



Appendix A

REQUIREMENTS/SPECIFICATIONS

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REQUIREMENTS/SCOPE OF SERVICES

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations may result in a disqualification of the submitted response.

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

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

DEFINITIONS AND ACRONYMS:

Debris as used in this document is defined as found in the Federal Emergency Management Agency (FEMA) Debris Management Guide, Chapter 3. This guide may be accessed at FEMA publication 325, <http://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

- A. Definitions are provided for those terms listed below:
1. *Authorized Representative* – County employees and/or contracted individuals designated by the County or County Debris Manager.
 2. *Chipping or Mulching* – The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.
 3. *Cleanup Crew* – A group of individuals and/or an individual working for Debris Removal Service Provider (DSRP) collecting disaster debris.
 4. *Construction and Demolition Debris (C&D)* – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster. Current eligibility criteria include:
 - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster.
 5. *Citizen Collection Center (CCC)* – A temporary debris management site set-up to allow citizens to drop-off identified eligible debris.
 6. *County* – County of Hidalgo, Texas, a political subdivision of Texas.

7. *Debris Manager* – The County will designate a Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operation(s) within the County of Hidalgo.
8. *County Approved Final Disposal Site* – A final disposal location approved in writing by the County.
9. *Debris* – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition debris and personal property.
10. *Debris Clearance* – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
11. *Debris Monitoring* – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for federal or state grant reimbursement.
12. *Debris Removal* – Picking up debris and taking to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.
13. *Debris Removal Contractor* – Also referred to as the “Proposer,” “Debris Removal Service Provider (DRSP),” “Service Provider,” and/or “Contractor” in this document, conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.
14. *Demobilization* – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The DRSP will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.
15. *Demolition* – The act or process of reducing a structure, as defined by the State of Texas or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
16. *Disaster Specific Guidance* – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
17. *Eligible* – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Service Provider) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.
18. *Electronic Debris* – End of life electronics, typically televisions, computers and related components

19. *FEMA Publication 325 – Debris Management Guide* – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
- Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
20. *Field Inspector* – Monitor.
21. *Force Account Labor* – Labor performed by the applicant’s permanent, full time or temporary employees.
22. *Garbage* – Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics and papers.
23. *Grinding* – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
24. *Hazardous Hangers* – A Hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
- The limb must be greater than two inches in diameter;
 - The limb must be suspended in a tree and threatening a public-use area; and
 - The limb must be located on improved public property.
25. *Hazardous Leaners* – A tree is considered hazardous and defined as an eligible leaner when the tree’s present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six inches in diameter or greater as measured two feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publications 325 include:
- The tree has more than 50 percent of the crown damaged or destroyed (requires written documentation from an arborist).
 - The tree has a split trunk or broken branches that expose the heartwood.
 - The tree has fallen or been uprooted within a public use area.
 - The tree is leaning at an angle greater than 30 degrees.
26. *Hazardous Stump* - A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
- The stump has 50 percent or more of the root-ball exposed.
 - The stump is greater than 24 inches in diameter when measured 24 inches from the ground.
 - The stump is located on a public right-of-way.
 - The stump poses an immediate threat to public health and safety.

27. *Household Hazardous Waste* – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.
- HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - HHW removal must be the legal responsibility of the applicant.
 - HHW must be a result of the major disaster.

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

28. *Monitor* – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the County's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)
29. *National Response Framework (NRF)* – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.
30. *Outbuilding* – Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.
31. *Recycling* – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
32. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
33. *Regulated Waste* – Any waste that is regulated by the EPA, TCEQ or local rules/ordinance.
34. *Right of Entry* – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Service Provider or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
35. *Right-of-Way (ROW)* – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
36. *Scale/Weigh Station* – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
37. *Service Provider* – The party or parties contracting directly with the County to perform Work pursuant to this Agreement.

38. *Subservice Provider/Subcontractor* – Any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with the Debris Removal Service Provider or with any of its subservice providers at any tier to provide a part of the Work called for by this Agreement.
39. *Supplemental Agreement* – A written order to Service Provider signed by the County and accepted by Service Provider, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.
40. *Temporary Debris Management Site (TDMS)* – Site where collected debris is taken by the County and/or Service Provider(s) for staging and processing prior to final disposal.
41. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
42. *Vegetative Debris* – As outlined in FEMA Publication 325, Eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:
- Debris must be located within a designated disaster area and be removed from an Eligible applicant’s improved property or right-of- way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster.
43. *Volatile Organic Compounds (VOCs)* – VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with ground-water to a drinking- water supply.
44. *White Goods* – As outlined in FEMA Publication 325, White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils and must be removed. The EPA Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
- White goods must be located within a designated disaster area and be removed from an eligible applicant’s improved property or ROW.
 - White goods removal must be the legal responsibility of the applicant.
 - White goods must be a result of the major disaster.
45. *Work* – Any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by Service Provider under this Agreement.

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B. Acronyms

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

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SUBCONTRACTING

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project along with a description of their respective duties. (See Section XIV. Questions I. and J.) Contractor may not sell, sublet, or otherwise delegate services outlined in this proposal to others without written consent of the County.

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

EQUIPMENT

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

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

Proposers list of equipment MUST be available within 36 hours from request. If listed and owned equipment is unavailable, then it is the Proposers sole responsibility to obtain requested equipment at their own expense; no surcharge of any kind will be accepted by the County.

ADJUSTMENTS, ADDITIONS OR DELETIONS:

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

MINIMUM QUALIFICATIONS OF PROPOSERS:

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

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

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

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

SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required

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

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

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

RIGHT OF THE COUNTY TO REQUEST FURTHER DOCUMENTATION:

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

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QUESTIONNAIRE:

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

- A. Name of a person who is authorized to answer questions regarding the firm's proposal.
- B. Year the firm was established and former names of the firm, if applicable.
- C. Name of principals and key personnel in the firm along with a brief biography of each highlighting their experience in providing services similar in scope to this project.
- D. Supply the name of the person who will serve as the primary contact and/or supervisor of this project along with a brief biography of his/her experience in providing services similar in scope to this project.
- E. Supply the name of other key personnel assigned to this project along with a brief biography of his/her experience in providing services similar in scope to this project.
- F. List any certifications or licenses held by the firm's principals or employees that are related to Debris Management.
- G. List any additional experience that would make the firm uniquely qualified for this project.
- H. Provide narrative that demonstrates firm's knowledge of Federal, State, and local laws and regulations governing this type of work and familiarity with FEMA, NRCS, OSHA, FHWA, TXDOT, TCEQ, EPA, TPWD, and THC.
- I. If firm intends to utilize subcontractors, provide subcontracting protocols and procedures. In addition provide a subcontracting plan that provides a clear description of the percentage of work the offeror may subcontract.
- J. Provide list of all subcontractors with whom the firm has agreements for post-disaster support provide brief biography/resume of each principal and key personnel of those identified firms highlighting their experience in providing services similar in scope to this project.
- K. Provide a listing of current and possible future commitments in Texas in regards to other debris removal and disposal contracts with a detailed explanation of how the firm will manage multiple contracts in the event of a regional or statewide disaster. Include in the narrative the firm's ability to respond to the County of Hidalgo with the full force of manpower committed in its proposal.
- L. Provide a narrative description of the firm's approach to debris removal and disposal operations. At a minimum, the applicant shall provide the following information:
 1. Scope and sequence of debris removal operations to be performed.
 2. The firm's ability to respond and deliver debris removal service within thirty-six (36) hours of the County of Hidalgo's issuance of the "Notice to Proceed."
 3. How the firm would address multiple contracts being activated at the same time. Explain how personnel and equipment would be divided among multiple contracts being activated at the same time.

4. The adequacy of your resources, including equipment, personnel, supplies, sub-contractors and other resources that could benefit the County.
5. An organizational chart noting supervisory and other key personnel, the team and project management structure, and the ratio of supervisors to field staff.
6. Provide a past or normally used Debris Management Safety Plan and Operational Plan utilized by your company.
7. Overview of safety training, monitoring and enforcement.
8. Procedures for tracking, data collection, documentation, verification functions and reporting.
9. The firm's ability to provide appropriate training for personnel that will be employed under this project.
10. How the firm documents and resolves damages.
11. How will the firm ensure that the Temporary Debris Sites are secured twenty-four (24) hours a day, seven (7) days a week for the length of the operation?
12. The use of EPA Approved technicians to collect ozone depleting refrigerants, mercury or compressor oils from white goods, and how this will be tracked and documented.
13. Firm's ability to assess regional landfill capacities and costs to determine reduction vs disposal possibilities.
14. How will the firm complete the project within the time frame requested.
15. How firm will satisfy applicable local, State, and federal statutory and regulatory requirements.
16. How firm will adhere to FEMA guidelines that govern the eligibility of recovery services for possible Federal reimbursement of the County of Hidalgo's cost.

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

- M. The successful proposer will be required to execute a written contract prepared and approved by the County Attorney. Any sample vendor contracts may be included with the proposal for review by our County Attorney prior to award of the proposal.
- N. Proposer shall submit a Complete Price Book detailing services and prices and the Schedule of Fees/Price Proposal forms included in this Request for Proposal. For an item indicated as \$0, an explanation must be provided to explain how this cost will be assessed if this item is encountered.

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DESCRIPTION OF DESIGNATED AREAS:

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

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

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

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

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

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

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

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

TEMPORARY DEBRIS MANAGEMENT SITES / CITIZEN COLLECTION CENTERS

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

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

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

- Maintaining the TDMS(s) approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
- Ensuring only Service Provider vehicles and others specifically authorized by the County will be allowed to use the TDMS(s)
- Providing TDMS(s) utilities which include but are not limited to water, lightning and portable toilets.
- Providing TDMS(s) facilities such as, but are not limited to, temporary office buildings.
- Providing TDMS(s) and CCC's with traffic control which includes, but is not limited to, traffic cones and staff with traffic flags.
- Providing TDMS(s) dust control and erosion control which includes but is not limited to an operational water truck, silt fencing, and other best management practices.
- Providing TDMS(s) One per site fire protection which includes but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.
- Providing TDMS(s) and CCC(s) with soil barriers, berms and other control measures for House Hold Hazardous Waste, White Goods and Electronic Debris that may be incurred during the disposal process.
- Provide EPA approved technicians at these sites to collect ozone depleting refrigerants, mercury or compressor oils from white goods, and provide documentation of removal.
- Providing 24-hour site security for TDMS(s).
- Environmental monitoring will be conducted on a continuous basis during operations. In the event that environmental concerns are discovered, the DRSP shall halt operations until remediation can occur to rectify the issue to the approval of the County and TCEQ (if needed).
- Safety monitoring will be conducted on a continuous basis during operations. In the event that a safety concern is identified, the DRSP shall halt all operations until such time the safety concern can be rectified or eliminated. The DRSP shall document the safety concern and the actions taken to rectify or eliminate it.
- Restoring the site to its original condition prior to site use. Site remediation includes returning original site grade, sod, and other physical features. Site remediation also includes returning the site to its original condition as verified through soil and groundwater samples.

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

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

I. STATEMENT OF WORK

- A. Under this contract, work shall consist of coordinating and mobilizing a reasonable and appropriate number of debris removal and reduction crews, as approved by the County Debris Manager. Work shall also include the clearing and removing of any and all “Eligible” debris as most currently defined (at the time written notice to proceed is issued to the DRSP) by the Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as required by FEMA during the course of a debris removal project. The aforementioned definition of “eligible” applies to all uses throughout Scope of Services items 1 through 16. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris by mechanical equipment (hand loading is strictly prohibited); 3) hauling debris to County approved TDMS(s) or County approved Final Disposal Site(s); 4) reducing disaster related debris through a means approved by the County Debris Manager; 5) hauling reduced debris to a County approved Final Disposal Site; and 6) disposing of reduced debris at a County approved Final Disposal Site. Debris not defined as eligible by FEMA Publication 325 or state or federal Disaster Assistance Directorates (DADs), Disaster Assistance Policies (DAPs) or Recovery Policies (RPs) will not be loaded, hauled or dumped under this contract unless written instructions are given to the Service Provider by the County Debris Manager. It shall be the Service Provider’s responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Debris Removal Service Provider (DRSP) was issued notice to proceed, unless otherwise directed by the County Debris Manager, in writing.
- B. County personnel will complete the initial debris clearance for access from public streets, including the moving of debris to unblock a street. The County intends to perform debris clearance for access within its own forces or under existing contracts between the County and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner and the DRSP may be directed to perform them.
- C. After activation of the contract and after a preliminary damage assessment, the County and the DRSP, together, will establish a time limit in which work will be completed. In addition, a schedule of events will be established to identify at a minimum:
- Start of debris removal operations
 - First pass of the removal of public and/or private vegetative debris
 - Second pass of the removal of public and/or private vegetative debris
 - Last pass of the removal of public and/or private vegetative debris
 - Last pass for all eligible debris

- If opened, the closure and remediation of CCCs and TDMSs

D. Scope of services under this contract shall be commenced within thirty-six (36) hours of issuance of the Written Notice to Proceed Task Order (NPTO) (see “Award” section within “Project Overview”) includes, but is not limited to:

1. **Emergency Road Clearance**

At the request of the County this contract, work shall consist of all labor, equipment, fuel, and associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster. All roadways designated by the County Debris Manager shall be clear and passable within 36 working hours of the issuance of Release Orders from the County to conduct emergency roadway clearance work. The County may choose to extend the Service Provider’s 36-hour limit through a written request. The Service Provider shall assist the County and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (e.g. certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Hourly Labor and Equipment Price Schedule.

2. **ROW Vegetative Debris Removal**

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

- For the purposes of this contract, vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- Once the debris removal vehicle has been issued a Load-Out Ticket from the County’s authorized representative, the DRSP vehicle will travel immediately to a County approved TDMS or a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a Load Out ticket has been issued.
- All debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.
- Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE), Hold Harmless and other required legal agreements as well as operational procedures.
- The DRSP must provide traffic control as conditions require or as directed by the County Debris Manager.

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

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Construction and Demolition

(C&D) debris existing on the County ROW to a County approved TDMS or County approved Final Disposal. ROW C&D removal will be accomplished as identified and/or approved by the County Debris Manager.

- For the purposes of this contract, C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the DRSP vehicle will travel immediately to a County approved TDMS or a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- All debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.
- Entry onto private property for the removal of C&D hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE), Hold Harmless and other required legal agreements as well as operational procedures.
- The DRSP must provide traffic control as conditions require or directed by the County Debris Manager.

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

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

- County representative will accompany the DRSP for all pre-inspections, decommissioning actions, and demolitions of structures.
- Decommissioning consists of the removal and disposal of all HHW, Electronic Debris, White Goods, and Waste from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- Removal and transportation of Non-RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- Once the DRSP vehicle has been issued a Load-Out ticket from the County's authorized representative, the debris removal vehicle will travel immediately to a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a Load-Out ticket has been issued.

- Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE), Hold Harmless and other required legal agreements as well as operational procedures.
- The DRSP is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures.

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

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

The management of TDMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and TCEQ. The DRSP shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

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

- The DRSP is responsible for all associated costs necessary to provide insect and rodent control.
- The DRSP is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible contaminants, White Goods, Electronic Debris and/or HHW that may be mixed with disaster debris.
- The DRSP is responsible for the removal of ozone depleting refrigerants, mercury or compressor oils from White Goods by an approved EPA technician qualified to do so and provide documentation of removal of such contaminants before final disposal.
- The DRSP is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the County. The cost associated with qualified personnel and lined containers/containment areas for contaminant segregation, as well as contaminant disposal from TDMS locations, is a cost reflected in the scope of services.
- The DRSP is responsible for providing 24-hour TDMS(s) security. The DRSP will only permit DRSP vehicles and others specifically authorized by the County or its authorized representative on site(s).
- The DRSP shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls.

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

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

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

- The management of TDMS(s) includes assistance in obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited, to EPA and TCEQ. The DRSP shall also be responsible any and all costs associated with third-party groundwater and soil testing which will be conducted continuously during operations.
- The DRSP is responsible for operating the TDMS(s) in accordance with, EPA and TCEQ guidelines.
- Debris at TDMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.) and program (ROW collection, private property debris removal, etc.).
- All un-reduced storm debris must be staged separately from reduced debris at the TDMS(s).
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- The DRSP is responsible for all associated costs necessary to provide insect and rodent control.
- The DRSP is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible contaminants, White Goods, Electronic Debris and/or HHW that may be mixed with disaster debris.
- The DRSP is responsible for the removal of ozone depleting refrigerants, mercury or compressor oils from White Goods by an approved EPA technician qualified to do so and provide documentation of removal of such contaminants before final disposal.
- The DRSP is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the County. The cost associated with qualified personnel and lined containers/containment areas for contaminant segregation, as well as contaminant disposal from TDMS locations, is a cost reflected in the scope of services.

- The DRSP is responsible for providing 24-hour TDMS(s) security and fire tender.
- The DRSP will only permit DRSP vehicles and others specifically authorized by the County or its authorized representative on site(s).
- The DRSP shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls.
- The Service Provider is responsible for all associated costs necessary to test residual ash from processing for arsenic and other Volatile Organic Compounds (VOCs) as deemed necessary based on TDMS operations.

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

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

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

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

- The management of TDMS(s) includes assistance in obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited, to EPA and TCEQ. The DRSP shall also be responsible any and all costs associated with third-party groundwater and soil testing.
- The DRSP is responsible for operating the TDMS(s) in accordance with, EPA and TCEQ guidelines.
- Debris at TDMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.) and program (ROW collection, private property debris removal, etc.).

- All un-reduced storm debris must be staged separately from reduced debris at the TDMS(s).
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- The DRSP is responsible for all associated costs necessary to provide insect and rodent control.
- The DRSP is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible contaminants, White Goods, Electronic Debris and/or HHW that may be mixed with disaster debris.
- The DRSP is responsible for the removal of ozone depleting refrigerants, mercury or compressor oils from White Goods by an approved EPA technician qualified to do so and provide documentation of removal of such contaminants before final disposal.
- The DRSP is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the County. The cost associated with qualified personnel and lined containers or containment areas for contaminant segregation, as well as contaminant disposal from TDMS locations, is a cost reflected in the scope of services.
- The DRSP is responsible for providing 24-hour TDMS(s) security and fire tender.
- The DRSP will only permit DRSP vehicles and others specifically authorized by the County or its authorized representative on site(s).
- The DRSP shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls.
- The DRSP is responsible for all associated costs necessary to test residual ash from processing for arsenic and other Volatile Organic Compounds (VOCs) as deemed necessary based on TDMS operations.

Upon completion of haul-out activities, the DRSP will be responsible for remediating the site

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

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

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

- The DRSP is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible contaminants, White Goods, Electronic Debris and/or HHW that may be mixed with disaster debris.
- The DRSP is responsible for the removal of ozone depleting refrigerants, mercury or compressor oils from White Goods by an approved EPA technician qualified to do so and provide documentation of removal of such contaminants before final disposal.
- The DRSP is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the County. The cost associated with qualified personnel and lined containers/containment areas for contaminant segregation, as well as contaminant disposal from TDMS locations, is a cost reflected in the scope of services.

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

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

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

- Hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of hazardous trees six inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the DRSP, in writing, by the County Debris Manager. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:
 - 1) The tree is leaning in a direction that poses an immediate threat to public health, welfare and safety.
 - 2) The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
 - 3) The tree has a split trunk that exposes heartwood.
- Removal and placement of hazardous hanging limbs two inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the DRSP, in writing, by the County Debris Manager. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:
 - 1) The limb is still hanging in a tree and threatening a public- use area.
 - 2) The limb is located on improved public property.

10. Removal of Hazardous Stumps

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary to remove hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved TDMS or a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Hazardous stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal vegetative debris and removed in accordance with scope of services item 2. The diameter of stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (Reference – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

- Hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the DRSP, in writing, by the County Debris Manager. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:
 - 1) Fifty percent or more of the root ball is exposed.
 - 2) The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

- Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (Reference – FEMA Stump Conversion Table).
- The County or its authorized representative will measure and certify all eligible stumps prior to removal.

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

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

- For the purposes of this element, sand, silt, and debris existing in County of Hidalgo detention/retention/canal/navigable/row areas or structures will be removed to a depth designated by the County or the County's authorized representative.
- Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle or spoil material will travel immediately to a County approved final disposal site. The debris removal vehicle will not collect additional debris or spoil material once a load ticket has been issued.

12. Household Hazardous Waste Removal Transport and Disposal

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

- The removal, transportation and disposal of HHW includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
- All HHW shall be managed as hazardous waste and disposed of at a permitted TSDF or acceptable recycling facility. The facility for recycling or final disposal site must be approved in writing by the County.

13. ROW White Goods Debris Removal

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of White Goods from the ROW, removal of refrigerants, transportation to a County approved TDMS, decontamination, and transportation to a County approved facility for recycling or final disposal. The facility for recycling or final disposal site must be approved in writing by the County. White goods containing contaminants such as ozone depleting refrigerants, mercury or compressor oils must first have such contaminants removed by the DRSP's EPA qualified technicians prior to

mechanical loading.

- White Goods can be collected without first having contaminants removed if the White Goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.
- The removal, transportation, and recycling or final disposal of White Goods includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
- All White Goods containing food items shall be decontaminated in accordance with local, state, and federal law prior to recycling.
- The DRSP shall recycle or dispose of all White Goods in accordance with all rules and regulations of local, State, and federal regulatory agencies.

14. Dead Animal Carcasses

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

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

15. Other Debris Removal Work

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

II. TECHNICAL SPECIFICATIONS

A. Drug Free Workplace:

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

B. Changes in Statement of Work:

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

C. Pre-Event:

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

- Participate in annual planning meetings with the County of Hidalgo and other representatives to review the Disaster Debris Management Plan.
- Participate in certain County-directed disaster recovery training and/or exercises.

D. Notice to Proceed:

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

E. Mobilization:

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

- Within 24 hours of notice to proceed from the County, the DRSP shall mobilize equipment and resources in the County to begin debris removal operations as directed by the County Debris Manager. As part of the DRSP's mobilization effort the DRSP should be prepared to provide an on-site office trailer for the duration of the project as directed by the County.
- When additional debris removal support is needed to meet requirements of this contract, the DRSP shall be prepared to increase the number of staff and/or equipment to support the additional needs.

F. Use of Local Resources:

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

G. On-Site Project Manager:

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

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

H. Time of Completion:

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

I. Temporary Debris Site Foreman(s):

The DRSP(s) shall provide a Foreman for each TDMS and CCC activated. The Foreman shall be

responsible for the management and safety of all operations at the site to include:

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

J. Work Hours:

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

K. Safety:

The DRSP shall be solely responsible for maintaining safety at all work sites including TDMS(s) and debris collection sites. The DRSP shall take all reasonable steps to insure safety for both workers and visitors to TDMS(s) and debris collection sites. Safety at TDMS(s) and debris collection sites includes, but is not limited to, traffic control such as traffic cones and flag personnel. The DRSP(s) will also be solely responsible to ensure that all requirements are met and identify a safety officer to provide oversight to the assigned project for the duration of this contract.

- 1) The DRSP shall provide a safety plan to the County Debris Manager.
- 2) The DRSP shall conduct periodical safety meetings with all staff and Subcontractors. The meeting shall be documented to include the following:
 - Personnel Sign-in sheet
 - Topics Discussed
 - Date and Time Started/Ended

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

L. Equipment:

1. All trucks/trailers and other equipment must be in compliance with all applicable local, state, and federal rules and regulations. Any truck/trailer or equipment used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
2. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two-inch by six-inch boards or greater and not to extend more than two feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use and randomly during the operations as deemed necessary.

3. Debris shall be reasonably compacted into the hauling vehicle using mechanical equipment. Hand loading of vehicles is strictly prohibited unless White Goods are being loaded prior to contaminants such as ozone depleting refrigerants, mercury or compressor oils being removed. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved TDMS or a County approved Final Disposal Site.
4. Trucks or equipment designated for use under this contract shall not be used for any other work. The DRSP(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the DRSP(s) mix debris hauled for others with debris hauled under this contract.
5. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.
6. Hand loaded vehicles are strictly prohibited unless pre-authorized, in writing, by the County Debris Manager or for the loading of White Goods that have not had contaminants such as ozone depleting refrigerants, mercury or compressor oils removed. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

M. Traffic Control:

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

N. Facilities at TDMS Locations:

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

O. Environmental Protection:

1. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the DRSP(s) must be used and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.
2. DRSP(s) and DRSP Sub Contractors shall not perform maintenance on over-the road equipment at TDMS(s). Maintenance of equipment that typically remain at the TDMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the TDMS provided best

management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

3. The DRSP(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The DRSP(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.
4. The DRSP(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
5. The DRSP(s) shall immediately report all incidents to the County Debris Manager or the authorized representative that affect the environmental quality of TDMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks. All reports will be documented in the Site Log with actions taken to correct the issue.
6. The DRSP must notify the County regarding any fluid or chemical spillage so that the County or its authorized representative can review and approve of the cleanup.

P. Debris Site Tower(s) Specifications:

1. The DRSP(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a TDMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the DRSP(s) may be required to provide a second tower. The expense incurred by the DRSP for the construction of towers is an overhead expense planned for as part of the DRSP's compensation under the terms and conditions of scope of services items 6, 7, 8, and 9.
2. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.
3. Debris Site Tower(s) shall be inspected by a County official before operations begin.

Q. Rapid Response Crew.

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

R. Damages:

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

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

S. Existing Utilities:

1. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be DRSP's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Service Provider(s) shall pay all such costs to the utility company for any adjustments.
2. The County may choose either to have the DRSP make the necessary repairs or have the DRSP pay all costs incurred to repair damaged utilities that are a result of the DRSP, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the DRSP.

T. Documentation and Measurement:

1. The Service Provider is responsible for ensuring that all labor and equipment used for Emergency Push activities (those occurring in the first 70 hours of the event) is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
2. All DRSPs(s) trucks/trailers used for collection and hauling of debris from the County ROW to County approved TDMS(s) or County approved Final Disposal Sites shall be measured (inside bed measurements) and certified for total cubic yard volume by the County or County-authorized representative. The DRSP shall provide a representative to attest to the certification/measuring process. It is the DRSP's responsibility to verify the accuracy of truck/trailer certifications within 24 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck total capacity in cubic yards, DRSP name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or communities.
3. The DRSP(s) is responsible for ensuring that all personnel (which include Subcontractors) maintain a valid driver's licenses and equipment legally fit for travel on the road.
4. Load-Out and Haul-Out tickets will be provided by the County or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.
 - Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
 - Each ticket shall be used to document the location the disaster related debris was collected (e.g. street address or GPS) and the type of debris picked up, hauled, reduced and disposed. DRSP are responsible for ensuring all Load-Out, Haul-Out and unit rate tickets are fully completed. No payment will be made by the County for incomplete Load-Out, Haul-Out or unit rate tickets submitted for payment.

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

U. Post Event Recovery:

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

PRICE PROPOSAL FORM/SCHEDULE OF SERVICES

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

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

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

Price Forms begin on the next section/page.

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