

*Notice of Meeting and Agenda and Minutes
January 11, 2016*

REGULAR, 1/11/2016 1:30:00 PM

BE IT REMEMBERED that on January 11, 2016, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

When the following proceedings were had and orders made, to-wit:

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Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Brent A. Weaver, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS**
January 11, 2016

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **11th day of January 2016** at its regular meeting place in the Jury Impaneling room, Jefferson County Courthouse, 1085 Pearl Street, Beaumont, Texas. Until further notice.

Said meeting will be a **Regular** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

INVOCATION: Eddie Arnold, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two

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PURCHASING:

1. Consider and approve award, execute, receive and file contract for (RFP 15-015/JW), Emergency Disaster Assistance Recovery for Jefferson County with DRC Emergency Services, LLC.

SEE ATTACHMENTS ON PAGES 7 - 297

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

2. Consider and approve award, execute, receive and file Acceptance of Offer for (IFB 15-023/YS), Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park with Industrial Commercial Mechanical, as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 298 - 301

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

3. Consider and approve, execute, receive and file a renewal for (RFP 09-161/KJS) Cafeteria Services for the Jefferson County Courthouse with Colin's Kitchen, LLC for a first additional one (1) year renewal from January 21, 2016 to January 20, 2017.

SEE ATTACHMENTS ON PAGES 302 - 302

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY AUDITOR:

4. Regular County Bills - check #416033 through check #416223.

SEE ATTACHMENTS ON PAGES 303 - 311

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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COUNTY CLERK:

5. Consider and approve the County Judge to execute the contract agreement with the Holiday Inn for the banquet/training session to be held in honor of 'Volunteers For Democracy Day' on February 7, 2016.

SEE ATTACHMENTS ON PAGES 312 - 316

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY COMMISSIONERS:

6. Consider and possible approve, execute, receive and file the reappointment of Lavon Jones, Karl Wadenpfuhl and Susan Haver as commissioner to the Jefferson County Emergency Services District #1 (J.C.E.S.D. #1) Board of Commissioners effective January 1, 2016 – December 31, 2017. Appointment by Commissioner Arnold.

SEE ATTACHMENTS ON PAGES 317 - 317

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

7. Consider and possible approve, execute, receive and file the appointment of John L. Johnson as commissioner to the Jefferson County Emergency Services District #1 (J.C.E.S.D. #1) Board of Commissioners effective January 1, 2016 – December 31, 2017. Appointment by Commissioner Arnold.

SEE ATTACHMENTS ON PAGES 318 - 318

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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8. Consider and possible approve, execute, receive and file the appointment of Randy Walston as commissioner to the Jefferson County Emergency Services District #4 (J.C.E.S.D. #4) Board of Commissioners effective January 1, 2016 – December 31, 2017. Appointment by Commissioner Arnold.

SEE ATTACHMENTS ON PAGES 319 - 319

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

9. Consider and possibly approve an Amended Order prohibiting firearms from the County Courthouse, Courthouse Annex, County sub-Courthouse and other buildings and areas essential to the operations of the courts and to provide appropriate signage pursuant to H.B. 910.

Motion by: Commissioner Weaver

SEE ATTACHMENT ON PAGES 324 -332

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY TREASURER:

10. Receive and File Investment Schedule for December, 2015 including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 320-322-

Motion by: Commissioner Sinegal

321 - 323

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Other Business:

SET NEXT MEETING DATE MONDAY JANUARY 18, 2016 IS A
COUNTY HOLIDAY MARTIN LUTHER KING, JR., DAY

***DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA WITHOUT
TAKING ACTION.

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Receive reports from Elected Officials and staff on matters of community interest without taking action.

Jeff R. Branick
County Judge

AGREEMENT FOR SERVICES
BETWEEN
JEFFERSON COUNTY, TEXAS
AND
DRC EMERGENCY SERVICES, LLC
(DRC ES)

Contract Number: 15-015/JW

SERVICES AGREEMENT

This AGREEMENT is between Jefferson County, Texas (hereinafter referred to as GOVERNMENT) and DRC Emergency Services, LLC, (herein after referred to as CONTRACTOR).

The GOVERNMENT requires certain services, and CONTRACTOR is prepared to provide such services as are agreed to in this AGREEMENT.

The parties agree as follows:

ARTICLE 1 – EFFECTIVE DATE/TERM

The effective date of this AGREEMENT shall be _____.

The term of the AGREEMENT shall be for a three (3) year period with the possibility of two (2) one-year extensions, which shall commence immediately upon the County Commissioner's approval and signing of agreement. Should any active individual project extend beyond the expiration date of the contract, the project agreement shall be extended until the project has been satisfactorily, successfully completed, and accepted.

ARTICLE 2 - SERVICES TO BE PERFORMED BY DRC ES:

CONTRACTOR shall perform the services as stated in the GOVERNMENT'S Request for Proposal (including all attachments, appendices and addenda) dated September 21, 2015 and the Contractors Response thereto.

The GOVERNMENT'S Request for Proposal (including all attachments, appendices and addenda) dated September 21, 2015 and the Contractors Response are expressly adopted and incorporated herein by reference and form part of this AGREEMENT.

In the event of a conflict between the terms of this AGREEMENT and the GOVERNMENT'S Request for Proposal (including all attachments, appendices and addenda), the GOVERNMENT'S Request for Proposal (including all attachments, appendices and addenda) shall prevail.

ARTICLE 3 – COMPENSATION

GOVERNMENT shall pay CONTRACTOR in accordance with the Fee Schedule, which is attached hereto and incorporated by reference as part of this AGREEMENT. If needed, compensation may be negotiated as a not-to-exceed amount for any Task Order containing a task covered by the scope of work of this AGREEMENT, but to which the Fee Schedule cannot readily be applied.

CONTRACTOR may submit weekly or semi-monthly invoices for services rendered. Invoices must reference the Task Order number. CONTRACTOR shall be paid within thirty (30) days of submitting a complete invoice. If there are any items in dispute, CONTRACTOR will be paid for those items not in dispute, and disputed items will be resolved within 45 days, and paid within 30 days of resolution. Disputed items must be submitted to CONTRACTOR within ten (10) days of the receipt of the invoices.

Payment of CONTRACTOR by GOVERNMENT is not contingent upon the GOVERNMENT being reimbursed by any Federal or State agency. Payment to CONTRACTOR will be made for any work directed by the GOVERNMENT.

Payment will be made to DRC Emergency Services, 5851 San Felipe Street, Suite 425, Houston, TX 77057. In order for both parties to this AGREEMENT to close their books and records, CONTRACTOR will clearly state "Final Invoice" on CONTRACTOR'S final/last billing to the GOVERNMENT.

ARTICLE 4- INSURANCE

See GOVERNMENT'S Request for Proposal at Page 9 of 76, Section 1.32.

ARTICLE 5 – SURVIVAL

Upon completion of all services, obligations and duties provided for in this AGREEMENT, or in the event of termination of this AGREEMENT for any reason, the terms and conditions of this AGREEMENT shall survive.

ARTICLE 6 – INDEMNIFICATION

CONTRACTOR agrees to protect, defend, indemnify, and hold harmless GOVERNMENT, its employees and representatives from any and all claims and liabilities for which GOVERNMENT, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any acts or omissions of the CONTRACTOR, its employees, or agents, arising out of or connected with this AGREEMENT. The CONTRACTOR shall not be required to indemnify GOVERNMENT or its agents, employees, or representatives, when an occurrence results from the wrongful acts or omissions of GOVERNMENT, or its agents, employees or representatives.

ARTICLE 7 – SUB-CONTRACTING

It is understood that CONTRACTOR may use its own forces and those of sub-contractors and consultants as required to perform the work. When subcontracting, CONTRACTOR will attempt to locate qualified local companies and individuals, in accordance with the Robert T. Stafford Act and local ordinances.

ARTICLE 8 – FEDERAL AND STATE TAXES

The GOVERNMENT is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the GOVERNMENT will provide an exemption certificate to CONTRACTOR.

ARTICLE 9 – GOVERNMENT'S RESPONSIBILITIES

GOVERNMENT shall be responsible for providing access to all project sites, and providing information required by CONTRACTOR that is available in the files of the GOVERNMENT to assist CONTRACTOR in completing any assigned tasks. GOVERNMENT is responsible for assisting in obtaining any permits for CONTRACTOR to complete any Task Order assigned.

ARTICLE 10 – TERMINATION OF AGREEMENT

See GOVERNMENT'S Request for Proposal at Page 7 of 76, Section 1.22.

ARTICLE 11 – UNCONTROLLABLE FORCES (FORCE MAJURE)

Neither the GOVERNMENT nor CONTRACTOR shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. This term “Uncontrollable Forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this AGREEMENT, and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, economic dislocations, and governmental actions. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this AGREEMENT.

ARTICLE 12 – NON-DISCRIMINATION

See GOVERNMENT'S Request for Proposal at Page 8 of 76, Section 1.27.

ARTICLE 13 – WAIVER

A waiver by either GOVERNMENT or CONTRACTOR of any breach of this AGREEMENT shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 14 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of the AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of the AGREEMENT. Any void provision shall be deemed severed from the AGREEMENT and the balance of the AGREEMENT shall be construed and enforced as if the AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to reform the AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire AGREEMENT from being void should a provision which is of the essence of the AGREEMENT be determined to be void.

ARTICLE 15 – ENTIRETY OF AGREEMENT

The GOVERNMENT and CONTRACTOR agree that this AGREEMENT sets forth the entire AGREEMENT between the parties, and that there are no promises or understandings other than those state herein. This AGREEMENT supersedes all prior contracts, representations, negotiations, letters or other communications between the GOVERNMENT and CONTRACTOR pertaining to the services, whether written or oral. None of the provisions, terms and conditions contained in this AGREEMENT may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 16 – MODIFICATION

The AGREEMENT may be modified in writing by Amendment executed by both GOVERNMENT and CONTRACTOR.

ARTICLE 17 – SUCCESSORS AND ASSIGNS

GOVERNMENT and CONTRACTOR bind themselves and their partners, successors, assigns and legal representatives to this AGREEMENT. CONTRACTOR shall not assign this AGREEMENT without the express written approval of the GOVERNMENT.

ARTICLE 18 – NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To GOVERNMENT

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701
Attention: Deborah L. Clark, Purchasing Agent

As To CONTRACTOR

DRC Emergency Services, LLC
5851 San Felipe Street, Suite 425
Houston, TX 77057

ARTICLE 19 – ESCALATION CLAUSE

Any price schedules included as a part of this AGREEMENT shall be reviewed on an annual basis at which time amended unit costs shall be submitted by DRC ES to GOVERNMENT to reflect the current costs attached plus an increase in costs equal to the current Consumer Price Index (CPI) plus two and one-half percent. (C = Current Price; CPI – Consumer Price Index; I = Increase in Price (i.e.: C x (CPI + 2.5%) = I; C + I = New Price.)

ARTICLE 20 – TASK ORDER/PERFORMANCE

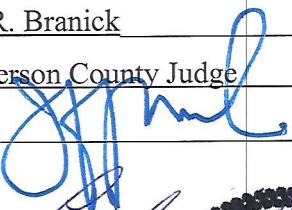
Task Orders shall be executed bilaterally and the scope of work and format of Task Order shall be mutually agreed to by DRC ES and GOVERNMENT.

In Witness whereof, Jefferson County and DRC Emergency Services, LLC have executed this AGREEMENT as of the Effective Date. JANUARY 11, 2016 :

Jefferson County

By: Jeff R. Branick

Title: Jefferson County Judge

Signature: 

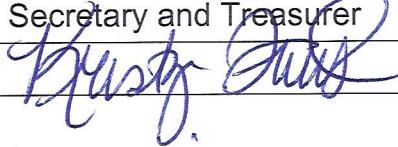
ATTEST: 

Carolyn L. Guidry, County Clerk

DRC Emergency Services, LLC

By: Kristy Fuentes

Title: VP, Secretary and Treasurer

Signature: 

Witness: 

Lisa Garcia



Proposal Submittal Checklist

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) original and five (5) copies of the proposal should be delivered no later than 11:00 AM CDT, Tuesday, November 3, 2015, to the Jefferson County Purchasing Department, 1001 Pearl Street, 3rd Floor, Beaumont, TX 77701.

PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

DRC Emergency Services, LLC

(504) 482-2848

Company

Telephone Number

6258 Marshall Foch New Orleans, LA 70124

(504) 482-2852

Address

Fax Number

Kristy Fuentes

VP/Secretary

Authorized Representative (Please print)

Title



Authorized Signature

11/2/15

Date

DRC EMERGENCY SERVICES, LLC THREE YEAR
LITIGATION AND ARBITRATION LIST
(Updated and Revised: October 30, 2015)

The following is a list of legal matters involving DRC Emergency Services, LLC ("DRCES") filed, pending or resolved in a three year period commencing January 1, 2012 and ending October 30, 2015.

ALABAMA

1. *DRC Emergency Services, LLC v. RBM Contracting Services, LLC*, Case No. 2015-900040, Mobile County Circuit Court. Lawsuit to compel arbitration to enforce breached settlement agreement.
2. *Quality Investment Properties Richmond, LLC v. DRC Emergency Services, LLC*, Mobile County Circuit Court, Case No. 2014-900474. Suit for unpaid rent (approximately \$30,000) in connection with an unsuccessful contract bid.
3. *Racon, Inc. v. DRC Emergency Services, Transamerican Equipt. Co., Inc. and Transamerican Equipt. Co., LLC*, Civil Action No. 63-CV-2014-900549. Unquantified suit for heavy equipment storage fees following an auction and sale of the equipment to Transamerican Equipt. DRCES disputes any obligation for the debt. DRCES' motion for summary judgment is filed and pending.
4. *Fuzzell v. DRC Emergency Services, LLC*, Civil Action No. 14-2202, United States District Court for the Northern District of Alabama. Claim by Stewart G. Fuzzell for breach of an alleged verbal employment agreement which included a purported verbal revenue share of one-half of \$26 million. DRCES vehemently disputes the allegations.
- 4(a) *Cahaba Disaster Recovery, LLC v. DRC Emergency Services, LLC*, Civil Action No. 01-CV-2015-903953, Circuit Court, Jefferson County, Alabama. Payment claim by plaintiff in the amount of \$2,903,633.24 for work allegedly performed on a tornado debris removal project. DRCES disputes plaintiff's claim.
5. *DRC Emergency Services, LLC and Liberty Mutual Insurance Company v. R. Baker, Inc.*, Civil Action No. 14-2281, United States District Court for the Northern District of Alabama, Birmingham Division. Declaratory action filed by DRCES and its surety against a sub-subcontractor regarding non-liability for lower tier sub-subcontractor claims. Amount in controversy is approximately \$1.9 million.
6. *B&B Environmental Services, et al v. DRC Emergency Services, LLC*, et al, Mobile County, Alabama Circuit Court, Case No. 14-903439. Unquantified suit by lower tier sub-subcontractors for payment claiming existence a partnership between DRCES and its former subcontractor. DRCES disputes the allegations.
7. *Weston v. DRC Emergency Services, LLC, et al*, Civil Action No. 13-900067, Marshall County, Alabama Circuit Court. Unquantified personal injury/wrongful death claim. Decedant was an employee of a lower-tier subcontractor. OSHA investigated and issued no citation. DRCES' insurer is defending.
8. *International Camp Sales & Service v. DRC Emergency Services, LLC, et. al.*, Circuit Court of Mobile County, AL, Case No. 09-902111. Dispute over an alleged commission

agreement for sale of equipment. Lawsuit removed to United States District Court for the Southern District of Alabama, Case No. 09-775, then remanded to state court. Matter stayed pending arbitration. Arbitration ruling against DRCES final. DRCES satisfied and paid claimant. Lawsuit dismissed August 22, 2014.

9. *Williams v. DRC Emergency Services, LLC, et al*, Case No. 2011-903718, Jefferson County, Alabama. Traffic accident case involving an alleged subcontractor. Case settled September 23, 2013 and dismissed September 24, 2014.

10. *Hodges v. DRC Emergency Services, LLC, et al*, Mobile County, Alabama Circuit Court, Case No. 11-902571. Traffic accident. Property damage and personal injury claims. DRCES' insurer defended. Case settled and dismissed on August 19, 2013.

11. *Luc Raymond v. DRC Emergency Services, LLC*, Case No. 2012-CV-901342, Mobile County, Alabama Circuit Court. Lawsuit for earthquake related work performed in Haiti. Case Settled and dismissed July 24, 2014.

12. *Group CG Builders v. DRC Emergency Services, LLC, et al*, United States District Court for the Southern District of Alabama, Case No. 11-729, on appeal to the United States 11th Circuit Court of Appeals, Case No. 12-14586. Suit by sub-subcontractor for disaster recovery work performed in Haiti. Suit in United States against DRCES dismissed by district court; dismissal affirmed on appeal August 12, 2013. Suit in Dominican Republic pending.

13. *Black Warrior Solid Waste Authority v. DRC Emergency Services, LLC*, Tuscaloosa County, Alabama Circuit Court, Case No. 2013-900472. Collection dispute involving disposal fees. Case settled and dismissed on August 15, 2013.

14. *Acton Plumbing & Heating Co., Inc. v. DRC Emergency Services, LLC*, Case No. 2014-904235, Jefferson County, Alabama Circuit Court. Claim by lower-tier sub-subcontractor for tornado recovery work. Case settled and dismissed on November 12, 2014.

15. *DRC Emergency Services, LLC v. Experian*, United States District Court for the Southern District of Alabama, Civil Action No. 11-485. DRCES claim against credit reporting bureau. Case dismissed on February 8, 2012.

16. *DRC Emergency Services, LLC v. Bassana*, Case No. 2012-CV-544, Mobile County, Alabama Circuit Court. Declaratory action regarding a contract dispute with consultant. Case settled and dismissed on July 16, 2012.

17. *DRC Emergency Services, LLC v. Hodge*, Case No. 2012-CV-207, Mobile County, Alabama Circuit Court. Declaratory action regarding a contract dispute with consultant. Case settled and dismissed on April 5, 2012.

FLORIDA

18. *DRC Emergency Services, LLC v. Ashbritt, Inc.*, United States District Court for the Southern District of Florida, Civil Action No. 14-62924. Business disparagement claim. Matter pending.

KENTUCKY

19. *Bellsouth Telecommunications, Inc. v. DRC Emergency Services, LLC*, Case No. 11-37, County Circuit Court, Kentucky. Property damage claim to utility pole. Case settled and dismissed on February 20, 2014.

LOUISIANA

20. *Fin & Feather v. Plaquemines Parish, Cahaba Disaster Recovery, All South Consulting Engineers and DRC Emergency Services, LLC*, Civil Action No. 56-844, 25th Judicial District Court, Plaquemines Parish, Louisiana. Unquantified property damage claim. DRCS' insurer and the insurer for subcontractor defending *via* a defense/indemnity demand by DRCS.

21. *Cora Williams v. DRC Emergency Services, LLC, Beck & City of New Orleans*, Civil Action No. 2009-4151, Orleans Parish Civil District Court. Unquantified property damage claim. DRCS insurer defending.

22. *Gulf State Construction v. DRC Emergency Services, LLC*, Civil Action No. 2012-10783, Orleans Parish Civil District Court. Pro se lawsuit by a subcontractor seeking payment for site work and demolition work. DRCS disputes plaintiff's claims on several procedural and substantive grounds: (1) Gulf States had no Louisiana contractor's license and, therefore, the subcontract is unenforceable as a matter of law; (2) Gulf States performed only minimal site work for which it was paid; (3) Gulf States was paid for mobilization but only mobilized three pieces of equipment to the job site and, therefore, could not execute the site work.

23. *Southern Industrial Contractors v. DRC Emergency Services, LLC*, Civil Action No. 613964, 19th Judicial District Court, East Baton Rouge Parish, Louisiana. This lawsuit arises out of a roadway construction project. DRCS was a subcontractor to Southern Industrial Contractors (SIC). Two roads were constructed by DRCS. SIC filed suit against DRCS contending that DRCS's work was substandard. SIC conducted third-party testing on both roads, which were determined to be structurally sound. Both roads were accepted by project owner.

24. *McGraw v DRC Emergency Services, LLC*, Case No. 2009-51580, First City Court of New Orleans. Property damage claim during a demolition project. Plaintiff sued DRCS and lower-tier subcontractor. Claim dismissed as to DRCS on summary judgment.

25. *Down South Services, LLC v. DRC Emergency Services, LLC*, Case No. 59-035, 25th Judicial District Court for Plaquemines Parish, Louisiana. Claim by equipment supplier in connection with the BP oil spill project. DRCS disputed plaintiff's claim and tendered 68% of plaintiff's demand pending further backup detail from plaintiff. No backup detail was provided. The lawsuit is open but plaintiff has abandoned the claim under Louisiana law having taken no step

in the litigation since 2011.

26. *American Amphibious Equipment and Rental, Inc. v. Brookhaven Maintenance South Contract Corp., et al*, Case No. 55-252, 25th Judicial District Court for Plaquemines Parish, Louisiana. Collection claim by an equipment supplier to a lower-tier subcontractor. On April 13, 2009, one of the lower-tier subcontractors filed for Chapter 11 bankruptcy relief (USDC SD Miss. Case No. 09-50745) and the instant lawsuit was stayed. The Chapter 11 reorganization proceeding was converted to a Chapter 7 liquidation on July 23, 2009. The plaintiff in the instant case did not seek to lift the bankruptcy stay and did not otherwise take any steps in the instant litigation since 2009. The instant matter, therefore, has been abandoned under Louisiana law.

27. *DRC Emergency Services, LLC v. City of Westlake*, Case No. 2011-5412, 14th Judicial District Court, Calcasieu Parish, Louisiana. Claim by DRCS for non-payment for post-disaster recovery services. The matter was settled on April 16, 2012.

28. *Nora v. Atmos Energy, Gray Insurance and DRC Emergency Services, LLC*, Case No. 148773 and *Phillips v. Atmos Energy, Gray Insurance and DRC Emergency Services, LLC*, Case No. 148,774, Jefferson Parish, Louisiana First Parish Court. Minor property damage claims to natural gas line that utility neglected to disconnect during a demolition project. Cases settled and dismissed on January 10, 2013 (Case No. 148,773) and January 13, 2013 (Case No. 148,774).

29. *Hatcher v. DRC Emergency Services, LLC, et al*, Case No. 09-7695, Civil District Court of Orleans Parish, Louisiana. Property damage claim for striking a fence attached to an abandoned home. Case settled for nuisance value and dismissed on February 6, 2014.

30. *Lincoln v. Plaquemines Parish, et al*, Case No. 57-205, 25th Judicial District Court, Plaquemines Parish, Louisiana. Property damage claim arising out of canal debris removal project. Case settled and dismissed on April 30, 2013 (main demand) and July 23, 2013 (third party demand and cross claims).

31. *First Equity v. DRC Emergency Services, LLC, et al*, Case No. 58-937, 25th Judicial District Court for Plaquemines Parish, Louisiana. Suit by landowner regarding canal silt placed on property. Case Settled and dismissed on April 1, 2013.

32. *Pivach, Pivach v. DRC Emergency Services, LLC, et al*, Case No. 11-1793, United States District Court for the Eastern District of Louisiana. Suit by landowner regarding canal silt placed on property. Case Settled and dismissed on March 18, 2013.

33. *B&S Equipment v. DRC Emergency Services, LLC, et al*, Case No. 708-443, 24th Judicial District Court for Jefferson Parish, Louisiana. Lawsuit removed to U.S. Dist. Court for Eastern District of Louisiana, Case No. 11-3144, then remanded to state court. Claim by lower-tier sub-subcontractor for unpaid work. Case settled on July 3, 2014.

34. *DRC Emergency Services, LLC v. Eaton, Poli-Sync, et al*, Orleans Parish, Louisiana, Civil District Court, Case No. 12-1921. Suit for declaratory judgment involving a contract dispute. Case voluntarily dismissed on June 28, 2013.

35. *Pennington Construction v. DRC Emergency Services, LLC, et al*, Case No. 617389, 19th

Judicial District Court East Baton Rouge Parish, Louisiana. Suit for retainage on project. Case settled on March 20, 2013 and dismissed April 8, 2014.

36. *Lauren Banks v. Starr Indemnity and Liberty Co, et al*, Case No. 13-51237, First City Court for the City of New Orleans, LA. Automobile accident/personal injury lawsuit. Case settled and dismissed on August 2, 2013.

37. *Southland Plumbing Supply v. DRC Emergency Services, LLC*, Case No 153-926, Jefferson Parish First Parish Court. Collection suit by a supplier on construction project. Case settled and dismissed on February 26, 2013.

38. *Harbor Community Church v. Cahaba Disaster Recovery, LLC, et al*, Case No. 2013-10113, Orleans Parish, Louisiana Civil District Court. Property damage claim. Case settled and dismissed on June 23, 2014.

39. *Colletti vs. Tiger Tugz, LLC*, Case No. 10-1099, United States District Court for the Western District of Louisiana. Maritime personal injury lawsuit. Settled by insurers and dismissed on May 10, 2012.

40. *Bayou Fuel v. DRC Emergency Services, LLC*, Case No. 11-2894, United States District Court for the Eastern District of Louisiana. Collection claim for fuel supplied in connection with the BP oil spill project. Case settled and dismissed on March 26, 2013.

41. *Down South Services, LLC v. DRC Emergency Services, LLC*, Case No. 59-035, 25th Judicial District Court for Plaquemines Parish, Louisiana. Claim by equipment supplier in connection with the BP oil spill project. DRCS disputed plaintiff's claim and tendered 68% of plaintiff's demand pending further backup detail from plaintiff. No backup detail was provided. The lawsuit is open but plaintiff has abandoned the claim under Louisiana law having taken no step in the litigation since 2011.

42. *DRC Emergency Services, LLC, et al v. ARHB, LLC, et al*, Case No. 57-239, 25th Judicial District Court for Plaquemines Parish, Louisiana. Claim asserted by DRCS and DBR Associates against a subcontractor for breach of contract in connection with a public works construction project. The matter was settled and the suit dismissed on July 12, 2012.

43. *American Amphibious Equipment and Rental, Inc. v. Brookhaven Maintenance South Contract Corp., et al*, Case No. 55-252, 25th Judicial District Court for Plaquemines Parish, Louisiana. Collection claim by an equipment supplier to a lower-tier subcontractor. On April 13, 2009, one of the lower-tier subcontractors filed for Chapter 11 bankruptcy relief (USDC SD Miss. Case No. 09-50745) and the instant lawsuit was stayed. The Chapter 11 reorganization proceeding was converted to a Chapter 7 liquidation on July 23, 2009. The plaintiff in the instant case did not seek to lift the bankruptcy stay and did not otherwise take any steps in the instant litigation since 2009. The instant matter, therefore, has been abandoned under Louisiana law.

44. *DRC Emergency Services, LLC v. City of Westlake*, Case No. 2011-5412, 14th Judicial District Court, Calcasieu Parish, Louisiana. Claim by DRCS for non-payment for post-disaster recovery services. The matter was settled on April 16, 2012.

MISSISSIPPI

45. *DRC Emergency Services, LLC v. City of Louisville*, Mississippi, Case No. 2014-087-CVM, Circuit of Winston County, Mississippi. Disaster debris removal contract award protest by DRCS. Dismissed February 26, 2015.

46. *Touchstone v. DRC Emergency Services, LLC, et al*, Case No. 11-185, United States District Court for the Northern District of Mississippi. Suit for alleged services and equipment provided on a construction project. Case settled and dismissed on August 23, 2013.

47. *Graves and Palmetree v. DRC Emergency Services, LLC*, Case No. 2012-179, Desoto County, MS. Collection suit for unpaid attorney's fees. Case settled and dismissed February 19, 2013.

48. *Dien's Auto Sales & Salvage, Inc. v. DRC Emergency Services, LLC, et al*, Case No. CV2011-107GCD, Circuit Court Desoto County, Mississippi. Claim by an equipment supplier to a subcontractor. Claim was settled and dismissed on June 5, 2012.

MISSOURI

49. *Environmental Works, Inc. v DRC Emergency Services, LLC*, Circuit Court, Greene Co., MO, Case No. 1331-CC00237. Suit for breach of contract for work in Joplin, MO regarding air monitoring services. Case settled and dismissed on June 10, 2014.

50. *Waste Corporation of Missouri v. DRC Emergency Services, LLC*, Case No. 12AO-CC00081, Circuit Court Jasper County, Missouri. Suit for unpaid waste disposal fees. Case settled and dismissed on May 16, 2012.

NEW YORK

51. *DRC Emergency Services, LLC v. Fuzzell*, Case No. 15-1000, United States District Court for the Southern District of New York. Suit to recover equipment.

NORTH CAROLINA

52. *Caroline-A-Contracting v. DRC, Inc. d/b/a DRC Group DRC Emergency Services, LLC and Ray Peele*, Case No. 12-CvD-0394. Claim by lower-tier subcontractor for non-payment. Case settled and dismissed on December 16, 2014.

NORTH DAKOTA

53. *Moorhead Electric v. DRC Emergency Services, LLC, et al*, Case No. 12-126, United States District Court for the Northern District of North Dakota. Collection suit by subcontractor on

a construction project. Case settled on January 30, 2013 shortly after acquisition by new ownership. Case dismissed on November 4, 2013.

54. *Wagner Construction v. DRC Emergency Services, LLC*, Civil Action No. 12-144, United States District Court for the Northern District of North Dakota. Claim by subcontractor on a construction project. Matter settled shortly after acquisition of DRCES by new ownership. Case dismissed on February 5, 2013.

TEXAS

55. *Commerce Street Capital v. Pate, et al*, Civil Action No. 14-1802, United States District Court for the Northern District of Texas, Dallas Division. Suit by investment banker for non-payment of approximately \$400,000 in connection with the prior acquisition of DRCES by new owners. DRCES disputes obligation for the alleged debt. The debt is owed by buyers not DRCES.

56. *Segler Enterprises v. DRC Emergency Services, LLC*, Case No. 931,609, Harris County, Texas. Landlord sued DRCES for past-due rent; DRCES counterclaimed for damages caused by water leaks in leased premises. Following a defense jury verdict, DRCES prevailed at trial on its counterclaim against landlord for damages. Case settled following trial and was dismissed on February 20, 2013.

57. *Wells v DRC Emergency Services, LLC*, Case No. JC-134-11, Small Claims Chambers, Texas. Suit for alleged minor damage to land. Case settled August 6, 2013.

58. *Mustang Rentals v. DRC Emergency Services, LLC, et al*, District Court, Harris, Texas, Case No. 2013-22617. Claim for rental fees owed by subcontractor. Case settled and dismissed on June 11, 2013.

59. *Albert J. Isakson v. DRC Emergency Services, et al*, United States District Court for the Southern District of Texas, Case No. 1:12-CV-227. Suit for additional compensation for work performed in Guam in or about 1998 on a disaster recovery project. DRCES was not a contracting party. Case dismissed without prejudice by order dated June 26, 2012.

60. *Rankin v. DRC Emergency Services, LLC*, Case No. 10-1343, U. S. District Court for the Southern District of Texas. Collection suit by lower tier subcontractor for site management work on a disaster recovery project. Mediation unsuccessful. Plaintiff verdict at trial. Case settled on appeal; judgment satisfied on July 10, 2012.

61. *Gonzales v. DRC Emergency Services, LLC, et al*, Civil Action No. 2010-27703, Harris County, Texas District Court. Claim by lower-tier sub-subcontractor. Claim settled and lawsuit dismissed April 23, 2012.

62. *In re DRC Emergency Servicers, LLC*, Case No. 2012-38503, 333rd Judicial District, Harris County Texas. Lawsuit to conduct discovery in anticipation of litigation.

WASHINGTON D.C.

63. *Kelley Drye & Warren v. DRC Emergency Services, LLC*, Case No. 2013 CA-001626C, Superior Court, Dist. of Columbia. Collection suit for attorney's fees. Case settled and dismissed on May 17, 2013.

BP OIL SPILL RELATED LITIGATION

64. The lawsuits set forth in Sub-paragraphs 64(a)-(cc) below arise out of the BP oil spill clean-up/recovery project. The lawsuits relate to personal injury tort-based and contract-based claims. Pursuant to the BP-DRCES Master Subcontract Agreement, BP is obligated to defend and indemnify DRCES. With one exception, BP has honored all defense/indemnity tenders by DRCES, has appointed defense counsel and has funded settlements of plaintiffs' claims:

- a. *In Re: Oil Spill By The Oil Rig "Deepwater Horizon" In The Gulf of Mexico*, United States District Court for the Eastern District of Louisiana, Civil Action No. MDL 2179. This is the lead case in the BP Multi-District Litigation.
- b. *Caulfield v. DRC Emergency Services, LLC, et al.*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-1891.
- c. *Black v. DRC Emergency Services, LLC, et al.*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-867.
- d. *Pearson v. DRC Emergency Services, LLC, et al.*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-863.
- e. *Lambert v. DRC Emergency Services, LLC, et al.*, 24th Judicial District Court for Jefferson Parish Louisiana, Civil Action No. 702311.
- f. *Baudier v. DRC Emergency Services, LLC, et al.*, 24th Judicial District Court for Jefferson Parish Louisiana, Civil Action No. 703-286.
- g. *Turner v. DRC Emergency Services, LLC, et al.*, Case No. 52826, Harris County, Texas Circuit Court, removed to USDC EDDTX, Civil Action No. 12-64, remanded. Settled and dismissed on February 10, 2015.
- h. *McCormick v. DRC Emergency Services, LLC*, 11-2141 Civil Action No. 11-2141. Settled and dismissed on March 18, 2013.
- i. *Turlich v. DRC Emergency Services, LLC, et al.*, 25th Judicial District Court for Plaquemines Parish Louisiana, Civil Action No. 59-076.
- j. *Luke Boudreaux v. The DRC Group, et al.*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-03179.
- k. *Fitzgerald v. DRC Emergency Services, LLC, et al.*, United States District Court for the Eastern District of Louisiana, Civil Action No. 13-650.
- l. *Matherne Business Associates v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-449.
- m. *Rodrigue Business Associates v. DRC Emergency Services, LLC*, United States District Court for

the Eastern District of Louisiana, Civil Action No. 11-445.

- n. *Pearson and Black v. DRC Emergency Services, LLC*, 24th Judicial District Court for Jefferson Parish Louisiana, removed to USDC EDLA, Civil Action No. 11-778.
- o. *Chad Rogers v. DRC Emergency Services, LLC*, et al., 19th Judicial District Court for East Baton Rouge Parish Louisiana, Civil Action No. 601084 removed to USDC MDLA Civil Action No. 11-331, transferred to USDC EDLA Civil Action No. 11-1295.
- p. *Frelich v. DRC Emergency Services, LLC*, et al., 25th Judicial District Court for Plaquemines Parish Louisiana, Civil Action No. 59-616.
- q. *Foussell, et al, v. DRC Emergency Services, LLC*, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-1195.
- r. *Trung v. Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-2766.
- s. *Daigle v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-2499.
- t. *Duong, et al v. Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-814. (DRCES tendered to BP for defense/indemnity; awaiting response).
- u. *Duong, et al v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 13-605.
- v. *Dinwiddie v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-426. (DRCES tendered to BP for defense/indemnity; awaiting response).
- w. *Brown v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-2333. (DRCES tendered to BP for defense/indemnity; awaiting response).
- x. *Elmer Rogers v. DRC Emergency Services, LLC*, Orleans Parish Civil District Court, Civil Action No. 14-8304, Div. "J" removed to USCD EDLA Civil Action No. 14-2285 (DRCES tendered to BP for defense/indemnity; awaiting response).
- y. *Gros, et al v. DRC Emergency Services, LLC*, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-1824. Wage claim. Settled and dismissed March 21, 2013. Related matter *DRC Emergency Services, LLC, et al v. BP Exploration & Production, Inc., et al*, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-2510. Settled and was dismissed on March 7, 2014.
- z. *Hayden v. Mitchell Liftboats, LLC v. DRC Emergency Services, LLC*, et al, 25th Judicial District Court, Plaquemines Parish, Louisiana, Civil Action No. 60-624. Lawsuit removed to U.S. Dist. Court for Eastern District of Louisiana, Case No. 13-5234 and consolidated with MDL 2179. Case settled and dismissed on December 5, 2014.
- aa. *Hayden v. A.M.C. Liftboats, Inc. v. DRC Emergency Services, LLC, et al*, 25th Judicial District Court, Plaquemines Parish, Louisiana, Civil Action No. 60-624. Lawsuit removed to

U.S. Dist. Court for Eastern District of Louisiana, Case No. 13-5235 and consolidated with MDL 2179. Case settled and dismissed on December 5, 2014.

bb. *In re Triton Asset Leasing GmbH*, U.S. Dist. Court for Eastern District of Louisiana, Case No. 10-2771. Statutory limitation of liability proceeding invoked by a vessel owner which was consolidated with MDL 2179.

cc. *Alexander v. DRC Emergency Services, LLC, et al.*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-951. DR CES is named as a defendant but was never served with legal process. Lawsuit was consolidated in MDL 2179

DOMINICAN REPUBLIC

65. *Group CG Builders v. DRC Emergency Services, LLC, et al.* Suit by sub-subcontractor for disaster recovery work performed in Haiti. Suit in the United States against DR CES dismissed by federal district court; dismissal affirmed on appeal August 12, 2013. See No. 12 above. Suit in Dominican Republic pending.

REGULATORY

66. DRC Emergency Services, LLC was suspended by the U.S. Air Force in September 2014 for 22 business days relating to a project in Joplin, Missouri that occurred over three and a half years ago when the company was operated under previous ownership. None of the individuals that were named in the suspension are currently employed by, or have any affiliation with DRC Emergency Services, LLC. DRC Emergency Services, LLC currently operates in good standing with all branches of Government.

67. On September 12, 2014, the Louisiana Department of Natural Resources, Office of Coastal Management issued a Compliance Order to DRC Emergency Services, LLC for the temporary damage to marsh grass (e.g. tracks in marsh grass caused by marsh buggy and work staging) and ordering a contribution of \$144,058.00 to the State's Coastal Mitigation Account. The Consent Order expressly acknowledged that the habitat area had been naturally restored. The Compliance Order was appealed and the parties subsequently settled the matter which included a non-admission of liability by DRC Emergency Services, LLC. The matter was dismissed on October 5, 2015.

68. By Consent Order dated March 9, 2015, the South Carolina Department of Health and Environmental Control assessed a \$10,000 civil penalty against DRC Emergency Services, LLC for burning vegetative debris within 1000 feet from a public roadway. The incident was self-reported by DRC Emergency Services, LLC.



TRANSMITTAL LETTER

November 3, 2015

Jefferson County Purchasing Department
Deborah L. Clark, Purchasing Agent
1001 Pearl Street, Third Floor
Beaumont, Texas 77701

Re: Emergency Disaster Assistance Recovery for Jefferson County
RFP No. 15-015/JW

Dear Ms. Clark,

DRC Emergency Services, LLC is pleased to submit this proposal for Emergency Disaster Assistance Recovery Services as required for recovery in the event of a disaster occurring in Jefferson County, Texas. DRC has had the privilege of holding this contract with the Jefferson County for over ten years. Furthermore, we have extensive experience performing disaster response and debris removal in the State of Texas and the surrounding region. During this time, DRC has gained a vast amount of familiarity with needs of the County and the surrounding region. Working relationships and partnerships have been established and have grown over the past ten years, giving DRC the ability to respond immediately and efficiently to disaster events affecting the area.

Corporate officers with legal signing authority to bind DRC ES to the terms and conditions of this proposal include: Mark Stafford, Chief Executive Officer; Kristy Fuentes, Vice President/Secretary-Treasurer; and Marc Watkins, Vice President of Estimating. Evidence of their authority is attached. This proposal is valid for ninety (90) days from the deadline for delivery of proposals to Jefferson County.

Tom Combs, Director of Governmental Affairs, Regional Manager for Texas, and Emergency Housing Coordinator, may also be contacted for any additional questions or concerns. He may be reached at (202) 905-7068 or 504-482-2848.

Following Hurricane Ike in 2008, DRC ES established a single-day productivity record for post-disaster debris removal as recognized by FEMA, and holds a 14-year record of 100% federal reimbursement for eligible work performed in the City of Houston.

DRC ES's company headquarters is located in Houston, Texas, with field offices in West Palm Beach FL, and New Orleans, Louisiana. These locations provide us geographical maneuverability along the Gulf Coast, and allow us to continue to provide services to Jefferson County should any location be compromised during a disaster.

This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your invitation to bid. DRC ES fully accepts all terms and conditions of the contract which may result from this RFP. DRC ES also accepts the Standards of Performance for the contract resulting from this RFP. This proposal is valid for ninety (90) days from the deadline for delivery of

proposals to Jefferson County. If awarded, DRC ES is committed to providing the services required by the County. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with Jefferson County in the future.

Sincerely,



Mark Stafford
Chief Executive Officer

"Thanks to you all for being EXTREMELY helpful and responsive!!!"

— Brant Gary
Director of Public Works, City of Bellaire, TX

HIGHLIGHTS

- DRC was activated under its existing Houston "Standby" contract to collect approximately 250,000 cubic yards of mostly construction and demolition debris. Additionally, DRC was tasked with tracking this debris from "cradle to grave" with an emphasis on recycling.
- DRC responded to the needs of the department of transportation by performing tree and debris removal with the Houston division as required by the department.
- DRC was activated by the city of Bellaire in response to the historic floods in May of 2015. While the volume produced in Bellair was not significant, DRC mobilized rapidly to return the city to a normal state.
- Following Ice Storm Pax in February 2014, DRC was contracted by the South Carolina Department of Transportation to cut, remove and transport vegetative debris in eight counties, including trimming over 225,000 trees and clearing over 12,000 miles of roadway. DRC managed and operated over fifteen debris management sites that reduced and recycled over 1.5 million cubic yards of debris.
- DRC was hired to remove debris from the New York DOT roads on Long Island in Suffolk and Nassau Counties after Super Storm Sandy made landfall in 2012. In New Jersey, we were hired to clean up Piscataway.
- After Hurricane Isaac made landfall over Southeastern Louisiana in August 2012, DRC was activated by nine clients in Louisiana, including St. Charles Parish, New Orleans, East Baton Rouge Parish, St. John Parish, Jefferson Parish and the LADOTD. DRC responded to each of these activations immediately and independently.
- In early April 2011, a severe weather event culminated in easily the most prolific, active month for tornados on record in the United States. DRC was contracted by more than five separate entities to perform debris removal services for more than 25 separate contracts. Some of the entities included the North Carolina Department of Transportation, the Alabama Department of Transportation, the Alabama Department of Conservation and Natural Resources, the City of Birmingham, USACE in Joplin, Missouri, as well as various other small cities and townships.

- In the aftermath of the Deepwater Horizon Oil Spill, DRC was successfully classified as an Oil Spill Removal Organization (OSRO) by the United States Coast Guard. Participation in this program allowed DRC to provide professionally recognized services to Escambia County, Florida as well as Plaquemines Parish, Terrebonne Parish, and Lafitte Parish, Louisiana.
- Following Hurricane Ike and Gustav, DRC established industry benchmarks in Houston, Texas by achieving a FEMA record for hauling debris in a single day under a FEMA disaster declaration project.
- During the 2004 hurricane season, DRC and its subcontractors worked 37 simultaneous, separate contracts performing a total of over \$150,000,000 in emergency work, and recovering over 10,000,000 cubic yards of debris in a four-and-a-half-month period.

**ACTION IN LIEU OF
A MEETING OF THE MANAGER OF
DRC EMERGENCY SERVICES, LLC**

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of October 9, 2014.

WHEREAS, Section 4.2 of the Company's Amended and Restated Operating Agreement dated January 11, 2013 (the "LLC Agreement") and the Act permit the manager of the Company to take the following actions;

WHEREAS, the undersigned constitutes the sole manager of the Company (the "Manager")

NOW, THEREFORE, the undersigned hereby makes the following resolutions and consents to the following actions in lieu of a meeting of the Manager of the Company:

1. The following persons, in their respective corporate capacities indicated below, are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to, any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

<u>NAME</u>	<u>OFFICE/CAPACITY</u>
Mark Stafford	President/CEO
	Vice President of Business Development and Secretary/Treasurer
Mark Watkins	Vice President of Estimating

2. The officers of the Company after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so-executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or the same counterpart. This written consent shall be filed with the minutes of the proceedings of the Manager of the Company.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]**

Dated effective as of the date first written above.

MANAGER:

7CGP, LLC



By: Scott Gold, manager



By: Mark Stafford, manager



5851 San Felipe Street, Suite 425
Houston, TX 77057
(281) 201-0533

EXECUTIVE SUMMARY

For over 14 years, DRC has provided extensive disaster recovery services, environmental services and civil construction to governments and private citizens alike. As a leader in the recovery industry, our passion is helping communities prepare for the worst while being prepared to deliver a rapid response when necessary, all to facilitate the most efficient recovery possible. Setting new industry standards is what our customers have come to expect, and DRC takes pride in our versatility and in our innovative approach to every job. Having successfully completed over \$2 billion in contracts over the last 14 years alone, DRC employs scores of talented professionals ready to satisfy our client's needs. We are proven, and we are ready.

The primary mission of DRC is to provide a **professional, honest, and immediate response** to natural and man-made disasters throughout the world. DRC has developed extensive experience and capabilities in emergency response and recovery over the fourteen years including, but not limited to:

- Debris Management
- Demolition
- Marine Debris, Salvage, and Recovery
- Vehicle and Vessel Removal And Processing
- Technical Assistance and Project Management
- Temporary Housing, Workforce Housing and Life Support
- Construction and Construction Management
- Landfill Management
- Tree, Tree Stump and Tree Limb Removal
- Civil, Heavy, and Recovery Construction
- Oil Spill Response and Mining
- ROW and ROE Debris Removal
- Beach Renourishment
- Storm Drain Cleaning
- Canal Bank Stabilization
- Drainage Improvement Projects

CAPACITY

Since 2001, DRC Emergency Services, LLC has responded to numerous natural or man-made disaster events involving hundreds of contracts. To date, DRC has removed in excess of 150,000,000 cubic yards of debris. The 2008 hurricane season produced two

devastating storms in Hurricane Ike and Hurricane Gustav in which DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston. During the 2004 Hurricane season alone, DRC worked 37 virtually simultaneous, separate contracts performing a total of over \$150,000,000 in emergency work, and recovering over 10,000,000 cubic yards of debris in a four and half month period.

In approximately 100 days DRC removed and disposed of approximately 10,000,000 cubic yards of debris. DRC also recovered, screened and

restored tens of thousands of cubic yards of displaced sand and debris to restore 15 miles of beaches destroyed in Florida in the aftermath of Hurricane Ivan. During 2005 and 2006, DRC performed work on damages from Hurricanes Katrina, Rita and Wilma from the Florida Keys to Louisiana all the way to Houston, Texas. DRC Emergency Services, LLC possess extensive experience with disaster debris removal and therefore has an excellent understanding of the work to be performed.

"DRC either met or exceeded all aspects of their contractual obligations with LCG during these two disasters as well as met and satisfied the established production and completion schedules for debris generated by these two disasters" – Terry L. Cordick, Associated Director of Public Works, Lafayette Parish, LA

NOTABLE ACHIEVEMENTS AND EXPERIENCE

- Simultaneously mobilizing, staffing and successfully operating 39 individual projects throughout the Southeastern US valued in excess of two hundred million dollars
- Providing, placing in service and simultaneously utilizing in excess of 4000 pieces of specialized equipment
- Maintaining an experienced cadre of over fifty Program and Project Managers
- Establishing a single-day productivity record for post-disaster debris removal as recognized by FEMA in 2008
- Earning recognition as one of the Top 50 Specialty Contractors by *Engineering News-Record*
- Designing, implementing, managing and financing a 150-mile Gulf of Mexico shoreline protection system in response to the BP oil spill



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- Establishing industry standards for total volume recycled by recycling 100% of the volume collected in Houston, TX following Hurricane Ike
- Designing and implementing new standards for moving work zones
- A 14-year record of 100% federal reimbursement for eligible work performed
- A 14-year record of environmental compliance

RECENT WORK EXPERIENCE

2015 Houston Floods

DRC was activated under its existing Houston "Standby" contract to collect approximately 250,000 cubic yards of mostly construction and demolition debris. Additionally, DRC was tasked with tracking this debris from "cradle to grave" with an emphasis on recycling.

2015 Texas Department of Transportation Flood Work

DRC responded to the needs of the department of transportation by performing tree and debris removal with the Houston division as required by the department.

2015 Bellaire Floods

DRC was activated by the city of Bellaire in response to the historic floods in May of 2015. While the volume produced in Bellaire was not significant, DRC mobilized rapidly to return the city to a normal state.

The Hurricane Season Of 2008

In 2008, Hurricanes Gustav and Ike devastated the Louisiana and Texas coastlines. DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston. In Houston, Texas, DRC ES established industry benchmarks by achieving a FEMA record for hauling debris in a single day under a FEMA disaster declaration project. DRC's work in these regions was nearly completed in a little over two months, having quickly restored these communities in the wake of severe storms.

The Hurricane Season Of 2005

The 2005 hurricane season brought the strongest storms and the worst natural disaster in our nation's history. The DRC family of companies is proud to have assisted in the recovery following the devastation of Hurricanes Katrina, Rita, Wilma, and Cindy affecting the Florida Keys, throughout Mississippi and Louisiana, and into

Houston, Texas. To date, DRC has successfully completed over \$130,000,000 in disaster remediation in the hardest hit parishes of Louisiana and in Monroe, Escambia, and Miami-Dade counties in Florida, as well as the eastern coastal counties of Texas.

COMMITMENT TO COMPLIANCE AND ETHICAL BUSINESS CONDUCT

DRC Emergency Services, LLC strives to provide the most dependable, honest, customer-centric services in the industry, while upholding the highest standards of ethical conduct and compliance at all times. To better ensure our continued compliance with law and rules and regulations, DRC's senior management has established a formal code of business conduct. By implementing these guidelines, DRC is fully demonstrating its commitment to adhere to the highest professional standards and to act as a trustworthy source of unique capabilities to our public and private contracting partners. In addition, we expect that all contractors and individuals that work with us while serving our public and private customers shall also adhere to the highest ethical business conduct standards.

Kristy Fuentes, DRC's Chief Compliance Officer, oversees the Corporate Compliance Program, functioning as an independent and objective body that reviews and evaluates compliance issues/concerns within the organization as well as external issues relating to DRC's interaction with customers and environmental factors. The position ensures our Board of Directors, management, employees and customers are in compliance with the rules and regulations of regulatory agencies; that company policies and procedures are being followed; and that behavior in the organization meets the company's Standards of Conduct. The Chief Compliance Officer acts as staff to the CEO and an independent reporter to the Board of Directors and General Richard Bednar (DRC's independent third-party compliance consultant) by monitoring and reporting results of the compliance/ethics efforts of the company and in providing guidance for the Board and senior management team on matters relating to compliance. The Chief Compliance Officer, together with General Bednar, is authorized to implement all necessary actions to insure achievement of the objectives of an effective compliance program.



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The Corporate Compliance Office exists:

- As a channel of communication to receive and direct compliance issues to appropriate resources, including DRC's independent third-party compliance consultant, for investigation and resolution, and
- As an independent conduit to the Board of Directors regarding Company activities
- As a final internal resource with which concerned parties may communicate after other formal channels and resources have been exhausted.
- As a resource to our individual customer base regarding contract compliance, environmental compliance and any and all issues involving contract performance.

DRC's Core Values

- Tell the Truth. In all business matters, we are committed to finding the truth and telling the truth. Truth-telling is a fundamental obligation of the DRC Emergency Services, LLC executive leadership and all employees.
- Use Common Sense and Good Judgment. We rely on the integrity of our employees and expect that they apply common sense and good judgment even when no one is watching.
- Work Hard. We expect all employees to give the full measure of honest effort to their working responsibilities, while maintaining a healthy life balance with wholesome off-duty interests and activities.
- Be Prepared. The nature of our emergency services work demands that all of us be in a continuing state of readiness. Responding to urgent calls for our help with the right personnel and equipment assets sets us apart from the competition.
- Be Accountable. We are accountable for everything we do or fail to do. We take ownership of our actions and stand up to the consequences of those actions whether positive or harmful to our customers or our Company.
- Show Courtesy and Respect. Our culture is built on the initiative, strengths and dedication of our people. We treat each other with respect, honesty, courtesy and fairness. We value the different skills, perspectives and experiences of

our people.

- Protect Privacy: The privacy and integrity of customer and employee records and information is part of showing respect. Personal or private information should be disclosed only after conferring with and receiving permission from the individual or customer.

Application of Core Values

- To our customers we place highest priority on the timeliness of our response, our practical effectiveness, and the quality of our services and solutions.
- To our fellow employees we look out for their welfare, safety and health. We promote an environment that encourages new ideas, doing the right thing, enjoyment of work and equal opportunity for advancement.
- To our suppliers and subcontractors we are fair and professional in all our dealings. We honor our commitments to our business partners. We select business partners who will adhere to ethical standards.
- To our neighbors wherever we work we are responsible citizens who respect the laws and customs of the communities in which we work.

TESTIMONIALS

"The team at DRC has been most professional, engaging, and amenable to the City's needs during the initial five year period." -Harry Hayes, Director of Solid Waste Management, City of Houston

"This debris removal project has been a resounding success, and the GLO appreciates the many hours of hard work put in by the DRC team." - Benjamin K. Au, Architect, Director of Construction Services City of Galveston, Texas GLO

"DRC demonstrated the ability to compile and mobilize the necessary resources to handle this monumental debris removal and disposal task. Your field management group was able to quickly adapt and adjust to the ever changing working conditions, work priorities, and disposal issues that developed." - Rhett A. Dessel, P.E., Assistant District 8 Administrator of Operations, State of Louisiana

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OFFEROR IDENTIFYING INFORMATION

- A. DRC Emergency Services, LLC (DRC ES).
5851 San Felipe Street, Suite 425
Houston, TX 77057
- B. DRC ES is a limited liability company.
- C. DRC ES was incorporated in the state of Alabama in 2001.
- D. The company's business office is located at 5851 San Felipe Street, Unit 425, Houston, TX 77057 but there are additional offices located at, 6258 Marshall Foch Street, New Orleans, Louisiana 70124, and 500 South Australian Avenue, Suite 600, West Palm Beach, Florida 33401.
- E. DRC ES' principal contact person for all contractual matters relating to this RFP is Kristy Fuentes, Vice President/Secretary. She may be reached at the New Orleans office (phone: 504-482-2848 fax: 504-482-2852), by her cell phone 504-220-7682, or by email kfuentes@drcusa.com. Lisa Garcia, Contracts Manager, will be an alternate contact for matters relating to this RFP. She may be reached at the New Orleans office (listed above), by her cell phone (504) 715-9052, or by email lgarcia@drcusa.com.
- F. DRC ES' Federal Employer Identification Number is 63-1283729
- G. Names and titles of all members of DRC ES:
Mark Stafford, Chief Executive Officer
Kristy Fuentes, Vice President/Secretary
Joe Newman, Project Manager
Tony Swain, Field Supervisor
Alex Martin, Crew Supervisor
Tom Combs, Director of Governmental Affairs, Regional Manager for Texas
Les Flynn, Chief Financial Officer
Brain Brian LaRiviere, Regional Manager (Texas)
Marc Watkins, Vice President of Estimating
Lisa Garcia, Contracts Manager
Donald Lewis, Data Collection Manager

All the members may be reached at the Houston Headquarters address:
5851 San Felipe Street, Suite 425
Houston, TX 77057
251-343-3581
504-482-2848



The name of DRC ES' subcontractors:

K & K Tractor Services

Chase Cook
23444 East Community Drive
New Caney, TX 77357

ADR, Inc.

Obie Corley
1826 Honey Suckle Lane
Prosper, TX 75078
972-567-1491

Mosby's Land Management Services

Josh Mosby
4491 US-77
Lott, TX 76656

CK Trucking

Grant Reid
155 Hillcrest Lane
Suite 601
Liberty Hill, TX 78642

AD Construction and Development

Hugo Alvarez
5512 Gulf Freeway
Houston, TX 77023

Diamond Enterprises

Shannon Leverton
1333 W. Dry Creek Road
Poolville, TX 76487

TLC Trucking - HUB

Chris Gwyn
20910 Hunters Creek Way
Hockley, TX 77447

Moffitt Services

Rusty Moffitt
13002 Kluge Road
Cypress, TX 77429

Sullivan Land Services

Johnny Sullivan
448 W. 23rd Street
Houston, TX 77008

H. DRC is, financially, one of the strongest groups in its industry and class. DRC has managed and completed dozens of multimillion dollar contracts in its history. By offering a diverse array of high-quality professional services, DRC has maintained its financial soundness at times when other companies in the industry have struggled to perform. At times following the 2005 and 2008 storm seasons, DRC was over \$100mm out of pocket, prior to receiving any payments from clients. DRC's parent company is owned and financially backed by Alcentra BDC Equity Holdings, a global asset management firm with \$21.5 billion in assets under management. Alcentra and its affiliates have invested over \$20mm of capital into DRC, giving the company the ability to respond to any event or challenge. Some highlights of DRC's financial capability include:

- DRC is capable of insuring projects in any amount and our key coverages are unlimited in amount. With the support of its investors, DRC has over \$10mm of available working capital and has the financial ability to bid on and perform contracts in excess of \$100 million. Please see attached letter from the Bank of New York Mellon for evidence of DRC's financial support and stability.
- DRC has a total bonding capacity of at least \$100,000,000. See attached letter.



- In 2008, following Hurricanes Ike and Gustav, DRC provided debris removal services for 36 separate contracts, including the cities of New Orleans, Houston, and Galveston. These were simultaneously provided disaster management services. The total value of these contracts is currently estimated at \$200,000,000.00
- In 2005-2006, DRC mobilized, performed, and completed a contract of over \$100,000,000 for the Louisiana Department of Transportation and Development in response to Hurricane Katrina while performing numerous projects across the nation.
- During the 2004 Hurricane season, DRC worked 37 separate contracts performing a total of over \$150,000,000 in emergency work, and recovering of over 10,000,000 cubic yards of debris in a four and half month period. Throughout this entire period, all subcontractors were paid on a weekly basis, even though DRC often had to wait up to 30 to 60 days for interim invoice payments.
- DRC has not failed to complete any work awarded to it, has not defaulted on any contracts, has met all financial contractual obligations, and has never filed for bankruptcy.

Bank of Record:

ServisFirst Bank

Point of Contact: Nic Balanis

850 Shades Creek Parkway

Birmingham, AL 35209

Phone: (205)949-0341

Insurance Company:

McGriff, Seibels & Williams of Texas, Inc.

Contact: Sylvia Valderas, ACSR

5080 Spectrum Dr., Suite 900E

Addison, TX 75001

Phone #: 469-232-2133

(Sample certificate attached)

Surety Reference:

Assurance Agency

111 N. Canal Street, Suite 500

Chicago, IL 60606

Contact: Matthew V. Buol

Phone: (312) 625-5590



Alcentra Capital Corporation
200 Park Avenue
New York, NY 10166

Tel: +1 212 922 8240
Fax: +1 212 922 8259

Alcentra Capital Corporation

May 20, 2015

Re: DRC Letter of Financial Support and Borrowing Capacity

To Whom It May Concern,

This letter is in support of DRC Emergency Services ("DRC" or the "Company"). I am writing on behalf of Alcentra Capital Corporation ("Alcentra"), which is an affiliate of The Bank of New York Mellon ("BNY Mellon"). Alcentra is the primary lender to DRC and with its affiliates has provided over \$20mm of capital to DRC. Currently, the DRC has over \$100mm of available working capital from Alcentra and its affiliate partners. The Company has the financial ability to bid on and perform contracts in excess of \$100 million.

Alcentra Capital Corporation

Alcentra (www.alcentracapital.com) is an externally-managed, closed-end, non-diversified management investment company that has elected to be regulated as a business development company under the Investment Company Act of 1940. Alcentra's investment objective is to generate both current income and capital appreciation primarily by making direct investments in lower middle-market companies in the form of subordinated debt and, to a lesser extent, senior debt and minority equity investments. Alcentra's investment activities are managed by its investment adviser, Alcentra NY, LLC.

The Bank of New York Mellon

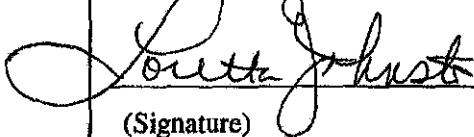
As background, The Bank of New York Mellon is a multinational banking and financial services corporation. The Bank employs more than 48,700 individuals in 35 countries, and has over \$1.5 trillion in assets under management and \$27 trillion in assets under custody and administration, thereby being the largest deposit bank in the world. It operates in six primary financial services sectors including advisory services, asset management, asset servicing, broker-dealer, issuance services, treasury services and wealth management.

Please let me know if you would like any additional information.

Sincerely,


Paul Echausse
Chief Executive Officer & President

Subscribed and sworn to before me in my presence, this 20th day of
May, 2015, a Notary Public in and for the County of New York
State of New York


(Signature)

LORETTA JOHNSTON
Notary Public, State of New York
No 01J05082006
Notary Public
My commission expires _____
Qualified in Bronx County 2015
Commission Expires 7/14/2015



Chicago, IL | St. Louis, MO
www.assuranceagency.com

November 7, 2014

DRC Emergency Services, LLC
740 Museum Drive
Mobile, AL 36608

RE: Bonding Capacity

To Whom It May Concern:

DRC Emergency Services, LLC ("DRC") is a valued client of Assurance Agency, Ltd. Bonds for DRC are written by the following surety companies: Argonaut Insurance Company which is rated A (Excellent), Class XII by A.M. Best; Washington International Insurance Company which is rated A+ (Excellent) Class XV by A.M. Best; and Westchester Fire Insurance Company which is rated A+ (Excellent), Class XV by A.M. Best. All three companies are listed on the Federal Register and are licensed to do business in all 50 states.

Argonaut Insurance Company, Washington International Insurance Company, and Westchester Fire Insurance Company currently have established a combined surety facility with a capacity commitment of \$100,000,000. All three surety companies have the utmost confidence in the management of DRC and its financial strength to support its endeavors.

Please note that the decision to issue surety bonds is a matter between DRC and their surety companies and will be subject to their standard underwriting at the time of the final bond request. The surety companies assume no liability to third parties or to you if for any reason none of the three surety companies execute said bonds.

Please feel free to contact me at 312-625-5590 should you have any questions.

Sincerely,

Assurance Agency, Ltd

Matthew V. Buol
Vice President

OFFEROR PERSONNEL AND ORGANIZATION

DRC, its subcontractors, and/or personnel list among their accomplishments, membership in many professional organizations including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC and/or its' affiliates, associates and/or subcontractors are licensed General Contractors in the states in which DRC performs disaster response services. DRC is familiar with USACE, FEMA, and FHWA rules and regulations, the Stafford Act, and 44CFR as they pertain to emergency response, recovery and reimbursement.

KEY PERSONNEL SUMMARY TABLE

<p>Chief Executive Officer-Thomas Mark Stafford</p> <p>Mark Stafford brings many years of experience in disaster and commercial/industrial waste management to DRC Emergency Services. He has participated in recovery following ice storms and hurricanes throughout the Southeast. Mark has overseen and operated landfills, recycling operations and transportation companies exceeding \$200 million in annual revenues. He has managed teams of over 1,100 staff serving business, industry and municipalities.</p> <p>Prior to joining DRC, Mark was the president and regional director of Allied Waste for the State of Louisiana. He also worked in an executive capacity for Waste Management. He earned a B. S. in business from the University of Louisiana.</p> <p>504-415-7945 mstafford@drcusa.com</p>	<p>The Chief Executive Officer (C.E.O.) is positioned at DRC headquarters. The C.E.O. directs and supervises all operational aspects of DRC ES in response to a Task Order. The C.E.O. serves as the primary contact between DRC and the client for all contracts and other communication. Upon Task Order, the C.E.O. initiates all corporate plans in fulfillment of contract requirements and activates all relevant departments, team partner relationships, subcontract relationships, and reservists. The C.E.O. supervises and directs mobilization of national corporate resources in response to Task Order until all performance targets are met and serves as corporate "responsible party" until all obligations of the contract are fulfilled.</p> <p>See résumé attached</p>
<p>Vice President/Secretary-Kristy Licciardi Fuentes</p> <p>Kristy Fuentes is the Vice President of Administration and Compliance for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in planning, program management, disaster response, demolition contracting and</p>	<p>The Vice President/Secretary (V.P.) is a member of DRC Senior Management assigned as principal liaison to the client for each operation. The V.P. will henceforth be on call and available to respond to the point of contact 24 hours a day, 7 days a week throughout the life of the Task Order. The DRC V.P. will have full electronic linkage to the client via cell phone, satellite phone, internet, and/or two-way radios. The V.P. will have responsibility for successful completion of a Task Order and is responsible to the client as</p>



regulatory compliance.

Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the "Katrina Car and Vessel" contract and three massive demolition projects in the City of New Orleans. Following Hurricane Gustav, Ms. Fuentes managed nine major disaster-response contracts across southern Louisiana with a cumulative contract value of over thirty million dollars. In response to the BP MC 232 oil spill, Ms. Fuentes played a key role in the clean-up of lower Jefferson, Terrebonne and Plaquemines Parishes through the employment and management of hundreds of local residents and vessels.

Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, ensuring contractor compliance with Federal and State regulations.

504-220-7682

kfuentes@drcusa.com

well as the DRC C.E.O.

Kristy Fuentes, DRC's Chief Compliance Officer, is committed to reviewing and evaluating the issues and concerns of compliance both internally and externally as they relate to DRC's interaction with customers and environmental factors.

See résumé attached

Project/ Program Manager-Joe Newman

Joe Newman, Disaster Operations

Since joining DRC Emergency Services, Mr. Newman has managed several large scale debris management projects.

In 2008, Mr. Newman responded to the devastation in Galveston following Hurricane Ike and as a Program Manager, he oversaw the collection, processing and recycling/disposal of over 1 million cubic yards of debris.

In May of 2015, Mr. Newman responded to the historic floods meeting the needs of Texas Department of Transportation and the Houston Solid Waste Department. He was tasked with tracking all debris operations.

Most recently, he has been responsible for the overall management of a number of tree removal operations throughout

DRC's Project/ Program Manager are responsible for overall management of day to day operations for a specific project. His duties primarily exist in the oversight of field operations although he serves as administrator of his supervisors and office personnel. All field supervisors, crew supervisors, QC managers, safety managers and site mangers report to the project manager throughout everyday, 7 days per week. The project manager shall hold daily meetings with staff to discuss all debris mission issues at a central location that is also open to Escambia County, Florida. Their duties also include the management of documentation and public relations for the specific project. The project Manager reports directly to the KO or the COR.



Texas, Louisiana, and Missouri and has been instrumental in coordinating and managing numerous post disaster projects for DRC throughout the Southeast.

214-930-9300
jnewman@drcusa.com

Field Supervisors-William Anthony Swain
 Tony Swain came to DRC after three years as a Project Manager for Cahaba Disaster Recovery. During that time, he oversaw the demolition of hundreds of houses in Orleans Parish, LA, along with debris removal projects in Springfield, MO, Green County, MO and Amherst, NY. Before that, he spent 12 years as Senior Project Manager and Procurement and Contracts Administrator for an emergency services company in Florida. He was responsible for providing subcontractors for 46 separate contracts and 55 TDSRS operations in the 2004 hurricane season involving hurricanes Charlie, Frances, Ivan and Jeanne. Mr. Swain has an extensive managerial and sales background

251-402-3052
tswain@drcusa.com

All **Field Supervisors** will be assigned sectors or zones within a specific debris area to manage. They will be responsible for supervising the daily activities of the collection crews working to remove debris. Those subcontractors/ crews within the sector or zone are to report directly to DRC's field supervisor with any and all issues. If these issues require upper management decisions, then the supervisor is to report to the project manager immediately. The field supervisor communicates with the project manager at a minimum twice per day to update the project manager of the activity in their particular zone or sector.

See résumé attached

Crew Supervisor-Alex Martin
 With more than 10 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Martin serves as project manager for DRC. Mr. Martin has worked on several large-scale disaster debris-removal projects in various capacities, including heavy equipment operation, planning and coordination of construction process, securing permits and licenses, delivery of materials and equipment, FEMA compliance, coordinating and operating with municipality officials, and price estimation for contracts. He has been involved in numerous debris removal projects, including Hurricanes Isabel, Rita, Charley, Frances, Jean, Ivan, Katrina, Dennis, Gustav, and Ike, BP Oil Spill Disaster, Alabama Tornados, and Houston Drought.

Crew Supervisor will be responsible for individual or a group of crews working within a specific debris zone. The Supervisor will oversee the actual collection and loading of all debris along with the proper segregation and identification of various waste streams such as Vegetative, C&D, White goods and HHW. Supervisors are tasked with directing the individual crews within the zones and their specific zone assignments and ensuring safe traffic control with the aid of the QC manager and Safety Manager. The crew supervisor handles all zone maps and sub-zone maps with individual crews. Subcontractors will be assigned zones and crews will subsequently be assigned sub zones; crew supervisors shall distribute these crew maps and manage their production and boundaries within these zones.



<p>863-990-4256 amartin@drcusa.com</p>	
<p>Safety Manager-Diana Lynn Verretto Diana began her work in safety protocols in 2004 in Kuwait as a civilian contractor. While in Kuwait, she reduced the incident/accident rate by 68% within the span of 9 months through the use of trend analysis and in the identification of areas of weakness and targeted areas of training. She is an experienced front line supervisor and team lead. In 2013 Diana was mentioned in the BIC Magazine for aiding in achieving more than 148,000 hours of safe man-hours while employed in the oil and gas industry. During her tenure in the oil and gas industry she was successful in implementing a notification program to raise safety awareness. She is a member of the National Association of Safety Professionals and the National Association of Professional Women. She holds her A.A.S degree in Occupational Health & Safety from Columbia Southern University and is an accomplished American Red Cross First Aid/CPR/AED instructor. She also holds the following certifications: OHSA 30-hour Construction Industry, OSHA 10-hour General Industry, OSHA 30-hour General Industry, OHSA 300 80-hour Organizational Communication, DDC Training-Mass Care/Mass Casualty, Community Disaster Educators-Personnel Recovery, Terrorism Awareness and Emergency Response.</p> <p>713- 609-3770 dveretto@drcusa.com</p>	<p>Safety Manager is responsible for creating and maintaining an occupationally safe workplace environment. The Safety Manager will conduct both accident and incident investigations as to give recommendations for corrective action, as well as assist management and supervisors in investigating accidents and developing measures to prevent recurrences. The Safety Manager's priority is accident prevention and is committed to improving safety performance.</p>

ADDITIONAL KEY MANAGEMENT PERSONNEL – BRIEF RESUMES

Tom Combs, Director of Governmental Affairs, Regional Manager for Texas

Mr. Combs joined the DRC team on a consulting basis in 2002 and brings over 25 years in “hands-on” housing experience. Previously, he spent over 10 years in the public office as City Councilman and Mayor Pro-tem for The City of Beaumont, Texas. In that capacity he served as liaison to the Beaumont Housing Authority and as President of the Innovative Housing Corporation. He also held the position of Homeless Programs and AIDS Housing Coordinator



for the City of Houston. In this position he directly supervised, coordinated and monitored over 30 million dollars in temporary, transitional, and permanent housing construction and operations contracts. Additionally, Mr. Combs served as District Director and Chief of Staff for two members of Congress where he personally directed all housing related activities and serves as liaison between the congressmen, the cities, and the Department of Housing and Urban Development. He has extensive experience in minority, women, and disadvantaged contractor outreach programs. Mr. Combs has also owned his own firm, Tom Combs & Associates, which specialized in local, state, and federal contract negotiations. Mr. Combs lives and is headquartered in Houston, Texas.

Leslie Brian Flynn, Chief Financial Officer

Les Flynn comes to DRC after a successful career at Cape Environmental Management in Atlanta, Georgia. During his 23 years at Cape, Mr. Flynn was instrumental in its growth from \$3 million in annual revenues to over \$130 million while serving as both CFO and COO. Mr. Flynn plays a key role in DRC's strategic planning and financial initiatives. He holds a B.S. in Biological Sciences from Stony Brook University NY; an M.S. in Natural Resources and an M.B.A. in Corporate Finance and MIS, both from the University of Georgia.

Brian Andrew LaRiviere/Regional Manager (Texas)

Brian LaRiviere came to DRC in 2014 with a strong business and financial background, managing a \$20 million portfolio for a variety of clients in industry, such as wholesale/manufacturing for welding/industrial supplies, general contractors with expertise in landscaping, architecture, utilities (oil/gas), oil field service providers; construction contractors for residential and commercial business parks, retail strip centers etc. His time as Vice President in commercial lending allows him to leverage his relationships in his new capacity for DRC in business development to increase DRC's footprint with subcontractors, suppliers, public works, and pre-event contracts with state government entities. Mr. LaRiviere's strengths include building customer relationships, management and facilitating company growth. At DRC he is responsible for marketing/business development for pre-event recovery and logistics contracts, such as civil construction opportunities.

James Donald Marcus Watkins, Vice President of Estimating

Marc Watkins brings over 20 years of construction and management experience, first as the owner of his own construction company, and then as a Project Manager and Logistics Manager for DRC in 2010. He was instrumental in DRC's response to the BP Oil Spill, and soon became DRC's Quality Control System Manager, ensuring that specifications were followed, and work proceeded on schedule and within budget. He now serves as Lead Estimator and Vice President of Estimating, managing, supervising, and coordinating the preconstruction phase of projects to meet the cost objectives with respect to contracting, scheduling, estimating, purchasing and bidding of all major projects. He holds a B.S. from the University of South Alabama.



Lisa Michelle Garcia, Contracts Manager

Ms. Garcia has overseen DRC's contracts since 2010, maintaining contractual records and documentation, such as receipt and control of all contract correspondence. She's also responsible for applying, renewing and activating general contractor licenses nationwide, and other authorizations and pre-qualifications. Projects on which she provided administrative assistance to the Chief Operating Officer, Regional Manager and several Project Managers include the BP Oil Spill Clean Up and Hurricane Isaac Recovery, as well has numerous demolition and DOT jobs. Prior to joining DRC, Ms. Garcia provided administrative assistance for emergency response projects involving FEMA protocol. She is FEMA NIMS 300, 400, 700 certified.

Donald Lewis, Data Collection Manager

As Data Collection Manager for DRC, Mr. Lewis is responsible for invoicing, ticket reconciliation and coordination with subcontractors, municipalities and monitoring firms regarding accounting procedures. With over 19 years of experience in finance and 10 years of data processing and management for DRC, Mr. Lewis is a vital asset to the management team and plays a major role in ensuring data is collected and processed efficiently. Mr. Lewis earned a B.S. in Business Administration from Auburn University at Montgomery

Please see attached extended resumes of the above key personnel for this contract.



Résumés

Mark Stafford · CEO

5603 Woodlawn Place New Orleans, Louisiana 70124 504-415-7945 mstafford@drcusa.com

EDUCATION

University Of Southwestern Louisiana – Lafayette, Louisiana
Bachelor of Science Degree: Business Administration, 1980

Seminars and Other Training:

- *Media Training School, Dallas, Texas*
- *Advanced Management Program (scored in top 25 percentile nationwide on Managerial Skills Assessment test)*

QUALIFICATIONS

- Strong background in administrative/financial areas, including establishing compensation structures in addition to overall capital planning, budgeting and capital/cash flow management.
- Experienced in overseeing public relations, political relations, marketing and sales efforts. Skilled in developing sales strategies, marketing strategies and campaigns.
- Formidable negotiation, communication and interpersonal skills. Knowledge of human resource issues gained through experience in organized and non-union shops, including 12 years operating/managing companies employing Teamsters Union personnel. Experienced in grievance and arbitration procedures.
- Highly adaptable; equally successful operating a closely-held business and managing geographically and functionally varied operations for an international corporation; adapting to numerous adjustments in policies, procedures and organizational structure in response to restructuring, mergers and changes in administration.
- Extensive experience and success training managers and supervisors in leadership and managerial responsibilities.

PROFESSIONAL LICENSURE/CERTIFICATION

- Registered Lobbyist (various years)
- Certified Traffic Consultant

EXPERIENCE

DRC Emergency Services LLC – Mobile, Alabama
Director-Business Development – Jan 2013- present

DRC Emergency Services, LLC – Mobile, Alabama
Partner and Chief Operating Officer – Sept. 2005-Jan. 2013

Allied Waste Systems, Baton Rouge LA
District Manager – April 2002-Sept. 2005

DRC, INC. – Mobile, Alabama/New Orleans, Louisiana
Regional Manager – April 2000-April 2002

- Negotiated and managed local/FEMA-funded government contracts; developed and produced RFPs. Provided technical assistance to government entities. Advised government on 44CFR issues. Represented local government in handling FEMA issues.



- Managed construction contracts in the Southern United States and Honduras.
- Personally managed marketing and operations for disaster recovery work. Conducted negotiations and hired subcontractors. Provided volume and cost estimates.
- Developed/managed incinerator projects, working closely with various political bodies.
- Provided environmental consulting services for government and private industry.
- Responsible for business development. Produced business models.
- Negotiated with USAID relating to multiple construction contracts in Honduras to resolve contract disputes.
- Gained the aid of U.S. embassy on behalf of company.
- Designed company's marketing program.

Waste Management, Inc. – New Orleans, Louisiana

Division President/General Manager – August 1996-February 2000

Waste Management, Inc. - Baton Rouge and South Louisiana Division – Baton Rouge, Louisiana
District Manager – July 1995-August 1996

- In final (New Orleans) assignment, held responsibility for commercial, residential, South Louisiana, and transfer divisions, with five satellite operations and a total of 500 personnel and 200+ vehicles serving 470,000 residences and 5000+ commercial and industrial accounts.
- Directed a \$70 million operation, with responsibility for profitability as well as administrative and financial structure and accountability; allocation of assets; financial projections and results; and other financial matters detailed previously for an operation providing a full array of environmental services, from industrial waste transportation and disposal to hospital and commercial waste collection and transportation to street sweeping services and disposal of municipal waste to leasing of modular offshore buildings.
- Structured five-year profit enhancement plan establishing goals for commercial revenue growth, price increases, incentive-based productivity improvement (focus on target marketing and productivity increases), long-term fixed vendor pricing, and requirements for R.O.I. analysis on capital purchases, minimum return requirements, and conversion to incentive-based compensation to limit annual wage increases.
- Oversaw sales and marketing efforts as well as daily operations and equipment maintenance; approved marketing plans; formulated and approved major bids/requests for proposals. Formulated and approved contract operating plans, acquisitions and mergers. Hired and worked closely with department managers to develop budgets and identify areas of potential cost savings. Purchased capital equipment. Negotiated favorable vendor pricing, maintenance labor agreements and contracts.
- Taught seminars; conducted workout team training and Effective Supervision training (beginning and advanced) for supervisors and managers in two states. Served as facilitator for company-wide leadership development training.
- Participated in grievance hearings and occasional arbitration hearings.
- Established and maintained strong and lasting community, political, media and Teamster relationships. Initiated and authorized political activities and contributions. Lobbied state legislature on transportation and environmental issues; state and local officials to obtain municipal contracts. Participated in numerous public hearings statewide. Represented company before other public bodies and at political functions.

Waste Management, Inc. - Commercial/Residential, New Orleans and St. Tammany Divisions –
New Orleans, Louisiana

General Manager – February 1989-July 1995



Waste Management, Inc. – New Orleans – New Orleans, Louisiana
Assistant General Manager – March 1988-February 1989

Waste Management, Inc. – Acadiana – Lafayette, Louisiana
Manager of Special Projects – January 1987-March 1988

Waste Management, Inc. – Acadiana – Lafayette, Louisiana
Sales Manager – September 1985-January 1987

Camel Industries – Lafayette, Louisiana
Co-founder/Manager – December 1980-September 1985

- Co-founded this commercial environmental services company. Built operation from its inception to \$3 million in annual sales volume before its 1985 sale to Waste Management.

ADDITIONAL EXPERIENCE/PROJECTS

- Raised campaign funds for state and local candidates.
- Served on executive committees for various state and local candidates.

ACCOMPLISHMENTS

- Negotiated and produced eight five-year federally funded government contracts to provide comprehensive disaster management services. Negotiated multiple disaster services contracts in Arkansas, Texas, and Louisiana to alleviate effects of December 2000 ice storms. Personally managed one of these contracts.
- Formed a strategic alliance group with seven major companies possessing expertise in counter-terrorism. Produced marketing plans and documents. Instrumental in securing multiple major state contracts to produce counter-terrorism assessment plans.
- Instrumental in generating \$100+ million in new municipal contracts in final five years. In first three years of final assignment, increased earnings before interest and taxes from a net loss to 26% net income. Achieved a 106% increase in commercial revenues over a nine-year period.
- Integral in executing five acquisitions, customer base assimilations, and conversions to corporate operations; implementing conversion of personally established business sold to subsequent employer. Participated in integration of five companies over a 13-year period, from a small local company to a \$2.4 million per annum commercial operation.
- Developed a five-year growth plan which resulted in 2% per annum pre-tax growth. Addressed issues of market assessment and strategy, personnel development and training, estimates and goals by sales territory, data base and information implementation, price increase forecast and plans, individual account margin assessment, target account development and strategy, acquisition forecast and strategy, and direct mail campaigns.
- Together with a public relations consultant, developed five-year South Louisiana public relations strategy. Represented organization in radio and television campaigns and at local and national political events. Conducted presentations before numerous public bodies.
- Prepared, presented, and negotiated successful proposals for municipal and commercial contracts with major city and parish entities, including Jefferson and St. Bernard Parishes, cities of New Orleans and Kenner, school boards and other government organizations. Designed a video presentation; conducted video interviews of clients and public officials for Jefferson Parish Request for Proposal.
- Personally negotiated six labor contracts with Teamsters Union.
- More than doubled South Louisiana market revenues targeting low density areas for marketing campaigns. Identified maintenance efficiency benchmarks.



- Achieved one of the company's highest employee satisfaction ratings (determined by annual confidential survey by an independent firm) every year as manager/president.
- Formatted and outlined/structured an Urban Services Manual ultimately used by companies nationwide. Authored a Safety Systems and Practice Guide. Delivered a formal presentation on safety practices and methodology before chief executive officer and area vice presidents, which resulted in the President's Award detailed below.
- Received 1994 President's Award, a national honor presented before chairman of the board, chief executive officer, and senior corporate staff, for safety accomplishments and programs. Received 1993 Area Productivity Award, Regional Municipal Operation of the Year Award, and Leadership Circle for Sales Excellence Award.
- Early in professional career, built a company from its inception through five years of growth before selling to a major industry entity.

PROFESSIONAL AND COMMUNITY AFFILIATIONS

- Associated Builders and Contractors
- Greater New Orleans Chamber of Commerce
- Harvey Canal Business Association
- Louisiana Association of Business and Industry
- Metropolitan Hospital Association
- St. Pius Men's Club



Kristy L. Fuentes
Director of Business Development · Executive Secretary
Chief Executive Compliance Officer

6507 Memphis Street · New Orleans, Louisiana 70124 · 504-220-7682 · kfuentes@drcusa.com

EDUCATION:

University of New Orleans – New Orleans, LA

Marketing – 1993

Southeastern Louisiana University – Hammond, LA

Marketing – 1992-1993

EXPERIENCE:

DRC Emergency Services, LLC – Mobile, Alabama

Director of Business Development – 2013-present

- Management of DRC's marketing, sales and communications functions, providing client relations and assistance in the areas of planning, program management, disaster response, demolition contracting and regulatory compliance

Regional Manager – 2005-2013

- Management and oversight for all Louisiana projects since 2005, including Hurricanes Katrina, Gustav, Ike and Isaac recovery with state and local agency contracts.
- Specialty project management including "Katrina Vehicle and Vessel" recovery in the State of Louisiana for the Department of Environmental Quality, South Shore Harbor Vessel Removal, debris removal, marine debris removal and demolition programs in four parishes, including asbestos removal
- Managed contract and government relations in major disasters throughout the United States including but not limited to the Alabama tornados, Hurricane Irene in Maryland and New York, Hurricane Sandy, Ice Storm recovery in North and South Carolina
- Coordination of multi-million dollar shipment of all necessary materials and supplies to Haiti to erect a 350-man workforce housing facility in support of a US State Department work camp

Salon d'Amis – Chalmette, Louisiana

Owner – 2004-2005 (closed business following Hurricane Katrina)

- Managed eleven employees
- Organized all data to generate relevant management reports required for evaluation, decision-making and strategies formulation, including finance, revenue, personnel etc.
- Evaluated employees' performances
- Planned for future requirements in line with organization goals and growth policies

Lash Homes, Inc. – Chalmette, Louisiana

Project Management – 1998-2004

- Managed material, machinery and people for construction projects throughout New Orleans
- Ensured the safety of the employees
- Responsible for timely completion of projects



Casey, Babin and Casey – New Orleans, Louisiana

Real Estate Closing Coordinator – 1998-2004

- Arranged and managed documents for the legal proceedings containing real estate transactions
- Scheduled and orchestrated multiple real estate transactions daily

Jeffrey, Thomas, Avegno Engineers – New Orleans, Louisiana

Office Management and Accounting – 1992-1994

Ensured that organizational policies are followed at all times. Established standards, and enforced them.

- Coordinated with managers, executives and clients
- Managed and maintained payroll, accounts payable and accounts receivable



William A. (Tony) Swain · Field Supervisor

744B Cockle Street Surf City, NC. 28445 · 251-402-3052 · tswain@drcusa.com

EDUCATION/TRAINING

- NIMS-100, 200, 300 and 400
- 40-Hour Hazwopper training
- State of Florida certification for LBR sampling and testing for DOT base rock
- QC Management Training Certification for Army Corp of Engineers
- Certified CPR and First Aid training

QUALIFICATIONS

- **Construction Project Management:** Managing all phases of construction projects; estimating; maintaining quality and cost control; conducting weekly safety meetings; day to day management of base rock mine, hard rock mine, asphalt plant, concrete, and block plants; senior project manager of several large debris projects.
- **Administration:** Administering project budgets; approving all expenditures and payroll; ensuring compliance with government regulations; development and implementation of policies and procedures; preparing all project documentation for billing; overseeing asphalt laboratory to maintain quality control; QC management for Joplin, Mo. Tornado project.
- **Supervision/Training:** Supervising project managers, foremen, laborers and office personnel; procurement of subcontractors; training and evaluating all subcontractors.

EXPERIENCE

DRC Emergency Services, LLC – Mobile, Alabama

Regional Manager for North and South Carolina – 2009-present

Simultaneously, DRC's contracts in North Carolina, were activated in New Hanover County, Pender County, the City of Wilmington for debris removal and reduction of approximately 400,000 cubic yards of debris. The winter of 2014 ended with a late ice storm in the first week of March in the State of North Carolina.

- Regional Manager for contracts in eight counties for the South Carolina Department of Transportation in 2014; helped remove debris from over 12,000 miles of roadway and trimmed over 225,000 trees following Ice Storm Pax; managed and operated over fifteen Debris Management Sites, reducing and recycling over 1.5 million cubic yards of debris
- Senior Project Manager for contracts with the City of Wilmington, New Hanover and Pender Counties in North Carolina in 2014, removing approximately 400,000 cubic yards of debris following ice storms; simultaneously directed ice storm debris removal in the Cities of Thomasville and Archdale, North Carolina in late March 2014
- Acted as senior project manager during emergency debris removal in Piscataway Township, NJ and for the New York Department of Transportation following Superstorm Sandy in 2013
- Logistics for Virginia Department of Emergency Management after several strong storms in Bath, Allegany and Rockwell Counties in June-July 2012
- Project manager for 3 North Carolina counties, Wilson, Green and Johnston, in 2012
- Senior project manager overseeing seven jobs that activated in the aftermath of Hurricane Irene in 2012
- Managed beach restoration projects in Surf City, NC and N. Topsail Beach, NC
- Project manager for Escambia County, FL for the removal of oil from Pensacola and Perdido Bays. Management of all opening and closings of turbidity boom covering the openings of numerous estuaries in both bays on a 24-hour basis



- Virginia Department of Emergency Management - logistics for ice storm in Western Virginia.
- City of Baltimore, Anne Arundel County, Prince William County, VDOT, and the City of Arlington - snow removal after the accumulation of 80 inches of snow
- City of Richmond - ice and snow removal

Cahaba Disaster Recovery, LLC – (acquired by DRC) – Mobile, Alabama

Project Manager – 2007-2009

- Iberia Parish, LA - Vegetative removal and reduction C&D removal and separation, leaners, hangers, stumps, white goods
- New Orleans, LA - Demo of houses flooded during Hurricane Katrina
- Springfield, MO - Removal of vegetative debris from ROW, leaners, hangers, stumps, and reduction of all materials; site restoration
- Amhurst, NY- vegetative removal and reduction from early snow storm

FDR-Florida Disaster Recovery, LLC – Florida Keys, FL

Client Relations and Management – 2006-2007

- Florida Keys - Managed a roll-off container company that operated from Homestead to Key West

Grubbs Emergency Services LLC/Grubbs Construction Company, Inc. – Brooksville, FL

General Manager, Procurement Administrator, Mine Management – 1998-2006

- City of Miami - Project manager, procurement - Vegetative, C&D, hangers, leaners, stumps, removal, reduction and haul off of mulch
- Oversaw twenty projects in the S. Florida area after Hurricanes Katrina and Wilma
- Hurricanes Charlie, Frances, and Jeanne - Project manager and procurement for forty-six contracts activated in Seminole, Osceola, DeSoto, Pasco, Marion, and Lake Counties; scope included removal of vegetative and C&D and all associated tree work.
- Procured all subcontractors for forty-six separate contracts in 2004 and twenty-one contracts in 2005, as well as overseeing billing/collections to clients and payments to subcontractors
- Completed all projects on or ahead of schedule and all clients received the FEMA reimbursement they were expecting



Alexander William Martin, Crew Supervisor
6471 NE CR 660 · Arcadia, FL 34266 · 863.990.4256 · amartin@drcusa.com

QUALIFICATIONS

- Heavy Equipment Operator
- Manages daily operations
- Plan and coordinate all aspects of the construction process, including hiring contractors, working with engineers and specific aspects of large projects
- Secure permits and licenses and delivery of materials and equipment
- Confer with management and municipalities to monitor progress
- Ensures compliance with FEMA specifications and guidelines
- Ensures compliance with environmental agencies
- Coordinates and operates with city officials with receiving full FEMA benefits
- Responsible for bidding and pricing for contracts

EXPERIENCE**New York State Debris Removal for District 10**

- 800,000 yards of debris and removed 6,000 hangers

Jefferson Parish, LA

- Removed 170,000 cubic yards of debris in 45 day

Fall Maintenance Corpus Christi, TX

- 32,486 cubic yards of debris

Houston Drought Trees

- Removed over 20,000 trees damaged by drought and recycled all the material for the city of Houston

Alabama Tornados

- Responsible for Birmingham, Pleasant Grove and the DOT roads in Birmingham

New Orleans Demo Project Manager for Cahaba Disaster Recovery**BP Oil Spill Project Manager for Cahaba Disaster Recovery, Plaquemines Parish, LA****Hurricane Ike, City of Galveston, TX**

- Salt Water Kill Tree Removal

Project Manager for Cahaba Disaster Recovery

- Responsible for 30,000 salt water damaged trees

Iberville Parish, Louisiana

- Hazardous trees, limb and stump removal

Ice Storm – Lexington, KY

- Over 100,000 yards of debris removed
- Removed dangerous trees in over 100 parks



Hurricane Gustav, Tangipahoa Parish, LA

- 100,000 yards of grinding and debris removed, 30,000 hangers and 50,000 yards of haulout

City of New Orleans Hurricane Gustav Project Manager for Cahaba Disaster Recovery**Snow Storm Buffalo, NY**

- 1,000,000 cubic yards

Hurricane Dennis, Santa Rosa and Okaloosa County**Orleans Parish, LA**

- Car and vessel removal

St. Tammany Parish, LA

- Hazardous tree removal and demolition of residential and commercial structures

Hurricane Katrina 2005 – 2008

- Cars and vessels, Orleans Parish, LA
- Debris, leaners, and hangers in Milton, FL
- White goods in Monroe County, FL
- Debris pickup in Jefferson Parish, LA
- Debris pickup on LA-DOT
- Debris pickup in Hattiesburg, MS
- Demo, New Orleans

Hurricanes Charlie, Frances, Jean, and Ivan

- Orlando, FL
- Miramar, FL
- Sunrise, FL
- Miami Dade County, FL
- Monroe County, FL
- Hialeah, FL
- Homestead, FL

Hurricane Rita

- Beaumont, TX

Flood 2004

- Houston, TX

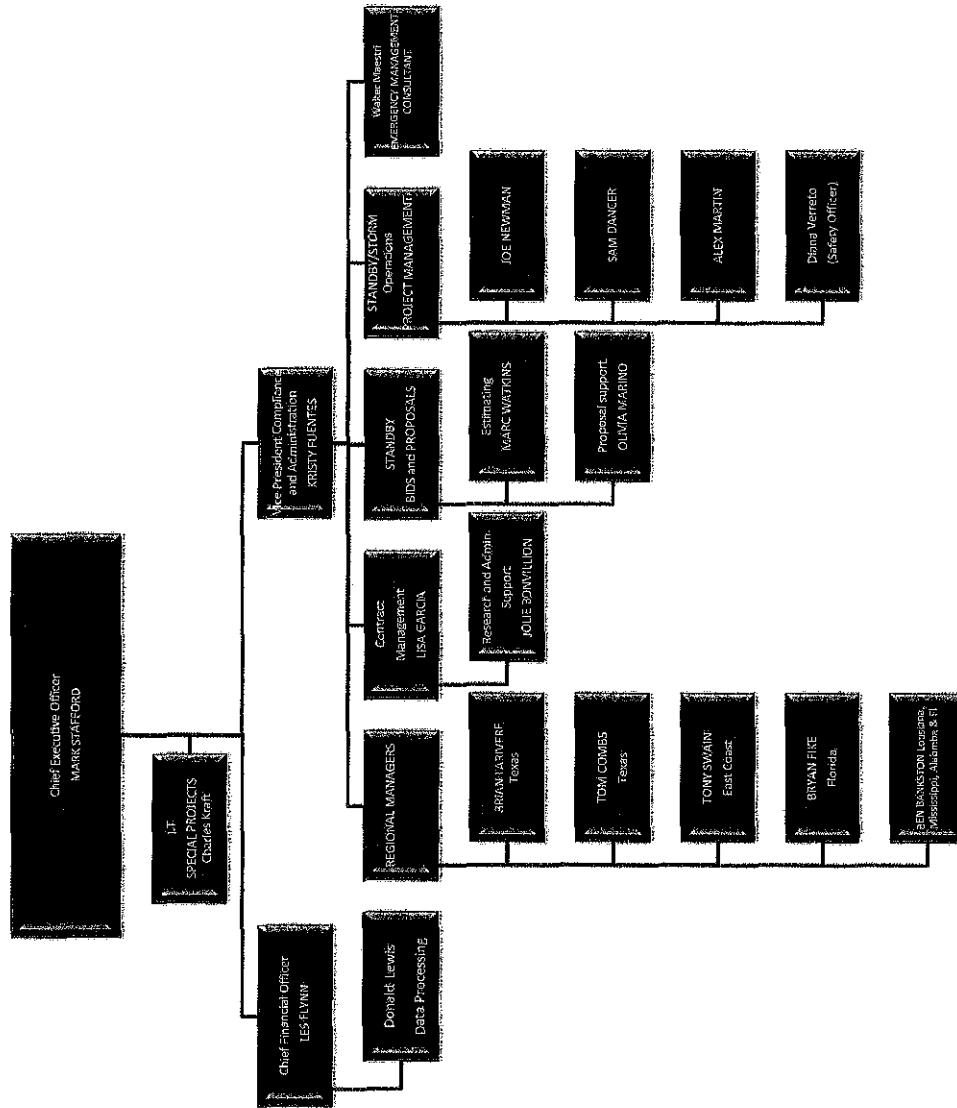
Hurricane Isabel 2003

- Virginia

1998-2004

- Owned and operated Rose Hill Landscaping and Lawn Maintenance and Rose Hill Waste
- Rose Hill Waste was a subcontractor of Cahaba





PROJECT REQUIREMENTS

PROJECT REQUIREMENTS

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INTRODUCTION

DRC Emergency Services, LLC, is uniquely qualified to understand and serve the disaster management and debris clearing needs of Jefferson County. Responding to natural and man-made disasters and emergency clearing of debris is the core business of DRC and has been for over fourteen years. In sum, DRC has years of technical experience in successfully meeting every need encompassed by the Scope of Work in this RFP in the context of every scenario envisioned by this RFP.

More importantly, DRC has extensive experience in serving the needs of the State of Texas, having responded to several disasters there over the past few years. DRC has thorough knowledge of the State, active and potential debris sites, collection routes and policies and procedures. Moreover, DRC has developed strong relationships with local partners and officials involved in cleanup efforts. Finally, DRC also has an office in nearby Houston, Texas, as well as a branch office in New Orleans, Louisiana.

DETAILED WORK PLAN

DRC Emergency Services (DRC ES) will mobilize the appropriate number of personnel and equipment crews as required immediately upon request. Advance deployments will be strategically staged in advance of a predicted weather event. DRC ES will commence mobilization of equipment, operators, and laborers immediately upon receipt of a Task Order Notice to Proceed that shall meet all requirements of the Jefferson County, Texas.

DRC Emergency Services (DRC ES) proposes the following time frames in which services can be provided without unwarranted delay or interference. DRC ES will mobilize the appropriate number of personnel and equipment crews as required immediately upon request. Advance deployments will be strategically staged in advance of a predicted weather event. DRC ES will commence mobilization of equipment, operators, and laborers immediately upon receipt of a Task Order Notice to Proceed that shall meet all requirements of Jefferson County, Texas.

ANTICIPATED TIMELINES

Strategic Plan

DRC in conjunction with EMC/EOC will develop a strategic plan for disaster recovery services and submit 12 hard copies and same documentation on one CD-rom in Adobe Acrobat format to the County for approval 14 days prior to the pre-event planning meeting.

Project Mobilization Team

DRC's Project Mobilization Team of Project Managers and administrative staff will be on site within 12 hours of Task Order notification prior to or immediately following a disaster event.

Rapid Deployment Crews



The DRC full project administrative staff will be on site with 24 hours of Task Order. Within 24 hours of Task Order Notice to Proceed, DRC will commence debris removal operations with 5 or more Rapid Deployment Crews.

Operations Manager

The Senior Management together with the Project Management Team will assign and provide a DRC Operations Manager to the Jefferson County, Texas. The Operations Manager will henceforth be on call and available to respond to the Contracting Officer 24 hours a day, 7 days a week throughout the life of the Task Order. The DRC Operations Manager will have full electronic linkage to the Jefferson County, Texas via cell phone, satellite phone, internet, and/or two-way radios.

Operational Plans

Within 3 days of Task Order Notice to Proceed, DRC will furnish the contracting officer with a Management/Operations plan specific to the Task Order, with Quality Control Plan and Site Specific Safety Plan. DRC will also furnish the client with a complete Subcontracting Plan listing all subcontractors.

Measurement

Beginning during Mobilization, trucks and trailers used for the purpose of transporting debris will be measured by the Jefferson County, Texas or representative thereof. DRC will provide appropriate measurement forms as specified by the Jefferson County, Texas.

ADMS Implementation

The Project Mobilization Team will begin implementation of the Automated Debris Management System (ADMS) within 72 hours. Full implementation will be complete in no more than 30 days. DRC will provide multipart paper-based debris tracking materials until such time as the ADMS is fully implemented.

TDSRS Establishment

Within 24 hours of Task Order Notice to Proceed, personnel and equipment will be deployed to establish Temporary Debris Storage and Reduction Sites (TDSRS) at locations identified in conjunction with local governmental entities.

Listed below are the possible TDSR facilities provided by Jefferson County. Along with these sites, DRC will assist the county in finding additional TDSR sites in the event of a disaster.

Undeveloped Land
Owner: Jefferson County
Interstate 10 East at Major Drive
Size: 150 acres

Undeveloped Land
Owner: Jefferson County
Highway 365 & Jade Road
Size: 20 acres

Undeveloped Land



Owner: Jefferson County
Highway 73 & Big Hill Road
Size: 300 acres

TDSRS teams will also secure all necessary clearances, permits, and licenses to operate the site and will submit Site Plans to the Jefferson County, Texas complete with Site Specific Safety and/or Accident Prevention Plans, a Traffic Control Plan to properly manage site ingress and egress, a Dust Control Plan, and/or a Fire Prevention Plan. Within 48-72 hours, TDSRSs will be fully operational complete with ingress and egress points, inspection towers, water runoff protection, and containment berms and/or geotextile.

Emergency Command Center Facilities

DRC's Project Mobilization Team will arrive with or immediately deploy our state-of-the-art Mobile Command Center.

Emergency Base Camp

Within 72-96 hours, DRC and Base Logistics will establish a fully operational base camp for up to 1000 persons within a disaster area. Camp will operate 24/7; operate for 30 or more days; and is approximately 2-10 acres.

Emergency Debris Clearance (Push)

This operation is accomplished when time is of the essence, normally within the first 72 (plus or minus) hours after an event.

Right of Way Clearing

Within 24 hours of Task Order Notice to Proceed, DRC will commence debris removal operations with 5 or more Debris Removal Crews.

EMERGENCY DEBRIS CLEARANCE (PUSH)

As tasked by the Jefferson County, Texas, DRC will provide Emergency Road Clearance which involves the emergency clearing, cutting, tossing and/or pushing of debris from the primary transportation routes to the medians or sides of the public rights-of-way (ROW). Under direction of the Jefferson County, Texas, DRC crews will work independently or in conjunction with Jefferson County, Texas crews to temporarily clear debris from pre-designated critical arteries to facilitate the movement of emergency vehicles and other critical traffic in the immediate aftermath of a disaster. Only a single lane is usually cleared at first with the additional lanes being cleared according to the needs and requirements of the affected community. In addition, entrances and routes to hospitals and emergency service facilities, such as fire and police departments, are given priority for this emergency debris and fallen tree clearance.

The equipment utilized in this operation can include, but is not limited to: large rubber tired loaders with grapples or rakes; small bobcat type loaders to access narrow areas; and other specialized clearing equipment as may be required by local conditions. Additionally, service



trucks for maintenance and/or fuel and vehicles for personnel transportation and supervision are required. Personnel, such as heavy equipment operators, truck drivers, and operators with chainsaws, general laborers with tools, flagmen, mechanics, supervisors, and project managers are usually required.

This operation is accomplished when time is of the essence, normally within the first 72 (plus or minus) hours after an event. Although this is a time critical operation, safety of personnel and the general public is paramount to a successful operation. Extreme caution must be exercised during this phase of the debris management operation to avoid downed live electrical wires and other such dangerous circumstances. Once this task is accomplished, or coinciding with the progress of this task, debris removal from public easements, property and rights-of-way begins.

EMERGENCY PUSH EQUIPMENT AND CREWS

DRC FIELD SUPERVISORS/CREW FOREMEN - Field supervisors will report to the senior field supervisor/project manager. All supervisors will be responsible to ensure work is conducted only in those areas designated by the government. Supervisors will not allow work to commence in additional areas until directed by government task order. Supervisors shall be responsible for the safety of all personnel and equipment. Supervisors will be responsible for collection of daily personnel and equipment time logs, and their distribution to the Company designated representative with a copy given to the government. Crew foremen will report to their designated supervisor. Foremen will be responsible to ensure work assignments received from their supervisor is completed to the requirement of the government task order. Foremen will be responsible for maintaining the daily personnel and equipment time logs.

EQUIPMENT CREWS

As required by Mobilization Task Order, DRC shall provide equipment, with operators and laborers, for debris clearance and all labor, equipment, tools, and materials necessary to fully operate and maintain.

Crews and equipment typically deployed:

- Rubber tire loaders with blades, buckets or grapples.
- Rubber tire loaders with rakes will be used where needed.
- Rubber tire excavators will be used where needed.
- Track equipment will not be utilized unless tasked by the government.
- Excavators with street tracks and thumbs can be utilized if required/approved by government tasking.

HAND CREWS - CHAINSAW CREW - 1 or 2 laborers with sufficient hand tools will assist a chainsaw operator.

MAINTENANCE/FUEL VEHICLES AND PERSONNEL - Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment



operations. Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance to ensure equipment operations.

LABOR CREW - 1 or 2 laborers with sufficient hand tools will accompany each piece of heavy equipment.

DEBRIS CLEARANCE OPERATIONS

- Clear debris from roads in the order of and number of lanes as tasked by Jefferson County, Texas.
- Clear debris from parking lots, areas of ingress and egress and any other area of hospitals, shelters, emergency operations center, etc. as tasked by the Jefferson County, Texas.
- The priority of this operation is to clear the debris.
- Operators and hand crews will be instructed to perform in a workman like manner to prevent damage to salvageable and/or undamaged property and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.
- Attempt to make roadways and intersections as safe as possible from sight and traffic obstructions to ensure compliance with the Accident Prevention Plan and Site Specific Safety Plan.
- All supervisors will maintain personnel and equipment hours on a per day basis.

DEBRIS REMOVAL (LOAD AND HAUL)

OPERATIONS - All debris will be picked up and loaded into haul trucks in a safe and workman-like manner to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. *Safety will not be compromised.* All crew foreman and field supervisors will be responsible to ensure a rapid and cost effective as possible operation. Hand crews, to ensure maximum loading and safe transport of material, will size all vegetative debris. All construction and demolition materials will be sized using heavy equipment to ensure maximum loading and safe transport of materials within EPA and DOT standards. Obvious hazardous materials will be dealt with in accordance with the Government task order and the Corporate Environmental Protection Plan and in compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at each approach point of the work area to maintain traffic control and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Additional traffic control personnel will be stationed throughout the area, as needed, to ensure safe operations.

This operation specifically entails the recovery and removal (pick-up and hauling) of all eligible debris from public easements, property and rights-of-way to designated Debris Management Sites and/or directly to a final disposal site. Eligible debris is typically that debris which was either generated directly by the event or as a result of the event, and is in the public Right of Way and not on private property:



1. Vegetative debris (stumps, logs and limbs)
2. Construction and demolition (C&D) debris
3. Metallic debris
4. White goods (refrigerators, air conditioners, washers and dryers, etc.)
5. Electronics
6. Household Garbage
7. Hazardous and toxic wastes (HTW) (industrial, commercial and household)
8. Asbestos Containing Material (ACM)

The equipment and personnel utilized for each operational phase will vary by the type, quantity and location and proposed disposal and/or reduction method of the debris. In all operations, regardless of type of debris, appropriate personal protective equipment for personnel is critical and will be employed.

DRC will cover loads with tarpaulins to contain debris.

MAJOR DEBRIS TYPES AND SPECIALIZED REQUIREMENTS

A. Vegetative Debris

Vegetative debris operations equipment may include, but is not limited to: rubber tired loaders with buckets, rakes, grapples, or 4 in 1 buckets; rubber tired excavators with grapples or thumbs; telehandlers; track type loaders with rakes, grapples or 4 in 1 buckets (to be utilized only under certain permitted conditions); trailer or truck mounted knuckle booms with grapples or clam shells; self-loading trucks (knuckle boom with grapples or clam shells); farm type tractors with box blades, flat blades or brooms; bobcat type loaders; bucket trucks with 50' booms for hazardous tree and limb trimming; 30 ton or larger cranes to remove heavy stumps and or trunks; haul trucks ranging in size from 16 to 120 cubic yard capacity; roll-off dumpsters; flat-bed tractor trailers to transport equipment or stumps and oversized tree trunks, fuel and service trucks.

Vegetative debris operations personnel requirements may include, but are not limited to, equipment operators; superintendents with trucks; foremen with trucks; operators with chainsaws; traffic control personnel; general laborers with tools; safety personnel; mechanics; hazardous materials technicians; documentation personnel; quality assurance personnel and project managers.

It is the policy of DRC to maintain all debris work sites at the appropriate use standards, safety standards, and regulatory requirements. Debris removal operations should be closely overseen by Jefferson County, Texas or Jefferson County, Texas-approved representative and/or foreman on-site during all working hours. These representatives are to ensure and document the removal and recovery of only eligible debris and should initiate the multi-part debris documentation program.

B. Construction and Demolition (C & D) Debris



C&D debris operations may utilize the same equipment as listed above for vegetative debris. Curbside separation by the contractor and public can be very important to ensure proper segregation of vegetative from C & D debris and to attempt to segregate any hazardous and/or household hazardous waste. A debris pick-up and haul operation that is primarily focused on C&D debris may also require equipment such as: D-6 or larger dozers; track-type excavators with impact hammers, electromagnets and/or concrete shears and/or grapples, and other specialized equipment to segregate or prepare the debris for transport. The personnel requirements for C&D debris operations are similar if not identical to those of vegetative debris operations. DRC and its subcontractors own or have access to the equipment required for these services, including front-end loaders, excavators, rubber-tired backhoes, most with grapples or 4 in 1 buckets, knuckle boom loaders, dump trucks, dump trailers and service trucks.

C. Metallic Debris and White Goods

White goods can present a difficult dilemma to the recovery efforts. If the white goods contain Freon, this Freon must be removed before it is accidentally released into the air in violation of the U.S. Environmental Protection Agency regulations. Typically, white goods are moved to debris management sites prior to Freon removal so the removal activities can be more effectively monitored and thoroughly controlled. Freon is then removed by a licensed Freon recycler and the white goods are crushed or shredded in the recycling program.

White goods recovery (pick-up and haul), with the exception of white goods requiring Freon recovery, is treated and accomplished as though it were either C&D debris or recyclable debris, dependent upon the final disposal source. Each Freon containing piece of white goods should be hand or mechanically loaded in such a way as to not allow crushing of the Freon lines or premature release of the Freon. Equipment and personnel would also be treated as a C&D debris or recyclable debris operation, dependent upon the final disposal source. DRC has extensive experience with white goods and Freon recovery. DRC recovered, shred and removed an estimated 80,000 pieces of white goods in one major storm alone.

Removal of Freon, chemicals, food, and/or fluids from white goods will be accomplished only by properly licensed and credentialed personnel.

D. Hazardous and Toxic Waste

Hazardous and toxic waste (HTW) is a special operational aspect that must be accomplished with very precise, pre-established standards and regulations. Safety to the workers, government employees and the citizens of the area is paramount. With this in mind, DRC works with its specialized subcontractors to establish and implement proper handling procedures for HTW, including household hazardous waste, which, after a disaster, may become concentrated and no longer considered diminimous. These procedures include the segregation and removal of HTW from the debris stream at the curbside, prior to the recovery of other debris and sorting and additional recovery of HTW within each TDSRS site. Recovered HTW is removed to a proper disposal site or temporarily stored in the HTW disposal areas constructed within each TDSRS



site as required. HTW must be collected, handled and disposed of by specially trained HAZMAT technicians. In addition, DRC may utilize national or regional firms who are fully licensed and accredited to manage, handle and dispose of HTW. These firms may be utilized by DRC and/or DRC Environmental, Inc. for professional and immediate HTW recovery support on an emergency basis.

E. Asbestos Containing Materials

Known or suspect asbestos containing material will be segregated from other debris and handled only by licensed and certified asbestos contractor/supervisors, of which DRC has 5 on staff. ACMs will be encapsulated for hauling, typically in a "burrito" style containment or wrap, and brought directly to an asbestos accepting disposal facility.

In sum, all special wastes will be handled according to the removal and disposal specifications of the Jefferson County, Texas and will conform to all local, state, and federal environmental, legal, and transportation regulations and will be performed only by licensed, certified, and otherwise properly credentialed personnel and/or subcontractors.

DEBRIS REMOVAL FIELD PERSONNEL

FIELD SUPERVISORS/CREW FOREMEN - Field supervisors will report to the senior field supervisor. All supervisors will be responsible to ensure work is conducted only in those areas designated by the government. Supervisors will not allow work to commence in additional areas until directed by government task order. Supervisors shall be responsible for the safety of all personnel and equipment. Supervisors will be responsible for collection of daily personnel and equipment time logs, and their distribution to the Company designated representative with a copy given to the government. Crew foremen will report to their designated supervisor. Foremen will be responsible to ensure work assignments received from their supervisor are completed to the requirements of the government task order. Foremen will be responsible for maintaining the daily personnel and equipment time logs.

MAINTENANCE/FUEL VEHICLES AND PERSONNEL - Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations. Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance to ensure equipment operations.

HAND CREWS - 1 – 2 laborers with sufficient hand tools will accompany each piece of heavy equipment where necessary.

DEBRIS HAULING

Debris hauling will consist of 2 distinct operations as follows:



- Hauling of unreduced debris from origination point to debris management sites.
- Hauling of reduced debris from debris management sites to final disposal site.
- Hauling of unreduced debris from origination point to final disposal with no intermediate stops.

Construction and demolition debris, as well as special wastes, may require hauling directly to final disposal site from point of origination, if reduction of construction and demolition is prohibited by Local, State or Federal EPA standards. Otherwise, C&D Debris can be staged at TDSRS for speedy recovery than transferred to approved final disposal sites.

All field supervisors will ensure that all hauling operations comply with Local, State and Federal DOT standards in effect at that time and ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.

FIELD SUPERVISORS/CREW FOREMEN - Field supervisors will report to the senior field supervisor. All supervisors will be responsible to ensure work is conducted only in those areas designated by the government. Supervisors will not allow work to commence in additional areas until directed by government task order. Supervisors shall be responsible for the safety of all personnel and equipment. Supervisors will be responsible for collection of daily personnel and equipment time logs, and their distribution to the Company designated representative with a copy given to the government. Supervisors will be responsible for collecting load/haul tickets and daily load/haul logs from haul truck operators. The supervisor will complete forms. Crew foremen will report to their designated supervisor. Foremen will be responsible to ensure work assignments received from their supervisor are completed to the requirements of the government task order. Foremen will be responsible for maintaining the daily personnel and equipment time logs.

EQUIPMENT CREWS - Debris hauling equipment will include, but is not limited to:

- 16-20 cubic yard dump trucks
- 21-30 cubic yard dump trucks
- 30-50 cubic yard tractor trailers
- 50-75 cubic yard tractor trailers
- 75-100+ cubic yard tractor trailers
- Roll-off dumpsters
- Other specialized hauling equipment

Past experience has shown that the farther the haul distance, larger capacity trucks are more cost effective.

Haul truck bed configurations - All haul truck beds shall be equipped with tailgates constructed of materials (i.e.- chain link fence, safety fence, etc.) that will safely contain debris, allow each haul truck to be loaded to its capacity and also allow rapid dumping of debris from the bed. Any haul truck bed that has or will have vertical extensions installed, will comply with the following



restrictions. Haul truck bed extensions shall comply with all applicable Local, State and Federal laws. Bed extensions, when installed, will be located and secured to the front-end, left side and right side of the bed. Bed extensions shall not extend beyond 24 inches above the manufacturers bed height. Bed extensions will be constructed of not less than 2" x 6" lumber placed flush against the manufacturer's bed and each subsequent piece of lumber to withstand loader impact. Lumber will be secured to the manufacturer's bed with angle or channel iron and bolts. Each side extension will be secured with metal brackets and bolts to the front-end extension.

All supervisors will utilize the check sheet provided by The Company Safety Officer to ensure all safety equipment is maintained and operable on all debris hauling equipment to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.

MAINTENANCE/FUEL VEHICLES AND PERSONNEL - Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations. Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance to ensure equipment operations.

OPERATIONS - All field supervisors shall ensure that all debris-hauling operators are licensed and/or certified to operate required equipment. All debris-hauling operators will be given area maps designating assignment/authorized areas of operations as well as transport routes designated and/or approved by the Jefferson County, Texas. All debris haul operators shall visibly display colored signs provided by the Company. The Company signs are affixed on the driver and passenger doors of the vehicle cab and are at least 12 inches by 16 inches in size. Any signs provided by the government will be displayed on both sides of the forward most section of the vehicle bed, unless otherwise directed by the task order. Colored paper signs/passes will be displayed in the driver's side windshield of each vehicle. Each sign/pass will contain the following information:

- Company Logo
- Prime Contractor
- Subcontractor
- Truck Number
- Cubic Yard Capacity or Tare Weight
- Name of Inspector and Inspection Date

All debris haul operators shall maintain the numbered debris hauling/transportation documentation/verification forms. All supervisors will be responsible to ensure that all

DRC Emergency Services, LLC									
Contract #	_____								
Location	_____								
Cubic Yard Load Ticket									
No. 132191									
Agency Initials	Zone/Area								
Mileage									
Date:	_____								
Time:	_____								
Crew No.:	Pick-Up Location:								
Cubic Yard Total:									
Truck No.:	Truck Capacity:								
Materials: <table style="margin-left: 20px;"> <tr> <td><input type="checkbox"/> Vegetative</td> <td>Miles</td> </tr> <tr> <td><input type="checkbox"/> C + D</td> <td><input type="checkbox"/> 0 - 15</td> </tr> <tr> <td><input type="checkbox"/> White Goods</td> <td><input type="checkbox"/> 16 - 30</td> </tr> <tr> <td><input type="checkbox"/> OTHER</td> <td><input type="checkbox"/> 31 - 50</td> </tr> </table>		<input type="checkbox"/> Vegetative	Miles	<input type="checkbox"/> C + D	<input type="checkbox"/> 0 - 15	<input type="checkbox"/> White Goods	<input type="checkbox"/> 16 - 30	<input type="checkbox"/> OTHER	<input type="checkbox"/> 31 - 50
<input type="checkbox"/> Vegetative	Miles								
<input type="checkbox"/> C + D	<input type="checkbox"/> 0 - 15								
<input type="checkbox"/> White Goods	<input type="checkbox"/> 16 - 30								
<input type="checkbox"/> OTHER	<input type="checkbox"/> 31 - 50								
Comments: _____									
Signatures: _____									
Agency: _____									
DRC ES, LLC: _____									



employees utilizing and/or inputting information on the form are procedurally trained. It will be each supervisor's responsibility to maintain a supply of the required number of forms. Forms will be distributed by supervisors/foremen to debris haul operators during debris pick-up operations after completing appropriate forms. All debris haul operators will maintain daily ticket/haul records to be turned into field supervisors, with copies of load tickets at close of business each day.

TEMPORARY DEBRIS STAGING AND REDUCTION SITE MANAGEMENT

Site Establishment

DRC shall provide all specified equipment, operators, and laborers for dumpsite management, debris reduction operations, and provision of an Automated Debris Management System.

Within 24 hours of Task Order Notice to Proceed, personnel and equipment will be deployed to establish Temporary Debris Storage and Reduction Sites (TDSRS) at locations identified in conjunction with the Jefferson County, Texas and local governmental entities, including, but not limited to the building of roads, erecting of fences, construction of containment areas, and placement of inspection towers. At minimum, the TDSRS equipment and crews will consist of: Air Curtain Incinerator, 1 Trackhoe, 2 Dozers, 2 towers, 5 16-20 cubic yard dump trucks, 1 rubber tired loader, 1 water truck, 1 motor grader, Tub Grinder, 1 Site Manager, 1, Night Manager, 8 equipment operators, 2 Supervisors, 5 laborers, Light Plants, HTW containment systems.

TDSRS teams will also secure all necessary clearances, permits, and licenses to operate the site and will submit Site Plans to the Jefferson County, Texas complete with Site Specific Safety and/or Accident Prevention Plans, a Traffic Control Plan to properly manage site ingress and egress, a Dust Control Plan, and/or a Fire Prevention Plan. Within 48-72 hours, TDSRSs will be fully operational complete with ingress and egress points, inspection towers, water runoff protection, and containment berms and/or geotextile.

Site selection will typically be the responsibility of the Jefferson County, Texas or can be accomplished by DRC in conjunction with the Jefferson County, Texas. Site locations are normally reviewed and approved in advance for future disaster events. Site selection criteria includes ownership (privately owned vs. the preferred government owned site), size requirements based on quantity of debris projected, location within or in the proximity of the affected area, and the history of the site (such as historical or archaeological significance, environmental impact, security considerations and proximity to the general public).

DRC normally operates and manages an appropriate number of TDSRS sites strategically located throughout the disaster area to accept and process all categories of debris. Primary site preparation may include, but is not necessarily limited to, construction and maintenance of primary roads for ingress or egress, and any roads required within the site, environmental requirements, inspection and observation towers, wind-blown debris control fencing, silt fencing and storm-water retention and diversion berms. To facilitate the documentation and quality control system utilized by DRC, a sturdy roofed inspection towers are constructed and/or



delivered during this early phase of site preparations. DRC also typically constructs an area for office trailers and parking for administrative personnel, inspectors and Jefferson County, Texas personnel.

The inspection of every load, in and out, is critical to the documentation of the overall process. The TDSRS site inspection towers are the location of the load verification and documentation programs of all incoming and, later outgoing, debris. Once documented, all debris is processed in accordance with applicable local, state and federal rules, standards, and regulations.

CREW AND EQUIPMENT DETAIL

FIELD SUPERVISORS/CREW FOREMEN - Field supervisors will report to the senior field supervisor. Debris staging site supervisors will be responsible for management of all operations of the debris staging site to include site safety, haul load inspection, segregation, traffic control, dumping, reduction, security and remediation. Supervisors shall be responsible for the safety of all personnel and equipment to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Supervisors will be responsible for collection of daily personnel and equipment time logs, and their distribution to the Company designated representative with a copy given to the government. Supervisors will be responsible for collecting load/haul tickets and daily load/haul logs from haul truck operators. Inspection tower personnel will complete the forms. Crew foremen will report to their designated supervisor. Foremen will be responsible to ensure work assignments received from their supervisor are completed to the requirements of the government task order. Foremen will be responsible for maintaining the daily personnel and equipment time logs.

EQUIPMENT - Debris staging site equipment may include but is not limited to the following:

- Excavators with thumb
- Track type tractors with root rakes
- Track type tractors with push blade
- Farm type tractor with box blade
- Motor grader
- Rubber tire loader
- Tub grinder
- Brush chipper
- Air curtain burner

All equipment will meet current safety standards.

MAINTENANCE/FUEL VEHICLES AND PERSONNEL - Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations. Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance to ensure equipment operations.



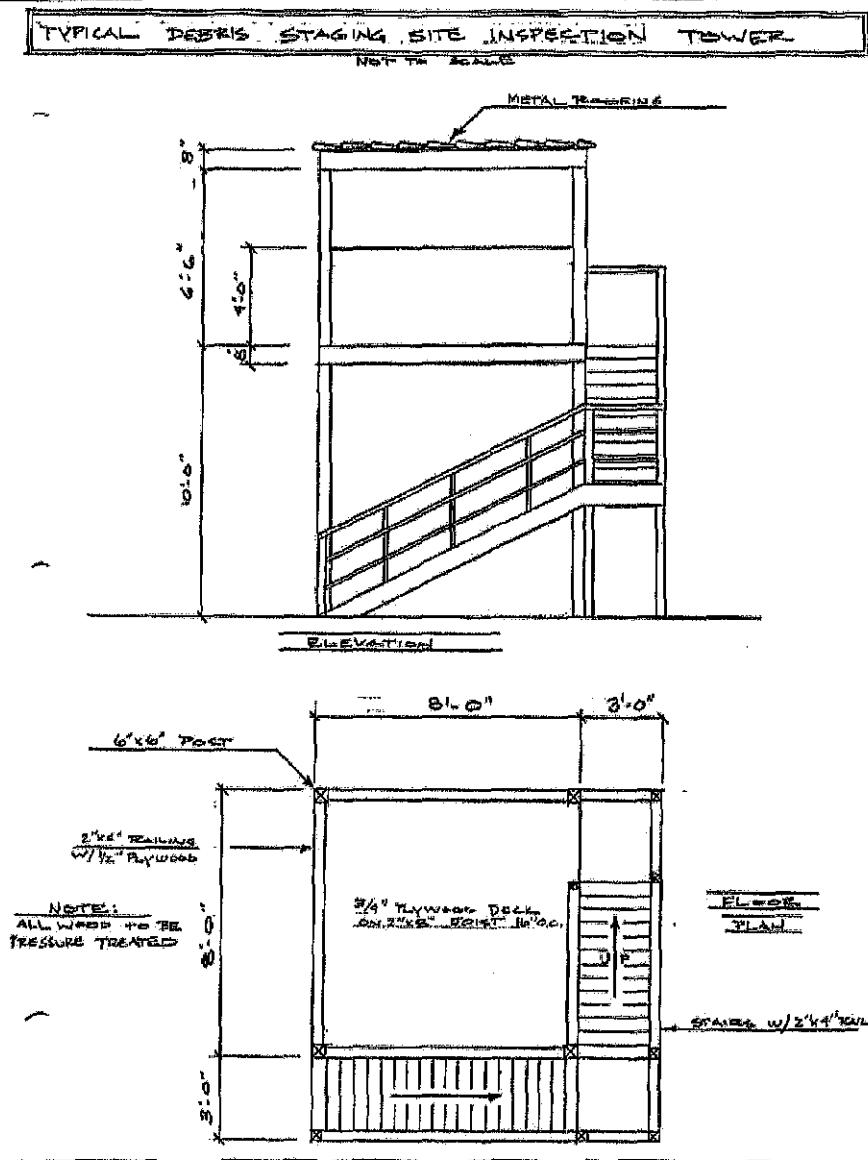
HAND CREWS (EACH) – 2-3 laborers with sufficient hand tools will accompany each piece of heavy equipment.

DEBRIS STAGING SITE KEY STEPS - The following information will be utilized to create a location specific site management plan and site safety plan to accompany this plan.

SITE ACCESS - Separate points of ingress and egress should be established if possible. Temporary acceleration and deceleration lanes should be established adjacent to the primary road leading to and from site access points, if approved by the Jefferson County, Texas and appropriate authority having jurisdiction over primary road right-of-way. All temporary roads leading to and through the debris-staging site should be constructed and maintained for all weather use (i.e. – rock laid roads).

INSPECTION TOWERS

Inspection towers shall be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. No less than two inspections towers should be utilized at each debris-staging site. One tower at point of ingress for use by company inspector and Government inspector, one tower at point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site, one tower may be utilized if ingress and egress point is the same. The egress tower should be manned by at least a representative of The Company. An example



blueprint, construction of, and design of a typical inspection tower for Jefferson County, Texas operations is attached at the end of this plan.

TRAFFIC CONTROLS - Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular and pedestrian traffic control. Additional traffic control personnel will be stationed throughout the site, as needed, to enforce proper dumping and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.

CLEARING AND GRADING - Clearing and grading of debris staging sites will be accomplished, to the level required, in accordance with the site management plan and task order from the Government.

ENVIRONMENTAL PROTECTION - The Company's "Environmental Protection Plan", which incorporates such issues as erosion control, hazardous and toxic wastes, dust and smoke control (Clean Water Act, Storm Water Act, Resource Conservation and Recovery Act, Superfund Amendments and Reauthorization Act and others), is incorporated in full by attachment at the end of this plan. Environmentally sensitive areas (i.e. - wetlands, habitat, historical sites, etc.) within, or in proximity to, a debris staging site, will be avoided, designated as sensitive, protected, and access restricted to the extent possible, from adverse impact. Activity within environmentally sensitive areas will be prohibited. All requirements of pertinent environmental standards will be complied with.

DEBRIS STORAGE AREAS - Debris will be segregated into 5 main areas of concern as follows unless otherwise instructed by the Government.

- Vegetative debris - Vegetative debris will be cleaned of C&D debris to the extent possible to facilitate compliance with requirements for reduction of vegetative debris.
- Construction and Demolition (C&D) Debris - C&D debris will be dampened prior to dumping and periodically as needed, to comply with Local, State and Federal EPA standards.
- Recyclable/salvage - Recyclable/salvageable materials will be stock piled in accordance with Government task order.
- White goods - White goods will be stock piled in accordance with Government task order.
- Hazardous and/or toxic wastes (HTW) - HTW will be segregated and stored in a Government approved containment area. All site personnel will receive a safety briefing regarding operations involving HTW to prevent personal injury and ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. HTW containment site perimeter will be posted and secured for personnel safety. An example template for Construction & Design of HTW containment site is attached at the end of this plan.

SAFETY PRECAUTIONS



Water Trucks - The required number of water trucks will be stationed at each debris-staging site. Water trucks will be utilized to reduce the threat of friable materials from C&D debris being released into the atmosphere. Water trucks will be utilized to reduce the threat of fire from all types of debris. If necessary, water trucks will be utilized in fire suppression operations. Water trucks will be utilized to dampen areas, including temporary roadways, to suppress dust from trucks entering and leaving the debris-staging site.

Fire Extinguishers - Fire extinguishers will be located throughout each debris-staging site as required by the site management plan, site safety plan, OSHA requirements and government task order. All debris staging site personnel will be trained in incipient fire suppression operations and safety procedures, to include operation of fire extinguishers and water trucks and to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.

DEBRIS SEGREGATION

Staging site supervisors will ensure that all debris haul operators deposit debris in areas designated for the type debris hauled. Debris hauled to staging sites in mixed loads will be segregated by heavy equipment when possible and by hand crew when necessary. Vegetative debris will be placed into two separate piles. The first pile (pile one) will be the dumping point until a sufficient quantity has been accumulated to commence a continuous reduction operation. Pile two will be started and accumulated until the reduction of the pile one has been completed. At which time, dumping of vegetative debris on pile two will cease and pile one will be replenished. This rotation will continue until the task is completed. All personnel involved in vegetative debris segregation operations will receive a safety briefing for all effected job to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. C&D debris will be placed into one or more piles, as required, to reduce the threat of a fire conflagration until it is reduced or disposed. The Company will consult with the government, local fire officials and pertinent environmental officials regarding the requirements for stock piling of C&D debris. White goods will be segregated, as required by the government task order. White goods will be placed and stored until instructed by the government as to its final disposition. Salvageable/recyclable materials will be segregated, as required by the government task order. Salvageable/recyclable materials will be placed and stored until instructed by the government as to its final disposition. HTW will be segregated and stored in a Government approved containment area. All site personnel will receive a safety briefing regarding operations involving HTW. The HTW containment site perimeter will be posted and secured for personnel safety and to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan as well as the Corporate Environmental Protection Plan (EPP). HTW will be placed and stored until instructed by the government as to its final disposition.

PROCESSING

Processing may include, but is not limited to, reduction by tub grinding and/or chipping, incineration when approved, or other alternate methods of reduction such as compaction, baling, separation, recycling, crushing or shredding. Prior to reduction operations being undertaken, all debris is normally segregated between vegetative debris, construction and demolition debris



(C&D), recyclable debris, white goods and hazardous and toxic wastes (HTW). Further detailed segregation of materials by classification (tires, batteries, metals, roofing materials, etc.) is often required. This segregation operation utilizes both manpower and specialized equipment. The equipment could include front-end loaders and trackhoes with buckets, grapples and/or Electromagnets, mechanical screens, and/or knuckle boom loaders to segregate burnable from non-burnable debris. The manpower requirements are primarily supervisors, equipment operators, mechanics, flagmen, inspectors and general laborers, with the exception of the hazardous materials/operation, which requires specially trained and equipped technicians. An experienced site manager, in conjunction with reduction, sorting, hazardous materials, recycling and safety supervisors, manage, operate and supervise the day-to-day site operations. All reduced debris, as well as non-reducible debris, is recycled, destroyed or disposed of at permitted (if required) recycling or disposal sites, as directed by the contracting authority.

Processing of debris is a critical element in a successful TDSRS operation. The proper processing techniques applied to the appropriate debris type can streamline production and reduce overall cost. Tub grinding and/or chipping is believed to be the most environmentally friendly form of volume reduction for vegetative and select C&D debris and produces an average of 4:1 or greater reduction in volume. The chips produced as a product of grinding and/or chipping can often be utilized as a recyclable product. Chips can be utilized as daily cover in a landfill operation, given away as a landscaping product to the general public, given away or after-marketed to an incineration facility as a fuel source, utilized as an agricultural supplement, and in numerous other uses.

Incineration is another cost effective reduction technique and can produce as much as a 95% reduction in overall burnable debris volume. Although the least environmentally friendly option, open air burning has been successfully utilized by DRC when directed by clients. The typical vegetative natural disaster debris, when open-air burned creates substantial smoke and air pollution. Air-Curtain incineration, however, by design, eliminates the majority of particulate and smoke pollution while increasing the burn rate volume. Air-Curtain Incineration can be accomplished through the construction of an underground burn pit, the construction of an above ground burn pit or by the utilization of a pre-fabricated portable incineration unit.

DEBRIS REDUCTION

This section discusses guidelines to be followed during debris reduction operations not already addressed in this plan. If required by a government task order or notice-to-proceed, night operations may be conducted. Night operations shall be limited to reduction of debris by burning. Night operations shall only be conducted upon a determination by the Company Safety Officer, and concurrence by the government, that such operations can be conducted in a safe manner.

BURNING OPERATIONS

Open Air Burning - Open air burning of disaster related debris is prohibited by and within numerous jurisdictions. Open air burning will be accomplished on vegetative debris and/or clean woody debris only when directed by government task order. Under no circumstance will open



air burning be conducted on C&D debris that is known, considered or suspect, by the government and the Company, to contain environmental/health hazardous materials (i.e. asbestos, arsenic, etc.). All appropriate fire protection measures will be established and maintained in accordance with the site management plan, site safety plan and the government task order. All personnel involved in open air burning operations will receive safety training pertaining to this to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Open air burning will be conducted above ground level. No open air burning will be conducted within 1000 feet of a structure or within 100 feet of the debris pile. An area of not less than 100 feet surrounding each burn site will be cleared of all combustible materials and marked to delineate the area as restricted.

Air Curtain Burning - Air curtain burning of debris is the preferred method of the Company. Air curtain burning will be accomplished on vegetative debris and clean woody debris only, unless otherwise directed by government task order. Under no circumstance will air curtain burning be conducted on C&D debris that is known, considered or suspect, by the government and the Company, to contain environmental/health hazardous materials. All appropriate fire protection measures will be established and maintained in accordance with the site management plan, site safety plan and the government task order. All personnel involved in air curtain burning operations will receive safety training pertaining to this to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Air curtain burning will be conducted below ground level in a below ground pit, and above ground when geographically necessary. If above ground burning is required it will be conducted in an approved container suitable for the operation. If a below ground pit is used the pit shall be at least 8 feet, and no more than 20 feet, in depth and will be no wider than 1.1 times the width of the air curtain nozzle, and no longer than 10-12 feet (15 feet maximum). No air curtain burning will be conducted within 1000 feet of a structure or within 100 feet of the debris pile. An area of not less than 100 feet surrounding each burn site will be cleared of all combustible materials and marked to delineate the area as restricted. All burning will be accomplished as set out in the US Army Corps of Engineers "*DISASTER GUIDEBOOK*"

Ash Disposal Area - At the end of each burning cycle, the ash residue from the burning operations shall be removed from the burning area and placed in a pre-identified Ash Disposal Area. The burning operations personnel will utilize this area to temporarily store the ash material prior to final disposal. The ash residue will be tested in accordance with the soil testing procedures located in the EPP to establish the need to install a ground-water protection barrier in the Ash Disposal Area. Should a liner be required, an impervious layer of clay and/or limestone should be utilized to protect the aquifer (ground water) from potential contamination. This liner should be replaced and reinstated should it be disturbed or removed by heavy equipment operations. Control of dust produced as a result of handling and/or the storage of ash residue will be accomplished in accordance with the appropriate requirements of the EPP. Once the ash residue has reached a quantity requiring disposal, samples of the ash will be taken and examined in accordance with the EPP, to establish the requirements for disposal (Class I Subtitle D Landfill vs. Class III Landfill vs. agricultural recycling techniques).



GRINDING and/or CHIPPING OPERATIONS- Grinding and/or chipping operations will be accomplished on all vegetative debris, not reduced by burning operations. Grinding and/or chipping operation is the preferred method of reduction for vegetative debris to accomplish environmental resource conservation through recycle/salvage of wood chips. Although this operation is preferred for environmental purposes, it is, however, the most time consuming and costly reduction operation due to material handling and haul disposal costs after grinding and/or chipping operations have been accomplished. Grinding and/or chipping operations of C&D materials are prohibited by and within numerous jurisdictions. Grinding and/or chipping operations will be accomplished on the type of debris (vegetative and/or C&D) as directed by government task order. Grinding and/or chipping of vegetative debris will be accomplished on the piles of vegetative debris as set out below.

Vegetative debris will be placed into two separate piles. The first pile (pile one) will be the dumping point until a sufficient quantity has been accumulated to commence a continuous reduction operation. Pile two will be started and accumulated until the reduction of the pile one has been completed. At which time, dumping of vegetative debris on pile two will cease and pile one will be replenished. This rotation will continue until the task is completed.

All personnel involved in vegetative debris grinding and/or chipping operations will receive a safety briefing for all effected job functions.

A track-type tractor with blade or a rubber tire loader will pick-up, and stockpile chips for temporary storage. Chips will be loaded out and hauled to a final disposal site as quickly as possible to reduce the threat of a fire conflagration.

All appropriate fire protection measures will be established and maintained in accordance with the site management plan, site safety plan and the government task order. Water trucks will be utilized to reduce the threat of fire from all types of debris. If necessary, water trucks will be utilized in fire suppression operations.

Fire Extinguishers - Fire extinguishers will be located throughout each debris-staging site as required by the site management plan, site safety plan, OSHA requirements and government task order. All grinding and/or chipping operations personnel will be trained in incipient fire suppression operations and safety procedures, to include operation of fire extinguishers and water trucks to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.

MAINTENANCE/FUEL VEHICLES AND PERSONNEL - Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations. Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance to ensure equipment operations.



DEBRIS DISPOSAL

Debris disposal is the pre-planned, pre-approved operation of placing debris in its final resting-place. Debris disposal operations can be segmented into three distinct operations:

- Haul to and tip at debris disposal site
- Physical operation of debris disposal site
- Augmentation of debris disposal site permanent staff and equipment

DISPOSAL SITE (S) - A disposal site may be a dump and/or a landfill owned and operated by private or public sectors. Nonburnable debris will be disposed only at a dump and/or landfill designated to receive materials other than toxic hazardous waste.

EQUIPMENT - Debris disposal hauling equipment will include, but not limited to:

- 16-30 cubic yard dump trucks
- 30-100 cubic yard tractor-trailers or other such haulers as the government may direct.

Past experience has shown that the farther the haul distance, larger capacity trucks are more effective.

D8.1.6) All haul truck beds shall be equipped with tailgates constructed of materials (i.e. – chain link fence, safety fence, etc.) that will safely contain debris, allow each haul truck to be loaded to its capacity and also allow rapid dumping of debris from the bed. Any haul truck bed that has or will have vertical extensions installed, will comply with the following restrictions.

- Disposal haul truck bed extensions shall comply with all applicable Local, State and Federal laws.
- Bed extensions, when installed, will be located and secured to the front-end, left side and right side of the bed.
- Bed extensions shall not extend beyond 24 inches above the manufacturers bed height.
- Bed extensions will be constructed of not less than 2"x6" lumber.

All disposal trucks shall be pre-measured and accepted by the government before being utilized in debris removal operations.

MAINTENANCE/FUEL VEHICLES AND PERSONNEL - Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations. Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance to ensure equipment operations.

SAFETY - All supervisors and/or foremen will utilize the check sheet provided by the Company Safety Officer to ensure all safety equipment is maintained and operable on all debris disposal hauling equipment and to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.



OPERATIONS - All field supervisors shall ensure that all debris disposal-hauling operators are licensed and/or certified to operate required equipment. All debris disposal operators will be given area maps designating assignment/authorized areas of operations as well as transport routes designated and/or approved by the Government. All debris disposal haul operators shall visibly display colored signs provided by the Company and, if applicable, the Government. The Company signs are magnetic signs to be placed on the driver and passenger doors of the vehicle cab. Any signs provided by the government will be displayed on both sides of the forward most section of the vehicle bed, unless otherwise directed by the government task order. All signs will be removed from the exterior of the vehicle, at close of business each day and secured by the driver to prevent theft or loss. Signs will be replaced on the vehicle at the beginning of the workday. Colored paper signs/passes will be displayed in the driver's side windshield of each vehicle. The color of the sign/pass is subject to change, without notice, to ensure quality control measures regarding authority to exit work sites and enter disposal site(s). All debris disposal haul operators shall maintain the numbered debris hauling/transportation documentation/verification form DRC-DM-12. Each form contains directions, which should be followed. All supervisors will be responsible to ensure that all employees utilizing and/or inputting information on the form are procedurally trained. It will be each supervisor's responsibility to maintain a supply of the required number of forms. Forms will be distributed by supervisors/foremen to debris disposal haul operators during loading operations and after completing Section 1 of form DRC-DM-12. All debris disposal operators will maintain daily ticket/haul records to be turned into field supervisors, with copies of load tickets at close of business each day.

DEBRIS STAGING SITE RESTORATION

Restoration is conducted during the closing of each TDSRS site. The scope of remediation is determined during operation and closure, by terms of the land lease (if any), or government directive or task order. Remediation consists of final removal of all debris (including residual debris), removal and remediation of HTW, abatement of any safety and/or environmental concerns (to include environmental testing and/or monitoring, if required), the removal of temporary structures (including any inspection towers), grading and leveling, removal of roads and fencing, if appropriate, and potentially grassing or seeding of the site, if required, to documented pre-use condition.

Remediation of Debris Staging Sites is the process of returning the site to pre-use, and in some cases, pre-event condition. Debris Staging Site Restoration is performed in four primary phases.

- Pre-use inspection and documentation
- Operational Environmental Protection
- Closure Procedures
- Final inspection, release, and acceptance of Government and/or Landowner

Each Debris Staging Site will require inspection prior to use, for the following:

- Existing topography
- Existing vegetation (grass, shrubs, trees)



- On-site or near-site water sources
- Existing structure and their current condition
- Any other distinguishing characteristics such as hazardous and/or non-hazardous materials stored on site

When required, a basic Environmental Impact Statement, in accordance with the company's Environmental Protection Plan shall be accomplished.

Documentation - A narrative description shall be prepared for each site. Sketches and/or drawings (basic) shall be produced to illustrate the current condition of the site and its contents, as well as content location. Still photographs or video will be taken of each site, both ground level and aerial, to additionally illustrate the pre-use condition of the site and its contents. Environmental Sampling to include:

- Random soil samples, surface and sub-surface, may be taken and sealed in containers for comparison with post-use samples taken at the time of site closure when possible contamination is evident.
- Prior to sealing these samples, a small portion of each sample will be field tested to determine the presence of contaminants prior to use of the site.
- On-site and off-site samples will be taken of any impactable water source.
- Water source samples will be stored and tested using the criteria stated above.
- Samples of both water and soil will be taken in accordance with the above standards after operations have ended (post use samples).
- Post use samples and pre-use samples will be tested in the Corporate Laboratory and/or another Certified Laboratory to determine the presence of contaminants.

Should contaminants be identified in the pre-use field test, a determination of whether or not a particular site or area of a site should be utilized will need to be made by DRC Senior Management and the client representative. Should contaminants be identified in post use test results that were not present in pre-use test results, remediation of the site or area of the site will be accomplished in accordance with Federal, State and local regulations as well as current industry standards.

OPERATIONAL ENVIRONMENTAL PROTECTION - All work performed at and/or in relation to a debris-staging site will be performed in a skilled and workman-like manner. All debris staging site operations shall be conducted in accordance with the Company's Environmental Protection Plan and to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.

CLOSURE PROCEDURES - Pre-use inspection and documentation information shall be utilized as a guide to restore each site to pre-use condition.

REMOVAL OF DEBRIS - Debris residue, not taken to the appropriate disposal site during debris disposal operations, shall be collected, recorded and hauled to the appropriate disposal site. DRC or a licensed hazardous waste remediation company shall be retained to accomplish



the removal of all hazardous and/or toxic waste from each site, if not already accomplished under separate agreement by the Government.

REMOVAL OF TEMPORARY STRUCTURES - All temporary structures such as fencing, inspection towers, temporary offices, sanitary facilities, etc., shall be removed from each site.

LANDSCAPE OPERATIONS - Each site shall be graded, as required to return the topography to pre-use elevations, unless otherwise directed by Government task order. Each site will be vegetatively restored to pre-use condition by seeding, fertilizing and laying of straw as well as replacement of agreed-upon shrubs and/or trees.

CLOSURE DOCUMENTATION - The procedures described in Section F3 of this plan shall be followed for closure documentation.

FINAL INSPECTION, RELEASED AND ACCEPTANCE OF GOVERNMENT AND/OR LANDOWNER - DRC' Senior Management, the Supervisor responsible for a particular site, the Governments Representative and if applicable, the landowner shall constitute an inspection team. The Company Supervisor responsible for the applicable site shall have, for examination by all Inspection Team members, the documentation package to include pre-use and closure inspection documentation as well as all chronological documentation created during the operational period. After all inspection team members accept the post-closure condition of each site, a release and hold-harmless for the Company shall be signed by the Government and/or landowner, releasing DRC of any further responsibility and liability.

TRACKING, REPORTING AND REIMBURSEMENT

FEMA Reimbursement Filing

Storm debris management by DRC is subject to inspection by the governmental contracting entity and/or any Public Authority in accordance with generally accepted standards, to insure compliance with the contract and applicable local, state and Federal laws. DRC will, at all times, provide the government access to all work sites and disposal areas and will cooperate completely with Government Inspectors. In addition, authorized representatives and agents of any participating Federal or state agency are encouraged to inspect all work and materials. DRC and the government shall have in place at the TDSRS, personnel to verify the contents and cubic yards of all vehicles entering the TDSRS. Records are maintained of each load entering the TDSRS, its cubic yardage is verified, and each vehicle leaving the TDSRS is typically viewed to verify it was in fact empty. DRC and the government monitor the material to determine that it in fact consists of eligible storm debris. DRC and the government normally have in place at the pickup site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS and to issue the load ticket for that load which is to ensure the eligibility of the debris. Prior to use, DRC recommends that the government, including FEMA, if possible, establish and record the certified cubic yard capacity and perform a safety inspection of each haul vehicle. DRC recommends that all measurements be conducted by government personnel or independent third parties, and not DRC or the subcontractor. DRC has in the past provided disposal tickets, field inspection reports, and other data and/or forms sufficient to provide



substantiation for Federal (FEMA, etc.) and State reimbursement to its government clients. DRC personnel and subcontractors have worked closely with various State Emergency Management Agencies, the Federal Emergency Management Agency and other applicable State, local and Federal Agencies to insure that eligible debris collection and the data documenting is sufficient and appropriately addressed.

Data Management and Tracking

DRC ES tracks costs on a real time basis using a Daily Progress Report that is completed and submitted daily to the on-site project manager. Additional information can be added to meet any local unique needs for capturing the data. Hours and/or cubic yards are summarized at the bottom of the report and a daily cost is determined. This information is reconciled daily with the government.

Recordkeeping & Reporting

DRC ES shall submit daily progress and quality control reports to the governing entity for all activities. Each report would contain, at a minimum, the following information:

- 1) Letterhead with DRC name and contact information
- 2) Report Date
- 3) Location of completed work
- 4) Location of work for next day
- 5) Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
- 6) List of roads that were cleared (Emergency Clearance)
- 7) Number of Crews (including number of trucks and loading equipment)
- 8) Daily and cumulative totals of debris removed, by category
- 9) Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
- 10) Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
- 11) Number of hazardous trees and hanging limbs removed.
- 12) Problems encountered or anticipated

Typically, Daily Reports are co-signed by the governing entity's inspector to verify work performed. In addition, the governing entity receives an original copy of all load tickets and receives and verifies for co-signature, a Daily Reconciliation Sheet listing each load ticket, the truck number, crew number, street, truck volume, percent full, credited volume of debris removed and the total volume removed for the day. This Daily Reconciliation Sheet is typically verified by the governing entity and becomes the invoicing document for the Contract.

Preparing and Submitting Federal/State Project Work Sheets

DRC ES can assist the Government entity in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiations



and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

Knowledge of CFR 44

Since its inception in 1989, DRC's senior management personnel have gained a vast knowledge of the basic policies and procedures of the Code of Federal Regulations (CFR 44) as it relates to Federal Emergency Management Agency's mission. These policies and procedures have been incorporated into DRC and DRC ES's various corporate Debris Management plans and guides to ensure compliance with the latest FEMA guidelines.

FEMA Technical Management Training

DRC and/or DRC ES have on staff, or available through its extensive Reservist/Consultant Personnel Database, qualified personnel who are available to assist any client with Exercises, Plans Formulation, or Training of Government personnel on eligibility issues, reimbursement procedures, documentation, etc. DRC will provide regular annual or more frequent training and feedback sessions to the government as a service at no additional cost to the County. Training sessions are scheduled and led by director of training Jennifer Peacock and will address planning and reimbursement issues as well as any other concerns of the County. Typically, training sessions also include DRC consultant and reservist personnel who are former FEMA personnel or who are intimately familiar with FEMA and other government regulations.

DRC Data Center

DRC maintains a fully-staffed, fully operational Data Center at its headquarters year round. The Data Center is staffed by experienced and professional personnel with extensive knowledge of recording, reporting, contract, and reimbursement requirements. The Data Center is equipped with state-of-the-art information technology and is prepared to meet and exceed the reporting requirements of the government.

SAFETY PLAN

PROJECT MANAGEMENT TEAM AND ADMINISTRATIVE RESPONSIBILITIES

The DRC Safety Officer for the affected area is the official responsible for health and safety issues. His authority and responsibility include the development, enactment, and enforcement of organization's overall Health and Safety Program.

Professional Development

- Establish and maintain a health and safety library
- Keep apprised of changes in health and safety regulations
- Participate in professional organizations related

Program Development

- Develop and maintain the injury and illness prevention program
- Develop and maintain the injury and illness prevention policies and procedures



Safety rules
Incentive and motivation programs
Accident investigations
Safety inspections
Plan and prepare for natural and manmade disasters
Establish a medical program, which includes on-site First Aid capabilities
And off-site emergency care

Training and Communication

- Provide a general safety orientation for employees
- Train supervisors and managers in their responsibilities
- Inspection of facilities, work sites, material, equipment

Enforcement

- Assure safe job placement and assignment
- Conduct hazard analysis of existing facilities and operations
- Study hazards of planned and proposed operations
- Accident investigation
- Audit safety performance
- Conduct research on technical safety problems

Accounting

- Maintain the accident record keeping system
- Maintain documentation on all aspects of the injury and illness prevention program

SAFETY TRAINING AND CONTINUING SAFETY EDUCATION

It is the policy of this organization to provide and maintain work environments and procedures which will (1) safeguard public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract. The key contractor responsibilities concerning safety include (1) providing all personnel a general safety and health indoctrination and a safety and health orientation/screening prior to the commencement of work (or any single phase of work); (2) the continuing instruction/monitoring of each contractor, subcontractor, supplier and employee in the safe operation of their specific area of responsibility using the proper tools and in accordance with the safety procedures and guidelines outlined in United States Army Corps of Engineers Manual EM 385-1-1 revised October 1998 to insure that all work is performed in a safe manner. Through careful planning, hazard recognition and control, safety indoctrination and training, and rigorous attention to safety procedures, we shall ensure the health and safety of personnel at our work sites and the public adjacent to our work sites.

No person shall be required or instructed to work in surroundings or under conditions that are unsafe or dangerous to his/her health. Any person aware of an unsafe or dangerous condition shall report the condition to his/her supervisor immediately. The particular operation will be stopped; the project manager will appoint a competent individual to investigate the condition and make corrections prior to restart of the operation. All information shall be recorded, maintained in the project file. A copy of the manual is available upon request.



Safety and health meetings shall be conducted once a month for all supervisors on the project location and once a week by supervisors (foreman) for all workers. The meetings shall be documented by the Safety Officer.

The minimum information included in the report shall be (1) the date of the meetings; (2) name, social security number, and signature of attending individual(s); (3) the name of the individual(s) conducting the meeting. Copies of the safety manifest will be kept on file for a period of one year and shall be furnished to the designated authority upon written request.

The safety and health indoctrination and training meetings shall be based upon the contractor Safety Program and the United States Army Corps of Engineers Safety and Health Requirements Manual EM 385-1-1, October 1998. Safety and health subjects, at a minimum, shall include:

- Requirements and responsibilities for accident prevention and maintaining safe and healthful work environments
- General safety and health policy and procedures and pertinent provisions of EM 385-1-1
- Employee and supervisor responsibilities for reporting all accidents
- Provisions for medical facilities and emergency response and procedures for obtaining medical treatment or emergency assistance
- Procedures for reporting a correcting unsafe conditions or practices
- Job hazards and the means to control/eliminate those hazards, including applicable job and/or activity hazard analyses
- Job hazards communication

HEALTH AND SAFETY PROVISION

Accident Reporting

All supervisory personnel, foreman and employees will be instructed to report accidents to the Project Manager. Employees are responsible for reporting all injuries or occupational-related illnesses as soon as possible to his/her immediate supervisor. The contractor's office will record all incidents, along with the treatment provided. Reports will contain the following information:

- Name
- Date of Injury
- Time of Injury
- Nature of Injury or Illness
- Description of Accident
- Treatment Provided
- Date of Admittance (If Applicable)
- Occupation
- Name of Witness (If Applicable)
- Name of Employer
- Name of Immediate Supervisor

An accident that results in a fatal injury, five or more persons admitted to a hospital or property damage in an amount that exceeds \$2,000.00 shall be reported to the designated authority and to



the contracting office within twenty-four hours. Except for rescue and emergency measures, the accident scene shall not be disturbed until it has been released by the investigating official. A contractor representative will be assigned to investigate accidents of this nature in depth to identify all causes and to recommend hazard control measures.

Safety Summary – Accident Reporting

Each employee shall be provided initial indoctrination and such continued safety training to enable him or her to perform their responsibilities safely.

Injured persons fare responsible for reporting as soon as possible to their immediate supervisor or foreman.

A first report of injury will be recorded on all injuries with a copy maintained by the contractor.

All persons treated and released must have a doctor's statement as to the employee's condition concerning their work status. A copy will be maintained by the contractor on the project while the original will be forwarded to main office.

A daily record of all first aid treatments not otherwise reportable shall be maintained on prescribed forms and furnished to the designated authority upon request.

All accidents will be documented, investigated, and recommendations will be implemented to prevent a further occurrence.

Sanitation

An adequate temporary supply of Federal, State, or local health authority approved drinking water will be supplied in all places of employment.

Only approved potable water systcms shall be used for the distribution of drinking water. Portable drinking water systems will be used and shall be designed, constructed and serviced to ensure sanitary conditions, shall be capable of being closed, and shall have a tap. Containers shall be clearly marked as to their contents and shall not be used for other purposes. Water shall not be dipped from containers. Use of a common cup is prohibited. Unused disposable cups shall be kept in sanitary containers and waste receptacle shall be provided for used cups.

Drinking water shall be dispensed by means that prevent contamination between the consumer and source

Outlets dispensing non-potable water will be conspicuously posted with the warning statement; **Caution –Water Unfit for Drinking, Washing, or Cooking.** There shall not be any cross connection between a system furnishing potable water and a system furnishing non-potable water.

Toilets

Where sanitary sewers are not available, chemical toilets will be provided in compliance with local codes. Two chemical toilets will be provided, one for each sex. Each toilet shall be equipped with a toilet seat and toilet seat cover. The facility designated for male use will be equipped with a metal or plastic urinal trough. The facilities shall be constructed so that the occupants shall be protected against weather and falling objects; all cracks shall be sealed and the door shall be tight-fitting, self-closing and latchable. Adequate ventilation shall be provided and all window and vents screened; seat boxes will be vented to the outside (minimum vent size



4" diameter) with vent intake located one inch below the seat. The interior of the facility shall be lighted. Provisions for routinely servicing and cleaning all toilets and disposing of the sewage shall be established before placing toilet facilities into operation. The method of sewage disposal and location selected shall be in accordance with Federal, State, and local health regulations.

Waste Disposal

Receptacles used for putrescible or dangerous waste material shall be so constructed to prevent leakage and to allow thorough cleaning and sanitary maintenance. The receptacles will be maintained in a sanitary condition without the aid of a cover. The solid and liquid waste will be removed of in a manner as to avoid creating a menace to health and often as necessary to maintain a sanitary environment.

Housekeeping

Working areas will be cleaned up daily. The contractor will provide all personnel and equipment to ensure compliance with all housekeeping requirements. The contractor will inspect the work area daily and record all findings on a daily inspection report to ensure the facility is in compliance. In the location of temporary buildings and yard storage, appropriate care shall be taken for proper separation to preclude an accumulation of fire potential. The contractor is responsible for maintaining the entire area, but particularly storage areas, free from accumulation of unnecessary combustible materials.

Medical and First Aid Requirements

Prior to start of work, arrangements shall be made for medical facilities and personnel to provide prompt attention to the injured and for consultation on occupational safety and health matters. Communication and transportation to effectively care for injured workers shall be provided.

Employees on each shift shall be instructed to administer First Aid and CPR. No employees shall be required to work alone in remote areas.

First Aid kits shall contain at minimum sixteen unit-type first aid packages. First Aid kits comply with Z308.1 constructed or weather proof containers, easily accessible to all workers, and each item therein maintained sterile.

The contents of First Aid kits shall be checked prior to utilization and weekly when work is in progress to insure that expended items are replaced.

Temporary Facilities

Plans for the layout of a temporary construction building (field office trailer or mobile command center), fencing, access routes and anchoring systems for the temporary construction building shall be submitted to and approved by the designated government authority. The temporary field office design and construction shall have the following taken in to consideration:

- Dead and live loads
- Soil and hydrostatic pressures
- Wind loads
- Rain and snow loads



The field office shall be anchored with rods and cables or by steel straps to ground anchors. The anchor system shall be designed to withstand winds and must meet applicable state or local standards for anchoring mobile trailer homes.

Temporary project fencing (or a substitute acceptable to the government's designated authority and delineated in the accident prevention plan) shall be provided in areas of active utilization by members of the public. Signs warning of the presence of construction areas shall be posted on the fencing. At a minimum, posting shall be on all fenced sides of the project and spaced on sign every three hundred feet. The contractor shall control access to the construction area. The construction area shall be designated a hard hat area and signage designating it as such shall be posted at any and all points of entry. Official visitors shall wear the required Personal Protective Apparel.

Personal Protective and Safety Equipment

Employees shall use any personal protective and safety equipment (PPSE) which may be required to maintain their exposure within acceptable limits. The contractor shall ensure that employees receive training in and use and maintain their exposure within acceptable limits. At a minimum demolition phase personnel shall be required to wear clothing suitable for the weather and conditions including long sleeve shirts, long trousers, protective work boots, and head protection. As if hazards warrant, hearing protection, eye protection, hand protection, and respiratory protection shall be required. Persons handling rough, sharp edged, abrasive materials or here the work subjects the hands to lacerations, punctures, burns, or bruises shall use hand protection. All PPSE shall properly fit the employee. Eye protection equipment shall meet the requirements of ANSI standard Z87-1. Head protection shall meet the requirements of ANSI Z89.1. Employees shall be physically able and medically determined qualified to use the personal protective and safety equipment, which may be required in their job duties. Users of PPSE shall be trained in and knowledgeable of the use, limitations, inspection, and maintained in serviceable and sanitary condition as recommended by the manufacturer. All PPSE shall be inspected regularly and maintained in serviceable and sanitary condition. Defective equipment shall not be used. Before being stored or reissued to another person equipment shall be cleaned, disinfected and repaired.

Chainsaw operators shall be required to wear approved leg (chaps) and foot protection in addition to the mandatory PPSE.

Fire Prevention

All provisions of the National Fire Prevention Code, the United States Coast Guard Regulations, and any applicable local requirements will be adhered to.

The contractor shall survey all activities and determine which require a hot work permit. Fires and open flames shall not be left unattended. All sources of ignition shall be prohibited within fifty feet of operations with a potential fire hazard: the area will be conspicuously and legibly posted No Smoking or Open Flame. Smoking shall be prohibited in all areas where flammable, combustible materials are stored: No Smoking or Open Flame signs will be posted in all prohibited areas.

Approved fire extinguishers will be placed in each piece of operating equipment following the guidelines set forth in EM 385-1-1. Fire extinguishers shall be approved by a nationally recognized testing laboratory and labeled to identify the listing and labeling organization and the



fire test and performance standard that the fire extinguisher meets or exceeds. Machinery will be equipped with a CO₂ or dry chemical fire extinguisher with a minimum UL rating of 5-B:C. General training will be provided by the project supervisor on the use and locations of fire extinguishers. Facility fire extinguishers will be suitably placed, distinctly marked, readily accessible, and maintained in a fully charged and operable condition. A fire extinguisher, rated not less than 20B shall be located not less than twenty-five feet or more than seventy-five feet from any outside flammable liquid storage area.

Flammable liquids shall be kept in closed containers when not in use. Safety cans and other portable containers for flammable liquids have a flash point at or below seventy-three degrees Fahrenheit shall be painted red with a yellow band around the can and the name of the contents legible indicated on the container. Flammable and combustible liquids shall not be stored in areas used for exits, stairways, or safe passage of people. Workers shall carefully guard against any part of their clothing becoming contaminated with flammable or combustible fluids. They will not be allowed to continue to work if their clothing becomes contaminated and must remove or wet down the clothing as soon as possible. No flammable liquid with a flash point below one hundred degrees Fahrenheit shall be used for cleaning purposes or to start or rekindle fires. Areas in which flammable or combustible liquids are transferred in quantities greater than five gallons shall be separated from other operations by at least twenty-five feet or a barrier having a fire resistance of at least one hour. Drainage or other means shall be provided to control spills. During refueling natural ventilation shall be provided to maintain the concentration of flammable vapor at or below 10% of the lower flammable limit.

All storage, handling, and use of flammable and combustible liquids shall be under the supervision of a qualified person. Only approved containers and portable tanks may be used for storage and handling of flammable and combustible liquids. Approved metal safety cans shall be used for handling and use of flammable liquids in quantities greater than one gallon with certain specific exceptions. Flammable or combustible liquids will not be stored in areas used for exits, stairways, or normally used for the safe passage of people. The indoor storage of flammable and combustible liquids will be limited to no more than fifteen gallons. Disposal of combustible waster materials shall be in compliance with environmental laws and regulations.

Vehicles, equipment, materials, and supplies shall not be places so that access to fire hydrants and other fire fighting equipment is obstructed.

During demolition, existing automatic sprinkler systems (if applicable) shall be retained in service as long as reasonable. Modification of sprinkler systems to permit alterations to additional demolition should be expedited so that they system may be returned to service as quickly as possible. Sprinkler control valves shall be checked daily at close of work to ascertain that the protection is in service. The operation of sprinkler control valves is permitted only when approved by the designated authority.

Machinery and Mechanized Equipment

Before any machinery or mechanized equipment is placed in use, it shall be inspected and tested by a competent person and certified to be in safe operating condition.

Inspections and tests shall be in accordance with manufacturers' recommendations and shall be documented. Records of tests and inspections shall be maintained at the site by the contractor,



and shall be made available upon request of the designated authority, and shall become part of the project file. All machinery and equipment shall be inspected daily to ensure safe operating conditions: certified persons will conduct the daily inspections and tests. Tests shall be made at the beginning of each shift during which the equipment is found to be unsafe, or whenever a deficiency which affects the safe operation of equipment is observed, the equipment shall be immediately taken out of service and its use prohibited until unsafe conditions have been corrected. A tag indicating that the equipment shall not be operated and that the tag shall not be removed, shall be placed on the steering wheel. Where required, lockout procedures will be used. The tag will remain in its attached location until it is demonstrated to the individual deadlining the equipment that it is safe to operate. When corrections are complete, the machinery or equipment shall be re-tested and re-inspected prior to being returned to service.

Machinery and mechanized equipment shall be operated only by designated, qualified personnel. Machinery or equipment shall not be operated in a manner that will endanger persons or property, nor shall the safe operating speeds or loads be exceeded. Getting off of any equipment while it is in motion is prohibited. Machinery and equipment shall be operated in accordance with the manufacturers' instructions and recommendations. When the manufacturers' instructions or recommendations are more stringent than the requirements of this manual, the manufacturers' instructions or recommendations shall apply.

Seat belts or equal protection will be provided on each piece of machinery and equipment. Seat belts and anchors meeting the requirements of 49 CFR 571 shall be installed and worn in all motor vehicles. Glass used in windshields or cable shall be safety glass. Equipment operated on the highway shall be equipped with headlights, taillights, brake lights, and back-up lights and turns signals from the front and rear. All equipment with windshields shall be equipped with power wipers. Vehicles that operate under conditions that cause fogging or frosting of the windshields shall be equipped with operable de-fogging or de-frosting devices. Mobile equipment, operating within an off-highway job site not open to public traffic, shall have a service brake system and parking brake system capable of stopping and holding the equipment while fully loaded on the grade of operation. Heavy-duty hauling equipment shall have an emergency brake system, which will automatically stop the equipment upon failure of the service brake system. The emergency brake system shall be manually operated from the cab of the equipment.

Preventative maintenance procedures recommend by the manufacturer shall be followed. All machinery or equipment shall be shut down and positive means taken to prevent its operation while repairs or manual lubrications are being done. For all repairs on machinery or equipment or parts thereof which are suspended or held apart, slings, hoists, or jacks shall also be substantially blocked or cribbed before personnel are permitted to work underneath or between them. End-loader buckets shall be fully lowered or blocked when not in use. All controls shall be in neutral positions with the engines stopped and brakes set, unless work being performed on the machinery requires otherwise. Stationary machinery and equipment shall be placed on a firm foundation and secured before being operated. All work areas in which heavy machinery is being operated shall be illuminated. All vehicles which will be parked or moving slower than



normal traffic on haul roads shall have a yellow flashing light or four-way flashers from all directions. Equipment shall be shut down prior to and during fueling operations.

Whenever equipment is parked, the parking brake shall be set. Equipment parked on an incline shall have the wheels chocked or track mechanism blocked and the parking set. All equipment left unattended at night, adjacent to a highway in normal use or adjacent to construction areas where work is in progress, shall have lights or reflectors, or barricades equipped with lights or reflectors, to identify the location of the equipment.

No modifications or additions which affect the capacity or safe operation of the machinery or equipment shall be made without the manufacturers' written approval. If such modifications are made, the capacity, operation, and maintenance instruction plates, tags, or decals shall be changed accordingly. In no case shall the original safety factor of the equipment be reduced. Steering or spinner knobs shall not be attached to the steering wheel. All industrial trucks shall meet the requirements of design, construction, stability, inspection, testing, maintenance, and operation, defined in ANSI/ASME B56.1 Safety Standards for Low Lift and High Lift Trucks.

The controls of loaders, excavators, or similar equipment with folding booms or lift arms shall not be operated from a ground position unless so designed. Personnel shall not work or pass under or ride in the buckets or booms or loaders in operation.

All machinery and construction equipment will be equipped with a reverse signal alarm. Reverse signal alarms shall be audible and sufficiently distinct to be heard under prevailing conditions. Reverse signal alarms shall in addition to requirements for signal persons.

All belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating, or moving parts of equipment shall be guarded when exposed to contact by persons or when they otherwise create a hazard. All hot surfaces of equipment, including exhausts pipes or other lines, shall be guarded or insulated to prevent injury and fire. Substantial overhead protection shall be provided for operators of construction equipment in the form of FOPs and /or ROPs.

Motor Vehicles

Every person operating a motor vehicle shall possess, at all times while operating such a vehicle, a permit valid for the equipment being operated. No vehicle shall be placed in service until it has been inspected on a scheduled maintenance program. Weekly inspections include the following.

- Service brakes, including trailer brake connections
- Parking System
- Emergency Stopping System
- Tires
- Horns- Backup alarms
- Steering Mechanisms
- Coupling devices
- Seat Belts
- Operating controls



- Safety devices
- Accessories including lights, reflectors, windshield wipers, defrosters, and fire extinguishers.

Records of tests and safety inspections shall be maintained at the site and shall be available on request to the designated authority. Vehicles not meeting safe operating conditions shall be immediately removed from service, its use prohibited until unsafe conditions have been corrected, and re-inspected before being placed in service again. Equipment operated between sunset and sunrise shall have the following lights:

- Two headlights
- At least one red taillight and one red or amber stoplight on each side of the rear.
- Directional signal lights on both front and back.
- Three emergency flares, reflective markers, or equivalent portable warning device.

All vehicles shall be equipped with service brakes and manually operated parking brakes. Service and parking brakes shall be adequate to control the movement of, to stop, and to hold the vehicle under all conditions of service. Service brakes on trailers and semi-trailers shall be controlled from the driver's seat of the prime mover. Braking systems on every combination of vehicles shall be so designed as to be in approximate synchronization on all wheels and develop the required braking effort on the rear wheels first. The design shall also provide for application of the brakes by the driver of the prime mover from the cab. Exceptions to this are vehicles in tow by approved tow-bar hitch. Every motor vehicle shall have:

- Speedometer
- Fuel gauge
- Audible warning device in operation condition
- Windshield and windshield wiper
- Operable defrosting and defogging device
- Adequate rearview mirror
- Cabs, cab shields, and other protection
- Non-slip surfaces on steps
- Power operated starting device

Glass in windshields, windows, and doors shall be safety glass. Any cracked or broken glass shall be replaced.

Industrial and commercial vehicles shall meet the guarding and safety requirements of EM 385-1-1 Section 16.B.

All dump trucks shall be equipped with a holding device to prevent accidental lowering of the body while maintenance work or inspection work is being done. All hoist levers shall be secured to prevent accidental starting or tripping off of the mechanism. All off-highway end-dump trucks shall be equipped with a means to determine whether or not the dump box is lowered. Minimum emergency equipment required is one red flag not less than 12 inches square with



standard and three reflective marks, which shall be available for immediate use in case of emergency stops, two wheel clocks for each vehicle or each unit of a combination of vehicles, at least one 2A:10B:C fire extinguisher.

The principles of defensive driving shall be practices. Seat belts shall be installed and worn per 16.B.08. The operator must have the vehicle under such control as to be able to bring it to a complete stop within the assured clear distances ahead. Vehicles will not be driven at speeds greater than the posted speed limits, with regard for weather, traffic, intersections, width, and character of the roadway, type of motor vehicle, and other existing conditions. Headlights shall be lighted from sunset to sunrise, during fog, smoke, rain, or other unfavorable atmospheric conditions, and at any other time when there is not sufficient light for the vehicle to be seen or for the operator to see on the highway at a distance of five hundred feet. Vehicles shall not be driven on a downgrade with gears in neutral or clutch disengaged.

Drivers of trucks and similar vehicles shall leave the cab while the vehicle is being loaded, when they are exposed to danger from suspended loads or overhead loading equipment. Vehicles shall not be loaded in a manner which obscures the driver's view ahead or to either side or which interferes with the safe operation of the vehicle. The load on every vehicle shall be evenly distributed and tarped (the tarp equipment may be waived only by the Corporate Safety Officer with approval from the Contracting Officer's Representative).

All trucks shall be equipped with the manufacturers' approved tailgates. These gates shall be the "barn-style" gates in lieu of the swinging tailgate that is hinged at the top of the dump body. If vehicles have the swinging tailgate, they may substitute tailgate fencing for the manufacturers' gate. Contractor will not approve fencing that does not have solid metal bars around all four sides of the fence. The following criteria apply to tailgate fencing:

- Attach fencing permanently to one side of truck bed
- After loading, secure fencing to the other side of the bed in two places with heavy-gauge wire.
- Fencing must extend to the bottom of the bed.
- Solid metal bars shall be used on all four sides on the fence. This will allow the load to be secured without having to tie the bottom of the fence to the bed.

Debris Reduction Sites

The contractor shall submit a debris reduction plan prepared by a component person based on the engineering for the safe reduction of all debris. Household hazardous materials, to the extent practical shall be removed and disposed of prior to arriving at the debris reduction site. Household hazardous material will be removed by the collection crews and left at a curbside prior to arrival at the dumpsite. Spotters will be employed at the dumpsite to further inspect loads for household hazardous materials. This material will be sorted out and stored in the Field Expedient HTW Containment Cell. Each dumpsite will have a HTW Containment Cell. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard is identified. Only those persons necessary for the operations shall be permitted in the debris reduction work area at any time. A 300-foot exclusion zone will be established around all tub



grinding equipment. An example site plan is attached. Employees engaged in debris reduction activities shall be instructed in the plan so that they may conduct their activities in a safe manner.

Debris Collection

Each location where debris collection is done shall be under the direction of a qualified supervisor. Electrical equipment or conductors in the vicinity shall be considered energized. Debris collection equipment shall be inspected, maintained, repaired, and used in accordance with the manufacturers' instructions. All vehicles shall have completed Safety Checklist for Vehicles, completed prior to commencing work. Employees shall be instructed in the safe and proper use of all equipment provided to them. Prior to felling operations, the employee shall consider:

- Trees and the surrounding area for anything that may cause trouble when the trees are loaded.
- Shape of the tree, the lean of the tree, and decayed or weak spots
- Wind force
- Location of people
- Electrical hazards
- Traffic control devices/ personnel

The work area shall be cleared to ensure safe working conditions. Brush and logs shall not be allowed to create a hazard at the work site. Logs and brush shall be securely loaded onto trucks in such a manner as not to obscure tail or brake lights and vision, or to overhang the side.

EMERGENCY RESPONSE CAPABILITY AND CONTINGENCY PLANS

Emergency response will be covered at the safety and health indoctrination and continuing training meeting. The plans shall be randomly tested to ensure their effectiveness. Inclusive of these plans and procedures shall be:

- Escape procedures and routes
- Critical plant operations
- Employee accounting following an emergency evacuation
- Rescue and medical duties
- Means of reporting emergencies
- Persons to be contacted for information or clarification

Planning for this operation shall include the total system response capabilities to minimize the consequences of accidents or natural disaster.

On-site emergency planning shall be integrated with off-site emergency support.

Emergency alert systems shall be developed and tested to alert all persons likely to be affected by existing or imminent disaster conditions and to alert and summon the people and equipment compromising the emergency response capability.

Emergency telephone numbers and reporting instructions for ambulance, physician, hospital, fire, and police shall be conspicuously posted at the work site. In the unlikely event of an emergency response situation, the following procedures will be implemented:



- Project Manager will be immediately notified
- Project Manager will evaluate the emergency and notify the following agencies, if necessary.
 - Client Representatives
 - Local fire and Police Departments
 - Local environmental officials
 - Local emergency management personnel
 - Residents adjacent to site

When necessary, all personnel will be evacuated from the site and issued additional safety equipment as required. A signal for site evacuation will be established at the onset of site activity.

**FIRE, FIRST AID EMERGENCY AND AMBULANCE SERVICE
911 (APPROPRIATE LOCATION) Fire and Rescue Department**

PREVENTION OF ALCOHOL AND DRUG ABUSE ON THE JOB

At no time while on duty may employees use or be under the influence of alcohol, narcotics, intoxicants, or similar mind-altering substances. Employees found to be under the influence of or consuming such substances will be immediately removed from the job site. The importance of a drug-free environment will be emphasized. Every safety meeting will include EM-385-1 Section 01.A.02 as part of the instruction.

ACTIVITY HAZARD ANALYSIS

Prior to commencement of any single phase of debris collection, site management, or debris reduction activities, the project manager and/or health and safety officer will address the particular concerns associated with the work area. These concerns include:

- Physical hazards- uneven or soft earth roads, stones, exposed power lines, or sources, and any other obvious hazards
- Chemical hazards- emissions/odors, eye or respiratory irritations, and airborne particulate problems
- Traffic and personnel access and egress routes
- Heat Stress
- Cold Stress
- Noise Hazards
- Equipment Hazards
- Other concerns such as weather conditions (lightning, severe wind, etc.)
- A site-specific health and safety plan will be completed for each major area of operation.

SAFETY

Training and Communication

- Provide a general safety orientation for employees



- Train supervisors and managers in their responsibilities
- Inspection of facilities, work sites, material, equipment

Enforcement

- Assure safe job placement and assignment
- Conduct hazard analysis of existing facilities and operations
- Study hazards of planned and proposed operations
- Accident investigation
- Audit safety performance
- Conduct research on technical safety problems

Accounting

- Maintain the accident record keeping system
- Maintain documentation on all aspects of the injury and illness prevention program

Personal Protective and Safety Equipment

Employees shall use any personal protective and safety equipment (PPSE) which may be required to maintain their exposure within acceptable limits. The contractor shall ensure that employees receive training in and use and maintain their exposure within acceptable limits. All PPSE shall properly fit the employee. Eye protection equipment shall meet the requirements of ANSI standard Z87-1. Head protection shall meet the requirements of ANSI Z89.1. Employees shall be physically able and medically determined qualified to use the personal protective and safety equipment, which may be required in their job duties. Users of PPSE shall be trained in and knowledgeable of the use, limitations, inspection, and maintained in serviceable and sanitary condition as recommended by the manufacturer. All PPSE shall be inspected regularly and maintained in serviceable and sanitary condition. Defective equipment shall not be used. Before being stored or reissued to another person equipment shall be cleaned, disinfected and repaired.

Machinery and Mechanized Equipment

Before any machinery or mechanized equipment is placed in use, it shall be inspected and tested by a competent person and certified to be in safe operating condition.

Inspections and tests shall be in accordance with manufacturers' recommendations and shall be documented. Records of tests and inspections shall be maintained at the site by the contractor, and shall be made available upon request of the designated authority, and shall become part of the project file. All machinery and equipment shall be inspected daily to ensure safe operating conditions: certified persons will conduct the daily inspections and tests.

Debris Collection

Each location where debris collection is done shall be under the direction of a qualified supervisor. Electrical equipment or conductors in the vicinity shall be considered energized. Prior to collection operations, the employee shall consider:

- Trees and the surrounding area for anything that may cause trouble when the trees are loaded.
- Shape of the tree, the lean of the tree, and decayed or weak spots
- Wind force
- Location of people



- Electrical hazards
- Traffic control devices/ personnel

The work area shall be cleared to ensure safe working conditions. Brush and logs shall not be allowed to create a hazard at the work site. Logs and brush shall be securely loaded onto trucks in such a manner as not to obscure tail or brake lights and vision, or to overhang the side.

DEBRIS ELIGIBILITY

One of the key elements of debris operation quality control centers on debris eligibility. Debris Eligibility is defined as debris which has been deemed eligible by a Jefferson County, Texas directive usually based on FEMA's Guidelines dictated in the Stafford Act.

In most cases this refers to debris that was generated as a result of a specific disaster event such as hurricane. All other debris and waste not generated by this specific event in most cases is ineligible.

DRC will provide expert quality control in area of eligibility to ensure that all our crews have specific guidelines that are consistent across the entire project on what debris is actually eligible under a specific Debris Mission. DRC will provide daily inspection of debris collection crews to monitor the debris and its eligibility. All debris must have been placed on the Right of Way (ROW) for collection or designated by an address in a Right of Entry (ROE) removal program to meet most eligibility criteria under FEMA Funded Projects.

Any crew that is found operating outside the assigned work zone, off the ROW or specific ROE will be terminated and reported to Jefferson County, Texas. DRC will achieve this level of quality control of debris eligibility by having QC managers in the field, at TDSRS, and random spot checks by Area and Sector Managers. Dissemination of the proper instructions to crews is critical to successful control over eligibility; DRC will provide this information by distribution of information via central points such as the TDSRS and staging areas.

PROTECTION OF INFRASTRUCTURE

The protection of infrastructure is critical to a recovery operation. Examples of infrastructure items that are vulnerable during a debris operation are as follows:

1. Road, Street & Highway wearing surfaces and ROW's
2. Street and Traffic Signs
3. Traffic Signals and Lights
4. Power lines and Poles
5. Phone lines
6. Cable Lines
7. Sewer, Water and Gas Utilities
8. Individual Property Items



It is essential to provide oversight of these items by instruction and monitoring by our quality control staff. All crew supervisors are required to report directly to our sector QC managers on all damage issues to infrastructure.

Protection of Infrastructure is also an element vital to the overall health and safety of our crews and citizens. Trucks striking power lines and other utilities can cause serious injury and even death from careless activities during recovery.

For example, DRC crew leaders are instructed to ensure that each and every load is trimmed and inside the body of the hauling unit; this nearly eliminates the possibility of overhanging debris that can cause a power line break and create an electrical hazard.

DRC operates a damage hotline on all projects. There will be a complaint manager assigned to each specific mission that is responsible for handling all infrastructure damage and repair. This program will be announced in the affected area by various means of public service announcements (PSA's) detailing our (800) number and response team.

The protection of infrastructure begins with the quality control over the entire mechanical operations of the recovery and is completed by the quick, effective response and repair. DRC will investigate all damages and complaints immediately and make resolutions within 24 hours. Critical items will be mitigated on the spot.

PROPER LOADING AND UNLOADING OF TRUCKS

The quality and safety standards of the loading and unloading functions during a recovery operation are handled by management of DRC and supplemented by primary subcontractor management.

Loading

Loading of debris from ROW and ROE's can be potentially dangerous, inefficient and ineligible. Items of concern are:

1. Segregation of Waste
2. Bunching of debris
3. Removal methods and equipment
4. Safe Loading of debris
5. Traffic Control
6. Eligibility Monitoring
7. Truck ticketing – documentation
8. Loading residuals at debris site for final disposal

DRC will direct all loading operations through its project managers, quality control managers, supervisors and primary subcontractor supervisors. Information and examples will be distributed to all crew loading operations.



Copies of the Manuel on Uniform Traffic Control Devices (MUTCD) will be available for all DRC Loading crews at our local office or command center. Haul out loading will be specifically addressed for quality control in the site specific QC and Safety plan once the site is selected.

Unloading of Trucks

Unloading of various debris at the temporary debris storage site (TDSRS) and final disposals area shall be monitored for quality control through DRC Dumps site managers and Dump site QC managers.

Items of concern are as follows:

1. Waste pile management (HHW, C&D, Vegetative)
2. Proper construction and maintenance of containment areas
3. Site Safety
4. Site ingress and egress
5. Traffic flow control
6. Reduction management unloading of trucks
7. Inspection Tower

The inspection towers at the unloading sites are key to quality control of the unloading operation. All trucks are inspected for loads coming into the site and monitored for empty trucks leaving the dumpsite. This monitoring activity helps ensure the validity, safety and quality of this operation. The tower shall be constructed in accordance with Jefferson County, Texas guidelines and positioned in such a manor to allow trucks to safely exist the roadway and line up for load verification. The tower shall be positioned at a minimum 300' from the entry point in any site.

It is key to quality control at any unloading site to mange trucks entering, waiting and exiting the site. This will ensure a safe site and help maintain a high level of production along with reducing environmental risks associated with unloading of debris. Quality control will be achieved through on site management, daily meetings, specific plans and the implementation of these plans.

TRACKING OF HOURLY RATE TASKS

DRC has in place the staff and procedures to accurately and efficiently handle the tracking of hourly rate task and documentation. The quality control of such documents begins in the field. The data will be collected with direct supervision from DRC; all trucks and equipment will be monitored while any work is taken place.

This information will be manually collected on hourly log sheets or by individual tickets for each piece of equipment, truck or personnel. The log sheets or tickets will be solely in the possession of a DRC supervisor at all times. At the end of each day, the DRC supervisor will review the log sheets with the Jefferson County, Texas inspector and check for complete accuracy of the information. Both the DRC supervisor and the Jefferson County, Texas inspector will sign the



daily report and each party will retain a copy of the report. Any changes to the information will be corrected on a daily basis.

Once the daily logs are collected and signed, they will be forwarded to DRC's corporate office to be compiled in to summary sheets for preparation of invoicing. DRC operates a full time date center at its head quarters in Mobile, AL; it is staffed 7 days per week/ 24 hrs per day during any large scale event. The summary of the daily log sheets and all back up documentation will then be forwarded back to DRC's project manager on location. DRC will present this information to Jefferson County, Texas for the purpose of reconciling all information and certifying the accuracy. Any changes would be made at this time and the documentation would then be used in the preparation of the official invoice to the Government. This is our check and balances system for documentation of hourly rate task in a condensed version.

This level of quality control over documentation virtually eliminates potential mistakes, errors and inefficiencies. DRC's project manager and quality control manager along with the QC sector managers will perform routine and surprise checks over our crew supervisors and data collectors. These inspections will serve as the quality control for the potential fraud and manipulation of field data.

At any point the QC managers or supervisors are alerted to potential quality control issues with tracking of documentation, they are immediately required to notify the project manager who will then report directly to the COR.

PRIVATE PROPERTY DEBRIS REMOVAL

When requested by the Jefferson County, Texas, DRC will initiate a Private Property Debris Removal Program. DRC and its subcontractors have initiated and managed Right of Entry (ROE) programs to remove debris on private property and/or demolish private structures that present a public safety hazard. R.O. E. programs may be managed as follows:

RIGHT OF ENTRY (R.O.E.) PROGRAM

A. COMMENCEMENT OF R.O.E. PROGRAM

1. R.O.E. operations will commence upon receipt of a specific task order and notice to proceed from the Government.
2. R.O.E. operations will proceed in an orderly and manageable fashion on publicly and privately owned properties as designated by the Government task order.

B. R.O.E. DOCUMENTATION CHECKLIST

1. Identify affected properties with Government Agency Personnel
2. Computerize a detailed listing of all affected properties, to include:
 - A. Description
 - B. Damages
 - C. Owner with contact information
 - D. Identification of Task Order
 - E. Progress of Work



- F. Sign-off and release
- G. Any peculiarities pertaining to entry or safety
- H. Certification that property is vacant and all valuables have been removed if demolition to occur.
- I. Location of unseen obstructions
- 3. Obtain signed right of entry agreement from owner to include:
 - A. Right of Entry Agreement
 - B. Hold Harmless Agreement (to protect contractor, subcontractors, County/City, and FEMA from claims)
 - C. Non-duplication of Benefits form to ensure owner does not receive both federal assistance and insurance proceeds for the same work.
- 4. Assess the property thoroughly with Government Agency and obtain detailed scope of demolition and/or work to be performed from the Government for each site.
- 5. Obtain proper permits and/or Condemnation Certificates for work, if required.
- 6. Prepare drawings and/or photographs of each site from multiple angles to document condition of property prior to entry.
- 7. Enter photographs into computer under particular ROE file.
- 8. Prepare and maintain computerized schedule and daily progress of work. Update daily for a continuous mechanism to track programs and completion of all ROE's.
- 9. Government shall clearly designate and physically make each property to be entered and/or demolished.
- 10. Clearly locate, mark and/or protect all utilities. Terminate utilities at street if part of task order. Electricity and gas to be terminated by utility company, if appropriate.
- 11. Dispatch Superintendent and Subcontract crew to site to perform debris removal, demolition and/or such other tasks on the private property as may be directed by the Government Agency.

C. FIELD SUPERVISORS/CREW FOREMEN/SUBCONTRACTORS

- 1. Field supervisors and subcontractors will report to the senior field supervisor or project manager.
- 2. All supervisors will be responsible to ensure work is conducted only on those properties designated by the government. Supervisors will not allow work to commence in additional areas until directed by government task order.
- 3. Supervisors shall be responsible for the safety of all personnel and equipment.
- 4. Supervisors will be responsible for collection of daily personnel and equipment time logs, and their distribution to the Company designated representative with a copy given to the government, and/or subcontractors, as appropriate.
- 5. Crew foremen will report to their designated supervisor.
- 6. Foremen and/or clerk of the works will be responsible to ensure work assignments received from their supervisor are completed to the requirements of the government task order.



7. Foremen and/or clerk of the works will be responsible for maintaining the daily personnel and equipment time logs.

D. OPERATIONS

1. Demolition operations will be conducted only on properties as instructed by Government task orders. (Utmost care must be exercised to ensure only the authorized and designated properties are entered and/or structures are demolished and that only the portions of the debris and/or structures as authorized are removed.)
2. All debris will be picked up and loaded into haul trucks in a safe and workman-like manner. Debris shall be trimmed to ensure a safe load. Safety will not be compromised.
3. All crew foreman and field supervisors will be responsible to ensure a rapid and cost effective as possible operation.
4. Hand crews, to ensure maximum production and safe operation, will assist heavy equipment operators in avoiding areas of concern, such as septic tanks, water meters, power lines, etc.
5. All construction and demolition materials will be sized using heavy equipment to ensure maximum loading and safe transport of materials within EPA and DOT standards if applicable.
6. Obvious hazardous materials will be dealt with in accordance with the Government task order and the Corporate Environmental Protection Plan.
7. Traffic control personnel, with appropriate traffic control and safety equipment, will be stationed as appropriate, at each approach point of the work area to maintain traffic control and prevent personal injury. Additional traffic control personnel will be stationed throughout the area, as needed, to ensure safe operations.

E. COMPLETION AND CLOSE OUT

1. Upon completion, the property shall be inspected by Government Inspectors and preferably by the Property Owner.
2. A Completion Certificate should be obtained from the Government Inspectors, signed by them and preferably the Property Owner.
3. Such Completion Certificate should certify also the lack of damages to the property, to any items remaining on the property at the instruction of the Government, and the lack of damages to any adjacent property.
4. Upon completion of the work, pictures are taken of the property from the same sides to document the completion of the ROE.
5. The Completion Certificate should then be added to the computerized ROE Matrix and become part of the final documentation for payment.

DEMOLITION

QUALITY CONTROL AND PROTECTION:

- A. DRC will perform demolition in such manner as to eliminate hazards to persons and property; to minimize interference with use of adjacent areas, utilities and structures or



interruption of use of such utilities; and to provide free passage to and from such adjacent areas of structures.

- B. DRC will provide safeguards, including warning signs, barricades, temporary fences, warning lights, and other similar items that are required for protection of all personnel during demolition and removal operations.
- C. DRC will maintain fences, barricades, lights, and other similar items around exposed excavations until such excavations have been completely filled.
- D. DRC will provide enclosed dust chutes with control gates from each floor to carry debris to truck beds and govern flow of material into truck. Provide overhead bridges of tight board or prefabricated metal construction at dust chutes to protect persons and property from falling debris.
- E. DRC will prevent spread of flying particles and dust. Sprinkle rubbish and debris with water to keep dust to a minimum. Do not use water if it results in hazardous or objectionable condition such as, but not limited to; ice, flooding, or pollution. Vacuum and dust the work area daily.
- F. In addition to previously listed fire and safety rules to be observed in performance of work, include following:
 1. No wall or part of wall shall be permitted to fall outwardly from structures.
 2. Maintain at least one stairway in each structure in usable condition to highest remaining floor. Keep stairway free of obstructions and debris until that level of structure has been removed.
 3. Wherever a cutting torch or other equipment that might cause a fire is used, provide and maintain fire extinguishers nearby ready for immediate use. Instruct all possible users in use of fire extinguishers.
 4. Keep hydrants clear and accessible at all times. Prohibit debris from accumulating within a radius of 4500 mm (15 feet) of fire hydrants.
- G. Before beginning any demolition work, DRC shall survey the site and examine the drawings and specifications to determine the extent of the work. The contractor shall take necessary precautions to avoid damages to existing items to remain in place, to be reused, or to remain the property of Air Force any damaged items shall be repaired or replaced as approved by the Contracting Officer. DRC shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing, and supports as required. DRC shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract. Do not overload structural elements. Provide new supports and reinforcement for existing construction weakened by demolition or removal works. Repairs, reinforcement, or structural replacement must have Contracting Officer's approval.

CLEAN-UP

On completion of work of this section and after removal of all debris, leave site in clean condition satisfactory to Contracting Officer. Clean-up shall include disposal of all items and materials not required to remain property of the Government as well as all debris and rubbish resulting from demolition operations.



DAILY REPORTS

DRC ES shall submit daily progress and quality control reports to the governing entity for all activities. Each report would contain, at a minimum, the following information:

- 1) Letterhead with DRC name and contact information
- 2) Report Date
- 3) Location of completed work
- 4) Location of work for next day
- 5) Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
- 6) List of roads that were cleared (Emergency Clearance)
- 7) Number of Crews (including number of trucks and loading equipment)
- 8) Daily and cumulative totals of debris removed, by category
- 9) Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
- 10) Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
- 11) Number of hazardous trees and hanging limbs removed.
- 12) Problems encountered or anticipated

Typically, Daily Reports are co-signed by the governing entity's inspector to verify work performed. In addition, the governing entity receives an original copy of all load tickets and receives and verifies for co-signature, a Daily Reconciliation Sheet listing each load ticket, the truck number, crew number, street, truck volume, percent full, credited volume of debris removed and the total volume removed for the day. This Daily Reconciliation Sheet is typically verified by the governing entity and becomes the invoicing document for the Contract.

OFFEROR EXPERIENCE

DRC Emergency Services, LLC (DRC ES) is among the leading disaster management groups in the United States providing emergency preparation, response, and recovery from major catastrophes. The primary mission of DRC is professional, honest, and immediate response to natural and man-made disasters throughout the world. DRC has developed extensive experience and capabilities in emergency response and recovery over the last fourteen (14) years including, but not limited to:

- Disaster Management and Relief Services
- Debris Management
- Demolition
- Marine Debris, Salvage, and Recovery
- Vehicle and Vessel Removal And Processing
- Technical Assistance and Project Management
- Temporary Housing, Workforce Housing and Life Support



- Construction, Construction Management, and Demolition
- Landfill Management
- Civil, Heavy, and Vertical Construction
- Road Maintenance
- Canal Bank Stabilization
- Sand Screening and Removal
- Silt Removal
- Storm Drain Clearing
- Emergency Feeding
- Beach Renourishment
- Emergency Generators
- Oil Spill Response and Mining

DRC is capable of handling all or part of any disaster remediation including the FEMA reimbursement process. DRC ES is dedicated to providing professional, cost effective, responsive and quality service. DRC companies and affiliates have the experience, personnel, and equipment to mobilize immediately.

- Highly Qualified and Experienced Supervisors and Project Managers
- Professional and Knowledgeable Administrative Personnel
- Efficient and Professional Work Crews and Equipment Crews
- Qualified, Experienced, and Licensed Subcontractors and Contract Reservists
- Specialized and Maintained Knuckle-Booms Loaders and Bucket Truck Crews
- Heavy Trucks and Hauling Equipment
- Specialized Attachments and All Necessary Support Equipment

Mobile Command Center

HISTORY OF THE FIRM

DRC was incorporated in 1989 and initially worked in the southern United States. The corporate group expanded in February 1991 by establishing offices in Saudi Arabia and Kuwait in the aftermath of the liberation of Kuwait from Iraqi occupation. DRC has since undertaken major reconstruction projects; civil engineering works, vertical construction, heavy road and infrastructure construction, and established numerous work camps throughout the world. In addition to hazardous and medical waste remediation and disposal services, DRC has performed manpower and equipment leasing and landfill management. DRC continues to respond to events across the nation and the globe, performing work for the United States government in places such as Iraq, Afghanistan, and Haiti, and responding to major disaster events such as Hurricanes Ivan, Katrina, Rita, Ike, and Gustav.

RECENT WORK EXPERIENCE

2014 Ice Storms



The winter of 2014 wreaked havoc on the eastern seaboard. DRC's initial work began in Richmond, Virginia supporting the City with ice and snow removal on several occasions in the months of December and January. On February 10, 2014, Ice storm Pax impacted the States of North Carolina, South Carolina and Georgia. DRC Emergency Services' contract with the South Carolina Department of Transportation was activated in preparation of the event and as soon as weather permitted, DRC's crews began clearing roadways. This event damaged and destroyed millions of trees throughout the State of South Carolina. The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in 8 counties, totaling over 12,000 miles of roadway clearing and the trimming of over 225,000 trees. DRC managed and operated over 15 Debris Management Sites reducing and recycling over 1.5 million_cubic yards of debris. Simultaneously, DRC's contracts in North Carolina, were activated in New Hanover County, Pender County, the City of Wilmington for debris removal and reduction of approximately 400,000 cubic yards of debris. The winter of 2014 ended with a late ice storm in the first week of March in the State of North Carolina. In response to the damage caused by this storm, DRC was contracted by the City of Thomasville and the City of Archdale.

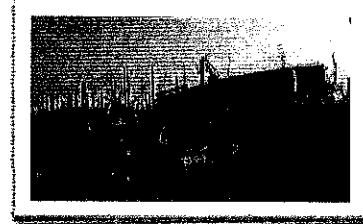
2013 Midwestern Tornado Outbreak

Beginning on May 20, 2013 and lasting nearly a week, severe thunderstorms that produced numerous devastating tornadoes swept through Texas, Oklahoma, Kansas and Missouri before moving on to the northeastern states. Widespread damage was reported, mainly throughout Oklahoma and Missouri. In response to these damaging tornadoes, DRC was contracted to perform debris removal and disaster recovery services in the City of Oklahoma City, Pottawatomie County, Oklahoma and St. Charles County, Missouri. Recovery operations are currently underway.



2012 Super Storm Sandy

On October 29th of 2012, Super Storm Sandy made landfall over Northeastern United States, primarily affecting the States of New York and New Jersey. Its storm surge flooded streets, tunnels and subways and damaged and destroyed thousands of homes. DRC was hired to remove debris from the New York DOT roads on Long Island in Suffolk and Nassau Counties. In New Jersey, we were hired to clean up Piscataway.



2012 Hurricane Isaac

On August 29th of 2012, Hurricane Isaac made landfall over Southeastern Louisiana. This slow moving storm spent nearly 48 hours pummeling the area with hurricane force winds, and also brought with it a significant storm surge. DRC was activated by 9 of our clients in Louisiana, including St. Charles Parish, New Orleans, East Baton Rouge Parish, St. John Parish, Jefferson Parish and the LADOTD. DRC responded to each of these activations immediately and independently.

2011 FEMA Site Development

Beginning in the later part of 2011, DRC broke ground on a Site Development project for the USACE in Minot, North Dakota. Thus far, work has consisted of developing a portion of the site, located in the northeast corner of Minot, for the installation of FEMA temporary group housing. This project has required constant coordination between several different agencies including FEMA, the USACE, and officials with the State of North Dakota as well as local utilities' representatives. Topsoil stripping, grading, excavation, sanitary sewer and water line services, and electrical power and services are just a few examples of DRC's responsibilities with this project.



2011 Tornado Outbreak

In early April 2011, a severe weather event culminated in easily the most prolific, active month for tornados on record. These tornados followed an unprecedeted outbreak that had already affected much of the South East. DRC was contracted by more than five separate entities to perform debris removal services for more than 25 separate contracts. Some of the entities included the North Carolina Department of Transportation, the Alabama Department of Transportation, the Alabama Department of Conservation and Natural Resources, the City of Birmingham, USACE in Joplin, Missouri, as well as various other small cities and townships.

Deepwater Horizon Oil Spill

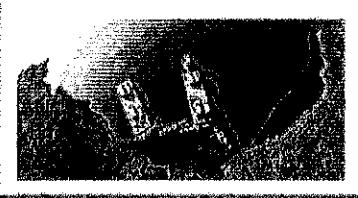
DRC successfully performed in several contracts that were directly related to the oil spill in the Gulf of Mexico which flowed for three months in 2010. The company's depth of knowledge with debris handling in ecologically sensitive environments was a significant asset and provided the ability to be intimately familiar with the placement, management, and removal of oil containment boom. Personnel in this company had a personal interest in protecting the Gulf Coast as they were among the affected residents. During this time, DRC was successfully classified as an Oil Spill Removal Organization (OSRO) by the United States Coast Guard. The company met several classifications which were listed on the OSRO Classification Matrix. Participation in this program allowed DRC to provide professionally recognized services to Escambia County, Florida as well as Plaquemines Parish, Terrebonne Parish, and Lafitte Parish, Louisiana.

The Hurricane Season Of 2009

Despite the unusual lull in hurricane activity for the 2009 hurricane season, DRC remained very much involved in the disaster remediation industry. DRC performed services for approximately 23 contracts that ranged from various types of debris removal to structural and slab demolition. In January of 2009, DRC responded with services and resources in a project funded by the Texas GLO that included debris removal and vessel recovery. The Texas GLO requested assistance for the removal of marine debris that was generated as a result of Hurricane Ike in 2008. These services were performed in Trinity, Galveston, East and West Bay and have an approximate contractual value of \$22,703,700.00. DRC also provided services for areas such as Kentucky and Arkansas that were ravaged by severe ice storms. These services are valued at approximately \$11,157,132.02. Also included in DRC's list of 2009 projects were residential demolition, structural and slab demolition, and barge removal. These contracts, performed for governmental agencies ranging from the Texas GLO to the town of North Topsail Beach, North Carolina, are all currently estimated at \$43,285,257.75

The Hurricane Season Of 2008

In 2008, Hurricanes Gustav and Ike devastated the Louisiana and Texas coastlines. DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston. In Houston, Texas, DRC ES established industry benchmarks by achieving a FEMA record for hauling debris in a single day under a FEMA disaster declaration project. DRC's work in these regions was nearly completed in a little over two months, having quickly restored these communities in the wake of severe storms.



The Hurricane Season Of 2005

The 2005 hurricane season brought the strongest storms and the worst natural disaster in our nation's history. The DRC family of companies is proud to have assisted in the recovery following the devastation of Hurricanes Katrina, Rita, Wilma, and Cindy affecting the Florida Keys,



throughout Mississippi and Louisiana, and into Houston, Texas. To date, DRC has successfully completed over \$130,000,000 in disaster remediation in the hardest hit parishes of Louisiana and in Monroe, Escambia, and Miami-Dade counties in Florida, as well as the eastern coastal counties of Texas.

The Hurricane Season Of 2004

In the aftermath of Hurricanes Charley, Frances, Jeanne and Ivan in the fall of 2004, DRC and its teaming partners and/or subcontractors, performed 37 virtually simultaneous contracts and \$150,000,000 in emergency work, including the removal of over 10,000,000 cubic yards of debris and the restoration of miles of beaches, throughout the state of Florida, from Monroe County to Escambia County, as well as projects in Virginia, South Carolina, and Texas.

REFERENCES

Hurricane Ike Debris Management - City of Houston

Address: 611 Walker Street, 12th Floor
Houston, Texas 77002

Tel: 713-837-9103 Fax: (713) 837-9110

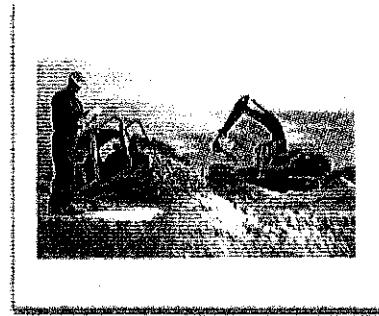
POC: Vic Ayres-Deputy Director or Harry Hayes - Director of Solid Waste
SWDDirector@cityofhouston.net

Performance period: September 2008- 2009

Approximate fee for services: \$58,104,612.00

Brief description of project: Emergency
hurricane debris clearing and removal for the
City of Houston in the aftermath of Hurricane
Ike.

Quantity of debris removed: 5,035,439.18 total
cubic yards



Hurricane Katrina - Debris Removal - Plaquemines Parish, Louisiana

8056 Highway 23

Suite 308

Belle Chasse, LA 70037

Tel: (504) 274-2460 or (504) 329-1286

POC: Billy Nungesser, Parish President 504-274-2460

bnungesser@plaqueminesparish.com

Project Team: DRC



Performance Period: May 2007 - Present
Approximate fee for services: \$37,500,000.00

Brief description of service In the wake of Hurricane Katrina, DRC was contracted by the Plaquemines Parish Government to provide debris removal ROE, canal debris removal, ditch and culvert debris removal, repairs to the Port Sulphur Government Building, replacement of the Buras Auditorium and the District 8 Council Building.

Quantity of debris removed: 410,333.10 cu yd

Winter Ice Storm 2006 - Debris/Tree Removal - Town of Amherst, New York

1042 North Forest Road
Williamsville, New York 14221

Tel: (716) 631-5990

POC: Robert Anderson, Superintendent of Highways 716-631-5990
randerson@amherst.ny.us

Project Team: DRC

Performance period: October, 2006 – December, 2006

Approximate fee for services: \$12,000,000

Brief description of service: DRC responded to Amherst, New York in the aftermath of the 2006 Winter Ice Storm "October Surprise".

Quantity of debris removed: approximately 800,000 cubic yards of debris and 30,000 trees.

Hurricanes Dennis, Katrina, Rita, and Wilma-Debris Removal-Monroe County, Florida

1100 Simonton Street 2-216
Key West, Florida 33040

Tel: 305-295-4329; Fax: 305-295-4321

POC: Judy Clark, Director of Engineering Services
Email: Clarke-Judith@monroecounty-fl.gov

Project Team: DRC

Performance period: 2005-2006

Approximate fee for services: \$15,000,000

Brief description of service: Clearance of hurricane generated debris following Hurricanes Dennis, Katrina, Rita, and Wilma.

Hurricane Katrina-Louisiana Department of Transportation and Development

Address: 3300 Mac Arthur Drive
Alexandria, LA 71307

Tel: 225-379-1836 Fax: 225-379-1861

POC: Rhett A. Desselle- Assistant District 08 Administer of Operations
Rhett.Desselle@la.gov

Performance period: September 2005 – June 2006

Approximate fee for services: Over \$105,000,000

Brief Description of Service: In the wake of Hurricane Katrina in September 2005, DRC was contracted by the Louisiana Department of Transportation and Development to



provide debris removal in thirteen parishes including the most heavily affected parishes Orleans, St. Bernard, Plaquemines, Jefferson, and St. Tammany

Hurricanes Jean, Frances and Wilma - Debris Removal - Martin County, Florida

2151 SE Aviation Way
Stuart, Florida 34996

Tel: 772-221-1394 ext. 4; Fax: 772-221-1466

POC: Darrell Wright, Project Manager, 772-260-6066 Email: dwright@martin.fl.us
Project Team: DRC

Performance period: 2004-2006

Approximate fee for services: \$25,000,000

Brief description of service: Clearance of hurricane generated debris following Hurricanes Jeanne and Frances (2004) and Hurricane Wilma (2005)

Quantity of debris removed: For storms Jeanne and Frances, DRC removed 1,046,669 cubic yards of debris and 347 stumps. For Hurricane Wilma, DRC removed 335,032 cubic yards of debris.

Hurricane Ivan - Clearing and Restoration - Escambia County Florida

223 Palafox Place Suite 300
Pensacola, Florida 32501

Tel: 850-554-2772 Fax: 850-595-4923

POC: Claudia Simmons, Manager Office of Purchasing, 850-595-4987,
Email: claudia_simmons@co.escambia.fl.us

Project Team: DRC

Performance period: September 2004 – February 2006

Approximate fee for services: \$ 50,000,000

Brief description of service: Clearing and restoration of approximately 15 miles of Pensacola, Florida beaches destroyed by Hurricane Ivan. Removal and cleaning of beach sand, dune restoration and removal of remaining debris. Debris removal and condemnation of beachfront structures as directed by the Government. Management of ROE project.

Quantity of debris removed: Approximately 1.7 million cubic yard

Additional references are attached in Tab H Appendix C

10 YEAR PAST PERFORMANCE

(Key Texas Projects)

- **2015, June:** Texas Department of Transportation (Waller and Montgomery County), Debris Removal and Disposal
- **2015, May:** City of Bellaire, Texas, Disaster Debris Removal Services
- **2015, May:** City of Houston, Texas, Disaster Debris Removal Services
- **2015, May:** City of Houston, Texas, Base Camps Clearing
- **2014, December:** Texas Department of Transportation (Smith County), Tree Removal



- **2012, May:** Corpus Christi, Texas, Debris Removal **\$482,331.96**
- **2011, October:** Houston, Texas, Debris Removal in City Parks and ROW's **\$3,786,080.94**
- **2009, April:** Texas Department of Transportation (Galveston County), Bolivar Ditch Excavation Est.: **\$306,413.28**
- **2009, February:** Harris County, Texas, Hurricane Ike Debris Removal **\$24,750.00**
- **2009, January:** Texas General Land Office, Hurricane Ike Marine Debris Removal **\$22,703,700.00**
- **2008, October:** Texas Department of Transportation (Hardin East), Hurricane Ike Debris Removal ROW **\$176,893.20**
- **2008, October:** Texas Department of Transportation (Chambers East), Hurricane Ike Debris Removal ROW **\$413,525.00**
- **2008, October:** Texas Department of Transportation (Orange County), Hurricane Ike Debris Removal **\$2,206,012.92**
- **2008, October:** Groves, Texas, Hurricane Ike Debris Removal **\$16,584.24**
- **2008, October:** Port of Galveston, Texas, Hurricane Ike Debris Removal **\$467,898.84**
- **2008, September:** Galveston, Texas, Hurricane Ike Debris Removal **\$38,007,492.62**
- **2008, September:** Harris County, Texas, Hurricane Ike Debris Removal **\$19,446,030.96**
- **2008, September:** Piney Point Village, Texas, Hurricane Ike Debris Removal **\$693,346.07**
- **2008, September:** Taylor Lake Village, Texas, Hurricane Ike Debris Removal **\$598,735.91**
- **2008, September:** Bellaire, Texas, Hurricane Ike Debris Removal **\$880,126.19**
- **2008, September:** Port Neches, Texas, Hurricane Ike Debris Removal **\$450,447.33**
- **2008, September:** Jefferson County, Texas, Hurricane Ike Debris Removal **\$1,996,522.66**
- **2008, September:** Nassau Bay, Texas, Hurricane Ike Debris Removal **\$480,179.64**
- **2008, September:** Nederland, Texas, Hurricane Ike Debris Removal **\$915,993.94**
- **2008, September:** Humble, Texas, Hurricane Ike Debris Removal **\$646,447.07**
- **2008, September:** Jamaica Beach, Texas, Hurricane Ike Debris Removal **\$2,605,261.37**
- **2008, September:** Port Arthur, Texas, Hurricane Ike Debris Removal **\$6,831,004.19**
- **2008, September:** Baytown, Texas, Hurricane Ike Debris Removal **\$3,116,996.01**
- **2008, September:** El Lago, Texas, Hurricane Ike Debris Removal **\$308,842.37**
- **2008, September:** Jefferson County Drainage District No. 7, Texas, Hurricane Ike Debris Removal **\$1,645,364.59**
- **2008, September:** Houston, Texas, Hurricane Ike Debris Removal **\$65,138,381.25**
- **2005, October:** Jefferson County, Texas, Hurricane Rita Emergency Debris Removal **Over \$15,000,000.00**

DATE 2015	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
August	ALDCO/EPD/STC/2 Lusaka Office/Atch	Tree Trimming and Removal	Maintenance Contract



DATE	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	TXDOT, Smith County	Tree Removal	Work in Progress \$166,050.00
November	Houston Parks Board	Bayou Greenways Tree pruning and Forestry- Maintenance Contract	Work in Progress \$130,500
November	Brazos County, TX	Tree Trimming and Removal	Work in Progress Maintenance Contract
October	Harris County, TX	South Richey Stormwater Detention Basin Excavation	Work in Progress \$5,350,171.15
January	Harris County, TX	Expansion of James Driver Park Phase One	Work in Progress \$1,506,550.65
February	Newsome-Diamond Benefits Area MUD Within the City of Houston/Harris Montgomery County, TX	Master Channel 31 Drainage Channel Excavation	Work in Progress \$883,128.79
March	City of Corpus Christi, TX	Phase 2- Clearing and Grubbing	Work in Progress \$325,963.88
April	Castlerock Communities, LP Houston, TX	Goose Creek Landing - Section 1 Clearing	Work in Progress: \$39,300.00
April	Castlerock Communities, LP Houston, TX	Goose Creek Landing- Detention Pond Clearing	Work in Progress \$39,364.00
May	Parish of East Baton Rouge, LA	Disaster Street Clearing Debris Collection, Removal, Processing, Disposal and Management Services	Est. Value: \$420,000
May	Ascension Parish, LA	Storm Cleanups as a result of the weather system on Monday April 27, 2015	Est. Value: \$60,000
June	TxDOT Waller and Montgomery County	Debris Removal and Disposal	Work in Progress
July	Jackson County, MS	LANDFILL SERVICES FOR CHIPPING, GRINDING, HAULING AND DISPOSAL OF VEGETATIVE DEBRIS	Est. Value: \$67,200.00
July	St. Louis County, MO	Tree Removal	Work in Progress



August	ALDOI 2nd Divisional District 3	Tree Trimming/Canopy Removal District 3	Work in Progress \$125,117.00
August	Jefferson Parish Public Works	Stumps and Root Mass Grinding	Work in Progress \$50,000
July	City of Athens, AL	Grinding and Disposal of April /May 2014 Storm Debris/Green Waste	\$65,452.00
July	Hyde County, NC	Hurricane Arthur Debris Management Services	Estimated: \$8,750
July	Houston Parks Board	Bayou Greenways Tree Pruning and Forestry Maintenance Contract	Work in Progress \$130,500
July	City of Shreveport, LA	Cross Lake Dam Embankment Vegetation Removal	Work in Progress \$252,284.26
July	City of Center Point, AL	Demolition and Cleanup	Work in Progress Est. \$32,911.00
July	City of Archdale, NC	Winter Storm Debris Easement Removal	Work in Progress Est. \$75,000.00
July	City of Jonesboro, AR	Debris Removal	Work in Progress Est. \$270,000.00
May	City of Archdale, NC	Winter Storm Debris Removal	Work In Progress \$228,000.00
May	Gulf Breeze, FL	Emergency Debris Removal	\$108,995.46
May	Okaloosa, FL	Emergency Debris Removal	\$5,816.78
April	Thomasville, NC	Debris Removal and Disposal, Debris Management, and Debris Clearance	\$43,222.69
March	City of New Orleans	Strategic Demolitions for Economic Recovery	Work in Progress \$6,685,950.00
February	New Hanover, NC	Emergency Response, Management, and Recovery	\$1,146,565.55
February	Wilmington, NC	C&D Debris Removal and Vegetative Debris Removal and Disposal	\$1,555,223.85
February	Pender County, NC	Debris Management and Site Disposal	\$66,447.07
February	South Carolina Department of Transportation	Clearing Roads, ROW, Debris Hauling due to a hurricane/storm event	Work in Progress Approx \$40,000,000.00
January	Richmond, VA	Snow Removal Services	\$36,555.00



DATE 2013	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
January	LADOTD – Webster Parish	Tree Removal in Webster Parish	Work In Progress Est. \$458,785
December	201 St. Lucie	Channel Bank Stabilization Improvements (3 Segments)	Work In Progress Est. \$2,022,930.54
September	LADOTD – Bienville Parish	I-20 Tree Removal in Bienville Parish	Work In Progress Est. \$348,053
July	St. Louis County, MO	Tree Removal & Stump Grinding	Work In Progress Est. \$16,024.71
June	St. Charles County, MO	Emergency Storm Debris Removal	923,105.33
June	Bridgeton, MO	Emergency Storm Debris Removal	389,013.31
June	Pottawatomie County, OK	Emergency Cleanup of Storm Debris	\$418,256.75
June	City of Oklahoma City	Emergency Storm Debris Removal	\$1,853,206.11
May	Terrebonne Parish Consolidated Govt.	St. Louis Bayou Cleanout	Work In Progress Est. \$924,950.00
April	Chesapeake Disaster Relief, LLC	Super Storm Sandy Marine Debris Removal Ocean City, NJ	\$512,750.50
DATE 2012	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	Piscataway, New Jersey	Super Storm Sandy Debris Removal	\$1,498,637.31
November	New York Department of Transportation	Super Storm Sandy Debris Removal Nassau County	\$5,190,265.72
November	New York Department of Transportation	Super Storm Sandy Debris Removal Suffolk County	\$8,224,716.15
November	New York Department of Transportation	Super Storm Sandy Debris Removal Suffolk County	\$3,607,572.53
November	Harford County, Maryland	Super Storm Sandy Management of Vegetative Debris	\$29,671.63
September	Ascension Parish	Hurricane Isaac Debris Removal	\$279,364.17
September	LADOTD District 62	Hurricane Isaac Debris Removal	\$913,039.39



September	Mandeville, LA	Hurricane Isaac Debris Removal	\$465,559.22
September	St John the Baptist	Hurricane Isaac Debris Removal	2,919,975.96
September	Jefferson Parish	Hurricane Isaac ROW Debris Removal	\$1,713,925.30
September	East Baton Rouge	Hurricane Isaac Disaster Management	\$2,474,520.78
September	St. Charles Parish	Hurricane Isaac Debris Removal	\$506,673.33
August	Jefferson Parish	Hurricane Isaac ROW Debris Removal	\$64,402.51
August	NOLA	Hurricane Isaac Debris Removal	\$2,576,871.94
August	DDD NOLA	Hurricane Isaac Debris Removal	\$14,858.79
August	State of Louisiana	Hurricane Isaac - Mass Feeding	\$23,750.00
August	State of Louisiana	Hurricane Isaac - Catering Services	\$21,030.00
August	State of Louisiana	Hurricane Isaac - Delivered MRE's to Lemoine, LA	\$1,604.64
August	State of Louisiana	Hurricane Isaac Sand Delivery	\$19,680.00
August	EDOJL District 7-14	Hurricane Isaac - Cut and Loss Contract #7-1023	\$17,560.00
July	St. Clair County, AL	PWB #29 Shoal Creek Extension	\$188,864.00
July	VDLM	Logistics/Emergency Supplies	\$96,911.80
July	Corpus Christi, TX	Brush Collection	\$249,070.83
June	Matthews County, VA	Logistics/Emergency Supplies	\$13,109.00
May	Corpus Christi, TX	Debris Removal	\$482,331.96
May	Moody, AL	Storm Debris Removal	\$69,375.00
May	Limestone County, AL	Waterway Debris Removal	\$164,605.02



DATE	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
May	St. Clair County, AL	Shoal Creek Debris Removal	\$682,000.00
May	St. Clair County, AL	Kelly Creek Debris Removal	\$173,782.00
April	Hurtselosoosa, AL	Forest Lake Debris Removal	\$142,817.00
March	Pendleton County, KY	Tornado debris removal from county road right of ways	\$144,039.22
March	Lakeville Consolidated Government	Emergency Disaster Debris Removal From March 2012 Floods	\$52,707.84
February	Center Point, AL	Disaster Debris Removal, Reduction & Disposal for January 2012 Tornadoes	\$458,260.06
January	Hurtselosoosa, AL	Structural demo, Debris removal and site cleanup	\$15,691,534.80
DATE	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	Barrington, RI	Tub Grinding @ Town Compost Site	\$81,956.92
October	Houston, TX	Debris Removal in City Parks and ROWs	\$3,780,080.92
September	Southern Shores, NC	Debris Removal - Hurricane Irene	\$240,643.61
September	Pamlico County, NC	Veg and C&D Debris Removal - Hurricane Irene	\$1,583,586.23
September	New Hanover County, NC	Veg / C&D Debris Removal & Disposal	\$278,255.70
September	VDOT - Ashland Residency	L & H Debris Removal - Hurricane Irene	\$4,298,716.62
September	Richmond, VA	Disaster Recovery Services - Hurricane Irene	\$895,762.35
September	Pender County, NC	Site Mgmt @ Rocky Pt Convenient / Morris Tract in homestead	\$42,897.68
September	Cranston, RI	Debris Removal - Hurricane Irene	\$1,209,413.46
September	Narragansett, RI	Debris Removal - Hurricane Irene	\$4,7526.23
September	Calvert County, MD	L & H Debris Removal - Hurricane Irene	\$143,659.44
September	USAID - Minot, North Dakota	Mobile Home Group - Site Development - Minot, ND	\$9,367,899.71
September	North Topsail Beach, NC	Debris Removal - Hurricane Irene	\$4,950.00
September	Gilmerland, RI	Debris Removal - Hurricane Irene	\$53,440.00



September	Providence, Rhode Island	Debris Removal – Hurricane Irene	\$209,399.00
September	Rhode Island D.O.T.	Emergency Push – Hurricane Irene	\$175,645.00
August	Holmes County, MS	Debris removal – 2011 Tornadoes	\$36,515.94
August	VDOT	Logistic/Lite Support Services – due to Hurricane Irene Portable Showers & Toilets, Bottled Water, Fuel, Generators, Refuel Trucks	\$312,000.00
August	Harford County, MD	Provided Roll Off containers due to Hurricane Irene	\$66,012.00
August	St. Mary's County, MD	Push/Load and Haul Debris Removal – Hurricane Irene	\$855,323.40
August	Havelock, NC	Debris Removal – Land H Hurricane Irene	\$213,132.34
August	VDOT	Emergency Push (Suffolk, VA) – Hurricane Irene	\$82,870.00
August	VDOT Hampton Road District, Virginia	Debris Removal – Hurricane Irene	\$7,701,214.94
July	Durant, MS	Vtg Debris Removal, Hauling & Disposal – 2011 MS Tornado	\$26,745.80
June	City of Birmingham, AL	Debris removal related to April tornado	\$967,820.03
June	AL DOT Division 3 Jefferson County, AL	Debris removal related to April tornado	\$260,979.00
June	AL DOT Division 3 Shelby County, AL	Removal and Disposal of Storm Debris and Damaged Trees	\$1,688.89
June	AL DOT Division 3 St. Clair County, AL	Removal and Disposal of Storm Debris and Damaged Trees	\$2,125,836.34
June	AL DOT Division 3 Blount County, AL	Removal and Disposal of Storm Debris and Damaged Trees	\$3,255,622.52
June	USACE W912DQ-11-R-1033 DRC ES Teaming with Intelligent Investments, Inc.	Debris Collection & removal / Joplin Tornado Recovery Effort	\$2,367,159.37
June	USACE W912DQ-11-R-1036 DRC ES Teaming with R & R Trucking, Inc.	Debris Collection & removal / Joplin Tornado Recovery Effort	\$2,869,470.40
June	Plaquemines Parish, LA Temp/Correctional Training Facility	Provision of temporary correctional training facility	\$2,049,081.72
June	Clay County, MS	Removal and Disposal of Storm Debris and Damaged Trees	\$47,150.10
June	City of New Orleans, LA	DEMIA Demolition Program – Hurricane Katrina & Rita	\$2,860,893.60



May	Fultondale, AL Jefferson County	Debris removal related to April tornado	\$985,685.26
May	Gallion County, AL	Debris removal related to April tornado	\$4,652,426.66
May	East Baton Rouge, LA Recreation and Park Commission Central Community Sports Park	Recreation Facility Construction	\$2,768,672.22
May	City of Tusville, AL	Debris removal related to April tornado	\$99,620.38
May	AL DOT Division 1 District 4 (AL 69 and 79 Marshall County)	Debris removal related to April tornado	\$403,935.00
May	City of Birmingham	Debris removal related to April tornado	\$5,578,914.05
May	AL DOT Division 1 District 4 (AL 91 Cullman County, AL)	Debris removal related to April tornado	\$993,538.00
May	AL DOT Division 1 District 4 (AL 227 & AL 62 Marshall County)	Debris removal related to April tornado	\$1,792,201.95
May	AL DOT Division 1 District 4 (I-65 Cullman County, AL)	Debris removal related to April tornado	\$1,689,537.00
May	AL DOT Division 1 District 4 (AL 74 AL 101 US 31 & AL 67 Marshall & Cullman Counties)	Debris removal related to April tornado	\$233,334.00
May	AL DOT Division 1 District 4 (US 278 & US 31 Cullman County, AL)	Debris removal related to April tornado	\$171,479.00
May	AL DOT Division 1 District 3 (Jackson County, AL)	Debris removal related to April tornado	\$454,803.00
May	AL DOT Division 1 District 3 (DeKalb County, AL)	Debris removal related to April tornado	\$165,183.00
May	AL DOT Division 1 District 2 (Huntsville, AL)	Debris removal related to April tornado	\$2,950,669.00
May	Town of Phil Campbell, AL	Debris removal related to April tornado	\$2,343,961.22
May	Franklin County, AL	Debris removal related to April tornado	\$2,339,792.44
May	Alabama Department of Conservation and Natural Resources (Guntersville State Park)	Debris removal related to April tornado	\$2,302,133.60
April	USAID-Nashville, TN	Metro Center Levee Improvements-construction of bike path on existing levee	\$1,033,680.57
April	Southern Industrial Contractors-St. Bernard Parish, LA	Roadway restoration project- repairs throughout the Parish	\$262,934.70



April	NC DOT-Johnson County, NC	R.O.W. debris removal and disposal related to the April tornado	\$98,739.61
April	NC DOT-Wilson County, NC	R.O.W. debris removal and disposal related to the April tornado	\$46,359.56
April	NC DOT-Greene County, NC	R.O.W. debris removal and disposal related to the April tornado	\$161,472.00
DATE 2010	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Richmond, VA	Snow Push	\$27,803.50
September	Corpus Christi, TX	Debris Removal - yearly maintenance	\$340,133.67
July	World Food Program	Haiti - Construction and operation of secured community housing and support facilities	\$7,186,840.47
May	Monroe County, FL	Lobster Trap Removal	\$1,771,856.38
May	Escambia County, FL	Oil Spill Recovery for BP Oil Spill	\$5,015,323.99
May	United States Environmental Services LLC - Louisiana	Provision of Boom - for BP Oil Spill	\$1,000,000.00
May	Lawson Environmental Louisiana	Provision of Boom - for BP Oil Spill	\$884,000.00
May	Orleans Parish Criminal Sheriff's Office	Temporary Inmate Housing	\$9,025,109.43
May	City of Nashville, TN	Flood Debris Removal	\$240,509.17
May	BP-Deep Water Horizon Oil Spill Response	Oil Spill Recovery efforts Plaquemines Parish, Lafourche and Terrebonne Parish, LA and the Panhandle of Florida	EST. \$170,000,000.00
May	State of Florida DEP Santa Rosa County	Placement of Oil Containment Boom	\$1,479,192.30
May	Coastal Planning and Engineering Okaloosa County	Placement of Oil Containment Boom	\$5,107,096.40
April	Red Cross	Provision of Temporary office space	\$163,112.00
March	Terrebonne Parish Consolidated Government	Demolition of 83 houses	\$400,000.00
February	City of New Orleans, Louisiana	Strategic Demolition	\$5,265,125.00



DATE 2009	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Anne Arundel County, Maryland	Snow Push	\$3,610,362.00
December	Virginia Department of Emergency Management	Snow Push	\$477,178.55
November	TXDOT-Cherokee County	Tree Trimming & Brush Removal	\$171,176.25
November	New Orleans, LA	Construction of City Park Tennis Center	\$3,680,000.00
August	Louisiana Land Trust # 7	Structure and slab demo Orleans, Jefferson, St. Bernard Parish	\$126,480.00
August	Louisiana Land Trust # 11	Structure and slab demo Orleans Parish	\$1,277,740.00
July	Assumption Parish Police Jury, LA	Debris Removal El. Zekiel St. Dumpsite	\$94,970.00
July	Grand Isle State Park, LA	Erosion Control	\$1,392,700.00



DATE 2008	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
July	Iberville Parish, LA	Removal of Sunken Barges	\$1,960,000.00
July	Jefferson Parish, LA	Private property demolition in Bataria, Lafitte, Crown Point and Grand Isle	\$1,323,044.20
June	North Topsail Beach, NC	Berm Shaping	\$220,459.00
April	Birmingham Airport Authority	Demolition	Est. \$148,464.00
April	Lafayette, Louisiana	Demolition of residential houses	\$12,664.00
April	TXDOT Galveston County	Bolivar Ditch Excavation	Est. \$306,413.28
March	Lexington-Lafayette Urban County Government Parks and Recreation	Ice Storm Debris Removal	\$1,773,877.50
March	LADOTD	Hurricane Gustav Chipping and Grinding	\$144,565.00
March	Graves County, Kentucky	Ice Storm Debris Removal	\$2,920,183.54
March	Baxter County, Arkansas	Ice Storm Debris Removal	\$4,519,870.90
February	Lexington-Kentucky Urban County Government	Ice Storm Debris Removal	\$780,000.00
February	Blytheville, Arkansas	Ice Storm Debris Removal	\$1,481,569.99
February	Kentucky DOT – District 1	Ice Storm Debris Removal	\$5,852,377.80
February	Harris County, TX	Hurricane Ike Debris Removal	\$24,750.00
February	Fayetteville, Arkansas	Ice Storm Debris Removal 2009	\$2,592,537.17
February	Kentucky DOT – District 2	Ice Storm Debris Removal	Est. \$509,174.25
January	Texas General Land Office	Hurricane Ike Marine Debris Removal	Est. \$22,703,700.00
October	USACE Vicksburg District	Drift and Debris Removal and Associated Work , Coldwater Rivershed	\$467,280.00



October	Texas DOT - Hardin East	Hurricane Ike Debris Removal ROW	\$1,763,893.20
October	Texas DOT Chambers East	Hurricane Ike Debris Removal ROW	\$413,525.00
October	Bayou Lafourche Fresh Water District	Hurricane Gustav Debris Removal	\$772,320.00
October	Texas DOT - Orange County	Hurricane Ike Debris Removal	\$2,206,012.92
October	Groves, TX	Hurricane Ike Debris Removal	\$1,653,842.91
October	Port of Galveston, TX	Hurricane Ike Debris Removal	\$467,898.84
September	Plaquemines Parish, LA	Repairs to Buras Library Hurricane Gustav	\$3,197,000.00
September	Westwego, LA	Hurricane Gustav Debris Removal	\$35,674.67
September	Kenner, LA	Hurricane Gustav Debris Removal	\$313,000.00
September	New Orleans, LA	Hurricane Gustav Debris Removal	\$1,650,562.67
September	St. John the Baptist, LA	Hurricane Gustav Debris Removal	\$792,395.68
September	St. Landry Parish, LA	Hurricane Gustav Debris Removal	\$2,992,882.80
September	Baton Rouge, LA	Hurricane Gustav Emergency Push and Debris Removal	\$3,368,184.69
September	Lafayette, LA	Hurricane Gustav Emergency Push and Debris Removal	\$4,506,624.12
September	Iberia, LA	Hurricane Gustav Debris Removal	\$1,793,463.03
September	Tangipahoa, LA	Hurricane Gustav Debris Removal	\$2,780,902.26
September	LADOTD DEPT DISTRICT 23-561-62	Hurricane Gustav Debris Removal	\$10,970,757.96
September	Galveston, TX	Hurricane Ike Debris Removal	\$38,007,492.62
September	Harris County, TX	Hurricane Ike Debris Removal	\$19,446,030.96



September	Piney Point Village, TX	Hurricane Ike Debris Removal	\$693,346.07
September	Taylor Lake Village, TX	Hurricane Ike Debris Removal	\$598,735.91
September	Bellaire, TX	Hurricane Ike Debris Removal	\$880,126.19
September	Port Neches, TX	Hurricane Ike Debris Removal	\$150,447.53
September	Jefferson County, TX	Hurricane Ike Debris Removal	\$1,996,522.66
September	Nassau Bay, TX	Hurricane Ike Debris Removal	\$480,179.64
September	Nederland, TX	Hurricane Ike Debris Removal	\$915,993.94
September	Humble, TX	Hurricane Ike Debris Removal	\$616,447.07
September	Jamaica Beach, TX	Hurricane Ike Debris Removal	\$2,605,261.37
September	Port Arthur, TX	Hurricane Ike Debris Removal	\$6,831,004.19
September	Baytown, TX	Hurricane Ike Debris Removal	\$3,116,996.01
September	Galveston, TX	Hurricane Ike Debris Removal	\$3,083,842.37
September	Jefferson County Drainage District No. 7, TX	Hurricane Ike Debris Removal	\$1,645,364.59
September	Houston, TX	Hurricane Ike Debris Removal	\$65,138,381.23
July	Plaquemines Parish, LA	Repairs to Buras Auditorium Project No. 06-08-03 – Hurricane Katrina	\$4,468,000.00
June	Parkersburg, LA	Debris Recovery Contract	\$5,486,500.00
June	Plaquemines Parish, LA	Repairs to Hurricane Damage at Port Sulphur Government Building Hurricane Katrina	\$3,676,593.00
June	Plaquemines Parish, LA	Replacement of the Recreation/Sign/Prown Building Hurricane Katrina	\$2,924,000.00
June	Plaquemines Parish, LA	Replacement of the District 8 Council Building – Hurricane Katrina	\$1,486,968.00



DATE 2007	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Jefferson Parish, LA	Private Property Demolition	\$131,942.36
December	Webb City, MO	Debris Removal Related to the Dec 9 & 10, 2007 Ice Storm	\$529,758.39
November	City of New Orleans, Louisiana	Hurricane Katrina - Demolition of Flood Damaged Homes	\$13,142,471.87
October	Jefferson Parish, LA	Hurricane Katrina - Demolition of Flood Damaged Homes	\$727,483.00
July	Plaquemines Parish, Louisiana	Hurricane Katrina - Canal Debris Removal	\$19,614.201.76
July	Plaquemines Parish, Louisiana	Hurricane Katrina - Ditches and Culverts	\$6,130,367.93
July	USCG Jackson County, MS Marine Debris Removal RFP #HSCG84-07-R-HYV063	Hurricane Katrina - Marine Debris Removal, subcontractor to CDP, Inc.	\$2,097,212.76
July	New Orleans Regional Transit Authority	Hurricane Katrina - Disposal of approximately 300 buses	\$345,400.00



April	City of Marshfield, MO	Ice Storm Debris Removal	\$ 143,931.12
April	USCG Bay St. Louis	Hurricane Katrina - Marine Debris Removal, subcontractor to CDP, Inc.	SS-HG-974-108
March	City of Kenner, LA Tree/Hanger partner w/ Cycle Construction	Hurricane Katrina - Tree and Hanger Removal Teaming Partners with Cycle Construction	\$97,490.00
March	Plaquemines Parish, Louisiana	Hurricane Katrina - Debris Removal (ROL)	\$158,340.72-13
March	USCG LA Couvillion / 9 Parishes/Marine Debris Removal Timothy Couvillion Couvillion Group	Hurricane Katrina - Marine Debris Removal, subcontractor to Couvillion	\$2,455,875.00
February	Greene County, Missouri	Ice Storm Debris Removal	\$67,053.79-13
February	Louisiana Department of Environmental Quality	Hurricane Katrina Remediation and Disposal of Vehicles and Vessels	\$725,123.00
January	City of Springfield, Missouri	Ice Storm Debris Removal	\$9,965.29-162
DATE	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	United States Coast Guard (CDP)	Hurricane Katrina Marine Debris Removal in MS and LA (various projects - DRC subcontractor to CDP, Inc.)	MS-\$1,365,703.17 LA-\$2,383,978.16
November	Town of Amherst, New York	Ice Storm Debris Removal	\$12,210,418-13
November	Orleans Levee District	Hurricane Katrina Vessel and Debris Removal - South Shore Harbor	\$608,045.58
October	El dor International	Construction of 500ft main Greenfield work camp in Hainan for U.S. Embassy Construction	\$18,831,389.00
July	Louisiana Department of Environmental Quality	Hurricane Katrina - Vessel Recovery	\$870,583.76
June	U.S.A.C. (Earthen Clay levee)	Stockpiling of Earthen Clay for levees in Plaquemines Parish, LA	\$1,634,061.52
May	Louisiana Department of Environmental Quality	Hurricane Katrina Removal of Vehicles and Vessels	\$13,550,934.33
May	St. Bernard Parish, LA	Hurricane Katrina Installation of FEMA Travel Trailers	\$3,822,278.00
May	Monroe County, FL	Hurricane Wilma Removal of Marine Debris and Derelict	\$3,778,952.80



		Vessels	
April	CITY OF GULFPORT, MISSISSIPPI	Hurricane Katrina Emergency Debris Removal	\$2,798,411.53
DATE	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
October	Jefferson County, TX	Hurricane Rita Emergency Debris Removal	Estimated \$15,000,000.00
October	Westlake, LA	Hurricane Rita Emergency Debris Removal	Estimated \$15,000,000.00
September	Mississippi Department of Transportation (Greene County)	Hurricane Katrina Emergency Debris Removal	
September	Florida Department of Transportation (Monroe County)	Hurricane Emergency Debris Removal (Monroe County)	

CURRENT PRE-POSITION CLIENTS OF DRC

DRC has been selected as pre-positioned, pre-qualified, or "stand-by" contractor for over 200 government entities and political subdivisions. We currently serve approximately 175 communities in this capacity from the Southwest United States to Florida in the Southeast to the Atlantic Seaboard and New England. We have permanent offices in Mobile, Alabama and New Orleans, Louisiana as well as dedicated regional representatives to serve all of our stand-by clients. Stand-by clients also have access, free of charge, to the expertise and training in Emergency Management provided by our consultant Walter Maestri, Ph.D., a longtime, nationally recognized emergency manager.

State of Alabama	Jackson County Silverhill	
State of California	Alameda County Los Angeles County Los Angeles County-prequalified Sacramento County-prequalified	San Bernardino County Public Works San Bernardino County Flood Control District
State of Connecticut	West Hartford Town of Clinton	



State of Florida	Angler's Club Homeowners Association	Miami Springs
	Angler's Homeowners Association	Milton
	Bay County	Monroe County
	Belleair Beach	Monroe County Marine Debris Removal
	Boca Raton	North Lauderdale
	Broward County	North Miami
	Brownwood Community Development	North Miami Beach
	Cape Coral	Ocean Reef Club, Inc.
	Charlotte County – Storm Debris Clearing	Ocean Reef Community Association
	Charlotte County – Emergency Debris Mgmt Svcs	Oakland Park
	Charlotte County School District	Okaloosa County
	Cinco Bayou	Oldsmar
	Citrus County	Orlando
	Coconut Creek	Osceola County
	Crestview	Oviedo
	Cutler Bay	Palm Beach County School District - Debris Cleanup
	Dania Beach	Palm Beach County School District - Debris Removal
	Daytona Beach	Palm Beach Gardens-Food Catering
	DeBary	Palm Beach Gardens-Debris Removal
	Deland	Palm Coast
	Doral	Palmetto Bay
	Escambia County	Pembroke Pines
	FDOT Turnpike – Seminole	Pensacola
	FDOT Turnpike – Orange/Osceola	Pinellas County
	FDOT District 5 Lake, Marion, Sumter	Port St. Lucie
	FDOT District 5- Emergency Debris	Punta Gorda
	FDOT District 5 Flagler, Seminole, Volusia	Santa Rosa County
	FDOT District 6 Emergency Cut and Toss and Debris Removal	Santa Rosa County School District
	Fort Lauderdale	Sewall's Point(2)
	Gulfport	Shalimar
	Hallandale Beach	South Florida Water Management District
	Hernando County	South Miami
	Hillsborough County	St. Cloud
	Hollywood	St. Lucie County
	Indian Creek Village	St. Lucie County Public School District
	Jupiter Island (2)	Sumter County
	Lakeland	Sumter Landing Community Development District
	Largo	Surfside
	Lee County(3)	Tallahassee
	Leon County	Tampa
	Longboat Key	Temple Terrace
	Longwood	The Villages (12 contracts)
	Manatee County	Venice
	Manatee County School District	Wellington
	Martin County	West Park
	Marco Island	Weston
	Marion County	
	Martin County	
	Mary Esther	
	Miami	
	Miami Beach	
	Miami-Dade County-TDSRS	
	Miami-Dade County-Debris Removal	
	Miami-Dade County-Hauling and Disposal	
	Miami Dade County School District	



State of Georgia	Atlanta Colquitt County Colquitt (City of) Charlton Early County - prequalified	Lowndes County Lumpkin County MARTA Miller County
State of Hawaii	Honolulu	
State of Kansas	Johnson County	
State of Kentucky	Owensboro	
State of Louisiana	Ascension Parish Assumption Parish BREC Calcasieu Parish-Products/Services East Baton Rouge Parish Evangeline Parish Iberville Parish City of New Orleans	Lafayette
State of Maryland	Frederick County(2) Harford County Maryland Dept. of General Svcs. Montgomery County Prince George County	State of Maryland Region A State of Maryland Region B State of Maryland Region C State of Maryland Region D State of Maryland Region E
State of Mississippi	City of Gautier Jackson County	
State of Missouri	Greene County	
State of New York	South Hampton Suffolk	State of New York
State of North Carolina	Atlantic Beach (Town of) Burgaw Cape Carteret (Town of) Carolina Beach(2) Charlotte Duck (Town of) Emerald Isle (Town of) Havelock Hyde County Montgomery	Nags Head (Town of) New Hanover County North Topsail Beach Pine Knoll Shores(Town of) Surf City (Town of)- 3contracts Southern Shores (Town of) Pender County Raleigh Topsail Beach Wilmington(3) Wrightsville Beach
State of Rhode Island	State of Rhode Island (2)	
State of South Carolina	Allendale Bamberg County Barnwell County Beaufort Charleston County Dorchester County Pickens County - prequalification	Oconee County - prequalification Rock Hill South Carolina DOT Town of Surfside Beach
State of Tennessee	Nashville-Davidson County	
State of Texas	Beaumont Belleaire Brazoria County Chambers County – Debris Removal Cleveland Galveston (City of)(2)	Kemah Montgomery Morgan's Point Nederland Pasadena Piney Point Village



	Groves Hardin County (2) Harris County Houston (2) Houston Galveston Area Council Humble Huntsville Jamaica Beach Jefferson County Jefferson County Drainage District No. 7	Port Aransas Port Neches San Antonio Shenandoah South Houston Taylor Lake Village TxDOT-Harris County TxDOT-Nueces County TxDOT-Victoria County Walker County
State of Virginia	Central Virginia Waste Management Authority Virginia Department of Emergency Management- Logistics Prince William	Virginia Department of Emergency Management- Emergency Debris Removal
State of Washington	State of Washington	

EMPLOYMENT OF LOCAL AND MINORITY CONTRACTORS

DRC ES has implemented an aggressive and nationally recognized outreach program entitled
"THE DRC ES LOCAL SUBCONTRACTOR RESOURCE PROGRAM"

DRC ES reaches out to local, small, minority and women owned (SMWB'S) companies with a variety of tools. DRC ES is dedicated to working closely with local, minority and Women Business Enterprise's (M/WBE) small business representatives in contacting companies that are approved and certified by M/WBE as small, disadvantaged, minority, veteran and women owned businesses. DRC ES will make immediate contact with the Minority and Women Business Enterprise office to schedule an informational workshop for potential vendors and businesses. The workshops provide "hands on" technical assistance to companies ranging from individuals owning dump trucks and loading equipment to office supply companies and small printers wishing to provide goods and services. DRC ES is committed to ensuring that local companies are made aware of all potential contracting and partnership opportunities.

In addition, due to the close nature to the federal funding provided by FEMA, The Congressional Delegation will be contacted and their staffs briefed on the program for their constituent companies.

A direct mail program may be conducted in order to target potential companies and minority business organizations that are listed with the Office of Minority and Women Business Enterprise. The mailer will provide information as well as an 800 number for interested individuals and companies with bi-lingual assistance available when necessary.

The development and implementation of this program is coordinated by Tom B. Combs. Mr. Combs, Director of Governmental Relations, has over 20 years experience in SMWB development. Mr. Combs served as founder and Executive Director of The Bid Resource Center



that was the nation's second and largest non-profit assisting SMWB'S in securing government contacts. Subsequently Mr. Combs served as Mayor Pro Tem and Congressional Chief of Staff and Director of the John Gray Institute developing SMWB programs across the state of Texas and the nation. **"THE DRC ES LOCAL SUBCONTRACTOR RESOURCE PROGRAM"** not only drastically improves small and minority business participation, but also shows the commitment of DRC ES to ensuring that the entire community has the opportunity to participate. The DRC ES technical assistance workshops not only assist companies with identifying potential contract opportunities, but also assist those interested with "teaming". This process matches MBE's/WBE's with other companies in order to strengthen their competitive position and package of goods and services offered. "Teaming" can greatly increase MBE/WBE participation because of the "strength in numbers" concept.

DRC ES is committed to ensuring that any emergency response business activity is shared by the entire community. **"THE DRC ES LOCAL SUBCONTRACTOR RESOURCE PROGRAM"** is an innovative program that ensures minority participation is not just a goal but a reality.

OTHER SERVICES PROVIDED

In addition to providing for the recovery of the physical environment, DRC ES is also committed to assisting Jefferson County, the overall recovery of its citizens and their economy. As such, DRC can provide an array of services to Jefferson County that will enable both the County and the citizens the means to establish a degree of stability and normalcy.

BASIC SERVICES

- Fact sheets and audio/visual presentations. These aids can be produced from any of DRC's locations, including New Orleans, Louisiana, Mobile, Alabama, West Palm Beach, Florida and Houston, Texas and mailed or emailed to the Regional Manager.



- Mobile catering unit capable of feeding thousands per day including first responders, County personnel, security personnel, and credentialed residents. DRC can dispatch its mobile kitchen to Jefferson County immediately upon Notice to Proceed.
- Mobile medical unit, staffed in cooperation with the Red Cross or other qualified medical agency, for the inevitable injuries that occur in the recovery phase.
- Portable restroom units for first responders, County personnel, security personnel and credentialed residents.
- Portable shower, hand wash, and ablution units for first responders, County personnel, security personnel, and credentialed residents
- Mobile offices and/or community centers with computer and internet facilities via satellite to assist residents and officials in their efforts to locate missing persons and family and gather information pertinent to the recovery.
- Employment and subcontracting center for local residents and workers, such as maritime industry workers, who wish to take part in recovery efforts.



See sample catering menu attached in Tab H

TEMPORARY HOUSING AND SUBSISTENCE SUPPORT

DRC headquarters personnel will secure temporary housing by the following priority of choice:

- Rental Property
- Efficiency lodging rooms
- Non-efficiency lodging rooms
- DRC or rental motor homes and/or travel trailers

DRC headquarters personnel will secure temporary sanitary facilities in the event such facilities are inoperable in the affected area.

DRC headquarters personnel will assure a reliable and safe supply of food and potable water for consumption by all personnel assigned to the field.

DRC headquarters personnel establish and maintain an "Emergency Contact List", to include key medical information for all field personnel to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.



EMERGENCY BASE CAMP

If the consequences of a disaster render the affected area incapable of accommodating basic needs such as housing, food, water, fuel and sanitary facilities, DRC's team is fully prepared to establish Emergency Base Camps to house and support as many as 1000 disaster response personnel. DRC has extensive experience supporting governmental agencies in emergency response, having participated in numerous emergency response events. DRC's resources will be augmented by experienced management and logistics teams from logistics teaming partners. Together, our companies have extensive experience in support of governmental operations, life support contracts and post disaster environments. DRC will deploy a Camp Program Manager on-site to provide oversight, execution and quality control and will assign a command center response manager to each camp to coordinate sufficient staffing, resources, equipment and supplies for each site from a central location. Within 72-96 hours, DRC will establish a fully operational base camp for up to 1,000 persons within a disaster area. The camp will operate 24/7 for 30 or more days and will occupy approximately 2-10 acres.

DEMOLITION

DRC Emergency Services, LLC employs many experienced supervisors, project managers, operators, and other technicians, many of whom have many years experience in the demolition field. Demolition projects will be staffed with a Superintendent to oversee daily operations and a Project Manager responsible for subcontractor relations, schedule maintenance, and coordination with Jefferson County.

All demolition operations will be conducted in a safe, environmentally responsible manner, in accordance with the requirements of the local government. Operations will proceed with the disconnection of utilities to all structures. The structures will then be demolished to the slab on grade level. Structures will be removed completely prior to the removal of any street or curb improvements, so that a clean and durable means of ingress and egress can be maintained during demolition operations. Slabs on grade will be excavated and removed. Once a structure has been completely removed, the area will be stabilized using the clearing and grubbing methods described herein.

Existing structures will be demolished using conventional construction equipment such as excavators, track loaders and bull dozers. Concrete slabs will be excavated using track type excavators and hammers (if necessary) and will then be crushed on site using portable concrete crushing technology. Debris and recycled materials will be removed from the site using dump trucks.



AFFIRMATIVE ACTION/EQUAL OPPORTUNITY POLICY

DRC is an equal employment opportunity employer. Employment decisions are based on merit and business need, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. DRC complies with the law regarding reasonable accommodation for handicapped and disabled employees. DRC's Managing Director has issued the following policy:

DRC is an Equal Opportunity Employer and recognizes the value of hiring a diverse group. Due to the nature of our work and the fact that we provide services worldwide, we find it necessary and advantageous to employ a number of persons from various countries who are of different races, religions and ethnic groups. Although our permanent work force is less than 50 employees, it is composed of a diverse population of men and women. In addition, we believe work force diversity provides a significant market advantage.

It is the policy of DRC to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). DRC will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. DRC will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on DRC.

Equal employment opportunity notices are posted as required by law.

Management is primarily responsible for seeing that DRC's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone.

Any employee, including managers, involved in discriminatory practices will be subject to termination.



Addendum 1 - Appendix A. Cost Proposal

The Offeror must utilize this form in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. **Any re-worked/revised version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.** Cost will be a factor in the County's evaluation and award process.

A. EQUIPMENT/LABOR

The Equipment with Operator/Labor description is general and may apply to several of the above specified tasks. Task specific equipment with operator needs shall be specifically stated with the proposal schedule for that task.

The proposed rates shall be inclusive of all maintenance, repairs, operational cost, and other incidental cost(s) that may be required to perform services.

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.1	210 Prentice Loader	\$ 110.00	\$ 3,300.00	\$ 130.00
A.2	Self-Loading Prentice Truck 25 to yard dump body	\$ 155.00	\$ 4,650.00	\$ 175.00
A.3	Wheel Loader 2 ½ to 3 yard bucket	\$ 140.00	\$ 4,200.00	\$ 160.00
A.4	Wheel Loader 3 to 5 yard bucket	\$ 150.00	\$ 4,500.00	\$ 170.00
A.5	Tandem Dump Truck 16 to 20 yards	\$ 100.00	\$ 3,000.00	\$ 120.00
A.6	Mini Loader/Bobcat	\$ 85.00	\$ 2,550.00	\$ 105.00
A.7	Dozer/Cat D6 or equivalent	\$ 120.00	\$ 3,600.00	\$ 140.00
A.8	Excavator with debris loading grapple/Cat 325 or equivalent	\$ 135.00	\$ 4,050.00	\$ 155.00
A.9	Chainsaw with operator	\$ 45.00	\$ 3,150.00	\$ 65.50
A.10	Laborers	\$ 37.00	\$ 2,590.00	\$ 57.50
A.11	Four men crew with transportation	\$ 168.00	\$ 11,760.00	\$ 242.00
A.12	Three men crew with transportation	\$ 131.00	\$ 9,170.00	\$ 186.50
A.13	Two men crew with transportation	\$ 94.00	\$ 6,580.00	\$ 131.00
A.14	Supervisor with transportation	\$ 65.00	\$ 4,550.00	\$ 92.50
A.15	Safety Manager with transportation	\$ 85.00	\$ 5,950.00	\$ 127.50
A.16	Flagger for traffic control	\$ 37.00	\$ 2,590.00	\$ 55.50

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Addendum 1 - Appendix A. Cost Proposal (Continued)

A. EQUIPMENT/LABOR (Continued)

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.17	Trash Transfer Trailers – 100 yard with Tractor	\$ 140.00	\$ 4,200.00	\$ 160.00
A.18	Trash Transfer Trailer 110 yard with Tractor	\$ 150.00	\$ 4,500.00	\$ 170.00
A.19	Trash Transfer Trailer 80 yard with Tractor	\$ 130.00	\$ 3,900.00	\$ 150.00
A.20	Equipment Transports	\$ 125.00	\$ 3,750.00	\$ 145.00
A.21	Other Equipment:	\$	\$	\$
A.22	Other Equipment:	\$	\$	\$
A.23	Other Equipment:	\$	\$	\$
A.24	Other Equipment:	\$	\$	\$
A.25	Other Labor:	\$	\$	\$
A.26	Other Labor:	\$	\$	\$
A.27	Other Labor:	\$	\$	\$
A.28	Other Labor:	\$	\$	\$
A.29	Other Labor:	\$	\$	\$
A.30	Other Labor:	\$	\$	\$

EQUIPMENT RENTAL ONLY – NO OPERATORS

Item	Description	Hourly	Weekly	Hourly OT
A.31	Refuse Trucks, Rear-Loading	\$ 85.00	\$ 2,550.00	\$ 85.00
A.32	Miscellaneous Unspecified Construction Equipment	\$ cost plus 15%	\$ cost plus 15%	\$ cost plus 15%

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Addendum 1 - Appendix A. Cost Proposal (Continued)

B. EMERGENCY ROAD CLEARANCE

Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by the County.

Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.

County will compensate the Contractor based on Appendix A, Cost Proposal Equipment/Labor Rate Schedule (Item A).

C. EMERGENCY POWER GENERATORS

NOTE: The following schedule relates to furnishing emergency power generators. The generators have been classified as "essential" and "non-essential". The "essential" generators must be delivered within twenty-four (24) hours following a disaster event. In the event the County gives a thirty six (36) hour advanced notice of the "need for services", the equipment shall be delivered prior to landfall. Other specified generators shall be requested on an "as-required" basis. In some instances, the "essential" generators may not be necessary, which may result in the County returning them to the contractor.

The below rental prices shall include all labor, equipment, tools, parts and materials and any other incidental items needed to deliver, install, connect, and maintain the generator unit in accordance with use and provide any necessary repairs. The EMC/EOC will advise the type of use for each generator. The type of use shall be classified as: 1) 8 hours per day; and 3) 24 hours/7 days per week. **The Contractor must provide a certified electrician to connect all provided generators.**

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.1	Jefferson County Courthouse 1149 Pearl Street Beaumont, TX 77701	As Needed 1250 KW	\$ 980.00	\$ 1,980.00	\$ 9,940.00	\$ 29,808.00
C.2	Jefferson County Subcourthouse 525 Lakeshore Drive Port Arthur, TX 77642	As-Needed 141 KW minimum	\$ 560.00	\$ 380.00	\$ 1,910.00	\$ 5,730.00
C.3	Jefferson County Correctional Facility 5030 Highway 69 South Beaumont, TX 77705	Essential 129 KW minimum	\$ 560.00	\$ 345.00	\$ 1,730.00	\$ 5,730.00
C.4	Minnie Rogers Juvenile Justice Ctr. 5326 Highway 69 South Beaumont, TX 77705	As-Needed 336 KW	\$ 900.00	\$ 750.00	\$ 3,744.00	\$ 11,230.00

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Addendum 1 - Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS (Continued)

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.5	Jefferson County Morgue 5030 Highway 69 South Beaumont, TX 77705	Essential 91 KW minimum	\$ 500.00	\$ 292.00	\$ 1,456.00	\$ 4,368.00
C.6	Jefferson County Service Center 7789 Viterbo Rd. Beaumont, TX 77705	Essential 45 KW	\$ 500.00	\$ 194.00	\$ 990.00	\$ 2,966.00
C.7	Precinct #1 Service Center 20205 West Highway 90 China, TX 77613	As-Needed 80 KW minimum	\$ 500.00	\$ 246.00	\$ 1,220.00	\$ 3,658.00
C.8	Precinct #2 Service Center 7759 Viterbo Road Beaumont, TX 77705	As-Needed 45 KW minimum	\$ 500.00	\$ 194.00	\$ 990.00	\$ 2,966.00
C.9	Precinct #3 Service Center 5700 Jade Avenue Port Arthur, TX 77640	As-Needed 17 KW minimum	\$ 500.00	\$ 144.00	\$ 700.00	\$ 2,100.00
C.10	Precinct #4 Service Center 7790 Boyt Road Beaumont, TX 77713	As-Needed 80 KW minimum	\$ 500.00	\$ 246.00	\$ 1,220.00	\$ 3,658.00
C.11	Jack Brooks Regional Airport- <i>Jerry Ware Terminal</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 100 KW minimum	\$ 500.00	\$ 292.00	\$ 1,456.00	\$ 4,368.00
C.12	Jack Brooks Regional Airport- <i>Runway Lighting</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 150 KW minimum	\$ 500.00	\$ 384.00	\$ 1,910.00	\$ 5,728.00
C.13	Jack Brooks Regional Airport- <i>Main Terminal (Airport Maintenance)</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 100 KW minimum	\$ 500.00	\$ 292.00	\$ 1,456.00	\$ 4,368.00
C.14	Jack Brooks Regional Airport – <i>Main Terminal (All Other)</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 600 KW minimum	\$ 900.00	\$ 1,406.00	\$ 7,016.00	\$ 21,054.00

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Addendum 1 - Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS (Continued)

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.15	Mosquito Control 8905 First Street Beaumont, TX 77705	As-Needed 45 KW minimum	\$ 500.00	\$ 194.00	\$ 990.00	\$ 2,966.00
C.16	Ford Park – Arena 5115 IH 10 South Beaumont, TX 77705	Essential 1180 KW minimum	\$ 900.00	\$ 1,988.00	\$ 9,938.00	\$ 29,808.00
C.17	Ford Park – HVAC Plant 5115 IH 10 South Beaumont, TX 77705	Essential 1180 KW minimum	\$ 900.00	\$ 1,988.00	\$ 9,938.00	\$ 29,808.00
C.18	Health & Welfare - Unit 1 1295 Pearl Street Beaumont, TX 77701	As Needed 50 KW minimum	\$ 500.00	\$ 194.00	\$ 990.00	\$ 2,966.00
C.19	Health & Welfare - Unit 2 246 Dallas Avenue Port Arthur, TX 77640	Essential 80 KW minimum	\$ 500.00	\$ 246.00	\$ 1,220.00	\$ 3,658.00
C.29	Annex I 1225 Pearl Street Beaumont, TX 77701	As Needed 175 KW minimum	\$ 500.00	\$ 434.00	\$ 2,156.00	\$ 6,466.00

D. TEMPORARY SATELLITE COMMUNICATION

Contractor shall be compensated at a flat rate for regular phones, and a term for daily, weekly or monthly for satellite phones with a per usage rate. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Rate Per Usage	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
D.1	Rental of Equipment-Must identify carrier, model of phones and provider. Must have 24/7 service providing the capability of calling nationwide from Texas – no additional roaming or long distance charges	\$ 2.50/minute	\$ 45.00	\$ 180.00	\$ 720.00

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Addendum 1 - Appendix A. Cost Proposal (Continued)

E. TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES

Contractor shall be compensated on a per-unit cost for a daily, weekly, or monthly period rate. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
E.1	Comfort Station-10 stall units	\$ 15.00 per mile	\$ 638.00	\$ 4,466.00	\$ 19,140.00
E.2	Comfort Station-26 ft BT Unit	\$ 15.00 per mile	\$ 935.00	\$ 6,545.00	\$ 28,050.00
E.3	Shower Units – 4 stall	\$ 15.00 per mile	\$ 198.00	\$ 1,386.00	\$ 5,940.00
E.4	Shower Units 6 stall	\$ 15.00 per mile	\$ 297.00	\$ 2,079.00	\$ 8,910.00
E.5	Shower Units – 12 stall with 6 sinks	\$ 15.00 per mile	\$ 825.00	\$ 5,775.00	\$ 24,750.00
E.6	Portable Laundry Facilities	\$ 15.00 per mile	\$ 380.00	\$ 2,672.00	\$ 11,451.00

F. REEFER & REFRIGERATION CONTAINERS WITH INITIAL ICE DELIVERY

Contractor shall be compensated at a flat rate for daily, weekly or monthly usage with a one-time mobilization cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly. Contractor shall include cost for fueling, repairs, and maintenance in the cost proposal below.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
F.1	Equipment Rental	\$ 15.00 per mile	\$ 319.00	\$ 2,238.00	\$ 9,591.00
F.2	Equipment Rental for Morgue	\$ 15.00 per mile	\$ 319.00	\$ 2,238.00	\$ 9,591.00
Item	Description	Flat Rate Per Ten Pound Bag with No Mobilization Fee			
F.3	Initial Ice Delivery and possible future deliveries	\$ 3.20			

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

G. POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER

Contractor shall be compensated at a flat rate per unit case for a unit of 12 one liter bottles. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. Contractor shall include cost for labor, fueling, refilling trucks, maintenance, and repairs in the cost proposal below.

Item	Description	Price Per Unit Case for a Unit of (12) One-Liter Bottles		
Item	Description	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
G.1	Initial Bottled Water Delivery and possible future deliveries	\$ 9.32		
G.2	Equipment Rental	\$ cost plus 15%	\$ cost plus 15%	\$ cost plus 15%

H. MOBILE FLEET REPAIR FACILITIES, TECHNICIANS, AND MECHANICS

Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. Contractor shall be compensated a flat rate per hour for two different kinds of labor (skilled mechanic, unskilled mechanic assistant); flat rate per tire; and flat rate per battery. The County will compensate the contractor for any additional materials/parts at a fixed percentage over their cost.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
H.1	Equipment Rental	\$ cost plus 15%	\$ cost plus 15%	\$ cost plus 15%	\$ cost plus 15%
Item	Description	Flat Rate Per Unit			
H.2	Unit Price Per Tire	\$ 55.00			
H.3	Unit Price Per Battery	\$ 65.00			
Item	Description	Fixed Percentage Over Contractor's Cost			
H.2	Materials/Parts (i.e., supplies, oil, repair materials)	15 %			
Item	Description	Hourly Rate			
H.3	Skilled Mechanic Hourly Rate	\$ 65.00			
H.4	Unskilled Mechanic Assistant	\$ 40.00			

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

I. CANTEEN

The Contractor shall be compensated at based on a flat fee per meal served for breakfast, lunch, dinner, and boxed lunches. Contractor shall include cost of beverages, condiments, utensils, disposal paper plates and cups, plastic bags for cleanup, other meal related supplies, meal catering services (labor/staffing), staging of equipment, and cleanup in the cost proposal below.

The Contractor shall submit a SAMPLE MENU with proposal submission. Please refer to Appendix K for a sample menu.

A.	Item	B.	Description	C.	Price Per Meal/ per person
D.	I.3	E.	Breakfast	\$	15.00
F.	I.4	G.	Lunch	\$	17.50
H.	I.5	I.	Dinner	\$	19.75
J.	I.6	K.	Boxed Lunches (Cold Meals)	\$	11.63

J. TRAFFIC CONTROL AND SIGNAGE

The Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly.

Item	Description	Fixed Percentage Over Contractor's Cost
J.1	Equipment Rental	15.00 %
J.2	Equipment Purchased by County	15.00 %

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL

Contractor shall be compensated for Right of Way (ROW) and Right of Entry (ROE) services based on the schedule below.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the county at actual cost. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

VEGETATIVE DEBRIS			
Item	Description	UOM	Unit Price
K.1	Pick up vegetative debris from curbside and haul to a TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	\$ 6.42
K.2	Pick up vegetative debris from curbside and haul to a TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	\$ 6.86
K.3	Pick up vegetative debris from ROE personal property and haul to TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	\$ 6.86
K.4	Pick up vegetative debris from ROE personal property and haul to TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	\$ 7.36
K.5	Pick up vegetative debris from ROE personal property and haul to TDSRS in excess of ten (10) miles from pick-up site but within Jefferson County (based on incoming yardage)	Cubic yard	\$ 8.36
K.6	Reduction by mulching and site management (based on incoming yardage)	Cubic yard	\$ 2.60
K.7	Loading and transporting Mulch to final disposal site within Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard	\$ 3.43
K.8	Loading and Transporting Mulch to final disposal site outside Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard/per mile	\$ 0.22
K.9	ALTERNATE: Reduction by incineration and site management (based on incoming yardage)	Cubic yard	\$ 1.75

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

VEGETATIVE DEBRIS			
Item	Description	UOM	Unit Price
K.10	ALTERNATE: Loading and Transporting Ash to final disposal site within Jefferson County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$ 0.22
K.11	ALTERNATE: Loading and Transporting Ash to final disposal site outside Jefferson County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$ 0.22
K.12	Pick up vegetative debris from curbside and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$ 7.36
K.13	Pick up vegetative debris from ROE personal property and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$ 7.86

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.14	Pick up clean C&D from curbside and haul within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ 6.86
K.15	Pick up clean C&D from curbside and haul within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ 6.86
K.16	Pick up clean C&D from curbside and haul in excess of ten (10) miles of approved disposal site but within Jefferson County (based on incoming yardage)	Cubic yard	\$ 7.36
K.17	Pick up clean C&D from ROE personal property and haul to within five (5) miles approved disposal site (based on incoming yardage)	Cubic yard	\$ 6.86
K.18	Pick up clean C&D from ROE personal property and haul within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ 7.10

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.19	Pick up clean C&D from ROE personal property and haul in excess of ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ 7.86
K.20	Reduction of clean C&D by compaction and site management (based on incoming yardage)	Cubic yard	\$ 1.35
K.21	Loading and Transporting compacted clean C&D to final disposal site within Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard	\$ 4.43
K.22	Loading and Transporting compacted clean C&D to final disposal site outside Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$ 0.22
K.23	Pick up clean C&D from curbside and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$ 7.36
K.24	Pick up clean C&D from ROE personal property and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$ 7.42

CONTAMINATED CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.25	Pick up contaminated C&D from curbside and haul to TDSRS within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ 6.86
K.26	Pick up contaminated C&D from curbside and haul to TDSRS within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ 6.86
K.27	Pick up contaminated C&D from curbside and haul to TDSRS in excess of ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ 7.36

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

CONTAMINATED CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.28	Pick up contaminated C&D from ROE personal property and haul to TDSRS within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ 6.86
K.29	Pick up contaminated C&D from ROE personal property and haul to TDSRS within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ 7.10
K.30	Pick up contaminated C&D from ROE personal property and haul to TDSRS in excess of ten (10) miles of approved disposal site (based on incoming yardage), but within Jefferson County (based on incoming yardage)	Cubic yard	\$ 7.86
K.31	Reduction of contaminated C&D by compaction and site management (based on incoming yardage)	Cubic yard	\$ 1.35
K.32	Loading and Transporting compacted contaminated C&D to final disposal site within Jefferson county (Tonnage based on individual weight tickets from disposal site)	Ton	\$ 27.44
K.33	Loading and Transporting compacted contaminated C&D to final disposal site outside Jefferson county (Tonnage based on individual weight tickets from disposal site)	Per Ton/ per mile	\$ 1.99
K.34	Pick up contaminated C&D from curbside and transport directly to an approved Jefferson county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$ 41.92
K.35	Pick up contaminated C&D from ROE personal property and transport directly to an approved Jefferson county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$ 41.92

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Addendum 1 - Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

ELECTRONIC HAZARDOUS WASTE (E-WASTE)			
Item	Description	UOM	Unit Price
K.36	Pick up of (E-Waste) and transportation to a recognized recycling vendor. Offerors shall provide their program method and pricing structure for E- waste.	Each	\$ 35.00

*** Offerors shall provide their program method and pricing structure for hazardous household waste, including TVs and other electronics.

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

L. TREE, TREE STUMP, AND TREE LIMB REMOVAL

Contractor shall be compensated based on the schedule below. Contractor shall include the cost of personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control, and all other incidental costs and facilities of any nature to execute and complete these services in the cost schedule below.

The Contractor shall measure the tree/stump 4.5' feet above ground level or diameter at breast height.

Tree removal should involve a flush cut of the tree and not the complete extraction of the stump. Stumps are eligible for extraction and removal if they are over 24" inches in diameter measured at 2' feet above the ground. Tree removal can be completed by flush cut if the tree is greater than 6" in diameter measured at breast height. Tree and stump shall be removed in an efficient and safe manner.

Please refer to the FEMA Fact Sheet DAP9580.204 included on Pages 31-36 of this addendum.

STUMP REMOVAL			
Item	Description	Stump Unit Price	Tree Unit Price
L.1	24" diameter and greater, but less than 48" diameter	\$ 165.00	\$ 195.00
L.2	Equal to or greater than 48"	\$ 395.00	\$ 295.00
DEMOLITION, COLLECTION AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.3	Demolition, Collection and Disposal Rate (Per Specifications)	Per cubic yard	\$ 18.86
HAZARDOUS STUMP REMOVAL, COLLECTION, GRIND, HAUL-OUT AND DISPOSAL RATE (PER SPECIFICATIONS)			
<i>Trees should be measured at a height of two feet from the base of the tree</i>			
Item	Description	UOM	Unit Price
L.4	24-36 inches	Per stump	\$ 175.00
L.5	36-48 inches	Per stump	\$ 290.00
L.6	Greater than 48 inches	Per stump	\$ 395.00
STUMP REMOVAL, COLLECTION, GRIND, HAUL-OUT AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.7	Stump Removal, Collection, Grind, Haul-out and Disposal Rate (Per Specifications)	Per cubic yard	\$ 22.50

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Appendix A. Cost Proposal (Continued)

L. TREES, TREE STUMP, AND TREE LIMB REMOVAL (Continued)

SAND COLLECTION (PUBLIC PROPERTY) AND SCREENING RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.8	Sand Collection (Public Property) and Screening Rate (Per Specifications)	Per cubic yard	\$ 7.50
SAND COLLECTION (PRIVATE PROPERTY) AND SCREENING RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.9	Sand Collection (Private Property) and Screening Rate (Per Specifications)	Per cubic yard	\$ 7.50
BACKFILL (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.10	Backfill per specifications	Per cubic yard	\$ 15.00
LEANING TREES/HANGING LIMBS			
Item	Description	UOM	Unit Price
L.11	Removal of hazardous hanging limbs greater than 2 inches	Per tree	\$ 70.00
L.12	Removal of hazardous standing trees 6"-12" in diameter	Per tree	\$ 45.00
L.13	Removal of hazardous standing trees 13"-24" in diameter	Per tree	\$ 110.00
L.14	Removal of hazardous standing trees 25"-36" in diameter	Per tree	\$ 170.00
L.15	Removal of hazardous standing trees 37" or larger in diameter	Per tree	\$ 295.00

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Addendum 1 - Appendix A. Cost Proposal (Continued)

M. DEMOLITION OF STRUCTURES (if implemented by EMC/EOC):

Contractor shall be compensated based on the schedule below.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the county at actual cost. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

Item	Description	UOM	Unit Price
M.1	Single Story-Frame Structure, Demolish and secure site only	Sq. Ft.	\$ 1.44
M.2	Two Story-Frame Structure, Demolish and secure site only	Sq. Ft.	\$ 1.75
M.3	Single Story-Block Structure, Demolish and secure site only	Sq. Ft.	\$ 2.30
M.4	Two Story-Block Structure, Demolish and secure site only	Sq. Ft.	\$ 2.58
M.5	Additional Stories – Block Structure – 3 stories and above, Demolish only and secure site	Sq. Ft.	\$ 3.16
M.6	Additional Stories – Frame Structure – 3 stories and above, Demolish only and secure site	Sq. Ft.	\$ 2.88

N. EMERGENCY TEMPORARY DRY-IN OF FACILITIES

The Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
N.1	Non-specified Equipment Rental	15.00 %
N.2	Materials (i.e. plywood, hardware materials)	15.00 %

O. TEMPORARY SECURITY PERSONNEL

The Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
O.1	Equipped Security Staffing w/transportation.	15.00 %

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Addendum 1 - Appendix A. Cost Proposal (Continued)

P. TEMPORARY LIGHTING

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
P.1	Equipment Rental	15.00 %

Q. TEMPORARY PORTABLE FUELING SITES AND DISPENSING

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
Q.1	Equipment Rental	15.00 %

R. RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS

Contractor shall be compensated in accordance with Appendix A. Cost Proposal Equipment/Labor Rate Schedule (Item A). Contractor shall identify/specify miscellaneous equipment on the schedule (Item A), as well as include cost proposals.

S. TEMPORARY FENCING

Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
S.1	Fencing Materials	15.00 %

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

T. OTHER DISASTER RELATED SERVICES: WATERWAY DEBRIS REMOVAL

Contractor shall be compensated at a fixed price per cubic yard based on mileage for one-way haul.

Item	Description	Per cubic yard for a one way haul of 1-15 miles	Per cubic yard for a one way haul of 15-30 miles	Per cubic yard for a one way haul of 31-40 miles
T.1	Cleaning and Restoration of Beaches: Removal and screening of debris laden sand. Sand will be removed and screened at a temporary facility and stockpiled at a debris management site and clean sand returned and placed on beach.	\$ 8.50	\$ 9.50	\$ 10.50
T.2	Debris removal and restoration of canals	\$ 32.00	\$ 42.00	\$ 52.00
T.3	Boat Removal: Vessels less than or equal to 20 linear feet	\$ 60.00	\$ 65.00	\$ 70.00
T.3	Boat Removal: Vessels 21 linear feet and greater	\$ 60.00	\$ 65.00	\$ 70.00

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Addendum 1 - Appendix A. Cost Proposal (Continued)

U. Cleaning of Storm Drains

Storm Drain Cleaning will be itemized by round culverts or box culverts. Contractor shall be compensated at cost per linear foot or a unit price as detailed in the cost proposal below.

ROUND CULVERTS		
Item	Description	Price Per Linear Foot
U.1	Clean 21" & 24" Storm Sewer	\$ 3.85
U.2	Clean 27" & 30" Storm Sewer	\$ 3.85
U.3	Clean 36" Storm Sewer	\$ 4.15
U.4	Clean 42" Storm Sewer	\$ 4.75
U.5	Clean 48" Storm Sewer	\$ 5.25
U.6	Clean 54" Storm Sewer	\$ 7.25
U.7	Clean 60" Storm Sewer	\$ 9.25
U.8	Clean 72" Storm Sewer	\$ 11.25
Item	Description	Price Per Unit
U.9	Clean Catch Basins	\$ 100.00
U.10	Clean Drainage Manholes	\$ 100.00
BOX CULVERTS		
Item	Description	Price Per Linear Foot
U.11	Clean 0 - 4 (Square Foot)	\$ 4.15
U.12	Clean 4.01 - 9 (Square Foot)	\$ 4.75
U.13	Clean 9.01 - 15 (Square Foot)	\$ 5.03
U.14	Clean 15.01 - 20 (Square Foot)	\$ 6.72
U.15	Clean 20.01 - 30 (Square Foot)	\$ 7.15
U.16	Clean 31.01 - 40 (Square Foot)	\$ 7.65

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

U. Cleaning of Storm Drains *(Continued)*

BOX CULVERTS		
Item	Description	Price Per Linear Foot
U.17	Clean 40.01 – 50 (Square Foot)	\$ 8.21
U.18	Clean 50.01 - 60 (Square Foot)	\$ 8.45
U.19	Clean 60.01 - 70 (Square Foot)	\$ 10.44



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1001 Pearl Street – 3rd Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO RFP

RFP Number: RFP 15-015/JW

RFP Title: Emergency Disaster Assistance Recovery
for Jefferson County

RFP Due: **11:00 am CDT, Tuesday, November 3, 2015**

Addendum No.: 1

Issued (Date): October 27, 2015

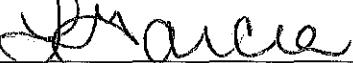
To OFFEROR: This Addendum is an integral part of the RFP package under consideration by you as an Offeror in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire RFP package – **including all addenda**. For purposes of clarification, **receipt of this present Addendum by an Offeror should be evidenced by returning it (signed) as part of the Offeror's sealed proposal**. If the Proposal has already been received by the Jefferson County Purchasing Department, Offeror should return this addendum in a separate sealed envelope, clearly marked with the RFP Title, RFP Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Specification Additions, Revisions, Clarifications, and Revised Appendix A. Cost Proposal

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Offeror:

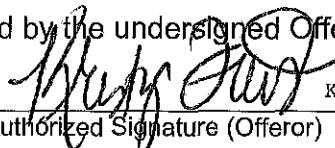
ATTEST:



Witness



Witness

 Kristy Fuentes

Authorized Signature (Offeror)

Vice President/Secretary

Title of Person Signing Above

DRC Emergency Services, LLC

Typed Name of Business or Individual

Approved by _____ Date: _____

6258 Marshall Foch, New Orleans, LA 70124

Address



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1001 Pearl Street – 3rd Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO RFP

RFP Number: RFP 15-015/JW

RFP Title: Emergency Disaster Assistance Recovery
for Jefferson County

RFP Due: **11:00 am CDT, Tuesday, November 3, 2015**

Addendum No.: 2

Issued (Date): October 28, 2015

To OFFEROR: This Addendum is an integral part of the RFP package under consideration by you as an Offeror in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire RFP package – **including all addenda**. For purposes of clarification, **receipt of this present Addendum by an Offeror should be evidenced by returning it (signed) as part of the Offeror's sealed proposal**. If the Proposal has already been received by the Jefferson County Purchasing Department, Offeror should return this addendum in a separate sealed envelope, clearly marked with the RFP Title, RFP Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revision to Specifications

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Offeror:

ATTEST:

Witness

Witness

Kristy Fuentes

Authorized Signature (Offeror)

VP/Secretary

Title of Person Signing Above

DRC Emergency Services, LLC

Typed Name of Business or Individual

Approved by _____ Date: _____

6258 Marshall Foch, New Orleans, LA 70124

Address

Addendum 2

RFP 15-015/JW, Emergency Disaster Assistance Recovery for Jefferson County

Revision to Specifications:

Performance and Payment Bond Requirements:

Based on an agreed upon estimate following a disaster/emergency; within ten (10) days after the date of the ~~signing of a contract~~ signing of the Notice to Proceed, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Once work, separately or cumulatively, exceeds the original bonded amount, an additional Performance and Payment Bond, or rider to the original bonds, will be required.

The bonds shall remain in effect until both the final payment is made and the closeout of the project is finalized.

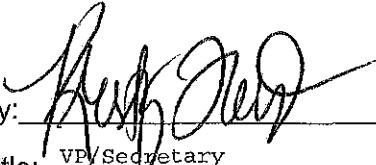
Appendix B**Non-Disclosure Agreement**

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of: (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: 
 Kristy Fuentes
 Title: VP/Secretary

Date: 11/2/15

Appendix C**Vendor References**

Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: South Carolina Department of Transportation
 Address: 955 Park Street, Columbia, SC 29201
 Contact Person and Title: David Cook, SCDOT State Maintenance Engineer
 Phone: 803-737-2314, Fax: n/a
 Contract Period: Feb. 2014 – May 2014 Scope of Work: Emergency debris removal – 2014 South Carolina Ice Storm

REFERENCE TWO

Government/Company Name: Iberville Parish, Louisiana
 Address: 58050 Meriam Street, Plaquemine, LA 70765-0389
 Contact Person and Title: Brian Willis, Solid Waste Director
 Phone: 225-687-5190, Fax: n/a
 Contract Period: September 2008 – April 2009 Scope of Work: Emergency hurricane debris clearing and removal - Hurricane Gustav

REFERENCE THREE

Government/Company Name: Galveston, TX
 Address: 823 Rosenberg, Galveston, Texas 77553
 Contact Person and Title: Charlie Kelly, Emergency Management Coordinator
 Phone: 409-797-3500, Fax: n/a
 Contract Period: September 2008 Scope of Work: Hurricane Ike Debris Removal

Bidder Must Return This Page With Offer

Appendix D**Signature Page**

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?.....**Yes** **No**

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

DRC Emergency Services, LLC

Bidder (Entity Name)

6258 Marshall Foch

Street & Mailing Address

New Orleans, LA 70124

City, State & Zip

(504) 482-2848

Telephone Number

Kfuentes@drcusa.com

E-mail Address



Signature

Kristy Fuentes, VP/Secretary

Print Name

11/2/15

Date Signed

(504) 482-2852

Fax Number

Bidder Must Return This Page With Offer

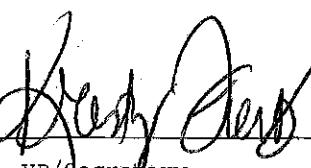
Appendix B**Non-Disclosure Agreement**

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: 
Kristy Fuentes
Title: VP/Secretary
Date: 11/2/15

Appendix C**Vendor References**

Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: South Carolina Department of Transportation
 Address: 955 Park Street, Columbia, SC 29201
 Contact Person and Title: David Cook, SCDOT State Maintenance Engineer
 Phone: 803-737-2314, Fax: n/a
 Contract Period: Feb. 2014 – May 2014 Scope of Work: Emergency debris removal – 2014 South Carolina Ice Storm

REFERENCE TWO

Government/Company Name: Iberville Parish, Louisiana
 Address: 58050 Meriam Street, Plaquemine, LA 70765-0389
 Contact Person and Title: Brian Willis, Solid Waste Director
 Phone: 225-687-5190, Fax: n/a
 Contract Period: September 2008 – April 2009 Scope of Work: Emergency hurricane debris clearing and removal - Hurricane Gustav

REFERENCE THREE

Government/Company Name: Galveston, TX
 Address: 823 Rosenberg, Galveston, Texas 77553
 Contact Person and Title: Charlie Kelly, Emergency Management Coordinator
 Phone: 409-797-3500, Fax: n/a
 Contract Period: September 2008 Scope of Work: Hurricane Ike Debris Removal

Bidder Must Return This Page With Offer

Appendix D**Signature Page**

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? Yes No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

DRC Emergency Services, LLC

Bidder (Entity Name)

6258 Marshall Foch

Street & Mailing Address

New Orleans, LA 70124

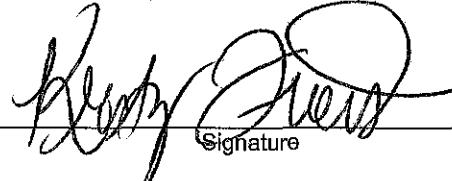
City, State & Zip

(504) 482-2848

Telephone Number

Kfuentes@drcusa.com

E-mail Address



Signature

Kristy Fuentes, VP/Secretary

Print Name

11/2/15

Date Signed

(504) 482-2852

Fax Number

Bidder Must Return This Page With Offer

Appendix E**Conflict of Interest Questionnaire**

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center;"><i>N/A</i></p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

Bidder Must Return This Page With Offer

CONFFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

Bidder Must Return This Page With Offer

Appendix F

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your bid.

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

N/A

Printed Name of Authorized
Representative

N/A

Signature

N/A

Title

11/2/15

Date

Bidder Must Return This Page With Offer

Appendix G**Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)*****This information must be submitted with your bid.***

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: DRC Emergency Services, LLC HUB: Yes No

Address: 5851 San Felipe Street, Unit 425, Houston, TX 77057
 Street _____ City _____ State _____ Zip _____

Phone (with area code): 281-201-0533 Fax (with area code): 504-482-2852

Project Title & No.: 15-015/JW Emergency Disaster Assistance Recovery

Prime Contract Amount: \$ Standby

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
 Street _____ City _____ State _____ Zip _____

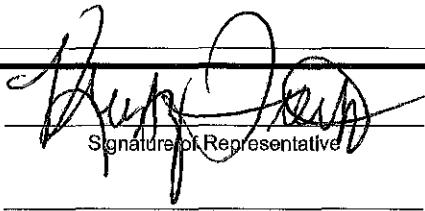
Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed: _____

DRC Emergency Services, LLC

Printed Name of Contractor Representative


 Signature of Representative

11/2/2015

Date

Printed Name of HUB

Signature of Representative

Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Appendix H

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Prime Contractor: DRC Emergency Services, LLC HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: 5851 San Felipe Street, Unit 425, Houston, Texas 77057 Street City State Zip

Phone (with area code): 281- 201-0533 Fax (with area code): 504-482-2852

Project Title & No.: Emergency Disaster Assistance Recovery IFB/RFP No.: 15-015/JW

Total Contract: \$ Total HUB Subcontract(s): \$

Construction HUB Goals: 12.8% MBE: % 12.6% WBE: %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____ Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: DRC intends to use local subcontractors, which may include HUB Subs.

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: N/A

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: N/A

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

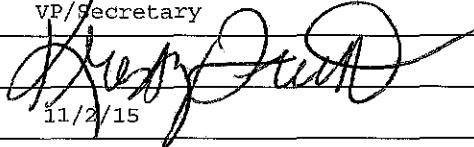
Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Kristy Fuentes

Title: VP/Secretary

Signature: 

Date: 11/2/15

E-mail address: Kfuentes@drcusa.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Donald Lewis

Title: Accounts Receivable/Data Processing Manager

Date: 11/2/15

E-mail address: dlewis@drcusa.com

Bidder Shall Return Completed Form with Offer.

Appendix I

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that DRC Emergency Services, LLC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):		63-1283729
Company Name submitting bid/proposal:		DRC Emergency Services, LLC
Mailing address:	5851 San Felipe Street, Suite 425, Houston, TX 77057	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:		

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
N/A	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Appendix J

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas

COUNTY OF Harris

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Kristy Fuentes, who
(name)

after being by me duly sworn, did depose and say:

"I, Kristy Fuentes am a duly authorized officer of/agent
(name)
for DRC Emergency Services, LLC and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said DRC Emergency Services, LLC
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: DRC Emergency Services, LLC
5851 San Felipe Street, Suite 425, Houston, TX 77057

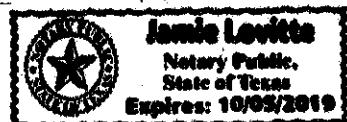
Fax: (504) 482-2852 Telephone# (504) 482-2848

by: Kristy Fuentes Title: Vice President/Secretary
(print name)

Signature: Kristy Fuentes

SUBSCRIBED AND SWORN to before me by the above-named
Personally Appeared on
this the 3rd day of November, 2015.

Jamie Lovette
Notary Public in and for
the State of Texas



Bidder Must Return This Page With Offer

SAMPLE BOXED LUNCH/DINNER MENU

DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
Smoked Ham on 6" Hoagie	Smoked Turkey Breast on Croissant	Cold Roast Beef on 6" French Bread	Smoked Ham on 6" Hoagie	Ham & Roast Beef on 6" Hoagie	Smoked Turkey Breast on Croissant	Smoked Turkey and Ham on 6" Hoagie
American Cheese	Baby Swiss Cheese	Cheddar Cheese	American Cheese	American Cheese	American Cheese	Cheddar Cheese
Potato Chips	Potato Chips	Potato Chips	Potato Chips	Potato Chips	Potato Chips	Potato Chips
Cookie	Cookie	Cookie	Cookie	Cookie	Cookie	Cookie
Lettuce & Tomatoes	Lettuce & Tomatoes	Lettuce & Tomatoes	Lettuce & Tomatoes	Lettuce & Tomatoes	Lettuce & Tomatoes	Lettuce & Tomatoes
Pickle	Pickle	Pickle	Pickle	Pickle	Pickle	Pickle
Drink	Drink	Drink	Drink	Drink	Drink	Drink

*Appropriate Condiments: Mayonnaise, Mustard, salt & pepper

SAMPLE BOXED BREAKFAST MENU

Boxed breakfast meals include a bagel with meat and cheese (assorted), fresh fruit and a granola bar or muffin (assorted).

SAMPLE HOT BREAKFAST MENU

Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs
Grits	Hash Brown	Oatmeal	Home Fries	Cream of Wheat	Potato Tots	Assorted Cereals
Bacon	Breakfast Sausage	Ham Steak	Smoked Sausage	Breakfast Pork Chop	Canadian Bacon	Corned Beef Hash
Biscuits w/ Gravy	Pancakes	French Toast	Assorted Pastries	Cinnamon Rolls	Waffles	Croissants
Milk	Milk	Milk	Milk	Milk	Milk	Milk
Juice	Juice	Juice	Juice	Juice	Juice	Juice
Coffee	Coffee	Coffee	Coffee	Coffee	Coffee	Coffee

*Alternate meal options to accommodate those employees with special religious and/or dietary requirements will be available upon request at each mealtime.

*Please see above box breakfast menu for to-go meal options.

SAMPLE HOT LUNCH MENU

	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
Brisket	Stuffed Bell Peppers	Grilled Chicken Breasts	Meatballs & Maranara		Chicken Fajitas	Pepper Steak	Chicken Stew
Cornbread Stuffing	Buttered Garlic Egg Noodles	Sweet Corn Kernels	Pasta		Refried Beans	Fried Rice	Steamed Rice
Stuffed Eggs	Buttered Broccoli	Baked Sweet Potato	Sauteed Spinach	Spanish Rice	Steamed Oriental-Style Vegetables		
Iced Tea	Iced Tea	Iced Tea	Iced Tea	Iced Tea	Iced Tea	Potato Salad	
Coffee	Coffee	Coffee	Coffee	Coffee	Coffee	Iced Tea	Coffee
	Day 8	Day 9	Day 10	Day 11	Day 12	Day 13	Day 14
Fried Chicken Tenders	Pulled Pork	Hamburger Steaks	Roasted Chicken Quarters	Fried Chicken Patty Sandwiches	Hamburgers		Roasted Turkey Breast
Sweet Potato Casserole	Baked Macaroni & Cheese	Baked Potatoes	Buttered Carrots	Assorted Chips	French Fries		
Sauteed Squash	Steamed Asparagus	Sauteed Mushrooms	Rice Pilaf	Egg Salad	Lima Beans	Potato Tots	Green Bean Casserole
Iced Tea	Iced Tea	Iced Tea	Iced Tea	Iced Tea	Iced Tea	Iced Tea	Iced Tea
Coffee	Coffee	Coffee	Coffee	Coffee	Coffee	Coffee	Coffee

*Alternate meal options to accommodate those employees with special religious and/or dietary requirements will be available upon request at each mealtime.

*Please see above box lunch/dinner menu for to-go meal options.

SAMPLE HOT DINNER MENU

Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
Pork Chops	Fried Chicken Tenders	Fried Fried Catfish	BBQ Chicken Quarters	Smoked Sausage w/ Bell Peppers & Onions	Pot Roast	Baby Back Ribs
Baked Macaroni & Cheese	California Blend Vegetables	Pork & Beans	Cole Slaw	Rice Pilaf	Garlic Mashed Potatoes	Spinach & Artichoke Casserole
Green Beans	Potatoes Au Gratin	Buttered Carrots	Baked Beans	Green Peas	Sweet Corn Cobettes	Fire Roasted Potatoes
Bread	Bread	Bread	Bread	Bread	Bread	Bread
Iced Tea	Iced Tea	Iced Tea	Iced Tea	Iced Tea	Iced Tea	Iced Tea
Coffee	Coffee	Coffee	Coffee	Coffee	Coffee	Coffee
Salad	Salad	Salad	Salad	Salad	Salad	Salad
Day 8	Day 9	Day 10	Day 11	Day 12	Day 13	Day 14
Lasagna	Steak	Fried Shrimp	Grilled Italian Sausage	Shrimp Scampi	Chicken Fried Steak & Gravy	Chicken & Sausage Jambalaya
Fried Eggplant Sticks	Field Peas	Scalloped Potatoes	Fettuccini Alfredo	Angel Hair Pasta	Brabant Potatoes	Creamed Spinach
Green Beans	Dirty Rice	Butered Corn Kernels	Steamed Cauliflower	California Blend Vegetables	Sweetened Turnip Greens	Green Peas
Bread	Bread	Bread	Bread	Bread	Bread	Bread
Iced Tea	Iced Tea	Iced Tea	Iced Tea	Iced Tea	Iced Tea	Iced Tea
Coffee	Coffee	Coffee	Coffee	Coffee	Coffee	Coffee
Salad	Salad	Salad	Salad	Salad	Salad	Salad

*Alternate meal options to accommodate those employees with special religious and/or dietary requirements will be available upon request at each mealtime.

*Please see above box lunch/dinner menu for to-go meal options.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2015

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

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

PRODUCER
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
5080 Spectrum Dr., Suite 900E
Addison, TX 75001

INSURED
DRC Emergency Services, LLC
740 Museum Drive
Mobile, AL 36608-1940

CONTACT NAME: PHONE (A/C, No. Ext): (469) 232-2100 E-MAIL ADDRESS:	FAX (A/C, No.):
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :Starr Surplus Lines Insurance Company	13604
INSURER B :Starr Indemnity & Liability Company	38318
INSURER C :Federal Insurance Company	20281
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGEs

CERTIFICATE NUMBER: WEA5TQXH

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				1000065359151	01/31/2015	01/31/2016	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
	<input checked="" type="checkbox"/> Professional Liability \$1,000,000							MED EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000	
	POLICY <input checked="" type="checkbox"/> PRO- JECT	<input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
	OTHER:							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
									\$	
B	AUTOMOBILE LIABILITY				SISIPCA08285215	01/31/2015	01/31/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO							BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> X						PROPERTY DAMAGE (Per accident)	\$	
									\$	
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR			1000336333151	01/31/2015	01/31/2016	EACH OCCURRENCE	\$ 15,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE		Follow Form			AGGREGATE	\$ 15,000,000	
	DED	RETENTION \$							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/> Y / N		<input type="checkbox"/> N / A	004 4727472 Includes USH&L	01/31/2015	01/31/2016	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
A	Contractors Pollution				1000065359151	01/31/2015	01/31/2016	Each Occurrence	\$ 1,000,000	
								Policy Aggregate	\$ 1,000,000	
								Deductible Each Loss	\$ 20,000	

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

SAMPLE



Roger Williams
Secretary of State

Office of the Secretary of State

CERTIFICATE OF AUTHORITY OF

DRC Emergency Services, LLC
Filing Number: 800551038

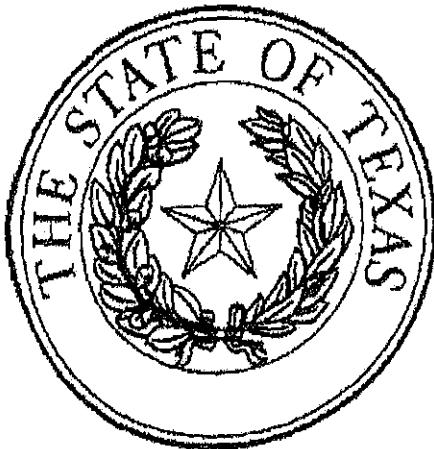
The undersigned, as Secretary of State of Texas, hereby certifies that an application of the above company for a Certificate of Authority to transact business in this state under the Texas Limited Liability Company Act has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Authority to transact business in this state from and after this date for the purpose or purposes set forth in the application under the name of

DRC Emergency Services, LLC

Dated: 09/28/2005

Effective: 09/28/2005



A handwritten signature of Roger Williams in black ink.

Roger Williams
Secretary of State



August 21, 2015

Friends at DRC Emergency Services, LLC,

The success of the 2015 State TxSWANA Truck and Mechanic Road-E-O is a reflection of the ever-increasing dedication and enthusiasm the TxSWANA sponsors continue to display.

I would like to personally thank you for your contribution in support of the 2015 State TxSWANA Road-E-O. This event would not have been a success without your involvement. Once again, your donation was greatly appreciated and was used to support the awards for the winners. There were nearly 250 participants, judges and guests from 18 Texas cities included in this year's event. Those participants placing 1st and 2nd in the competition will advance to the National level to contend in Phoenix, Arizona on October 3rd.

We encourage you to contact us with any questions, comments or concerns you may have regarding the future Road-E-O's and/or other SWANA events. We value all comments and suggestions as they are a vital source for improvements.

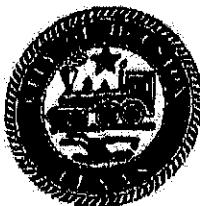
Thank you for your generosity in helping to make this event possible. On behalf of the City of Houston, TxSWANA and the Road-E-O committee members, please accept the enclosed buckle as a token of our appreciation for your contribution.

Sincerely,

Harry J. Hayes

City of Houston Chief Operating Officer and TxSWANA Board Member





CITY OF HOUSTON
Department of Solid Waste Management

Annie D. Parker

Mayor

Harry J. Hayes
Director
P.O. Box 1562
Houston, Texas 77251-1562

713-837-0311
713-837-9110
www.houstontx.gov
www.houstonsolidwaste.org

November 30, 2012

To whom it may concern:

RE: Letter of Recommendation, Cahaba/DRC (DRC)

Dear Sir/Madam:

This letter of recommendation documents the quality service that the City of Houston has received from Cahaba/DRC Emergency Services (DRC) over the past five plus years.

DRC was the 2007 competitive bid winner for the City of Houston's debris removal contract. In September 2008, the City had to activate the contract in response to Hurricane Ike making a direct hit of the Galveston/Houston area. The debris field was devastating. Millions in the area were without power for several weeks. The City's 640 square mile area was covered with nearly six million cubic yards of debris.

Three days after the direct hit, DRC began collection activities. Every day, collections multiplied two and three-fold. At the end of the initial three week collection period, DRC had removed more than 70% of the debris field. It was absolutely amazing. My staff and I were informed by FEMA personnel that DRC's collection efforts of more than 200,000 cubic yards of debris per day were establishing new collection records. To say the least my team and I, City elected leaders, and most importantly affected Houston citizens, were pleased and impressed with their efforts.

Recently, the City of Houston renewed its contract with DRC for another five year period. The team at DRC has been most professional, engaging, and amenable to the City's needs during the initial five year period. We expect nothing less from the next five year period. The company is currently engaged with the City's Parks Department in removing dead/diseased trees from the City's rights-of-way and parks due to last year's historic Texas drought. Again, DRC has been uniformly excellent in the services they have provided.

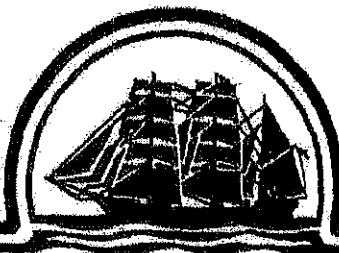
If there are further questions as to the company's relationship and responsiveness to the City's needs during emergency services, you may reach me at 713-837-9103.

Sincerely,


Harry J. Hayes
Director of Solid Waste Management

8
H:11302012-1

City of Galveston



Public Works Department
P.O. Box 779 / Galveston, Texas 77553

February 24, 2010

To whom it may concern:

On behalf of the City of Galveston I am proud to be able to take this opportunity to provide my sincere recommendation for DRC Emergency Services. DRC Emergency Services has been a critical part of the City of Galveston's preparation, management and removal of the debris left behind my Hurricane Ike.

I am confident that in the future, the City of Galveston would not hesitate to contact DRC Emergency Services, should the need ever arise. I would highly recommend DRC Emergency Services to all other local and state governments for their professionalism, performance, and expertise in the disaster recovery process.

Sincerely,

Eric K. Wilson
Director of Municipal Utilities

Ec: File

M

April 21, 2005

DRC, Inc.

ATTN: Robert J. Isakson
740 Museum Drive
Mobile, AL 36608

Dear Mr. Isakson:

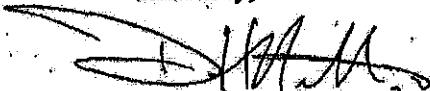
I am sorry you could not make it to Houston for the press conference and tour of your mobile command unit. Kudos to Lesleigh and Tom whose hard work ensured the event was a success. The elected officials and local emergency management personnel who attended were thankful and highly impressed with DRC. Afterwards, some admitted they had no idea of the level of service your company provided in the United States and around the world.

As Coordinator for the City of Houston's Flood and Drainage Issues Committee, I can certainly appreciate the capability of your extraordinary command facility and the tasks you all perform in times of crisis and need. I told Albert that one can only imagine the relief and gratitude citizens and city administrators feel when they see the mobile unit and your team roll into town to help them get their lives and infrastructure back to normal.

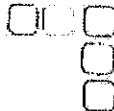
I look forward to seeing you and the entire DRC family next time you are in the area.

Thanks again for all that you do!

Sincerely,



Damon H. Mattox



September 19, 2011

To Whom It May Concern,

At the time of Hurricane Ike I was the Assistant City Manager for the City of Galveston. I was tasked with managing the daunting debris removal operation facing the City of Galveston. We utilized DRC Emergency Services as our primary contractor for the debris removal project. DRC Emergency Services worked hand and hand with my staff for nearly two years during the duration of the project. During the course of the project, DRC Emergency Services performed: debris removal, vehicle and vessel removal, hazardous waste removal, mitigating hazardous standing trees and countless other tasks. The operation included work on the public right of way and also on private property through a special FEMA-approved private property debris removal program. DRC Emergency Services provided excellent disaster management assistance and unsurpassed professional service to the City of Galveston throughout the process.

I would highly recommend DRC Emergency Services to the jurisdictions impacted by the Texas wildfires of 2011. DRC Emergency Services' staff will ensure a quick and efficient recovery and will truly be a partner to local officials throughout the course of the project.

I am confident that if you select DRC Emergency Services you will find them to be an invaluable partner during this difficult recovery process. If you have any questions concerning this recommendation, please feel free to reach me at 512-990-6101.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brandon Wade'.

Brandon Wade
City Manager
City of Pflugerville

TEXAS



GENERAL LAND OFFICE
JERRY PATTERSON, COMMISSIONER

February 11, 2011

Mr. Steven James
DRC Emergency Services
740 Museum Drive
Mobile, Alabama 36608

Re: Unilateral Change Order concluding GLO Contract No. 09-153-000-3592

Dear Mr. James:

The enclosed unilateral change order will conclude the Marine Debris Removal Contract between DRC Emergency Services, Inc. and the Texas General Land Office. Since this contract took effect two years ago, DRC has removed an extraordinary amount of debris that resulted from Hurricane Ike. This debris removal project has been a resounding success, and the GLO appreciates the many hours of hard work put in by the DRC team.

A new contract has recently been proffered to DRC to stand-by for potential work should the need arise again. In that event, I hope that the GLO will be able to count on DRC.

Sincerely,

A handwritten signature in black ink, appearing to read "Benjamin K. Au".

Benjamin K. Au, Architect
Director, Construction Services
Texas General Land Office
1700 N. Congress Ave.
Austin, Texas 78701

Enclosure: Change Order No. 19

C: Joe James, GLO
Jennifer Henry, GLO
Kent Hickingbottom, HNTB

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

RED RIVER COUNTY

200 N. Walnut
Clarksville, Texas 75426

Shirley Anderson
County Auditor

Ph: 903 427-2131
Fax: 903 427-5510

September 27, 2001

Mr. Robert J. Isakson
Managing Director
DRC, Inc.
740 Museum Drive
Mobile, AL 36608

Subject: 2001 ICE STORM – RED RIVER COUNTY

Dear Sir:

I am writing to express the sincere appreciation of the citizens of Red River County for the very professional services rendered by your company in the aftermath of last winter's ice storm.

Your company representative, Mr. Buddy Persons, was on site daily, supervising this operation and relaying timely information regarding the clean-up to County officials. Your quick mobilization after award of the contract exceeded all expectations.

In summary, I am extremely pleased with the outstanding performance and professional attitude of all members of your staff who assisted with the clean-up. You have my highest recommendation for future work of this nature.

Sincerely,

Shirley Anderson

Shirley Anderson,
County Auditor

SAt:ra

USER NAME	PASSWORD
<input type="text"/>	<input type="password"/>

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Entity Dashboard

[Entity Record](#)

- ▶ [Core Data](#)
- ▶ [Assertions](#)
- ▶ [RNs & Certs](#)
- ▶ [POCs](#)
- ▶ [Reports](#)
 - ▶ [Service Contract Report](#)
 - ▶ [BioPreferred Report](#)
- ▶ [Exclusions](#)
 - ▶ [Active Exclusions](#)
 - ▶ [Inactive Exclusions](#)
- ▶ [Excluded Family Members](#)

[RETURN TO SEARCH](#)

Entity Overview

Entity Information

Name: DRC Emergency Services, LLC
Doing Business As: DRC Emergency Services
Business Type: Business or Organization
POC Name: Mark Stafford
Registration Status: Active
Activation Date: 10/14/2015
Expiration Date: 10/12/2016

Exclusions

Active Exclusion Records? No

DRC Emergency Services, LLC
5851 San Felipe Street, Suite 425
Houston, Texas 77057

Phone: 281-201-0533 Fax: 832-831-2180
[*www.drcusa.com*](http://www.drcusa.com)

RECEIVED 11:42 AM NOV 03 2015



**REQUEST FOR
PROPOSAL
ENCLOSED**

**Emergency Disaster
Assistance Recovery
RFP 15-015/JW**



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1001 Pearl Street, 3rd Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Request for Proposal
September 21, 2015

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 15-015/JW, Emergency Disaster Assistance Recovery for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope. Offerors shall forward an original and five (5) copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

There will be a **Mandatory Pre-Proposal Conference** on Thursday, October 15, 2015, at 10:00 am CDT in the Jefferson County Engineering Department Conference Room, 1149 Pearl Street, 5th Floor, Beaumont, Texas.

PROPOSAL NAME:	Emergency Disaster Assistance Recovery for Jefferson County
PROPOSAL NO:	RFP 15-015/JW
DUE DATE/TIME:	11:00 AM CDT, November 3, 2015
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1001 Pearl Street, 3rd Floor Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.



Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – September 23rd & September 30th, 2015

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Proposal Submittal Checklist

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) original and five (5) copies of the proposal should be delivered no later than 11:00 AM CDT, Tuesday, November 3, 2015, to the Jefferson County Purchasing Department, 1001 Pearl Street, 3rd Floor, Beaumont, TX 77701.

PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

Company

Telephone Number

Address

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

1. Introduction to Offerors

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Emergency Disaster Assistance Recovery for Jefferson County.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

1.1 Vendor Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein**. Be sure your proposal package is complete.

1.2 Governing Law

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 Ambiguity, Conflict, or other errors in the RFP

If Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Offeror fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 Notification of Most Current Address

Firms in receipt of this RFP shall notify Deborah L. Clark, Purchasing Agent, Jefferson County Purchasing Department, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 Proposal Preparation Cost

Cost for developing proposals is entirely the responsibility of Offerors and shall not be charged to Jefferson County.

1.6 Signature of Proposal

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 Economy of Presentation

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 Proposal Obligation

The contents of the proposal and any clarification thereof submitted by the selected Offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 Incorporation by Reference and Precedence

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

1.10 Governing Forms

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

1.11 Implied Requirements

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be included in the proposal.

1.12 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

1.13 Vendor Registration: SAM (System for Award Management)

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an “active” status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

1.14 Evaluation

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Jefferson County.

1.15 Withdrawal of Proposal

The Offeror may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Offeror may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.16 Award

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Offeror, and/or to reject any or all proposals. In the event the highest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

1.17 Ownership of Proposal

All proposals become the property of Jefferson County and will not be returned to Offerors.

1.18 Disqualification of Offeror

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq., Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Offerors.

1.19 Contractual Development

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.20 Assignment

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.21 Contract Obligation

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Offeror. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.22 Termination

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Offeror, or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

1.23 Inspections

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Offeror as inadequate.

1.24 Testing

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.25 Loss, Damage, or Claim

The Offeror shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Offeror shall totally indemnify Jefferson County against all claims of loss or damage to the Offeror's and Jefferson County's property, equipment, and/or supplies.

1.26 Taxes

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.27 Non-Discrimination

The successful offeror will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.28 Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

1.29 Conflict of Interest

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

1.30 Waiver of Subrogation

Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from the Offeror's performance under this agreement.

1.31 Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Offeror's proposal. The insurance requirements are part of this package.

1.32 Insurance Requirements

The contractor (including any and all subcontractors as defined in Section 1.32 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
 Builder's Risk Policy: Structural Coverage for Construction Projects
 Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (see attached)
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1.33 Worker's Compensation Insurance

1.33.1 Definitions:

- 1.33.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 1.33.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.33.1.3 **Persons providing services on the project (“subcontractor”) in article 406.096 –** Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.33.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.33.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.30 above.

1.33.4 If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.33.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- 1.33.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 1.33.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.33.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.33.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.33.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers’ Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.33.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

- 1.33.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
- 1.33.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 1.33.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 1.33.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

- 1.33.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
- 1.33.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 1.33.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 1.33.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 1.33.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.33.1.1 – 1.33.9.7 with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.33.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 1.33.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.34 Pre-Proposal Conference

There will be a Pre-Proposal Conference on Thursday, October 15, 2015, at 10:00 am CDT in the Jefferson County Engineering Department Conference Room, 1149 Pearl Street, 5th Floor, Beaumont, Texas.

1.35 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CDT, Tuesday, November 3, 2015, to:

Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent
1001 Pearl Street, 3rd Floor
Beaumont, Texas 77701

Courthouse Security: Bidders are advised that all visitors to the Courthouse must pass through Security. Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

County Holidays – 2015:

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day
November 26-27	Thursday-Friday	Thanksgiving
December 24-25	Thursday-Friday	Christmas

Jefferson County will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the Offeror.

Jefferson County will not accept any responsibility for proposals being delivered by third party carriers.

Offeror must submit one (1) original and five (5) exact duplicate, numbered copies of the proposal (for a total of 6 copies). Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

1.36 Questions

Questions may be emailed to Jamey West, Assistant Purchasing Agent at:
jwest@co.jefferson.tx.us

1.37 Tentative Schedule of Events

September 21, 2015	Issuance of Request for Proposal
October 15, 2015	Mandatory Pre-Proposal Conference (10:00 AM CDT) Jefferson County Engineering Department Conference Room 1149 Pearl Street, 5 th Floor, Beaumont, Texas
November 3, 2015	Deadline Submission (late proposals will not be considered)
November 5, 2015	Proposals distributed to Evaluation Committee
November 9-13, 2015	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
Week of November 30, 2015	Conduct Interview/Best and Final Offer/Short List
December 7, 2015	Recommendation for Award

Please note:

The above schedule of events is **tentative** in nature. Dates listed are subject to change.

2. Response Format

2.1 Introduction

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

2.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Cost Proposal (Appendix A of RFP)
- h. Other information that may be helpful in the evaluation

2.3 Transmittal Letter

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

The transmittal letter must include a statement of acceptance of the Standards of Performance for the contract resulting from this RFP.

2.4 Executive Summary

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

2.5 Table of Contents

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

2.6 Offeror Identifying Information

Offerors must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;
- f. The Offeror's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and
- h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

2.7 Conflict of Interest

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the

County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

**FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

3. Proposal Submittal

The Proposal is due no later than 11:00 AM CDT, Tuesday, November 3, 2015 and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) original and five (5) copies of the proposal should be mailed to delivered to:

Jefferson County Purchasing Department
1001 Pearl Street, 3rd Floor
Beaumont, TX 77701

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

4. Scope of Services

4.1 Objective

The County is seeking proposals from qualified Contractors to establish Emergency Disaster Assistance Recovery contract(s) for project management and various disaster related services. Services shall include, but not be limited to:

- a. Emergency Road Clearance
- b. Emergency Power Generators
- c. Temporary Satellite Communications
- d. Temporary Sanitary Facilities/Portable Housing Facilities
- e. Reefer and Refrigerator Container with an initial ice delivery
- f. Potable Water Truck and Drinking Water (add water troughs)
- g. Mobile Fleet Repair Facilities, Technicians and Mechanics
- h. Traffic Control and Signage
- i. Canteen, inclusive of Operation and Staffing
- j. Right of Way (ROW) Debris Removal
- k. Right of Entry (ROE) Debris Removal
- l. Tree, Tree Stump, and Tree Limb Removal
- m. Demolition of Structures
- n. Emergency Temporary Dry-in of Facilities
- o. Temporary Security Personnel
- p. Temporary Lighting
- q. Temporary Fueling Sites and Dispensing
- r. Rental of Various Types of Equipment (i.e. loaders, dump trucks, etc.) with and without operators, including Rear-Loading Refuse Trucks
- s. Temporary Fencing
- t. Other Disaster Related Services: Waterway Debris Removal
- u. Cleaning of Storm Drains

The awarded contract shall not be considered exclusive and the County retains the right to obtain similar services from additional Contractors. The Contractor may be called upon throughout the contract term to render services to assist the County with special needs and events for other than full-scale disasters.

The County, at its sole discretion, may expand the scope of services to include additional requirements. The County reserves the right to investigate, as it deems necessary to determine the ability of any firm to perform the work or services requested. Information the County deems necessary in order to make a determination shall be provided by the firms upon request.

It is the intent of the County to award the contract(s) as follows:

- a. Debris Removal
 - **The following services shall not be split:** ROW Debris Removal, ROE Debris Removal and Tree/Tree Stump/Limb Removal.
 - The County anticipates this category may be awarded to multiple Contractors, as it is deemed to be in the best interest of the County.
- b. Ancillary Services
 - The remaining services may be individually awarded or grouped together and awarded to multiple Contractors, as it deems to be in the best interest of the County.
 - Debris Removal Contractors shall have the right to withdraw ancillary services from their proposal if they are not selected as a Debris Management Contractor.

It is the County's intent to pre-establish immediate and non-immediate services that may be required in the event of a disaster.

It is the intent of the County to award a three (3) year contract with the possibility of two (2) one-year extensions, which shall commence immediately upon the County Commissioner's approval and signing of the contact. Should any active individual project extend beyond the expiration date of the contract, the project agreement shall be extended until the project has been satisfactorily, successfully completed, and accepted.

Contractors are invited to propose services that they are qualified to perform. The County reserves the right to split the award of the resulting contract or award a service to multiple Contractors.

4.2 Qualifications

The Contractor must, at a minimum, have performed at least three (3) debris removal, reductions, and operations in excess of 1,000,000 cubic yards, and provide references for the communities where these operations took place. At least two (2) of these operations must have been performed in the last eight (8) years.

The Contractor shall have at least ten (10) years of experience in the provision of emergency products and services and must be able to demonstrate that some of this experience was during periods of emergency/disaster type conditions.

The Contractor's company shall be currently engaged in emergency disaster recovery services on a full time basis, year round, with dedicated management and administrative support staff, in-house employees. The Contractor may supplement in-house resources with private individuals or companies. The contractor shall have the financial strength to assume extensive and large expenditures.

Contractor is to ensure strict adherence to Code of Federal Regulations 2 (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Subcontractors: Should subcontractors be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the County's request, Contractor shall provide all internal sub-contractor documentation for federal reimbursement review.

Contractor is responsible for complying with Code of Federal Regulations 2 (CFR) Part 200 in its entirety throughout the project lifecycle.

4.3 Proposed Scope of Services

Offerors shall submit a proposal for the following services. However, the proposals are not limited to the below list should the offeror feel they might have similar services available that may be of benefit to the County.

The Contractor shall perform all services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality of workmanship will be acceptable. Services, equipment, and/or workmanship not conforming to the intent of the awarded contract or meeting the approval of the County may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the County.

Contractor shall bear all of its own operating costs and is responsible for all permit, license fees, and maintenance of its own and subcontractor's trucks, and equipment to keep such property in condition and manner adequate to accomplish contracted services.

The Contractor shall provide expertise, technical guidance and consultation before, during and after the disaster event. The Contractor shall provide administrative support for contracted operations, on-site management staff to work with County staff, and field supervisors, operators, drivers, laborers along with appropriate vehicles, equipment, housing, hand tools and all other incidentals to ensure a successful recovery operation.

The Contractor shall be responsible for knowledge of and compliance with all federal, state and local laws, rules, practices and regulations.

No guarantee is expressed or implied as the volume of services, if any, shall be procured under this Request for Proposal by the Jefferson County.

4.4 Records Retention

Contractor is required to retain all records and files related to a DISASTER/EMERGENCY until the Jefferson County EMC gives written permission to discard these materials.

The County seeks the following services:

▪ EMERGENCY ROAD CLEARANCE:

Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by Jefferson County Emergency Management/Emergency Operations Center (EM/EOC).

Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.

The County will reimburse the contractor as follows:

County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (**Item A**).

▪ EMERGENCY POWER GENERATORS:

Contractor shall provide all labor, materials, equipment, tools and any other incidental items to furnish, deliver and install emergency power to essential facilities as identified and directed by the County. **The Contractor shall contact EMC/EOC staff before final location of generators are decided.**

A list of generators that could possibly be requested by the EMC/EOC is provided in Appendix A of the Cost Proposal section, Emergency Power Generators (**Item C**). The generators have been classified as "essential" and "non-essential". The "essential" generators must be delivered within twenty-four (24) hours following a disaster event. In the event the County gives a thirty six (36) hour advanced notice of the "need for services", the equipment shall be delivered prior to landfall. Other specified generators shall be requested on an "as- required" basis. In some instances, the "essential" generators may not be necessary, which may result in the County returning them to the contractor.

In some instances, the contractor shall be required to be on-call 24 hours for repairs to essential generators.

Upon delivery of each unit, the Contractor shall contact the EMC/EOC for receipt and documentation for equipment.

The Contractor shall be responsible for fueling both the Contractor's provided generators AND County-owned generators on a daily basis or as identified by and directed by EMC/EOC staff.

The County will provide the Contractor with the County's emergency fuel vendors.

The County will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for providing required maintenance and repair to provided generators. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

The Contractor must provide a certified electrician to connect all provided generators.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a flat rate (rental prices shall include all labor, equipment, parts and materials to connect and properly maintain the unit, in accordance with use, and provide any necessary repairs), per Appendix A of the Cost Proposal section, Emergency Power Generators (**Item C**). The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

▪ TEMPORARY SATELLITE COMMUNICATION:

The Contractor shall provide temporary satellite communications equipment and "on-air" talk time to the County to facilitate emergency communications within the County and with outside agencies due to loss of communications capability as identified and directed by the County. An initial eight (8) phones are required.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a flat rate for regular phones, and a term for daily, weekly or monthly for satellite phones with a per usage rate, per Appendix A of the Cost Proposal Section, Satellite Communications (**Item D**). Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

▪ TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES:

The Contractor shall provide essential self-contained temporary sanitary facilities immediately following a disaster event as identified and directed by the County. The contractor shall also obtain a legal subcontractor to service units as may be needed.

Comfort Station-10 stall units
Comfort Station-26 ft .BT Unit
Shower Units - 4 stall
Shower Unit- 6 stall
Shower Units -12 stall with 6 sinks
Portable Laundry Facilities

The units provided by the Contractor will be on a temporary weekly basis until the County's contracted vendor can adequately place their units. Upon delivery of such units, the EMC/EOC will authorize the removal of the Contractor's temporary units.

Waste products must be disposal at a legally operated disposal facility.

The County will reimburse the contractor as follows:

Contractor shall be compensated on a per-unit cost for a daily, weekly, or monthly period rate, per Appendix A of the Cost Proposal section, Temporary Sanitary Facilities (**Item E**). Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

▪ REEFER AND REFRIGERATOR CONTAINERS WITH INITIAL ICE DELIVERY:

Upon the request of the EMC/EOC, the Contractor shall provide a minimum of one (1) reefer trailer container with four (4) pallets of bagged ice and one (1) refrigerated container trailer immediately following a disaster event. One (1) refrigerated trailer truck shall be provided for **exclusive** use by the Morgue.

Placement of trailers containers shall be as directed by the EMC/EOC.

The County will provide the Contractor with the County's emergency fuel vendor.

The County will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for providing required maintenance and repair to equipment.

The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

Upon depletion of the initial ice delivery, the county will replenish the ice supply by a separate contract and/or through this contract.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a flat rate for daily, weekly or monthly usage with a one-time mobilization cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly, per Appendix A of the Cost Proposal section, Reefer and Refrigeration Containers w/Initial Ice Deliver (**Item F**). Contractor shall include cost for fueling, repairs, and maintenance in their cost proposal.

▪ POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER:

Upon the request of the EMC/EOC, the Contractor shall provide potable water trucks and emergency bottled water immediately following a disaster event. Placement of water trucks and bottled water shall be as directed by the EMC/EOC.

Potable water trucks and up to ten (200-300 gallon) water troughs for livestock feeding and watering operations may be requested by the county.

The Contractor shall be responsible for providing potable water and maintaining supply of potable water until the County's potable water system is operational and safe to drink. The Contractor shall also be responsible for maintaining the water tank and appurtenances in a manner that will not allow the potable water to be contaminated. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

In the event the equipment requires power to operate, the Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power. If the containers are powered by generator, the contractor shall be responsible for fueling generators as may be required. The County will provide the Contractor with the County's emergency fuel vendors. The County will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for furnishing the initial delivery of six (6) pallets of emergency bottled water. The bottles shall be plastic and the size of container shall be no greater than 24 ounces but not less than 16 ounces. Upon depletion of the initial bottled water delivery, the County will replenish the bottled water supply by a separate contract and/or through this contract.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a flat rate per unit case for a unit of 12 one liter bottles, per Appendix A of the Cost Proposal section, Potable Water Truck and Drinking Water (**Item G**). Contractor shall include the cost for fueling, refilling trucks, maintenance, and repairs in the cost proposal. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. The County can at any time request a copy of the supplier's invoice for the pay request.

▪ MOBILE FLEET REPAIR FACILITIES, TECHNICIANS AND MECHANICS:

As directed by EMC/EOC, the Contractor shall provide all labor, facilities, equipment, transportation, labor, supervision and other incidentals required to provide temporary fleet maintenance services. This need would be in the event the County's Fleet Maintenance facility was rendered inoperable as a result of the disaster event and/or additional fleet repair assistance is needed.

The County will reimburse the contractor as follows:

Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly, per Appendix A of the Cost Proposal Section, Mobile Fleet Repair Facility (**Item H**). Contractor shall be compensated at a flat rate per hour for two different kinds of labor, skilled mechanic, and unskilled mechanic assistant. A flat rate per tire and a flat rate per battery. The County will compensate the Contractor for any additional materials/parts at a fixed percentage over their cost.

▪ CANTEEN:

Jefferson County is currently under contract with a primary Canteen Services provider. However, Jefferson County may elect to have Canteen Services fulfilled by a secondary provider should the primary provider be unable to fulfill the duties of the contract.

Should the Contractor (CATERER) under this RFP be elected to provide Canteen Services:

The Caterer shall recognize the vulnerability of Jefferson County citizens and their communities to damage, injury and loss of life and property resulting from Disasters. Such Disasters require 24/7 responses from emergency first responders. Government employees, various elected officials, state and federal representatives and other emergency management personnel. Providing meals to these individuals is mandatory in order for them to carry out their duties to the public effectively. The County wishes to make suitable arrangements for the provision of Meals to these individuals prior to actual need by entering into a "secondary provider" contractual agreement based on the terms in this RFP.

As directed by the EMC/EOC, the Caterer shall provide all labor, facilities, equipment, and staff required to provide a temporary canteen for feeding up to five hundred (500) County and Mutual Aid employees. Caterer shall provide hot and cold meals, beverages, condiments, utensils, disposable paper plates and cups, plastic bags for cleanup, other meal related supplies, meal catering services, staging of equipment, and clean up ("MEALS") for emergency workers in times of hurricanes and other natural or man-made disasters or emergencies ("DISASTERS").

Caterer will provide equipment, including fuel to operate its vehicles and for preparation equipment that is necessary for the provision of meal services for the same number of meals.

Caterer will employ, and provide on-site, sufficient staff to deliver its services and its MEALS in a timely and efficient manner.

Caterer must comply with current Health Ordinances.

A list of the minimum requirements for the types of MEALS that are to be provided by Caterer is provided in APPENDIX K.

The number of requested meals will be specified by the EMC/EOC. In a large disaster situation, such as a hurricane, it is anticipated (based on past experience) there could possibly be a request for up to 500 MEALS per regular serving time (one meal per person) and 200 cold meals/boxed lunches per evening shift will be required to be prepared on site or delivered to one or more of the County's staging sites. The number of meals to be requested will be based on the nature and needs of the incident.

There will be 3 regular serving times per day, and 1 additional meal provided for shift workers during the night.

- Breakfast: 7:00 AM daily..... 500 MEALS
- Lunch: 12:00 Noon daily 500 MEALS
- Dinner: 6:00 PM nightly 500 MEALS
- Shift: 11:00 PM nightly..... 200 Boxed Lunches/Cold Meals

Contractor shall comply with all health and safety codes in effect relating to the preparation and serving of MEALS and clean-up for as long as its services are required as a result of the Disaster.

Contractor shall respond to an activation request made by EMC/EOC and be prepared to serve the first MEALS **as soon as is reasonably possible** depending on the circumstances.

In the event of an approaching catastrophic hurricane (Category 4-5 on the Saffer-Simpson Scale), the EMC/EOC will strive to give Caterer thirty six (36) hours advanced notice of the need for Caterer's services. In addition Jefferson County will specify the number of days they anticipate MEALS will be required. Caterer will mobilize its equipment, report to the staging sites and serve the first MEALS within this time period.

Caterer, upon notification, must be prepared to serve the first MEALS **within twelve (12) hours** of a Disaster if necessary.

Caterer understands that providing MEALS requires the staging of equipment at the Jefferson County Courthouse 1149 Pearl Street, Beaumont, Texas (Central Main Location); and Precinct #2,7759 Viterbo Road, Beaumont, Texas (Secondary Location); and perhaps at other locations depending on the circumstances at the time of the disaster.

Caterer is solely responsible for ensuring for the proper and necessary set-up, relocation, maintenance, protection and removal of such equipment and to clean-up the staging sites upon request of the County.

Should any damage occur to any staging area as a result of such staging activities of Caterer, Caterer will be responsible for repair of such damage to its pre-damaged condition.

Caterer shall provide a means of accounting for all meals served. It shall be the Caterer's responsibility to obtain a signature or other form of ID (to be determined by EMC/EOC) for each meal that is served and billed to Jefferson County.

County (EMC/EOC) agrees to notify Caterer via telephone and in writing (fax or email) as far in advance of a disaster of its need for Caterer's service as is practicable depending on the type of Disaster so as to provide Caterer to properly and adequately respond to Jefferson County's requirements.

County (EMC/EOC) agrees to provide necessary parking spaces at the Jefferson County Courthouse and Precinct #2, to enable Caterer to use its vehicles and equipment during the time of the Disaster.

County (EMC/EOC) agrees to provide written notification of its need for extension of Caterer's services no less than 24 hours prior to termination of the initial specified period. Caterer will use its best efforts to accommodate this request and to continue to service County's requirements.

The County will reimburse the contractor as follows:

The County will compensate the Contractor based on flat fee per meal served for breakfast, lunch, dinner, and boxed lunches, including the condiments and drinks with a one-time mobilization cost for the mobile kitchen, per Appendix A of the Cost Proposal section, Canteen (**Item I**).

Contractor should include the cost for labor/staffing the Canteen in the cost proposal. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

SAMPLE MENU: In addition to providing a cost proposal in Appendix A. Cost Proposals section (**Item I**), the Contractor (Caterer) shall submit a **SAMPLE MENU** with proposal submission. Please refer to Appendix K for a menu guideline.

• TRAFFIC CONTROL AND SIGNAGE:

As directed by the EMC/EOC, the Contractor shall provide all labor, materials, equipment, transportation, and other incidentals required to provide temporary traffic control and signage. This scope of this service shall be to provide temporary stop signs and delineate any traffic hazards, as directed by the County. The following indicated the type of items to be provided and quantities:

200 each – Safety Cade Type II Barricades with flashing lights

100 each – DOT Black Base 36" traffic cones with two (2) each reflective bands

100 each – Diamond Grade 8 gauge Aluminum 36" x 36" Stop signs

100 each – Fourteen Gauge 2" x 2" x 1¼" square pre-drilled poles

100 each – A-Frame stands for 36" signs

All equipment and materials proposed shall be in accordance with TXDOT regulations.

The Contractor shall be responsible for maintaining all equipment and the replacement of barricade batteries as needed. The County will reimburse the Contractor for the cost of replacement batteries.

The County will reimburse the contractor as follows:

The Contractor shall be compensated at a fixed percentage over their cost, per Appendix A of the Cost Proposal section, Temporary Signage and Traffic Control (**Item J**). The County can at any time request a copy of the supplier's invoice for the pay request.

• RIGHT-OF-WAY DEBRIS REMOVAL:

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible* disaster-generated debris, including hazardous and industrial waste materials, as directed by the County.

* "Eligible" means qualifying for emergency funding under the Federal Emergency Management Agency "FEMA." Eligible debris is that which after its clean up and removal: 1) eliminates immediate threats to life, public health and safety; 2) eliminates threats of significant damage to improved public or private property; and 3) essential by its absence of ensuring economic recovery.

The EMC/EOC and Contractor will tentatively plan the number of passes/sweep* for debris pick up following a complete assessment of the volume of disaster generated debris.

* "Passes/Sweeps" means the number of times a Contractor passes through a community to collect all disaster related debris from the right-of-ways. This service is usually limited to three (3) passes through the community.

The County anticipates the potential locations of TDSRS (Temporary Debris Storage and Reduction Site) as follows:

Possible TDSR Facilities:

Undeveloped Land	Undeveloped Land	Undeveloped Land
Owner: Jefferson County	Owner: Jefferson County	Owner: Jefferson County
Interstate 10 East at Major Drive	Highway 365 & Jade Road	Highway 73 and Big Hill Road
Size: 150 acres	Size: 20 acres	Size: 300 acres

Landfill sites:

Republic Services 5433 Labelle Road Beaumont, TX 77705 409-242-4456	Republic Services 2601 Jenkins Road Anahuac, TX 77514 409-267-6666	Waste Management 2175 West Cardinal Drive Beaumont, TX 77701 409-842-0065
City of Beaumont Municipal Landfill 5895 Lafin Beaumont, TX 77705 409-842-5686	City of Port Arthur Sanitary Landfill 4732 Hwy 73 Beaumont, TX 77705 409-736-1341	

The County is requesting optional proposals for an incinerator curtain for processing vegetation and the final disposal of ash.

The services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, and other rights-of-way, including any other locally owned facility or site as may be directed by the EMC/EOC. Services will only be performed when requested and as designated by the EMC/EOC.

This task shall consist of five (5) types of debris:

Clean Construction & Demolition (C&D);
 Clean Vegetation;
 Contaminated Construction & Demolition (mixed vegetation and C&D); and
 White goods (i.e. refrigerators, stoves, and other appliances).
 Electronic Hazardous Waste (E-Waste) TVs, microwaves, computer monitors, etc.

Task services shall include:

Picking up debris from right-of-way and transporting debris to the TDSRS;
Reduction of debris at the TDSRS; and
Loading and transporting reduced debris to a lawful disposal site.

The County requests unit prices for the following services:

Cubic yard pricing for pick up and transporting right-of-way debris to the TDSRS;

Cubic yard pricing, which will be equal to the debris cubic yards transported to the TDSRS, for the reduction of the five (5) types of debris;

Reduced debris cubic yard pricing for transporting processed clean vegetation and clean C&D to the disposal site directed and approved by the County.

Loading and disposal rates for contaminated C&D shall be the actual tonnage, as reported by the landfill.

Disposal location of contaminated C&D shall be at the direction of the County and will be delivered to either BFI landfill. In the above landfills is not accepting debris, the County will be requesting separate disposal mileage rates to transport to other Class I site. In the event Waste Management landfill will not accept debris, the alternate mile rates will be used should there be a lawful disposal site.

The contractor shall be responsible for transporting collected white goods to the County's recognized recycling vendor within Jefferson County.

The County will reimburse the Contractor as follows:

One unit price for pick up and final disposal for each item at the County's Recycling Center.

One unit price for pick up and final disposal for each item at a County recognized recycling vendor within Jefferson County

One unit price for pick up and transportation to TDSRS for each item. The County will pick up units and determine final disposal.

Tipping fees at the negotiated rates shall be paid by the Contractor. The County reserves the right to negotiate tipping fees with the selected landfill(s). The County will not compensate an administrative fee or percentage over and above actual landfill fees.

In some instances, the volume processed in a final sweep does not justify the utilization of a TDSRS. Therefore, the County is requesting separate unit prices for pick-up of right-of-way debris and transporting directly to a lawful landfill as directed by the County.

The County will be requesting alternate pricing for the pickup, transportation, and disposal of household hazardous waste.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Right of Way (ROW) Debris Management and Right of Entry (ROE) Debris Management (**Item K**).

▪ RIGHT-OF-ENTRY DEBRIS REMOVAL (If implemented by the EMC/EOC):

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible* disaster-generated debris, including hazardous and industrial waste materials, as directed by the County.

The Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by the County. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the County does not warrant that all utilities will be located before debris removal commences, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services.

The County will secure all necessary permissions, waivers and Right-of –Entry Agreements from real property owners required for the lawful removal of debris from real properties.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The loading, hauling of ROE debris, processing of ROE debris and final disposal shall be conducted under the Right-of-Way management requirements and proposal schedule.

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Right of Way (ROW) Debris Management and Right of Entry (ROE) Debris Management (Item K).

▪ TREE, TREE STUMP, AND TREE LIMB REMOVAL:

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above service, as directed by the EMC/EOC.

The Contractor shall remove and transport eligible tree, tree stumps and tree limbs, as directed by the County, to the TDSRS for reduction and disposal.

The EMC/EOC will authorize the Contractor to provide these services as they may be required. The Contractor shall be responsible for photographing and documenting tree location on a Contractor provided log form.

The Contractor shall measure the tree/stump three feet (3') above normal ground level to determine the diameter of the trunk. Trees and stump shall be removed in an efficient and safe manner.

As directed by the EMC/EOC, the Contractor shall cut and remove hanging or broken limbs.

Once the tree/tree stump or limbs are removed and/or cut into manageable portions, the tree debris shall be removed and transported to the TDSRS for processing.

The loading, hauling of tree debris, processing of tree debris and final disposal shall be conducted under the Right-of-Way debris management requirements and proposal schedule.

The County will not compensate for those stumps and limbs that are detached in the ROW and are capable of being loaded with the standard debris removal equipment.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

Tree limb removal to be reimbursed based on the unit rates proposed in Appendix A of the Cost Proposal section, Trees, Tree Stump, and Tree Limb Removal (**Item L**). The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

▪ DEMOLITION OF STRUCTURES (If implemented by the County):

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above services, as directed by the County.

As directed by the County, the Contractor shall demolish unsafe privately owned structures, which have been determined by the County to be a threat to the health and safety of the public, leave debris on private property and barricade the property. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the County does not warrant that all utilities will be located before debris removal begins, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services. Debris generated from the demolition will be placed on the right-of-way and collected as part of the ROW debris management program.

The County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real properties.

As directed by the County, the Contractor shall demolish County owned structures, load and transport debris to a legal landfill. Tipping fees shall be included in the unit rates proposed for services.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the Contractor as follows:

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Demolition of Structures (**Item M**).

▪ EMERGENCY TEMPORARY DRY-IN OF FACILITIES:

As directed by the EMC/EOC, the Contractor shall provide all labor, equipment, material, signage, traffic control and other incidentals required to provide emergency temporary dry-in of facilities. These tasks may include services for roofs, overhead doors, doors and windows.

The contractor shall be licensed in the State of Texas for performing the services.

The basic scope for the evident services are as follows:

Roofing:

- Remove existing roofing material, inclusive of roof covering, tar paper, and nails and screws.
- Disposal of existing roofing and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Dry-in and secure a temporary roofing system, as approved by the County.

Overhead Doors:

- Remove existing overhead door.
- Disposal of existing doors and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Contractor may secure the opening by constructing plywood doors, which may be easily utilized as may be needed until permanently repaired by others.

Windows:

- Remove unsafe glass and materials from window opening.
- Disposal of existing windows and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Contractor may secure the opening utilizing plywood and securely affixing to structure.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will compensate the Contractor as follows:

The Contractor shall be compensated at a fixed percentage over their cost. Labor for performing services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (**Item N**). The County can at any time request a copy of the supplier's invoice for the pay request.

▪ TEMPORARY SECURITY PERSONNEL:

As directed by the County, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary and qualified security personnel to oversee the security of designated facilities.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

The Contractor shall be compensated at a fixed percentage over their cost. Labor for performing services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (**Item O**).

The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

▪ TEMPORARY LIGHTING:

As directed by the County, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary lighting at designated facilities.

The Contractor shall be responsible for visually inspecting lighting units to ensure proper operation. The Contractor will be responsible for the changing out of defective or burned-out lamps at no cost to the County.

The Contractor shall be responsible for providing temporary generator power or supplies/materials to connect to building power. If the lighting systems are powered by generator, the contractor shall be responsible for fueling generators as may be required. The County will provide the Contractor with the County's emergency fuel vendors; the County will be responsible for payment of fuel for refueling generators.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

County will compensate the Contractor as follows:

The Contractor shall be compensated at a fixed percentage over their cost. Labor for performing services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (**Item P**). Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

▪ TEMPORARY PORTABLE FUELING SITES AND DISPENSING:

As directed by the EMC/EOC, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary fueling sites and dispensing equipment at designated facilities.

The equipment proposed must be stabilized and properly secured units in the event another hurricane should make landfall that may affect the fueling facility.

The equipment shall have the capability of dispensing unleaded, off road diesel and on road diesel. The units shall be double contained.

The Contractor shall be responsible for furnishing and maintaining electrical supply resources for operation of equipment.

The County shall be responsible for the initial fuel delivery and all other deliveries thereafter.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a fixed percentage over their cost. Labor for fueling services and maintenance/repairs of equipment shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (**Item Q**). Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

▪ RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS:

As directed by the County, the Contractor shall provide all equipment, transportation, operators when requested and other incidentals required to provide rental of various equipment. This request shall include rear loading refuse trucks. This task will be reimbursed per the proposed hourly/rental rate schedule.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

Specified Equipment – County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (**Item A**).

Unspecified Equipment – County will compensate the Contractor at a fixed percentage over their cost, per Appendix A. Cost Proposal Equipment/Labor Rate Schedule (**Item A**).

▪ TEMPORARY FENCING:

As directed by the County, the Contractor shall provide all labor, equipment, material transportation and other incidentals required to provide temporary fencing at designated facilities and areas.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a fixed percentage over their cost. Labor for services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (**Item S**).

▪ OTHER DISASTER RELATED SERVICES: WATERWAY DEBRIS REMOVAL

Contractor will remove and dispose of debris accumulated in the beaches of the County, and will collect, screen for debris removal, and re-deposit sand on the beach that has accumulated in adjacent areas up to 2500 feet from the original land edge of the beach. Locations will be designated by the County's authorized representative. Contractor shall be compensated at a fixed percentage over their cost.

Contractor will remove debris resulting from the event from the drainage and navigation canals and adjacent banks, as directed by the County. Debris to be removed will be vegetative and/or construction and demolition debris affecting the canals, but excludes removal of damaged and/or abandoned boats. The Contractor will also haul process and dispose of the collected debris, as well as restore, re-grade, and/or reseed the canal banks and slopes, as directed by the County. Contractor shall be compensated at a fixed percentage over their cost.

Contractor will collect and remove boats that are severely damaged by the disaster event, and abandoned in or on the canals, marinas, and beaches of the County. Contractor will dispose of hazardous materials in accordance with applicable regulations, demolish and transport to a suitable location for final disposal. The County will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing the Contractor to remove and dispose of the vessel.

The Contractor is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a fixed price per cubic yard based on mileage for one way haul. Labor for services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (**Item T**).

▪ CLEANING OF STORM TRAINS

Storm Drain Cleaning will be itemized by round culverts or box culverts.

The County will reimburse the contractor as follows:

Contractor shall at cost per linear foot or a unit price. Labor for services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (**Item U**).

4.5 Strategic Planning

The Contractor in conjunction with the EMC/EOC shall develop a strategic plan for disaster recovery services and submit twelve (12) hard copies and same documentation on one CD-rom in Adobe Acrobat format to the County for approval fourteen (14) days prior to the pre-event planning meeting.

A pre-event planning meeting shall be conducted upon the award of this contract. EMC/EOC will work closely with the Contractor to identify the following:

- Map of primary transportation routes;
- Map of all facilities with notation to essential facilities;
- Emergency power requirements for essential facilities;
- Map of sanitary portable facilities for immediate placement;
- Possible locations for temporary debris staging and reduction site (TDSRS); and
- Possible equipment staging locations.

The Contractor shall meet with the EMC/EOC prior to the beginning of each Hurricane season for pre-event planning. At this meeting, the County and Contractor will discuss elements that may change or effect disaster recovery.

4.6 Mobilization

The contractor is responsible to contact the County's representative ninety-six (96) hours, forty-eight (48) hours AND twenty-four (24) hours prior to a storm event.

Depending on the category of event and/or type of event, the County may revise the requirements for immediate mobilization.

Compensation for Standby Equipment – Following are procedures should the need for immediate equipment no longer exist based on minimal storm damage or the storm by-passes the County:

The County will release the equipment to the Contractor for deployment outside of Jefferson County. This process shall be in writing with the County's Representative signature authorizing the release of the equipment.

In the event the equipment cannot be redirected, the County shall compensate the Contractor based on the minimum term (daily, weekly,) of the Contractor's agreement for rental/lease. In all instances the Contractor shall make every effort to negotiate with their supplier a rental term no longer than one (1) week. In all instances a copy of the Contractor's supplier's invoice and contract shall accompany the Contractor's application for payment.

The contractor shall make every attempt to communicate via telephone with the County's appointed representative immediately after the event to receive an initial assessment of damage. The Contractor shall then report to the County's Emergency Operations Center.

The Contractor shall be responsible for placing all immediate need equipment, materials, and personnel on stand-by in a safe location to await deployment to the designated areas immediately following a disaster event. The Contractor shall coordinate with the County a disaster recovery plan applicable to the event.

The plan shall include:

Verification of primary transportation routes, which require clearing;

Debris removal strategy (i.e., landfill disposal site, TDSRS site, if required additional mileage to disposal site, etc.);

Placement of emergency power;

Placement of immediate need sanitary portable facilities/portable housing facilities;

Placement of immediate need reefer and refrigerator containers and initial ice supply;

Placement of water trucks with potable water and emergency water; and

Placement and operation of a temporary fleet maintenance facility.

The Contractor shall also be capable of deploying all resources for the following immediate need services within **twenty-four (24) to thirty-six (36)** hours following an event:

Equipment for clearing transportation routes;

Equipment and materials to provide emergency power at facilities deemed essential by the County;

Portable facilities;

Reefer and refrigerator containers with initial ice delivery;

Potable water trucks and emergency bottled water;

Temporary fleet maintenance

Traffic control and signage; and

Canteen to include staffing and operation.

The Contractor shall be capable of mobilizing 100% of required resources within 96 hours following an event for all other services.

5. Project Requirements

5.1 Objective

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included. In addition, the proposed work plan must contain provisions requiring review and approval by both the Jefferson County Executive and Jefferson County Commission.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

5.2 Offeror Experience

The successful Offeror must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The successful Offeror must provide a local cell phone number by which Offeror can provide one (1) hour response throughout a disaster event.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past ten (10) years. References must contain the name of key contacts and a telephone number.

The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.

The Offeror must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

5.3 Offeror Personnel and Organization

The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Offeror's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Offeror must provide any equipment, software, or data communication lines required by the successful Offeror's personnel to complete the work specified in this document. Each Offeror also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

6. Proposal Evaluation and Selection Process

6.1 Introduction

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

6.2 Cost Proposal

The Offeror must utilize the form provided in Appendix A in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. **Any re-worked/revised version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.**

6.3 Proposal Evaluation and Selection

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from Emergency Management, Jefferson County's Auditor Department, Purchasing Department, Legal Department, Engineering, and Correctional Facility.

6.4 Evaluation Criteria

- a. **Responsiveness (3 points).** This refers to the proposal's complete responsive-ness to all written specifications and requirements contained in this RFP.
- b. **Implementation Plan (5 points).** Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the Emergency Disaster Assistance Recovery Services requested by this RFP and in managing the project.
- c. **Offeror Qualifications (5 points).** This refers to the overall qualifications of Offeror and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Offeror's performance on previous local government projects.
- d. **Personnel Qualifications (3 points).** This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Offeror's project team on previous projects with the County and similar projects.
- e. **Cost of Professional Services (4 points).** This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the

selection process according to the evaluation criteria described in this RFP and make a recommendation to the Commissioners' Court.

Upon the selection of an apparent successful Offeror, the Court shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offeror s immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

Appendix A. Cost Proposal

The Offeror must utilize this form in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. **Any re-worked/revised version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.** Cost will be a factor in the County's evaluation and award process.

A. EQUIPMENT/LABOR

The Equipment with Operator/Labor description is general and may apply to several of the above specified tasks. Task specific equipment with operator needs shall be specifically stated with the proposal schedule for that task.

The proposed rates shall be inclusive of all maintenance, repairs, operational cost, and other incidental cost(s) that may be required to perform services.

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.1	210 Prentice Loader	\$ _____	\$ _____	\$ _____
A.2	Self-Loading Prentice Truck 25 to yard dump body	\$ _____	\$ _____	\$ _____
A.3	Wheel Loader 2 ½ to 3 yard bucket	\$ _____	\$ _____	\$ _____
A.4	Wheel Loader 3 to 5 yard bucket	\$ _____	\$ _____	\$ _____
A.5	Tandem Dump Truck 16 to 20 yards	\$ _____	\$ _____	\$ _____
A.6	Mini Loader/Bobcat	\$ _____	\$ _____	\$ _____
A.7	Dozer/Cat D6 or equivalent	\$ _____	\$ _____	\$ _____
A.8	Excavator with debris loading grapple/Cat 325 or equivalent	\$ _____	\$ _____	\$ _____
A.9	Chainsaw with operator	\$ _____	\$ _____	\$ _____
A.10	Laborers	\$ _____	\$ _____	\$ _____
A.11	Four men crew with transportation	\$ _____	\$ _____	\$ _____
A.12	Three men crew with transportation	\$ _____	\$ _____	\$ _____
A.13	Two men crew with transportation	\$ _____	\$ _____	\$ _____
A.14	Supervisor with transportation	\$ _____	\$ _____	\$ _____
A.15	Safety Manager with transportation	\$ _____	\$ _____	\$ _____
A.16	Flagger for traffic control	\$ _____	\$ _____	\$ _____

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Appendix A. Cost Proposal (Continued)

A. EQUIPMENT/LABOR (Continued)

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.17	Trash Transfer Trailers – 100 yard with Tractor	\$ _____	\$ _____	\$ _____
A.18	Trash Transfer Trailer ____ yard with Tractor	\$ _____	\$ _____	\$ _____
A.19	Trash Transfer Trailer ____ yard with Tractor	\$ _____	\$ _____	\$ _____
A.20	Equipment Transports	\$ _____	\$ _____	\$ _____
A.21	Other Equipment:	\$ _____	\$ _____	\$ _____
A.22	Other Equipment:	\$ _____	\$ _____	\$ _____
A.23	Other Equipment:	\$ _____	\$ _____	\$ _____
A.24	Other Equipment:	\$ _____	\$ _____	\$ _____
A.25	Other Labor:	\$ _____	\$ _____	\$ _____
A.26	Other Labor:	\$ _____	\$ _____	\$ _____
A.27	Other Labor:	\$ _____	\$ _____	\$ _____
A.28	Other Labor:	\$ _____	\$ _____	\$ _____
A.29	Other Labor:	\$ _____	\$ _____	\$ _____
A.30	Other Labor:	\$ _____	\$ _____	\$ _____

EQUIPMENT RENTAL ONLY – NO OPERATORS

Item	Description	Hourly	Weekly	Hourly OT
A.31	Refuse Trucks, Rear-Loading	\$ _____	\$ _____	\$ _____
A.32	Miscellaneous Unspecified Construction Equipment	\$ _____	\$ _____	\$ _____

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Appendix A. Cost Proposal (Continued)

B. EMERGENCY ROAD CLEARANCE

Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by the County.

Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.

County will compensate the Contractor based on Appendix A, Cost Proposal Equipment/Labor Rate Schedule (**Item A**).

C. EMERGENCY POWER GENERATORS

NOTE: The following schedule relates to furnishing emergency power generators. The generators have been classified as "essential" and "non-essential". The "essential" generators must be delivered within twenty-four (24) hours following a disaster event. In the event the County gives a thirty six (36) hour advanced notice of the "need for services", the equipment shall be delivered prior to landfall. Other specified generators shall be requested on an "as-required" basis. In some instances, the "essential" generators may not be necessary, which may result in the County returning them to the contractor.

The below rental prices shall include all labor, equipment, tools, parts and materials and any other incidental items needed to deliver, install, connect, and maintain the generator unit in accordance with use and provide any necessary repairs. The EMC/EOC will advise the type of use for each generator. The type of use shall be classified as: 1) 8 hours per day; and 3) 24 hours/7 days per week. **The Contractor must provide a certified electrician to connect all provided generators).**

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.1	Jefferson County Courthouse 1149 Pearl Street Beaumont, TX 77701	As Needed 1250 KW	\$ _____	\$ _____	\$ _____	\$ _____
C.2	Jefferson County Subcourthouse 525 Lakeshore Drive Port Arthur, TX 77642	As-Needed 141 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.3	Jefferson County Correctional Facility 5030 Highway 69 South Beaumont, TX 77705	Essential 129 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.4	Minnie Rogers Juvenile Justice Ctr. 5326 Highway 69 South Beaumont, TX 77705	As-Needed 336 KW	\$ _____	\$ _____	\$ _____	\$ _____

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Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS (Continued)

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.5	Jefferson County Morgue 5030 Highway 69 South Beaumont, TX 77705	Essential 91 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.6	Jefferson County Service Center 7789 Viterbo Rd. Beaumont, TX 77705	Essential 45 KW	\$ _____	\$ _____	\$ _____	\$ _____
C.7	Precinct #1 Service Center 20205 West Highway 90 China, TX 77613	As-Needed 80 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.8	Precinct #2 Service Center 7759 Viterbo Road Beaumont, TX 77705	As-Needed 45 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.9	Precinct #3 Service Center 5700 Jade Avenue Port Arthur, TX 77640	As-Needed 17 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.10	Precinct #4 Service Center 7790 Boyt Road Beaumont, TX 77713	As-Needed 80 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.11	Jack Brooks Regional Airport— <i>Jerry Ware Terminal</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 100 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.12	Jack Brooks Regional Airport— <i>Runway Lighting</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 150 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.13	Jack Brooks Regional Airport— <i>Main Terminal (Airport Maintenance)</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 100 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.14	Jack Brooks Regional Airport – <i>Main Terminal (All Other)</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 600 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____

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Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS *(Continued)*

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.15	Mosquito Control 8905 First Street Beaumont, TX 77705	As-Needed 45 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.16	Ford Park – Arena 5115 IH 10 South Beaumont, TX 77705	Essential 1180 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.17	Ford Park – HVAC Plant 5115 IH 10 South Beaumont, TX 77705	Essential 1180 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.18	Health & Welfare - Unit 1 1295 Pearl Street Beaumont, TX 77701	As Needed 50 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.19	Health & Welfare - Unit 2 246 Dallas Avenue Port Arthur, TX 77640	Essential 80 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.29	Annex I 1225 Pearl Street Beaumont, TX 77701	As Needed 175 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____

D. TEMPORARY SATELLITE COMMUNICATION

Contractor shall be compensated at a flat rate for regular phones, and a term for daily, weekly or monthly for satellite phones with a per usage rate. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Rate Per Usage	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
D.1	Rental of Equipment-Must identify carrier, model of phones and provider. Must have 24/7 service providing the capability of calling nationwide from Texas – no additional roaming or long distance charges	\$ _____	\$ _____	\$ _____	\$ _____

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Appendix A. Cost Proposal (Continued)

E. TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES

Contractor shall be compensated on a per-unit cost for a daily, weekly, or monthly period rate. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
E.1	Comfort Station-10 stall units	\$ _____	\$ _____	\$ _____	\$ _____
E.2	Comfort Station-26 ft BT Unit	\$ _____	\$ _____	\$ _____	\$ _____
E.3	Shower Units – 4 stall	\$ _____	\$ _____	\$ _____	\$ _____
E.4	Shower Units 6 stall	\$ _____	\$ _____	\$ _____	\$ _____
E.5	Shower Units – 12 stall with 6 sinks	\$ _____	\$ _____	\$ _____	\$ _____
E.6	Portable Laundry Facilities	\$ _____	\$ _____	\$ _____	\$ _____

F. REEFER & REFRIGERATION CONTAINERS WITH INITIAL ICE DELIVERY

Contractor shall be compensated at a flat rate for daily, weekly or monthly usage with a one-time mobilization cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly. Contractor shall include cost for fueling, repairs, and maintenance in the cost proposal below.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
F.1	Equipment Rental	\$ _____	\$ _____	\$ _____	\$ _____
F.2	Equipment Rental for Morgue	\$ _____	\$ _____	\$ _____	\$ _____
Item	Description	Flat Rate Per Ten Pound Bag with No Mobilization Fee			
F.3	Initial Ice Delivery and possible future deliveries	\$ _____			

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Appendix A. Cost Proposal (Continued)

G. POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER

Contractor shall be compensated at a flat rate per unit case for a unit of 12 one liter bottles. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. Contractor shall include cost for labor, fueling, refilling trucks, maintenance, and repairs in the cost proposal below.

Item	Description	Price Per Unit Case for a Unit of (12) One-Liter Bottles		
Item	Description	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
G.1	Initial Bottled Water Delivery and possible future deliveries	\$_____		
G.2	Equipment Rental	\$_____	\$_____	\$_____

H. MOBILE FLEET REPAIR FACILITIES, TECHNICIANS, AND MECHANICS

Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. Contractor shall be compensated a flat rate per hour for two different kinds of labor (skilled mechanic, unskilled mechanic assistant); flat rate per tire; and flat rate per battery. The County will compensate the contractor for any additional materials/parts at a fixed percentage over their cost.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
H.1	Equipment Rental	\$_____	\$_____	\$_____	\$_____
Item	Description	Flat Rate Per Unit			
H.2	Unit Price Per Tire	\$_____			
H.3	Unit Price Per Battery	\$_____			
Item	Description	Fixed Percentage Over Contractor's Cost			
H.2	Materials/Parts (i.e., supplies, oil, repair materials)	_____ %			
Item	Description	Hourly Rate			
H.3	Skilled Mechanic Hourly Rate	\$_____			
H.4	Unskilled Mechanic Assistant	\$_____			

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Appendix A. Cost Proposal (Continued)

I. CANTEEN

The Contractor shall be compensated at based on a flat fee per meal served for breakfast, lunch, dinner, and boxed lunches. Contractor shall include cost of beverages, condiments, utensils, disposal paper plates and cups, plastic bags for cleanup, other meal related supplies, meal catering services (labor/staffing), staging of equipment, and cleanup in the cost proposal below.

The Contractor shall submit a SAMPLE MENU with proposal submission. Please refer to Appendix K for a sample menu.

Item	Description	Price Per Meal/ per person
I.3	Breakfast	\$ _____
I.4	Lunch	\$ _____
I.5	Dinner	\$ _____
I.6	Boxed Lunches (Cold Meals)	\$ _____

J. TRAFFIC CONTROL AND SIGNAGE

The Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly.

Item	Description	Fixed Percentage Over Contractor's Cost
J.1	Equipment Rental	_____ %
J.2	Equipment Purchased by County	_____ %

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Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL

Contractor shall be compensated for Right of Way (ROW) and Right of Entry (ROE) services based on the schedule below.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the county at actual cost. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

VEGETATIVE DEBRIS			
Item	Description	UOM	Unit Price
K.1	Pick up vegetative debris from curbside and haul to a TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	\$ _____
K.2	Pick up vegetative debris from curbside and haul to a TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	\$ _____
K.3	Pick up vegetative debris from ROE personal property and haul to TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	\$ _____
K.4	Pick up vegetative debris from ROE personal property and haul to TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	\$ _____
K.5	Pick up vegetative debris from ROE personal property and haul to TDSRS in excess of ten (10) miles from pick-up site but within Jefferson County (based on incoming yardage)	Cubic yard	\$ _____
K.6	Reduction by mulching and site management (based on incoming yardage)	Cubic yard	\$ _____
K.7	Loading and transporting Mulch to final disposal site within Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard	\$ _____
K.8	Loading and Transporting Mulch to final disposal site outside Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard/per mile	\$ _____
K.9	ALTERNATE: Reduction by incineration and site management (based on incoming yardage)	Cubic yard	\$ _____

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Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

VEGETATIVE DEBRIS			
Item	Description	UOM	Unit Price
K.10	ALTERNATE: Loading and Transporting Ash to final disposal site within Jefferson County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$_____
K.11	ALTERNATE: Loading and Transporting Ash to final disposal site outside Jefferson County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$_____
K.12	Pick up vegetative debris from curbside and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$_____
K.13	Pick up vegetative debris from ROE personal property and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$_____

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.14	Pick up clean C&D from curbside and haul within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$_____
K.15	Pick up clean C&D from curbside and haul within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$_____
K.16	Pick up clean C&D from curbside and haul in excess of ten (10) miles of approved disposal site but within Jefferson County (based on incoming yardage)	Cubic yard	\$_____
K.17	Pick up clean C&D from ROE personal property and haul to within five (5) miles approved disposal site (based on incoming yardage)	Cubic yard	\$_____
K.18	Pick up clean C&D from ROE personal property and haul within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$_____

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Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.19	Pick up clean C&D from ROE personal property and haul in excess of ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.20	Reduction of clean C&D by compaction and site management (based on incoming yardage)	Cubic yard	\$ _____
K.21	Loading and Transporting compacted clean C&D to final disposal site within Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard	\$ _____
K.22	Loading and Transporting compacted clean C&D to final disposal site outside Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$ _____
K.23	Pick up clean C&D from curbside and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$ _____
K.24	Pick up clean C&D from ROE personal property and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$ _____

CONTAMINATED CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.25	Pick up contaminated C&D from curbside and haul to TDSRS within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.26	Pick up contaminated C&D from curbside and haul to TDSRS within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.27	Pick up contaminated C&D from curbside and haul to TDSRS in excess of ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

CONTAMINATED CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.28	Pick up contaminated C&D from ROE personal property and haul to TDSRS within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.29	Pick up contaminated C&D from ROE personal property and haul to TDSRS within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.30	Pick up contaminated C&D from ROE personal property and haul to TDSRS in excess of ten (10) miles of approved disposal site (based on incoming yardage), but within Jefferson County (based on incoming yardage)	Cubic yard	\$ _____
K.31	Reduction of contaminated C&D by compaction and site management (based on incoming yardage)	Cubic yard	\$ _____
K.32	Loading and Transporting compacted contaminated C&D to final disposal site within Jefferson county (Tonnage based on individual weight tickets from disposal site)	Ton	\$ _____
K.33	Loading and Transporting compacted contaminated C&D to final disposal site outside Jefferson county (Tonnage based on individual weight tickets from disposal site)	Per Ton/ per mile	\$ _____
K.34	Pick up contaminated C&D from curbside and transport directly to an approved Jefferson county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$ _____
K.35	Pick up contaminated C&D from ROE personal property and transport directly to an approved Jefferson county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$ _____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL (Continued)

ELECTRONIC HAZARDOUS WASTE (E-WASTE)			
Item	Description	UOM	Unit Price
K.36	Pick up of (E-Waste) and transportation to a recognized recycling vendor. Offerors shall provide their program method and pricing structure for E- waste.	Each	\$ _____

*** Offerors shall provide their program method and pricing structure for hazardous household waste. including TVs and other electronics.

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

L. TREE, TREE STUMP, AND TREE LIMB REMOVAL

Contractor shall be compensated based on the schedule below. Contractor shall include the cost of personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control, and all other incidental costs and facilities of any nature to execute and complete these services in the cost schedule below.

TREE AND STUMP REMOVAL			
Item	Description	Stump Unit Price	Tree Unit Price
L.1	24" diameter and greater, but less than 48" diameter	\$ _____	\$ _____
L.2	Equal to or greater than 48"	\$ _____	\$ _____
CUTTING PARTIALLY UPROOTED OR SPLIT TREES (LEANERS)			
<i>Trees should be measured at a height of two feet from the base of the tree</i>			
Item	Description	UOM	Unit Price
L.3	Partially Uprooted Leaner (Price is inclusive of excavating the root ball and placing it in the ROW) Diameter of tree at 2 feet from base. LESS THAN 24 INCHES	Per tree	\$ _____
L.4	Partially Uprooted Leaner (Price is inclusive of excavating the root ball and placing it in the ROW) Diameter of tree at 2 feet from base. 24-36 INCHES	Per tree	\$ _____
L.5	Partially Uprooted Leaner (Price is inclusive of excavating the root ball and placing it in the ROW) Diameter of tree at 2 feet from base. GREATER THAN 36 INCHES	Per tree	\$ _____
L.6	Split Leaner (No exposed root ball) Price is inclusive of flush cutting tree trunk. (Per Specifications)- Diameter of tree at 2 feet from base. LESS THAN 24 INCHES	Per tree	\$ _____
L.7	Split Leaner (No exposed root ball) Price is inclusive of flush cutting tree trunk. (Per Specifications)- Diameter of tree at 2 feet from base. 24-36 INCHES	Per tree	\$ _____
L.8	Split Leaner (No exposed root ball) Price is inclusive of flush cutting tree trunk. (Per Specifications)- Diameter of tree at 2 feet from base. GREATER THAN 36 INCHES	Per tree	\$ _____
REMOVAL OF DANGEROUS HANGING LIMBS (HANGERS)			
<i>Removing <u>HANGING OR PARTIALLY BROKEN</u> limbs from trees and placing the material in the ROW to be hauled off at the ROW fee schedule.</i>			
<i>Trees should be measured at a height of two feet from the base of the tree</i>			
Item	Description	UOM	Unit Price
L.9	Removal of Dangerous Hanging Limbs (Hangers)	Per Tree	\$ _____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

L. TREES, TREE STUMP, AND TREE LIMB REMOVAL *(Continued)*

DEMOLITION, COLLECTION AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.10	Demolition, Collection and Disposal Rate (Per Specifications)	Per cubic yard	\$_____
HAZARDOUS STUMP REMOVAL, COLLECTION, GRIND, HAUL-OUT AND DISPOSAL RATE (PER SPECIFICATIONS)			
<i>Trees should be measured at a height of two feet from the base of the tree</i>			
Item	Description	UOM	Unit Price
L.11	24-36 inches	Per stump	\$_____
L.12	36-48 inches	Per stump	\$_____
L.13	Greater than 48 inches	Per stump	\$_____
STUMP REMOVAL, COLLECTION, GRIND, HAUL-OUT AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.14	Stump Removal, Collection, Grind, Haul-out and Disposal Rate (Per Specifications)	Per cubic yard	\$_____
SAND COLLECTION (PUBLIC PROPERTY) AND SCREENING RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.15	Sand Collection (Public Property) and Screening Rate (Per Specifications)	Per cubic yard	\$_____
SAND COLLECTION (PRIVATE PROPERTY) AND SCREENING RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.16	Sand Collection (Private Property) and Screening Rate (Per Specifications)	Per cubic yard	\$_____
BACKFILL (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.17	Backfill per specifications	Per cubic yard	\$_____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

L. TREES, TREE STUMP, AND TREE LIMB REMOVAL *(Continued)*

LEANING TREES/HANGING LIMBS PRICE QUOTE FOR JEFFERSON COUNTY, TEXAS			
Item	Description	UOM	Unit Price
L.18	Removal of hazardous hanging limbs greater than 2 inches	Per tree	\$ _____
L.22	Removal of hazardous standing trees 6"-12" in diameter	Per tree	\$ _____
L.23	Removal of hazardous standing trees 13"-24" in diameter	Per tree	\$ _____
L.24	Removal of hazardous standing trees 25"-36" in diameter	Per tree	\$ _____
L.25	Removal of hazardous standing trees 37" or larger in diameter	Per tree	\$ _____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

M. DEMOLITION OF STRUCTURES (if implemented by EMC/EOC):

Contractor shall be compensated based on the schedule below. Tipping fees shall be included in the unit rates proposed for services.

Item	Description	UOM	Unit Price
M.1	Single Story-Frame Structure, Demolish and secure site only	Sq. Ft.	\$ _____
M.2	Two Story-Frame Structure, Demolish and secure site only	Sq. Ft.	\$ _____
M.3	Single Story-Block Structure, Demolish and secure site only	Sq. Ft.	\$ _____
M.4	Two Story-Block Structure, Demolish and secure site only	Sq. Ft.	\$ _____
M.5	Additional Stories – Block Structure – 3 stories and above, Demolish only and secure site	Sq. Ft.	\$ _____
M.6	Additional Stories – Frame Structure – 3 stories and above, Demolish only and secure site	Sq. Ft.	\$ _____

N. EMERGENCY TEMPORARY DRY-IN OF FACILITIES

The Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
N.1	Non-specified Equipment Rental	_____ %
N.2	Materials (i.e. plywood, hardware materials)	_____ %

O. TEMPORARY SECURITY PERSONNEL

The Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
O.1	Equipped Security Staffing w/transportation.	_____ %

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

P. TEMPORARY LIGHTING

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
P.1	Equipment Rental	_____ %

Q. TEMPORARY PORTABLE FUELING SITES AND DISPENSING

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
Q.1	Equipment Rental	_____ %

R. RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS

Contractor shall be compensated in accordance with Appendix A. Cost Proposal Equipment/Labor Rate Schedule (**Item A**). Contractor shall identify/specify miscellaneous equipment on the schedule (**Item A**), as well as include cost proposals.

S. TEMPORARY FENCING

Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
S.1	Fencing Materials	_____ %

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

T. OTHER DISASTER RELATED SERVICES: WATERWAY DEBRIS REMOVAL

Contractor shall be compensated at a fixed price per cubic yard based on mileage for one-way haul.

Item	Description	Per cubic yard for a one way haul of 1-15 miles	Per cubic yard for a one way haul of 15-30 miles	Per cubic yard for a one way haul of 31-40 miles
T.1	Removal and screening of debris laden sand. Sand will be removed and screened at a temporary facility and stockpiled at a debris management site and clean sand returned and placed on beach.	\$_____	\$_____	\$_____
T.2	Debris removal and restoration of canals	\$_____	\$_____	\$_____
T.3	Boat removal	\$_____	\$_____	\$_____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

U. Cleaning of Storm Drains

Storm Drain Cleaning will be itemized by round culverts or box culverts. Contractor shall be compensated at cost per linear foot or a unit price as detailed in the cost proposal below.

ROUND CULVERTS		
Item	Description	Price Per Linear Foot
U.1	Clean 21" & 24" Storm Sewer	\$ _____
U.2	Clean 27" & 30" Storm Sewer	\$ _____
U.3	Clean 36" Storm Sewer	\$ _____
U.4	Clean 42" Storm Sewer	\$ _____
U.5	Clean 48" Storm Sewer	\$ _____
U.6	Clean 54" Storm Sewer	\$ _____
U.7	Clean 60" Storm Sewer	\$ _____
U.8	Clean 72" Storm Sewer	\$ _____
Item	Description	Price Per Unit
U.9	Clean Catch Basins	\$ _____
U.10	Clean Drainage Manholes	\$ _____

BOX CULVERTS		
Item	Description	Price Per Linear Foot
U.11	Clean 0 - 4 (Square Foot)	\$ _____
U.12	Clean 4.01 - 9 (Square Foot)	\$ _____
U.13	Clean 9.01 - 15 (Square Foot)	\$ _____
U.14	Clean 15.01 - 20 (Square Foot)	\$ _____
U.15	Clean 20.01 - 30 (Square Foot)	\$ _____
U.16	Clean 31.01 - 40 (Square Foot)	\$ _____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

U. Cleaning of Storm Drains *(Continued)*

BOX CULVERTS		
Item	Description	Price Per Linear Foot
U.17	Clean 40.01 - 50 (Square Foot)	\$ _____
U.18	Clean 50.01 - 60 (Square Foot)	\$ _____
U.19	Clean 60.01 - 70 (Square Foot)	\$ _____

Appendix B**Non-Disclosure Agreement**

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Appendix C**Vendor References**

Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Bidder Must Return This Page With Offer

Appendix D

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? **Yes** **No**

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Bidder Must Return This Page With Offer

Appendix E

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p>2. <input type="checkbox"/> Check this box is you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> <p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

Bidder Must Return This Page With Offer

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**
Page 2**For vendor or other person doing business with local government entity**

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

Bidder Must Return This Page With Offer

Appendix F

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your bid.

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

**If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.**

Printed Name of Authorized
Representative

Signature

Title

Date

Bidder Must Return This Page With Offer

Appendix G**Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)**

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: Yes No

Address: _____
Street _____ City _____ State _____ Zip _____

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street _____ City _____ State _____ Zip _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Appendix H

**Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form**

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street _____ City _____ State _____ Zip _____

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet
(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Appendix I

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Appendix J**Bid Affidavit**

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)

after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said _____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: _____

Fax: _____ Telephone# _____
by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named
_____ on

this the _____ day of _____, 2015.

Notary Public in and for
the State of _____

Bidder Must Return This Page With Offer

Appendix K: Canteen Services

Emergency Menu Minimum Standards- to be utilized as guideline for Menu that is to be submitted for proposed Canteen Services

BREAKFAST

FRUIT, EGGS, MILK, JUICE, and COFFEE

ROTATE BACON, SAUSAGE, OR HAM PANCAKE, FRENCH TOAST, TORTILLAS, OR BISCUITS GRITS, OATS, OR HASHBROWNS

LUNCH

EVERYDAY BOTTLED WATER, SODAS, AND A SNACK

ROTATE (SIDES) VEGTABLES, FRENCH FRIES, CHIPS, OR MASHED POTATOES

(MAIN COURSE) CHICKEN FRIED STEAK, HAMBURGERS, POT ROAST, BEEF TIPS AND RICE CHOPPED BBQ SANDWICHES, CHICKEN FRIED CHICKEN, OR COLD CUT POBOYS

DINNER

EVERYDAY BOTTLED WATER, SODAS, TEA, SALAD, AND A DESSERT

ROTATE (SIDES) HUSHPUPPIES, SLAW, BOILED RED POTATOES, PINTO BEANS, RICE, VEGTABLES, POTATO SALAD, AND MASHED POTATOES

(MAIN COURSE) FRIED CATFISH, RIBEYES, CHICKEN FRIED STEAK, BBQ BRISKET AND SMOKED SAUSAGE, SPAGHETTI AND MEAT BALLS, FRIED SHRIMP, OR GRILLED CHICKEN BREAST

SHIFT MENU-Boxed Lunch

EVERYDAY BOTTLED WATER, SODAS, TEA, AND COFFEE

DELI SANDWICH WITH BAG OF CHIPS, PIECE OF FRUIT, AND A COOKIE OR SIMILAR DESSERT

Appendix L

Sample Contract

Agreement to Supply: _____ Contract No.: _____

This agreement, made and entered into this the _____ day of _____, 2015, by and between Jefferson County, a county of the State of Texas, hereafter called the "County"

And Name of Contractor: _____

Address: _____

City: _____ State: _____ Zip: _____

A Corporation A Partnership An Individual Other: _____

authorized to do business in the State of Texas, hereinafter called the "Company." Witnesseth that: Whereas, the County did advertise and issue a Request for Proposal for supply the requirements of the County for the items and/or services above for a period of one year and the Contractor submitted a bid which was accepted and approved by the County.

Formal authorization of the contract was adopted by Commissioners' Court on: _____.

Now, therefore, for and in consideration of the premises and the mutual covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to provide emergency debris assistance, during the period beginning _____ and ending _____ for the requirements listed above and according to the following specifications, terms, covenants, and conditions:

a. The Legal Advertisement, Request for Proposal containing General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specification, addenda, and or any other attachments forming a part of RFP _____ and the Contractor's bid in response form a part of this contract and by reference made a part hereof.

b. In constructing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:

- 1) This contract for RFP _____
- 2) The County's RFP and all addenda thereto
- 3) Contractor's proposal in response to the County's RFP

c. Warranty: The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the County shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the County is found to be defective or does not conform to specifications, the County reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. Cancellation: The County may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon thirty (30) days' written notice. This applies to all items of goods or services.

e. Taxes: All taxes applicable to the proceeds received by the Contractor hereunder shall be the liability of the Contractor. The County shall not hold nor pay amounts for Federal, State or Municipal income tax, Social Security, employment or Worker's Compensation.

f. Invoicing: Contractor will forward all invoices in duplicate for payment to the following: Jefferson County Auditor's Office, 1149 Pearl Street, 7th Floor, Beaumont, TX 77701. If discount, other than prompt payment terms applies, such discount must appear on the invoice.

g. Indemnification: Pursuant to the terms and conditions of this Agreement, the Contractor agrees to defend, save, hold harmless and indemnify the County, its successors and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, cause or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise against the County cause by the Contractor's, its employees' or agents' errors, omissions, or intentional or negligent acts in the performance of services pursuant to this Agreement.

h. Insurance: The Contractor shall within fifteen (15) days after signing this Agreement submit a Certification of Insurance to the Purchasing Agent indicating that the Contractor carries Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability, Comprehensive Automobile Liability Insurance, and Personal Property Insurance commensurate with the scope of services provided under this Agreement. Contractor shall maintain such policies at all times during the term of this Agreement. Certificate of Insurance shall be forwarded to:

Deborah L. Clark
Jefferson County Purchasing Agent
1001 Pearl Street, 3rd Floor
Beaumont, TX 77701

2. Contract Special Conditions: The following special conditions are made a part of and modify this standard provisions contained in this contract.

3. Contract Summary:

- a. Attachments: Vendor's proposal and blank copy of RFP specifications.
- b. Payment terms: per RFP.
- c. Delivery: per RFP.
- d. Insurance: Yes No
- e. Performance Bond/Letter of Credit: Yes No

4. Contractor's Phone Number: _____

5. Contractor's Fax Number: _____

6. Contractor's e-mail: _____ web site address: _____

Jefferson County

Jeff R. Branick, County Judge

Date

Carolyn L. Guidry, County Clerk

Approved as to Form by:

Kathleen Kennedy, County Attorney

Name of Company Officer (print)

By:

Authorized Officer's Signature

Title:

Date:



JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

1001 Pearl Street – 3rd Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO RFP

RFP Number: RFP 15-015/JW

RFP Title: Emergency Disaster Assistance Recovery
for Jefferson County

RFP Due: **11:00 am CDT, Tuesday, November 3, 2015**

Addendum No.: 1

Issued (Date): October 27, 2015

To OFFEROR: This Addendum is an integral part of the RFP package under consideration by you as an Offeror in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire RFP package – **including all addenda**. For purposes of clarification, **receipt of this present Addendum by an Offeror should be evidenced by returning it (signed) as part of the Offeror's sealed proposal**. If the Proposal has already been received by the Jefferson County Purchasing Department, Offeror should return this addendum in a separate sealed envelope, clearly marked with the RFP Title, RFP Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Specification Additions, Revisions, Clarifications, and Revised Appendix A. Cost Proposal

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Offeror:

ATTEST:

Authorized Signature (Offeror)

Witness

Title of Person Signing Above

Witness

Typed Name of Business or Individual

Approved by _____ Date: _____

Address

Addendum 1**RFP 15-015/JW, Emergency Disaster Assistance Recovery for Jefferson County**

Addition to Specifications:**Performance and Payment Bond Requirements:**

Based on an agreed upon estimate following a disaster/emergency; within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Once work, separately or cumulatively, exceeds the original bonded amount, an additional Performance and Payment Bond, or rider to the original bonds, will be required.

The bonds shall remain in effect until both the final payment is made and the closeout of the project is finalized.

Addendum 1

RFP 15-015/JW, Emergency Disaster Assistance Recovery for Jefferson County

Revisions to Specifications:

4. Scope of Services, p. 20

▪ EMERGENCY POWER GENERATORS:

Contractor shall provide all labor, materials, equipment, tools and any other incidental items to furnish, deliver and install emergency power to essential facilities as identified and directed by the County.

The Contractor shall contact EMC/EOC staff before final location of generators are decided.

A list of generators that could possibly be requested by the EMC/EOC is provided in Appendix A of the Cost Proposal section, Emergency Power Generators (**Item C**). The generators have been classified as “essential” and “non-essential”. The “essential” generators must be delivered within twenty-four (24) hours following a disaster event. In the event the County gives a thirty six (36) hour advanced notice of the “need for services”, the equipment shall be delivered prior to landfall. Other specified generators shall be requested on an “as-needed” basis. In some instances, the “essential” generators may not be necessary, which may result in the County returning them to the contractor.

In some instances, the contractor shall be required to be on-call 24 hours for repairs to essential generators.

Upon delivery of each unit, the Contractor shall contact the EMC/EOC for receipt and documentation for equipment.

The Contractor shall be responsible for fueling both the Contractor's provided generators AND County-owned generators on a daily basis or as identified by and directed by EMC/EOC staff.

The County will provide the Contractor with the County's emergency fuel vendors.

~~The County will be responsible for payment of fuel for refueling generators.~~

The County will be responsible for payment of fuel for the re-fueling of County-owned generators.

The Contractor will be responsible for payment of fuel for the generators rented by the County.

The Contractor shall be responsible for providing required maintenance and repair to provided generators. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

The Contractor must provide a certified electrician to connect all provided generators.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a flat rate (rental prices shall include all labor, equipment, parts and materials to connect and properly maintain the unit, in accordance with use, and provide any necessary repairs), per Appendix A of the Cost Proposal section, Emergency Power Generators (**Item C**). The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

4. Scope of Services, p. 26

▪ RIGHT-OF-WAY DEBRIS REMOVAL:

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible* disaster-generated debris, including hazardous and industrial waste materials, as directed by the County.

* "Eligible" means qualifying for emergency funding under the Federal Emergency Management Agency "FEMA." Eligible debris is that which after its clean up and removal: 1) eliminates immediate threats to life, public health and safety; 2) eliminates threats of significant damage to improved public or private property; and 3) essential by its absence of ensuring economic recovery. The EMC/EOC and Contractor will tentatively plan the number of passes/sweep* for debris pick up following a complete assessment of the volume of disaster generated debris.

* "Passes/Sweeps" means the number of times a Contractor passes through a community to collect all disaster related debris from the right-of-ways. This service is usually limited to three (3) passes through the community.

The County anticipates the potential locations of TDSRS (Temporary Debris Storage and Reduction Site) as follows:

Possible TDSR Facilities:

Undeveloped Land	Undeveloped Land	Undeveloped Land
Owner: Jefferson County	Owner: Jefferson County	Owner: Jefferson County
Interstate 10 East at Major Drive	Highway 365 & Jade Road	Highway 73 and Big Hill Road
Size: 150 acres	Size: 20 acres	Size: 300 acres

Landfill sites:

Republic Services 5433 Labelle Road Beaumont, TX 77705 409-242-4456	Republic Services 2601 Jenkins Road Anahuac, TX 77514 409-267-6666	Waste Management 2175 West Cardinal Drive Beaumont, TX 77701 409-842-0065
City of Beaumont Municipal Landfill 5895 Lafin Beaumont, TX 77705 409-842-5686	City of Port Arthur Sanitary Landfill 4732 Hwy 73 Beaumont, TX 77705 409-736-1341	

The County is requesting optional proposals for an incinerator curtain for processing vegetation and the final disposal of ash.

The services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, and other rights-of-way, including any other locally owned facility or site as may be directed by the EMC/EOC. Services will only be performed when requested and as designated by the EMC/EOC.

This task shall consist of five (5) types of debris:

- Clean Construction & Demolition (C&D);
- Clean Vegetation;
- Contaminated Construction & Demolition (mixed vegetation and C&D); and
- White goods (i.e. refrigerators, stoves, and other appliances).

Electronic Hazardous Waste (E-Waste) TVs, microwaves, computer monitors, etc.
Task services shall include:

Picking up debris from right-of-way and transporting debris to the TDSRS;
 Reduction of debris at the TDSRS; and
 Loading and transporting reduced debris to a lawful disposal site.

The County requests unit prices for the following services:

Cubic yard pricing for pick up and transporting right-of-way debris to the TDSRS;

Cubic yard pricing, which will be equal to the debris cubic yards transported to the TDSRS, for the reduction of the five (5) types of debris;

Reduced debris cubic yard pricing for transporting processed clean vegetation and clean C&D to the disposal site directed and approved by the County.

Loading and disposal rates for contaminated C&D shall be the actual tonnage, as reported by the landfill.

Disposal location of contaminated C&D shall be at the direction of the County and will be delivered to either BFI landfill. In the above landfills is not accepting debris, the County will be requesting separate disposal mileage rates to transport to other Class I site. In the event Waste Management landfill will not accept debris, the alternate mile rates will be used should there be a lawful disposal site.

The contractor shall be responsible for transporting collected white goods to the County's recognized recycling vendor within Jefferson County.

The County will reimburse the Contractor as follows:

One unit price for pick up and final disposal for each item at the County's Recycling Center.

One unit price for pick up and final disposal for each item at a County recognized recycling vendor within Jefferson County

One unit price for pick up and transportation to TDSRS for each item. The County will pick up units and determine final disposal.

~~Tipping fees at the negotiated rates shall be paid by the Contractor. The County reserves the right to negotiate tipping fees with the selected landfill(s). The County will not compensate an administrative fee or percentage over and above actual landfill fees.~~

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the county at actual cost. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

In some instances, the volume processed in a final sweep does not justify the utilization of a TDSRS. Therefore, the County is requesting separate unit prices for pick-up of right-of-way debris and transporting directly to a lawful landfill as directed by the County.

The County will be requesting alternate pricing for the pickup, transportation, and disposal of household hazardous waste.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Right of Way (ROW) Debris Management and Right of Entry (ROE) Debris Management (**Item K**).

4. Scope of Services, p. 29

▪ TREE, TREE STUMP, AND TREE LIMB REMOVAL:

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above service, as directed by the EMC/EOC.

The Contractor shall remove and transport eligible tree, tree stumps and tree limbs, as directed by the County, to the TDSRS for reduction and disposal.

The EMC/EOC will authorize the Contractor to provide these services as they may be required. The Contractor shall be responsible for photographing and documenting tree location on a Contractor provided log form.

~~The Contractor shall measure the tree/stump three feet (3') above normal ground level to determine the diameter of the trunk. Trees and stump shall be removed in an efficient and safe manner.~~

The Contractor shall measure the tree/stump 4.5' feet above ground level or diameter at breast height.

Tree removal should involve a flush cut of the tree and not the complete extraction of the stump. Stumps are eligible for extraction and removal if they are over 24" inches in diameter measured at 2' feet above the ground. Tree removal can be completed by flush cut if the tree is greater than 6" in diameter measured at breast height. Tree and stump shall be removed in an efficient and safe manner.

Please refer to the FEMA Fact Sheet DAP9580.204 included on Pages 31-36 of this addendum.

As directed by the EMC/EOC, the Contractor shall cut and remove hanging or broken limbs.

Once the tree/tree stump or limbs are removed and/or cut into manageable portions, the tree debris shall be removed and transported to the TDSRS for processing.

The loading, hauling of tree debris, processing of tree debris and final disposal shall be conducted under the Right-of-Way debris management requirements and proposal schedule.

The County will not compensate for those stumps and limbs that are detached in the ROW and are capable of being loaded with the standard debris removal equipment.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

Tree limb removal to be reimbursed based on the unit rates proposed in Appendix A of the Cost Proposal section, Trees, Tree Stump, and Tree Limb Removal (**Item L**). The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

4. Scope of Services, p. 30

• DEMOLITION OF STRUCTURES (IF IMPLEMENTED BY THE COUNTY):

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above services, as directed by the County.

As directed by the County, the Contractor shall demolish unsafe privately owned structures, which have been determined by the County to be a threat to the health and safety of the public, leave debris on private property and barricade the property. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the County does not warrant that all utilities will be located before debris removal begins, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services. Debris generated from the demolition will be placed on the right-of-way and collected as part of the ROW debris management program.

The County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real properties.

As directed by the County, the Contractor shall demolish County owned structures, load and transport debris to a legal landfill. ~~Tipping fees shall be included in the unit rates proposed for services.~~

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the county at actual cost. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the Contractor as follows:

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Demolition of Structures (**Item M**).

4. Scope of Services, p. 33

▪ CLEANING OF STORM DRAINS

Storm Drain Cleaning will be itemized by round culverts or box culverts. Work shall consist of all labor, equipment, fuel, and other associated costs necessary to clean subsurface drainage structures of silt and debris to establish normal flow. Eligible silt and debris removed from drainage structures will be transported to a designated final disposal site (designated by EMC/EOC) in accordance with all federal, state, and local rules and regulations.

The County will reimburse the contractor as follows:

Contractor shall at cost per linear foot or a unit price. Labor for services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (**Item U**).

Addendum 1

RFP 15-015/JW, Emergency Disaster Assistance Recovery for Jefferson County

Clarifications (Questions and Answers):

Question: For items in which the County requests “fixed percentage over Contractor’s cost”, will the County consider altering Appendix A. Cost Proposal to reflect a unit rate price schedule?

Answer: Appendix A. Cost Proposal will remain as written for sections requiring “fixed percentage over contractor’s cost.”

Question: In regards to Appendix A. Cost Proposal – K. Right of Way (ROW) Debris Removal and Right of Entry (ROE) Debris Removal p.48, Would the County consider identifying estimated quantities for the pricing sheet? How will the County assign and evaluate pricing of the sheet?

Answer: Appendix A. Cost Proposal will remain as written for this section. Pricing will be evaluated based on the unit pricing provided by the bidder.

Question: In regards to Appendix A. Cost Proposal – T. Other Disaster Related Services: Waterway Debris Removal, Can the County provide the scope of services for each of these line items?

Answer: Please refer to Section 4: Scope of Services, p. 33, Other Disaster Related Services: Waterway Debris Removal.

Question: In regards to Canal Debris, will the County create a separate line item for marine-based canal debris, and land-based canal debris?

Answer: Appendix A. Cost Proposal will remain as written for this section.

Question: In regards to Appendix A. Cost Proposal – T. Boat Removal, Could the County clarify size increments of the boats to be removed?

Answer: Please see Revised Appendix A. Cost Proposal – T. Boat Removal.

Question: In regards to Appendix A. Cost Proposal – T. Other Disaster Related Services: Waterway Debris Removal - Could the County create separate line items for marine-based canal debris removal, and land-based canal debris removal?

Answer: Appendix A. Cost Proposal will remain as written for this section.

Question: With the passage of MAP 21 by Congress, the FHWA remains responsible for debris operations on all on system and off system roads. However, if it is a presidentially declared event, FEMA assumes the financial obligation. If the intent of the County is to utilize this contract for events that exceed the County's in house resource capabilities yet do not meet presidential declaration status, Form 1273 from the FHWA must be included in the contract in order to be eligible for reimbursement.

Answer: Specifications will remain as written.

Question: On Page 30 (Demolition of Structures), the specifications discuss demolition and, specifically, demolition of county structures. It states that the tipping fees must be included within the unit rate. It is unclear why this subject differs from all other portions of the RFP where the tipping fees are a pass through cost without mark up.

Answer: Please refer to this Addendum for revisions to specifications that clarify tipping fees.

Question: On Page 30, (Demolition of Structures), although the section speaks of private and county structures, it does not distinguish between Regulated Asbestos Containing Material (RACM) structures and Non-RACM structures.

Answer: Please refer to Addendum 1 – Appendix A. Cost Proposal, Section K. Contaminated Construction and Demolition Debris (C &D).

Question: In reference to Appendix A. Cost Proposal, Section K. Contaminated Construction and Demolition Debris (C&D), is the C & D Material to include Regulated Asbestos Containing Material (RACM)?

Answer: Yes. Potential RACM structures will be billed at the contaminated C & D rate.

Question: Does the County have a list of potential HUB Subcontractors for Participation Goals specifically stated on page 68 of 76: 12.8% MBE, 12.6% WBE? If the County doesn't have a list, is there a specific directory from which we may pull potential HUB subcontractors for these goals?

Answer: Jefferson County does not have a potential HUB Subcontractor list available. However, a notable reference is the Centralized Master Bidders List (HUB Directory Search) available on the Texas Comptroller of Public Accounts website at:

<http://comptroller.texas.gov/procurement/prog/hub/>

For past projects, vendors have been also been successful acquiring HUB Subcontractors through both their own contacts, as well as advertising.

Addendum 1 - Appendix A. Cost Proposal

The Offeror must utilize this form in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. **Any re-worked/revised version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.** Cost will be a factor in the County's evaluation and award process.

A. EQUIPMENT/LABOR

The Equipment with Operator/Labor description is general and may apply to several of the above specified tasks. Task specific equipment with operator needs shall be specifically stated with the proposal schedule for that task.

The proposed rates shall be inclusive of all maintenance, repairs, operational cost, and other incidental cost(s) that may be required to perform services.

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.1	210 Prentice Loader	\$ _____	\$ _____	\$ _____
A.2	Self-Loading Prentice Truck 25 to yard dump body	\$ _____	\$ _____	\$ _____
A.3	Wheel Loader 2 ½ to 3 yard bucket	\$ _____	\$ _____	\$ _____
A.4	Wheel Loader 3 to 5 yard bucket	\$ _____	\$ _____	\$ _____
A.5	Tandem Dump Truck 16 to 20 yards	\$ _____	\$ _____	\$ _____
A.6	Mini Loader/Bobcat	\$ _____	\$ _____	\$ _____
A.7	Dozer/Cat D6 or equivalent	\$ _____	\$ _____	\$ _____
A.8	Excavator with debris loading grapple/Cat 325 or equivalent	\$ _____	\$ _____	\$ _____
A.9	Chainsaw with operator	\$ _____	\$ _____	\$ _____
A.10	Laborers	\$ _____	\$ _____	\$ _____
A.11	Four men crew with transportation	\$ _____	\$ _____	\$ _____
A.12	Three men crew with transportation	\$ _____	\$ _____	\$ _____
A.13	Two men crew with transportation	\$ _____	\$ _____	\$ _____
A.14	Supervisor with transportation	\$ _____	\$ _____	\$ _____
A.15	Safety Manager with transportation	\$ _____	\$ _____	\$ _____
A.16	Flagger for traffic control	\$ _____	\$ _____	\$ _____

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

A. EQUIPMENT/LABOR *(Continued)*

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.17	Trash Transfer Trailers – 100 yard with Tractor	\$_____	\$_____	\$_____
A.18	Trash Transfer Trailer ____ yard with Tractor	\$_____	\$_____	\$_____
A.19	Trash Transfer Trailer ____ yard with Tractor	\$_____	\$_____	\$_____
A.20	Equipment Transports	\$_____	\$_____	\$_____
A.21	Other Equipment:	\$_____	\$_____	\$_____
A.22	Other Equipment:	\$_____	\$_____	\$_____
A.23	Other Equipment:	\$_____	\$_____	\$_____
A.24	Other Equipment:	\$_____	\$_____	\$_____
A.25	Other Labor:	\$_____	\$_____	\$_____
A.26	Other Labor:	\$_____	\$_____	\$_____
A.27	Other Labor:	\$_____	\$_____	\$_____
A.28	Other Labor:	\$_____	\$_____	\$_____
A.29	Other Labor:	\$_____	\$_____	\$_____
A.30	Other Labor:	\$_____	\$_____	\$_____

EQUIPMENT RENTAL ONLY – NO OPERATORS

Item	Description	Hourly	Weekly	Hourly OT
A.31	Refuse Trucks, Rear-Loading	\$_____	\$_____	\$_____
A.32	Miscellaneous Unspecified Construction Equipment	\$_____	\$_____	\$_____

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

B. EMERGENCY ROAD CLEARANCE

Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by the County.

Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.

County will compensate the Contractor based on Appendix A, Cost Proposal Equipment/Labor Rate Schedule (**Item A**).

C. EMERGENCY POWER GENERATORS

NOTE: The following schedule relates to furnishing emergency power generators. The generators have been classified as "essential" and "non-essential". The "essential" generators must be delivered within twenty-four (24) hours following a disaster event. In the event the County gives a thirty six (36) hour advanced notice of the "need for services", the equipment shall be delivered prior to landfall. Other specified generators shall be requested on an "as-required" basis. In some instances, the "essential" generators may not be necessary, which may result in the County returning them to the contractor.

The below rental prices shall include all labor, equipment, tools, parts and materials and any other incidental items needed to deliver, install, connect, and maintain the generator unit in accordance with use and provide any necessary repairs. The EMC/EOC will advise the type of use for each generator. The type of use shall be classified as: 1) 8 hours per day; and 3) 24 hours/7 days per week. **The Contractor must provide a certified electrician to connect all provided generators.**

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.1	Jefferson County Courthouse 1149 Pearl Street Beaumont, TX 77701	As Needed 1250 KW	\$ _____	\$ _____	\$ _____	\$ _____
C.2	Jefferson County Subcourthouse 525 Lakeshore Drive Port Arthur, TX 77642	As-Needed 141 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.3	Jefferson County Correctional Facility 5030 Highway 69 South Beaumont, TX 77705	Essential 129 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.4	Minnie Rogers Juvenile Justice Ctr. 5326 Highway 69 South Beaumont, TX 77705	As-Needed 336 KW	\$ _____	\$ _____	\$ _____	\$ _____

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS (Continued)

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.5	Jefferson County Morgue 5030 Highway 69 South Beaumont, TX 77705	Essential 91 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.6	Jefferson County Service Center 7789 Viterbo Rd. Beaumont, TX 77705	Essential 45 KW	\$ _____	\$ _____	\$ _____	\$ _____
C.7	Precinct #1 Service Center 20205 West Highway 90 China, TX 77613	As-Needed 80 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.8	Precinct #2 Service Center 7759 Viterbo Road Beaumont, TX 77705	As-Needed 45 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.9	Precinct #3 Service Center 5700 Jade Avenue Port Arthur, TX 77640	As-Needed 17 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.10	Precinct #4 Service Center 7790 Boyt Road Beaumont, TX 77713	As-Needed 80 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.11	Jack Brooks Regional Airport– <i>Jerry Ware Terminal</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 100 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.12	Jack Brooks Regional Airport– <i>Runway Lighting</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 150 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.13	Jack Brooks Regional Airport– <i>Main Terminal (Airport Maintenance)</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 100 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.14	Jack Brooks Regional Airport – <i>Main Terminal (All Other)</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 600 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS *(Continued)*

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.15	Mosquito Control 8905 First Street Beaumont, TX 77705	As-Needed 45 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.16	Ford Park – Arena 5115 IH 10 South Beaumont, TX 77705	Essential 1180 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.17	Ford Park – HVAC Plant 5115 IH 10 South Beaumont, TX 77705	Essential 1180 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.18	Health & Welfare - Unit 1 1295 Pearl Street Beaumont, TX 77701	As Needed 50 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.19	Health & Welfare - Unit 2 246 Dallas Avenue Port Arthur, TX 77640	Essential 80 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.29	Annex I 1225 Pearl Street Beaumont, TX 77701	As Needed 175 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____

D. TEMPORARY SATELLITE COMMUNICATION

Contractor shall be compensated at a flat rate for regular phones, and a term for daily, weekly or monthly for satellite phones with a per usage rate. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Rate Per Usage	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
D.1	Rental of Equipment-Must identify carrier, model of phones and provider. Must have 24/7 service providing the capability of calling nationwide from Texas – no additional roaming or long distance charges	\$ _____	\$ _____	\$ _____	\$ _____

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

E. TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES

Contractor shall be compensated on a per-unit cost for a daily, weekly, or monthly period rate. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
E.1	Comfort Station-10 stall units	\$_____	\$_____	\$_____	\$_____
E.2	Comfort Station-26 ft BT Unit	\$_____	\$_____	\$_____	\$_____
E.3	Shower Units – 4 stall	\$_____	\$_____	\$_____	\$_____
E.4	Shower Units 6 stall	\$_____	\$_____	\$_____	\$_____
E.5	Shower Units – 12 stall with 6 sinks	\$_____	\$_____	\$_____	\$_____
E.6	Portable Laundry Facilities	\$_____	\$_____	\$_____	\$_____

F. REEFER & REFRIGERATION CONTAINERS WITH INITIAL ICE DELIVERY

Contractor shall be compensated at a flat rate for daily, weekly or monthly usage with a one-time mobilization cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly. Contractor shall include cost for fueling, repairs, and maintenance in the cost proposal below.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
F.1	Equipment Rental	\$_____	\$_____	\$_____	\$_____
F.2	Equipment Rental for Morgue	\$_____	\$_____	\$_____	\$_____
Item	Description	Flat Rate Per Ten Pound Bag with No Mobilization Fee			
F.3	Initial Ice Delivery and possible future deliveries	\$_____			

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

G. POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER

Contractor shall be compensated at a flat rate per unit case for a unit of 12 one liter bottles. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. Contractor shall include cost for labor, fueling, refilling trucks, maintenance, and repairs in the cost proposal below.

Item	Description	Price Per Unit Case for a Unit of (12) One-Liter Bottles		
Item	Description	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
G.1	Initial Bottled Water Delivery and possible future deliveries	\$ _____		
G.2	Equipment Rental	\$ _____	\$ _____	\$ _____

H. MOBILE FLEET REPAIR FACILITIES, TECHNICIANS, AND MECHANICS

Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. Contractor shall be compensated a flat rate per hour for two different kinds of labor (skilled mechanic, unskilled mechanic assistant); flat rate per tire; and flat rate per battery. The County will compensate the contractor for any additional materials/parts at a fixed percentage over their cost.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
H.1	Equipment Rental	\$ _____	\$ _____	\$ _____	\$ _____
Item	Description	Flat Rate Per Unit			
H.2	Unit Price Per Tire	\$ _____			
H.3	Unit Price Per Battery	\$ _____			
Item	Description	Fixed Percentage Over Contractor's Cost			
H.2	Materials/Parts (i.e., supplies, oil, repair materials)	_____ %			
Item	Description	Hourly Rate			
H.3	Skilled Mechanic Hourly Rate	\$ _____			
H.4	Unskilled Mechanic Assistant	\$ _____			

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

I. CANTEEN

The Contractor shall be compensated at based on a flat fee per meal served for breakfast, lunch, dinner, and boxed lunches. Contractor shall include cost of beverages, condiments, utensils, disposal paper plates and cups, plastic bags for cleanup, other meal related supplies, meal catering services (labor/staffing), staging of equipment, and cleanup in the cost proposal below.

The Contractor shall submit a SAMPLE MENU with proposal submission. Please refer to Appendix K for a sample menu.

A. Item	B. Description	C. Price Per Meal/ per person
D. I.3	E. Breakfast	\$ _____
F. I.4	G. Lunch	\$ _____
H. I.5	I. Dinner	\$ _____
J. I.6	K. Boxed Lunches (Cold Meals)	\$ _____

J. TRAFFIC CONTROL AND SIGNAGE

The Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly.

Item	Description	Fixed Percentage Over Contractor's Cost
J.1	Equipment Rental	_____ %
J.2	Equipment Purchased by County	_____ %

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL

Contractor shall be compensated for Right of Way (ROW) and Right of Entry (ROE) services based on the schedule below.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the county at actual cost. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

VEGETATIVE DEBRIS			
Item	Description	UOM	Unit Price
K.1	Pick up vegetative debris from curbside and haul to a TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	\$ _____
K.2	Pick up vegetative debris from curbside and haul to a TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	\$ _____
K.3	Pick up vegetative debris from ROE personal property and haul to TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	\$ _____
K.4	Pick up vegetative debris from ROE personal property and haul to TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	\$ _____
K.5	Pick up vegetative debris from ROE personal property and haul to TDSRS in excess of ten (10) miles from pick-up site but within Jefferson County (based on incoming yardage)	Cubic yard	\$ _____
K.6	Reduction by mulching and site management (based on incoming yardage)	Cubic yard	\$ _____
K.7	Loading and transporting Mulch to final disposal site within Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard	\$ _____
K.8	Loading and Transporting Mulch to final disposal site outside Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard/per mile	\$ _____
K.9	ALTERNATE: Reduction by incineration and site management (based on incoming yardage)	Cubic yard	\$ _____

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

VEGETATIVE DEBRIS			
Item	Description	UOM	Unit Price
K.10	ALTERNATE: Loading and Transporting Ash to final disposal site within Jefferson County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$_____
K.11	ALTERNATE: Loading and Transporting Ash to final disposal site outside Jefferson County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$_____
K.12	Pick up vegetative debris from curbside and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$_____
K.13	Pick up vegetative debris from ROE personal property and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$_____

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.14	Pick up clean C&D from curbside and haul within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$_____
K.15	Pick up clean C&D from curbside and haul within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$_____
K.16	Pick up clean C&D from curbside and haul in excess of ten (10) miles of approved disposal site but within Jefferson County (based on incoming yardage)	Cubic yard	\$_____
K.17	Pick up clean C&D from ROE personal property and haul to within five (5) miles approved disposal site (based on incoming yardage)	Cubic yard	\$_____
K.18	Pick up clean C&D from ROE personal property and haul within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$_____

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Addendum 1 - Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.19	Pick up clean C&D from ROE personal property and haul in excess of ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.20	Reduction of clean C&D by compaction and site management (based on incoming yardage)	Cubic yard	\$ _____
K.21	Loading and Transporting compacted clean C&D to final disposal site within Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard	\$ _____
K.22	Loading and Transporting compacted clean C&D to final disposal site outside Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$ _____
K.23	Pick up clean C&D from curbside and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$ _____
K.24	Pick up clean C&D from ROE personal property and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$ _____

CONTAMINATED CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.25	Pick up contaminated C&D from curbside and haul to TDSRS within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.26	Pick up contaminated C&D from curbside and haul to TDSRS within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.27	Pick up contaminated C&D from curbside and haul to TDSRS in excess of ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____

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Addendum 1 - Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

CONTAMINATED CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.28	Pick up contaminated C&D from ROE personal property and haul to TDSRS within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.29	Pick up contaminated C&D from ROE personal property and haul to TDSRS within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.30	Pick up contaminated C&D from ROE personal property and haul to TDSRS in excess of ten (10) miles of approved disposal site (based on incoming yardage), but within Jefferson County (based on incoming yardage)	Cubic yard	\$ _____
K.31	Reduction of contaminated C&D by compaction and site management (based on incoming yardage)	Cubic yard	\$ _____
K.32	Loading and Transporting compacted contaminated C&D to final disposal site within Jefferson county (Tonnage based on individual weight tickets from disposal site)	Ton	\$ _____
K.33	Loading and Transporting compacted contaminated C&D to final disposal site outside Jefferson county (Tonnage based on individual weight tickets from disposal site)	Per Ton/ per mile	\$ _____
K.34	Pick up contaminated C&D from curbside and transport directly to an approved Jefferson county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$ _____
K.35	Pick up contaminated C&D from ROE personal property and transport directly to an approved Jefferson county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$ _____

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

ELECTRONIC HAZARDOUS WASTE (E-WASTE)			
Item	Description	UOM	Unit Price
K.36	Pick up of (E-Waste) and transportation to a recognized recycling vendor. Offerors shall provide their program method and pricing structure for E- waste.	Each	\$ _____

*** Offerors shall provide their program method and pricing structure for hazardous household waste. including TVs and other electronics.

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

L. TREE, TREE STUMP, AND TREE LIMB REMOVAL

Contractor shall be compensated based on the schedule below. Contractor shall include the cost of personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control, and all other incidental costs and facilities of any nature to execute and complete these services in the cost schedule below.

The Contractor shall measure the tree/stump 4.5' feet above ground level or diameter at breast height.

Tree removal should involve a flush cut of the tree and not the complete extraction of the stump. Stumps are eligible for extraction and removal if they are over 24" inches in diameter measured at 2' feet above the ground. Tree removal can be completed by flush cut if the tree is greater than 6" in diameter measured at breast height. Tree and stump shall be removed in an efficient and safe manner.

Please refer to the FEMA Fact Sheet DAP9580.204 included on Pages 31-36 of this addendum.

STUMP REMOVAL			
Item	Description	Stump Unit Price	Tree Unit Price
L.1	24" diameter and greater, but less than 48" diameter	\$ _____	\$ _____
L.2	Equal to or greater than 48"	\$ _____	\$ _____
DEMOLITION, COLLECTION AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.3	Demolition, Collection and Disposal Rate (Per Specifications)	Per cubic yard	\$ _____
HAZARDOUS STUMP REMOVAL, COLLECTION, GRIND, HAUL-OUT AND DISPOSAL RATE (PER SPECIFICATIONS)			
<i>Trees should be measured at a height of two feet from the base of the tree</i>			
Item	Description	UOM	Unit Price
L.4	24-36 inches	Per stump	\$ _____
L.5	36-48 inches	Per stump	\$ _____
L.6	Greater than 48 inches	Per stump	\$ _____
STUMP REMOVAL, COLLECTION, GRIND, HAUL-OUT AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.7	Stump Removal, Collection, Grind, Haul-out and Disposal Rate (Per Specifications)	Per cubic yard	\$ _____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

L. TREES, TREE STUMP, AND TREE LIMB REMOVAL *(Continued)*

SAND COLLECTION (PUBLIC PROPERTY) AND SCREENING RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.8	Sand Collection (Public Property) and Screening Rate (Per Specifications)	Per cubic yard	\$ _____
SAND COLLECTION (PRIVATE PROPERTY) AND SCREENING RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.9	Sand Collection (Private Property) and Screening Rate (Per Specifications)	Per cubic yard	\$ _____
BACKFILL (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.10	Backfill per specifications	Per cubic yard	\$ _____
LEANING TREES/HANGING LIMBS			
Item	Description	UOM	Unit Price
L.11	Removal of hazardous hanging limbs greater than 2 inches	Per tree	\$ _____
L.12	Removal of hazardous standing trees 6"-12" in diameter	Per tree	\$ _____
L.13	Removal of hazardous standing trees 13"-24" in diameter	Per tree	\$ _____
L.14	Removal of hazardous standing trees 25"-36" in diameter	Per tree	\$ _____
L.15	Removal of hazardous standing trees 37" or larger in diameter	Per tree	\$ _____

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Addendum 1 - Appendix A. Cost Proposal (Continued)

M. DEMOLITION OF STRUCTURES (if implemented by EMC/EOC):

Contractor shall be compensated based on the schedule below.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the county at actual cost. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

Item	Description	UOM	Unit Price
M.1	Single Story-Frame Structure, Demolish and secure site only	Sq. Ft.	\$ _____
M.2	Two Story-Frame Structure, Demolish and secure site only	Sq. Ft.	\$ _____
M.3	Single Story-Block Structure, Demolish and secure site only	Sq. Ft.	\$ _____
M.4	Two Story-Block Structure, Demolish and secure site only	Sq. Ft.	\$ _____
M.5	Additional Stories – Block Structure – 3 stories and above, Demolish only and secure site	Sq. Ft.	\$ _____
M.6	Additional Stories – Frame Structure – 3 stories and above, Demolish only and secure site	Sq. Ft.	\$ _____

N. EMERGENCY TEMPORARY DRY-IN OF FACILITIES

The Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
N.1	Non-specified Equipment Rental	_____ %
N.2	Materials (i.e. plywood, hardware materials)	_____ %

O. TEMPORARY SECURITY PERSONNEL

The Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
O.1	Equipped Security Staffing w/transportation.	_____ %

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

P. TEMPORARY LIGHTING

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
P.1	Equipment Rental	_____ %

Q. TEMPORARY PORTABLE FUELING SITES AND DISPENSING

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
Q.1	Equipment Rental	_____ %

R. RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS

Contractor shall be compensated in accordance with Appendix A. Cost Proposal Equipment/Labor Rate Schedule (**Item A**). Contractor shall identify/specify miscellaneous equipment on the schedule (**Item A**), as well as include cost proposals.

S. TEMPORARY FENCING

Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
S.1	Fencing Materials	_____ %

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

T. OTHER DISASTER RELATED SERVICES: WATERWAY DEBRIS REMOVAL

Contractor shall be compensated at a fixed price per cubic yard based on mileage for one-way haul.

Item	Description	Per cubic yard for a one way haul of 1-15 miles	Per cubic yard for a one way haul of 15-30 miles	Per cubic yard for a one way haul of 31-40 miles
T.1	Cleaning and Restoration of Beaches: Removal and screening of debris laden sand. Sand will be removed and screened at a temporary facility and stockpiled at a debris management site and clean sand returned and placed on beach.	\$ _____	\$ _____	\$ _____
T.2	Debris removal and restoration of canals	\$ _____	\$ _____	\$ _____
T.3	Boat Removal: Vessels less than or equal to 20 linear feet			
T.3	Boat Removal: Vessels 21 linear feet and greater	\$ _____	\$ _____	\$ _____

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

U. Cleaning of Storm Drains

Storm Drain Cleaning will be itemized by round culverts or box culverts. Contractor shall be compensated at cost per linear foot or a unit price as detailed in the cost proposal below.

ROUND CULVERTS		
Item	Description	Price Per Linear Foot
U.1	Clean 21" & 24" Storm Sewer	\$ _____
U.2	Clean 27" & 30" Storm Sewer	\$ _____
U.3	Clean 36" Storm Sewer	\$ _____
U.4	Clean 42" Storm Sewer	\$ _____
U.5	Clean 48" Storm Sewer	\$ _____
U.6	Clean 54" Storm Sewer	\$ _____
U.7	Clean 60" Storm Sewer	\$ _____
U.8	Clean 72" Storm Sewer	\$ _____
Item	Description	Price Per Unit
U.9	Clean Catch Basins	\$ _____
U.10	Clean Drainage Manholes	\$ _____
BOX CULVERTS		
Item	Description	Price Per Linear Foot
U.11	Clean 0 - 4 (Square Foot)	\$ _____
U.12	Clean 4.01 - 9 (Square Foot)	\$ _____
U.13	Clean 9.01 - 15 (Square Foot)	\$ _____
U.14	Clean 15.01 - 20 (Square Foot)	\$ _____
U.15	Clean 20.01 - 30 (Square Foot)	\$ _____
U.16	Clean 31.01 - 40 (Square Foot)	\$ _____

(Continued on Next Page)

Addendum 1 - Appendix A. Cost Proposal (Continued)

U. Cleaning of Storm Drains *(Continued)*

BOX CULVERTS		
Item	Description	Price Per Linear Foot
U.17	Clean 40.01 – 50 (Square Foot)	\$ _____
U.18	Clean 50.01 - 60 (Square Foot)	\$ _____
U.19	Clean 60.01 - 70 (Square Foot)	\$ _____

AUG 02 2009



FEMA

MEMORANDUM FOR: FEMA Regional Administrators
Regions I - X

ATTENTION: Disaster Assistance Division Directors

FROM: Elizabeth A. Zimmerman 
Assistant Administrator
Disaster Assistance Directorate

SUBJECT: Disaster Assistance Fact Sheet 9580.204
Documenting and Validating Hazardous Trees, Limbs, and Stumps

The purpose of this memorandum is to announce the issuance of the attached final Disaster Assistance Fact Sheet 9580.204, *Documenting and Validating Hazardous Trees, Limbs, and Stumps*. This Fact Sheet provides guidance on the documentation required to obtain Public Assistance funding for the removal of hazardous trees, limbs, and stumps. It also describes the process FEMA will use to validate applicants' requests for reimbursement.

If you have any questions about this Fact Sheet, please contact Amanda Brown, Public Assistance Division, via email at Amanda.Brown@dhs.gov, facsimile (202) 646-3288, or phone (202) 646-3869.

Attachment



FEMA

DISASTER ASSISTANCE

FACT SHEET

DAP
9580.204

Documenting and Validating Hazardous Trees, Limbs, and Stumps

Overview

Removal of hazardous trees, limbs, and stumps that present immediate threats to lives, public health and safety, or improved property and meet other eligibility criteria specified in the **Debris Management Guide, FEMA 325**, may be eligible for Public Assistance grant funding. The regulations governing FEMA's Public Assistance Program (Code of Federal Regulations, Title 44: Emergency Management and Assistance, Part 206, Subparts G (**Public Assistance Project Administration**) and H (**Public Assistance Eligibility**)) require States and local government applicants to provide documentation of costs and work performed to support requests for reimbursement from FEMA (44 CFR §206.202(b) (4), **Application procedures, Grantee**). The regulations also require States to monitor grant and subgrant supported activities such as debris removal and disposal operations. 44 CFR §206.205(b)(1), **Payment of claim, Large projects**, states: "The Grantee shall make an accounting to the RD [Regional Director, now Regional Administrator] of eligible costs for each approved large project. In submitting the accounting the Grantee shall certify that reported costs were incurred in the performance of eligible work... [and] that the approved work was completed." Additionally, 44 CFR §206.205(b)(2) states: "The RD shall review the accounting to determine the eligible amount of reimbursement for each large project and approve eligible costs. If a discrepancy between reported costs and approved funding exists, the RD may conduct field reviews to gather additional information."

This Fact Sheet provides guidance on the documentation applicants should provide in their requests for Public Assistance funding for removing hazardous trees, limbs, and stumps. It also describes the process FEMA will use in coordination with States and local government applicants to validate that eligible work was completed when a discrepancy between reported costs and eligible funding arises.

DISASTER ASSISTANCE FACT SHEET DAP9580.204

**DOCUMENTING AND VALIDATING HAZARDOUS TREES,
LIMBS, AND STUMPS****Documenting Hazardous Trees, Limbs, and Stumps*****General***

Applicants should provide documentation that directly supports their requests for Public Assistance funding and certification that they performed the work in accordance with FEMA eligibility criteria. The documentation may include photographs, maps, and other documents that show the location of the work on public rights-of-way, evidence of the immediate threat, and details of the work performed to remove the threat. If applicants perform the work, they should submit documentation of labor and equipment charges required to do the work, such as payroll records, applicant-owned equipment usage records, and equipment rental invoices. If applicants hire contractors to perform the work, the applicants should submit the contract and invoices to FEMA.

Applicants should separate costs for the removal of hazardous trees, limbs, and stumps from debris removal paid on a cubic yard or ton basis to avoid double payment, unless they can clearly show that costs for cutting are separate from costs to remove and dispose of the debris.

Specific eligibility criteria and documentation requirements for each item of work are provided below. Failure to provide sufficient documentation may jeopardize the applicant's request for Public Assistance funding.

Hazardous Trees

Eligibility Criteria: Trees that are leaning such that they are in an imminent state of falling over and trees with broken canopies may pose an immediate threat to life, public health, safety, and improved property. Trees should be six inches or larger in diameter, measured 4.5 feet above ground level.

Documentation: Applicants should submit a spreadsheet showing the number of trees cut and the size and location of each tree. The location should include the street/road name and GPS coordinates of each tree removed along public rights-of-way, and the property address and GPS coordinates of each tree removed from private property. Applicants may also provide photographs of the flush-cut trees and certify that the trees were six inches or larger in diameter, measured 4.5 feet above the ground.

DISASTER ASSISTANCE FACT SHEET DAP9580.204

**DOCUMENTING AND VALIDATING HAZARDOUS TREES,
LIMBS, AND STUMPS*****Hazardous Limbs***

Eligibility Criteria: Broken limbs two inches or larger in diameter measured at the point of break that pose an immediate threat to life, public health, or safety, or pose an immediate threat of significant damage to improved property, are eligible for removal.

Documentation: Applicants should submit a spreadsheet containing the location of the trees, the number of limbs cut on each tree, and a certification that the limbs were two inches or larger in diameter. The location should include the name of the street/road and GPS coordinates for each tree or cluster of trees along public rights-of-way, and the street address or parcel number for hazardous limbs cut on private property. Applicants may also submit photographs to document the number of hazardous limbs cut. If the applicants contracted for the removal of hazardous limbs on a per-tree basis, the number of limbs cut per tree is not necessary.

Hazardous Stumps

Eligibility Criteria: Stumps that are 24 inches or larger in diameter measured 24 inches above the ground and have 50 percent or more of their root ball exposed are eligible for removal on a per-stump basis. Reimbursement for the removal of stumps measuring less than 24 inches in diameter will be based on the reasonable cubic yard prices for vegetative debris. Please see Disaster Assistance Policy DAP9523.11, *Hazardous Stump Extraction and Removal Eligibility*, for additional information on the estimated volume of various size stumps.

Documentation: Applicants should complete a *Hazardous Stump Worksheet*, found in Disaster Assistance Policy DAP9523.11. The Worksheet captures information on the number of hazardous stumps removed, hazardous stump location and size, and the quantity of fill material required to fill the resultant hole. Applicants that request reimbursement for force account labor and equipment should provide all of the above information except the sizes of the stumps removed.

The documentation requirements stated above only apply when applicants are collecting, hauling, and disposing of the debris. They do not apply during the emergency debris clearance phase when crews clear roads to provide emergency access to critical facilities.

Additional information on the eligibility of hazardous trees, limbs, and stumps can be found in Part I of FEMA's **Debris Management Guide, FEMA 325**, and in Disaster Assistance Policies DAP9523.11, *Hazardous Stump Extraction and Removal Eligibility*, and DAP9523.13, *Debris Removal from Private Property*.

DISASTER ASSISTANCE FACT SHEET DAP9580.204

**DOCUMENTING AND VALIDATING HAZARDOUS TREES,
LIMBS, AND STUMPS****Validating Eligible Work**

FEMA, in coordination with the State and the applicant, may select a small sample of hazardous trees, limbs, and/or stumps to validate eligible scopes of work and eligible project funding if a discrepancy between documentation, work performed, and eligible funding exists. The validation process will include field visits to verify that the applicant performed work in accordance with FEMA eligibility criteria. FEMA will use the results of the validation process to determine eligible project funding.

FEMA, State, and Applicant Validation Team

The validation of work to remove hazardous trees, limbs, and stumps should be a coordinated and collective effort between FEMA, the State, and the applicant. Validation teams performing physical inspections should be comprised of representatives from FEMA, the State, and the applicant who are familiar with debris removal operations, FEMA policy and debris removal eligibility, and debris monitoring documentation practices. The validation teams should meet prior to conducting validations to identify expectations and objectives, and hold meetings as necessary to resolve issues. The validation teams should work to achieve consensus on validation determinations.

Validation Samples

FEMA, the State, and the applicant should select a sample of at least 500 work items to validate the applicant's request(s) for reimbursement. Separate validations should be conducted for hazardous trees, limbs, and stumps and for work performed on public and private property. Only one validation should be conducted for each scope of work selected for validation.

Interim Validations

FEMA may conduct interim validations before the completion of the debris removal operation as a quality control measure and to establish Public Assistance grant amounts for the applicable scope of work. The decision on whether or not to conduct an interim validation should be a joint decision between FEMA, the State, and the applicant. Interim validations should include a sample of at least 500 work items completed up to the date of validation. The results from any validation should apply exclusively to the scope of work that the applicant completed before FEMA conducted the validation. For example, an interim validation may occur 30 days after the applicant initiates a debris removal operation and focus on work performed during the first 30 days. FEMA may conduct a final validation for the remainder of the work after the applicant completes the debris removal operation. The final validation should include a sample of at least 500 work items completed after the date of the interim validation. The results from the first validation will be used to determine the eligible scope of work for

DISASTER ASSISTANCE FACT SHEET DAP9580.204

**DOCUMENTING AND VALIDATING HAZARDOUS TREES,
LIMBS, AND STUMPS**

work and costs claimed during the first 30 days, and the final validation results will be applied to determine the eligible scope of work for the remaining work and associated costs claimed.

Documentation Requirements

The documentation for the validation process should include:

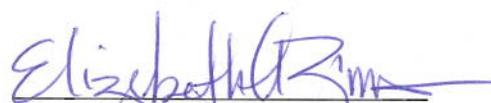
- names and affiliations of validation team members;
- date and locations of inspections;
- the number of hazardous trees, limbs, and stumps selected for validation;
- the debris removal load tickets or invoices for the hazardous trees, limbs, and stumps selected for validation;
- the validation results;
- name of the debris removal contractor that performed the work (if applicable);
- name of the applicant's debris monitor that provided oversight for the work claimed (if applicable); and
- rights of entries and indemnification agreements when the applicant performed work on private property.

Applying Validation Percentages to Determine Eligibility

FEMA will apply the percentage of the debris removal work that it validated to the applicant's total claim for reimbursement. However, FEMA will approve 100 percent funding for the applicable scope of work if it validates at least 80 percent of the sample of work items. Eligible funding for scopes of work validated at less than 80 percent will be based on the actual percentage of validated work.

Timeframe

FEMA should validate the removal of hazardous trees, limbs, and stumps within 45 days of project completion.



Elizabeth A. Zimmerman
Assistant Administrator
Disaster Assistance Directorate

8.2.09
Date



JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

1001 Pearl Street – 3rd Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO RFP

RFP Number: RFP 15-015/JW

RFP Title: Emergency Disaster Assistance Recovery
for Jefferson County

RFP Due: **11:00 am CDT, Tuesday, November 3, 2015**

Addendum No.: 2

Issued (Date): October 28, 2015

To OFFEROR: This Addendum is an integral part of the RFP package under consideration by you as an Offeror in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire RFP package – **including all addenda**. For purposes of clarification, **receipt of this present Addendum by an Offeror should be evidenced by returning it (signed) as part of the Offeror's sealed proposal**. If the Proposal has already been received by the Jefferson County Purchasing Department, Offeror should return this addendum in a separate sealed envelope, clearly marked with the RFP Title, RFP Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revision to Specifications

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Offeror:

ATTEST:

Authorized Signature (Offeror)

Witness

Title of Person Signing Above

Witness

Typed Name of Business or Individual

Approved by _____ Date: _____

Address

Addendum 2**RFP 15-015/JW, Emergency Disaster Assistance Recovery for Jefferson County**

Revision to Specifications:**Performance and Payment Bond Requirements:**

Based on an agreed upon estimate following a disaster/emergency; within ten (10) days after the date of the ~~signing of a contract~~ **signing of the Notice to Proceed**, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Once work, separately or cumulatively, exceeds the original bonded amount, an additional Performance and Payment Bond, or rider to the original bonds, will be required.

The bonds shall remain in effect until both the final payment is made and the closeout of the project is finalized.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Industrial Commercial Mechanical

Company Name

4445 Westpark Avenue

Address

Beaumont Texas 77705

City State Zip



Signature of Person Authorized to Sign

Kevin Sleeper

Printed Name

General Manager; ICM

Title

For clarification of this offer, contact:

Kevin Sleeper

Name

409 842 3737

409 842 3738

Phone

Fax

ksleeper@ic-mechanical.com

E-mail

Bidder Shall Return Completed Form with Offer.

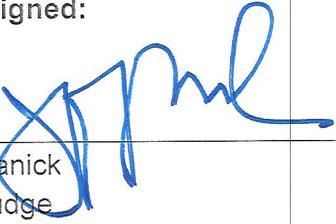
Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 15-023/YS, Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:


Jeff R. Branick
County Judge

January 11, 2014

Date

Attest:


Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.

Final Tabulation for Term Contract for HVAC Maintenance, Repair, & Emergency Services for Ford Park (12/8/2015)

Part I. Scheduled Maintenance		Industrial Commercial Mechanical	
Item	Description	Monthly Price	Annual Price
	HVAC Maintenance for Ford Park, per specifications	1,652.00	19,824.00
Part II. Repair Labor Rates			
Item	Description	Labor Charge Per Hour	
1	Mechanic during working hours (Monday–Friday, 7:30 am to 5:00 pm)	69.00	
2	Apprentice Mechanic accompanying Mechanic during working hours (Monday–Friday, 7:30 am to 5:00 pm)	58.00	
3	Mechanic for emergency service on weekdays and Saturdays (Monday–Friday, 5:00 pm to 7:30 am and all day Saturday)	93.00	
4	Apprentice Mechanic accompanying Mechanic for emergency service on weekdays and Saturdays (Monday–Friday, 5:00 pm to 7:30 am and all day Saturday)	83.00	
5	Mechanic for emergency service on Sundays and Holidays	115.00	
6	Apprentice Mechanic accompanying Mechanic for emergency service on Sundays and Holidays	103.00	
7	Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday–Friday, 7:30 am to 5:00 pm)	93.00	
8	Apprentice Mechanic accompanying Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday–Friday, 7:30 am to 5:00 pm)	83.00	
9	Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday–Friday, 5:00 pm to 7:30 am, and all day Saturday)	93.00	

Item	Description	Fixed Percentage Over Contractor's Cost
10	Apprentice Mechanic accompanying Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	83.00
11	Mechanic for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	115.00
12	Apprentice Mechanic accompanying Mechanic for emergency disaster service during mandatory/voluntary County evacuation (Sundays and Holidays)	103.00
Part III. Repair Labor Rates		
13	Parts with cost of \$1,500.00 or less shall be furnished by Contractor.	25%
14	Equipment replacement chillers, boilers, direct expansion units, etc. for emergency replacement f.o.b job site.	20%
15	Sub-contractor percentage mark-up.	10%
16	Materials, supplies, and/or equipment furnished by contractor. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges.	25%
17	Rental equipment furnished by contractor, with prior approval of the County.	12%

Industrial Commercial Mechanical

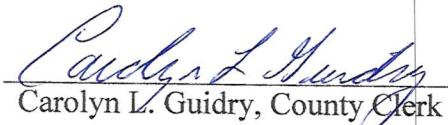
4445 Westpark Drive
 Beaumont TX 77705
 Attn: Kevin Sleeper
ksleeper@ic-mechanical.com
 ph: 409-842-3737
 fx: 409-842-3738

**CONTRACT RENEWAL FOR RFP 09-161/KJS
CAFETERIA SERVICES FOR THE JEFFERSON COUNTY
COURTHOUSE**

The County entered into a contract with Colin's Kitchen LLC for one (1) year, from January 22, 2015 to January 21, 2016, with an option to renew the contract for up to a five (5) year period.

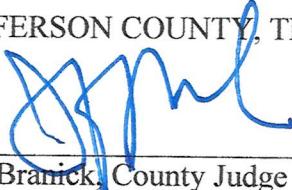
Pursuant to the contract, Jefferson County hereby exercises its first option to renew the contract for one (1) additional year from January 21, 2016 to January 20, 2017.

ATTEST:


Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge

CONTRACTOR:
Colin's Kitchen LLC


(Name)

NAME

AMOUNT

CHECK NO.

TOTAL

JURY FUND

TRI-CITY COFFEE SERVICE

252.00

416108

252.00**

ROAD & BRIDGE PCT.#1

ABLE FASTENER, INC.

275.94

416034

MUNRO'S

33.00

416079

OFFICE DEPOT

40.18

416086

STAR GRAPHICS SHARP

30.12

416100

TRI-CON, INC.

1,786.82

416107

ASCO

1,036.90

416192

3,202.96**

ROAD & BRIDGE PCT.#2

ENTERGY

6.08

416065

STAR GRAPHICS SHARP

42.71

416100

SHI GOVERNMENT SOLUTIONS, INC.

656.40

416133

PCM-G

2,190.00

416175

2,895.19**

ROAD & BRIDGE PCT. # 3

ENTERGY

16.32

416065

STAR GRAPHICS SHARP

63.56

416100

W. JEFFERSON COUNTY M.W.D.

26.13

416111

HOWARD'S AUTO SUPPLY

17.90

416116

FASTENAL

243.04

416117

LOWE'S HOME CENTERS, INC.

28.47

416135

TEXAS GAS SERVICE

169.44

416140

LANSDOWNE-MOODY CO

383.00

416154

WINDSTREAM

47.11

416156

SOUTHEAST TEXAS PARTS AND EQUIPMENT

192.99

416200

1,187.96**

ROAD & BRIDGE PCT.#4

A&A EQUIPMENT

219.45

416033

ABLE FASTENER, INC.

38.80

416034

BAUDVILLE, INC.

41.45

416045

M&D SUPPLY

19.47

416073

MUNRO'S

173.73

416079

OFFICE DEPOT

470.34

416086

POSTMASTER

58.00

416091

W. JEFFERSON COUNTY M.W.D.

69.66

416111

A-1 MACHINE & HYDRAULIC

210.00

416174

INTERSTATE ALL BATTERY CENTER - BMT

116.95

416176

1,417.85**

ENGINEERING FUND

STAR GRAPHICS SHARP

43.25

416100

WESTERN DATA

250.00

416112

UNITED STATES POSTAL SERVICE

.42

416132

293.67**

PARKS & RECREATION

CITY OF PORT ARTHUR - WATER DEPT.

46.08

416051

ENTERGY

9.32

416065

AT&T

28.99

416097

W. JEFFERSON COUNTY M.W.D.

52.26

416111

GENNIS MEMORIALS LLC

1,798.00

416220

1,934.65**

GENERAL FUND

JEFFERSON CTY. CLERK

791.81

416035

JEFFERSON CTY. CLERK

955.50

416036

JEFFERSON CTY. CLERK

773.76

416037

CASH ADVANCE ACCOUNT

26.00

416072

2,547.07*

TAX OFFICE

NADA APPRAISAL GUIDES, INC.

465.00

416080

OFFICE DEPOT

3,287.16

416086

AT&T	103.44	416097	
STAR GRAPHICS SHARP	208.10	416100	
TAC - TEXAS ASSN. OF COUNTIES	285.00	416103	
UNITED STATES POSTAL SERVICE	1,521.42	416132	5,870.12*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	50.00	416046	
PINNACLE EMPLOYEE TESTING	325.00	416089	
STAR GRAPHICS SHARP	43.25	416100	418.25*
AUDITOR'S OFFICE			
STAR GRAPHICS SHARP	60.94	416100	
UNITED STATES POSTAL SERVICE	9.90	416132	
THOMSON REUTER TAX & ACCNTG INC R&G	243.00	416166	
JEFFERSON COUNTY CREDIT CARDS	135.62	416182	449.46*
COUNTY CLERK			
OFFICE DEPOT	71.43	416086	
UNITED STATES POSTAL SERVICE	211.43	416132	282.86*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	400.00	416063	
STAR GRAPHICS SHARP	43.25	416100	
UNITED STATES POSTAL SERVICE	14.07	416132	
JUSTIN G SANDERSON	500.00	416191	957.32*
RISK MANAGEMENT			
STAR GRAPHICS SHARP	31.78	416100	
UNITED STATES POSTAL SERVICE	.83	416132	32.61*
COUNTY TREASURER			
OFFICE DEPOT	113.87	416086	
STAR GRAPHICS SHARP	43.25	416100	
UNITED STATES POSTAL SERVICE	14.25	416132	
LEXISNEXIS- ACCURINT	120.00	416178	291.37*
PRINTING DEPARTMENT			
STAR GRAPHICS SHARP	314.11	416100	314.11*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	323.81	416060	
PORT ARTHUR NEWS, INC.	421.62	416090	
STAR GRAPHICS SHARP	43.25	416100	
UNITED STATES POSTAL SERVICE	2.18	416132	790.86*
GENERAL SERVICES			
CURTIS 1000, INC.	84.35	416056	
OFFICE DEPOT	1,423.80	416086	
TIME WARNER COMMUNICATIONS	83.64	416105	
VERIZON WIRELESS	303.92	416129	
LEXISNEXIS- ACCURINT	242.00	416178	
DYNAMEX INC	154.84	416199	
SPOK INC	3.00	416206	2,295.55*
DATA PROCESSING			
GUARDIAN FORCE	36.00	416039	
WORKS RIGHT SOFTWARE, INC.	2,750.00	416040	
FED EX	266.91	416061	
HERNANDEZ OFFICE SUPPLY, INC.	319.00	416068	
OFFICE DEPOT	200.39	416086	
STAR GRAPHICS SHARP	60.94	416100	
CDW COMPUTER CENTERS, INC.	45.29	416118	
SHI GOVERNMENT SOLUTIONS, INC.	984.60	416133	

NAME	AMOUNT	CHECK NO.	TOTAL
MICHAEL BAIN	200.68	416160	
PCM-G	3,285.00	416175	
LEXISNEXIS- ACCURINT	240.00	416178	
JEFFERSON COUNTY CREDIT CARDS	186.30	416182	
VMWARE INC	4,125.00	416184	
SPOK INC	12.07	416206	
VOTERS REGISTRATION DEPT			12,712.18*
STAR GRAPHICS SHARP	30.12	416100	
UNITED STATES POSTAL SERVICE	229.47	416132	
ELECTIONS DEPARTMENT			259.59*
OFFICE DEPOT	99.85	416086	
STAR GRAPHICS SHARP	30.12	416100	
CDW COMPUTER CENTERS, INC.	123.23	416118	
UNITED STATES POSTAL SERVICE	22.80	416132	
PV RENTALS LLC	140.77	416219	
DISTRICT ATTORNEY			416.77*
CASH ADVANCE ACCOUNT	50.00	416072	
STAR GRAPHICS SHARP	261.30	416100	
UNITED STATES POSTAL SERVICE	271.85	416132	
LEXISNEXIS MATTHEW BENDER	52.44	416136	
LEXISNEXIS- ACCURINT	480.00	416178	
DISTRICT CLERK			1,115.59*
MAVERICK COMMUNICATIONS, INC.	3,834.94	416076	
OFFICE DEPOT	1,178.30	416086	
STAR GRAPHICS SHARP	51.52	416100	
UNITED STATES POSTAL SERVICE	198.82	416132	
TEXAS DISTRICT COURT ALLIANCE	50.00	416155	
CRIMINAL DISTRICT COURT			5,313.58*
DAVID W BARLOW	4,375.00	416044	
DONALD W. DUESLER & ASSOC.	8,750.00	416058	
MARSHA NORMAND	8,750.00	416082	
STAR GRAPHICS SHARP	31.78	416100	
UNITED STATES POSTAL SERVICE	36.89	416132	
JEFFERSON COUNTY CREDIT CARDS	470.00	416182	
C. HADEN CRIBBS JR., PC	8,750.00	416190	
58TH DISTRICT COURT			31,163.67*
STAR GRAPHICS SHARP	31.78	416100	
UNITED STATES POSTAL SERVICE	.42	416132	
60TH DISTRICT COURT			32.20*
STAR GRAPHICS SHARP	30.12	416100	
136TH DISTRICT COURT			30.12*
STAR GRAPHICS SHARP	30.12	416100	
UNITED STATES POSTAL SERVICE	1.25	416132	
172ND DISTRICT COURT			31.37*
STAR GRAPHICS SHARP	31.78	416100	
252ND DISTRICT COURT			31.78*
DAVID W BARLOW	4,375.00	416044	
JIMMY D. HAMM	800.00	416066	
KEVIN PAULA SEKALY PC	1,500.00	416094	
MIKE VAN ZANDT	17,500.00	416109	
BRACK JONES JR.	5,833.33	416115	
UNITED STATES POSTAL SERVICE	20.06	416132	
LANGSTON ADAMS	800.00	416138	
279TH DISTRICT COURT			30,828.39*

NAME	AMOUNT	CHECK NO.	
OFFICE DEPOT UNITED STATES POSTAL SERVICE	37.64 6.24	416086 416132	43.88*
317TH DISTRICT COURT			
STAR GRAPHICS SHARP	31.78	416100	31.78*
JUSTICE COURT-PCT 1 PL 1			
STAR GRAPHICS SHARP UNITED STATES POSTAL SERVICE LEXISNEXIS- ACCURINT	51.32 16.46 120.00	416100 416132 416178	187.78*
JUSTICE COURT-PCT 1 PL 2			
STAR GRAPHICS SHARP UNITED STATES POSTAL SERVICE LEXISNEXIS- ACCURINT	30.12 2.30 120.00	416100 416132 416178	152.42*
JUSTICE COURT-PCT 2			
LEXISNEXIS- ACCURINT	120.00	416178	120.00*
JUSTICE COURT-PCT 4			
STAR GRAPHICS SHARP LEXISNEXIS- ACCURINT	42.71 120.00	416100 416178	162.71*
JUSTICE COURT-PCT 6			
OFFICE DEPOT STAR GRAPHICS SHARP UNITED STATES POSTAL SERVICE LEXISNEXIS- ACCURINT	241.61 30.12 8.28 120.00	416086 416100 416132 416178	400.01*
JUSTICE COURT-PCT 7			
LEXISNEXIS- ACCURINT	120.00	416178	120.00*
JUSTICE OF PEACE PCT. 8			
LEXISNEXIS- ACCURINT	120.00	416178	120.00*
COUNTY COURT AT LAW NO.1			
OFFICE DEPOT STAR GRAPHICS SHARP UNITED STATES POSTAL SERVICE	47.81 30.12 1.66	416086 416100 416132	79.59*
COUNTY COURT AT LAW NO. 2			
JOHN D WEST UNITED STATES POSTAL SERVICE LEXISNEXIS- ACCURINT JEFFERSON COUNTY CREDIT CARDS SAMUEL & SON LAW FIRM PLLC THE CEDILLO LAW FIRM	250.00 16.64 60.00 60.00 250.00 800.00	416120 416132 416178 416182 416207 416214	1,316.64*
COUNTY COURT AT LAW NO. 3			
DONALD BOUDREAUX UNITED STATES POSTAL SERVICE LEXISNEXIS- ACCURINT	350.00 17.61 60.00	416047 416132 416178	427.61*
COURT MASTER			
STAR GRAPHICS SHARP UNITED STATES POSTAL SERVICE	42.71 1.25	416100 416132	43.96*
MEDIATION CENTER			
STAR GRAPHICS SHARP UNITED STATES POSTAL SERVICE	30.12 2.08	416100 416132	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON COUNTY CREDIT CARDS	3,169.50	416182	3,201.70*
COMMUNITY SUPERVISION			
STAR GRAPHICS SHARP	136.39	416100	136.39*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	25.56	416052	
HERNANDEZ OFFICE SUPPLY, INC.	86.80	416068	
OFFICE DEPOT	1,188.36	416086	
AT&T	63.68	416097	
STAR GRAPHICS SHARP	279.27	416100	
CDW COMPUTER CENTERS, INC.	145.49	416118	
UNITED STATES POSTAL SERVICE	1,270.24	416132	
BEAUMONT OCCUPATIONAL SERVICE, INC.	131.80	416134	
CLASSIC FORMS AND PRODUCTS	412.50	416141	
FIVE STAR FEED	919.10	416142	
CODE BLUE	343.00	416145	
JEFFERSON COUNTY CREDIT CARDS	386.09	416182	
RITA HURT	1,375.00	416188	
TRANSUNION RISK AND ALTERNATIVE	479.00	416211	
ROBERT GOODMAN	125.00	416222	
CRIME LABORATORY			7,230.89*
FED EX	65.72	416061	
OFFICE DEPOT	56.42	416086	
STAR GRAPHICS SHARP	42.71	416100	
VERIZON WIRELESS	151.96	416129	
RDB SERVICES	500.00	416189	
BRANDY HENLEY	401.42	416205	
JAIL - NO. 2			1,218.23*
ENTERGY	37,960.05	416065	
JACK BROOKS REGIONAL AIRPORT	1,344.58	416071	
STAR GRAPHICS SHARP	522.75	416100	
INTERCONTINENTAL JET CORP	289.88	416149	
LIQUID CAPITAL EXCHANGE INC	597.35	416186	
KRÖPP HOLDINGS INC	851.13	416195	
LONE STAR UNIFORMS	1,204.50	416217	
JUVENILE PROBATION DEPT.			42,770.24*
ELAINE MADOLE	40.83	416074	
STAR GRAPHICS SHARP	91.06	416100	
UNITED STATES POSTAL SERVICE	3.33	416132	
LEXISNEXIS MATTHEW BENDER	274.23	416136	
LYNN BIERHALTER	138.00	416152	
SHARON STREETMAN	95.45	416153	
RASHUNDA FLETCHER	89.70	416168	
ROSE CHAISSON	47.73	416172	
SPOK INC	48.28	416206	
KAREN RIGGS	101.20	416218	
JUVENILE DETENTION HOME			929.81*
AT&T	684.19	416097	
CONSTABLE PCT 1			684.19*
OFFICE DEPOT	956.22	416086	
UNITED STATES POSTAL SERVICE	18.72	416132	
PRODUCTIVITY CENTER, INC.	317.00	416148	
LEXISNEXIS- ACCURINT	120.00	416178	
CONSTABLE-PCT 2			1,411.94*
SHI GOVERNMENT SOLUTIONS, INC.	1,641.00	416133	
PCM-G	5,475.00	416175	
LEXISNEXIS- ACCURINT	120.00	416178	
CONSTABLE-PCT 4			7,236.00*

NAME	AMOUNT	CHECK NO.	
TAC - TEXAS ASSN. OF COUNTIES	130.00	416102	
TRANSUNION RISK AND ALTERNATIVE	70.00	416210	
ALAN ROBERTS	5.36	416223	
CONSTABLE-PCT 6			205.36*
STAR GRAPHICS SHARP	30.12	416100	
UNITED STATES POSTAL SERVICE	9.89	416132	
LEXISNEXIS- ACCURINT	120.00	416178	
CONSTABLE PCT. 7			160.01*
LEXISNEXIS- ACCURINT	120.00	416178	
CONSTABLE PCT. 8			120.00*
LEXISNEXIS- ACCURINT	120.00	416178	
COUNTY MORGUE			120.00*
BJ TRANSPORT SERVICE, INC.	8,500.00	416042	
AGRICULTURE EXTENSION SVC			8,500.00*
STAR GRAPHICS SHARP	60.94	416100	
BARBARA EVANS	37.95	416170	
HEALTH AND WELFARE NO. 1			98.89*
MERCY FUNERAL HOME	871.00	416077	
STAR GRAPHICS SHARP	60.94	416100	
OAKSTONE WELLNESS TOPHEALTH	113.94	416106	
AUSTIN CECIL WALKES MD PA	2,932.58	416110	
UNITED STATES POSTAL SERVICE	40.56	416132	
HEB CREDIT RECEIVABLES DEPT 308	59.55	416157	
MORBIDITY & MORTALITY WEEKLY REPORT	59.50	416163	
TINA CHAMPAGNE	70.73	416167	
LEXISNEXIS- ACCURINT	120.00	416178	
SPOK INC	22.88	416206	
HEALTH AND WELFARE NO. 2			4,351.68*
BROUSSARD'S MORTUARY	1,500.00	416048	
CLAYBAR FUNERAL HOME, INC.	2,499.00	416054	
O.W. COLLINS APARTMENTS	235.26	416055	
GABRIEL FUNERAL HOME, INC.	700.00	416062	
OFFICE DEPOT	55.97	416086	
STAR GRAPHICS SHARP	73.37	416100	
OAKSTONE WELLNESS TOPHEALTH	113.94	416106	
AUSTIN CECIL WALKES MD PA	2,932.58	416110	
MCKESSON MEDICAL-SURGICAL INC	1,390.36	416119	
MORBIDITY & MORTALITY WEEKLY REPORT	59.50	416163	
HEB - PORT ARTHUR	132.37	416165	
LEXISNEXIS- ACCURINT	120.00	416178	
SPOK INC	7.71	416206	
NURSE PRACTITIONER			9,820.06*
STAR GRAPHICS SHARP	30.12	416100	
INDIGENT MEDICAL SERVICES			30.12*
CARDINAL HEALTH 110 INC	14,462.33	416194	
LAGNIAPPE PHARMACY SERVICES LLC	2,580.00	416204	
MAINTENANCE-BEAUMONT			17,042.33*
BALBOA CO., INC.	25.00	416043	
CINTAS, INC.	573.01	416049	
ECOLAB	209.95	416059	
W.W. GRAINGER, INC.	923.68	416064	
M&D SUPPLY	326.26	416073	
MANNINGS SCHOOL SUPPLY	627.80	416075	

NAME	AMOUNT	CHECK NO.	TOTAL
METAL INDUSTRIES, INC.	190.00	416078	
OFFICE DEPOT	222.60	416086	
RALPH'S INDUSTRIAL ELECTRONICS	191.45	416092	
SANITARY SUPPLY, INC.	4,163.95	416093	
ACE IMAGEWEAR	342.02	416096	
AT&T	990.46	416097	
STAR GRAPHICS SHARP	30.12	416100	
WHOLESALE ELECTRIC SUPPLY CO.	417.98	416113	
ACADIAN HARDWOODS, BEAUMONT	72.35	416137	
OTIS ELEVATOR COMPANY	2,756.00	416143	
CENTERPOINT ENERGY RESOURCES CORP	3,189.83	416150	
FIRETROL PROTECTION SYSTEMS, INC.	157.50	416171	
ZENO IMAGING	1,259.95	416180	
AI FILTER SERVICE COMPANY	732.70	416187	
WASTEWATER TRANSPORT SERVICES LLC	248.00	416203	
CAVENDER'S BOOT CITY	645.73	416212	
WILLBANKS CONTRACTOR SUPPORT LLC	1,075.00	416221	
MAINTENANCE-PORT ARTHUR			19,371.34*
NOACK LOCKSMITH	84.50	416081	
OFFICE DEPOT	95.88	416086	
STAR GRAPHICS SHARP	61.90	416100	
PARKER LUMBER	13.49	416181	
JEFFERSON COUNTY CREDIT CARDS	4,162.26	416182	
MEMBER'S BUILDING MAINTENANCE LLC	2,524.60	416197	
MAINTENANCE-MID COUNTY			6,942.63*
CITY OF NEDERLAND	240.39	416053	
AT&T	689.78	416097	
STAR GRAPHICS SHARP	31.78	416100	
W. JEFFERSON COUNTY M.W.D.	152.74	416111	
SERVICE CENTER			1,114.69*
PHILPOTT MOTORS, INC.	335.66	416088	
STAR GRAPHICS SHARP	30.12	416100	
JEFFERSON CTY. TAX OFFICE	16.75	416121	
JEFFERSON CTY. TAX OFFICE	16.75	416122	
JEFFERSON CTY. TAX OFFICE	7.50	416123	
JEFFERSON CTY. TAX OFFICE	7.50	416124	
JEFFERSON CTY. TAX OFFICE	7.50	416125	
JEFFERSON CTY. TAX OFFICE	7.50	416126	
JEFFERSON CTY. TAX OFFICE	7.50	416127	
JEFFERSON CTY. TAX OFFICE	7.50	416128	
BUMPER TO BUMPER	53.06	416147	
VETERANS SERVICE			497.34*
OFFICE DEPOT	200.16	416086	
STAR GRAPHICS SHARP	74.49	416100	
UNITED STATES POSTAL SERVICE	2.08	416132	
HILARY GUEST	120.94	416139	
MOSQUITO CONTROL FUND			397.67*
MUNRO'S	172.40	416079	
AT&T	30.51	416097	
STAR GRAPHICS SHARP	30.12	416100	
FAMILY GROUP CONFERENCING			233.03**
STAR GRAPHICS SHARP	31.78	416100	
GRANT A STATE AID			31.78**
CASH ADVANCE ACCOUNT	430.84	416072	
BRIA LYNCH	29.33	416169	
DURWARD MINOR	186.30	416196	
JOSH CUYOS	187.45	416202	
SPOK INC	19.78	416206	

NAME	AMOUNT	CHECK NO.	TOTAL
TANISHA GRIFFIN	341.26	416209	
ROXANA MITCHELL	296.70	416215	
CLINEECIA TROTTER	70.15	416216	
COMMUNITY SUPERVISION FND			1,561.81**
UNITED STATES POSTAL SERVICE	30.44	416132	
LEXISNEXIS- ACCURINT	120.00	416178	
JCCSC	318.00	416185	
JEFF. CO. WOMEN'S CENTER			468.44**
INR	162.00	416069	
OFFICE DEPOT	474.23	416086	
STAR GRAPHICS SHARP	31.78	416100	
SYSCO FOOD SERVICES, INC.	992.65	416101	
TIME WARNER COMMUNICATIONS	39.19	416104	
ZEE MEDICAL SERVICE	100.05	416114	
CLASSIC FORMS AND PRODUCTS	921.60	416141	
BEN E KEITH FOODS	2,151.04	416144	
CENTERPOINT ENERGY RESOURCES CORP	314.76	416150	
MELODY C ANTOON RN	2,120.00	416158	
ROCHESTER ARMORED CAR CO INC	114.75	416183	
MATERA PAPER COMPANY INC	424.42	416193	
SPOK INC	16.41	416206	
COMMUNITY CORRECTIONS PRG			7,862.88**
STAR GRAPHICS SHARP	47.38	416100	
DRUG DIVERSION PROGRAM			47.38**
STAR GRAPHICS SHARP	47.38	416100	
DANA DOVER	30.48	416213	
COUNTY CLERK - RECORD MGT			77.86**
AT&T	111.83	416097	
MANATRON	10,808.61	416161	
COUNTY RECORDS MANAGEMENT			10,920.44**
UNITED STATES POSTAL SERVICE	2.43	416132	
CHEEK H2O & SEWER PHASE 4			2.43**
GRIFFITH MOSELEY JOHNSON & ASSOCIAT	3,000.00	416201	
HOTEL OCCUPANCY TAX FUND			3,000.00**
CITY OF BEAUMONT - WATER DEPT.	103.09	416050	
MUNRO'S	58.50	416079	
TRI-CITY COFFEE SERVICE	101.40	416108	
ATTABOY TERMITE & PEST CONTROL	55.00	416177	
DISTRICT CLK RECORDS MGMT			317.99**
STAR GRAPHICS SHARP	86.50	416100	
COUNTY CLERK ELECTION CON			86.50**
HART INTER CIVIC	4,229.56	416067	
COUNTY CLERK HAVA FUND			4,229.56**
HART INTER CIVIC	11,660.44	416067	
1957 ROAD BOND FUND			11,660.44**
TIM RICHARDSON	10,500.00	416198	
CAPITAL PROJECTS FUND			10,500.00**

NAME

AMOUNT

CHECK NO.

TOTAL

N&T CONSTRUCTION COMPANY, INC.	663,857.14	416038	663,857.14**
AIRPORT FUND			
AVIS RENT A CAR SYSTEM, INC.	114.00	416041	
CITY OF NEDERLAND	19.05	416053	
LAIRON DOWDEN, JR.	20.00	416057	
J.K. CHEVROLET CO.	209.60	416070	
CASH ADVANCE ACCOUNT	45.00	416072	
STAR GRAPHICS SHARP	72.83	416100	
DISH NETWORK	97.52	416159	
NIR S BINUR MD	20.00	416173	
GARVER LLC	487.50	416179	
AIRPORT IMPROVE. GRANTS			1,085.50**
GARVER LLC	11,611.87	416179	11,611.87**
SETEC FUND			
ALLIANCE MECHANICAL SERVICES	2,000.00	416146	2,000.00**
WORKER'S COMPENSATION FD			
TRISTRAR RISK MANAGEMENT	2,903.12	416151	2,903.12**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	1,660.00	416164	1,660.00**
DISTRICT CRT RECORDS TECH			
CASH ADVANCE ACCOUNT	454.25	416072	
OFFICE DEPOT	61,317.29	416087	
MARINE DIVISION			61,771.54**
JACK BROOKS REGIONAL AIRPORT	144.98	416071	
SETZER HARDWARE, INC.	18.34	416095	
VERIZON WIRELESS	531.86	416130	
THE DINGO GROUP-PETE JORGENSEN MARI	46.60	416162	
APPLIED SECURITY TECHNOLOGIES INC	105.00	416208	
			846.78**
			1,040,903.48***



Holiday Inn Beaumont
3950 I-10 South Beaumont, TX
409-842-5995 – Phone 409-842-7810 - Fax

CATERING CONTRACT

January 5, 2016

GROUP: Jefferson Cnty Clerks Office Volunteer for Democracy Day

CONTACT: Ms. Carolyn Guidry

CONTACT TITLE: Booking Contact

ADDRESS: Beaumont, TX 77701

EMAIL: guidry@co.jefferson.tx.us

PHONE: (409) 835-8475

FAX: (409) 835-8475

HOTEL CONTACT: Sherry Peddy

E-MAIL: sherry.peddy@prismhotels.com

PHONE :(409) 842-7804

We are so pleased to be hosting the Volunteer for Democracy Day. This contract sets forth the terms for your meeting.

FOOD & BEVERAGE / MEETING REQUIREMENTS

The following table illustrates our understanding of your meeting space needs. You have agreed to hold the meetings and food and beverage events as set forward in this schedule of events.

SCHEDULE OF EVENTS

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
2/7/2016	11:00 AM	1:30 PM	Setup	Grand Ballroom	Rounds of 10	325	100.00
2/7/2016	1:30 PM	3:30 PM	Group Activity	Grand Ballroom	Rounds of 10	325	
2/7/2016	2:30 PM	5:00 PM	Lunch	Grand Ballroom	Rounds of 10	325	

MEETING SPACE RENTAL CHARGE

The hotel will provide the function space you require in accordance with the schedule of events which is described above for a fee of \$100, in recognition of the revenue we will derive from the provision of food and beverage, and ancillary services hereunder.

One month prior to your event, we require a final program of events in order to finalize specific daily requirements. Nothing in this program will be construed to waive or alter the food and beverage revenue requirements set forth in this contract. Should you desire additional food and beverage services and/or meeting space beyond that specified in the schedule of events below, please advise us as soon as possible so that we may attempt to secure such additional space for your use. The hotel reserves the right to make reasonable substitutions in meeting and banquet rooms and/or menu selections. Diagrams and identification of the hotel's meeting space to be used for your meeting may not be disseminated by the group without the hotel's prior approval.

Hotel management must approve the use of function space for hospitality purposes. Hotel approval is required for all

non-meeting activities, and hotel premises are only to be used for approved activities. Hotel reserves the right to make and implement decisions to insure that other banquet rooms will not be interfered with by group's function.

FOOD POLICY

No food and/or beverage of any kind will be permitted to be brought into the hotel meeting spaces, or any function space used as a hospitality suite, by the group or any of the group's guests without hotel approval. No remaining food or beverage shall be removed from the premises. All food and beverage items served in public meeting rooms must be supplied and prepared by the Hotel. Menu prices will be confirmed six months prior to function commencement. Your menu selections must be made no later than 30 days prior to arrival, and we require the guaranteed number of persons to be served at each food function three (3) business days prior to the date of the function. If we do not receive a final count for the Group within this timetable, the Group will be charged for the maximum number of people originally scheduled to attend the function. All food and beverage prices are subject to a 22% service charge. Prices and service charges are subject to sales tax, currently 8.25% and may be subject to change without notice.

SERVICES COMMITMENT

When you contract for meeting facilities for food and beverage services, those facilities and services are removed from our inventory and considered sold to you. It is impossible for the hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your services or facilities if you do not use them, either as the result of a cancellation of your meeting or as the result of less than contracted usage of food and beverage functions ("attrition"). In most instances, when groups do not use their contracted services, the hotel is unable to resell those services and even when services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized the hotel at another time, are not resold to groups that have the same needs as the original group, etc. Even when services may be resold, it is costly to re-market the facilities, and such efforts divert the attention of our sales staff from selling the hotel's rooms and facilities at other times. While your meeting rooms have been held out of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, we agree that in the event of cancellation or attrition, the following charges, which represent a reasonable effort on behalf of the hotel to establish its loss prospectively, shall be due as liquidated damages. Because the hotel reasonably expects to derive revenue from your meeting above and beyond that revenue derived from the provision of room nights and food and beverage services, and because it is difficult to estimate the actual revenue which may be derived from your meeting, the amounts due as and for liquidated damages are intended to compensate the hotel for all of its losses associated with cancellation and/or attrition.

ANTICIPATED BANQUET FOOD AND BEVERAGE REVENUE FIGURES

At this time, the required food and beverage minimum is \$3500. All revenue figures are net and not inclusive of taxes, service charge or commissions. We agree to allow for a 5% reduction in each revenue figure, for the purposes of calculating attrition amounts.

ATTRITION

Should your event generate less food and beverage revenue (excluding taxes or service, labor or audio/visual charges, or any other miscellaneous charges incurred for your event) than the anticipated revenues set forth above, an attrition fee will be due. At the conclusion of your meeting, we will subtract the banquet food and beverage revenue derived from your meeting from the Anticipated Banquet Food and Beverage Revenue Figure set forth above (less the 5% allowable attrition). A charge in the amount of 100% of any remaining amount will be posted to your master account, plus applicable taxes and service charges.

CANCELLATION

Cancellation damages will be calculated based upon the date of cancellation listed below and will be as a percentage of total anticipated banquet food and beverage revenue figures as set forth above.

Date of Cancellation	% of Anticipated Revenue due to hotel
0-30 days prior to arrival	90% + applicable taxes and service charges
31-90 days prior to arrival	80% + applicable taxes and service charges
91-180 days prior to arrival	70% + applicable taxes and service charges
More than 180 days prior to arrival	50% + applicable taxes and service charges

Hotel reserves the right to terminate this contract if Hotel owner shall sell, transfer or convey its interest in the property provided Hotel has given at least 30 days notice of the transfer of its interest in the Hotel and termination of this agreement. In the event of any such termination, Hotel shall return all advance payments of the deposits and both parties shall have no further obligation to each other. Hotel may transfer all of its rights and obligations under this agreement to a third party who shall then be solely responsible for the performance of this agreement, and Hotel shall in that case be relieved of all obligations and responsibilities under this agreement upon transfer of all advance payments and deposits received by the Hotel to the new owner.

FORCE MAJEURE

No damages shall be due for a failure of performance due to Acts of God, war, terrorist acts, government regulation, strikes, disaster, or restrictions on commodities or supplies, any one of which make performance impossible.

BILLING PROCEDURES AND DEPOSIT SCHEDULE

The following items shall be charged to the Master Account: banquet food and beverage charges, taxes, service charges, attrition charges, meeting space rental charges, cancellation charges, and any other charges billed to the Master Account at the request of the authorized representative of the group, as designated by the group in advance of the commencement of the meeting.

Pre-payment of your total estimated Master Account will be due at least 30 days prior to your arrival. Under such circumstance, failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation by the group and the group shall be liable for amounts as described in the cancellation provisions.

Payment must be by certified check, credit card or cash. If you prefer, all charges can be paid by credit card, via a Credit Card Authorization form. We accept American Express, Diners Club, Discover Card, MasterCard or Visa.

If you would like to apply for credit, please request a direct bill application and return it to our Accounting Department at least 45 days prior to arrival so that we may attempt to approve credit for your meeting. If you are approved for credit, all master account charges not paid within 30 days of the billing date will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should the hotel, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the master account. In the event that credit is not requested or is not approved, prepayment must be made according to the terms above.

We will accept a government purchase order in lieu of a credit application as a guarantee of payment for the charges outlined in this agreement. If a government purchase order will be used for billing, please return a signed copy of the approved purchase order with this contract.

TAX EXEMPTION

Tax exemption status, if any, must be established prior to your function. To request state, city and/or county exemption, please provide a copy of your exemption certificate with the signed copy of this agreement. Following receipt of the exemption certificate, the hotel will obtain verification of exempt status. Please note that state exemption will not necessarily invoke city exemption. In order to validate exemption, payment must be made with a check from the organization requesting exemption. Any other form of payment will render exemption invalid.

PARKING

All Parking is complimentary.

OUTSIDE VENDORS

The Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel. The Hotel reserves the right to charge a fee for outside services brought into the Hotel and to require the Group and/or outside contractor to provide proof of worker's compensation insurance for employees who will work on Hotel premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Hotel's premises.

Hotel reserves the right to exercise final authority over bands, deejays, musicians, and other entertainment with regard to volume and professionalism, and to require security at the group's expense for any function that the hotel deems necessary. Hotel maintains exclusive control over all connections to house audio, lighting, and electrical systems,

AUDIO-VISUAL

We will be happy to arrange for all audiovisual requirements for your function. We recommend our in house audiovisual company – Gulf Coast Audio, which can provide your equipment needs on a rental basis with charges being, applied to your hotel master account. A service charge of 22% of the entire audiovisual bill is due to the Holiday Inn Beaumont if companies other than Gulf Coast Audio are utilized on our premises. A/V equipment cancelled within 24 hours of the function will result in a charge equal to one days' rental charge.

INSURANCE AND INDEMNIFICATION

Hotel and Volunteer for Democracy Day each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract. Group's insurance policy shall name the Hotel as an additional insured. Damage to the Hotel premises by the Group, its attendees or appointed contractors will be at the Group's responsibility. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel.

The Hotel shall indemnify, defend and hold harmless the Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Hotel's gross negligence in connection with the provision of services or the use of the Hotel facilities. The Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

The Group shall indemnify, defend and hold harmless the Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members' negligence in connection with the use of the Hotel facilities. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

Moreover, the hotel and group will each indemnify and hold harmless the other from any liability arising from violations of the Americans with Disabilities Act by the indemnifying party.

HOTEL POLICIES

Utilities: All electrical services and utilities, including phone, are contracted through the Hotel's Sales Department.

Signage: All signs must be professionally printed and their placement and posting be pre-approved by the hotel. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture.

Distribution of gummed stickers or labels is strictly prohibited. Other Provisions: Flammable substances and pyrotechnics are not allowed. Any damage to hotel as a result of any signs, banners or other items will be billed to Group.

Shipping and Receiving: Boxes/packages may be sent for arrival a maximum of 72 hours prior to group arrival and must be marked with the responsible party's name, group name, plus "Hold for Arrival Date of 02/07/16". All deliveries must be coordinated with hotel personnel prior to function date. Such items are subject to weight restrictions.

Charges will be placed on master account unless otherwise directed. Additional labor charges may be incurred depending on the size of the shipment, at the discretion of the hotel. Hotel will not be responsible for any damages or loss to any packages or boxes. Hotel will assist in the return of packages but will not assume any responsibility of shipping costs or delivery, and items must be packaged and labeled by group for return.

Use of name/logo: Group may not use the Hotel name or logo in any communication without prior approval from Hotel General Manager.

MISCELLANEOUS PROVISIONS

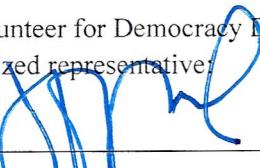
This contract is made and to be performed in Beaumont, Texas, and shall be governed by and construed in accordance with Texas State law. By executing this agreement, Jefferson County Clerks Office consents to the exercise of personal jurisdiction over it by the courts of the State of Texas. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the group and the hotel's General Manager. No representative of the Hotel has been or is authorized to make any representation which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Any legal action in connection with this agreement shall be brought or maintained only in the courts of the State of Louisiana, and only in Jefferson County

ACCEPTANCE

This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the hotel. The persons signing the agreement on behalf of Hotel and Volunteer for Democracy Day each warrant that they are authorized to make agreements and to bind their principals to this agreement.

Acceptance may be made by facsimile, scan or email transmission and must be received back to the hotel by <Date> to confirm on a definite base. This contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

By Volunteer for Democracy Day's
Authorized representative:



Jeff Branick, County Judge
Booking Contact

Date: 1/11/16

By the Hotel's authorized representative:

Sherry Peddy
Catering Manager

Date: _____

Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704



RECEIVED JAN 06 2016

Office (409) 835-8442
Fax (409) 835-8628
eddiearnold@co.jefferson.tx.us

Eddie Arnold
Jefferson County
Commissioner Pct. #1

January 6, 2016

Loma George
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following agenda item on the Jefferson County Commissioners' Court Agenda under County Commissioners for January 11, 2016.

Consider and possible approve, execute, receive and file the reappointment of Lavon Jones, Karl Wadenpfuhl and Susan Haver as commissioner to the Jefferson County Emergency Services District #1 (J.C.E.S.D. #1) Board of Commissioners effective January 1, 2016 – December 31, 2017. Appointment by Commissioner Arnold.

Thank you,

A handwritten signature in blue ink that reads "Eddie Arnold".

Eddie Arnold
County Commissioner, Pct. #1

RECEIVED JAN 06 2016

Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704



Office (409) 835-8442
Fax (409) 835-8628
eddiearnold@co.jefferson.tx.us

*Eddie Arnold
Jefferson County
Commissioner Dist. #1*

January 6, 2016

Loma George
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following agenda item on the Jefferson County Commissioners' Court Agenda under County Commissioners for January 11, 2016.

Consider and possible approve, execute, receive and file the appointment of John L. Johnson as commissioner to the Jefferson County Emergency Services District #1 (J.C.E.S.D. #1) Board of Commissioners effective January 1, 2016 – December 31, 2017. Appointment by Commissioner Arnold.

Thank you,

A handwritten signature in blue ink that reads "Eddie Arnold".

Eddie Arnold
County Commissioner, Pct. #1

RECEIVED JAN 06 2016

Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704



Office (409) 835-8442
Fax (409) 835-8628
eddiearnold@co.jefferson.tx.us

*Eddie Arnold
Jefferson County
Commissioner Pct. #1*

January 6, 2016

Loma George
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following agenda item on the Jefferson County Commissioners' Court Agenda under County Commissioners for January 11, 2016.

Consider and possible approve, execute, receive and file the appointment of Randy Walston as commissioner to the Jefferson County Emergency Services District #4 (J.C.E.S.D. #4) Board of Commissioners effective January 1, 2016 – December 31, 2017. Appointment by Commissioner Arnold.

Thank you,

A handwritten signature in blue ink that reads "Eddie Arnold".

Eddie Arnold
County Commissioner, Pct. #1



Joleen E. Fregia
 Chief Deputy
 E-Mail
joleen@co.jefferson.tx.us

Tim Funchess
 County Treasurer
 1149 Pearl Street – Basement
 Beaumont, Texas 77701

Office (409) 835-8509
 Fax (409) 839-2347
 E-Mail
tfuncsess@co.jefferson.tx.us

January 6, 2016

Judge Jeff R. Branick and
 Commissioners Court
 Jefferson County Courthouse
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of December 31, 2015, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.387%. The interest rate on funds invested in an investment account at Wells Fargo is currently .320%.

The 90 day Treasury interest rate on December 31, 2015 was 0.168% and the interest on your checking accounts for the month of December was .388%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda January 11, 2016, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO
 Enclosure

Agenda should read:

Receive and File Investment Schedule for December, 2015,
 including the year to date total earnings on County funds.

**JEFFERSON COUNTY
MONTH END DECEMBER 31, 2015 INVESTMENT SCHEDULE**

FISCAL YEAR 2015-2016			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	0.084%	\$34,161.39	0.261%
NOVEMBER	0.190%	\$31,363.78	0.284%
DECEMBER	0.168%	\$22,437.18	0.388%
JANUARY			
FEBRUARY			
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		\$ 87,962.35	

**AMENDED ORDER OF THE COMMISSIONERS COURT OF JEFFERSON
COUNTY, TEXAS PROHIBITING FIREARMS FROM BEING BROUGHT INTO
THE COURTHOUSE, COURTHOUSE ANNEX, SUB-COURTHOUSE,
JUVENILE JUSTICE CENTER, ADULT PROBATION OFFICES, JUVENILE
JUSTICE CENTER, OFFICES OF THE JUSTICES OF THE PEACE AND
OFFICES ESSENTIAL TO THE OPERATIONS OF THE COURTS, INCLUDING
HANDGUNS POSSESSED BY A HANDGUN LICENSEE, WHETHER
CONCEALED OR OPENLY CARRIED, EXCEPTING PEACE OFFICERS OR
OTHERS EXPRESSLY AUTHORIZED TO CARRY A GUN IN COURTS OR
COURT OFFICES BY STATUTE, AND PROVIDING FOR THE ERECTION OF
SIGNS IN THESE OFFICES AND AT CORRECTIONAL FACILITIES**

PREFACE

The Commissioners Court supports the right of handgun license holders to carry handguns, however, those involved in the judicial process have a right to safety and security.

WHEREAS, the Texas Legislature passed H.B. 910, making amendments to the Local Government Code and Penal Code making it unlawful for local governments to exclude persons carrying a gun from government buildings if they have a handgun license. An exception in this statute states that a licensee may not carry a handgun onto the premises of court offices; and

WHEREAS, there has been significant confusion over the application of this law and some have taken the position that the handgun prohibition only applies to an actual courtroom or court office and not the other areas of the building in which they are housed. This view does not have a conclusive basis in law. Some have taken the position that a licensee is free to enter the building with a handgun, walk through shared halls, common areas, stairwells, elevators, rooms, etc. as long as the licensee does not enter an actual courtroom or actual office. However, this view disregards the fact that hallways, entrances, common areas, jury rooms, stairways, elevators and restrooms are used by persons involved in the judicial process including judges, jurors, witnesses, parties, prosecutors, attorneys and judicial personnel. Indeed, beyond the use for ingress and egress; jurors, witnesses and parties often wait or are sent out to wait in halls and common areas. Likewise, it would be impossible to conduct judicial proceedings without access to restrooms, the courthouse café and such common areas being made available; and

WHEREAS, the District Courts, County Courts at Law and Justice of the Peace Courts have been consulted and have issued findings and issued orders regarding the areas which are essential to the operations of their courts. These areas include those areas outlined in their findings which are attached and incorporated herein as Exhibit "A" and pertain to the areas of the buildings housing their respective courts which includes the Jefferson County Courthouse, Courthouse Annex, Sub-Courthouse, and those separate buildings

housing Justice of the Peace Courts as well as the Juvenile Justice Center, Adult Probation offices; and

WHEREAS, the Jefferson County Courthouse also houses a correctional facility and possessing a gun on such premises is a felony crime; and

WHEREAS, in divorce cases, child custody disputes, criminal cases, business or land disputes and misdemeanor cases, such proceedings are often emotionally charged and, if handguns were allowed to be carried in those common areas, there would be little to stop a person from coming in contact with judges, judicial officers, jurors, witnesses, prosecutors, attorneys, etc. in common areas, stairwells, hallways, etc. Furthermore, once that entry occurs, in order to keep some semblance of security, a security officer would have to be pulled from his or her regular duties to follow that person to assure the person does not attempt to enter a courtroom or court offices. If this were allowed, the real benefit of having a security check point at the entrance of the Courthouse would be lost because the individual would already be walking in the common areas of the building in the presence of judges, attorneys, prosecutors, parties, witnesses, jurors and court personnel. Furthermore, if the individual does try to enter a courtroom or court-related office, or confront a witness, party, prosecutor, judge or attorney, etc., the officer's response, which could involve the use of force if the person is non-compliant, and in the midst of the courthouse and innocent bystanders. The same is true of establishing separately manned security checkpoints at each courtroom, court office and in the offices of those who are essential to the operations of the courts. We recognize that risks are greater in buildings housing judicial functions because of the emotions attendant to court proceedings; and

WHEREAS, the hallways and common areas of the Courthouse and other buildings housing our courts are routinely filled with people charged with criminal conduct and their associates and persons involved in family law matters or other emotionally charged disputes; this decreases the likelihood that an armed person could be disarmed before using the weapon for a violent purpose; and

WHEREAS, offices of the Adult Probation and Juvenile Probation Departments are devoted to executing orders of the courts and they, as well as the Auditor's and Treasurer's offices do receive payments ordered by the courts, these offices are also essential areas for the functioning of the courts; and

WHEREAS, the premises of the Jefferson County Courthouse and Courthouse Annex are almost exclusively devoted to courts, court offices and a jail, the Courthouse contains a large Jury Impaneling Room along with the offices of the District and County Clerks, the Treasurers and Auditors Offices, electronic monitoring offices to carryout the orders of the courts, these buildings house areas that are connected by common hallways, stairwells, and elevators that make separate security for each area impossible. The Adult Probation offices and Juvenile Detention Center are housed in a separate buildings and

are a dedicated correctional offices and facilities used for functions of the courts. These buildings are hereinafter referred to as "Affected Buildings"; and

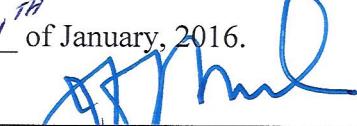
WHEREAS, based upon the findings of the courts, attached hereto, common sense and our knowledge of the general day-to-day activities in the Affected Buildings, knowledge of the layouts of the Affected Buildings, the hallways, common areas, stairwells, elevators, and restrooms, café in the Affected Buildings are integral to the Courts and are offices identified by the courts, and are essential to the operations of the courts. The safety of the judiciary and others involved in the judicial process cannot be adequately protected without prohibiting weapons (including handguns carried by license holders) from being brought into the Affected Buildings by other than licensed peace officers and persons otherwise expressly authorized by statute to carry a weapon on the premises of a court or court offices.

WHEREAS, Sec. 46.15, Penal Code exempts authorized peace officers or security personnel, community supervisors, judicial officers, parole officers, retired police officers, federal criminal investigators, District Attorneys, bailiffs, juvenile probation officers, active duty members of the armed forces and others, such persons should not be prohibited from entering the Affected Areas.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS THAT:

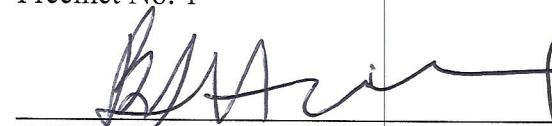
1. The foregoing recitals are incorporated herein as findings of the Commissioners Court;
2. Persons other than licensed peace officers or persons otherwise expressly authorized by statute to carry a weapon on the premises of a court or court offices are prohibited from bringing weapons into the Affected Building areas, (defined hereinabove.) The prohibition shall also apply to handguns carried or possessed by a person having a handgun license or permit, whether the handgun is concealed or carried openly;
3. Signs shall be erected at the entrances to the Affected Buildings giving notice pursuant to Sections 38.11, 46.035, 30.06 and 30.07 of the Texas Penal Code;
4. Expenditures for signage and signage installation are hereby approved.

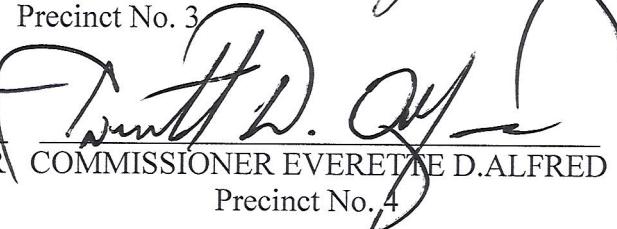
Signed and entered this 11th of January, 2016.


JUDGE JEFF R. BRANICK
County Judge


EDDIE ARNOLD
COMMISSIONER EDDIE ARNOLD
Precinct No. 1


MICHAEL S. SINEGAL
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


BRENT A. WEAVER
COMMISSIONER BRENT A. WEAVER
Precinct No. 2


EVERETT D. ALFRED
COMMISSIONER EVERETT D. ALFRED
Precinct No. 4

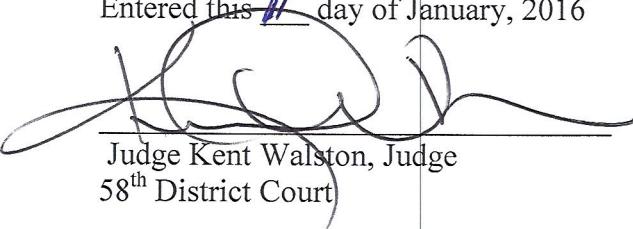
**JOINT ORDER OF THE DISTRICT JUDGES OF JEFFERSON COUNTY,
TEXAS FINDING AREAS ESSENTIAL TO OPERATIONS OF THEIR COURTS**

The District Judges of Jefferson County, Texas hereby find the following areas are essential to the operations of their Courts:

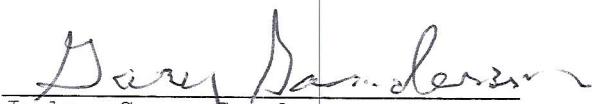
- All District Courtrooms;
- All Judge's Chambers;
- All jury rooms; Court Administrators', court Reporters' and Bailiffs' offices;
- All offices related to the administration of the courts';
- Indigent Defense offices;
- Personal and Bail offices;
- Attorney consultation rooms;
- Restrooms (which are used by jurors, parties, witnesses and attorneys);
- Visiting Courtroom and Courtrooms in the Courthouse Annex;
- District Clerks' offices;
- Offices of the District Attorney;
- All hallways, stairwells, elevators or common areas in the Jefferson County Courthouse, the Courthouse Annex and sub-Courthouse used to access any of the foregoing or which are used as waiting areas for parties, witnesses, jurors and attorneys;
- Jury Impaneling Room;
- Offices of the County Treasurer and Auditor where court funds are deposited;
- Offices of the Jefferson County Adult Probation Office.

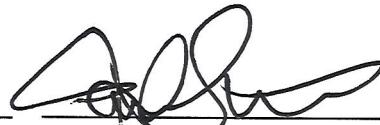
In addition, the Judges of the 279th and 317th District Courts find that the offices of the Minnie Rogers Juvenile Justice Center are essential to the operations of their courts. As part of these findings it is found that the hallways, common areas, stairwells, elevators, restrooms and courthouse café are all used by jurors, witnesses, attorneys, parties and judicial personnel. Use of these areas is integral and necessary to the operations of our courts as jurors, parties, witnesses and attorneys are required to wait in these hallways and common areas.

Entered this 4th day of January, 2016


Judge Kent Walston, Judge
58th District Court


Judge Milton G. Shuffield
136th District Court


Judge Gary Sanderson
60th District Court



Judge Donald Floyd
172nd District Court

Judge John Stevens
Criminal District Court

Judge Raquel West
252nd District Court

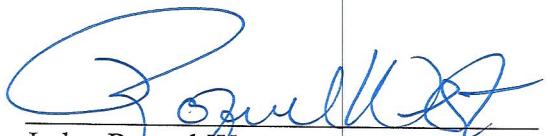
Judge Larry Gist
Drug Impact Court

Judge Larry Thome
311th District Court

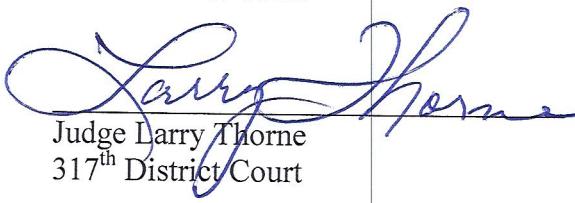
Judge Randy Shelton
279¹ District Court



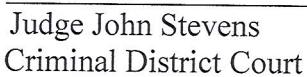
Judge Donald Floyd
172nd District Court



Judge Raquel West
252nd District Court



Judge Larry Thorne
317th District Court



Judge John Stevens
Criminal District Court



Judge Larry Gist
Drug Impact Court



Judge Randy Shelton
279th District Court

JOINT ORDER OF THE JUSTICES OF THE PEACE OF JEFFERSON
COUNTY, TEXAS FINDING AREAS ESSENTIAL TO OPERATIONS OF
THEIR COURTS

The Justices of the Peace of Precincts 1 and 2 of Precinct 1, and the Justices of the Peace of Precincts 2,4,6,7 and 8 of Jefferson County find the following are essential to the operations of their Courts:

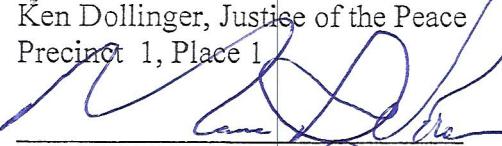
- JP Courtroom;
- Judge's Chambers;
- JP Court Clerk offices;
- Constable Offices for Precincts 1,2,4,6,7 and 8 (Bailiffs)
- Restrooms (which are used by jurors, parties and attorneys);
- All hallways or common areas, and entrances of the Jefferson County Courthouse, the Courthouse Annex, the Jefferson County Sub-Courthouse and the other buildings housing Justice Courts used to access any of the foregoing, and used for waiting areas for jurors, witnesses and parties.

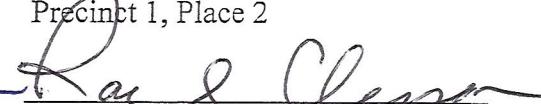
As part of these finds it is found that the hallways, common areas, stairwells, elevators, and restrooms are all used by jurors, witnesses, attorneys, prosecutors, judicial personnel. Use of these areas is integral to the operations of our courts. In addition, jurors, parties and witnesses often wait or are required to wait in hallways and common areas.

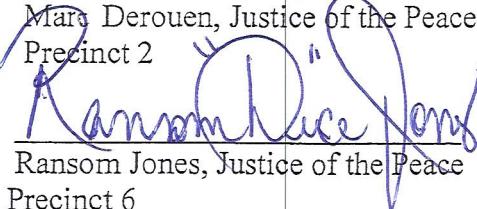
Entered this 11th day of January, 2016

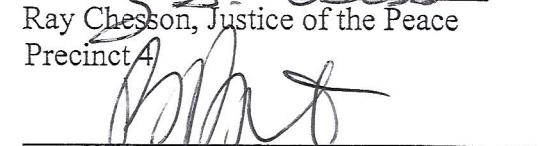

Ken Dollinger, Justice of the Peace
Precinct 1, Place 1

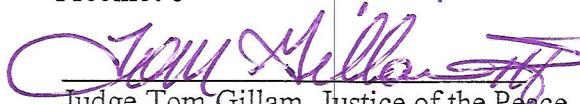

Nancy Beaulieu, Justice of the Peace
Precinct 1, Place 2


Mara Derouen, Justice of the Peace
Precinct 2


Ray Chesson, Justice of the Peace
Precinct 4


Ransom Jones, Justice of the Peace
Precinct 6


Brad Burnett, Justice of the Peace
Precinct 7

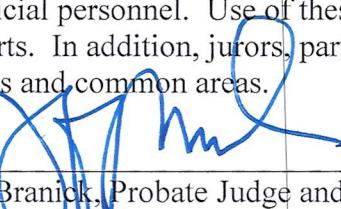

Judge Tom Gillam, Justice of the Peace
Precinct 8

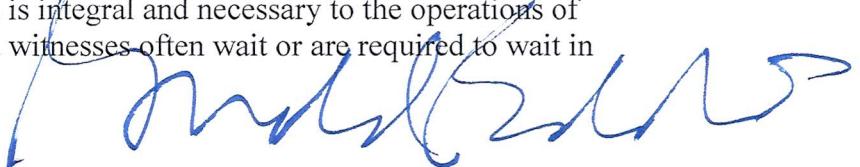
**JOINT ORDER OF COUNTY COURTS OF JEFFERSON COUNTY, TEXAS
FINDING AREAS ESSENTIAL TO OPERATIONS OF THEIR COURTS**

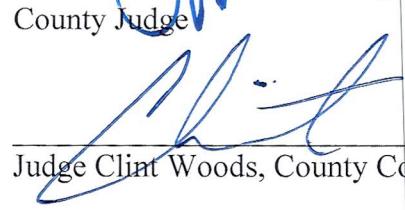
The County Judge and Judge of the Commissioners Court and Probate Court and the Judges of the County Court at Law and Judges of County Courts No. 1 and No. 2 hereby find that the following are essential to the operations of their Courts:

- All County Court at Law and Commissioners Court and Probate Court courtrooms;
- All Judge's Chambers;
- All jury rooms;
- The Jury Impaneling Room;
- Court Administrators and Court Reporters offices;
- All offices related to the administration of the courts;
- District Attorney and Indigent Counsel offices;
- County clerk's office;
- Personal and bail bond offices;
- Attorney consultation rooms;
- Break rooms and rooms used for storage of forms, pick-up boxes for bondsmen and others and consultation;
- Restrooms (which are used by jurors, parties and attorneys);
- All hallways, stairwells, elevators, or common areas in the Jefferson County Courthouse, Courthouse Annex and the Sub-Courthouse used to access any of the foregoing areas and which are used as waiting areas for jurors, witnesses and parties;
- All offices of the Jefferson County Adult Probation Department.

As part of these findings, it is found that the hallways, common areas, stairwells, elevators and restrooms are all used by jurors, witnesses, attorneys, prosecutors, parties and judicial personnel. Use of these areas is integral and necessary to the operations of our courts. In addition, jurors, parties and witnesses often wait or are required to wait in hallways and common areas.


Jeff R. Branick, Probate Judge and
County Judge


Judge Gerald Eddins, County Court at Law


Judge Clint Woods, County Court No 3


Judge Cory Crenshaw, County Court No.2

Regular, January 11, 2016

There being no further business to come before the Court at this time,
same is now here adjourned on this date, January 11, 2016