolina@saenzutility.com'           |                               |                          |
|           | 'tirzah@samengineering-surveying.com' |                               |                          |
|           | 'sam@samengineering-surverveying.com' |                               |                          |
|           | 'julio@southtexasig.com'              |                               |                          |
|           | 'abristow@eaglesp.com'                |                               |                          |
|           | 'ceoaldow@gmail.com'                  |                               |                          |
|           | 'info@apexengroup.com'                |                               |                          |
|           | 'ahawkins@ariasinc.com'               |                               |                          |
|           | 'jpeck@avilesengineering.com'         |                               |                          |
|           | 'sth@avilesengineering.com'           |                               |                          |
|           | 'ben@wkengineering.net'               |                               |                          |
|           | 'ngarza@betexas.com'                  |                               |                          |
|           | 'info@c3sinc.com'                     |                               |                          |
|           | 'janie.ruiz@caiengineers.com'         |                               |                          |
|           | 'fdally@dallyassociates.com'          |                               |                          |
|           | 'fjaramillo@deconeng.com'             |                               |                          |
|           | 'fjaramillo@deconeng.com'             |                               |                          |
|           | 'kazarpour@erc-tx.com'                |                               |                          |

| Recipient                             | Delivery | Read |
|---------------------------------------|----------|------|
| 'fmbachu@fcm-engineers.com'           |          |      |
| 'fmbachu@fcm-engineers.com'           |          |      |
| 'regina@fordengineering.com'          |          |      |
| 'pfoster@fostercmgroup.com'           |          |      |
| 'pfrayre@frayre-ec.com'               |          |      |
| 'sanderson@gradient-group.com'        |          |      |
| 'atellez@ie-services.com'             |          |      |
| 'johngujardo@jag-engineering.net'     |          |      |
| 'skelly@kstaffing.net'                |          |      |
| 'skalaga@kitprofs.com'                |          |      |
| 'pkwan@landtech-inc.com'              |          |      |
| 'kontar1992@gmail.com'                |          |      |
| 'emaestas@maesce.com'                 |          |      |
| 'bonnie.moss@mbcoengineering.com'     |          |      |
| 'oscarcm39@aol.com'                   |          |      |
| 'menon@invicus.com'                   |          |      |
| 'khmcdaniel@midtownengineers.com'     |          |      |
| 'emorales@moraleseng.com'             |          |      |
| 'msquire@msegroup.com'                |          |      |
| 'plagar@sbcglobal.net'                |          |      |
| 'paula@possiblemissions.com'          |          |      |
| 'info@ptg.com'                        |          |      |
| 'mirfan@pcehouston.com'               |          |      |
| 'cvellore@qconsultants.com'           |          |      |
| 'shermal@randlesandassocllc.com'      |          |      |
| 'suman@sr-recruit.com'                |          |      |
| 'llanders@sscienvironmental.com'      |          |      |
| 'scott.leafes@skaconsulting.com'      |          |      |
| 'jdean@deansprofessionalservices.com' |          |      |
| 'jsowells@scmandi.com'                |          |      |
| 'kasit@srigl.com'                     |          |      |
| 'sdi@stx.rr.com'                      |          |      |
| 'technicalconsultantsinc@gmail.com'   |          |      |
| 'twe-hou@tweinc.com'                  |          |      |
| 'pingram@unitedgeotech.com'           |          |      |
| 'marketing@vickreyinc.com'            |          |      |
| 'jdavis@voltairinc.com'               |          |      |
| 'structural.tabatabaei@gmail.com'     |          |      |

Tetra Tech, Inc. (Tetra Tech) is currently working on preparing a proposal in response to the Hidalgo County, TX RFP-2019-238-03-04-HGO-Debris Monitoring & Management Services (see attachments). Tetra Tech officially invites you to provide a **statement of qualifications** for services relevant to your organization, as described in the attached Solicitation.

This request for qualifications does not commit Tetra Tech or Hidalgo County, TX to pay any costs incurred in the preparation and submission of a **statement of qualifications** in any form. Please understand **this is not a commitment to team** with any firms at this time. Tetra Tech, Inc. is only **pre-qualifying** firms to confirm how we are going to proceed.

If you intend to respond to this **request for qualifications**, the following instructions are required:

1. Please submit a brief company overview and any past history/experience with Hidalgo County, TX.
2. Please submit resumes for the key personnel that apply to your company's service capabilities.
3. If your company is a certified HUB/MBE/WBE/DBE or SBA please provide relevant vendor identification number(s) and certificates.

CAREFULLY review "Hidalgo County Terms and Conditions" of the RFP and Tetra Tech's General Conditions (also attached) which would be incorporated into any subcontract/master agreement or purchase order awarded as a result of the solicitation. Tetra Tech will require you to adhere to the terms and conditions described therein.

**All responses must be received no later than 12:00pm CST on Thursday, February 27, 2020. However, it would be helpful if you provide your response as soon as possible!**

Offeror must e-mail its proposal submission to: **Elizabeth Brooks at: [Elizabeth.Brooks@tetrattech.com](mailto:Elizabeth.Brooks@tetrattech.com)**

Question regarding this solicitation shall be directed to Elizabeth Brooks (phone: 407-247-1210 or Email: [Elizabeth.Brooks@tetrattech.com](mailto:Elizabeth.Brooks@tetrattech.com)).

Thank you,

Elizabeth Brooks

Elizabeth Brooks | Contracts Administrator Assistant  
Mobile +1 (407) 247-1210 | Fax +1 (321) 441-8501 | [elizabeth.brooks@tetrattech.com](mailto:elizabeth.brooks@tetrattech.com)

**Tetra Tech** | Complex World, Clear Solutions™ | Emergency Management and Community Resilience Division  
2301 Lucien Way, Suite 120 | Maitland, FL 32751 | [tetrattech.com](http://tetrattech.com)



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**Section 4: Resources & Availability**  
**Abbreviated 10-K**

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Fiscal Year Ended September 29, 2019

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Transition Period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number 0-19655

**TETRA TECH, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation or organization)

**95-4148514**

(I.R.S. Employer Identification No.)

**3475 East Foothill Boulevard, Pasadena, California 91107**  
(Address of principal executive offices) (Zip Code)

**(626) 351-4664**

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class            | Trading Symbol(s) | Name of each exchange on which registered |
|--------------------------------|-------------------|---|
| Common Stock, \$0.01 par value | TTEK              | The NASDAQ Stock Market LLC               |

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

The aggregate market value of the registrant's common stock held by non-affiliates on March 31, 2019, was \$3.2 billion (based upon the closing price of a share of registrant's common stock as reported by the Nasdaq National Market on that date).

On November 25, 2019, 54,587,819 shares of the registrant's common stock were outstanding.

**DOCUMENT INCORPORATED BY REFERENCE**

Portions of registrant's Proxy Statement for its 2020 Annual Meeting of Stockholders are incorporated by reference in Part III of this report where indicated.

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Tetra Tech, Inc.

### *Opinions on the Financial Statements and Internal Control over Financial Reporting*

We have audited the accompanying consolidated balance sheets of Tetra Tech, Inc. and its subsidiaries (the "Company") as of September 29, 2019 and September 30, 2018, and the related consolidated statements of income, comprehensive income, equity and cash flows for each of the three years in the period ended September 29, 2019, including the related notes and financial statement schedule listed in the accompanying index (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of September 29, 2019, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of September 29, 2019 and September 30, 2018, and the results of its operations and its cash flows for each of the three years in the period ended September 29, 2019 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of September 29, 2019, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

### *Basis for Opinions*

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

As described in Management's Report on Internal Control over Financial Reporting, management has excluded WYG plc (WYG) from its assessment of internal control over financial reporting as of September 29, 2019, because it was acquired by the Company in a purchase business combination during 2019. We have also excluded WYG from our audit of internal control over financial reporting. WYG is a wholly-owned subsidiary whose total assets and total revenue excluded from management's assessment and our audit of internal control over financial reporting represent approximately 3% and 1%, respectively, of the related consolidated financial statement amounts as of and for the year ended September 29, 2019.

### *Definition and Limitations of Internal Control over Financial Reporting*

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions

**TETRA TECH, INC.**  
**Consolidated Balance Sheets**  
(in thousands, except par value)

| ASSETS   | September 29,<br>2019 | September 30,<br>2018 |
|--|-----------------------|-----------------------|
| <b>Current assets:</b>   |                       |                       |
| Cash and cash equivalents  | \$ 120,732            | \$ 146,185            |
| Accounts receivable – net  | 768,720               | 694,221               |
| Contract assets  | 114,324               | 142,882               |
| Prepaid expenses and other current assets  | 62,196                | 56,003                |
| Income taxes receivable  | 13,820                | 11,089                |
| <b>Total current assets</b>  | <b>1,079,792</b>      | <b>1,050,380</b>      |
| Property and equipment – net   | 39,441                | 43,278                |
| Investments in unconsolidated joint ventures   | 6,873                 | 3,370                 |
| Goodwill   | 924,820               | 798,820               |
| Intangible assets – net  | 16,440                | 16,123                |
| Deferred income taxes  | 28,385                | 8,607                 |
| Other long-term assets   | 51,657                | 38,843                |
| <b>Total assets</b>  | <b>\$ 2,147,408</b>   | <b>\$ 1,959,421</b>   |
| <b>LIABILITIES AND EQUITY</b>  |                       |                       |
| <b>Current liabilities:</b>  |                       |                       |
| Accounts payable   | \$ 206,609            | \$ 160,222            |
| Accrued compensation   | 203,384               | 180,153               |
| Contract liabilities   | 165,611               | 143,270               |
| Income taxes payable   | —                     | 8,272                 |
| Current portion of long-term debt  | 12,572                | 12,599                |
| Current contingent earn-out liabilities  | 24,977                | 13,633                |
| Other current liabilities  | 156,801               | 99,944                |
| <b>Total current liabilities</b>   | <b>769,954</b>        | <b>618,093</b>        |
| Deferred income taxes  | 12,971                | 30,166                |
| Long-term debt   | 263,949               | 264,712               |
| Long-term contingent earn-out liabilities  | 28,015                | 21,657                |
| Other long-term liabilities  | 83,055                | 57,693                |
| Commitments and contingencies (Note 18)  |                       |                       |
| <b>Equity:</b>   |                       |                       |
| Preferred stock – Authorized, 2,000 shares of \$0.01 par value; no shares issued and outstanding at September 29, 2019 and September 30, 2018                              | —                     | —                     |
| Common stock – Authorized, 150,000 shares of \$0.01 par value; issued and outstanding, 54,565 and 55,349 shares at September 29, 2019 and September 30, 2018, respectively | 546                   | 553                   |
| Additional paid-in capital   | 78,132                | 148,803               |
| Accumulated other comprehensive loss   | (160,584)             | (127,350)             |
| Retained earnings  | 1,071,192             | 944,965               |
| <b>Tetra Tech stockholders' equity</b>   | <b>989,286</b>        | <b>966,971</b>        |
| Noncontrolling interests   | 178                   | 129                   |
| <b>Total stockholders' equity</b>  | <b>989,464</b>        | <b>967,100</b>        |
| <b>Total liabilities and stockholders' equity</b>  | <b>\$ 2,147,408</b>   | <b>\$ 1,959,421</b>   |

See accompanying Notes to Consolidated Financial Statements.

**TETRA TECH, INC.**  
**Consolidated Statements of Income**  
(in thousands, except per share data)

|   | Fiscal Year Ended     |                       |                    |
|---|-----------------------|-----------------------|--------------------|
|   | September 29,<br>2019 | September 30,<br>2018 | October 1,<br>2017 |
| Revenue   | \$ 3,107,348          | \$ 2,964,148          | \$ 2,753,360       |
| Subcontractor costs                                 | (717,711)             | (763,414)             | (719,350)          |
| Other costs of revenue                              | (1,981,454)           | (1,816,276)           | (1,680,372)        |
| Gross profit  | 408,183               | 384,458               | 353,638            |
| Selling, general and administrative expenses        | (200,230)             | (190,120)             | (177,219)          |
| Acquisition and integration expenses                | (10,351)              | —                     | —                  |
| Contingent consideration – fair value adjustments   | (1,085)               | (4,252)               | 6,923              |
| Impairment of goodwill                              | (7,755)               | —                     | —                  |
| Income from operations                              | 188,762               | 190,086               | 183,342            |
| Interest income                                     | 1,732                 | 1,824                 | 729                |
| Interest expense                                    | (15,358)              | (17,348)              | (12,310)           |
| Income before income tax expense                    | 175,136               | 174,562               | 171,761            |
| Income tax expense                                  | (16,375)              | (37,605)              | (53,844)           |
| Net income  | 158,761               | 136,957               | 117,917            |
| Net income attributable to noncontrolling interests | (93)                  | (74)                  | (43)               |
| Net income attributable to Tetra Tech               | \$ 158,668            | \$ 136,883            | \$ 117,874         |
| Earnings per share attributable to Tetra Tech:      |                       |                       |                    |
| Basic   | \$ 2.89               | \$ 2.46               | \$ 2.07            |
| Diluted   | \$ 2.84               | \$ 2.42               | \$ 2.04            |
| Weighted-average common shares outstanding:         |                       |                       |                    |
| Basic   | 54,986                | 55,670                | 56,911             |
| Diluted   | 55,936                | 56,598                | 57,913             |

See accompanying Notes to Consolidated Financial Statements.

**TETRA TECH, INC.**  
**Consolidated Statements of Cash Flows**  
(in thousands)

|  | Fiscal Year Ended     |                       |                    |
|--|-----------------------|-----------------------|--------------------|
|  | September 29,<br>2019 | September 30,<br>2018 | October 1,<br>2017 |
| <b>Cash flows from operating activities:</b>   |                       |                       |                    |
| Net income   | \$ 158,761            | \$ 136,957            | \$ 117,917         |
| <b>Adjustments to reconcile net income to net cash provided by operating activities:</b>     |                       |                       |                    |
| Depreciation and amortization  | 28,844                | 38,636                | 45,756             |
| Equity in income of unconsolidated joint ventures, net of distributions                      | (25)                  | (568)                 | (647)              |
| Amortization of stock-based awards   | 17,618                | 19,582                | 13,450             |
| Deferred income taxes  | (37,615)              | (29,360)              | (9,957)            |
| Provision for doubtful accounts  | 16,964                | 7,167                 | 2,847              |
| Impairment of goodwill   | 7,755                 | —                     | —                  |
| Fair value adjustments to contingent consideration   | 1,085                 | 4,252                 | (6,923)            |
| Loss (gain) on sale of assets and divested business  | (232)                 | 1,045                 | (103)              |
| <b>Changes in operating assets and liabilities, net of effects of business acquisitions:</b> |                       |                       |                    |
| Accounts receivable and contract assets  | (10,226)              | (46,273)              | (64,781)           |
| Prepaid expenses and other assets  | 2,568                 | (12,638)              | (8,317)            |
| Accounts payable   | 39,011                | (16,032)              | 18,597             |
| Accrued compensation   | 18,359                | 27,492                | 13,413             |
| Contract liabilities   | (6,039)               | 15,228                | 28,298             |
| Other liabilities  | (16,929)              | 24,998                | 5,662              |
| Income taxes receivable/payable  | (11,386)              | 17,596                | (13,725)           |
| Cash settled contingent earn-out liability   | —                     | (2,349)               | —                  |
| Net cash provided by operating activities  | <u>208,513</u>        | <u>185,733</u>        | <u>141,487</u>     |
| <b>Cash flows from investing activities:</b>   |                       |                       |                    |
| Capital expenditures   | (16,198)              | (9,726)               | (9,741)            |
| Payments for business acquisitions, net of cash acquired                                     | (84,159)              | (68,256)              | (8,039)            |
| Proceeds from sale of assets and divested business, net                                      | 651                   | 35,348                | 820                |
| Net cash used in investing activities  | <u>(99,706)</u>       | <u>(42,634)</u>       | <u>(16,960)</u>    |
| <b>Cash flows from financing activities:</b>   |                       |                       |                    |
| Repayments on long-term debt   | (415,491)             | (485,946)             | (233,889)          |
| Proceeds from borrowings   | 417,262               | 401,965               | 243,553            |
| Payments of contingent earn-out liabilities  | (12,018)              | (1,412)               | (1,319)            |
| Debt pre-payment costs   | —                     | (1,737)               | —                  |
| Repurchases of common stock  | (100,000)             | (75,000)              | (100,000)          |
| Stock options exercised  | 11,751                | 13,520                | 18,555             |
| Dividends paid   | (29,674)              | (24,477)              | (21,672)           |
| Taxes paid on vested restricted stock  | (6,893)               | (8,871)               | (3,495)            |
| Net cash used in financing activities  | <u>(135,063)</u>      | <u>(181,958)</u>      | <u>(98,267)</u>    |
| Effect of exchange rate changes on cash, cash equivalents and restricted cash                | (1,727)               | (4,947)               | 3,452              |
| Net increase (decrease) in cash, cash equivalents and restricted cash                        | (27,983)              | (43,806)              | 29,712             |
| Cash, cash equivalents and restricted cash at beginning of year                              | 148,884               | 192,690               | 162,978            |
| Cash, cash equivalents and restricted cash at end of year                                    | <u>\$ 120,901</u>     | <u>\$ 148,884</u>     | <u>\$ 192,690</u>  |
| <b>Supplemental information:</b>   |                       |                       |                    |
| <b>Cash paid during the year for:</b>  |                       |                       |                    |
| Interest   | \$ 12,310             | \$ 15,570             | \$ 11,504          |
| Income taxes, net of refunds received of \$5.2 million, \$2.5 million and \$2.1 million      | \$ 66,038             | \$ 49,842             | \$ 72,578          |
| <b>Reconciliation of cash, cash equivalents and restricted cash:</b>                         |                       |                       |                    |
| Cash and cash equivalents  | \$ 120,732            | \$ 146,185            | \$ 189,975         |
| Restricted cash  | 169                   | 2,699                 | 2,715              |
| Total cash, cash equivalents and restricted cash   | <u>\$ 120,901</u>     | <u>\$ 148,884</u>     | <u>\$ 192,690</u>  |

See accompanying Notes to Consolidated Financial Statements.

# Project Approach and Management

## Project Understanding

Tetra Tech implements a best practices approach to disaster debris monitoring when planning for and responding to debris-generating events. Our team has gained unparalleled experience working on many of the largest Federal Emergency Management Agency (FEMA) Public Assistance (PA) eligible projects, including responses to Hurricanes Michael, Irma, Harvey, Sandy, Ike, Wilma, and Katrina. Our team has assisted more local governments with debris monitoring efforts following natural disasters than any other firm in the nation.

***Collectively, we have overseen and managed the recovery of over 120 million cubic yards (CYs) of debris on behalf of over 300 public sector clients, resulting in excess of \$6 billion in reimbursable costs to our clients.***

In addition, our understanding of the Texas Department of Transportation (TxDOT), FEMA, Federal Highway Administration (FHWA), U.S. Department of Housing and Urban Development (HUD), Natural Resources Conservation Service (NRCS), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement will help the Hidalgo County to receive the maximum reimbursement allowed following a disaster.

Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the County that we have the extensive experience, understanding, and knowledge of the County to successfully perform all aspects of the scope of work. We are aware of the magnitude and importance of organizing and directing the necessary resources to define and carry out the tasks associated with the scope of work, and we are committed to continuing to provide a consistent and coordinated team to perform these services upon activation. Our project team will dedicate themselves to the County's needs throughout the year, not just during times of activation.

Our technical approach captures our unique capabilities, including the following:

- Our team's ability to provide end-to-end services in disaster preparedness, emergency management, and post-event response and recovery to help state and local governments plan for and recover from natural and human-caused disasters
- A project management team that is recognized for its ability to respond quickly to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations
- A focus on local hires and the ability to hire, train, and support a local team to oversee the work being completed in their own communities, with local hires being fully supported with technology and a team of dedicated managers
- Detailed reporting systems and mapping capabilities that are driven by our RecoveryTrac™ automated debris management system (ADMS) technology, which will be tailored to the County's data needs

## Operational Schedule

Based on Tetra Tech's understanding of the County and their needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the County to adjust the timing of the specific elements below to meet the County's needs.

Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at H-96 and will coordinate via conference call with the County. Following an event without warning (such as tornadoes or flooding), Tetra Tech will begin response at H-0.

**Exhibit 5-1: Disaster Debris-Generating Event Operational Plan**

| Time  | Task   | Deliverables/Milestones   |
|---|--|---|
| <b>Preparedness</b>   |  |   |
| Pre-event (normal conditions)   | Meet with the County to review plans and documents | <ul style="list-style-type: none"> <li>• Conduct annual pre-event meeting with the County and debris contractor</li> <li>• Review the County's disaster recovery contracts for FEMA compliance</li> <li>• Update critical documents and files, including any GIS files</li> </ul>   |
| H-96  | Review capabilities and resources                  | <ul style="list-style-type: none"> <li>• Contact the County and initiate daily conference call</li> <li>• Determine resource requirements from debris model</li> <li>• Review the County's emergency policies and contracts</li> <li>• Establish contact with the County's debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract</li> </ul>  |
| H-72  | Execute responsibilities and activate contracts    | <ul style="list-style-type: none"> <li>• Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure</li> <li>• Review protocols for private property, gated communities, and public drop-off sites</li> <li>• Review debris management site (DMS) locations and follow up with the Texas Department of Environmental Quality (TDEQ) on permitting procedures</li> <li>• Estimate equipment requirements and TDRSS capacity to haul and stage debris</li> <li>• Prepare ADMS technology for mobilization</li> </ul>      |
| H-48  | Monitor storm track and continue preparations      | <ul style="list-style-type: none"> <li>• Conduct regular meetings with County staff as requested</li> <li>• Confirm staging location and begin mobilization of resources</li> <li>• Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the County and Tetra Tech headquarters (if necessary)</li> <li>• Review list of priority roads and the operational plan</li> <li>• Obtain GIS files for municipalities that the County will assist with debris removal</li> <li>• Continue to update and gather updates from the County's debris hauler</li> </ul> |
| H-24  | Prepare final reports                              | <ul style="list-style-type: none"> <li>• Save all critical documents and files to the network drive, USB drive, and laptop hard drive</li> <li>• Certify emergency road clearance equipment (in coordination with the County's debris hauler)</li> <li>• Determine emergency road clearance priorities</li> </ul>   |
| <b>H-0 ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT</b> |  |   |
| <b>Response</b>   |  |   |
| H +24   | Emergency push                                     | <ul style="list-style-type: none"> <li>• Receive notice to proceed with not to exceed</li> <li>• Begin emergency push</li> <li>• Maintain time and materials (T&amp;M) logs for push equipment</li> <li>• Coordinate with the County to conduct preliminary damage assessments and road closures (if requested)</li> <li>• Supervisors report to pre-designated locations and prep staff on project</li> </ul>  |

| Time            | Task   | Deliverables/Milestones  |
|-----------------|--|--|
|                 |  | <ul style="list-style-type: none"> <li>• Begin establishing ADMS infrastructure</li> <li>• Begin recruiting and training monitors, project coordinators, and data staff</li> <li>• Initiate opening of DMS locations</li> <li>• Follow up with TDEQ on debris permits (if required)</li> <li>• Work with the County to establish public information protocols to respond to concerns and comments</li> </ul>   |
| H +48           | <b>Emergency push/ damage assessment</b>                       | <ul style="list-style-type: none"> <li>• Continue emergency push</li> <li>• Continue preliminary damage assessment</li> <li>• Develop debris cost estimate required for presidential disaster declaration</li> <li>• Develop operational plan for disaster-specific issues</li> <li>• Refine health and safety plan for disaster-specific issues</li> </ul>  |
| H +72           | <b>Disaster debris vehicle certification/ site preparation</b> | <ul style="list-style-type: none"> <li>• Begin hauling truck certification</li> <li>• Install ADMS tower monitor infrastructure</li> <li>• Train monitors on policies, ADMS, and safety</li> <li>• Open public drop-off sites as requested</li> </ul>  |
| H +96           | <b>Begin debris collection monitoring</b>                      | <ul style="list-style-type: none"> <li>• Assign monitors to trucks</li> <li>• Assign supervisors to monitors</li> <li>• Hold morning and afternoon meeting with County staff and debris hauler</li> <li>• Implement QA/QC procedures</li> </ul>  |
| <b>Recovery</b> |  |  |
| Week 1+         | <b>Right-of-way (ROW) debris collection monitoring</b>         | <ul style="list-style-type: none"> <li>• Continue ROW collection</li> <li>• Address household hazardous waste (HHW) issues (if critical)</li> <li>• Issue daily reports/GIS maps</li> <li>• Hold daily meetings with the County, hauler, and/or State/FEMA as required</li> <li>• Staff citizens debris management hotline (if requested)</li> <li>• Define supplemental programs required (private roads, HHW) and prepare eligibility request</li> </ul> |
| Week 1+         | <b>Data management and invoice reconciliation</b>              | <ul style="list-style-type: none"> <li>• Provide ADMS reports and real-time monitoring access</li> <li>• Establish client GeoPortal to provide insight into project progress</li> <li>• Review truck metrics provided by RecoveryTrac™</li> <li>• Initiate weekly reconciliation</li> <li>• Initial payment recommendations with retainage</li> </ul>  |
| Week 1+         | <b>Reimbursement support/grant administration (FEMA, NRCS)</b> | <ul style="list-style-type: none"> <li>• Prepare damage/cost estimates</li> <li>• Compile supporting documentation (debris permits, debris contracts, etc.)</li> <li>• Liaise with FEMA Region VI, Texas Division of Emergency Management (TDEM), U.S. Army Corps of Engineers (USACE), etc.</li> </ul>  |
| Week 2+         | <b>Special projects (if required)</b>                          | <ul style="list-style-type: none"> <li>• Waterway debris removal</li> <li>• Private property debris removal (PPDR)</li> <li>• Public drop-off sites</li> <li>• HHW</li> <li>• Mud/silt/sand removal (from storm drains, ditches, etc.)</li> <li>• Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency</li> </ul>  |

| Time               | Task   | Deliverables/Milestones  |
|--------------------|--|--|
| Week 3+            | Financial recovery assistance staff engaged (if requested) | <ul style="list-style-type: none"> <li>Facilitate kickoff meetings with primary stakeholders</li> <li>Draft a PA work plan</li> <li>Conclude/review preliminary damage assessments</li> <li>Gather documentation for project worksheet (PW) development</li> <li>Identify opportunities for mitigation</li> <li>Conduct site visits</li> </ul> |
| Project completion | Document turnover/closeout                                 | <ul style="list-style-type: none"> <li>Final reconciliation</li> <li>Retainage release</li> <li>Release hard copy files</li> <li>Provide electronic database</li> <li>Assist with PW development</li> <li>Assist the County with long-term reimbursement</li> <li>Audit assistance</li> <li>Appeal support if necessary</li> </ul>             |

## RecoveryTrac™ Automated Debris Management System – Tetra Tech’s Alternative to Paper Ticketing

In today's technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, our team has spent years on research and development in an effort to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. RecoveryTrac™ is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project.

*Our proprietary ADMS technology, RecoveryTrac™, is one of only three systems validated by the U.S. Army Corps of Engineers (USACE).* The system provides real-time collection of data and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program.

*Tetra Tech has implemented RecoveryTrac™ ADMS technology on our last 150 FEMA PA-eligible projects.* On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.

- Owned and operated by Tetra Tech
- Over 6,000 mobile units on-hand and ready for state-wide multi-district mobilizations
- Meets USACE specifications for electronic debris monitoring handhelds
- Real-time situation awareness of field resources and efficient direction to support County priorities
- Real-time GIS web services for EOC information and visualization systems
- Capable of collecting data regardless of cellular service
- Automated photograph and GPS capture
- Provides reports and pass map tracking in real-time
- Minimizes chance of fraud through real-time monitoring
- Minimizes data entry and human error
- Expedites invoice reconciliation
- Intuitive and user-friendly

### Key Benefits of RecoveryTrac™

**Ability to Respond.** Combined with the on-hand inventory of over 6,000 handheld devices and the ability to rapidly procure additional equipment through preferred vendor relationships, the County can rely on our

mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. **The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed**, and additional needs can be met quickly (in most cases, 72 hours or less).

**Simple and Intuitive.** A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

**Cost Effective.** RecoveryTrac™ combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

**Reliable and Stable.** Based on the Android operating system, RecoveryTrac™ is secure and reliable. This minimizes the interruptions in field operations due to technical difficulties and reduces the number of support personnel required to maintain the system.

**Technical Support.** RecoveryTrac™ is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition, we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

**Real-Time Reporting.** The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within RecoveryTrac™ provide real-time information that raises the bar for post-disaster project management.

*Even under the harshest conditions where cellular service is not available, RecoveryTrac™ was built to comply with U.S. Army Corps of Engineers (USACE) specs using Near Field Communication (NFC) and internal memory to protect and transfer data.*

## The RecoveryTrac™ Process

The steps of the RecoveryTrac™ process are as follows:

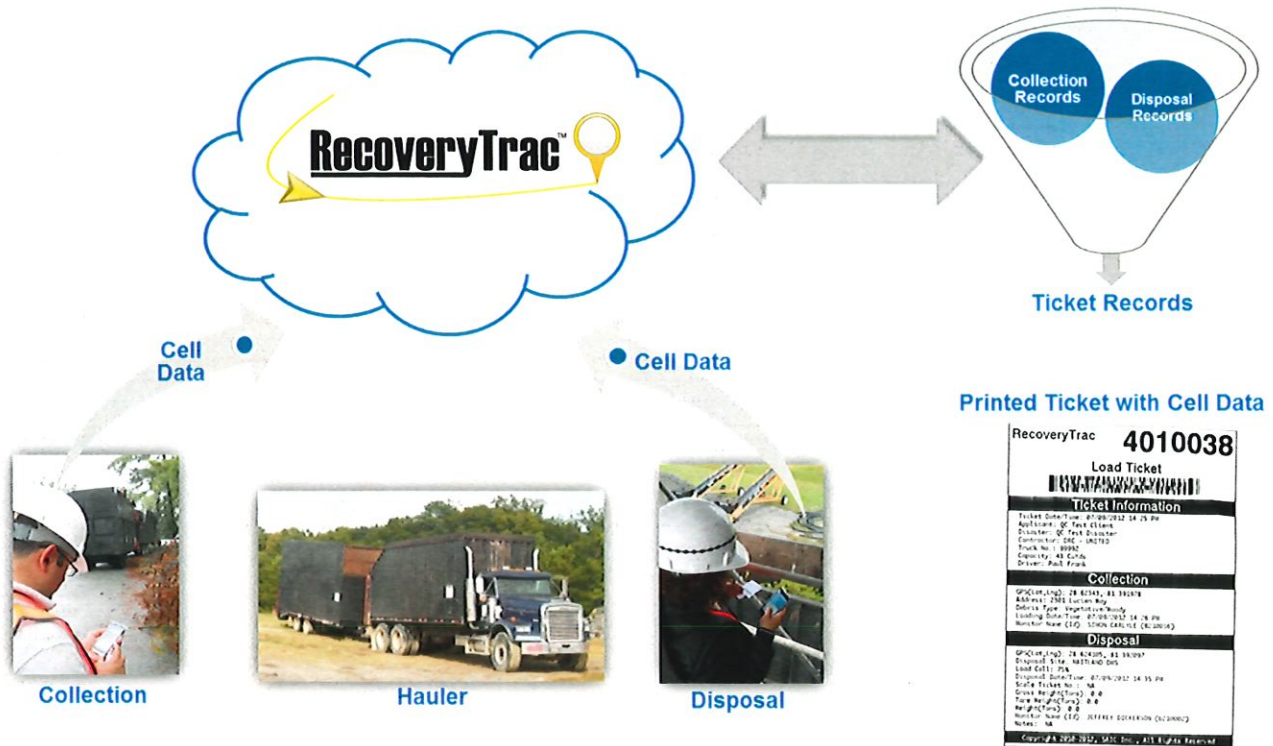
1. The process begins with debris hauler truck certification using the handheld devices. Handheld devices are provisioned and assigned to both field and debris site/tower monitors.
2. A truck certification form is printed with a unique electronic bar code and provided to the driver as well as our debris site/tower monitor(s).
3. Field monitors begin a ticket by scanning the truck certification bar code to open a control ticket and then begin to record waypoints (debris pile pick-up locations) on the handheld device as the truck is loaded.
4. When the truck is full, the field monitor selects the debris type and scans the control ticket to assign the load a unique number.
5. The truck then proceeds to the disposal site. The collection data is uploaded to a server via cellular connection, and using a process called *Look Ahead*, the collection ticket information is made available to the disposal monitor's handheld device before the truck arrives.
6. The control ticket is provided to the driver and taken to the TDRSS, where it is scanned by a debris site/tower monitor.

*Recently, our team simultaneously deployed approximately 6,000 ADMS units in the field following Hurricanes Harvey, Irma, Maria, and the California Wildfires. The use of RecoveryTrac™ reduces data entry costs and provides real-time project tracking reports to our clients.*

7. The debris site/tower monitor confirms the truck and debris type and enters the load call.
8. Finally, the disposal load ticket is printed and data is uploaded to the system, where it can be utilized in real-time reporting systems.

Even when there is no cellular connection, the handheld devices continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are restored, the handheld device automatically uploads the stored ticket data. Exhibit 5-2 shows the RecoveryTrac™ process under normal operating conditions.

Exhibit 5-2: RecoveryTrac™ Process



## Emergency Push Period

The emergency push period begins immediately following an event. Debris removal contractors coordinate with County crews to clear blocked roadways for emergency vehicle passage. Tetra Tech is prepared to assist during the push period by providing the following services:

- Documenting blocked roads that require immediate clearance
- Administering the sign-in and sign-out of labor and equipment to track time and materials (T&M) charges
- Helping staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Maintaining documentation for reimbursement of emergency push work

## Vehicle Certification

Tetra Tech has a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement for our clients. Tetra Tech's ADMS technology, RecoveryTrac™, will be used to

electronically certify all trucks used in an activation. Benefits of using the mobile truck certification application include **electronic volume calculations**, instantaneous upload to the RecoveryTrac™ database to allow immediate QA/QC checks to verify the truck certification calculations, and automated photo-matching of truck and driver photographs to the truck. The truck certification application allows us to complete truck certifications in **30% less time than with a paper-based system**.

**Exhibit 5-3: Truck Audit Report**

| RecoveryTrac Truck Certification Audit Report                             |        |                      |                        |                    |                        |                    | Trucks Certified On: *All |
|---|--------|----------------------|------------------------|--------------------|------------------------|--------------------|---------------------------|
| AUGUSTA - WINTER STORM PAX - ROW COLLECTION - Truck Certification Summary |        |                      |                        |                    |                        |                    |                           |
|   |        | Tot Trucks Certified | Tot Certified Capacity |                    | Avg Certified Capacity |                    |                           |
| Contractor: ASHBRITT  |        | 167                  | 6961                   |                    | 41.68                  |                    |                           |
| Contractor: ASHBRITT  |        |                      |                        |                    |                        |                    |                           |
| NA  | 700373 | 61                   | 02/27/2014 11:02 AM    | ACTIVE             | 26B2WR (MO)            | SELF-LOADING TRUCK |                           |
| Primary Box (L x W x H): 216x102x102 = 2247264.0 Cu Inches ( + )          |        |                      |                        |                    |                        |                    |                           |
| Type: Box (L x W x H): 70x102x64 = 456960.0 Cu Inches ( + )               |        |                      |                        |                    |                        |                    |                           |
| Type: Box (L x W x H): 48x102x28 = 137088.0 Cu Inches ( + )               |        |                      |                        |                    |                        |                    |                           |
| Total Volume: 2841312.0 Cu Inches (/46,656) = 60.90 CuYds                 |        |                      |                        |                    |                        |                    |                           |
| Driver-Placard View   |        | Side View            |                        | Back-Interior View |                        | Front View         |                           |
|   |        |                      |                        |                    |                        |                    |                           |

Our disaster debris vehicle certification procedure includes the following:

- Generation of unique truck numbers for contractor crews and equipment
- Automated truck certification form, which includes the latest FEMA guidelines on truck certification documentation and volume calculations and a bar code for automated ticket scanning
- Special vehicle notations on the truck certification form and vehicle placard, which inform tower monitors of sideboards, tailgates, or other modifications, thus discouraging debris removal contractors from fraudulently altering vehicles after certification
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

## Right-of-Way Collection Reporting

Our ADMS technology allows the County to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring.

At each debris collection point, the field collection monitor marks the waypoint or location of the debris pile to collect GPS coordinates. The map below displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date.

Exhibit 5-4: Waypoint Collection/Hazardous Tree Maps



An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated in Exhibits 5-5 and 5-6.

Exhibit 5-5: Monitoring Locations

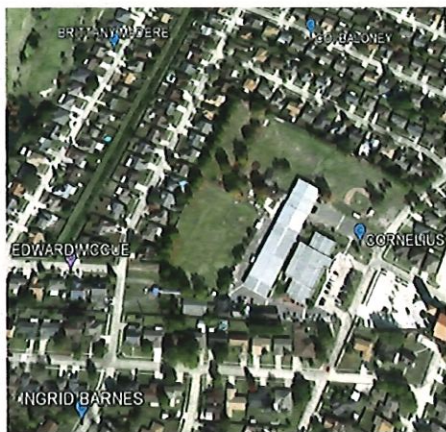
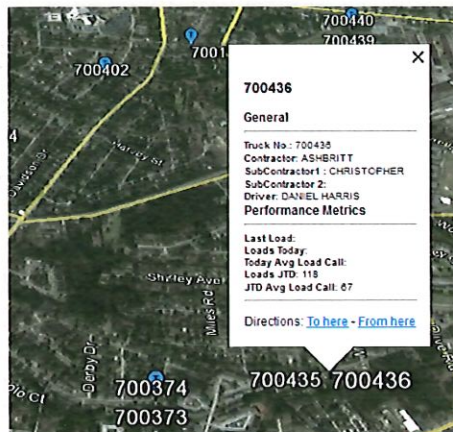


Exhibit 5-6: Truck Locations



## Field Operations

The Tetra Tech debris monitoring program includes the following:

- **Operations.** Field collection monitors report to a staging location prior to the commencement of daily operations for a briefing to be given by the project manager or field supervisors and the distribution of safety gear (for example, caution lights or safety vests), map books, and ADMS handheld devices and debris tickets.
- **Deployment.** A field monitor is assigned to one loading unit or to a leaner and hanger removal crew. In instances where leaner and hanger crews have multiple saw operators, the cut crew can request the addition of a monitor (this typically happens when a cut crew can complete over 60 hazardous removals per day).
- **Field Supervision.** Responsibilities of the field supervisor monitor include training, QA/QC of work being performed, verifying load ticket accuracy, and responding to field monitor and debris contractor issues in the field.

- **Responsibilities.** Field monitors will verify the proper loading of debris into the debris removal contractor's certified loading container. Monitors will document that contractors and their subcontractors adhere to local, state, and federal regulations and that they are working safely and efficiently. Field monitors often notice inconsistencies with debris removal procedures and submit them to their supervisors. If a field monitor feels there is justifiable need to stop operations, the monitor is instructed to refrain from issuing a ticket until the debris hauler supervisor and a Tetra Tech supervisor can be called in to determine the appropriate action.
- **Work Scheduling.** Tetra Tech will coordinate with the debris removal contractor's project manager to estimate the number of field monitors that will be required for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris hauler release the next day's schedule by 5 p.m. This will verify the appropriate number of field monitors is dispatched.
- **Daily Closeout.** At the close of operations each day, all collection and disposal monitors will report to the staging area to clock out and turn in their ADMS handheld devices.
- **Contractor Completion.** Tetra Tech will assist the County in completing the project efficiently and within the timelines set forth in the RFP. There are many aspects of debris removal that are outside of the monitoring firm's control but will still need to be managed. Tetra Tech will assist the County with managing these goals, including the following:
  - The ability of a debris contractor to respond with sufficient equipment will affect the proposed schedule. Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available.
  - Leapfrogging by the contractor (cherry picking work being performed) is detrimental to the efficiency of operations and will be reported.
  - Invoices by the contractor need to be produced in a timely manner so that Tetra Tech can reconcile in a timely manner. Tetra Tech will work to make the contractors aware of an appropriate time frame for invoicing and will communicate with the County if deadlines are not being met.
  - Deadlines for collecting debris are set to correspond with the work schedule that is based on estimated work to be completed. As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with County officials to adjust the timeline to appropriately reflect the changing estimates.

In addition, there are events out of the control of all parties that could negatively impact a debris removal operation (for example, inclement weather). In the event any of these circumstances occur, Tetra Tech will work closely with the County to refine timelines and support an expeditious recovery for the County.

## Debris Management Site

Response to debris-generating events requires locating DMS, emergency permitting of DMS (including debris burning and State regulatory permits), baseline soil testing before the DMS are opened and as part of remediation process, and recycling and diversion initiatives once the reduced vegetative debris is collected and processed. Tetra Tech has had significant experience assisting local governments in Texas with pre-permitting DMS before a disaster event as well as post-disaster permitting.

As DMS are activated, Tetra Tech will provide a minimum of two disposal monitors per site. Staffing numbers may also increase or decrease, depending on site layout. Tetra Tech verifies hauler passes through the DMS and documentation remains accurate and complete with several daily audits by project operations managers and supervisors to verify load call accuracy and consistency. Specific documentation kept by Tetra Tech DMS disposal monitors includes the following:

- **Load Ticket.** The load ticket is used to document that debris removal complies with all FEMA requirements.
- **Disposal Monitor Log.** The disposal monitor log is used as backup documentation as required by FEMA.

SECTION 5: PROJECT APPROACH & MANAGEMENT

- **Scale Manifest Tickets.** If the debris hauling contract is weight-based, Tetra Tech will digitize and catalog tickets generated by the existing scales at the County's DMS.
- **Incident Report.** Tetra Tech will document property damage, arguments, unsafe practices, and injuries.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a DMS frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.

**Exhibit 5-7: Load Call Estimate Examples**

|   |  |   |
|---|--|---|
| A |  | <p><b>Example A.</b> The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 45 percent.</p>                         |
| B |  | <p><b>Example B.</b> The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 70 percent.</p>                         |
| C |  | <p><b>Example C.</b> The mounded portion at the front of the load offsets the area in the back where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 85 percent.</p> |
| D |  | <p><b>Example D.</b> The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 95 percent.</p>                         |

**Residential Drop-Off Sites**

To provide documentation to FEMA that supports reimbursement of debris brought by the County's residents to residential drop-off sites and proves the debris is not commercial, the County must monitor each site and screen citizens who enter. Tetra Tech is prepared to support the County by assisting with this task if needed.

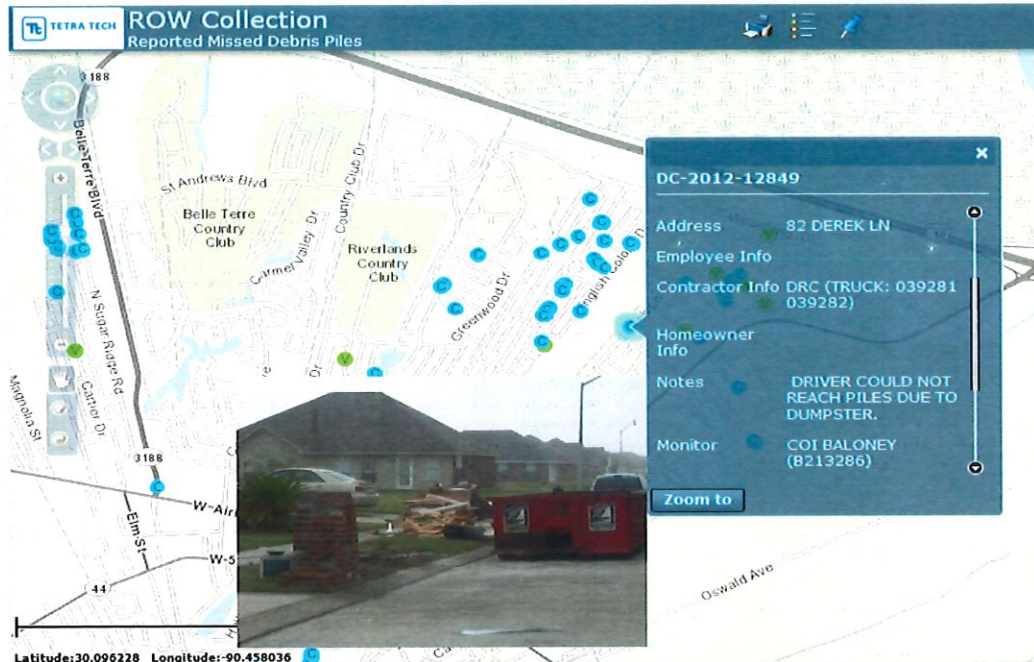
**Quality Assurance/Quality Control Program**

Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations. For example, monitors no longer have to carry a GPS device and manually write in GPS coordinates because this is logged automatically.

*Our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations.*

Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process and correct issues as they appear. For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles to the County.

Exhibit 5-8: Missed Piles Tracking



## Fraud Prevention

Several practices are used to prevent debris haulers from committing fraud both in the field and remotely by real-time data monitoring. At TDRSS locations, Tetra Tech disposal monitors or supervisors will randomly recertify a previously certified truck. Recalculating the truck hauling capacity helps verify that the original work was accurate and that nothing has been altered since certification. Additionally, ADMS technology displays a photo of the truck as a ticket is scanned by the disposal monitor. This makes it nearly impossible for a debris hauler to switch truck certifications between trucks or alter their truck configuration (i.e., remove sideboards).

Fraud prevention reports are run daily to identify data anomalies that may be a result of fraud. The load call report shows all load calls for a given day/monitor to confirm no trucks are receiving extraordinarily high load calls. The load ticket report and unit rate daily ticket report determine if monitors are issuing an excessive number of tickets in relation to the average number of tickets per day. The RecoveryTrac™ system includes built-in project controls that alert the data manager to anomalies that may be indicative of fraud. For example, the following data features are flagged:

- **Truck Turn-Around-Time.** The time between last pick-up location and arrival of a truck at the TDRSS is tracked. A time that is too short may indicate that the debris hauler is not filling the vehicle to capacity.
- **Out-of-Bounds.** The municipality boundaries are programmed geospatially to confirm that debris pick-up remains within the eligible bounds of the County.

- **Debris Type.** Discrepancies between the debris type noted by the collection monitor and the debris type noted by the disposal monitor are flagged for review.

## Hazardous Tree Removal

Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech can utilize ADMS technology to automatically associate photographs for all hazardous tree and hanger removal operations, which eliminates the potentially extensive labor associated with this task. Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all measurements meet the County's contractual agreement with the contractor.

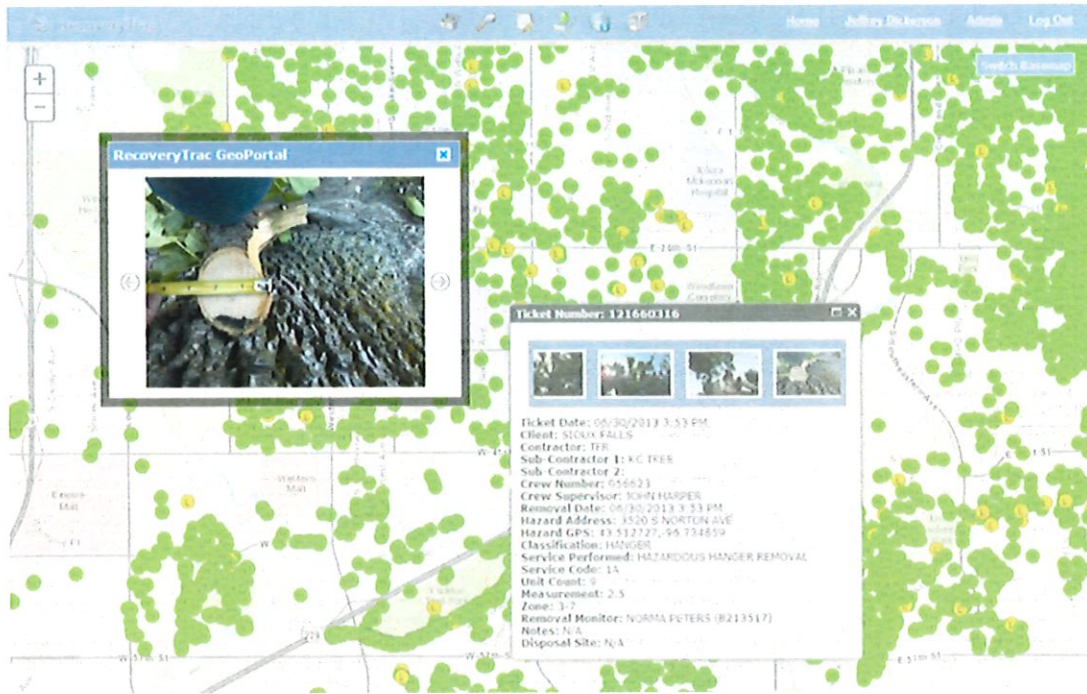
Exhibit 5-9: Real-Time Ticket Report

| RecoveryTrac Unit Rate AuditReport (Crew: 700430) |                       |                    |           |                   |  |                 |            |      |            | Date: 03/11/2014 |
|---|-----------------------|--------------------|-----------|-------------------|--|-----------------|------------|------|------------|------------------|
| Client: AUGUSTA                                   |                       |                    |           |                   | Project: AUGUSTA - WINTER STORM PAX - ROW COLLECTION |                 |            |      |            |                  |
| Total Ticket Count: 12                            |                       |                    |           |                   |  |                 |            |      |            |                  |
| Ticket No.  | Monitor               | Date               | GPS-Lat   | GPS-Lng           | Address  | Service Code    | Unit Count | Meas | Zone       | Photo Count      |
| 120590044   | DAWN WALKER (B214105) | 03/11/2014 8:17 AM | 33.434518 | -82.023773        | 2405 ACAPULCO DR                                     | 1A              | 1.00       | 2.50 | 28(GS: 2D) | 4                |
| Crew Photo  |                       | Pre-Work Photo     |           | Measurement Photo |  | Post-Work Photo |            |      |            |                  |
|   |                       |                    |           |                   |  |                 |            |      |            |                  |
| 120590045   | DAWN WALKER (B214105) | 03/11/2014 8:27 AM | 33.434532 | -82.023628        | 2405 ACAPULCO DR                                     | 1A              | 1.00       | 3.38 | 28(GS: 2D) | 4                |
| Crew Photo  |                       | Pre-Work Photo     |           | Measurement Photo |  | Post-Work Photo |            |      |            |                  |
|   |                       |                    |           |                   |  |                 |            |      |            |                  |

## Unit Rate Ticket Geoportal Report

As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

Exhibit 5-10: Unit Rate Ticket Map



## Public Information

Following a disaster event, citizens will look to the County for direction regarding the debris removal process and project progress. Tetra Tech is prepared to assist the County with developing a means for County to manage inquiries from residents regarding the debris removal process. Tetra Tech has staffed debris hotlines for some of the largest disasters that have impacted the United States and is prepared to help the County establish and staff a debris hotline (including supplying equipment, phone lines, etc.) to respond to public inquires and concerns.

## Incident Reporting

Another key feature of our ADMS technology is that it allows field monitors to report incidents and provide supporting photographs in real time to the County, Tetra Tech, and the debris contractor. Examples of incidents include reporting pre-existing damage, damage caused by the contractor, debris piles skipped by the contractor, safety hazards, and other incidents critical to a debris removal program. As monitors complete incident reports in the field, the information and supporting photographs are uploaded to the Tetra Tech reporting server. Depending on the type of incident, priority e-mails may be sent out by the reporting server to County representatives, Tetra Tech's project team, and debris contractor representatives. Our firsthand experience assisting local governments with recovering from disasters has shown that accurately capturing and photographing pre-existing damage can alleviate residential damage claims that may be submitted to the County. Additionally, the incident map developed from the collection information is essential to quickly identify unresolved contractor damages before the completion of the program.

Exhibit 5-11: Incident Report

### Incident Database

**RecoveryTrac Incident Summary Report**

Project Incident Summary: AUGUSTA - WINTER STORM PAX


| Incident Type      | Total     | Active    | Closed   | Pct Compl  | Avg Day Out  | H Pri    | Emp      |
|--------------------|-----------|-----------|----------|------------|--------------|----------|----------|
| DAMAGE TO PROPERTY | 80        | 80        | 0        | 0.0        | 166.0        | 1        | 7        |
| <b>Totals</b>      | <b>80</b> | <b>80</b> | <b>0</b> | <b>0.0</b> | <b>166.0</b> | <b>1</b> | <b>7</b> |

Project Incident Details: AUGUSTA - WINTER STORM PAX


**DAMAGE TO PROPERTY (Count: 80)**

PRIVATE PROPERTY-MALBOX (Count: 9)

| Incident No.  | Status | Priority | Date               | Emp Inv | Cost Inv | Own Inv | Location  |
|---|--------|----------|--------------------|---------|----------|---------|-----------|
| DP-2314-0435  | Active | Normal   | 03/25/2014 8:57 AM | NO      | YES      | YES     | 2629 WALT |
| Contractor Info: BY MOON (TRUCK 723156) Homeowner Info: JASON PLOHM (7055648372) DRIVER KNOCKED OVER MALBOX |        |          |                    |         |          |         |           |

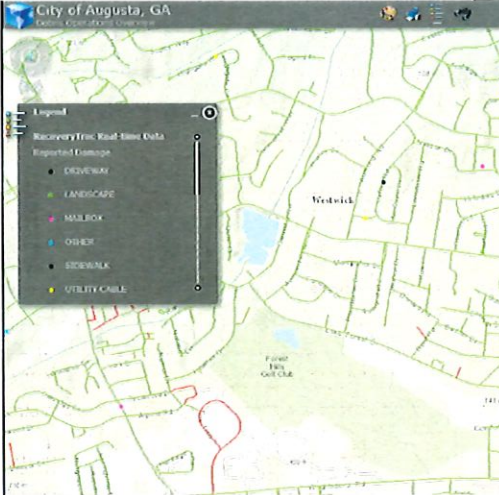


DP-2314-0435 Active Normal 03/21/2014 8:23 PM NO NO NO 3311 WOOD



### Incident Map

City of Augusta, GA



Daily Reporting Metrics

Tetra Tech has a suite of reports that are automated from RecoveryTrac™ and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the County, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below are samples of these reports created for recent projects. Additionally, Tetra Tech takes pride in the customization of reports to meet our client's specific needs and provided reports tailored to any metrics not captured in the generic reports.

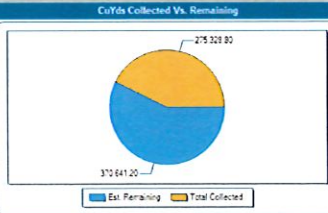
Exhibit 5-12: Sample Custom Reports Developed

#### Debris Removal Status Report

Thursday, March 13, 2014

CITY OF AUGUSTA, GA  
FEMA-4165-DR | WINTER STORM PAX GEORGIA  
ROW COLLECTION

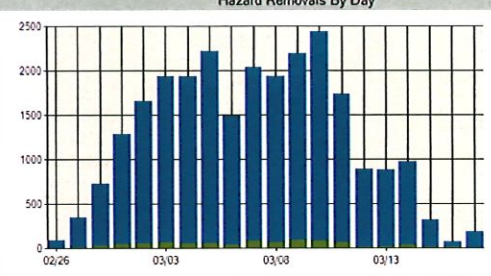
| Daily Statistics (03/13/2014) |        |
|-------------------------------|--------|
| Total Cubic Yards             | 23,181 |
| VEGETATIVE/WOODY              | 23,181 |
| Total Loads                   | 463    |
| Total Trucks Operating        | 70     |
| Average CuYds Per Load        | 50.07  |
| Average Load Call             | 73.73% |
| Disposal Sites in Operation   | 2      |
| Total Cubic Yards By Zone     | 23,182 |
| Zone 1                        | 8,455  |
| Zone 2                        | 1,404  |
| Zone 3                        | 239    |
| Zone 4                        | 5,731  |
| Zone 5                        | 4,338  |
| Zone 6                        | 2,995  |



#### Hangers, Leaners and Stumps Status Report

03/17/2014

CITY OF AUGUSTA, GA  
FEMA-4165-DR | WINTER STORM PAX GEORGIA  
ROW COLLECTION

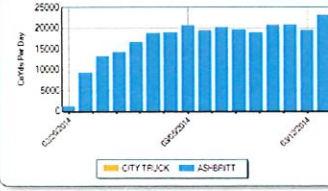


| Today's Hazard Removals     |               | Cumulative Hazard Removal |           |         |
|-----------------------------|---------------|---------------------------|-----------|---------|
| Total Crews in the Field    | 6             | Progress to Date          |           |         |
| <b>Hangers</b>              | <b>Totals</b> | Estimated                 | Completed | Percent |
| 1A HAZARDOUS HANGER REMOVAL | 132           | 26,500                    | 24,520    | 92.5%   |
| <b>Leaners</b>              | <b>Totals</b> | 650                       | 788       | 52.7%   |
|                             |               | 0                         | 0         | 0.0%    |

#### Debris Removal Status Report

Thursday, March 13, 2014

| Job to Date Statistics       |         |
|------------------------------|---------|
| Total Cubic Yards            | 275,329 |
| Total Loads                  | 5,734   |
| Days Operational             | 16      |
| Average Cubic Yards Per Load | 48      |
| Maximum Day Cubic Yards      | 23,181  |
| Average Day Cubic Yards      | 17,208  |
| Average Load Call            | 70.79%  |

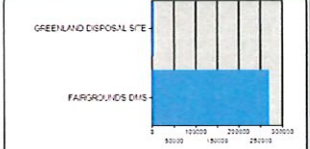


\*All figures are estimates pending reconciliation  
Page 2 of 4  
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#### Debris Removal Status Report

Thursday, March 13, 2014

| Job to Date DMS Statistics |           |
|----------------------------|-----------|
| FAIRGROUNDS DMS            | 269,746.2 |
| VEGETATIVE/WOODY           | 249,746.2 |
| GREENLAND DISPOSAL SITE    | 5,582.6   |
| VEGETATIVE/WOODY           | 5,582.6   |



## Contractor Reconciliation

RecoveryTrac™ significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

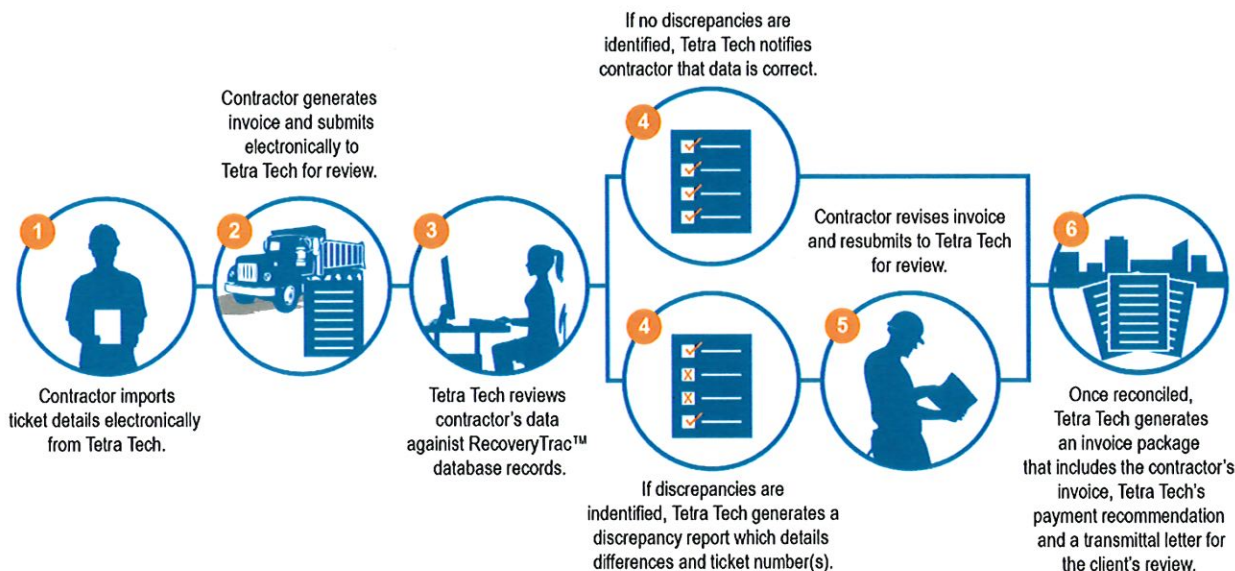
To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the RecoveryTrac™ database to generate transactions applicable to contract terms for tickets issued to each debris contractor.

Next, Tetra Tech meets with each primary debris contractor to review the debris contractor project reports that will be generated automatically via RecoveryTrac™. The debris contractor project reports will provide the debris contractors with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the client. The debris contractor is given a report login, which enables them to access the data remotely. They may run the report for a specific date or a range of dates.

Tetra Tech conducts several real-time QA/QC checks throughout the day, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor sends the invoice dataset to Tetra Tech for reconciliation. Incongruencies in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.

The step-by-step process for contractor invoice reconciliation in a RecoveryTrac™ project is outlined below:

Exhibit 5-13: Contractor Invoice Reconciliation Process



## Monitor Training Program

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the County. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Qualifying tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project Managers,

data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

## Health and Safety

Tetra Tech's employees are the foundation of our business and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.

Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.

Industry metrics for our 2018 health and safety performance are provided below:

- US Experience Modification Rate (EMR) of 0.71
- 2018 Enterprise-Wide Total Recordable Injury Rate (TRIR) 0.94
- 2018 Enterprise-Wide Lost Workday Incident Rate (LWDIR) 0.30

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers have completed the Occupational Safety and Health Administration (OSHA) Disaster Site Worker course and have their 10-hour Construction Safety Certification. During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular tailgate safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

## Emergency Management Planning and Training

In addition to response and recovery services, our team is one of the nation's premier emergency preparedness firms, with a staff of industry experts located throughout the United States. Our team members are recognized leaders in preparedness, having performed hundreds of planning, training, and exercise projects for local, state, and federal agencies, quasi-governmental organizations, institutions of higher education, private sector businesses, and non-profit organizations. Many of our team members have previously served as state and local emergency managers and are acutely aware of how important planning and training are to maintaining an optimal level of readiness. Since 2001, our team has conducted hundreds of emergency preparedness projects while ensuring compliance with current local, state, federal, and industry standards. Listed below are the preparedness programs Tetra Tech can offer.

- **Continuity of Operations, Continuity of Government, and Business Continuity Planning.** Tetra Tech understands residents expect their government to protect the safety and security of the community. A continuity plan effectively facilitates the performance of mission essential functions during an emergency and supports effort to provide critical services in a timely manner. Tetra Tech has developed continuity of operations, continuity of government, and business continuity plans for state agencies, local jurisdictions, and private sector businesses across the country that align with the standards in the Department of Homeland

Security's Federal Continuity Directive and Continuity Guidance Circulars. Continuity planning provides the interim process and alternate methods for continuing critical government services during disruptive incidents.

- **Cybersecurity Planning.** Cybersecurity and related services are a focus area for Tetra Tech. Tetra Tech provides cybersecurity services for a number of U.S. Federal clients, including contracts that require cleared personnel at the Secret and Top-Secret level. Tetra Tech has deep understanding of the application of U.S. Federal information assurance and cybersecurity standards, including Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIGs), National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 Recommended Security Controls for Federal Information Systems and Organizations, and NIST SP 800-37 Guide for Applying the Risk Management Framework to Federal Information Systems. Our blended team of cybersecurity experts and emergency management planners can provide support to develop plans, policies and procedures that address vulnerabilities and provide solutions to detect, prevent and mitigate impacts.
- **Disaster Debris Management Planning.** Tetra Tech uses a field-tested approach to develop disaster debris management plans (DDMP). Our staff develops and implements DDMPs alongside our local government clients prior to and following a disaster. Our experience has demonstrated that pairing client personnel with Tetra Tech emergency management experts provides significant benefits, such as facilitating an understanding and acceptance of work products and deliverables and providing exposure to key concepts described in the plan. Increased understanding of disaster debris management planning strengthens a client's ability to maintain and implement their plan.
- **Emergency Operations Planning/Comprehensive Emergency Management Planning.** Understanding and managing the risks of operating in an area that is vulnerable to natural and human-caused hazards is a complex challenge. Tetra Tech develops resilient and robust all-hazard emergency operations plans and comprehensive emergency management plans that will help guide response effectively and efficiently to emergencies. The plans comply with applicable local, state, and federal guidelines, and industry standards applicable to emergency planning.
- **Incident-Specific and Function-Specific Planning.** In addition to an all-hazards emergency operations plan, communities often need more detailed operational level plans for specific types of incidents and emergency functions. These types of plans provide more detailed instructions for operational and tactical level procedures and often include checklists, flow charts, and job aids. Tetra Tech has the expertise to develop a range of incident and function-specific plans including:
 

|   |  |
|---|--|
| – Active Assailant  | – Infectious Disease                       |
| – Chemical, Biological, Radiological, Nuclear, and Explosives | – Information Technology Disaster Recovery |
| – Communication   | – Mass Care and Sheltering                 |
| – Earthquake  | – Mass Casualty and Fatality               |
| – Evacuation  | – Public Information                       |
| – Finance and Administration                                  | – Severe Weather                           |
| – Family Reunification and Assistance                         | – Recovery                                 |
| – Flood and Riverine  | – Terrorism                                |
| – Hazardous Materials   | – Tornado                                  |
| – Hurricane Operations  | – Volunteer and Donation Management        |
|   | – Wildland Fire                            |
- **Hazard Mitigation Planning.** As a leader in mitigation, disaster readiness, and emergency response and recovery planning for state and local governments, Tetra Tech supports clients in all phases of hazard mitigation planning, including organizing and coordinating vital resources, performing risk and vulnerability assessments, developing mitigation plans and strategies, implementing those plans and strategies, and monitoring their progress. A well-developed hazard mitigation action plan (HMAP) provides a framework for streamlining the disaster recovery process and prioritizing mitigation interventions. It makes communities less vulnerable to the effects of an event and ensures a more secure, sustainable future. Tetra Tech can assist

with assessing local and regional hazards and risks, establishing mitigation goals and objectives, and identifying projects that enable the jurisdiction to prepare for and reduce the impacts of a natural or human-caused disaster by developing a comprehensive mitigation strategy.

- **Public Health Preparedness.** While state and local public health agencies have made strides in developing capacity to prepare for and respond to public health incidents, the 2009 novel H1N1 influenza event and the recent Ebola event demonstrated our nation's continued vulnerability to widespread public health emergencies. Recognizing this, the Centers for Disease Control and Prevention (CDC) developed 15 public health preparedness capabilities that define standards for public health preparedness and response. The 15 public health preparedness capabilities. Tetra Tech can assess provide assistance to address broad public health preparedness and response measures, including bio-surveillance, community resiliency, countermeasures and mitigation, incident management, information management, and surge management. Our staff of public health subject matter experts, emergency preparedness, and response professionals can help build or enhance the ability to achieve each of the public health preparedness capabilities.
- **Threat, Vulnerability, and Risk Assessment.** Conducting an assessment of potential threats, risks, and vulnerabilities is one of the first steps in developing a viable emergency preparedness plan. The community needs to have a deep understanding of their risks in order to properly prepare for an incident. Tetra Tech uses several approaches to developing a broad range of assessments from basic community risk profile to a more in-depth Threat and Hazard Identification and Risk Assessment (THIRA) depending on the needs of the community. Tetra Tech can provide assistance with the following:
  - Desktop analysis of risks and vulnerabilities based on data collection, demographics, and survey analysis
  - Hazard and threat analysis using HAZUS-MH building stock and other modeling techniques
  - Community economic assessment using use census data and ESRI Business Analyst
  - Scenario study using outputs from hazard and threat analyses
  - Risk comparison by overlaying the risk assessment and the scenario study
- **Training and Exercises.** Tetra Tech can provide comprehensive training and exercises for our debris monitoring clients. Our training and exercises include realistic scenarios based on our experience responding to many of our nation's most challenging disasters. We provide detailed case studies of local government responses to disasters and the challenges they had to overcome. Tetra Tech develops and conducts in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) and exercise facilitators are HSEEP-trained. Exercises include an after action report and improvement plan to document lessons learned and establish corrective actions. Tetra Tech offers the following training and exercise services:
 

|   |   |
|---|---|
| <ul style="list-style-type: none"> <li>– Web-Based Training Modules</li> <li>– In-Classroom Training</li> <li>– Train-the-Trainer Sessions and Classroom Materials</li> <li>– Incident Command System (ICS) Training</li> <li>– Emergency Operations Center Training</li> </ul> | <ul style="list-style-type: none"> <li>– Seminars and Games</li> <li>– Workshops</li> <li>– Tabletop Exercises</li> <li>– Drills</li> <li>– Functional Exercises</li> <li>– Full-Scale Exercises</li> </ul> |
|---|---|

## Grant Management Consulting Services

As one of the nation's premier providers of hazard mitigation, emergency preparedness, and response and recovery services, Tetra Tech is dedicated to helping our clients plan for, respond to, and recover from natural and human-caused disasters. Tetra Tech maintains a multidisciplinary staff with experience in disaster response and recovery, grant administration, and emergency management. Many are first responders, former state and local emergency management directors, and consultants who have been at the forefront nationally in developing strategies and plans in support of the U.S. Department of Homeland Security's (DHS) National Recovery Goals.

***Tetra Tech offers a complete, end-to-end solution that empowers our clients to protect their most precious assets in times of chaos.***

Over the past 20 years, our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our team has extensive experience assisting local and state governments with managing and documenting projects that are eligible for federal funding through the FEMA PA Program, including multiple, large PA programs for the States of Vermont, South Dakota, and Connecticut. Our team also has significant experience with FHWA Emergency Relief (FHWA-ER) federal reimbursement, having assisted over 60 clients with FHWA application, project management, and reimbursement. ***Our team's record of success spans over 300 state and local government clients in response to over 50 declared presidential disasters, representing the recovery of more than \$4 billion in disaster grant funds. These activations have yielded grant program management engagements resulting in clients not only garnering grant funds but in retaining 99.8 percent of the funds received.***

Having a national firm with broad capabilities allows the County to bring in the right skills and background for the required scope of work and funding source. From engineers with technical capabilities (i.e., transit, road/bridge, water/wastewater, cost estimating) to former federal and state emergency management officials included on our project team, our team has direct experience with the following grant programs:

- FEMA Hazard Mitigation Grant Program (HMGP)
- FEMA Flood Mitigation Assistance Program<sup>1</sup> (FMA)
- FEMA Public Assistance (PA) Program
- Pre-Disaster Mitigation (PDM)
- Federal Highway Administration-Emergency Relief (FHWA-ER) Program
- FHWA Transportation Investment Generating Economic Recovery Grant
- Natural Resources Conservation Service (NRCS) Emergency Watershed Protection
- U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program

Tetra Tech has comprehensive experience working with the CDBG and CDBG-DR programs and has a successful record of helping communities across the region bolster recovery efforts and long-term resilience. Tetra Tech has applied our expertise in the CDBG-DR program to help numerous communities navigate complex program requirements, including the development of action plans, consolidated plans, grant management, application procedures, and compliance review among other services.

## Damage Assessment

Following a disaster, the County will need to evaluate county-wide damages and identify priorities. Preliminary damage assessments are a critical component to the County receiving a disaster declaration following a major debris-generating event. If tasked, Tetra Tech is prepared to supplement County staff and assist in conducting electronic damage assessments. Tetra Tech's ADMS technology, RecoveryTrac™, would be used to conduct damage assessments and collect supporting data including photo documentation of damages. The collected information would be reported real-time through web-based maps that depict damage assessment progress. Tetra Tech has recently supported damage assessment efforts for local governments following Hurricane Harvey

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<sup>1</sup>Formerly three separate grant programs: FEMA Severe Repetitive Loss Program, FEMA Repetitive Flood Claims Program, and the FEMA Pre-Disaster Mitigation Program.

in Texas and Hurricane Maria in Puerto Rico. See Exhibit 5-14 for a sample image of Tetra Tech's web-based damage assessment report.

### Exhibit 5-14: Damage Assessment Report

The screenshot displays a web-based interface for a Public Assistance (PA) Site Visit. The top navigation bar includes 'HOME', 'PA Site Visit', and 'NEW MAP'. A search bar is present with the placeholder text 'Find address or place'. Below the navigation is a toolbar with icons for 'Details', 'Add', 'Edit', 'Basemap', 'Save', 'Share', 'Print', 'Directions', 'Measure', and 'Bookmarks'. On the left, an 'Add Features' panel lists various categories for site visits, including 'Public Assistance Site Visits' (with sub-categories A through G) and 'FHWA - Roads and Bridges'. The main map area shows a street grid with several red 'E' markers indicating site visit locations. A pop-up window titled 'Public Assistance Site Visits' is open over one of the markers, displaying the following information:

|                           |  |
|---------------------------|--|
| FEMA Category             | Category E: Public Buildings and Content |
| FEMA Sub-Category         | Building                                 |
| PDA Site                  | 2  |
| Site Name                 | Historic Courthouse                      |
| FEMA Designation Number   | 4193-DR-CA                               |
| Cause Of Damage           | Earthquake                               |
| Damage Description        | Structural damage and water damage       |
| Temp Work Complete        | Emergency work                           |
| Temp Work To Be Completed | Ongoing                                  |

At the bottom of the interface, there is a scale bar (0 to 200ft) and a footer with links for 'Esrri.com', 'ArcGIS Marketplace', 'Help', 'Terms of Use', 'Privacy', 'Contact Esri', and 'Report Abuse'. The Esri logo is also visible in the bottom right corner.

## Experience Coordinating with Federal, State, and Local Funding Sources and Reimbursement Processes

Throughout the course of the hundreds of debris management and grant management projects that our staff has administered for state and local governments across the United States, our team has developed a unique understanding of the FEMA organization and other regulatory agencies' policies and procedures. Our team maintains strong relationships with many of the lead federal coordinating officers, debris specialists, Public Assistance (PA) coordinators and officers, and other staff. Our team also understands the duties and responsibilities of emergency management personnel at the state and local level, which helps us build strong relationships. Our team has worked with hundreds of local government emergency management agencies and dozens of state emergency management organizations following disaster debris-generating events.

***Our team has worked closely with FEMA and FHWA staff in the determination of debris eligibility, data requirements, project worksheet/detailed damage inspection report development, auditing of documentation, and reimbursement requirements.*** This includes providing step-by-step assistance to clients throughout the FEMA reimbursement process.

To maximize PA funding for our clients, our staff members maintain a working relationship with FEMA at the headquarters, regional, and local levels. Constant communication and regular interface with FEMA allows our team to obtain quick responses on disaster-specific guidance and issues.

Additionally, our data management and document storage procedures are tailored to facilitate FEMA review of the generation of project worksheet versions throughout the project. ***Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars for communities.***

In the field, our operations managers and field supervisors fully understand FEMA rules and regulations for hand-loaded vehicles; stump, limb, and tree removal at unit rates; volumetric load calls at temporary disposal site locations; and right-of-way (ROW) debris removal eligibility. This allows us to monitor contracts to the smallest detail while concurrently managing and documenting the operation using proven methodologies that maximize FEMA reimbursement. ***Our understanding of reimbursement agencies' requirements for eligibility, documentation, and reimbursement has helped our clients obtain over \$6 billion in reimbursement funds from federal agencies such as FEMA, FHWA, and the NRCS.***

Our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Exhibit 6-1 provides a summary of our experience providing FEMA PA services to local and state governments.

### WHAT DO OUR CLIENTS SAY?

*"Your team assisted us with FEMA PA Grant Program application and administration, FHWA ER technical assistance, FEMA HMGP grant application, and HUD CDBG-DR project identification, technical assistance, and application development representing a combined estimated \$280 million in federal grants—the largest grant application in Boulder County's history. Boulder County has been very pleased by the work of your team and would absolutely recommend them to any other state or local government agency in the aftermath of a disaster."*

**Michelle Krezek, Commissioners' Deputy  
Boulder County, Colorado**

Exhibit 6-1: Recent Grant Funding Experience

| Year | Client                      | Event              | Program               | Value (\$)                           | Preliminary Damage Request | Develop Request for Public Assistance | Applicant Briefing | Applicant Kickoff Meeting | Site Visits/Inspections | Project Scoping | Project Cost Estimation & Documentation | PW/Application Development | Alternate/Improved/Pilot Program Projects | Project Cost Reconciliation | Interim Inspections | Funding Disbursement | Grant Closeout |
|------|-----------------------------|--------------------|-----------------------|--------------------------------------|----------------------------|---------------------------------------|--------------------|---------------------------|-------------------------|-----------------|---|----------------------------|---|-----------------------------|---------------------|----------------------|----------------|
| 2018 | City of Callaway, FL        | DR 4399            | PA                    | 50,000,000                           | ■                          | ■                                     | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          | ■   |                             |                     |                      |                |
| 2018 | City of Lynn Haven, FL      | DR 4399            | PA                    | 50,000,000                           | ■                          | ■                                     | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          | ■   |                             |                     |                      |                |
| 2018 | Dougherty County, GA        | DR 4400            | PA                    | 10,000,000                           | ■                          | ■                                     |                    |                           |                         |                 |   |                            |   |                             |                     |                      |                |
| 2018 | City of Albany, GA          | DR 4400            | PA                    | 10,000,000                           | ■                          | ■                                     |                    |                           |                         |                 |   |                            |   |                             |                     |                      |                |
| 2018 | Ventura County, CA          | DR 4353            | PA                    | 100,000,000                          |                            |                                       |                    |                           |                         | ■               | ■                                       | ■                          |   | ■                           |                     |                      |                |
| 2018 | Commonwealth of Puerto Rico | DR 4339            | PA<br>HMGP            | 60,000,000,000                       |                            |                                       |                    |                           | ■                       | ■               | ■                                       | ■                          | ■   | ■                           | ■                   | ■                    | ■              |
| 2017 | City of Houston, TX         | DR 4332            | PA                    | 2,400,000,000                        | ■                          | ■                                     | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          | ■   | ■                           |                     |                      |                |
| 2017 | City of South Daytona, FL   | DR 4337            | PA                    | 6,000,000                            |                            |                                       | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          | ■   | ■                           |                     |                      |                |
| 2017 | Fort Bend County, TX        | DR 4332            | PA                    | 50,000,000                           | ■                          | ■                                     | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          | ■   | ■                           |                     |                      |                |
| 2017 | City of Albany, GA          | DR 4294<br>DR 4297 | PA                    | 14,000,000                           | ■                          | ■                                     | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          | ■   | ■                           |                     |                      |                |
| 2017 | Dougherty County, GA        | DR 4297            | PA                    | 12,500,000                           | ■                          | ■                                     | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          | ■   | ■                           |                     |                      |                |
| 2016 | South Daytona, FL           | DR 4283            | PA                    | 1,600,000                            |                            |                                       |                    |                           |                         |                 |   |                            |   |                             |                     |                      |                |
| 2016 | Volusia County, FL          | DR 4283            | PA                    | 28,000,000                           | ■                          | ■                                     | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          | ■   | ■                           |                     |                      |                |
| 2016 | City of Port Orange, FL     | DR 4283            | PA                    | 16,000,000                           |                            |                                       | ■                  | ■                         |                         | ■               | ■                                       | ■                          |   | ■                           |                     |                      |                |
| 2016 | Beaufort County, SC         | DR 4284            | PA                    | 56,000,000                           |                            |                                       | ■                  | ■                         |                         |                 |   | ■                          |   | ■                           |                     |                      |                |
| 2015 | Richland County, SC         | DR 4241            | PA<br>HMGP<br>CDBG-DR | 4,000,000<br>8,700,000<br>23,500,000 | ■                          | ■                                     | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          | ■   | ■                           | ■                   | ■                    |                |
| 2015 | City of Sumter, SC          | DR 4241            | PA<br>HMGP            | 13,000,000                           | ■                          | ■                                     | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          |   |                             |                     |                      |                |
| 2015 | Lexington County, SC        | DR 4241            | PA<br>HMGP            | 1,600,000                            |                            |                                       |                    |                           | ■                       | ■               | ■                                       | ■                          |   |                             |                     |                      |                |
| 2015 | Dorchester County, SC       | DR 4241            | PA                    | 3,500,000                            | ■                          | ■                                     | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          |   |                             |                     |                      |                |
| 2015 | Montgomery County, TX       | DR 4269<br>DR 4272 | HMGP                  | 15,000,000                           |                            |                                       |                    |                           | ■                       | ■               | ■                                       | ■                          |   |                             |                     |                      |                |
| 2015 | Austin County, TX           | DR 4269<br>DR 4272 | PA                    | 4,000,000                            | ■                          | ■                                     | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          | ■   | ■                           |                     |                      |                |
| 2015 | Waller County, TX           | DR 4269<br>DR 4272 | PA                    | 4,000,000                            | ■                          | ■                                     | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          | ■   | ■                           |                     |                      |                |
| 2015 | Ascension Parish, LA        | DR 4277            | PA                    | 20,000,000                           | ■                          | ■                                     | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          | ■   | ■                           |                     |                      |                |
| 2015 | Walton County, FL           | N/A                | FMA                   | 522,000                              |                            |                                       |                    |                           |                         | ■               | ■                                       | ■                          |   |                             |                     |                      |                |
| 2015 | Fayette County, GA          | DR 4259            | PA                    | 3,800,000                            | ■                          | ■                                     | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          | ■   | ■                           |                     |                      |                |
| 2014 | City of Napa, CA            | DR 4193            | PA                    | 2,000,000                            | ■                          |                                       | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          |   | ■                           |                     |                      |                |
| 2014 | City of Houston, TX         | DR 4223            | PA                    | 60,000,000                           | ■                          | ■                                     | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          | ■   | ■                           |                     |                      |                |
| 2015 |                             | DR 4269            |                       |                                      |                            |                                       |                    |                           |                         |                 |   |                            |   |                             |                     |                      |                |

SECTION 6: FEMA / OTHER GOVERNMENT AGENCIES WITH JURISDICTION - REPORTING AND REIMBURSEMENT

| Year | Client   | Event              | Program     | Value (\$) | Preliminary Damage Request | Develop Request for Public Assistance | Applicant Briefing | Applicant Kickoff Meeting | Site Visits/Inspections | Project Scoping | Project Cost Estimation & Documentation | PW/Application Development | Alternate/Improved/Pilot Program Projects | Project Cost Reconciliation | Interim Inspections | Funding Disbursement | Grant Closeout |
|------|--|--------------------|-------------|------------|----------------------------|---------------------------------------|--------------------|---------------------------|-------------------------|-----------------|---|----------------------------|---|-----------------------------|---------------------|----------------------|----------------|
| 2013 | Boulder County, CO   | DR 4272<br>DR 4193 | PA,<br>HMGP | 2,000,000  |                            |                                       | ■                  | ■                         |                         |                 |   | ■                          |   |                             |                     |                      | ■              |
| 2012 | State of New Jersey<br>Department of<br>Environmental Protection | DR 4086            | PA          | 30,500,000 | ■                          | ■                                     | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          | ■   | ■                           |                     |                      |                |
| 2011 | Virginia DOT   | DR 4023            | PA          | 3,000,000  | ■                          | ■                                     | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          | ■   | ■                           | ■                   | ■                    | ■              |
| 2011 | State of Vermont   | DR 4022            | PA,<br>HMGP | 23,000,000 | ■                          |                                       | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          |   | ■                           |                     |                      |                |
| 2011 | State of Connecticut   | DR 4023            | PA          | 500,000    | ■                          |                                       |                    |                           | ■                       | ■               | ■                                       |                            |   |                             |                     |                      |                |
| 2010 | Hidalgo County, TX   | DR 1931            | PA          | 318,000    | ■                          | ■                                     | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          | ■   | ■                           | ■                   |                      |                |
| 2009 | City of Daytona Beach, FL  | DR 1840            | HMGP        | 1,200,000  | ■                          | ■                                     |                    |                           | ■                       | ■               | ■                                       | ■                          | ■   | ■                           | ■                   | ■                    |                |
| 2009 | Volusia County, FL   | DR 1840            | PA          | 890,000    |                            | ■                                     |                    |                           | ■                       | ■               | ■                                       | ■                          | ■   | ■                           | ■                   |                      |                |
| 2009 | City of Austell, GA  | DR 1858            | PA          | 7,900,000  | ■                          | ■                                     | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          |   |                             |                     |                      |                |
| 2009 | Clark Energy Co-op, KY   | DR 1818            | HMGP        | 500,000    |                            |                                       |                    |                           |                         | ■               | ■                                       |                            |   | ■                           |                     |                      | ■              |
| 2009 | City of Newport News, VA   | DR 1862            | PA          | 280,000    | ■                          | ■                                     | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          |   | ■                           |                     |                      |                |
| 2009 | City of Virginia Beach, VA                                       | DR 1862            | PA/SRL      | 2,000,000  |                            |                                       |                    |                           | ■                       | ■               | ■                                       | ■                          |   |                             |                     |                      |                |
| 2008 | City of Cocoa, FL  | DR 1785            | PA          | 200,000    |                            |                                       |                    |                           | ■                       | ■               | ■                                       | ■                          |   |                             |                     |                      |                |
| 2008 | City of Cocoa Beach, FL  | DR 1785            | PA          | 15,000     |                            |                                       |                    |                           | ■                       | ■               | ■                                       | ■                          |   |                             |                     |                      |                |
| 2008 | Leon County/<br>City of Tallahassee, FL                          | DR 1785            | PA          | 580,000    | ■                          |                                       |                    |                           |                         | ■               | ■                                       | ■                          |   | ■                           |                     |                      |                |
| 2008 | St. Johns County, FL   | DR 1785            | PA          | 870,000    | ■                          |                                       |                    |                           |                         | ■               | ■                                       |                            |   | ■                           |                     |                      |                |
| 2008 | Plaquemines Parish, LA   | DR 1786            | PA          | 10,000     | ■                          | ■                                     |                    |                           |                         |                 | ■                                       |                            |   |                             |                     |                      |                |
| 2008 | Ashburnham Municipal<br>Light Plant, MA                          | DR 1813            | PA          | 645,000    | ■                          |                                       | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          |   | ■                           |                     |                      |                |
| 2008 | Paxton Light Dept., MA   | DR 1813            | PA          | 150,000    | ■                          |                                       | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          |   | ■                           |                     |                      |                |
| 2008 | Princeton Municipal Light<br>Department, MA                      | DR 1813            | PA          | 9,300,000  | ■                          |                                       | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          |   | ■                           |                     |                      |                |
| 2008 | Sterling Municipal Light<br>Dept.                                | DR 1813            | PA          | 3,900,000  | ■                          |                                       | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          |   | ■                           |                     |                      |                |
| 2008 | City of Alvin, TX  | DR 1791            | PA          | 2,100,000  |                            |                                       |                    |                           | ■                       | ■               | ■                                       | ■                          |   | ■                           | ■                   | ■                    | ■              |
| 2008 | City of Angleton, TX   | DR 1791            | PA          | 6,000,000  |                            |                                       |                    |                           | ■                       | ■               | ■                                       | ■                          |   | ■                           | ■                   | ■                    | ■              |
| 2008 | Cameron County, TX   | DR 1780            | PA          | 27,000,000 | ■                          | ■                                     | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          |   | ■                           | ■                   | ■                    | ■              |
| 2008 | Fort Bend County, TX   | DR 1791            | PA          | 15,300,000 | ■                          | ■                                     | ■                  | ■                         | ■                       | ■               | ■                                       | ■                          |   | ■                           | ■                   | ■                    | ■              |

## Public Assistance Consulting Services

Of particular relevance is our understanding of FEMA, FHWA, and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement. Over the past 20 years, our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our team has extensive experience assisting local and state governments with managing and documenting projects that are eligible for federal funding through the FEMA PA Program, including multiple, large PA programs for the States of Vermont, South Dakota, and Connecticut. Our team also has significant experience with FHWA Emergency Relief (FHWA-ER) federal reimbursement, having assisted over 60 clients with FHWA application, project management, and reimbursement.

*Our team's record of success spans over 200 state and local government clients in response to over 40 declared presidential disasters, representing the recovery of more than \$3.5 billion in disaster grant funds. These activations have yielded grant program management engagements resulting in clients not only garnering grant funds but in retaining 99.8 percent of the funds received.*

Tetra Tech has extensive direct experience with the following grant programs:

- FEMA PA Program
- FEMA Hazard Mitigation Grant Program (HMGP)
- FEMA Flood Mitigation Assistance Program<sup>1</sup>
- FHWA-ER Program
- FHWA Transportation Investment Generating Economic Recovery Grant
- Natural Resources Conservation Service (NRCS) Emergency Watershed Protection
- U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG)

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<sup>1</sup>Formerly three separate grant programs: FEMA Severe Repetitive Loss Program, FEMA Repetitive Flood Claims Program, and the FEMA Pre-Disaster Mitigation Program.

## Compensation

In compliance with the County's request for proposals we have included the Attachment A – Pricing Schedule Form following this page.

**Section 7: Compensation**  
**Attachment A – Price Schedule**

# Attachment "A"

## Disaster Debris Management & Monitoring Services Pricing Schedule

Hourly rates shall include all costs including overhead and profit, lodging, meals, and transportation.

### Section A – Listed Staff Positions

| Item No. | Position                | *Estimated Project Hours* | Hourly Rate     | Extended Cost |
|----------|-------------------------|---------------------------|-----------------|---------------|
| 1        | On-site Project Manager | 112                       | \$ 74.00        | \$ 8,288.00   |
| 2        | DMS & Field Supervisors | 336                       | \$ 45.00        | \$ 15,120.00  |
| 3        | Field Monitors          | 4,200                     | \$ 34.00        | \$ 142,800.00 |
| 4        | DMS & Tower Monitors    | 40                        | \$ 38.00        | \$ 1,520.00   |
| 5        | GIS Specialist          | 40                        | \$ 50.00        | \$ 2,000.00   |
| 6        | Data Manager            | 40                        | \$ 58.00        | \$ 2,320.00   |
| 7        | Billing/Invoice Analyst | 40                        | \$ 55.00        | \$ 2,200.00   |
| 8        | Data Entry/Admin Staff  | 250                       | -               | \$ -          |
|          |                         |                           | Total Section A | \$ 174,248.00 |

**\*Quantities and hours shown above are for price proposal evaluation purposes *only* and do not represent an actual or anticipated volume of contract work.\***

### Section B – Additional Required Staff Positions

List all other positions not listed in Section A along with the hourly rate that Proposer will utilize to perform the services presented in this RFP.

| Item No. | Position            | *Hours* | Hourly Rate     | Extended Cost |
|----------|---------------------|---------|-----------------|---------------|
| 9        | Operations Manager  | 1       | \$ 65.00        | \$ 65.00      |
| 10       | Project Coordinator | 1       | \$ 34.00        | \$ 34.00      |
|          |                     | 1       |                 | \$            |
|          |                     | 1       |                 | \$            |
|          |                     | 1       |                 | \$            |
|          |                     | 1       |                 | \$            |
|          |                     | 1       |                 | \$            |
|          |                     | 1       |                 | \$            |
|          |                     |         | Total Section B | \$ 99.00      |

**\*Section B will be evaluated per a unit of one (1) hour multiplied by the proposed hourly rate.\***

|                                      |               |
|--------------------------------------|---------------|
| Total Estimated Cost (Section A & B) | \$ 174,347.00 |
|--------------------------------------|---------------|

Section C – Optional Staff Positions

List optional staff positions that may provide an added benefit to the County and would be provided at the County’s request.

| Item No. | Position | Hourly Rate |
|----------|----------|-------------|
|          | None     |             |
|          |          |             |
|          |          |             |
|          |          |             |
|          |          |             |
|          |          |             |

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 RFP 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. 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.

## References

Similar to the services being requested by the Hidalgo County (County), our team has successfully assisted over 300 clients with recovering from the damaging effects of hurricanes, tropical storms, tornadoes, floods, and ice storms across the country. Our efforts have allowed our clients to maintain their focus on continuing daily operations while relying on us to oversee the management of debris removal operations and federal reimbursement in compliance with FEMA and FHWA guidelines and reimbursement procedures.

The following three (3) projects are a representative sample of our experience and accomplishments in performing services that are similar in scope, complexity, and magnitude to the County. Per the County's request, we have also included a list of our disaster debris monitoring projects completed within the past ten (10) years (including projects within the State of Texas) that are the same or larger to the magnitude of the County located in [Section 3: Qualifications/Experience](#).

*In 2017, Tetra Tech simultaneously deployed in Texas, Florida, Puerto Rico, and the Virgin Islands in response to three hurricanes (Harvey, Irma, and Maria), representing more than 100 government clients.*

## Section 8: References Profiles



## KEY FEATURES

- Right-of-Way Collection Monitoring
- DMS Permitting and Closeout
- Data Management
- Program Management

## PROJECT DESCRIPTION

In August 2017, Hurricane Harvey made landfall as a major Category 4 hurricane bringing bands of heavy rainfall, 130-mph winds and dangerous storm surge. The unprecedented rainfall resulted in severe flooding throughout Brazoria County and caused an overflow of the Brazos river. As a result, the County issued mandatory evacuations for residents. Nearly 13,000 properties were affected county-wide.

Under a pre-positioned contract, Tetra Tech was activated by the County to provide debris monitoring and program management services. Our firm mobilized a local team of debris monitors and established our ADMS, RecoveryTrac™ for use throughout the County. Through the RecoveryTrac™ geo-portal, County officials were able to observe the contracted debris hauler in real time, track task orders, and administer assistance to the citizens of Brazoria County affected by the incident. Our Recovery Trac system allowed Tetra Tech to seamlessly isolate and segregated debris removal quantities and costs from individual municipalities within the County that engaged in mutual aid agreements with Brazoria County.

Additionally, Tetra Tech oversaw the coordination with the Texas General Land Office (GLO) to document the removal of debris clogging the areas in and around public boat launches. In total, *Tetra Tech monitored the removal of over 230,000 cubic yards of flood related debris.*

### CLIENT

Brazoria County

### LOCATION

Texas

### DURATION

September 2017 – January 2018

### COST

\$1,070,575

### PROJECT TEAM

Simon Carlyle, Regional Manager

James Ward, Project Manager

JD Cox, Operations manager

Ricardo Bosques, Data Manager

### REFERENCES

Trey Haskins

[treyh@brazoria-county.com](mailto:treyh@brazoria-county.com)

979.583.7657



**CLIENT**

Harris County

**LOCATION**

Texas

**DURATION**

Hurricane Harvey - / August 2017 – May 2018

Hurricane Ike September 2008 – March 2009

**COST**

3,700,000 -Hurricane Harvey

\$17,497,835 - Hurricane Ike

**REFERENCES**

Ms. Alisa Max  
Manager  
General Services Division  
Harris County Engineering Department  
10555 Northwest Freeway, Suite 210  
Houston, TX 77092  
Phone: (713) 685-7351  
Alisa.max@hcpid.org

Ms. Danielle Cioce, MS, PMP  
Manager, Watershed Protection Group/Debris Operations  
Harris County Engineering Department  
10555 Northwest Freeway, Suite 210  
Houston, TX 77092  
Phone: (551) 427-6581  
danielle.cioce@hcpid.org

**KEY FEATURES**

- Program Management
- DMS Permitting and Closeout
- Collection/Disposal Monitoring
- Leaner and Hanger Removal Monitoring
- FEMA Reimbursement
- FHWA-ER Reimbursement

**PROJECT DESCRIPTION**

**Hurricane Harvey**

This past August 2017 when Harris County (County) was impacted by Hurricane Harvey and its historic flooding, the County reached out to Tetra Tech for assistance. Tetra Tech is currently working with the County to provide debris monitoring services, program management and reimbursement assistance in the removal of over 1,100,000 cubic yards of flood related debris. This included 133 monitors at project peak, and totaled nearly 30,000 load tickets and over 2,000 unit rate tickets written. Tetra Tech provided over 5,000 load calls for the County's force account debris removal efforts over a three month period. Tetra Tech also provided the County with support on implementation of FEMA directives on private property and commercial debris removal.

**Hurricane Ike**

On the evening of September 12, 2008, Hurricane Ike made landfall in Texas leaving in its wake massive amounts of debris from high winds, inland flooding and storm surge. Our team assisted the County with the monitoring

and cost reimbursement for over 2.5 million yards of debris from the public right-of-way in response to Hurricane Ike. The County, with a population of approximately 4 million residents, is one of the four largest counties in the United States and the largest to ever have been hit in recent times by a hurricane.

As part of the recovery effort, our team also assisted the County with the monitoring of the removal of over 60,000 dangerous limbs and leaning trees from the unincorporated areas of the County. In addition, our team managed 13 temporary debris sites as well as 7 public debris drop-off sites located throughout the unincorporated County. Our team also provided FEMA reimbursement assistance associated with all categories of FEMA financial grant assistance (Categories A-G) associated with the County Facilities and Property Maintenance Department of over 75 individual properties County-wide.

Our firm also provided debris hauler contract management and contract amendment assistance, negotiating one of the most cost-effective debris hauling contracts in response to Hurricane Ike on behalf of the County.



## KEY FEATURES

- Disaster Debris Monitoring
- Data Management
- Invoice Reconciliation

## PROJECT DESCRIPTION

On August 25, 2017 Hurricane Harvey made landfall on Texas as a major Category 3 hurricane, dropping unprecedented rainfall resulting in severe and catastrophic flooding. Harvey moved inland to just northwest of Victoria where the storm stalled for days, funneling large amounts of moisture into Southeast Texas. Portions of Victoria County (County) saw 15-25 inch storm rainfall amounts. Tetra Tech was activated by the County through its pre-positioned contract to assist in managing the County's debris contractor and monitor debris removal from public property and County owned parks. In addition, Tetra Tech helped the County navigate the complexity of a sea grass removal project from County maintained drainage facilities. Tetra Tech hired nearly 100% County residents to execute the day-to-day field operations of this unique debris monitoring project.

### CLIENT

Victoria County

### LOCATION

Texas

### DURATION

August 2017 – January 2018

### CUBIC YARDS

96,771 CYs

### COST

\$429,793

### PROJECT TEAM

Kim Bowyer – Project Manager

Nick Faulkner – Operations Manager

Paris Atkinson – Data Manager

### REFERENCES

**Mr. Danny Garcia**  
 Precinct 1 Commissioner  
 Tel: (361) 652-7057  
 Office: (361) 575-8711  
 Darcia@vctx.org  
 101 N. Bridge St., Rm. 102  
 Victoria, TX 77901

## Required Documents

Per the requirements listed by the County, the following documents have been provided:


- Legal Notice
- Exhibit C: Insurance Pages with Acknowledgement Forms
- Exhibit D: Form CIQ-Conflict of Interest Questionnaire
- Exhibit E: Vendor Bidder Application, W-9, & HUB/DBE
- Exhibit F: Certification Regarding Debarment
- Exhibit H: Required Contract Clauses for Contracts Under Federal Award – 2 CFR 200, Appendix II & FEMA
- Proposer's Affidavit
- SAMS.gov Registration Acknowledgement
- RFP Submittal Checklist

# SAM.gov Registration

https://sam.gov/SAM/pages/public/entitySearch/entitySearchEntityOverview General Services Administration ... View Details - Entity Overview

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(CommSquad) M... cHarveyProjectDashboard... cProjectDashboard - Repo... ToolTalk clrmaProjectDashboard - ... EM Preparedness Backlog ... QA-QC-Graphics Request LaPAC - Louisiana Bids



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### Entity Dashboard

[Entity Overview](#)

[Entity Registration](#)

- [Core Data](#)
- [Assertions](#)
- [Reps & Certs](#)
- [POCs](#)

[Exclusions](#)

- [Active Exclusions](#)
- [Inactive Exclusions](#)
- [Excluded Family Members](#)

[RETURN TO SEARCH](#)

**TETRA TECH, INC.**  
DUNS: 080106449 CAGE Code: 0YEM5  
Status: Active  
Expiration Date: 09/26/2020  
Purpose of Registration: All Awards

1 S Wacker Dr Ste 3700  
Chicago, IL, 60606-4651,  
UNITED STATES

#### Entity Overview

##### Entity Registration Summary

Name: TETRA TECH, INC.  
Business Type: Business or Organization  
Last Updated By: Renee Valentino  
Registration Status: Active  
Activation Date: 09/27/2019  
Expiration Date: 09/26/2020

##### Exclusion Summary

Active Exclusion Records? No

[Search Records](#) [Disclaimers](#) [FAPIS.gov](#)  
[Data Access](#) [Accessibility](#) [GSA.gov/IAE](#)



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- ⚠️ ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.
- ⚠️ ALERT - There may be a delay in data updates between the Small Business Administration (SBA) and SAM. If you notice any issues with your entity's SBA status or trouble on the SBA Supplemental page, please contact the Federal Service Desk.
- ⚠️ ALERT - Direct hyperlinks to the Federal Acquisition Regulation (FAR) are not working due to Acquisition.gov maintenance. SAM.gov will restore all hyperlinks as soon as the FAR is restored on Acquisition.gov.

### Entity Dashboard

**TETRA TECH, INC.**  
DUNS: 080106449 CAGE Code: 0YEM5  
Status: Active  
Expiration Date: 11/20/2019  
Purpose of Registration: All Awards

1 S Wacker Dr Ste 3700  
Chicago, IL, 60606-4651,  
UNITED STATES

- › [Entity Overview](#)
- › [Entity Registration](#)
  - › [Core Data](#)
  - › [Assertions](#)
  - › [Reps & Certs](#)
  - › [POCs](#)
- › [Exclusions](#)
  - › [Active Exclusions](#)
  - › [Inactive Exclusions](#)
  - › [Excluded Family Members](#)

RETURN TO SEARCH

#### Entity Overview

##### Entity Registration Summary

Name: TETRA TECH, INC.  
Business Type: Business or Organization  
Last Updated By: Renee Valentino  
Registration Status: Active  
Activation Date: 11/20/2018  
Expiration Date: 11/20/2019

##### Exclusion Summary


Active Exclusion Records? No

Previous:

Browser address bar: <https://sam.gov/portal/SAM/Navigation/state> Identified by Entrust View Details - Entity Overvi...

Navigation: View Favorites Tools Help

Project Dashboards: harveyProjectDashboard... cProjectDashboard - Repo... ToolTalk cIrmaProjectDashboard - ... EM Preparedness Backlog ... QA-QC-Graphics Request LaPAC - Louisiana Bids Marketing Schedule - In-P...



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ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements coming in June.

ALERT: SAM.gov will be down for scheduled maintenance Friday, June 29, 2018, from 6 PM to midnight (EDT).

### Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

**TETRA TECH, INC.**  
DUNS: 080106449 CAGE Code: 0YEM5  
Status: Active  
Expiration Date: 12/20/2018  
Purpose of Registration: All Awards

1 S Wacker Dr Ste 3700  
Chicago, IL, 60606-4651,  
UNITED STATES

#### Entity Overview

| Entity Registration Summary             |
|---|
| Name: TETRA TECH, INC.                  |
| Business Type: Business or Organization |
| Last Updated By: Renee Valentino        |
| Registration Status: Active             |
| Activation Date: 12/20/2017             |
| Expiration Date: 12/20/2018             |

---

| Exclusion Summary            |
|------------------------------|
| Active Exclusion Records? No |

# Exhibit “B-1”

Best and Final Offer

## Best and Final Offer (BAFO)

### Disaster Debris Management & Monitoring Services

#### Pricing Schedule

May 29, 2020

Exhibit 1 below provides Tetra Tech's best and final hourly rates. Such rates are fully burdened to include all cost including overhead, profit, lodging, meals, and transportation.

Exhibit 1: BAFO Hourly Rates

| Item No. | Position                  | Initial Proposed Hourly Rate | BAFO Hourly Rate |
|----------|---------------------------|------------------------------|------------------|
| 1        | On-site Project Manager   | \$74.00                      | \$71.00          |
| 2        | DMS and Field Supervisors | \$45.00                      | \$44.00          |
| 3        | Field Monitors            | \$34.00                      | \$34.00          |
| 4        | DMS and Tower Monitors    | \$38.00                      | \$36.00          |
| 5        | GIS Specialist            | \$50.00                      | \$42.00          |
| 6        | Data Manager              | \$58.00                      | \$55.00          |
| 7        | Billing/Invoice Analyst   | \$55.00                      | \$51.00          |
| 8        | Data Entry/Admin Staff    | \$ -----                     | \$ -----         |
| 9        | Operations Manager        | \$65.00                      | \$64.00          |
| 10       | Project Coordinator       | \$34.00                      | \$33.00          |

# Exhibit “C”

Insurance





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# Additional Insured – Owners, Lessees Or Contractors – Ongoing Operations – Scheduled

|                              |                                 |                                 |                                 |                          |                    |                     |
|------------------------------|---------------------------------|---------------------------------|---------------------------------|--------------------------|--------------------|---------------------|
| Policy No.<br>GLO 1817406-01 | Eff. Date of Pol.<br>10/01/2019 | Exp. Date of Pol.<br>10/01/2020 | Eff. Date of End.<br>10/01/2019 | Producer No.<br>75272000 | Add'l. Prem<br>N/A | Return Prem.<br>N/A |
|------------------------------|---------------------------------|---------------------------------|---------------------------------|--------------------------|--------------------|---------------------|

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

### SCHEDULE

| Name of Person or Organization:   | Location and Description of Ongoing Operations:  | Additional Premium: |
|---|--|---------------------|
| Any person or organization to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to the loss, except where such contract or agreement is prohibited by law. | Any location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidate insurance program. | N/A                 |

**A. Section II – Who Is An Insured** is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of your ongoing operations performed for that insured at or from the corresponding location designated and described in the Schedule.

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

**B.** With respect to the insurance afforded to any additional insured shown in the Schedule of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.



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# Additional Insured – Owners, Lessees Or Contractors – Completed Operations – Scheduled

|                              |                                 |                                 |                                 |                          |                    |                     |
|------------------------------|---------------------------------|---------------------------------|---------------------------------|--------------------------|--------------------|---------------------|
| Policy No.<br>GLO 1817406-01 | Eff. Date of Pol.<br>10/01/2019 | Exp. Date of Pol.<br>10/01/2020 | Eff. Date of End.<br>10/01/2019 | Producer No.<br>75272000 | Add'l. Prem<br>N/A | Return Prem.<br>N/A |
|------------------------------|---------------------------------|---------------------------------|---------------------------------|--------------------------|--------------------|---------------------|

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

## SCHEDULE

| Name of Person or Organization:   | Location and Description of Completed Operations:  | Additional Premium: |
|---|--|---------------------|
| Any person or organization to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to the loss, except where such contract or agreement is prohibited by law. | Any location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidate insurance program. | N/A                 |

**Section II – Who Is An Insured** is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of "your work" at or from the corresponding location designated and described in the Schedule performed for that insured and included in the "products-completed operations hazard".

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTUAL LIABILITY - RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

| <b>Scheduled Railroad:</b>   | <b>Designated Job Site:</b> |
|--|-----------------------------|
| ALL CONTRACTS FOR WORK DONE FOR RAILROADS, AS REQUIRED BY WRITTEN CONTRACT |                             |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Designated Construction Project(s):**

A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS, HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP UP OR ANY OTHER CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Designated Location(s):**  
EACH LOCATION, OTHER THAN CONSTRUCTION PROJECTS, OCCUPIED BY THE NAMED INSURED

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
  - 1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
  - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

# Other Insurance Amendment – Primary And Non-Contributory



| Policy No.     | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|----------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| GLO 1817406-01 | 10/01/2019        | 10/01/2020        | 10/01/2019        | 75272000     | N/A         | N/A          |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:**

**Address (including ZIP Code):**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                                    |
|------------------------------------|
| <b>Named Insured:</b>              |
| <b>Endorsement Effective Date:</b> |

### **SCHEDULE**

|  |
|--|
| <p><b>Name Of Person(s) Or Organization(s):</b><br/>         ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>  |

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|   |
|---|
| <b>Named Insured:</b><br><br><b>Endorsement Effective Date:</b> |
|---|

**SCHEDULE**

|   |
|---|
| <b>Name(s) Of Person(s) Or Organization(s):</b><br>ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY |
|---|

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



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## **Blanket Notification to Others of Cancellation or Non-Renewal**

| Policy No.     | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|----------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| GLO 1817406-01 | 10/01/2019        | 10/01/2020        |                   | 75272000     | <b>INCL</b> |              |

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

#### **Commercial General Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.



**ZURICH**<sup>®</sup>

## **Blanket Notification to Others of Cancellation or Non-Renewal**

| Policy No.     | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|----------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| BAP 1857085-01 | 10/01/2019        | 10/01/2020        |                   | 75272000     | INCL        |              |

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

#### **Commercial Automobile Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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**BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT**

This endorsement adds the following to Part Six of the policy.

**PART SIX  
CONDITIONS**

**Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
  - a. Must be provided to us prior to cancellation or non-renewal;
  - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
  - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
  - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  - b. At least 30 days prior to the effective date of:
    - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
  - a. Extend the policy cancellation or non-renewal date;
  - b. Negate the cancellation or non-renewal; or
  - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.  
WC 2540616-01

Endorsement No.  
Premium \$

Insurance Company  
ZURICH AMERICAN INSURANCE COMPANY

## ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2019

Forms a part of policy no.: 028182375

Issued to: TETRA TECH, INC., ET AL

By: LEXINGTON INSURANCE COMPANY

### ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non payment of premium, and

1. The cancellation effective date is prior to this policy's expiration date;
2. The **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the Insurer, either directly or through its broker of record, the email address of the contact at such entity,

and the Insurer received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders.

Proof of the Insurer emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

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**BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT**

This endorsement adds the following to Part Six of the policy.

**PART SIX  
CONDITIONS**

**Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
  - a. Must be provided to us prior to cancellation or non-renewal;
  - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
  - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
  - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  - b. At least 30 days prior to the effective date of:
    - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
  - a. Extend the policy cancellation or non-renewal date;
  - b. Negate the cancellation or non-renewal; or
  - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.  
WC 1857087-01

Endorsement No.  
Premium \$

Insurance Company

ZURICH AMERICAN INSURANCE COMPANY