SPECIAL, 12/4/2017 1:30:00 PM

BE IT REMEMBERED that on December 04, 2017, there was begun and holden a SPECIAL 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 (ABSENT)

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

Honorable Zena Stephens, Sheriff (ABSENT)

CHIEF DEPUTY COOPER

Honorable Carolyn L. Guidry , County Clerk

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

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 December 04, 2017

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **11:00 AM,** on the **04th** day of **December 2017** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** 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:

Immediately following Commissioners' Court-Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.072 to deliberate the purchase, exchange, lease or value of real property because deliberation in an open meeting would have a detrimental effect on the position of Jefferson County in negotiations with a third party.

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four

PURCHASING:

1. Consider and approve specifications for Request for Proposals (RFP 17-048/YS), Automated Teller Machines (ATM) Installation and Operation for Jefferson County.

SEE ATTACHMENTS ON PAGES 10 - 55

Motion by: Commissioner Arnold
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

2. Execute, receive and file an Engagement Letter for (RFP 14-019/JW), Auditing Services for Jefferson County with Pattillo, Brown, & Hill, L.L.P. for an additional one year extension from August 8, 2017 through August 7, 2018. One year extension was approved July 17, 2017.

SEE ATTACHMENTS ON PAGES 56 - 64

Motion by: Commissioner Arnold
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

3. Consider and approve award, execute, receive and file contract for (RFP 17-032/YS) Emergency Debris Removal Services (In Response to Hurricane Harvey) for Jefferson County with DRC Emergency Services, LLC.

SEE ATTACHMENTS ON PAGES 65 - 307

Motion by: Commissioner Arnold
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

4. Consider and approve, execute, receive and file an agreement (Agreement 17-049/JW) with LexisNexis and Jefferson County for LexisNexis Advance website access subscription for the 58th District Court. This agreement is for a one-year term (February 1, 2018 through January 31, 2019), at a monthly cost of $69.00.

SEE ATTACHMENTS ON PAGES 308 - 310

Motion by: Commissioner Arnold
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

COUNTY AGRILIFE EXTENSION:

5. Consider a presentation by Dale A. Fritz, Ph.d, Texas AgriLife Extension Service, to introduce Mrs. Paula Tacker as a candidate to fill the current vacancy and possibly approve her as the Jefferson County Extension Agent-Family and Community Health position.

Motion to approvecandidate by Commissioner Arnold and seconded by Commissioner Weaver

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

COUNTY AIRPORT:

6. Consider and possibly grant approval for CASA of Southeast Texas to use Airport property on Saturday, December 16th, 2017 for a Santa Fun Run 5K charity event to raise money for programs that help neglected and abused children in Southeast Texas.

SEE ATTACHMENTS ON PAGES 311 - 312

Motion by: Commissioner Weaver
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

7. Consider and possibly authorize the County Judge to execute agreement number AJW-FN-CSA-18-SW-001895 Limited Design and Implementation Reimbursable Agreement between the Department of Transportation Federal Aviation Administration and Jack Brooks Regional Airport for FAA resident engineer oversight of construction associated with taxiway modifications.

SEE ATTACHMENTS ON PAGES 313 - 323

Motion by: Commissioner Weaver
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

8. Consider and possibly approve a Resolution authorizing the Airport Manager to file necessary amendments to current PFC applications and a new application with the FAA for the continuation of the imposition of a Passenger Facility Charge at the rate of $4.50 and the expenditure of revenues from the PFC at the Jack Brooks Regional Airport in accordance with the Airport Capital Development Program.

SEE ATTACHMENTS ON PAGES 324 - 324

Motion by: Commissioner Weaver
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

COUNTY AUDITOR:

9. Consider and approve electronic disbursements for the following items: 1. $400,945.89 to LaSalle for revenue received from entities for inmate housing.

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

10. Regular County Bills - check #440768 through checks #440914.

SEE ATTACHMENTS ON PAGES 325 - 331

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

COUNTY CLERK:

11. Consider and possibly approve a Resolution authorizing the Democratic Party and the Republican Party of Jefferson County to enter into a 2018 Joint Primary Election Services contract with the Jefferson County Clerk, as the County Election Officer.

SEE ATTACHMENTS ON PAGES 332 - 332

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

COUNTY COMMISSIONERS:

12. Receive and file executed Amended Tax Abatement Agreements between Jefferson County and Golden Pass Products LLC for Trains 1, 2 and 3.

SEE ATTACHMENTS ON PAGES 333 - 345

Motion by: Commissioner Weaver
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

13. Receive and file executed order levying taxes for Port of Port Arthur Navigation District of Jefferson County, Texas Unlimited Tax Port Improvement Bonds, Series 2017A.

SEE ATTACHMENTS ON PAGES 346 - 352

Motion by: Commissioner Weaver
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

14. Consider and possibly approve an Order Waiving filings fees for easements granted in furtherance of work authorized by TxCDBG Contract No. 7216231.

SEE ATTACHMENTS ON PAGES 353 - 354

Motion by: Commissioner Weaver
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

15. Consider, possibly approve and authorize the County Judge to execute TxCDGB Contract Amendment/Modification Request A1101 for Contract No. 7216231 to authorize payments for necessary easements.

SEE ATTACHMENTS ON PAGES 355 - 356

Motion by: Commissioner Weaver
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

16. Consider and possibly approve a Resolution for Jefferson County Adopt-a-Road Program.

SEE ATTACHMENTS ON PAGES 357 - 357

Motion by: Commissioner Weaver
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

ADDENDUMS

17. Consider and possibly approve an ORDER AUTHORIZING THE JEFFERSON COUNTY ENVIRONMENTAL CONTROL DEPARTMENT TO ISSUE A BLANKET PERMIT FOR PLACEMENT OF FEMA MULTI-HOUSING UNITS OR R.V.'s IN AREAS BELOW BASE FLOOD ELEVATION.

SEE ATTACHMENTS ON PAGES 358 - 358

Action: TABLED

ENGINEERING:

18. Execute, receive and file Utility Permit 10-U-17 to Entergy for the construction of telecommunications for the fiber optic cable route along portions of Park Street in Port Neches. This project is located in Precinct No 2.

SEE ATTACHMENTS ON PAGES 359 - 398

Motion by: Commissioner Weaver
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

PUBLIC HEALTH:

19. Consider, possibly approve and authorize the County Judge to execute an Affiliation Agreement between Jefferson County and Lamar Institute of Technology for the education of Pharmacy Technician Students. (This is a renewal of the existing agreement.)

SEE ATTACHMENTS ON PAGES 399 - 405

Motion by: Commissioner Alfred
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

DISTRICT ATTORNEY:

20. Consider, approve, and ratify out of state travel for Investigator Marcelo Molfino. Investigator Molfino will be attending the Berla training to be certified in operating the Berla system for use in the District's Attorney's office and will assist all area law enforcement agencies. This training will be conducted in Kansas City, Missouri from December 3-8, 2017. The trip is of no cost to County funds as it will be funded through the District Attorney's Forfeiture Account and such use of funds is allowed by Chapter 59 of the Texas Code of Criminal Procedure.

SEE ATTACHMENTS ON PAGES 406 - 406

Motion by: Commissioner Alfred
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Action: APPROVED

_____

Jeff R. Branick
County Judge

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Request for Proposal

December 4, 2017

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 17-048/YS, Automated Teller Machines (ATM) Installation and Operation for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm, or by calling 409-835-8593.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Offerors shall forward an original and five (5) hard 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.

PROPOSAL NAME:	**Automated Teller Machines (ATM) Installation and Operation for Jefferson County**
PROPOSAL NO:	**RFP 17-048/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, January 9, 2018**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer**,** Contract Specialist, and ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the proposal submission 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 – December 6, 2017 and December 13, 2017

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Proposal Submissions:

Offeror is responsible for submitting:

- One (1) *original* proposal copy to include a completed copy of this specifications packet, in its entirety.
- Five (5) numbered proposal *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal submission and any other documentation requested within these specifications.

Additionally, Offeror must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

http://www.co.jefferson.tx.us/purchasing/main.htm

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 email address, 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 Automated Teller Machines (ATM) Installation and Operation 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* proposal to include a completed copy of this specifications packet in its entirety; **and** five (5) numbered proposal *hard copies* to include at a minimum
all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications.

Each Offeror shall ensure that required parts of the response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

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

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

Offeror Must Complete and Return This Page With Offer.

1. Introduction to Offerors

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Automated Teller Machines (ATM) Installation and Operation.

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, Jefferson County Purchasing Agent, 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

Offerors are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Proposal Submission.

1.14 Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.15 Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, a contract (executed in response to this Request for Proposal) may be subjected to unusual usage. Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in the contract shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the contract, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

1.16 Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose
any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/.
The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by

small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

1.17 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.

1.18 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.

1.19 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.

1.20 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.

1.21 Ownership of Proposal

All proposals become the property of Jefferson County and will not be returned to Offerors.

1.22 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.

1.23 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.

1.24 Assignment

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.25 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.

1.26 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 Offeror 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.

1.27 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.

1.28 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.

1.29 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.

1.30 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.

1.31 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.

1.32 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.

1.33 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.

1.34 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.

1.35 Insurance

The contractor (including any and all subcontractors as defined in Section 1.36.1.3 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; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

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)

1.36 Workers' Compensation Insurance

1.36.1 Definitions:

1.36.1.1 **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.

1.36.1.2 **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.

1.36.1.3 **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.

1.36.2 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.

1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.

1.36.4 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.

1.36.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.36.5.1 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

1.36.5.2 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.

1.36.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.36.7 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.

1.36.8 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.

1.36.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.36.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory

requirements providing of Texas Labor Code, Section 401.011(44) for all its employees services on the project, for the duration of the project.

1.36.9.2 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.

1.36.9.3 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.

1.36.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.36.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.36.9.4.2 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.

1.36.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.36.9.6 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

1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.

1.36.10 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.

1.36.11 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.

1.37 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CDT, Tuesday, January 8, 2018, to:

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

Courthouse Security: Offerors are advised that all visitors to the Courthouse must pass through Security. Offerors planning to hand deliver proposal 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. Offerors are strongly urged to plan accordingly.

County Holidays – 2018:

January 15	Monday	Martin Luther King, Jr. Day
February 19	Monday	President's Day
March 30	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
November 12	Monday	Veteran's Day
November 22 & 23	Thursday & Friday	Thanksgiving
December 24 & 25	Monday & Tuesday	Christmas
January 1, 2019	Tuesday	New Year's

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.

Proposal Submissions shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED PROPOSAL." The outside of the envelope or box shall also include: Proposal Number, Proposal Name, Proposal Due Date, Offeror's Name and Address; and shall be addressed to the Purchasing Agent.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

1.38 Proposal Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/request for statement of qualifications submission deadline, the bid/proposal/request closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of proposal

will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

1.39 Questions

Questions may be emailed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

1.40 Tentative Schedule of Events

December 4, 2017	Issuance of Request for Proposal
December 18, 2017	Deadline for emailed questions
January 9, 2018	Deadline Submission (late proposals will not be considered)
January 10, 2018	Proposals distributed to Evaluation Committee
January 12, 2018	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
January 16, 2018	Conduct Interview/Best and Final Offer/Short List
January 22, 2018	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.

The County requests that proposal submissions NOT be bound by staples or glued spines.

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.

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, January 9, 2018, 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 Automated Teller Machines (ATM) Installation and Operation for Jefferson County 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* proposal to include a completed copy of this specifications packet in its entirety; and five (5 numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications, should be mailed or delivered to:

  Jefferson County Purchasing Department
  1149 Pearl Street, 1st 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

Jefferson County seeks a contractor to provide Automated Teller Machines (ATM) Installation and Operation at various County facilities.

There is currently a $2.00 charge per transaction, $1.00 of which is paid to Jefferson County for each transaction per quarter.

4.2 Current and Possible Locations for ATMs

The following table shows current and possible additional locations for ATMs, as well of description of the use and traffic of each location.

	Locations	Description	Contact
1	Historic Courthouse 1149 Pearl Street New Courthouse 1001 Pearl Street Beaumont	The two courthouses (which are connected) are used by approximately 500+ County employees, as well as members of the public. The two buildings include courts, justice of the peace offices, tax offices, and a café. There is currently an ATM in the first floor hallway connecting the two buildings.	David Knight 409-835-8511
2	Annex I 215 Franklin St. Beaumont	Adjacent to the courthouses, this building is used by approximately 40 County employees, as well as by members of the public. The building includes court rooms and a justice of the peace office. The building does not currently have an ATM.	David Knight 409-835-8511
3	Annex II 820 Neches St. Beaumont	This building contains the Adult Probation Department, and is used by approximately 50+ County employees and numerous members of the public. The building does not currently have an ATM.	David Knight 409-835-8511
4	Mid County Tax Office 4605 Jerry Ware Dr. Beaumont	This building is used by approximately 11 County employees, as well as by members of the public. The building does not currently have an ATM.	Frank Adams 409-727-2173
5	Subcourthouse 525 Lakeshore Dr. Pt. Arthur	This building is used by approximately 50 County employees, as well as by members of the public. The building includes courts, justice of the peace offices, and a tax office. There are currently two ATMs at this location.	Mark Bernard 409-983-8307
6	Jack Brooks Regional Airport – Main Terminal	The airport has two gates, which served approximately 36,000 passengers in 2010. There are approximately 13 employees working at the airport. There is currently an ATM at this location.	Alex Rupp 409-719-4900

	Location: Ford Park	Description	Contact
7	Ford Park Arena, Amphitheater, Fairgrounds, Ball Fields, Exhibit Hall 5115 1H10 South, Beaumont	There are approximately 10-12 employees at Ford Park. The number of visitors varies considerably with the schedule of events at these venues. There are currently ATMs at the Arena and Amphitheater. However, additional ATMs (to be included in this bid) are to be installed and operated at: Ford Park Ball Fields (1 machine), Exhibit Hall (1 machine), and inside Ford Arena on the concourse (1 machine). **Portable ATMs**: Portable ATMs (1-2) machines are to be accessible for events at the Ford Park Pavilion or Barn/Midway. **All ATMs at Ford Park**: Must have 24/7 tech support; with the ability to dispatch a local tech for service or refill on weekends and holiday.	Claudio Oliveira 409-951-5400

The successful Contractor will have the option of investigating the feasibility of placing ATMs in other County buildings.

4.3 Security Requirements

ATMs provided shall include up-to-date security features to discourage misuse of the machines.

4.4 Installation Requirements

The successful vendor shall install ATMs within 30 days of award. The vendor shall coordinate installation with the designated point of contact at each location.

4.5 Service Requirements

Respondents shall provide plans for service requirements, including service call response time, frequency of maintenance, etc.

4.6 ADA Requirements

Proposals shall include information showing that respondents' machines comply with requirements of the Americans with Disabilities Act (ADA), including Section 308.2 of the 2010 ADA Standards for Accessible Design, as follows:

§308.2 Forward Reach.

§308.2.1 Unobstructed. Where a forward reach is unobstructed, the high forward reach shall be 48 inches (1220 mm) maximum and the low forward reach shall be 15 inches (380 mm) minimum above the finish floor or ground.

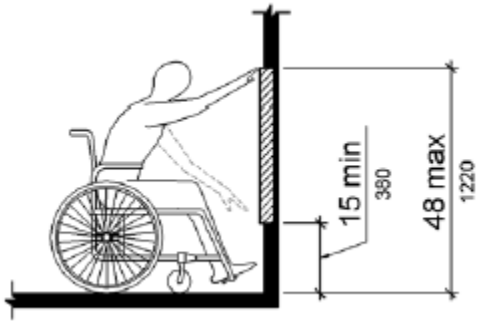

Figure 308.2.1 Unobstructed Forward Reach

§308.2.2 Obstructed High Reach. Where a high forward reach is over an obstruction, the clear floor space shall extend beneath the element for a distance not less than the required reach depth over the obstruction. The high forward reach shall be 48 inches (1220 mm) maximum where the reach depth is 20 inches (510 mm) maximum. Where the reach depth exceeds 20 inches (510 mm), the high forward reach shall be 44 inches (1120 mm) maximum and the reach depth shall be 25 inches (635 mm) maximum.

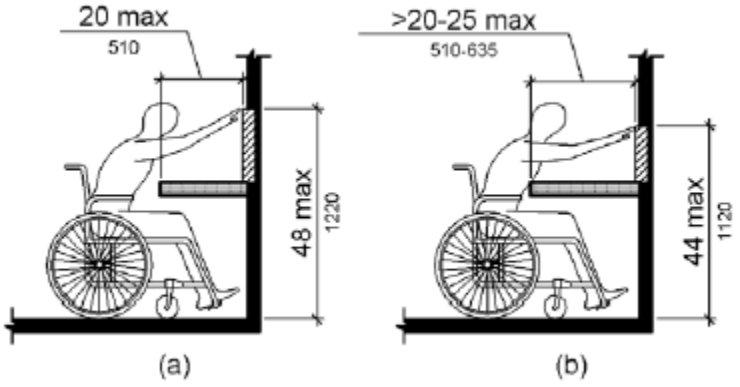

Figure 308.2.2 Obstructed High Forward Reach

308.3 Side Reach.

§308.3.1 Unobstructed. Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches (1220 mm) maximum and the low side reach shall be 15 inches (380 mm) minimum above the finish floor or ground.

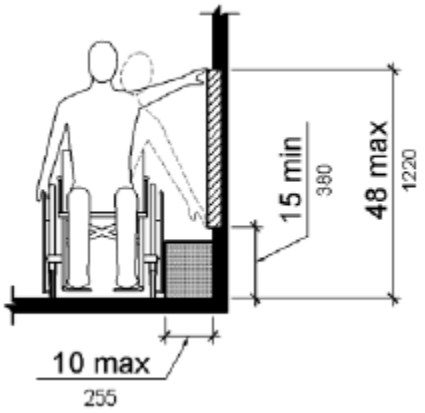

Figure 308.3.1 Unobstructed Side Reach

§308.3.2 Obstructed High Reach. Where a clear floor or ground space allows a parallel approach to an element and the high side reach is over an obstruction, the height of the obstruction shall be 34 inches (865 mm) maximum and the depth of the obstruction shall be 24 inches (610 mm) maximum. The high side reach shall be 48 inches (1220 mm) maximum for a reach depth of 10 inches (255 mm) maximum. Where the reach depth exceeds 10 inches (255 mm), the high side reach shall be 46 inches (1170 mm) maximum for a reach depth of 24 inches (610 mm) maximum.

4.7 Definitions

4.7.1 "Addenda" – Means any written or graphic instruments issued by Jefferson County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

4.7.2 "Agreement" – Is that agreement which is actually executed by Jefferson County and the Successful Respondent.

4.7.3 "Incidental Interests" – Shall include all contractual rights involving the Jail to which Jefferson County is a party, if any, including, without limitation, all leases, licenses, easements and permits affecting the Jail.

4.7.4 "Notice" – Is that Legal Notice which refers to the Agreement and this RFP and which was printed in the Beaumont Enterprise and The Port Arthur News on November 17 and November 24, 2010, newspapers of general circulation in Jefferson County, Texas on at least two separate dates. A copy of the Notice is attached as the cover page for the RFP package.

4.7.5 "Proposal Documents" – The Legal Notice, RFP including attachments, and any Addenda issued by Jefferson County prior to the consideration of any Proposals.

4.7.6 "Proposal Form" – The form attached to this RFP package as Appendix A.

4.7.7 "Proposal" – Is a complete, properly signed response submitted in accordance with this RFP which is irrevocable during the specified period for evaluation and acceptance of Proposals, and, once an RFP is accepted by Jefferson County, it constitutes agreement by the Successful Respondent to execute a contract document in substantially the same form as the Proposed Agreement, with any revisions or modifications expressly agreed upon by the Successful Respondent and Jefferson County.

4.7.8 "Respondent" – A person or entity who submits a proposal in response to this RFP.

4.7.9 "RFP" – Refers to this document, together with the attachments thereto, and Notice.

4.7.10 "Successful Respondent" – The responsible Respondent who, in Jefferson County's sole opinion, submits the Proposal which is in the best interest of Jefferson County, taking into account factors including but not limited to cost, experience, and competency of Respondent, and to whom Jefferson County intends to award the Agreement.

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.

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 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 five (5) 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 the 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 reworked 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: Jefferson County Auditor's Office, Jefferson County Purchasing Department, Jefferson County District Attorney's Office, Jefferson County Human Resources.

6.4 Evaluation Criteria:

a. Cost – 40%

The proposal shall fully detail and identify all revenue to be received by the County

b. Qualifications – 30%

The proposal shall fully detail the Offeror's qualifications and past experience at operating a facility of this type (include references).

c. Adherence to Security Features – 10%

The proposal shall list at least three (3) references from current clients.

d. Adherence to ADA Standards – 10%

e. Service Call Response Time – 10%

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

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

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this RFP.

Cost will be a factor in the County's selection process.

The undersigned bidder, having become familiar with this Invitation for Bids agrees to furnish Automated Teller Machines at various locations within Jefferson County on an as-needed basis in accordance with the Agreement.

1. The Bidder will charge a transaction fee of $_____ per transaction. This amount will not include any additional fees charged by customers' financial institution.
2. Estimated number of persons who, because they have an account with bidder, will pay no transaction fee to bidder: _____
3. Amount to be paid to Jefferson County for each transaction on a quarterly basis: $_____.
4. Response time for service calls: _____.

The undersigned hereby certifies that he or she has read the terms of this RFP and understands that Jefferson County reserves the right to waive any informality in or to reject any or all bids.

Company: _____

Address: _____

Telephone: _____ Fax: _____

Contact Name (please print): _____

Authorized Signature: _____

State of Incorporation or Primary Place of Business:

Company Name:	
Authorized Signature:	
Title:	

Offeror Must Complete and Return This Page With Offer.

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: _____

Offeror Must Complete and Return This Page With Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) 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 OFFER.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Offeror Must Complete and Return This Page With Offer.

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	

<u>Offeror Must Complete and Return This Page With Offer.</u>

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your proposal.

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

<u>Offeror Must Complete and Return This Page With Offer.</u>

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: p Yes p 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.

Offeror Must Complete and Return This Page With Offer.

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 SUCONTRACTOR 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: _____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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.

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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: _____

Offeror Must Complete and Return This Page 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: _____

Offeror Must Complete and Return This Page With Offer.

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.

<u>Offeror Must Complete and Return This Page With Offer.</u>

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_____, 2017.

_____
Notary Public in and for
the State of _____

<u>Offeror Must Complete and Return This Page With Offer.</u>

PB&H
PATTILLO, BROWN & HILL, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

November 21, 2017

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

Dear the Commissioners' Court and County Judge:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County (the "County"), as of September 30, 2017, and for the year then ended, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

In addition, we will audit the County's compliance over major federal and state award programs for the period ended September 30, 2017. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the County's major federal and state award programs.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and certain pension related information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis.
- Budgetary Comparison Information
- Schedule of Changes in Net Pension Liability and Related Ratios
- Schedule of Employer Contributions
- Other Post-employment Benefits – Schedule of Funding Progress

Supplementary information other than RSI will accompany the County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and Individual Fund Statements and Schedules
- Schedule of Expenditures of Federal and State Awards.

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section.
- Statistical Section.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, Summary Schedule of Prior Audit Findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (*Uniform Guidance*); and the State of Texas' *Uniform Grant Management Standards* (*UGMS*). Those standards, the *Uniform Guidance*, and *UGMS* require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, the *Uniform Guidance* and *UGMS*.

In making our risk assessments, we consider internal control relevant to the County's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the County's basic financial statements. Our report will be addressed to the governing body of the County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the County's major federal and state award programs compliance will be conducted in accordance with the requirements of the *Single Audit Act*, as amended, the *Uniform Guidance*, and *UGMS*, and will include tests of accounting records, a determination of major programs in accordance with the *Uniform Guidance* and *UGMS* and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The *Uniform Guidance* and *UGMS* require that we also plan and perform the audit to obtain reasonable assurance about whether the County has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal and state award programs. Our procedures will consist of determining major federal and state programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* and *UGMS* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. The purpose of those procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the *Uniform Guidance* and *UGMS*.

Also, as required by the *Uniform Guidance* and *UGMS*, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;

2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;

3. For safeguarding assets;

4. For identifying all federal and state awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the *Uniform Guidance* generally received after December 26, 2014;

5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the *Uniform Guidance* and *UGMS* requirements;

6. For the design, implementation, and maintenance of internal control over compliance;

7. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal and state award programs;

8. For following up and taking corrective action on reported audit findings from prior periods and preparing a Summary Schedule of Prior Audit Findings;

9. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;

10. For submitting the reporting package and data collection form to the appropriate parties;

11. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;

12. To provide us with:

    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal and state award programs, such as records, documentation, and other matters;

    b. Additional information that we may request from management for the purpose of the audit; and

    c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

13. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year periods under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;

14. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets; and

15. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With respect to any nonattest services we perform, such as preparation of the Schedule of Expenditures of Federal and State Awards and related note disclosures, the County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees and Timing

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	November 2017
Perform year-end audit procedures	January 2018
Issue audit reports	March 2018

Chris Pruitt is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Pattillo, Brown & Hill, L.L.P.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.), except that we agree that our gross fee, including expenses, will not exceed $71,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If you elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, L.L.P. and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal and state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill, L.L.P.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

We will also be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,
Pattillo, Brown & Hill, L.L.P.

Chris Pruitt

Chris Pruitt, CPA
Waco, Texas

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Jefferson County, by:

Name: _____

Title: COUNTY JUDGE

Date: DECEMBER 4, 2017

ATTEST:
Carolyn L. Guidry
Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

CONTRACT FOR DISASTER DEBRIS REMOVAL AND RELATED SERVICES

THIS CONTRACT FOR DISASTER DEBRIS REMOVAL AND RELATED SERVICES entered into on this 4th day of DECEMBER 2017 (hereafter "Contract" or "Agreement"), by and between JEFFERSON COUNTY (hereafter the "Government"), represented herein by it authorized representative below, and DRC Emergency Services, LLC (hereafter "Contractor" or "DRC"), represented herein by it authorized representative below.

WITNESSETH that Government and Contractor, in consideration of the mutual covenants, promises and agreements set forth herein agree as follows:

SCOPE OF CONTRACT: The Contractor shall perform and provide all those services and work for the benefit of the Government in accordance with and as set forth in the "Contract Documents" defined below.

CONTRACT TERM: The initial term of this Contract shall be from 12/4, 2017 through 12/3, 2018 with 0 renewal options of one year each.

CONTRACT DOCUMENTS: The "Contract Documents" consist of:

(a) The Government's Emergency Request for Proposals No. 17-032/YG, all documents reference therein, and any prior amendments thereto (collectively, the "RFP");

(b) Contractor's Certification Regarding Lobbying attached hereto as Exhibit "A";

(c) Contractor's Proposal submitted in response to the RFP.

All of the above-described Contract Documents are expressly adopted and incorporated herein by reference and form part of this Contract.

THUS DONE AND SIGNED, the parties have caused this Contract to be duly executed intending to be bound thereby on this 4th day of DECEMBER 2017.

JEFFERSON COUNTY

(Signature)

JEFF BRANICK

(Print Name)

DRC EMEREGENCY SERVICES, LLC

(Signature)

Kristy Fuentes

(Print Name)

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

EXHIBIT "A" CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and. submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

DRC EMERGENCY SERVICES, LLC

KRISTY FUENTES, VICE-PRESIDENT

Date: 11/29, 2017

ACKNOWLEDGMENT OF EACH SECTION

DRC acknowledges and will conform to all of the requirements of the RFP and each section within.

DRC EMERGENCY SERVICES
Striking Back.

PO Box 17017 • Galveston, TX 77552 • (888) 721-4372 • Fax: (504) 482-2852
www.drcusa.com

October 24, 2017

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

Re: Emergency Debris Removal Services (In response to Hurricane Harvey) for Jefferson County
RFP No. RFP 17-032/YS

Dear Ms. Clark,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and Jefferson County our proposal to provide Emergency Debris Removal Services as required in the above referenced RFP. DRC has had the privilege of holding the debris removal 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.

DRC ES is among the leading disaster management companies in the United States. Our services include emergency debris removal; disaster management—including temporary housing, workforce housing and life support—as well as required FEMA documentation; debris management; right-of-way maintenance; marine debris, salvage and recovery; vehicle and vessel removal and processing; technical assistance and project management; construction and construction management; demolition; and landfill management.
Following Hurricane Ike in 2008, DRC ES established a single-day productivity record for post-disaster debris removal in the City of Houston as recognized by FEMA. DRC ES also holds a 27-year record of 100% federal reimbursement for eligible work performed.
DRC has an office in Galveston, Texas, which is located less than two hours away from Jefferson County. Additionally, DRC currently has full crews deployed and working in Jefferson County in response to Hurricane Harvey. Our additional office locations New Orleans, Louisiana, Semmes, Alabama, Surf City, North Carolina, and West Palm Beach Florida provide us with

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.

Corporate officers with legal signing authority to bind DRC ES to the terms and conditions of this proposal include: John Sullivan, President; Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

The Regional Manager for Jefferson County is Paul Begnaud who can be reached at (888) 721-4372, by cell: (409) 750-1771 or by email: PBegnaud@drcusa.com.

This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your RFP. DRC accepts the terms and conditions of the contract resulting from this RFP and takes no exceptions to the RFP. 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,

Kristy Fuentes
Vice President, Secretary, Treasurer

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 sole Manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of January 19, 2016.

WHEREAS, Section 4.2 of the Company's Second Amended and Restated Operating Agreement dated January 20, 2016 (as amended, the "LLC Agreement") and the Act permit the Manager of the Company to take the following actions; and

WHEREAS, the undersigned, DRC Equity LLC, 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:

Name	Office/Capacity
John R. Sullivan	President
Kristy Fuentes	Vice President of Business Development, Secretary and Treasurer

2. The officers listed above 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 to the same counterpart. This written consent shall be filed with the minutes of the proceedings of the Manager of the Company.

[SIGNATURE PAGE FOLLOWS]

Dated effective as of the date first written above.

DRC EMERGENCY SERVICES LLC

By: **DRC EQUITY, LLC**
a Texas limited liability company
Its: Manager

By: John R. Sullivan
Its: President

EXECUTIVE SUMMARY

For over 27 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 27 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 27 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
- Civil, Heavy, and Recovery Construction
- Oil Spill Response and Mining
- Right-of-way maintenance
- Beach Renourishment
- Canal Bank Stabilization
- Drainage Improvement Projects
- Hazardous Waste Segregation
- Environmental Control
- Traffic Control
- Tree Trimming and Removal
- Emergency Supplies and Support

"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

DRC is capable of handling all or part of any disaster remediation including the FEMA reimbursement process. DRC companies and affiliates have the experience, personnel, and equipment to mobilize immediately and are dedicated to providing professional, cost effective, responsive, high-quality service using our extensive experience and capabilities in emergency response and recovery as our guide.

- 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

NOTABLE ACHIEVEMENTS AND EXPERIENCE

- Following Louisiana Severe Storms and Flooding (DR-4277), DRC picked up 1 million cubic yards of debris over the course of 30 days in East Baton Rouge Parish.
- 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
- 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 27-year record of 100% federal reimbursement for eligible work performed
- A 27-year record of environmental compliance

ADDITIONAL SERVICES

Together with our commonly-owned affiliates, SLSCO and Callan Marine, we are able to respond immediately to disaster events and provide almost every service required to move through the complete disaster recovery timeline. We are one of the only companies in the United States that can perform these services in a streamlined manner from both the contracting and management sides. This portfolio of companies is under the same ownership and share all resources and assets, including financial, personnel, equipment and facilities.

Rather than focusing on one single aspect of disaster relief, DRC Emergency Services and its commonly-owned affiliates – SLSCO and Callan Marine, have the ability to be involved in recovery missions from beginning to end, which can last a decade or longer. Our overall portfolio of services follows the theme **"Respond, Recover & Restore"**, each of which is a unique phase of community rehabilitation demanding distinct and focused, yet interdependent performance. Initial response, subsequent recovery and permanent restoration are all phased steps in a model that must be executed efficiently and with real-world experience in order to deliver efficient and desired results. It is rare that one single group has the capability to streamline the process and offer all these services, while giving complete attention to each phase. DRC and its family of companies is such a group and

perhaps one of the only in the nation offering such extensive disaster recovery services throughout the entire process.

DRC EMERGENCY SERVICES, LLC

DRC specializes in providing extensive disaster recovery, environmental and civil construction services throughout the United States. The Company is recognized for providing government and private entities with rapid response solutions and facilitating the most efficient immediate recovery efforts tailored to each specific disaster. Throughout DRC's 27-year history, it has successfully completed over $2.0 billion in response contracts and has handled over 40.0 million yards of debris. DRC has the ability to mobilize over 4,000 pieces of equipment to any location in the country and maintains a cadre of over 50 permanent disaster and debris management and operational personnel, who are augmented by hundreds of regional and local construction partners and personnel.

SLSCO, LP

(SLS) is a program & construction management and general contracting firm specializing in providing comprehensive disaster response, recovery and restoration services. They perform work across the United States and internationally and have been involved in some of the most notable and complex disaster recovery programs in the country over the past several years.

With an extensive background in residential and commercial construction, as well as infrastructure planning, SLS manages a wide variety of construction projects from beginning to end. They work with municipalities, counties, parishes, states and national governing entities, as well as private companies, to provide the necessary resources for their communities' operations, all while minimizing risk, time and cost. From program management to disaster recovery housing to remote workforce housing, we service traditional and nontraditional projects.

Over the past decade, SLS has overseen recovery projects for more than 5,000 homes across the U.S., focusing primarily on the Gulf and East coasts. In every program and construction management engagement, the SLS team works directly with their clients to create feasible, efficient programs that help residents and communities recover from mass disasters

CALLAN MARINE, LTD

Callan is a highly-specialized marine construction firm capable of providing design, engineering, management and construction services. The Company provides every type of marine construction activity, including debris management and removal, dredging, shoreline protection, beach re-nourishment, port & dock facility construction, marine protection mitigation improvements and wetland construction. Callan is recognized as a leading marine construction service provider in the U.S. and has a long list of government and private clients who continually utilize Callan and its resources for comprehensive marine services. Throughout its history, Callan has performed hundreds of projects worth over $250.0 million.

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OFFEROR IDENTIFYING INFORMATION

A. DRC Emergency Services, LLC
PO Box 17017
Galveston, TX 77552

B. DRC is a limited liability company.

C. DRC was incorporated in the state of Alabama in 2001.

D. **Galveston Office (Headquarters)**
13 Evia Main
Galveston, TX 77554

New Orleans Office
110 Veterans Blvd. Suite 515
Metairie, LA 70005

Branch Offices
500 S. Australian Avenue, Suite 600
West Palm Beach, FL 33901

9091 Spice Pond Extension
Semmes, AL 36575

408 N. Topsail Drive
Surf City, NC 28445

E. Principal Contact Person
Kristy Fuentes
Vice President, Secretary, Treasurer
110 Veterans Blvd. Suite 515
Metairie, LA 70005
P: 888-721-4372
F: 504-482-2852
Cell: 504-220-7682
Kfuentes@drcusa.com

F. FEIN: 63-1283729

G. Please see Secretary of State Certificate attached

H. John Sullivan, President (Principal)
William Sullivan, Vice President (Principal)
Todd Sullivan, Vice President (Principal)
Kurt Thormahlen, General Manager

Mark Stafford, Vice President of Response and Recovery
Kristy Fuentes, Vice President, Secretary, Treasurer
Joe Newman, Vice President of Operations
Paul Begnaud, Regional Manager
René Colon, Controller
Lisa Garcia, Contracts Manager

All of the above can be reached at the following address:
PO Box 17017
Galveston, TX 77552

The name of DRC's subcontractors:

RPF Emergency Services, LLC
Hunter Fuzzell
2903 7th street
Tuscaloosa, AL 35401

Texas Premier
Rodney White
1075 20th St.
Beaumont, TX 77706

I. DRC is one of the most financially sound and stable companies in the disaster response industry. With a bonding capacity of over $150.0 million and access to dedicated cash and credit lines in excess of $100.0 million, DRC has the ability to manage and complete simultaneous projects without being hindered by a lack of operating capital. During multiple storms seasons over the past decade, DRC operated substantially out of pocket prior to client payment, yet remained fully capable of providing the critical services necessary to complete all contracts.

DRC is managed and operated by the ownership SLSCO, L.P. (SLS), which is a very well-capitalized, privately-held family of companies specializing in disaster response, recovery and restoration. Prior to the acquisition of DRC and throughout its twenty-year history, SLS has never failed to meet an obligation due to financial instability. The ownership of SLS is dedicated to providing and sustaining the capital necessary to allow DRC to remain a leader in the disaster recovery industry.

- DRC is capable of insuring projects of any size, with unlimited key coverage amounts. With the support of SLS, DRC has over $100.0 million of available working capital and has the financial ability to bid on and perform projects in excess of $250.0 million.
- DRC has a bonding capacity of over $150.0 million.

- In 2008, following Hurricanes Ike and Gustav, DRC provided debris removal services for 36 separate and simultaneous disaster management services contracts, including the cities of Houston, Galveston and New Orleans. The total value of these contracts was approximately $200.0 million.
- In 2005-2006, DRC mobilized, performed and completed a contract valued at over $100.0 million for the Louisiana Department of Transportation and Development in response to Hurricane Katrina, while performing numerous other projects across the United States.
- During the 2004 hurricane season, DRC worked 37 separate contracts totaling over $150.0 million in emergency work, recovering over 10.0 million cubic yards of debris in a four and a half month period. Throughout this period, all subcontractors were paid on a weekly basis regardless of the timing of DRC's receipt of interim client invoice payments.
- DRC has never failed to complete any awarded work, has never defaulted on a contract and has never filed for bankruptcy. The Company has a 100% assignment completion record.

Banking
Iberia Bank
Robert Martin
Senior Vice President
11 East Greenway Plaza, 29th Floor
Houston, TX 77046
(713) 624-7716
Robert.Martin@iberiabank.com
(Please see attached letter)

Surety
Bowen, Miclette & Britt Insurance Agency, LLC
Toby Miclette
Surety Bond Producer, Senior VP
1111 North Loop West, Suite 400
Houston, TX 77046
(713) 880-7109
Tmiclette@bmbinc.com
(Please see attached letter)

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

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.

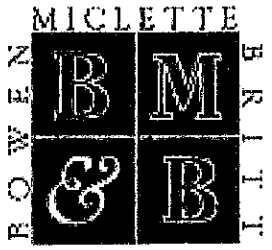
ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Authority to transact business in this state from and after this date for the purpose or purposes set forth in the application under the name of

DRC Emergency Services, LLC

Dated: 09/28/2005

Effective: 09/28/2005

Roger Williams
Secretary of State



BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC
1111 NORTH LOOP WEST, SUITE 400
HOUSTON, TEXAS 77008
TELEPHONE (713) 880-7100
FACSIMILE (713) 880-7149

May 2, 2017

DRC Emergency Services, LLC
13 Evia Main
Galveston, TX 77554

Re: DRC Emergency Services, LLC

Dear Sir or Madam:

We are the surety bonding agent for DRC Emergency Services, LLC, of Galveston, TX. In this capacity, we have become very familiar with their financial, management, and operational capabilities. DRC Emergency Services, LLC is bonded through Hartford Fire Insurance Company(Hartford), which has an A.M. Best Rating of A+ Superior with a Financial Size Category of XV. Hartford has agreed to support performance and payment bonds for single projects up to $80,000,000 as long as these projects fit within a $150,000,000 aggregate work program.

Please note that the decision to issue performance and payment bonds is a matter between DRC Emergency Services, LLC, and Hartford, and will be subject to the review and approval of the contract terms, conditions and related underwriting criteria at the time of the request. We assume no liability to third parties or to you if for any reason Hartford does not execute said bonds.

We hold DRC Emergency Services, LLC in the highest possible regard and it is our pleasure and privilege to recommend them for your consideration.

Very truly yours,

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC

David T. Miclette
Senior Vice President

DT/rg

IBERIABANK
11 Greenway Plaza
Suite 2900
Houston, Texas 77046

www.iberiabank.com

July 20, 2016

DRC Emergency Services, LLC
13 Evia Main
Galveston, TX 77554

Re: DRC Emergency Services, LLC

To Whom It May Concern,

This letter is in support of DRC Emergency Services, LLC ("DRC" or the 'Company'). I am writing on behalf of Iberia Bank Corporation ("Iberia"), which is a publicly traded bank holding company. Iberia is the primary lender for DRC's owners and has banked their various entities for over 15 years. The relationship has resulted in loans in excess of over $25,000,000, which have always paid as required. Currently, the relationship has the capacity to borrow in excess of its existing credit due to its strong liquidity position and capital structure. The Company has the financial ability to bid on and perform contracts in excess of $100 million.

The decision to commit to an expanded credit facility will be subject to the review and approval of contract terms, conditions and related underwriting criteria at the time of the request. We assume no liability to you if, for any reason, Iberia does not extend additional credit above what is already committed.

We look forward to working with you and DRC Emergency Services, LLC on future project opportunities.

Sincerely,

Bennett Douglas
EVP – Regional Group Manager
IberiaBank

STATE OF TEXAS
COUNTY OF HARRIS

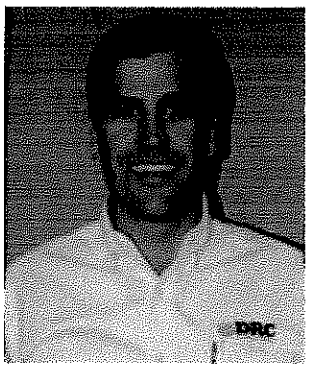
The foregoing letter was acknowledged before me this 20th day of July, 2016, by Bennett Douglas.

Maria Vasquez

MARIA G. VASQUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. June 4, 2019

KEY PERSONNEL

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.

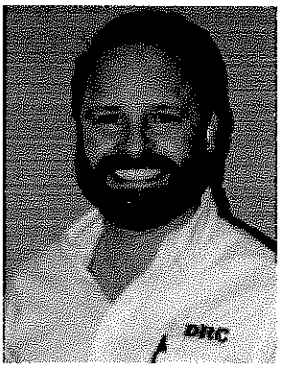


John Sullivan, President

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries.

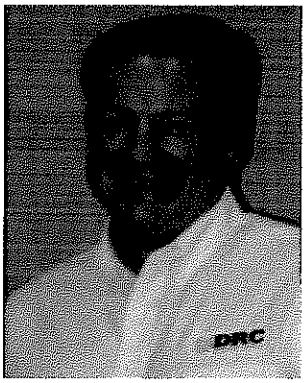
With over 20 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process.

Kurt Thormahlen, General Manager



As a former United States Marine Major with worldwide command, and control oversight in expeditionary and contingency operations, Mr. Thormahlen served as a Helicopter Pilot and Operations Manager in Hawaii, Iraq and Afghanistan. He currently serves as Division Manager, Response at Sullivan Land Services, Ltd. where he is responsible for seeking out and managing business development efforts related to immediate disaster response and recovery projects. Additionally, he is in charge of responding to the Request for Proposals and negotiating contracts with city, county, and federal agencies for pre-event disaster response contracts. He received his Bachelor of Business Administration/Management from Texas A&M University.

FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-100.pwb, IS-200.b, IS-632.a, IS-700.a, IS-2900



Mark Stafford, Vice President of Response and Recovery

Mr. 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.

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.

FEMA Certifications: IS-5.a, IS-11.a, IS-33.17, IS-35.17, IS-100.pwb, IS-106.17, IS-200.b, IS-315, IS-317, IS-546.a, IS-547.a, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907, IS-2900
Other Certifications: Hazwoper

Kristy Fuentes, Vice President of Compliance and Administration

Kristy Fuentes is the Vice President of Compliance and Administration 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 regulatory compliance.

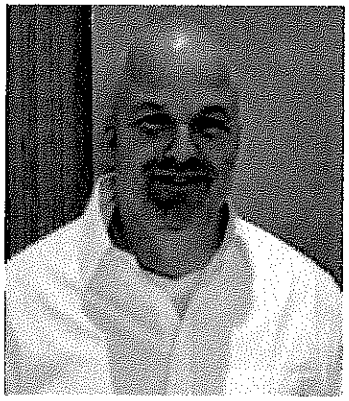
Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the "Katrina Car 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.

"They provided a service that exemplifies the dedication of DRC Emergency Services to its customers."
– Jason C. Eaton, Logistics Section Chief, Commonwealth of Virginia

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.

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-29, IS-37.17, IS-42, IS-100, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-241.b, IS-244.b, IS-315, IS-317, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-700, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-906, IS-907, IS-909, IS-2900
Other Certifications: Hazwoper

Point of Contact Kristy Fuentes can be reached at (888) 721-4372, by cell: (504) 220-7682 or by email: Kfuentes@drcusa.com.



Joe Newman, Vice President of Operations

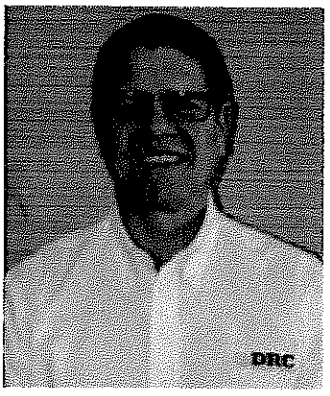
With more than 12 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Isabel, Dennis, Katrina and Ike.

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. He has been involved in 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 estimating for contracts.

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.

FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-100.pwb, IS-632.a, IS-702.a, IS-2900
Other Certifications: Hazwoper

Paul Begnaud, Regional Manager (Texas)

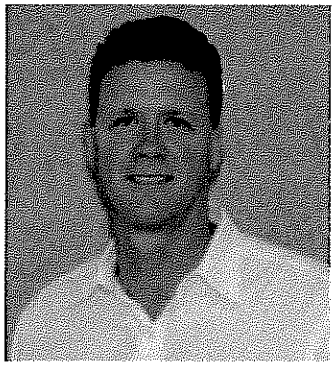


Mr. Begnaud comes to DRC with a diverse background in managing the day to day operations of construction projects in war torn countries. As a Site Manager in Iraq, he managed an international multi-tiered organization consisting of 190 personnel in ten departments. This assignment was being performed in an austere war environment that required a broad-range of skills, creative management and a great deal of sensitivity and tact. As a Sr. Operations Coordinator in Afghanistan, Mr. Begnaud supervised the day to day activity of 15 personnel of an

operation cell overseeing 21 sites according to company policies and guidelines.

FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-632.a, IS-634

Point of Contact Paul Begnaud can be reached at (888) 721-4372, by cell: (409) 750-1771 or by email: PBegnaud@drcusa.com.



René Colon, Controller

Mr. Colon serves as the head of all accounting functions overseeing everything from the generation of weekly/quarterly/yearly financial reports to accounts payable and receivable. Previously, Mr. Colon worked as a project controller in the dredging industry for 13 years. During this time, he worked with the Corps of Engineers on over 1 billion dollars' worth of contracts specializing in beach restoration, ship canal maintenance and new construction for a total of 113 different projects. Mr. Colon also previously worked as a Financial Analyst/ Escrow Manager for 5 years where he managed a 5 billion escrow for Road Home following Katrina. Mr. Colon has bachelor's degrees in both Finance and Accounting from the University of New Orleans.

FEMA Certifications: IS-100.b, IS-100.pwb, IS-200.b, IS-230.d, IS-632.a, IS-633, IS-634, IS-700.a, IS-702.a, IS-2900
Other Certifications: Security License, Insurance License

Lisa 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.

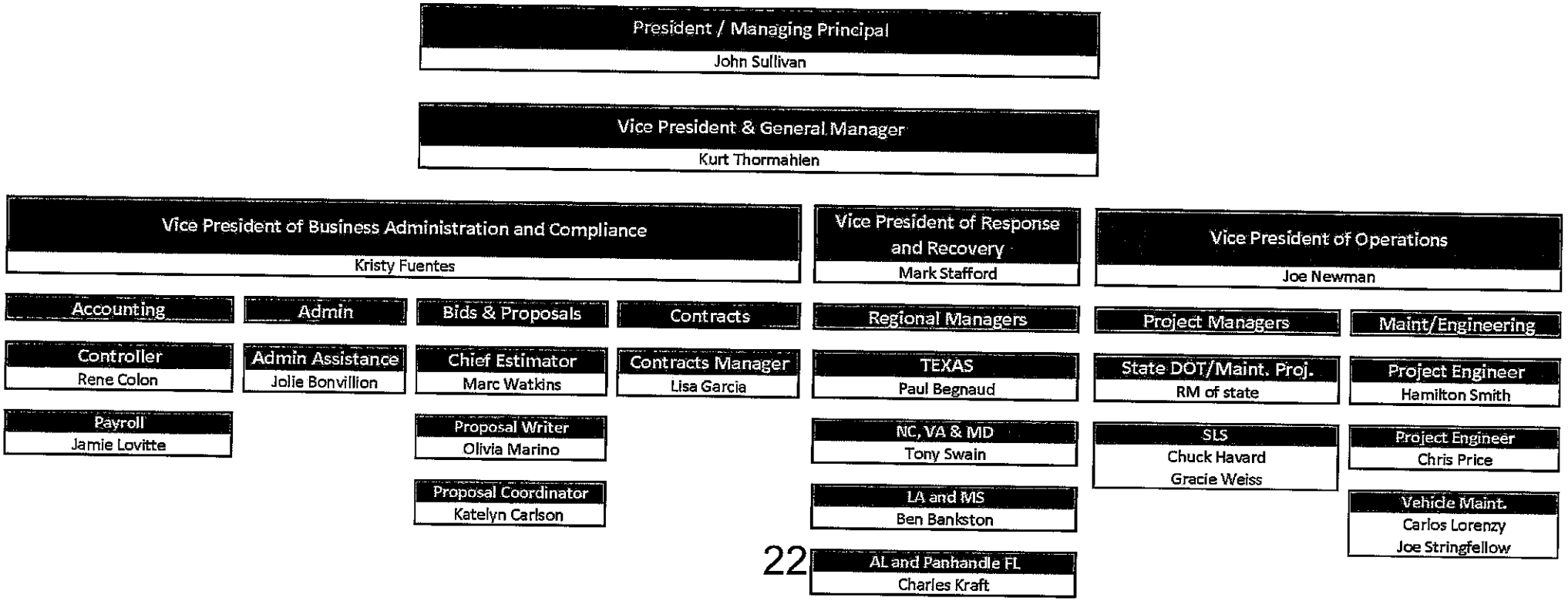
FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-37.17, IS-42, IS-100.a, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-201, IS-244, IS-315, IS-317, IS-324.a, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907 IS-909, IS-2900
Other Certifications: Hazwoper

Please see Organizational Chart, Project and Personnel Experience Matrix and Résumés attached

An hourly billing rate for the above personnel is not applicable.
None of the above personnel are related through blood or marriage to the County or to any current employees of the County.

DRC Emergency Services, LLC

Organizational Chart



Key Personnel	John Sullivan President	Kurt Thornahlen General Manager	Mark Stafford Vice President	Kristy Fuentes Vice President	Charles Kraft Program Manager	Ben Bankston Regional Manager	Tony Swain Regional Manager	Paul Begnaud Regional Manager	Joe Newman Project Manager	Lisa Garcia Contracts Manager	Jolie Bonvillion Administrative Support
Years of Relevent Experience	20	13	36	18	15	10	14	2	14	11	5
Years Employed by DRC	-	1	13	11	3	2	7	1	12	6	4
Disaster Event Experience											
2016 **Hurricane Matthew**	•	•	•	•						•	•
North Carolina Debris Removal - Hyde County, North Topsail Beach, New Hanover County, Wilmington, Pender County	•	•	•	•			•			•	•
Florida Debris Removal - Palm Beach Gardens, Debary, Ormond Beach, Deland, Orange City, Daytona Beach, St. Augustine, Leon County, Citrus County, City of Sebastian	•	•	•	•					•	•	•
Georgia Debris Removal - GDOT Chatham County	•	•	•	•					•	•	•
Hurricane Hermine	•	•	•	•						•	•
Florida Debris Removal - Leon County, Citrus County	•	•	•	•						•	•
Louisiana Severe Storms and Flooding (DR-4277)	•	•	•	•						•	•
Louisiana Debris Removal - East Baton Rouge Parish/City of Baton Rouge, Ascension Parish, Lafayette Parish, Tangipahoa Parish, St. Martin Parish, Baker, Iberville Parish/City of St. Gabriel	•	•	•	•	•	•	•	•	•	•	•
Louisiana Flood Event	•	•	•	•	•	•		•		•	•
Louisiana Debris Removal - Caldwell Parish, Tangipahoa Parish	•	•	•	•	•	•		•		•	•
North Carolina Tornadoes	•	•	•	•	•		•			•	•
North Carolina Debris Removal - New Hanover County	•	•	•	•	•		•			•	•
Texas Tornadoes	•	•	•	•	•				•	•	•
Texas Debris Removal - TXDOT Smith/Cherokee County	•	•	•	•	•				•	•	•
Texas Severe Storms and Flooding (DR-4269)	•	•	•	•	•				•	•	•
Texas Debris Removal - Harris County, City of Houston,	•	•	•	•	•				•	•	•
Winter Storm Jonas	•	•	•	•	•	•	•			•	•
Maryland Snow Removal - Maryland DGS, Maryland State Highway Authority, City of Baltimore, and Prince George's County	•	•	•	•	•	•	•			•	•
Virginia Snow Removal - Louden County	•	•	•	•	•	•	•			•	•
2015 **2015 Louisiana Storm Event (Straight Line Winds)**			•	•	•	•	•			•	•
Louisiana Debris Removal - East Baton Rouge Parish, Ascension Parish			•	•	•	•	•			•	•
Houston Flood			•	•	•	•	•			•	•
Texas Debris Removal - City of Houston, City of Bellaire, TXDOT Waller and Montgomery County			•	•	•	•	•		•	•	•

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	Severe Storms, Straight-line Winds and Flooding (DR-4237)	•	•						•			
2014	**Winter Storm Pax**			•	•	•		•			•	•
	South Carolina Road Clearing, Debris Removal and Processing - SCDOT			•	•	•		•			•	•
	North Carolina Winter Storm Debris Removal - City of Archdale, Pender County, City of Wilmington, New Hanover, Thomasville			•	•	•		•			•	•
2013	**2013 Midwestern Tornado Outbreak**			•	•	•		•			•	
	Missouri Storm Debris Removal - St. Charles County, St. Louis County, Bridgeton			•	•	•		•			•	
	Oklahoma Storm Debris Removal - Pottawwatomie County, Oklahoma City			•	•	•		•			•	
2012	**Super Storm Sandy**			•	•	•	•				•	
	New York Debris Removal - NYDOT Nassua County, NYDOT Suffolk County			•	•	•					•	
	Maryland Debris Removal - Harford County			•	•	•					•	
	New Jersey Debris Removal - Ocean City, Piscataway			•	•	•					•	
	Hurricane Isaac			•	•	•	•	•			•	•
	Louisiana Debris Removal - Ascension Parish, LADOTD District 62, Mandeville, St. John the Baptist, Jefferson Parish, East Baton Rouge, St. Charles Parish, New Orleans			•	•	•		•			•	•
	Louisiana Emergency Food and Emergency Sand Provistions - State of Louisiana			•	•	•		•			•	•
2011	**Hurricane Irene**			•	•	•		•			•	
	Virginia Debris Removal - Virginia DOT, Richmond, VDEM			•	•	•		•			•	
	Maryland Debris Removal - St. Mary's County, Harford County, Calvert County			•	•	•		•			•	
	North Carolina Debris Removal - Havelock, North Topsail Beach, Pender County, New Hanover County, Pamlico County, Southern Shores			•	•	•		•			•	
	Rhode Island Debris Removal - Rhode Island DOT, Providence, Cumberland, Narragansett, Cranston, Barrington			•	•	•		•			•	
	2011 Tornado Outbreak			•	•	•	•	•		•	•	
	North Carolina Debris Removal - Greene County, Wilson County and Johsnton County			•	•	•		•			•	
	Alabama Debris Removal - Alabama DOT, Alabama Department of Conservation and Natural Resources, Franklin County, Town of Phil Campbell, Birmingham, Trussville, Calhoun County, Fultondale			•	•	•	•	•		•	•	

Key Personnel

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	Mississippi Debris Removal - Clay County, Holmes County, Durant			•	•	•		•			•	
2010	**Snow Storm Recovery**			•	•	•		•				
	Virginia Snow Push - Virginia Department of Emergency Management,Virginia DOT, Arlington County, Prince William County, Alexandria, Richmond			•	•	•		•				
	Maryland Snow Push - Anne Arundel County, City of Baltimore, Maryland DOT			•	•	•		•				
	Haiti Earthquake	•		•	•	•		•				
	Body Recovery, Debris Removal, Housing & Support Facility	•		•	•	•		•				
	BP Oil Spill			•	•	•	•	•			•	
	Recovery Efforts in Louisiana Parishes of Plaquemines, Terrebonne, St. Bernard, Cities of Lafitte and Grand Isle			•	•	•		•			•	
	Recovery efforts in State of Florida in Santa Rosa County, Okaloosa County, Escambia County			•	•	•		•			•	
2009	**Ice Storm**			•	•	•	•	•				
	Kentucky Debris Removal - Kentucky DOT Districts 1&2, , Graves County, Lexington-Kentucky Urban County Government,			•	•	•		•				
	Arkansas Debris Removal - Fayetteville, Blytheville, Baxter County			•	•	•		•				
	Hurricane Ike			•	•	•		•				
	Texas Marine Debris Removal - Texas General Land Office	•		•	•	•		•				
	Texas Bolivar Ditch Excavation - TXDOT Galveston County	•		•	•	•		•				
	Hurricane Gustav			•	•	•		•				
	Louisiana Sunken Barge Removal - Iberville Parish			•	•	•		•				
	Louisiana Debris Removal - Assumption Parish			•	•	•		•				
	Louisiana Land Trust Demolitions - St. Bernard, Jefferson, Orleans Parishes			•	•	•		•				
2008	**Hurricane Ike**	•		•	•	•		•				
	Texas Debris Removal - Houston, Jefferson County, El Lago, Baytown, Port Arthur, Jamaica Beach, Humble, Nederland, Nassau Bay, Port Neches, Bellaire, Taylor Lake Village, Piney Point, Harris County, Gavleston, Port of Galveston, Groves, TXDOT Orange County, TXDOT Chambers County, TXDOT Hardin East	•		•	•	•		•				
	Hurricane Gustav			•	•	•		•				
	Louisiana Debris Removal - LADOTD Districts 2, 3, 61 & 62			•	•	•		•				

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2008	Louisiana Debris Removal - New Orleans, Tangipahoa Parish, Iberia, Lafayette Parish, Iberville Parish, St. Landry Parish, St. John the Baptist Parish, Kenner, Westwego, Bayou Lafourche Fresh Water District			•	•	•		•		•		
	Hurricane Katrina			•	•	•		•				
	Port of New Orleans, LA Wharf Demoltion and Removal			•	•	•		•				
	Plaquemines Parish Construction and Repairs to five Government Buildings			•	•	•		•				
2007	**Missouri Ice Storm**			•	•	•		•		•		
	Missouri Debris Removal - Springfield, Greene County, Marshfield, Webb City, Duquesne, Alba			•	•	•		•		•		
	Hurricane Katrina			•	•	•		•				
	Plaquemines Parish, LA - Canal Debris Removal, Cleaning of Ditches and Culverts,			•	•	•		•				
2006	**New York Ice Storm**			•	•	•		•		•		
	New York Ice Storm Debris Removal - City of Amherst			•	•	•		•		•		
	Hurricane Katrina					•		•				
	Lousiana DEQ Vehicle and Vessel Removal, Remediation and Disposal			•	•	•		•				
	Louisiana FEMA Trailer Installation - St. Bernard Parish			•	•	•		•				
	Louisiana Demolition Project and Private Property Debris Removal - Jefferson Parish			•	•	•		•				
	Louisiana Demolition Project - City of New Orleans			•	•	•		•				
	Mississippi Debris Removal Removal - Gulfport			•	•	•		•				
	Mississippi Marine Debris Removal - USCG Jackson			•	•	•		•				
	Hurricane Wilma					•		•				
	Florida Marine Debris Removal - Monroe County			•	•	•		•				
2005	**Hurricane Wilma**			•	•	•		•				
	Florida Debris Removal - Monroe County, Plantation, North Miami, Miami, School Disrict of Palm Beach, Hollywood, Martin County, Miami Dade, Palm Beach, Deerfield Beach,			•	•	•		•				
	Hurricane Rita			•	•	•		•				
	Texas Debris Removal - Jefferson County			•	•	•		•				
	Louisiana Debris Removal - West Lake			•		•		•				
	Hurricane Ophelia			•	•	•		•				
	North Carolina Debris Removal - North TopSail Beach			•	•	•		•				

Key Personnel

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2005	**Hurricane Katrina**			•	•	•		•		•	•	
	Florida DOT - Emergency Push Monroe County			•	•	•		•				
	Florida Debris Removal - Miami, Monroe County, Hollywood, Gulf Breeze			•	•	•		•				
	Louisiana Debris Removal - Washington Parish, Louisiana DOT, Baton Rouge			•	•	•		•				
	Hurricane Dennis			•	•	•		•		•		
	Florida Debris Removal - Gulf Breeze, Monroe County, Okaloosa County, Escambia County, Marv Esther, Milton, Shalimar, Santa Rosa			•	•	•		•				

JOHN SULLIVAN

Position:	President
Responsibilities:	- Executive management of projects - Coordination and delegation of responsibility among senior management personnel - Point of contact with executive client management - Oversight of all operational divisions
Education:	Bachelor of Science – Construction Science Texas A&M University – College Station, TX
Qualifications:	Over 20 of experience in construction, development, disaster recovery, dredging and marine construction.
Recent Experience:	*NYC Build It Back Program – City of New York, NY* Program/construction management for the reconstruction, rehabilitation and elevation of over 700 homes in Staten Island. CDBG-DR funded project for New York City restoring homes damaged by Hurricane Sandy. *New York City Rapid Repairs Program – New York, NY* Repair of over 1,700 homes throughout the five boroughs of New York following Hurricane Sandy. All repairs performed in a four-month period and included mechanical, electric and plumbing. *FEMA Galveston County Emergency Housing – Galveston County, TX* Involved the complete development of two former athletic fields into fully-functional manufactured home communities totaling 106 units. Both projects were completed in 28 days. *USACE GIWW Willacy County Dredging – Harlingen, TX* Dredging of approximately 423,000 cubic yards of material in Gulf Intracoastal Waterway and disposal in designated USACE placement areas. *Port of Harlingen Maintenance Dredging – Harlingen, TX* Maintenance dredging of Port of Harlingen dock facilities. Dredging of approximately 58,000 cubic yards of material and disposal in POH placement areas. *Port of Galveston Maintenance Dredging – Galveston, TX* Annual contract for maintenance dredging of Port of Galveston dock areas and shipping channel. Dredging of approximately 70,000 cubic yards of material per dredging cycle. *Port of Houston Maintenance Dredging – Houston, TX* Maintenance dredging of Bayport Wharf 3 facility. Dredging of approximately 53,000 cubic yards of material and disposal in POH placement areas. *Galveston Pilots Association Dredging – Galveston, TX* Dredging of GPA facility to create proper draft for incoming vessels. The slips had not been dredged in over ten years, which allowed for a substantial amount of siltation. Over 10,000 cubic yards of material was removed to create 15-foot draft at vessel slips. *Texas International Terminals Levee, Dredge & Bulkhead Construction – Galveston, TX* Creation of new placement areas, reconstruction & reinforcement of 25 acres of existing levees, dredging of over 150,000 cubic yards of material from facility basin and slips, repair and replacement of existing bulkheads, new fendering systems and dolphin installation. *LBC Terminals Levee Construction & Dredging – Houston, TX* Creation of a new 10-acre dredge spoil placement area at Houston Ship Channel facility and dredging of 40,000 cubic yards of spoil material.
Certifications:	OSHA Safety Certification USACE Contractor Quality Management

Kurt R. Thormahlen

KThormahlen@slsco.com

EXPERIENCE

A former United States Marine Major with leadership and worldwide command and control oversight in expeditionary and contingency operations. After leaving the Marines and before joining SLS he was with DynCorp international based in Kabul, Afghanistan assisting with the U.S. Department of State's Embassy Air.

SLSCO, Ltd.

Division Manager/Response-January 2015-Current

Responsible for seeking out, and managing the business development efforts for SLS Response related to immediate and opportunistic disaster response and recovery projects.

- In charge of responding to RFP's and negotiating contracts with city, county, and federal agencies for pre-event disaster response contracts.

DYNCORP INTERNATIONAL

Helicopter Pilot in Command/ Air Mission Commander- December 2013-December 2014. In charge of cross agency planning and the safe operation of the CH-46E helicopter in support of the United States Department of State, the U.S. Embassy Kabul, Afghanistan, and International Narcotics and Law Enforcement.

- Planned, briefed, and executed large scale helicopter missions in Afghanistan while coordinating with U.S. Dept. of State, U.S. Drug Enforcement Agency, U.S. Dept. of Defense, Afghan National Army, Afghan National Police, and other government agencies.
- Managed the training and currency of 20 pilots in Kabul, Kandahar, and Herat, Afghanistan
- Led the aviation mission for the deactivation of the U.S. Consulate in Herat, Afghanistan.

UNITED STATES MARINE CORPS

Major/Pilot

Marine Helicopter Squadron One (HMX-1)-May 2012-November 2013

Served as the executive lift helicopter pilot for the President of the United States (Marine-1), The Vice President, Congressmen, and other VIP's worldwide while maintaining a Top Secret Sensitive Compartmented Information Clearance (TS/SCI)

- *Operations Manager*- Scheduled and tracked over 2000 flight hours with four different Type/Model/Series aircraft in support of the White House Military Office worldwide and in conjunction with the President of the United States travel. Operations liaison between squadron and the White House Military Office.
- *Aviation Safety Manager*- Managed and led a team of 8 Marines that were the Commanding Officer's safety representative. Trained in mishap investigations and prevention. Commanding Officers sole point of contact for all issues involving aviation safety.

Heavy Marine Helicopter Squadron 363 (HMH-363)-June 2003-June 2011.

- *Operations Manager*- Scheduled and tracked squadron flight operations while serving in Hawaii, Iraq, and Afghanistan.
  - *CH-53 helicopter instructor pilot*. Led logistics and direct action operations in Afghanistan under strict timelines and intense pressure. Managed the maintenance, material condition, and mission readiness of 16 helicopters valued over $800M and over $2M of tools and support equipment. Led 250+ employees encompassing 10 occupational fields and 8 work centers. Managed 40 aviation maintenance programs, including training, safety, and quality assurance.

• Implemented Lean and process improvement to maximize efficiency and productivity. Achieved a 20% increase in mission readiness despite a decrease in resources.
• Implemented a training plan that delivered an 83% increase in key personnel qualifications.
• Led a department that accomplished 100% of assigned objectives in Afghanistan.
• Decorated with the Air Medal for flight in combat and for superior performance in combat.

- Planned, supervised, and executed movement of 11 helicopters and 280 Marines from Hawaii to Iraq for Operation Iraqi Freedom 08.2.
- *Aviation Safety Manager*- Managed and led a team of 5 Marines that were the Commanding Officer's safety representative during a combat deployment to Iraq. Trained squadron members in accident prevention and investigation. Zero squadron accidents while serving as the Aviation Safety Manager.
  Trained and developed 20+ pilots for operations in Iraq. Managed 12 ground and aviation safety programs. Ensured unit operations complied with Marine, Navy, FAA, OSHA, and state of Hawaii regulations.
  Achieved a 100% success rate for all programs during a Commanding General's readiness inspection, with one "model" program identified.

EDUCATION AND CREDENTIALS

- Texas A&M University, Bachelor of Business Administration/Management, 2003
- Member Corps of Cadets, Company E-1, 1998-2002
- Naval Postgraduate School of Aviation Safety, Pensacola, FL 2009
- United States Marine Corps Expeditionary Warfare School, Quantico, VA, 2012
- Lean Six Sigma
- Naval Aviation Maintenance Program Management Course
- Naval Aviation Quality Assurance Management Course

Mark Stafford
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.

EXPERIENCE
- **DRC Emergency Services LLC** – Galveston, Texax, ***Vice President of Recovery and Response*** – January 2016- present
- **DRC Emergency Services LLC** – Mobile, Alabama, ***Chief Executive Officer*** – December 2013- January 2016
- **DRC Emergency Services LLC** – Mobile, Alabama, ***Director-Business Development*** – Jan 2013- December 2013
- **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
- **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
- **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

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.

Kristy L. Fuentes

Vice President of Business Development · Executive Secretary
Chief Executive Compliance Officer

604 French 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
Chief Executive Compliance Officer – October 2014-present
- Overall day-to-day responsibility for directing the DRC ES ethics, business conduct and government contracting compliance programs ("Programs"). Ensure that all executives and employees have ethics training on an annual basis and that the Code provides compliance guidance appropriate to the size and nature of DRC ES business.

Vice President 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

JOE NEWMAN

Position:	Program Manager
Responsibilities:	- On-ground execution of projects - Crew oversight - Schedule adherence - Resource utilization - Qualify/safety and regulatory compliance
Education:	High School diploma
Qualifications:	Over 12 years of experience overseeing large-scale construction and disaster related debris management projects
Recent Experience:	**Hurricane Dennis, 2005** Debris Removal **Hurricane Katrina, 2005** Debris Removal **New York Ice Storm, 2006** Debris Removal **Missouri Ice Storm, 2007** Debris Removal **Hurricane Gustav, 2008** Debris Removal **Alabama Tornadoes, 2011** Debris Removal **Houston, TX. Flooding, 2015** Debris Removal
Certifications:	Hazwoper

Paul Begnaud

Regional Manager

OBJECTIVE
To obtain a challenging position commensurate with my skills and abilities. Seeking a position requiring an energetic individual who enjoys creativity on the job and is accustomed to working in high-stress environments

Security Clearance
Final Secret on March 09
DISCO

EXPERIENCE

November 2015 – August 2016 SULLIVAN RESPONSE
Project Manager (*Oglala Sioux Reservation, Pineridge SD*)
- Supervised the repair of 87 homes damaged from flooding and straight line winds
- Oversaw the entire operation doing everything from budgeting to materials to quality control
- Managed 60-80 people utilizing only native American labor

January 2014 – June 2015 Fluor Government Group
Government Contract Specialist (Afghanistan)
- Execute theater wide tracking of services in effort to synchronize USG, military and Fluor's contractual obligations
- Track all form of USG direction and ensure schedules identified within are maintained and delivered in a timely manner
- Worked with Project Controls in tracking cost and schedule adherence

February 2013 – December 2013
- Non-occupational travel through National Parks of Western United States

June 2010 – January 2013 Fluor Government Group
Government Contract Specialist (Afghanistan)
- Executed theater wide tracking of services to synchronize USG and Fluor contractual obligations
- Tracked all forms of USG direction and ensured schedules identified within were maintained and delivered in a timely manner
- Tasked with receiving, integration and training of Government Contract *Managers* on the LOGCAP IV Performance Work Statement, Base Contract in conjunction with Fluor Government Group processes and procedures
- Integrated former military personnel with LOGCAP contract and Fluor policy and procedures
- Executed the role and responsibility of a Contract Manager in their absence on R&R and emergency leaves

October 2009 – May 2010 Fluor Government Group
Sr Operations Coordinator (Afghanistan)
- Responsible for operational oversight and status of post transition with incumbent contractor and actioned items as identified by USG
- Assisted Contract Managers in tracking current service matrix vs. possible future contract modifications
- Attended weekly meeting with Team LOGCAP, ACO, QAR and GCM to discuss post transition and PWS elements
- Interfaced with Capture Management/ Project Controls on re-baseline efforts

Lisa M. Garcia · Contracts Manager

125 Coney Dr. Arabi, LA 70032 · 504-715-9052 · lgarcia@drcusa.com

EDUCATION
Our Lady of Holy Cross College – New Orleans, LA
Currently working toward a Bachelor's Degree in accounting

Nunez Community College – Chalmette, LA
Associates Degree in Business Technology – May 2010

Certificates:
FEMA NIMS 300, 400, 700

EXPERIENCE
DRC Emergency Services, LLC – New Orleans, LA
Contracts Manager – November 2013-present
Project Administrator – July 2010-November 2013

Contracts Manager
- Maintain contractual records and documentation such as receipt and control of all contract correspondence
- Ensure that signed contracts are communicated to all relevant parties to provide contract visibility and awareness, interpretation to support implementation
- Responsible for applying, renewing and activating general contractors licenses nationwide; prequalifications with Department of Transportation offices nationwide
- Responsible for Secretary of State annual filings and authorizations to do business

Project Administrator
- Provided administrative assistance to the Chief Operating Officer, Regional Manager and several Project Managers for projects in Louisiana including, but limited to:
  - MC52 BP Oil Spill Clean Up
  - St. Bernard Road Project
  - Orleans Parish Sheriff's Office
  - Hurricane Isaac Recovery – Assisted project managers in several contracts, coordinated and managed personnel to scan and submit tickets to Mobile office)
- Project administrator for two demolition projects for the City of New Orleans; responsibilities included filing permits, making LA One Calls, review of all packets for demolition paperwork prior to demolition, attended monthly meetings with City of New Orleans and provided invoicing reconciliation
- Researched bids and RFPs throughout the United States

Law Offices of Christian D. Chesson – New Orleans, LA
Paralegal/Office Manager – September 2006-January 2009
- Assisted in Chapter 7 Bankruptcy and Lemon Law documentation for clients
- Provided overall office management, including:
  - Client relations
  - Accounts payable/receivable
  - Administrative support to ten attorneys in the New Orleans office location
  - Liaison between the New Orleans office and the Lake Charles office locations

Advanced Cleanup Technologies, Inc. – Rancho Dominguez, CA
Administrative Manager – October 2005-May 2006
- Director of Human Resources for the Southeastern Branch of ACTI
- Administrative office manager duties included: documentation and operational support for operations manager and project managers; invoicing for emergency response projects following FEMA protocol

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 headquartered in Galveston, Texas, and our Primary office is located 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

Response Time

DRC Emergency Services (DRC ES) proposes the following time frames in which services can be provided without unwarranted delay or interference. DRC 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 will have management personnel within the Emergency Services Center 24 - 48 hours prior to the arrival of a disaster. If the disaster could not be predicted, DRC will have management personnel within the Emergency Services Center within 24 hours after the event. DRC 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.

- **WITHIN 24 HOURS**: DRC initiates Emergency Road Clearance (Push) operations with 15-20 crews or more as dictated by the events severity.

- **WITHIN 48 HOURS**: When the initial assessment phase is complete DRC submits the required information such as site specific safety plan, insurance, bonds, quality control plan, subcontracting plan with specific subcontractors and goals, location of staging area, location of DMS, final disposal sites and all applicable licenses, permits, organizational structure etc.

- **WITHIN 72 HOURS:** 50% Mobilization - Emergency Road Clearance is complete, DMS construction is underway, and DRC's projected management staff, including subcontractors and consultants, will be operational.

- **WITHIN FIVE DAYS: 100% FULL MOBILIZATION –** At full mobilization, the average daily production rate for load and haul will be approximately 10-20,000 cubic yards (again depending upon the severity of the event). The hauling activity normally last approximately 60 days and an additional 30 days for reduction; site closure and project close out.

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.

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 to1000 persons within a disaster area. Camp will operate 24/7; operate for 30 or more days; and is approximately 2-10 acres.

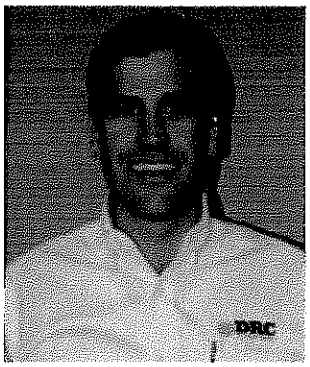
Emergency Debris Clearance (Push)
This operation is accomplished when time is of the essence, normally within the first 72 (plus or minus) hours after an event.

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.

Please see Critical Path Method Schedule attached

KEY PERSONNEL

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.

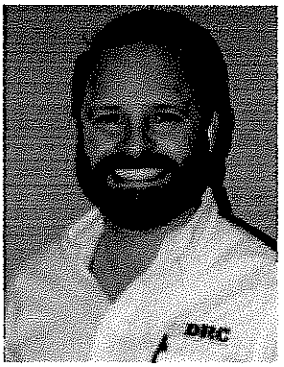


John Sullivan, President

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries.

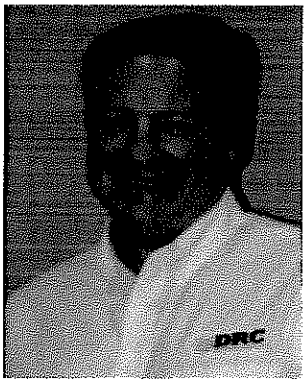
With over 20 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process.

Kurt Thormahlen, General Manager



As a former United States Marine Major with worldwide command, and control oversight in expeditionary and contingency operations, Mr. Thormahlen served as a Helicopter Pilot and Operations Manager in Hawaii, Iraq and Afghanistan. He currently serves as Division Manager, Response at Sullivan Land Services, Ltd. where he is responsible for seeking out and managing business development efforts related to immediate disaster response and recovery projects. Additionally, he is in charge of responding to the Request for Proposals and negotiating contracts with city, county, and federal agencies for pre-event disaster response contracts. He received his Bachelor of Business Administration/Management from Texas A&M University.

FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-100.pwb, IS-200.b, IS-632.a, IS-700.a, IS-2900



Mark Stafford, Vice President of Response and Recovery

Mr. 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.

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.

FEMA Certifications: IS-5.a, IS-11.a, IS-33.17, IS-35.17, IS-100.pwb, IS-106.17, IS-200.b, IS-315, IS-317, IS-546.a, IS-547.a, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907, IS-2900
Other Certifications: Hazwoper

Kristy Fuentes, Vice President of Compliance and Administration

Kristy Fuentes is the Vice President of Compliance and Administration 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 regulatory compliance.

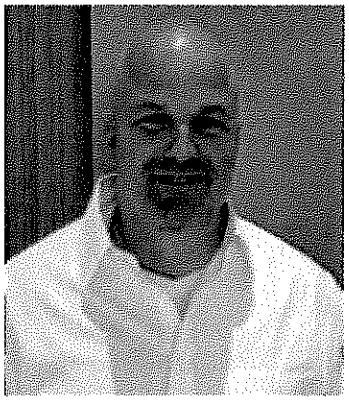
Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the "Katrina Car 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.

"They provided a service that exemplifies the dedication of DRC Emergency Services to its customers."
– Jason C. Eaton, Logistics Section Chief, Commonwealth of Virginia

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.

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-29, IS-37.17, IS-42, IS-100, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-241.b, IS-244.b, IS-315, IS-317, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-700, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-906, IS-907, IS-909, IS-2900
Other Certifications: Hazwoper

Point of Contact Kristy Fuentes can be reached at (888) 721-4372, by cell: (504) 220-7682 or by email: Kfuentes@drcusa.com.



Joe Newman, Vice President of Operations

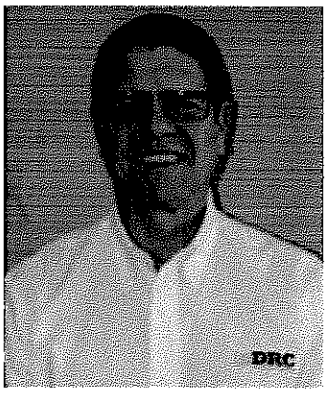
With more than 12 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Isabel, Dennis, Katrina and Ike.

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. He has been involved in 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 estimating for contracts.

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.

FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-100.pwb, IS-632.a, IS-702.a, IS-2900
Other Certifications: Hazwoper

Paul Begnaud, Regional Manager (Texas)

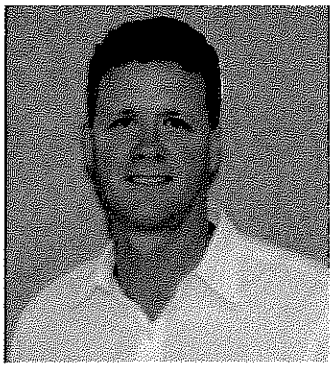


Mr. Begnaud comes to DRC with a diverse background in managing the day to day operations of construction projects in war torn countries. As a Site Manager in Iraq, he managed an international multi-tiered organization consisting of 190 personnel in ten departments. This assignment was being performed in an austere war environment that required a broad-range of skills, creative management and a great deal of sensitivity and tact. As a Sr. Operations Coordinator in Afghanistan, Mr. Begnaud supervised the day to day activity of 15 personnel of an

operation cell overseeing 21 sites according to company policies and guidelines.

FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-632.a, IS-634

Point of Contact Paul Begnaud can be reached at (888) 721-4372, by cell: (409) 750-1771 or by email: PBegnaud@drcusa.com.



René Colon, Controller

Mr. Colon serves as the head of all accounting functions overseeing everything from the generation of weekly/quarterly/yearly financial reports to accounts payable and receivable. Previously, Mr. Colon worked as a project controller in the dredging industry for 13 years. During this time, he worked with the Corps of Engineers on over 1 billion dollars' worth of contracts specializing in beach restoration, ship canal maintenance and new construction for a total of 113 different projects. Mr. Colon also previously worked as a Financial Analyst/ Escrow Manager for 5 years where he managed a 5 billion escrow for Road Home following Katrina. Mr. Colon has bachelor's degrees in both Finance and Accounting from the University of New Orleans.

FEMA Certifications: IS-100.b, IS-100.pwb, IS-200.b, IS-230.d, IS-632.a, IS-633, IS-634, IS-700.a, IS-702.a, IS-2900
Other Certifications: Security License, Insurance License

Lisa 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.

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-37.17, IS-42, IS-100.a, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-201, IS-244, IS-315, IS-317, IS-324.a, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907 IS-909, IS-2900
Other Certifications: Hazwoper
Please see Résumés attached in Tab E Offeror Personnel and Organization

HISTORY

The company was formed in 1989 in response to Hurricane Hugo. In 2001 the company began operating as DRC Emergency Services, LLC. DRC has responded to numerous natural or man-made disaster events involving hundreds of contracts. DRC has collected over 200 million cubic yards of debris and established industry benchmarks for debris recycling and collection efficiencies. 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. DRC recycled 100% of the debris we collected in Houston, TX in the wake of Hurricane Ike, which amounted to over 5 million cubic yards. We also set an industry record for the most debris collected in a single day in 2008 and, according to FEMA officials, the record still stands today.

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.

Having performed debris operations nearly all of the United States and internationally for over 27 years, DRC takes pride in bringing innovation and professionalism to each project undertaken. We've consistently demonstrated an ability to both self-perform work immediately and engage a network of over 5,000 subcontracting partners. This unique ability means that no matter the location or size of an event, we can respond immediately and effectively.

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 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 President and an independent reporter to management 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 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. 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 management 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.

COMPLIANCE STANDARDS AND PROCEDURES

DRC Emergency Services, LLC, by virtue of its preparedness, responsiveness, demonstrated comprehensive competency, ethical business conduct and fair pricing, aspires to be the "first in response" for natural and physical disasters requiring an urgent response team.

"I will say that I have not worked with a more committed group of people when it came to honoring the contract you had with our county." – Henry W. Bertram, Pendleton Judge/Executive, Commonwealth of Kentucky

DRC is an organization of people who work as a team to provide solutions to our customers' urgent problems, while always doing the right thing. We recognize that *how* we do our work is as important as *what* work we do. We will not tolerate any short cuts when it comes to our ethical values and standards of conduct.

The senior management and key personnel of DRC are committed to the highest standard of ethical conduct and compliance. DRC is partnered with a nationally recognized government compliance and ethics firm and is committed to adhering to the highest professional standards and always acting as a trustworthy source of our unique capabilities to our public and private contracting partners. In addition, we expect that all contractors and individuals who work with us in serving our public and private clients shall also adhere to high ethical business conduct standards.

DRC has also established a very detailed ethics program with procedures to detect some of the obvious and easier ways that fraud occasionally occurs. For instance, typically, no DRC or subcontractor employees are allowed to participate in the measurement of trucks; this is entrusted to local government, state EMA and/or FEMA officials. DRC uses a detailed measurement documentation program to ensure the integrity of the haul and vehicle measurements and the safety and integrity of the vehicles and their drivers.

DRC has a detailed and specific program of ticketing and reconciliation verification that, we believe, meets or exceeds the FEMA requirements and has instituted additional programs and procedures to ensure protection to the greatest possible extent against fraud, waste and/or abuse. Our Project Managers, Supervisors and Foremen are typically trained in fraud reduction and detection and report any suspected instances thereof to Project Managers, assigned internal auditors and/or counsel.

All of our executives and employees deal honestly and fairly with our customers, suppliers, competitors, regulators and with each other. In doing business with federal, state and local governments we adhere to their rules and regulations that touch our work and our business conduct.

SAFETY PROCEDURES

Through careful planning, hazard recognition and control, safety indoctrination and training and rigorous attention to safety procedures, DRC ensures the health and safety or personnel at our work sites and the public adjacent to our work sites.

DRC's Corporate Safety Plan includes Safety Plans and Policies, an Accident Prevention Plan and a Substance Abuse Policy. 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 as outlined by the United States Army Corps of Engineers.

A copy of DRC's Corporate Safety Plan is available for review upon request.

QUALITY CONTROL PLAN

The purpose of the Quality Control Plan is to promote efficient and safe operations and a quality product. DRC's approach to quality control consists of a series of tasks and processes tailored to suit the challenging circumstances facing Jefferson County in the wake of a disaster event.

A copy of the Quality Control Plan is available for review upon request.

"In every occasion, DRC remained client oriented, responsive and delivered excellent service to Escambia County"
– Keith Wilkins
REP, Director of Community & Environmental Department, Escambia County, Florida

EMPLOYEE PERFORMANCE AND TRAINING

As one of the leading disaster response companies in the United States, we have developed one of the most capable recovery teams in the nation. Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris.

All personnel records (management, supervisors, foremen and laborers) are reviewed prior to deployment of personnel, to ensure all personnel have current documentation of training for each position they could be assigned (in accordance with OSHA, EPA and other applicable regulations and standards).

DRC, subcontractors, associates and contract reservist personnel have specialized training for emergency management and/or have attended multiple industry seminars and conferences. DRC, its subcontractors and/or personnel maintain 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 and are familiar with

USACE, FEMA and FHWA rules and regulations, the Stafford Act and 44CFR, as they pertain to emergency response, recovery and reimbursement.

DRUG FREE WORKPLACE PROGRAM

DRC is a community in which responsibilities and freedoms are governed by policies and codes of behavior, including penalties for violations of these standards as stated in your Employee Manual. DRC has a standard of conduct that prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol by employees on DRC's site and/or client sites or as a part of DRC's activities. DRC will impose disciplinary sanctions on employees ranging from educational and rehabilitation efforts up to and including expulsion or termination of employment and referral for prosecution for violations of the standards of conduct. Each situation will be look at on a case-by-case basis.

It is the goal of DRC to maintain a drug-free workplace. To that end, and in the spirit of the Drug-Free Workplace Act of 1988, DRC has adopted the following policies:

1. The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.

2. Employees who violate this prohibition are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.

3. As an on-going condition of employment, employees are required to abide by this prohibition and to notify, in writing and within five (5) days of the violation, her/his supervisor or the Managing Director or Vice President of any criminal drug statute arrest or conviction they receive.

4. If an employee receives such a conviction DRC shall: take appropriate personnel action against the employee, up to and including termination.

5. DRC provides information about drug counseling and treatment.

6. DRC reserves the right to search and inspect for the maintenance of a safe workplace.

TECHNICAL TRAINING AND EDUCATIONAL SERVICES

DRC Emergency Services, LLC, by comprehensive planning and support, along with vigorous training, can help local government reach a level of readiness that will allow the government to address these contingencies with confidence. We are committed to helping our clients understand the principals and all hazard aspects of Emergency Management, and we have had overwhelming success with training programs and pre-event planning workshops.

DRC has qualified personnel who are available to provide Jefferson County with Exercises, Plans, Formulation or Training on eligibility issues, reimbursement procedures, documentation, etc. DRC will provide regular annual or more frequent training and feedback sessions to Jefferson County as a service at no additional cost to the County. Training sessions will address planning and reimbursement issues, as well as any other concerns of the County, and are scheduled and led by DRC's Director of Training. Typically, training sessions also include DRC consultants and reservist personnel who are former FEMA personnel or who are intimately familiar with FEMA and other government regulations.

The Director of Training travels the Country providing Debris Management and Response Readiness training to various Jurisdictions. Workshops can be offered in the manner most suitable for the jurisdiction, such as:

- Pre-Season Debris/Response Readiness Workshop
- Scenario Based Tabletop Exercise
- Debris Management Seminar
- Debris Readiness Exercise
- Discussion Based Debris Management Exercise
- Disaster Debris Awareness Exercise

When requested, DRC can offer a "Regional Debris Readiness Workshop" for smaller local government entities inviting neighboring jurisdictions for a combined training session.

RECENT WORK EXPERIENCE

2016 Hurricane Matthew

Hurricane Matthew was a very powerful, long-lived and deadly tropical cyclone which became the first Category 5 Atlantic hurricane since Hurricane Felix in 2007. Hurricane Matthew was the thirteenth named storm, fifth hurricane and second major hurricane of the active 2016 Atlantic hurricane season. Before making landfall, the storm weakened in intensity to a Category 3. Matthew wrought widespread destruction and catastrophic loss of life during its journey across the Western Atlantic leaving extensive damage in the coastal counties of the States of Florida, Georgia and the Carolina's.

In the aftermath of the storm, DRC was activated in over 10 jurisdictions on the East Coast of the United States. The minute the winds ceased, our team was in motion leading the way toward recovery in many of the most severely impacted cities. DRC's initial response was in the City of St. Augustine, City of Daytona and the surrounding areas. In Florida, DRC has disposed of over 500,000 cubic yards in Daytona Beach, Ormond Beach, DeLand, Debary, Orange City, St. Augustine, and Sebastian. Operations began on October 7th in most locations and some are still operational.

As Matthew moved up the east coast to the State of North Carolina, DRC was activated in New Hanover County, City of Wilmington, Pender County, Hyde County, Greene County, and North Topsail Beach. DRC used hand labor to comb North Topsail Beach, picking up, recycling, and or disposing of over 200,000 cubic yards of all generated debris. Additionally, DRC was activated in Chatham County by the Georgia Department of Transportation for debris removal and hazardous tree trimming and removal.

To date, DRC has removed approximately 20,000 hazardous trees and collected over 700,000 cubic yards of debris.

2016 Hurricane Hermine

Carrying the designation "Florida's First Hurricane in more than a Decade," Hurricane Hermine hit the state's panhandle coast on Friday September 2nd and left a trail of damage and flooding in its wake. After receiving a Presidential "Major Disaster Declaration," DRC was activated to provide debris removal services in two of the most severely impacted counties.

Citrus County was impacted heavily as storm surge waters inundated hundreds of homes, generating more than a thousand tons of residential flood debris, and tens of thousands of cubic yards of vegetation which DRC successfully removed and disposed of in less than 30 days.

Leon County, home of Florida's capital city Tallahassee and one of the most severely impacted Counties in the state activated DRC's contract in a secondary capacity to augment the level of service being provided by their primary provider. DRC assisted in successfully

bringing the program to completion by removing and disposing of 14,214.85 cubic yards of debris.

2016 Louisiana Severe Flooding DR4277

The flood that affected South Louisiana in August of 2016 caused severe damage to thousands of homes and businesses. DRC Emergency Services mobilized contracts in East Baton Rouge Parish, Lafayette Parish, St. Martin Parish, Ascension Parish, Iberville Parish, Tangipahoa Parish and the Town of Baker La. This event required the use of over three hundred hauling vehicles collecting and processing and/or recycling over 2.5 million cubic yards of construction and demolition debris, over 250 tons of household hazardous waste and thousands of white goods. Many of the projects involved extended R.O.W. work requiring the use of R.O.E. documentation and procedures. In East Baton Rouge, two temporary Debris Management Sites (DMS) were opened and operated to compact and recycle C&D debris prior to haul out for final disposal. These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.

2016 Multiple Severe Weather Events

The severe weather in March resulted in flooding in all of Louisiana followed by April flooding in Texas. DRC responded to its standby customers in the City of Houston and Harris County, Texas while simultaneously working in Tangipahoa Parish, Louisiana. In Louisiana, the widespread flooding was mapped and prioritized from the air. DRC's crews provided immediate relief to impacted residents by removing water-soaked construction and demolition debris quickly and efficiently. Electronic waste, household hazardous waste and white goods were collected and processed separately.

Tornadoes ravaged Texas and North Carolina in late April and early May. DRC was called upon for debris collection, processing and disposal in Smith County, Texas via a TXDOT contract and in New Hanover, N.C. by way of a "standby" contract.

2016 Snow Storm Jonas

The days of January 22nd through the 24th 2016 saw a blanket of snow across the Mid -Atlantic States primarily in areas unaccustomed and ill-prepared to deal with such massive quantities. Many areas experienced an accumulation in excess of three feet which caused a suspension of municipal services and massive cancellations of business operations.

DRC's response team established operations in Washington D.C. on the evening of the 22nd and began mobilizing equipment and manpower in assistance to the Maryland Highway Authority, the Maryland Department of General Services, Prince Georges County, Maryland, the City of Baltimore and Loudoun County Virginia. Operations continued twenty-four hours per day for ten days which required two operators per piece of equipment and around the clock management and support personnel. As a result of DRC's quick response, a long term contract was secured with one of the tasking jurisdictions.

2015 Louisiana Storm Event

Following the April 2015 event, DRC was activated in response to Straight line winds affecting the City/Parish of East Baton Rouge. In as little as 30 days, crews had scoured the city and returned it to its pristine state. All of the debris collected was quickly processed by grinding and ultimately recycled and used as fuel. DRC emergency Services also responded with adequate resources to Ascension Parish for an efficient and timely debris removal and recovery process.

2015 Texas Flood Event

DRC was activated under its existing City of 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. The City of Bellaire also activated DRC under an existing Standby contract 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. Additionally, DRC responded to the needs of the Texas Department of Transportation by performing tree and debris removal with the Houston District as required by the department.

*"Thanks to you all for being EXTREMELY helpful and responsive!!!" - **Brant Gary, Director of Public Works, City of Bellaire Texas***

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.

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.

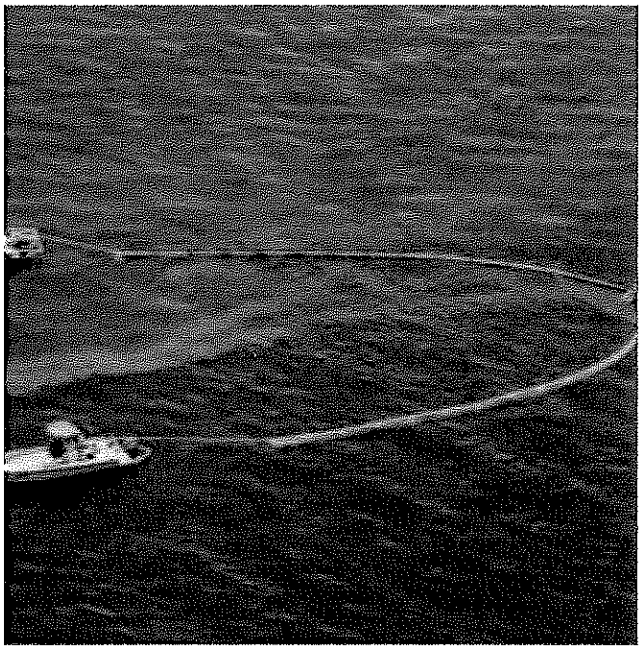
2011 Tornado Outbreak

In early April 2011, a severe weather event culminated in easily the most prolific, active month for tornados on record. These tornados followed an unprecedented 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.

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.

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.

Hurricanes Gustav and Ike

While DRC was actively responding to fifteen separate Louisiana contracts, Hurricane Ike struck the Texas Coast near Galveston. Our response was immediate, already having project managers imbedded in Emergency Operation Centers in each of our contracted jurisdictions throughout the impacted area. In Galveston, DRC provided meals to Government workers for weeks by utilizing our mobile kitchen. Tidal surge flooded much of the Island Community. DRC established massive DMS sites where construction and demolition debris was hauled in and separated into various categories (wood, metals, HHW, white goods, sheet rock, tires, batteries, oils etc.) and the process of recycling, compaction and reduction began. Surveys taken by Government officials showed that greater than ninety percent of all residents were more than satisfied with the efforts of DRC.

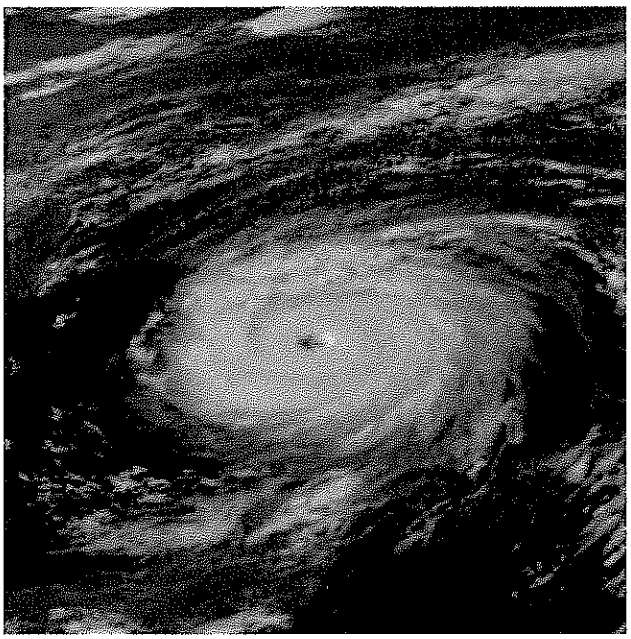
In Houston, America's fourth largest metropolitan area, DRC responded with more than two-thousand pieces of rolling stock and yellow iron. In just ninety days, DRC collected more than 5.6 million cubic yards of debris from the City of Houston alone. A mandate from Mayor Bill White called for recycling of all debris collected in the City. With a partnership with Allied Services, all the woody debris was reused or recycled.

During this event, DRC established a record that stands today by collecting 440,000 cubic yards of debris in a single day.

Work continued for the Texas General Land Office as DRC contracted to remove sunken vessels and debris from four major bays and waterways in the affected area. Side scan sonar was used to identify targets in advance and in combination with a well-designed implementation plan, the complete marine operation was concluded in just over thirty days.
In total, DRC successfully staffed, financed and managed thirty nine virtually simultaneous contracts in Louisiana and Texas setting benchmarks for productivity and creative operating techniques along the way.

Hurricanes Katrina, Rita and Wilma

During 2005, DRC performed work from the devastation caused by Hurricanes Katrina, Rita and Wilma. The affected area spanned from the Florida Keys to Louisiana and all the way to Houston, Texas. In Louisiana, DRC performed work for the State that included a car and vessel removal, remediation, notification and recycling program. This program involved the removal of abandoned cars and vessels Statewide to aggregation sites operated by DRC. Protocol called for multiple legal notifications to the owners and the coordination with private insurance. Additionally, complete remediation was performed on each unit and ultimately the vehicles were recycled and auctioned with the proceeds reverting back to the State of Louisiana.



The Louisiana Department of Transportation and Development contracted with DRC to provide Debris Management for all of South Louisiana where more than thirty Parishes were affected. This program called for the establishment and operation of fifteen or more debris management sites where several million cubic yards of collected debris was processed and prepared for recycling, waste to energy or disposal.

In Plaquemines Parish Louisiana, DRC performed vast amounts of marine debris removal, silt removal from all of the Parish's numerous drainage canals and rapid repair to its Government buildings.

In New Orleans, DRC began a massive commercial and residential demolition project that is still operating today.

While work was being performed in Louisiana, DRC's operations in Florida included debris collection, processing, disposal and reuse in many major jurisdictions in South Florida including Miami and Miami Dade. In Monroe County Florida (Florida Keys), DRC performed debris removal which involved difficult task of siting and operating debris management sites in extreme environmentally sensitive locations. These temporary sites required lined portions in order to temporarily store HHW and other potentially hazardous substances.

A separate contract called for the removal of sunken and abandoned vessels, and the processing and disposal of these retrieved vessels all in an ecologically sensitive area.

Hurricanes Frances, Charley, Ivan and Jeanne

During the 2004 Hurricane season, DRC responded to four sequential events (Frances, Charley, Ivan and Jeanne) by working 37 simultaneous, separate contracts. This work totaled over $150,000,000 and DRC recovered, processed and disposed of over 10,000,000 cubic yards of debris in a three and half month period. DRC also recovered, screened and restored tens of thousands of cubic yards of displaced sand and debris in a successful effort to restore 15 miles of Florida beaches destroyed in the aftermath of Hurricane Ivan. These projects spanned the entire State of Florida and required extreme quantities of manpower and equipment. In conjunction with these events, DRC operated a twenty four hour a day data processing center where tens of thousands of load tickets were continuously processed. Additionally, more than one hundred subcontractors provided services to DRC during these events including a significant number of local subcontractors as prescribed by the Robert T. Stafford Act.

"I cannot recommend them more highly. We certainly don't relish the possibility of another difficult storm season, but know that DRC will be there to meet all challenges imposed."
– George Garrett, Sr. Director of Marine Resources and GIS Services, Monroe County, Florida

5 YEAR PAST PERFORMANCE

2017	Contracting Agency	Description of Work	Contract Amount
January	Assumption Parish, LA John Boudreaux (985) 369-7386 Johnboudreaux@assumptionoep.com	Removal of C&D from DMS - **February 2016 Tornado**	$94,646.55
2016	**Contracting Agency**	**Description of Work**	**Contract Amount**
November	Greene County, NC Berry Anderson (252) 747-2544 Banderson@co.greene.nc.us	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4285)**	$160,943.04
November	GDOT - Chatham County Joel Anderson (912) 530-4436 Joanderson@dot.ga.gov	Emergency Routine Maintenance - **Hurricane Matthew**	$1,393,613.05
November	Pender County, NC Tom Collins (910) 259-1210 Tcollins@pendercountync.gov	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4285)**	$1,162,119.60
October	Sebastian, FL Joseph Griffen (772) 589-5330 Jgriffen@cityofsebastian.com	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$387,820.47
October	Hyde County, NC Bill Rich (252) 926-5292 Bill.rich@hydecountync.gov	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4285)**	$344,248.99
October	North Topsail Beach, NC Justin Gibbs (252) 542-0806 Justin.gibbs@hydecountync.gov	Disaster Debris Removal and Disposal (Push& Load & Haul Operations) - **Hurricane Matthew (DR-4285)**	$148,682.78
October	New Hanover County, NC Kim Rhoane (910) 798-4402 KRoane@nhcgov.com	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4285)**	$899,548.29
October	City of Wilmington, NC Dave Bundick (910)341-0081 Dave.Bundick@wilmingtonnc.gov	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4285)**	$929,414.68
October	City of Debary, FL Allan Williamson (386) 668-2040 Awilliamson@debary.org	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$253,680.85
October	City of Ormond Beach, FL Kevin Gray (386) 316-7725 Kevin.gray@ormondbeach.org	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$2,553,510.44
October	City of DeLand, FL Demetris Pressley (386) 626-7194 Pressley@deland.org	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$505,777.85
October	Orange City, FL Migdalia Hernandez (386) 775-5446 Mhernandez@ourorangecity.com	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$115,245.54
October	City of Daytona Beach, FL David Waller (386) 671-8681 Wallerd@codb.us	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$3,861,220.75
October	City of St. Augustine, FL Rick Stevens (904) 825-1049	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$856,579.69

	Rstevens@citystaug.com		
September	Leon County, FL Robert Mills 850-661-4987 Millsro@leoncountyfl.gov	Debris Removal - **Hurricane Hermine**	$1,591,250.93
September	Citrus County, FL David Whitelaw (352)527-7610 David.Whitelaw@citrusbocc.com	Debris Removal - **Hurricane Hermine**	$200,846.00
August	East Baton Rouge Parish/City of Baton Rouge Adam Smith, P.E., (225) 389-5623 AMSmith@brgov.com	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$35,000,000.00
August	Ascension Parish, LA Mike Enlow (225)450-1326 Menlow@apgov.us	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$5,903,607.61
August	Lafayette Parish, LA Terry Cordick (337) 291-8502 Tcordick@LafayetteLA.gov	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$975,792.64
August	Tangipahoa Parish, LA Missy Cowart (985) 748-3211	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$468,387.73
August	St. Martin Parish, LA Heath Babineaux (337)394-2200 Hbabineaux@stmartinparish.net	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$64,622.94
August	City of Baker, LA Julie McCulloch (225)778-0300 Jmcculloch@cityofbakerla.com	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$413,150.33
August	Iberville Parish/City of St. Gabriel, LA Brian Willis (225)692-3844 Bwillis@ibervilleparish.com	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$66,153.72
August	Coastal Water Authority Houston, TX Joe Fanelli (281) 838-1161 Jfanelli@cwalps.org	Lake Houston Dam Debris Removal and Road Restoration	Work in Progress Est. $1,624,328.13
June	City of Desoto, TX Letitia Shelton (972) 230-9635 Lshelton@desototexas.gov	Meadow Creek Park Remediation Resulting - **May Tornado**	$1,030,762.00
June	Caldwell Parish, LA Wanda Stowe (318) 649-2681 Wanda@cppj.att.net	**March 2016 Flood**	$16,401.60
June	St. James Parish, LA Ryan Donadieu Ryan.donadieo@stjamesla.com	Haul Out - **February 2016 Tornado**	$91,104.64
June	Parish of East Baton Rouge/City of Baton Rouge, LA William Patrick (225) 389-5245 Wpatrick@brgove.com	**May 2016 Wind Event**	$198,105.72
May	TXDOT - Smith & Cherokee County Louis Moe, Contract Inspector (903) 574-0501	Debris Removal - **April 2016 Tornado**	$558,910.69
May	New Hanover County, NC Kim Rhoane (910) 798-4402 KRoane@nhcgov.com	Debris Removal - **May 2016 Tornado**	$41,351.56
April	TXDOT - Hunt County	On-Call Tree Trimming	Maintenance

	Renee Coston (903) 737-9352 Renee.Coston@txdot.gov		Contract
April	Harris County, TX Alisa Max (713) 956-3000	Debris Removal - **Texas Severe Storm and Flooding DR-4269**	$504,198.86
April	City of Houston, TX Vic Ayres (713) 837-9103 Swddirector@cityofhouston.net	Debris Removal - **Texas Severe Storm and Flooding DR-4269**	$2,728,745.37
April	TXDOT - Denton County Kathy Harlan (940) 323-1826	Tree Trimming & Tree and Brush Removal	Maintenance Contract
March	Tangipahoa Parish, LA Missy Cowart (985) 748-3211	Debris Removal - **March 2016 Flood Event**	$72,224.79
February	TXDOT - Hill County Alisha Wickens (254) 867-2700 Alisha.Wickens@txdot.gov	Tree Trimming and Removal	Maintenance Contract
January	Prince George's County, MD Gwendolyn T. Clerkley (301) 499-8523 Gtclerkley@co.pg.md.us	Snow Removal - **Winter Storm Jonas**	$179,188.75
January	Loudon County, VA Ernest Brown (703) 737-8924 Ernest.Brown@loudoun.gov	Snow Removal - **Winter Storm Jonas**	$223,113.50
January	Maryland Department of General Services Terry Wade (410) 480-7990 Terry.wade@maryland.gov	Snow Removal - **Winter Storm Jonas**	$12,440.00
January	City of Baltimore, MD Doug Wehmeyer (513) 678-2293 Dwehmeyer@brcert.org	Preston Road Complex Snow Removal - **Winter Storm Jonas**	$122,550.00
January	State of Maryland Colleen Robinson (410) 582-5576 CRobinson@sha.state.md.us	Snow Removal - **Winter Storm Jonas**	$465,500.00
January	State of Louisiana Sand Activation Rufus Nwogu (225) 342-6634 Rufus.Nwogu@LA.GOV	Delivery of Sand to Krotz Springs, LA	$28,991.76
January	TXDOT - McLennan County Kay Pigg (254) 867-2700 Kay.Pigg@txdot.gov	Tree Trimming and Removal	Maintenance Contract
2015	**Contracting Agency**	**Description of Work**	**Contract Amount**
October	Ethyl Road Industrial Park, LLC	Pond Dewatering	$136,298.00
October	East Baton Rouge Housing Authority, LA Jeremy Credeur (225) 923-9103	Turner Plaza Demolition-Building 6	$187,523.53
August	ALDOT District 2 Tuscaloosa Area Bryan Matthews (334)242-7250 Bryan.Matthews@purchasing.alabama.gov	Tree Trimming and Removal	Maintenance Contract

July	Jackson County, MS Susan Perry Susanne_Perry@co.jackson.ms.us	Landfill Services for Chipping, Grinding, Hauling, and Disposal of Vegetative Debris	$672,000.00
July	St. Louis County, MO Dave Menderski (314) 852-0984	Tree Removal	Maintenance Contract
July	TXDOT - Waller & Montgomery County Jim Hunt (713) 802-5551 Jim.hunt@txdot.gov	Debris Removal and Disposal	$87,304.60
May	City of Bellaire, TX Brant Gary (713) 662-8150 Bgary@bellairetx.gov	Disaster Debris Removal Services	$12,926.87
May	City of Houston, TX Harry Hayes (713) 837-0311 Harry.hayes2@houstontx.gov	Disaster Debris Removal Services	$1,931,956.44
May	City of Houston, TX Roy Korthals (832) 393-8734 Roy.korthals@houstontx.gov	Base Camps	$7,142.00
May	Parish of East Baton Rouge, LA Bryan Harmon (225) 389-3158 Roy.korthals@houstontx.gov	Disaster Street Clearing Debris Collection, Removal, Processing, Disposal and Management Services	$815,867.76
April	Ascension Parish, LA Rick Webre (225) 621-8360 Rrwebre@apgov.us	Storm Cleanup - **Monday, April 27, 2015 Weather System**	$60,000.00
April	Castlerock Communities, LP Houston, TX Cobb Findley/Albert Syzdek (713) 462-3242 Asyzdek@cobbfendley.com	Goose Creek Landing - Section 1 Clearing	$123,664.00
February	City of Corpus Christi, TX James Boyle (361)826-3555 Jimbo@cctexas.com	Master Channel 31 Drainage Channel Excavation	$878,176.52
February	New Caney Defined Benefits Area MUD Within the City of Houston ETJ in Montgomery County, TX Steve Sheldon (713) 520-9570 Steve.sheldon@dannenbaum.com	Phase 2 Clearing and Grubbing	$618,286.08
February	Harris County, TX Marvin Clede (713) 274-1557 Veronica Puente (281) 442-7950 Marvin.clede@hcpid.org	Expansion of James Driver Park Phase One	Work in Progress Est. $1,506,550.65

2014	Contracting Agency	Description of Work	Contract Amount
December	TXDOT - Smith County Wendy Simmons (930) 510-6589 Wsimmons@dot.state.tx.us	Tree Removal	Maintenance Contract
November	Brazos County, TX R. Alan Munger (979) 822-2127 x 3026 RAMunger@brazoscountytx.gov	Tree Trimming and Removal	$118,366.25
October	Harris County, TX Gene Rushing (713) 684-4000 Gene.rushing@hcfcd.org	South Richey Stormwater Detention Basin Excavation	Work in Progress Est. $5,395,557.23
August	ALDOT - 2nd Division District 3	Tree Trimming/Canopy Removal- District 3	$115,842.50

	Bryan Matthews (334) 242-7250 Bryan.Matthews@purchasing.alabama.gov		
August	Jefferson Parish, LA Public Works Amber Breaux (504) 349-8500 Abreaux@jeffparish.net	Stumps and Root Mass Grinding	Maintenance Contract
July	City of Athens, AL Allison Crawford (256) 233-2224 Acrawford@athensal.us	Grinding and Disposal of April 28,2014 Storm Debris/Green Waste	$65,552.00
July	Hyde County, NC Justin Gibbs (252) 542-0806 Justin.gibbs@hydecountync.gov	Debris Management Services - **Hurricane Arthur**	$8,750.00
July	Houston Parks Board, TX Trent Rondot (713) 942-8500 ext. 13 Trent@houstonparksboard.org	Bayou Greenways Tree pruning and Forestry-Maintenance Contract	Maintenance Contract
July	City of Shreveport, LA Donald Evans (318) 673-5460 Donald.evans@shreveportla.gov	Cross Lake Dam Embankment Vegetation Removal	$227,287.26
July	City of Center Point, AL Tammy Graham (205) 854-4460	Demolition and Cleanup	$34,911.00
July	City of Archdale, NC D. J. Señeres, PE, PWLF (336) 434-7344 BUS Dseneres@archdale-nc.gov	Winter Storm Debris Easement Removal	$141,000.00
July	City of Jonesboro, AR Steve Kent (870) 932-0740 Skent@jonesboro.org	Debris Removal	$280,000.00
May	City of Archdale, NC D. J. Señeres, PE, PWLF (336) 434-7344 BUS Dseneres@archdale-nc.gov	Winter Storm Debris Removal	$147,203.50
May	Gulf Breeze, FL Steve Milford (850) 934-5113 Smilford@gulfbreezefl.gov	Emergency Debris Removal	$108,995.46
May	Okaloosa, FL Joanne Kublick (850) 689-5960 Jkublick@co.okaloosa.fl.us	Emergency Debris Removal	$5,816.78
April	Thomasville, NC Daryl Poole (336) 475-4220 Daryl.poole@thomasville-nc.gov	Debris Removal and Disposal, Debris Management, and Debris Clearance	$473,222.69
March	City of New Orleans, LA Pura Bascos (504)658-5050 Pbascos@nola.gov	Strategic Demolitions for Economic Recovery	$6,685,950.00
February	New Hanover, NC Kim Rhoane (910) 798-4402 kRoane@nhcgov.com	Emergency Response, Management, and Recovery	$1,146,756.55
February	Wilmington, NC Dave Bundick (910)341-0081 Dave.Bundick@wilmingtonnc.gov	C&D Debris Removal and Vegetative Debris Removal and Disposal	$1,555,223.85
February	Pender County, NC Tom Collins (910) 259-1210 Tcollins@pendercountync.gov	Debris Management and Site Disposal	$66,447.07

February	South Carolina DOT Mark Hunter (803) 737-1290 Huntermw@scdot.org	Clearing Roads, ROW, Debris Hauling due to a hurricane/storm event	$44,233,669.57
January	Richmond, VA Bobby Vincent (804) 646-6444 Bobby.Vincent@RichmondGov.com	Snow Removal Services	$36,855.00
January	LADOTD – Webster Parish David North (318) 371-3010 David.north@la.gov	Tree Removal in Webster Parish	$458,785.00
2013	**Contracting Agency**	**Description of Work**	**Contract Amount**
December	Port St. Lucie, FL Branch McClendon (850) 622-1434 Info@rbmcontracting.com	Canal Bank Stabilization Improvements (3 Segments)	$4,022,930.54
September	LADOTD – Bienville Parish David North (318) 371-3010 David.north@la.gov	I-20 Tree Removal in Bienville Parish	$348,053.00
July	St. Louis County, MO Dave Menderski (314) 615-1134	Tree Removal & Stump Grinding	Maintenance Contract
June	St. Charles County, MO Kurt Manderach (636) 949-7900 ext. 3876	Emergency Storm Debris Removal	$923,105.33
June	Bridgeton, MO Donald Hood (314) 739-7500 Cityadmin@bridgetonmo.com	Emergency Storm Debris Removal	$38,918.81
june	Pottawatomie County, OK Melissa Dennis (405) 273-4305 Mdennis-pottcounty@sbcglobal.com	Emergency Cleanup of Storm Debris	$418,256.75
June	City of Oklahoma City, OK Jim Lewellyn (405) 297-2830 Jim.lewellyn@okc.gov	Emergency Storm Debris Removal	$1,873,206.11
May	Terrebonne Parish, LA Consolidated Government Philip P Chauvin (985) 868-1050 Philip.chauvin@tbsmith.com	St. Louis Bayou Cleanout	$924,950.00
April	Ocean City, NJ John/Carolyn Zehendner (816) 797-2135 Carolynzdr@yahoo.com	Marine Debris Removal - **Super Storm Sandy** *Subcontractor to Zehender Disaster Relief, LLC*	$512,750.50
2012	**Contracting Agency**	**Description of Work**	**Contract Amount**
November	Piscataway, NJ Joe Criscuolo Jcriscuolo@piscatawaynj.org	Debris Removal - **Super Storm Sandy**	$1,498,637.31
November	NYDOT - Nassau County Bill Howe (518) 457-1563 Bill.Howe@dot.ny.gov	Debris Removal Nassau County - **Super Storm Sandy**	$5,190,263.72
November	NYDOT - Suffold County Bill Howe (518) 457-1563 Bill.Howe@dot.ny.gov	Debris Removal - **Super Storm Sandy**	$8,224,716.15
November	New York Department of Transportation	Debris Removal - **Super Storm Sandy**	$3,607,542.53

	Bill Howe (518) 457-1563 Bill.Howe@dot.ny.gov		
November	Harford County, MD Tom Hilton (410) 638-3018 Tchilton@harfordcountymd.gov	Debris Removal - **Super Storm Sandy**	$29,671.63
November	Ascension Parish, LA Rick Webre (225) 621-8360 Rrwebre@apgov.us	Debris Removal - **Hurricane Isaac**	$279,364.17
September	LADOTD - District 62 Phil Graves (225) 571-5671	Debris Removal - **Hurricane Isaac**	$913,039.39
September	Mandeville, LA David Degeneres (985) 626-3144 Ddegeneres@cityofmandeville.com	Debris Removal - **Hurricane Isaac**	$465,759.22
September	St. John the Baptist, LA Jobe Boucvalt (985)652-2222 J.boucvalt@sjbparish.com	Debris Removal - **Hurricane Isaac**	$2,919,975.96
September	Jefferson Parish, LA Marnie Winter (504) 731-4612 Mwinter@jeffparish.net	ROW Debris Removal - **Hurricane Isaac**	$1,713,925.30
September	East Baton Rouge, LA David Guillory (225) 389-3158 Ddguillory@brgov.com	Disaster Management - **Hurricane Isaac**	$2,474,520.78
September	St. Charles Parish, LA Chandra Sampey (985) 331-8604 Csampey@stcharlesgov.net	Debris Removal - **Hurricane Isaac**	$506,673.33
August	Jefferson Parish, LA Marnie Winter (504) 731-4612 Mwinter@jeffparish.net	ROW Debris Removal - **Hurricane Isaac**	$64,402.51
August	New Orleans, LA Cynthia Sylvain Lear (504) 658-3800 Cslear@nola.gov	Debris Removal - **Hurricane Isaac**	$2,576,871.94
August	DDD New Orleans, LA Richard McCall (504) 561-8927 Rmccall@downtownnola.com	Debris Removal - **Hurricane Isaac**	$14,858.79
August	State of Louisiana Melodie Landry (225) 342-3188 Mlandry@lwc.la.gov	Mass Feeding - **Hurricane Isaac**	$23,750.00
August	State of Louisiana Melodie Landry (225) 342-3188 Mlandry@lwc.la.gov	Catering Services - **Hurricane Isaac**	$21,030.00
August	State of Louisiana Tammy Carter (225) 925-6019 Tammy.carter@dps.la.gov	Delivered MRE's to Kenner, LA - **Hurricane Isaac**	$4,604.64
August	State of Louisiana Damar Hopkins Dhopkins@brgov.com	Sand Delivery - **Hurricane Isaac**	$19,680.00
August	FDOT - District 7 Terry Hensley Terry.hensley@dot.state.fl.us	Cut and Toss Contract Z7023 - **Hurricane Isaac**	$17,550.00
July	St. Clair County, AL	PWB #29 Shoal Creek Extension	$188,864.00

	Dan Dahlke, Engineer (205) 294-2190 Ddahlke@stclaireco.com		
July	VDEM Jason Eaton (804) 674-2409 Jason.Eaton@vdem.virginia.gov	Logistics / Emergency Supplies	$96,911.80
July	Corpus Christi, TX Lawrence Mikolajczyk (361) 826-1965	Brush Collection	$249,070.83
July	Matthews County, VA Dave Burns (804) 725-2800 Bouttime.dave@gmail.com	Logistics / Emergency Supplies	$13,109.00
May	Corpus Christi, TX Lawrence Mikolajczyk (361) 826-1965	Debris Removal	$482,331.96
May	Moody, AL Mayor Joe Lee (205) 640-5121	Storm Debris Removal	$69,375.00
May	Limestone County, AL Richard Sanders, Engineer (256) 233-6681	Waterway Debris Removal	$164,605.02
May	St. Clair County, AL Dan Dahlke, Engineer (205) 294-2190 Ddahlke@stclaireco.com	Shoal Creek Debris Removal	$682,000.00
May	St. Clair County, AL Dan Dahlke, Engineer (205) 294-2190 Ddahlke@stclaireco.com	Kelly Creek Debris Removal	$173,782.00
April	Tuscaloosa, AL Chad Christian (205) 248-5384	Forest Lake Debris Removal	$142,817.00
March	Pendleton County, KY Judge Henry Bertram (859) 743-6559 Pendjud@fuse.net	Tornado debris removal from county road right of ways	$144,039.22
March	Lafayette Consolidated Government Patricia Broussard (Buyer) (337) 291-803 Terry Cordick (337) 291-8509	Emergency Disaster Debris Removal - **March 2012 Floods**	$52,767.84
February	Center Point, AL Mayor Tom Henderson (205) 854-4890	Disaster Debris Removal, Reduction & Disposal for - **January 2012 Tornadoes**	$458,260.06
January	Tuscaloosa, AL Rex Buck (205) 657-4050	Structural demo, Debris removal and Site cleanup	$1,369,153.80

REFERENCES

Please see below for references where DRC was Prime Contractor within the past 5 years and references beyond 5 years in excess of 1,000,000 cubic yards

REFERENCES				
OWNER & TIMELINE	**DESCRIPTION OF WORK**	**CONTRACT VALUE**	**CUBIC YARDS**	**POINT OF CONTACT**
City of Daytona Beach, FL October 2016 – December 2016	Disaster Debris Removal and Disposal **Hurricane Matthew (DR-4283)**	$3,861,220.75	310,124	David Waller, *Deputy Director of Public Works* Phone: (386) 671-8681 Wallerd@codb.us 950 Bellevue Avenue Daytona Beach, FL 32114
Ascension Parish, Louisiana August 2016 – July 2017	Disaster Debris Removal and Disposal **Louisiana Severe Storms and Flooding (DR-4277)**	$5,903,607.61	336,630	Mike Enlow, *General Manager* Phone: (225) 450-1326 Fax: (225) 473-9931 Menlow@apgov.us 42077 Churchpoint Road Gonzales, LA 70737
East Baton Rouge Parish/City of Baton Rouge August 2016 – Present	Disaster Debris Removal and Disposal **Louisiana Severe Storms and Flooding (DR-4277)**	Work in Progress Est. $35,000,000	Work in Progress 1,947,581 (as of 6/12/2017)	Adam Smith, *P.E. Interim Director* Phone: (225) 389-5623 Fax: (225) 389-5391 Amsmith@brgov.com 222 Saint Louis Street, Suite 816 Baton Rouge, LA 70802
Lafayette Consolidated Government, Louisiana August 2016	Disaster Debris Removal and Disposal **Louisiana Severe Storms and Flooding (DR-4277)**	$975,792.64	66,152.00	Terry Cordick, *Associate Director of Public Works* Phone: (337) 291-8034 or (337) 291-8509 pdbroussard@LafayetteLA.gov 705 West University Avenue Lafayette, LA 70506
City of Bellaire, Texas May 2015	Disaster Debris Removal Services **Texas Severe Storms and Flooding (DR-4269)**	$12,926.87	1,809.25	Darold Bailey, *Solid Waste & Streets Superintendent* Phone: (713) 662-8171 Dbailey@bellairetx.gov 4337 Edith Bellaire, TX 77401
South Carolina Department of Transportation February 2014 – May 2014	Emergency Debris Removal **2014 South Carolina Ice Storm**	$44,233,669.57	1,464,598	Mark Hunter, *SCDOT Maintenance Engineer* Phone: (803) 429-3045 Fax: (803) 737-2850 Huntermw@dot.state.sc.us 955 Park Street Columbia, SC 29201

City of Galveston September 2008- January 2009	Emergency Hurricane Debris Clearing and Removal **Hurricane Ike**	$38,007,492.62	1,301,655.86	Rosana Pratt, *Deputy Emergency Management Coordinator* Rpratt@galvestontx.gov Phone: (409) 765-3710 Fax: (409) 765-3711 823 Rosenberg St., Galveston, TX 77553

DRC AS MOST QUALIFIED PROPOSER

DRC has had the privilege of holding the debris removal contract with the Jefferson County for over ten years. DRC currently has full crews working within Jefferson County. 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.

ADDITIONAL SERVICES

Together with our commonly-owned affiliates, SLSCO and Callan Marine, we are able to respond immediately to disaster events and provide almost every service required to move through the complete disaster recovery timeline. We are one of the only companies in the United States that can perform these services in a streamlined manner from both the contracting and management sides. This portfolio of companies is under the same ownership and share all resources and assets, including financial, personnel, equipment and facilities.

Rather than focusing on one single aspect of disaster relief, DRC Emergency Services and its commonly-owned affiliates – SLSCO and Callan Marine, have the ability to be involved in recovery missions from beginning to end, which can last a decade or longer. Our overall portfolio of services follows the theme **"Respond, Recover & Restore"**, each of which is a unique phase of community rehabilitation demanding distinct and focused, yet interdependent performance. Initial response, subsequent recovery and permanent restoration are all phased steps in a model that must be executed efficiently and with real-world experience in order to deliver efficient and desired results. It is rare that one single group has the capability to streamline the process and offer all these services, while giving complete attention to each phase. DRC and its family of companies is such a group and perhaps one of the only in the nation offering such extensive disaster recovery services throughout the entire process.

DRC EMERGENCY SERVICES, LLC

DRC specializes in providing extensive disaster recovery, environmental and civil construction services throughout the United States. The Company is recognized for providing government and private entities with rapid response solutions and facilitating the most efficient immediate recovery efforts tailored to each specific disaster. Throughout DRC's 27-year history, it has successfully completed over $2.0 billion in response contracts and has handled over 40.0 million yards of debris. DRC has the ability to mobilize over 4,000 pieces of equipment to any location in the country and maintains a cadre of over 50 permanent disaster and debris management and operational personnel, who are augmented by hundreds of regional and local construction partners and personnel.

SLSCO, LP

SLS (SLS) is a program & construction management and general contracting firm specializing in providing comprehensive disaster response, recovery and restoration services. They perform work across the United States and internationally and have been involved in some of the most notable and complex disaster recovery programs in the country over the past several years.

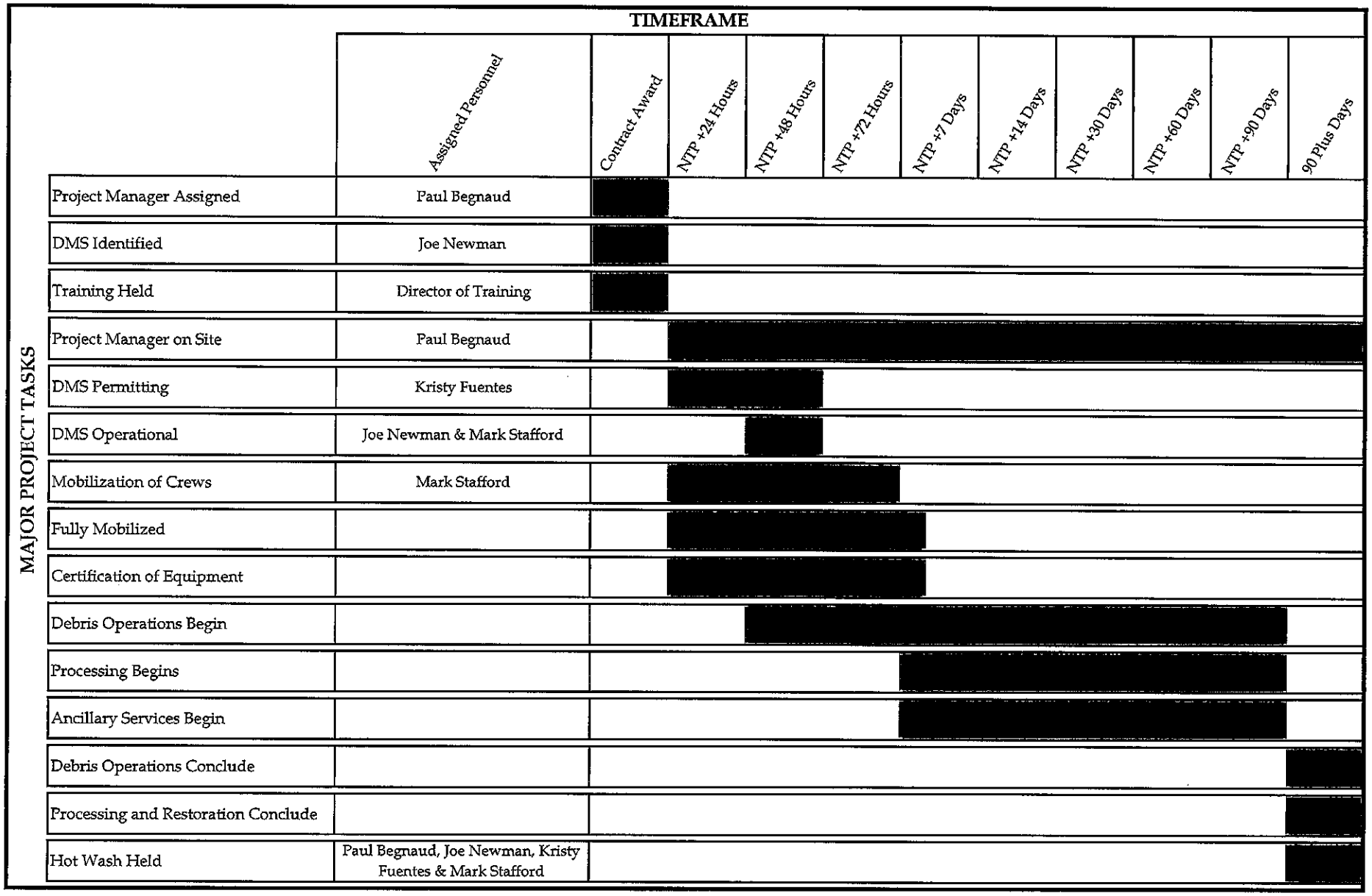
With an extensive background in residential and commercial construction, as well as infrastructure planning, SLS manages a wide variety of construction projects from beginning to end. They work with municipalities, counties, parishes, states and national governing entities, as well as private companies, to provide the necessary resources for their communities' operations, all while minimizing risk, time and cost. From program management to disaster recovery housing to remote workforce housing, we service traditional and nontraditional projects.

Over the past decade, SLS has overseen recovery projects for more than 5,000 homes across the U.S., focusing primarily on the Gulf and East coasts. In every program and construction management engagement, the SLS team works directly with their clients to create feasible, efficient programs that help residents and communities recover from mass disasters

CALLAN MARINE, LTD

CALLAN MARINE Callan is a highly-specialized marine construction firm capable of providing design, engineering, management and construction services. The Company provides every type of marine construction activity, including debris management and removal, dredging, shoreline protection, beach re-nourishment, port & dock facility construction, marine protection mitigation improvements and wetland construction. Callan is recognized as a leading marine construction service provider in the U.S. and has a long list of government and private clients who continually utilize Callan and its resources for comprehensive marine services. Throughout its history, Callan has performed hundreds of projects worth over $250.0 million.

Critical Path Method Schedule



Mark Stafford - Vice President of Response and Recovery
Kristy Fuentes - Vice President of Compliance and Administration, Secretary, Treasurer
Paul Begnaud - Regional Manager
Joe Newman - Program Manager

TECHNICAL PROPOSAL REQUIREMENTS

The primary mission of DRC Emergency Services, LLC is to provide a professional, honest and immediate response to natural and man-made disasters.

COMPANY PROFILE

PO Box 17017
Galveston, TX 77558
(888) 721-4372
Fax: (504) 482-2852

For over 27 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 27 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 27 years including, but not limited to:

- Debris Management
- Demolition
- Landfill Management
- Civil, Heavy, and Recovery Construction
- Oil Spill Response and Mining
- Right-of-way maintenance
- Beach Renourishment
- Marine Debris, Salvage, and Recovery
- Vehicle and Vessel Removal And Processing
- Technical Assistance and Project Management
- Canal Bank Stabilization
- Drainage Improvement Projects
- Hazardous Waste Segregation
- Environmental Control
- Traffic Control
- Tree Trimming and Removal
- Emergency Supplies and Support
- Temporary Housing, Workforce Housing and Life Support
- Construction and Construction Management

DRC is capable of handling all or part of any disaster remediation including the FEMA reimbursement process. DRC companies and affiliates have the experience, personnel, and equipment to mobilize immediately and are dedicated to providing professional, cost effective, responsive, high-quality service using our extensive experience and capabilities in emergency response and recovery as our guide.

- 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

NOTABLE ACHIEVEMENTS AND EXPERIENCE

- Following Louisiana Severe Storms and Flooding (DR-4277), DRC picked up 1 million cubic yards of debris over the course of 30 days in East Baton Rouge Parish.
- 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
- 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 27-year record of 100% federal reimbursement for eligible work performed
- A 27-year record of environmental compliance

POINTS OF CONTACT

The Regional/ Project Manager for Jefferson County is Paul Begnaud who can be reached at (888) 721-4372, by cell: (409) 750-1771 or by email: PBegnaud@drcusa.com.

Vice President, Secretary, Treasurer, Kristy Fuentes, is an additional contact Person and can be reached at (888) 721-4372, by cell: (504) 220-7682 or by email: Kfuentes@drcusa.com.

PAST PERFORMANCE IN EXCESS OF 1,000,000 CUBIC YARDS

2016	Contracting Agency	Description of Work	Contract Amount	Cubic Yards
August	East Baton Rouge Parish/City of Baton Rouge	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$35,000,000.00	1,947,581 (as of 6/12/2017)
2014	**Contracting Agency**	**Description of Work**	**Contract Amount**	**Cubic Yards**
February	South Carolina Department of Transportation	Clearing Roads, ROW, Debris Hauling due to a hurricane/storm event	$44,233,669.57	1,464,598.00
2009	**Contracting Agency**	**Description of Work**	**Contract Amount**	**Cubic Yards**
February	Kentucky Department of Transportation - District 1	Ice Storm Debris Removal	$5,852,377.80	1,242,759.69
January	Texas General Land Office	Marine Debris Removal - **Hurricane Ike**	$22,703,700.00	2,100,000.00
2008	**Contracting Agency**	**Description of Work**	**Contract Amount**	**Cubic Yards**
September	Louisiana Department of Transportation and Development - District 2,3,61,62	Debris Removal - **Hurricane Gustav**	$18,970,757.96	3,000,746.00
September	Galveston, TX	Debris Removal - **Hurricane Ike**	$38,007,492.62	1,301,655.86
September	Harris County, TX	Debris Removal - **Hurricane Ike**	$19,446,030.96	1,491,647.22
September	Houston, TX	Debris Removal - **Hurricane Ike**	$65,138,381.25	5,000,000.00
February	Jefferson Parish, LA	Private Property Debris Removal	$111,893.00	24.50
2007	**Contracting Agency**	**Description of Work**	**Contract Amount**	**Cubic Yards**
January	City of Springfield, MO	Ice Storm Debris Removal	$9,965,291.62	1,437,765.67
2005	**Contracting Agency**	**Description of Work**	**Contract Amount**	**Cubic Yards**
July	Monroe County, FL	Clearance of Hurricane generated debris - **Hurricanes Dennis, Katrina, Rita and Wilma**	Estimated $15,000,000	1,077,407.30
2004	**Contracting Agency**	**Description of Work**	**Contract Amount**	**Cubic Yards**
September	Escambia County, FL	Clearing and Demolition of approximately 15 miles of Pensacola, Florida beaches destroyed by	$40,000,000.00	Approx. 1,700,000

		Hurricane Ivan. Removal and cleaning of beach sand, dune restoration and demolition. Debris removal and condemnation of beachfront structures as directed by the Government.		
August	Martin County, FL	Provided debris clearing and removal in the aftermath of Hurricanes Jeanne and Frances and technical assistance for FEMA reimbursement.	$18,418,991.00	1,381,701.00

AVAILABILITY OF **FIRM'S RESOURCES**

AVAILABLITY OF KEY PERSONNEL

For the past 27 years, the DRC team has responded to major natural or man-made disasters occurring within the continental United States and its territories, in theatres of U.S.-led troop operations, and in Central America. The DRC personnel are trained, motivated and available for immediate deployment in an emergency response. All assigned personnel will be available to the County as needed. Personnel are N.I.M.S-certified and/or have specialized training in safety and asbestos management and are equipped with utility vehicles, digital, handheld, multi-state, two-way radios, cellular communications, and handheld computers. DRC personnel will have the experience and/or training to respond **immediately** to disasters and are provided with a DRC ES supervisor handbook including required reports and forms for successful disaster response and management thereof.

*"DRC's knowledge base, experience, and ability to make experts available in the field were instrumental in the successful completion of this work." – **Donald G. Donaldson, P.E., Engineering Director/County Engineer, Martin County, FL***

Regional Managers are assigned to specific geographic locations throughout the United States to assist, monitor and lead the project teams in response to emergency situations. Regional Managers from one region may be assigned to support other Regional Managers as needed and all Regional Managers may be mobilized to one location to support emergency situations. Regional Manager for Jefferson County is Paul Begnaud who is capable of responding to the needs of the County 24 hours a day, 7 days a week.

AVAILABLE EQUIPMENT

DRC Emergency Services, LLC and associated and affiliated companies and subcontractors, owns substantial trucks and specialized pieces of heavy equipment, attachments and support equipment specifically designed for emergency response. DRC owns dozens of cellular and radio telephones for use in an emergency. DRC and/or their subcontractors have national priority contracts with multiple national equipment leasing companies and subcontractors and/or independent contractors through which hundreds of trucks and/or pieces of heavy loading equipment are available to supplement DRC's and/or the subcontractor's fleets. In summary, DRC is capable of mobilizing all of the listed equipment and more, as needed, to meet the clearing requirements of a Notice to Proceed.

DRC estimates that there are only between 1100 to 1500 self-loading double box, one hundred cubic yard plus rigs in the United States. All of our primary subcontractors operate this type of equipment which allows DRC to set industry standards for maximum capacity collected. **DRC set a FEMA record by collecting over 400,000 cubic yards in a single day of operation.**

In addition to the equipment owned by DRC, we have national accounts with multiple equipment rental companies that offer us the capability to meet the equipment needs of the County DRC also has accounts with national and international Industrial supply warehouses,

such as Aramsco and Grainger, who offer environmental safety, disaster response, surface preparation and restoration goods and services which includes fire safety and PPE of all types.

DRC Owned Equipment

Trucks			General Information			
Year	Make	Model	Description	Serial #	Tag #	Quantity
F150 Class, SUV/PP, F250+ class						8
2004	Ford	Ford F150	Pick up	2FTRF18WX4CA65568	AL 2B33H79	
2006	Ford, W/T - 2 door	F-150 4x2	Pick up	1FTPX14536NA02505	AL 2B75G22	
2009	Ford	Ford F150	Pick up	1FTPW14V99FA05748	AL 2A62Z18	
2011	Ford	Ford-150	Pick up	1FTWF1ET5BFD02546	AL BB38043	
2014	GMC	Yukon	SUV			
2006	Ford	F-650 4x2	Pick up	3FRNW65R16V255189	AL 2X310388	
2008	Ford	F-350	Pick up	1FDSX34R48EB72833	AL 2X251612	
2010	Ford	F-250	Pick up	1FTSW2BR5AEA44885	AL 2B44521	
Dump Trucks						9
2015	International	7000	Triaxle	3HAGSSNT3FL719080		
2015	International	7000	Triaxle	3HAGSSNT7FL719082		
2015	International	7000	Triaxle	3HTGSSNT4FN719083		
2015	International	7000	Triaxle	3HTGSSNT4FN718452		
2015	International	7000	Triaxle	3HTGSSNT0GN741132		
2015	International	7000	Triaxle	3HAGSSNT2FL717272		
2015	International	7000	Triaxle	3HAGSSNT4FL717273		
2015	International	7000	Triaxle	3HAGSSNT6FL717274		
2015	International	7000	Triaxle	3TGSSNT9GN741131		
Self Loaders						3
2003	Kenworth	Tandem T800	Knuckleboom Self-Loader	1NKDLU0X83J392848	AL 2AP757256	
2006	Peterbilt	379 TM	Knuckleboom Self-Loader	1NP5LB0X26N896831	AL 2AP757259	
2006	Kenworth	W900	Knuckleboom Self-Loader	1NKWLBOX96J143881	AL 2AP757260	
Truck/Tractors						2
2000	Volvo	VNL64T	Tractor	4V4ND3JJ8YN241360	LA P122559	
2012	Kenworth	W900	Tractor	1XKWP4TX4CJ327560	AL 2AP770597	

Trailers			General Information			
Year	Make	Model	Description	Serial #	Tag #	Quantity
Kitchen Trailer/Tractors						2
2002	Haulmark	WT-L-BHP 6280	portable Kitchen Trailer	4XSG540362G041778	AL 2TR52559	
2006	Ford	F-650 4x2	Portable Kitchen Tractor	3FRNW65R16V255189	AL 2X350323	
Dump Trailers						11
2005	Interstate	Pintle Hitch 25 ft.	Dump Trailer	1JKDLA4045M005682	MS87735T	
2004	Interstate	Pintle Hitch 25 ft.	Dump Trailer	1JKDLA4024M005162	AL 2TR13263	
2005	Econo	Pintle Hitch 25 ft.	Dump Trailer	42EDPKT2X51000358	AL 2TR13270	
2005	Interstate	Pintle Hitch 25 ft.	Dump Trailer		MS44480T	
2007	Econline	DP2425DA	Dump Trailer	42EDPKV2971000240	AL 2TR13268	
2005	Beach	18 Ft.	Dump Trailer	4XWDP18215N708220	AL 2TR52556	
2005	Top Hat	35 yd	Debris Trailer	4R7B025235T060488		
2005	Top Hat	35 yd	Debris Trailer	4R7B025245T060435		
2005	Top Hat	35 yd	Debris Trailer	4R7B025205T061775		
1994	AlFab	Aluminum Trailer	Debris Dump Trailer	1A9DA343X55199333		
	Loadmaster	2628 - 8600 Tandem	Trailer	4YPAB27236T041943		
Utility Trailers						3
2002	Iron Dog	18' X 8'	18' Utility/Car Trailer	5FELS18272C006881	AL 2TR13261	
	Top Hat	EH20X7 -14E-F	20' Utility Trailer	4R7BU2022BT110787		

2010	Carry On		Enclosed	4YMCL121XAT027557		
Car/Boat Trailers						3
2010	Sport Trail	With Asset 1422	Boat Trailer	1S9BB3832AW542905		
	EZ Haul		3 Car Hauler	UTL	Ark. PT60483	
	Cargo @Wally-Mo		3 Car Hauler	1WHR4820SH157988	Ark. PT60482	
Cargo Trailers						2
2007	Carry-On	6x12 Cargo Trailer	Cargo Trailer	4YMCL12197G066383	AL 2TR13264	
2007	Haulmark TL	GRG85X32W	Lg. Cargo Trailer	16HG532267G091896	AL 2TR13260	
Miscellaneous						1
1997	Dutchman	Classic (5th Wheel)	32' Travel Trailer	47CT20P28V1078556	AL 2TL395A8	

Heavy Equipment			General Information			
Year	Make	Model	Description	Serial #	Tag #	Quantity
Wheel Loader						1
2007	Prentice	2384	loader	PR63177		
Other:						17
	ABI	T-200	Trailer mounted Air Curtain	T20FN03085		
	Vermeer		Bale Processor			
2000	Carlton	7500	Stump Grinder	1J9G42110Y1167345		
2002	Caterpillar	TH63	Telehandler	5WM07638		
2013	Bradco	30272-9925	Cutter Head	346471		
2013	AFE	SSECO	Cutter Head	10-13-R125-081		
	"		Spreader			
	"		Spreader			
	"		Spreader			
	"		Spreader			
	"		Spreader			
	"		Std Duty Box Blade			
	"	SRBG-6	Solesbee Root Rake	92108		
	"		5th wheel attachment			
2004	Gorman Rupp	PA4A60-4045D	4" Diesel Self Prifming Trash Pump	1283487N		
2016		"	Air Compressor			

1400 - Boats/Motors/Barges			General Information			
Year	Make	Model	Description	Serial #	Reg #	Quantity
Pontoon Boats						1
2011	38' Southbay	Aluminum	Alum. Crew Pontoon Boat	FRU17885G011		
Skimmers						1
1974	Skimmer	DIP 3001	Navy Oil Skimmer	1087-74-25R	N/A	

Portable Buildings & Containers			General Information			
Year	Make	Model	Description	Serial #	Tag #	Quantity
Modular Housing/Camp						45
2010	Modular Housing	Camp	Housing Units & Offices	Each has a serial #		13
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #		27
2011	MOD	Camp	Gym	Each has a serial #		
2011	MOD Gym	Camp	MOD Gym	Each has a serial #		
2011	MOD Laundry	Camp	Laundry	Each has a serial #		
2011	MOD Laundry	Camp	MOD Laundry	Each has a serial #		
2011	Storage Bldg	Camp	Storage Bldg	Each has a serial #		
Office Trailers						2
2008	EZ Rigid Trailer	EZR-8624	Portable Office Trailer	1E9BR241781434001		
2008	EZ Rigid Trailer	EZR-8624	Portable Office Trailer	1E9BR241781434002		
Detention Unit/Portable Jail						8
2011	Portable Jail	40'	Portable Jail	40 ft. Portable Jails - 2 x 7 man	See #267-272	
2011	Portable Jail	40'	Portable Jail	sleepers, one 6 man sleeper @	See #267-272	

2011	Portable Jail	40'	Portable Jail	2 man holding area, one with	See #267-272	
2011	Portable Jail	40'	Portable Jail	shower & toilet unit, and two	See #267-272	
2011	Portable Jail	40'	Portable Jail	day rooms - all stainless	See #267-272	
2011	Portable Jail	40'	Portable Jail	new in August, 2011	See #267-272	
2009	Port City	24' Custom Trailer	Prison Trailer	4PCCU242191000016	AL 2TR13265	
	Detention Unit	8x20x8'6"	Portable Jail			

SUBCONTRACTORS

DRC maintains a cadre of hundreds of subcontractors of which approximately thirty are primary subcontractors that have been used in all of DRC's responses to major events within the last twenty-seven years. These subcontractors along with DRC's own personnel and equipment are capable of mobilizing an event of huge magnitude. For instance, in 2008 while responding to the aftermath of Hurricane Ike in Louisiana and Texas, DRC operated and managed over 2000 pieces of equipment. DRC's advanced team was imbedded in emergency operations centers throughout these two States and was functioning at eighty percent capacity within seventy-two hours of the notices to proceed. The event encompassed the collection, processing, recycling and disposal of over eleven million cubic yards of debris, all of which was performed in just ninety days.

Proposed Subcontractors

RPF Emergency Services, LLC
Hunter Fuzzell
2903 7th street
Tuscaloosa, AL 35401

Texas Premier
Rodney White
1075 20th St.
Beaumont, TX 77706

The above subcontractors are currently working in Jefferson County under DRC.

EMPLOYMENT OF LOCAL AND MINORITY CONTRACTORS

DRC maintains one of the industry's largest network of pre-screened and fully qualified subcontractors, including local and preferred vendors. DRC's subcontractors are evaluated on many levels, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost.

The use of local resources is one of the most important aspects of successful disaster recovery operations. DRC is committed to ensuring that any emergency response business activity is shared by the entire community. That is why we have developed a vast network of subcontractors that are uniquely qualified to successfully meet any and all operational requirements envisioned under this RFP.

Throughout its history, DRC has maintained strong relationships with local vendors and subcontractors. We pride ourselves on facilitating local involvement during recovery efforts and encourage local knowledge and experience whenever possible. As such, DRC has worked with thousands of subcontractors over our history including small and large subcontractors, DBE, MBE, WBE, HUB Zone, 8(a), and VOSB (including Service-Disabled VOSB) contractors. DRC has established nationally recognized procedures for community outreach as discussed below in our "Local S/M/WBE Resource Program."

Local S/M/WBE Resource Program

DRC reaches out to local subcontractors and small, minority and women-owned business enterprises (S/M/WBE) using a variety of sources. Although DRC maintains current, active subcontractor lists, we also have experience utilizing such sources as governmental databases, local, regional and national SBE compliance departments, client and vendor references and direct mail community outreach. Upon receipt of Notice of Award, ahead of a predicted weather event or annually for contingency contracts, DRC will make contact with local governments and SBE Resource offices to schedule an informational workshop for potential vendors and businesses. The DRC technical assistance workshops not only assist companies with identifying potential contract opportunities, but also assist those interested with "teaming". 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. This process matches S/M/WBE contractors with other companies in order to strengthen their competitive position and package of goods and services offered. DRC is committed to ensuring that local companies are made aware of all potential contracting and partnership opportunities.

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. Subcontractors can also log on to www.drcusa.com to upload their experience, qualifications and certifications for inclusion in our subcontractor database.

From our extensive experience with subcontractors, DRC knows the importance of establishing strict guidelines for performance and safety standards. All subcontractors will be screened for qualifications and safety compliance prior to entering into a contract with DRC. Additionally, at the discretion of the contracting agency, all subcontractors will be approved prior to beginning work. Our sample Subcontractor Agreement details the scope of work and responsibilities of each subcontractor. The Subcontractor Agreement also commits the subcontractor to all governmental regulations and requirements. All subcontractor equipment will be inspected and properly maintained and all personnel certifications and safety courses will be on file and renewed or updated as needed.

In addition to stringent qualifications standards, DRC requires the following summarized items from subcontractors:

- Compliance with all DRC safety plans

- Ability to meet liability and automobile insurance requirements (these may vary from contract to contract)
- Compliance with governmental employment regulations, unemployment compensation and workman's compensation laws
- Completion of a subcontracting agreement specifying the scope of work, terms and conditions, pricing, liability requirements and any hold harmless agreements.

Per the requirements of each awarded contract, DRC will meet or exceed project goals regarding small business participation. Rebuilding your community using local resources is the core mission of DRC. As such, DRC will continue to maintain a comprehensive list of qualified subcontractors ready for deployment should the need arise.

Prompt Payment of SMWSDVBs
In addition to occasionally assisting SMWSDVBs with operating startup costs, DRC has a 20 plus year history of paying subcontractors on a weekly basis. It is our intention to both facilitate the involvement of these subcontractors and ensure their economic viability and profitability.

Utilization Monitoring
As with previous practice, DRC intends to hire a SMWSDVB Facilitator/Monitor. This person will be tasked with the responsibility of recruitment and reporting. DRC views the existence of this person as crucial and has full intention to achieve the outlined goal for this contract.

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 President 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.

ABILITY TO MOBILIZE ON LARGE SCALE DEBRIS REMOVAL CONTRACTS

DRC has implemented a comprehensive Corporate Level Advance Mobilization Plan to ensure a coordinated, expeditious and effective response to disasters by its personnel and resources. This plan has been utilized by DRC to respond quickly in the following contracts:

2016 Hurricane Hermine

- In Citrus County, Florida, DRC successfully removed and disposed of more than a thousand tons of residential flood debris and tens of thousands of cubic yards of vegetation in less than 30 days

2016 Louisiana Severe Flooding DR4277

- DRC picked up 1 million cubic yards of debris over the course of 30 days in East Baton Rouge Parish, Louisiana.
- DRC opened and operated two Temporary Debris Management Sites to compact and recycle C&D debris prior to haul out for final disposal. These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.

Winter Storm Jonas 2016

- The snow from Winter Storm Jonas started the morning of January 22nd and by the evening DRC had started mobilizing in 5 different jurisdictions. Operations continued 24 hours a day and required two operators per piece of equipment, around the clock management and support personnel. The project was completed in 10 days.

Ice Storm Pax 2014

- DRC was simultaneously activated in New Hanover County, NC, Pender County, NC, and the City of Wilmington, NC for debris removal and reduction of approximately 400,000 cubic yards of debris.
- 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.

The Hurricane Season of 2012

- DRC simultaneously operated 14 contracts throughout the Southeast in response to Hurricane Isaac. DRC concurrently operated six TDSRS sites in Louisiana alone.

The Hurricane Season Of 2009

- 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.

The Hurricane Season Of 2008

- DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston in response to Hurricanes Gustav and Ike devastating the Louisiana and Texas coastlines. DRC's work in these regions was nearly completed in a little over two months.
- DRC established a single-day productivity record for post-disaster debris removal as recognized by FEMA by collecting 440,000 cubic yards of debris in a single day in the City of Houston.
- In just ninety days, DRC collected more than 5.6 million cubic yards of debris from the City of Houston alone.
- DRC's expedited operation using more than 2,000 pieces of collection equipment made it possible for the city of Houston to receive reimbursement in the greater than 80% range.
- Following Hurricane Ike, DRC simultaneously operated seven TDSRS sites handling 11,000,000 CY of debris, recycling materials out of the waste stream in two of those facilities.

The Hurricane Season Of 2005

- DRC 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.
- Following Hurricane Wilma, DRC simultaneously operated five TDSRS sites in Louisiana, processing debris for the Louisiana DOTD. Also in 2005, DRC simultaneously operated six TDSRS sites for the Louisiana DOTD in two districts following Hurricane Katrina.

The Hurricane Season Of 2004

- In the aftermath of Hurricanes Charley, Frances, Jeanne and Ivan, 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.
- DRC simultaneously operated more than ten TDSRS sites in Florida.

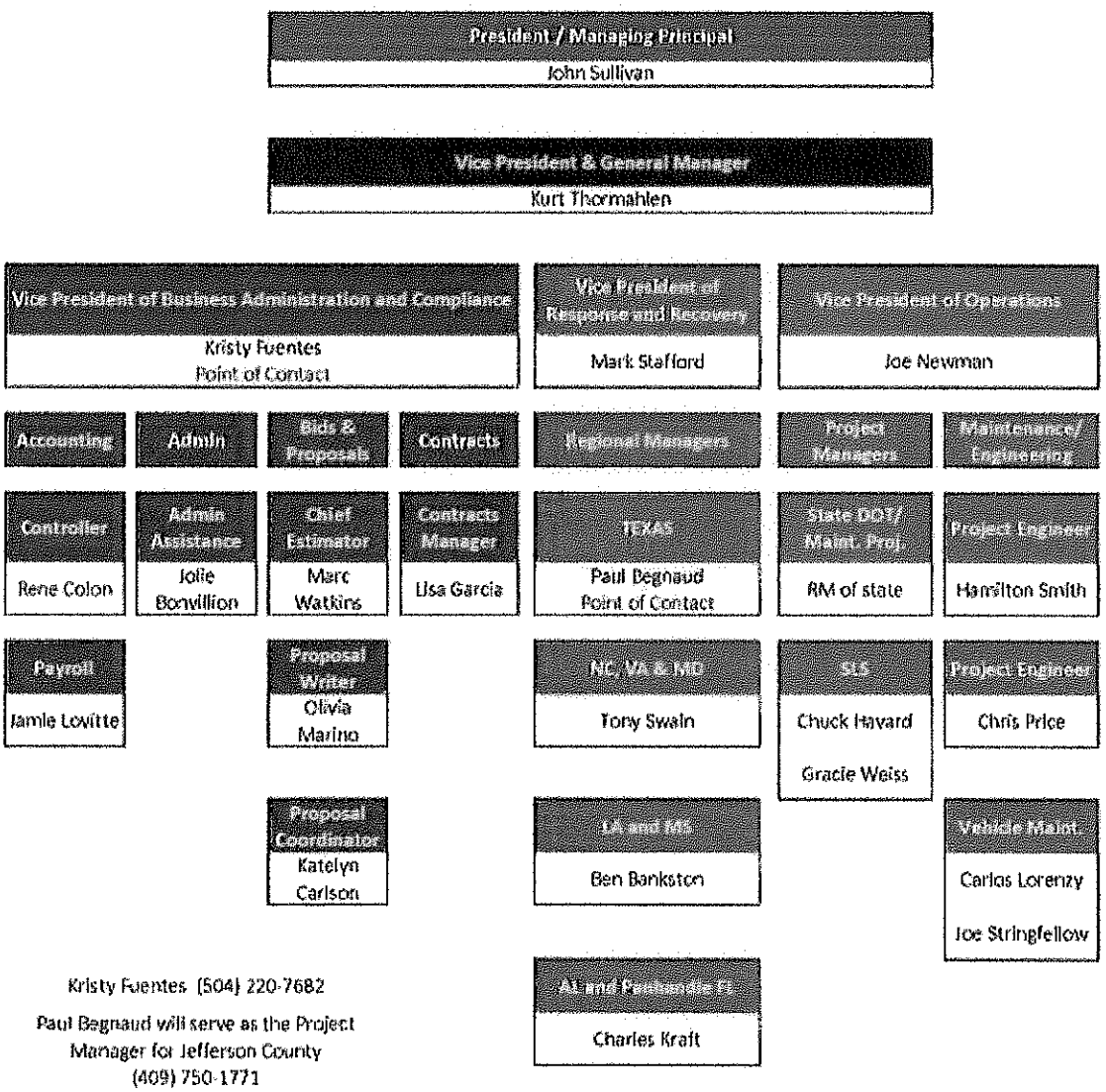
2000 Winter Ice Storm

- In January 2000, in the aftermath of the Winter Ice Storm, DRC performed debris removal and landfill management services in North and South Carolina and Georgia. Approximately 800,000 cubic yards of debris was removed and processed within approximately 90 days.

ORGANIZATIONAL CHART

DRC Emergency Services, LLC

Organizational Chart



Kristy Fuentes (504) 220-7682

Paul Begnaud will serve as the Project Manager for Jefferson County (409) 750-1771

PERSONNEL CERTIFICATIONS INCLUDING THIRD PARTY CERTIFICATIONS

Please see below for a list of personnel certifications:

ADEM-QCI, Asbestos, Hazwoper, HSEEP, IS-3, IS-5.a, IS-10.a, IS-11.a, IS-29, IS-33.16, IS-33.17, IS-35.16, IS-35.17, IS-36, IS-37.17, IS-42, IS-60.b, IS-75, IS-100.a, IS-100.b, IS-100.fda, IS-100.fwa, IS-100.hcb, IS-100.he, IS-100.leb, IS-100.pw, IS-100.pwb, IS-100.sca, IS-106.17, IS-120.a, IS-200, IS-200.a, IS-200.b, IS-200.hca, IS-201, IS-230.d, IS-241.b, IS-242.b, IS-244.b, IS-315, IS-317, IS-324.a, EA-325, IS-394.a, IS-405, IS-420, IS-421, IS-453, IS-546, IS-546.a, IS-547.a, IS-631, IS-632, IS-632.a, IS-633, IS-634, IS-700, IS-700.a, IS-702.a, IS-775, IS-800.a, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-807, IS-808, IS-809, IS-810, IS-811, IS-812, IS-813, IS-906, IS-907, IS-909, IS-912, IS-914, IS-914, IS-1150, IS-2900

Please see Personnel Certifications attached

STANDBY CONTRACTS WITHIN TEXAS

State of Texas		
	Aransas Pass	Jefferson Co. Drainage District No. 7
	Bellaire	Kemah
	Brazoria County	La Porte
	Cedar Hill	McKinney
	Chambers County	Montgomery County
	Cleveland	Morgan's Point
	Conroe	Nederland
	Duncanville (City of)	Pasadena
	Fort Worth	Piney Point Village
	Freeport (City of)	Port Aransas
	Galveston (City of)(2)	Port Arthur
	Galveston Wharves	Port Neches
	Garland	San Antonio
	Groves	Shenandoah
	Harris County	Sugar Land
	Houston (2)	Taylor Lake Village
	Houston Galveston Area Council	Texas City
	Humble	Tyler County
	Huntsville	Waller County
	Jamaica Beach	
	Jefferson County	

REFERENCES IN EXCESS OF 1,000,000 CUBIC YARDS

REFERENCES

OWNER & TIMELINE	DESCRIPTION OF WORK	CONTRACT VALUE	CUBIC YARDS	POINT OF CONTACT
East Baton Rouge Parish/City of Baton Rouge August 2016 – Present	Disaster Debris Removal and Disposal **Louisiana Severe Storms and Flooding (DR-4277)**	Work in Progress Est. $35,000,000	Work in Progress 1,947,581 (as of 6/12/2017)	Adam Smith, *P.E. Interim Director* Phone: (225) 389-5623 Fax: (225) 389-5391 Amsmith@brgov.com 222 Saint Louis Street, Suite 816 Baton Rouge, LA 70802
South Carolina Department of Transportation February 2014 – May 2014	Emergency Debris Removal **2014 South Carolina Ice Storm**	$44,233,669.57	1,464,598	Mark Hunter, *SCDOT Maintenance Engineer* Phone: (803) 429-3045 Fax: (803) 737-2850 Huntermw@dot.state.sc.us 955 Park Street Columbia, SC 29201
City of Galveston September 2008-January 2009	Emergency Hurricane Debris Clearing and Removal **Hurricane Ike**	$38,007,492.62	1,301,655.86	Rosana Pratt, *Deputy Emergency Management Coordinator* Rpratt@galvestontx.gov Phone: (409) 765-3710 Fax: (409) 765-3711 823 Rosenberg St., Galveston, TX 77553

PREPARE

One of the primary missions of any government agency is to protect lives; minimize the loss or degradation of resources; and continue, sustain, and restore operational capability after a disaster strikes in its area of responsibility. DRC Emergency Services, LLC by comprehensive planning support, along with vigorous training, can help local government reach a level of readiness that will allow the government to address these contingencies with confidence. We are committed to helping our clients understand the principals and all hazard aspects of Emergency Management. One of the basic principles of emergency management is that we can and should prepare for the hazard before it occurs and by doing so we are better postured to respond after the disaster-triggering event occurs.

Preparedness involves marshaling the resources needed to respond effectively as well as how to respond when an emergency or disaster occurs. These activities help save lives and minimize damage by preparing people to respond appropriately when an emergency is imminent or actually occurs. To respond properly, a jurisdiction must have a plan for response, trained personnel to respond, and necessary resources with which to respond. DRC can provide comprehensive employee training for plan implementation. This training may include disaster simulation and evaluation, as well as helping the agency modify their Emergency Management Plan (EMP) as needed. Training can also be used to test various plans such as the Comprehensive Emergency Management Plan, Continuity of Operations Plans, Field Operations Guides, etc. DRC is committed to providing the best training possible to its clients. Clients have made significant investments in equipping their first response units, but if the client, first responders and the public they serve have not prepared by training, then the investment will not pay off when it is needed most – during an actual event.

ALERT

When a potential storm arises, DRC personnel monitor the situation and a telephone cascade plan is initiated to alert the Regional Manager and other relevant personnel (see below). Local and area DRC offices are activated.

72 hours before impending impact, the Regional Manager makes contact with Jefferson County to discuss the maximum response requirements for a 24-hour, 48-hour and 72-hour response window, as well as potential DMS (if not pre-established in the contract). This information is reported to all vice presidents and senior project managers.

PERSONNEL

The **Vice President** (V.P.) is positioned at DRC headquarters. The V.P. directs and supervises all operational aspects of DRC and team partners in response to a Task Order. The V.P. serves as the primary contact between DRC and the client for all contracts and other communication. Upon Task Order, the V.P. initiates all corporate plans in fulfillment of contract requirements and activates all relevant departments, team partner relationships, subcontract relationships, and reservists. The V.P. 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.

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 every day, 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 Jefferson County. Their duties also include the management of documentation and public relations for the specific project.

The **Operations Manager** (O.M.) is a member of DRC Senior Management assigned as principal liaison to the client for each operation. The Operations Manager 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 Operations Manager will have full electronic linkage to the client via cell phone, satellite phone, internet, and/or two-way radios. The O.M. will have responsibility for successful completion of a Task Order and is responsible to the client as well as the DRC V.P.

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.

The field supervisor works "hand in hand" with the sector safety manager and quality control manager to ensure a safe and compliant operation in the field. He answers directly to the project manager but is instructed to take action if the safety or QC manager raises any safety concerns and has the authority to stop work. Daily and QC reporting is a primary and important function of the field supervisor; they are to fill out and submit daily reports to the project manager for all activities within that zone on a daily basis.

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.

Site Managers shall be assigned to each and every site located within any debris mission to include DMS, staging sites and final disposal sites. The Site Managers will oversee and direct all unloading, reduction, traffic control, inspection tower issues, site equipment and trucks. Site Managers report directly to the project manager, but also communicate with the crew and field supervisors.

MOBILIZATION

If the storm becomes a threat, 24-48 hours before impact, manpower and equipment are mobilized and staged in a safe location near the area of impact. Subcontractors are put on notice, and emergency communications are made available. Locations for a mobile command center are scouted and chosen based on factors such as proximity to major roads and severity of impact.

Because DRC ES has partnered with major fuel companies and compiled a list of regional emergency diesel and gasoline suppliers, temporary shortages will not affect operations. Field maintenance/fuel personnel will prepare their assigned maintenance/fuel vehicles for deployment in accordance with the appropriate inventory and safety checklists.

DRC personnel will ensure, that the command center, if utilized, contains all required equipment and supplies, that communications have had a full systems check and that all required equipment/supplies are in order prior to departure. Portable power supplies will also be safety inspected and load tested prior to departure. DRC over-the-road equipment transports and operators will initially conduct equipment transportation. Additional equipment transportation will be contracted, as needed, by over-the-road equipment transporters and operators through pre-established standing agreements.

Compliance Measures

DRC's Safety Officer will conduct a safety briefing and safety equipment check prior to equipment operation to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Within three days of Task Order/Notice to Proceed, DRC will furnish Jefferson County with a site-specific Management/Operations plan, along with a Quality Control Plan and site-specific Safety Plan.

All personnel records (management, supervisors, foremen and laborers) will be reviewed prior to deployment to ensure they have documentation of current training.

DMS teams will also secure all necessary clearances, permits, and licenses to operate the site(s) and will submit Site Plans to Jefferson County 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, plus a complete Subcontracting Plan listing all subcontractors. Within 48-72 hours, DMS location(s) will be fully operational, complete with ingress and egress points, inspection towers, water runoff protection, and containment berms and/or geotextile.

RESPOND

Responding to natural and man-made disasters and emergency clearing of debris is the core business of DRC ES and has been for twenty-seven years. We understand that a response is expected and needed immediately after the disaster occurs to help save lives and minimize loss.

DEBRIS OPERATIONS PLAN

Response Time

DRC Emergency Services (DRC ES) proposes the following time frames in which services can be provided without unwarranted delay or interference. DRC 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 will have management personnel within the Emergency Services Center 24 - 48 hours prior to the arrival of a disaster. If the disaster could not be predicted, DRC will have management personnel within the Emergency Services Center within 24 hours after the event. DRC 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.

- **WITHIN 24 HOURS:** DRC initiates Emergency Road Clearance (Push) operations with 15-20 crews or more as dictated by the events severity.

- **WITHIN 48 HOURS:** When the initial assessment phase is complete DRC submits the required information such as site specific safety plan, insurance, bonds, quality control plan, subcontracting plan with specific subcontractors and goals, location of staging area, location of DMS, final disposal sites and all applicable licenses, permits, organizational structure etc.

- **WITHIN 72 HOURS:** 50% Mobilization - Emergency Road Clearance is complete, DMS construction is underway, and DRC's projected management staff, including subcontractors and consultants, will be operational.

- **WITHIN FIVE DAYS: 100% FULL MOBILIZATION** – At full mobilization, the average daily production rate for load and haul will be approximately 10-20,000 cubic yards (again depending upon the severity of the event). The hauling activity normally last approximately 60 days and an additional 30 days for reduction; site closure and project close out.

DRC Emergency Services proposes the following time frames in which services can be provided without unwarranted delay or interference:

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. The Team may be air lifted to the designated location by company and/or subcontractor aircraft. Management vehicles will provide transportation for other company personnel. The Team will

then conduct an immediate disaster assessment in coordination with Jefferson County staff to begin the staging and deployment of equipment, crews and logistical support.

DRC staff will establish the site location(s) in the disaster area for the temporary field office/s, communication unit, lay-down yard and support systems, including potential emergency base camp. Evaluation surveys will be conducted by ground teams as well as by aerial survey using helicopters.

Rapid Deployment Crews
The DRC full project administrative staff will be on site within 24 hours of Task Order/Notice to Proceed, and commence debris removal operations with five or more Rapid Deployment Crews. As necessary to open key access roads, crews of saw men and loaders with grapples will augment the Rapid Deployment Crews. The Project Mobilization team will then rapidly escalate crew strength to meet Jefferson County production rate targets.

Operations Manager
The Senior Management together with the Project Management Team will assign and provide a DRC Operations Manager to Jefferson County. 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 County via cell phone, satellite phone, internet, and/or two-way radios.

Operational Plans
Within 3 days of Task Order, DRC will furnish the contracting officer with a Management/Operations plan specific to the Task Order, with 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 Jefferson County or representative thereof. DRC will provide appropriate measurement forms as specified by Jefferson County.

MOBILIZATION-EMERGENCY DEBRIS ROAD CLEARANCE (PUSH)

This operation is accomplished when time is of the essence, normally within the first 70 (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.

As tasked by Jefferson County, 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 Jefferson County, DRC crews will work independently or in conjunction with Jefferson County 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 during this emergency debris and fallen tree clearance period. 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.

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:

☐ Vegetative	Miles
☐ C + D	☐ 0 - 15
☐ White Goods	☐ 16 - 30
☐ OTHER	☐ 31 - 50

Comments: _____

Signatures:

Agency: _____

DRC ES, LLC: _____

Operations

- Clear debris from roads in the order of and number of lanes as tasked by Jefferson County.
- Clear debris from parking lots, areas of ingress and egress and any other area of hospitals, shelters, emergency operations center, etc. as tasked by Jefferson County.
- 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 FROM PUBLIC RIGHTS OF WAY

Within 24 hours of Task Order, DRC will commence debris removal operations with multiple Debris Removal Crews. Debris Removal Crews will typically consist of three to five hauling vehicles of 100 to 150 cubic yard capacity with operators, one front end loader with operator, one foreman, and three laborers/flagmen. In instances where conditions allow, self-loading equipment of similar capacity will be utilized in order to maximize efficiency. As necessary or

directed by Jefferson County, crews will be augmented by equipment and personnel in order to gain hauling efficiency.

MULTIPLE SCHEDULED PASSES

In order to allow citizens and municipal agencies to return to their properties and bring debris to the right-of-way as recovery progresses, DRC ES recommends multiple, scheduled passes of each site, location, or area impacted by the disaster. Typically, three or four passes over a multiple month period are performed to ensure a quality and complete performance of the work required. DRC and Jefferson County will reach an agreement as to the number and schedule of passes will be reached as per FEMA concurrence and according to the volume of debris.

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.

PUBLIC NOTICES

DRC will provide weekly public notices of the debris removal schedule. These notices will be advertised in local major newspapers and will be of sufficient size to be easily seen by readers. They will also be advertised on at least two local major radio stations which have markets in Jefferson County. These announcements will be aired a minimum of four (4) times daily during the period with peak listeners for a minimum of thirty (30) seconds each and be run a minimum of three (3) days per week. DRC understands that all public notices must be approved by Jefferson County prior to release. The notices will contain a description of the work, how debris should be placed on the right of way, what eligible debris is, and the schedule for removal.

LOADING AND HAULING 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 placards provided by DRC and, if applicable, the Government. 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. 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 and 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. 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. 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.

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 DMS 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.

Debris not defined as eligible by FEMA Publication 325 or State or Federal Disaster Specific Guidance or policies will not be loaded, hauled, or dumped under the contract unless written instructions are given to the DRC by the County Debris Manager or his authorized representative.

PRIVATE PROPERTY DEBRIS REMOVAL

FEMA may extend public assistance to private property debris removal when it poses a threat to the public. When requested, DRC will initiate and manage a Right of Entry (ROE) program to remove debris on private property and/or demolish private structures that present a public safety hazard. Access must be granted by the property owner prior to entering their property, unless there is an immediate threat to the lives, health and safety of the County's citizens.

DRC will not enter onto private property during the performance of this the contract unless specifically authorized by the County Debris Manager or his authorized representative in writing.

DEMOLITION

DRC Emergency Services, LLC employs many experienced supervisors, project managers, operators, and other technicians, many of whom have many years of 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 best management practices (DMP).

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.

REMOVAL OF HAZARDOUS STUMPS

Throughout its history, DRC has been activated on hundreds of contracts which require the removal of hazardous stumps. Typically the stump removal is included in the final pass of the ROW phase of the project. Stumps that are smaller than the minimum required to be billed under the stump line item will be hauled at the vegetative debris rate. For the stumps that qualify for billing under one of the stump line, the hazardous stump removal process begins by the monitoring firm or County representative measuring the stump and issuing a ticket with the stump measurement. DRC will then remove the stump and haul it utilizing the same equipment used to haul the vegetative debris. If the stump is too large to be hauled in this manner, a dedicated stump removal crew with a larger piece of loading equipment (typically a rubber tired front end loader) and a flatbed trailer will be used to load and haul these large hazardous stumps. All proper work zone safety and traffic control will be used during this process. After extracting the hazardous stumps, DRC crews will backfill the holes with the proper soil type.

A stump may be determined to be hazardous and eligible for Public Assistance grant funding as a per-unit cost for stump removal if it meets all of the following criteria:

- It has 50 percent or more of the root-ball exposed (less than 50 percent of the root-ball exposed should be flush cut);
- It is greater than 24 inches in diameter, as measured 24 inches above the ground;
- It is on improved public property or a public right-of-way; and
- It poses an immediate threat to life, and public health and safety.

EXPERTISE IN THE REMOVAL OF DEAD ANIMALS AND PUTRESCENT DISPOSAL

Improper disposal of animal carcasses can contaminate drinking water sources or spread disease. It is DRC Emergency Services, LLC's policy to handle and dispose of animal remains with care and in accordance with all state and local regulations.

If possible, all identified carcasses should be disposed of within 48 hours of death. There are several approved methods for the disposal of animal carcasses:

- **Incineration** at a secure and pre-approved site.
- **Deposition** in a contained landfill approved for remains disposal.
- **Composting**, with approval, is a sanitary and practical method of carcass disposal.

Breakdown of the carcass occurs by bacterial degradation and yields an odorless, humus-like substance that can be applied to fields using common manure-spreading equipment. Fertilizer values typical of composted carcass material contain 25 lb. of nitrogen/ton, 13 lb. of phosphorous/ton, and 7 lb. of potassium/ton. The use of composting as a method for the

disposal of carcasses often requires a permit from the state's Department of Agriculture. Properly designed composting systems have a positive environmental impact, reduce the amount of solid waste that may potentially be dumped into landfills, yield no air or water pollution, and require no chemical additives. The ingredients required for composting are simply moisture, air, bacteria, and a carbon source (straw, inedible feed, bedding material, and other materials).

Animal carcasses will be transported in a covered vehicle; the bed or tank will be constructed so that no drippings or seepage from the carcass can escape from the vehicle. Any animals found that are suspected to have died of a highly contagious, infectious, or communicable disease will be transported by certified professionals and in accordance with all state and local laws and regulations.

CLEAN FILL DIRT

DRC will place compacted fill dirt in ruts created by equipment, holes created by stump ends, and other areas that pose a hazard to public access upon direction of the County. This clean fill dirt will be compacted and directed by the County.

HAZARDOUS TREE AND LIMB REMOVAL

DRC Emergency Services has extensive experience in the removal of downed trees, felling damaged trees and clearing of vegetative debris. In all aspects of this work DRC ensures its employees work in a safe and efficient manner, utilizing the most appropriate equipment and best work practices.

An eligibility determination shall be made by the jurisdiction or its representative using the following criteria:

* A tree is considered "hazardous" if its condition was caused by the disaster; if it is an immediate threat to lives, public health and safety, or improved property; and if it is six inches in diameter or greater, when measured two feet from the ground; and one or more of the following criteria are met:

- It has more than 50 percent of the crown damaged or destroyed.
- It has a split trunk or broken branches that expose the heartwood.
- It has fallen or been uprooted within a public use area.
- It is leaning at an angle greater than 30 degrees.

Trees determined by the jurisdiction to be hazardous and that have less than 50 percent of the root-ball exposed should be cut flush at the ground level. The cut portion of the tree will be included with regular vegetative debris. The eligible scope-of-work for a hazardous tree may include removing the leaning portion and cutting the stump to ground level.

Right of way (ROW) removal of dangerous hanging limbs (hangers)

Criteria for the removal of hangers will be determined by the jurisdiction using the following criteria:

Limbs must be:

- Greater than 2" in diameter
- Still hanging in a tree and threatening a public-use area (trails, sidewalks, golf cart paths)

- Located on improved public property

All hazardous limbs in a tree should be cut at the same time, not in passes for particular sizes. DRC specialized equipment, such as Giraffes or circular telescoping trimming apparatus that is capable of making hundreds of cuts in a ten hour day.

Downed trees will be removed utilizing a combination of ground crews and equipment, the exact mix of which will depend on the disposition of the debris material. For example, trees on roadways will first be moved to the right-of-way (ROW) with heavy equipment (e.g. front end loader, excavator, skid-steer loader) before being cut by a ground crew into portions which can be placed in self-loading knuckle-boom trucks.

Eligible trees off the ROW will be pulled towards the roadway with heavy equipment before being reduced to an appropriate size and placed in self-loading trucks.

Standing or leaning damaged trees will be felled to the ground before reduction and loading, as described above. The felling of trees will be by certified fallers with chainsaws or with tree felling equipment (e.g. Hydro-Ax) and on some occasion Feller-bunchers, depending on location, access and size.

Vegetative debris on the ground will be handled as described for downed trees, with equipment used to pile the debris on the ROW where it can be accessed by self-loading trucks for removal and disposal.

DRC places safety above all else in all its work and all employees on site will be trained for their specific tasks. Appropriate personal protective and safety equipment (PPSE) will be worn at all times (e.g. head, hearing and hand protection) on the job site. Chainsaw operators shall be required to wear approved leg (chaps) and foot protection in addition to the mandatory PPSE.

Only designated, qualified personnel shall operate machinery and mechanized equipment. 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.

All machinery and equipment shall be inspected daily to ensure safe operating conditions: Certified personnel 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. 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.

DRC Emergency Services, LLC and its subcontractors, own substantial trucks and specialized pieces of heavy equipment, attachments and support equipment specifically designed for emergency response. DRC and/or their subcontractors have national priority contracts with multiple national equipment leasing companies and subcontractors and/or independent

contractors through which hundreds of trucks and/or pieces of heavy loading equipment are available to supplement DRC's and/or the subcontractor's fleets.

LAND BASED VEHICLE AND VESSEL REMOVAL

DRC has extensive experience in the recovery of post disaster vehicles and vessels initially in Guam and most recently following hurricane Karina in Louisiana. The Louisiana project involved the recovery of vehicle and vessels throughout the state of Louisiana and a specific projection for identification, return, and ultimate recycling.

Vehicle and vessel recovery programs typically involve multiple aggregation sites where the collected vehicles and vessels are systematically placed. The process varies from state to state, however, a notification process following legal guidelines is always a prominent part of the program. Additionally, fluids, tires, and Freon containing parts must be dealt with using an ecological method. Ultimately the goal of the program is the release of the vehicle and vessel to its proper owner and insurance companies with the balance of the units being recycled. In Louisiana, the proceeds from the scrap metal recycled reverted back to the state.

DRC and its subcontractors will have all recovery equipment and tow vehicles prepared to mobilize upon the first notification to recover vessels. Identified vessels will be removed within 72 hours of notification. Prior to moving all fluids will be drained into local, state and federally approved containers. Batteries will be disconnected.

MAJOR DEBRIS TYPES AND SPECIALIZED REQUIREMENTS

All debris will be processed and segregated into the following five main categories:

- **Vegetative Debris**
  Vegetative debris operations equipment may include, but is not limited to: rubber tired loaders with buckets, rakes or grapples; rubber tired excavators with grapples or thumbs; tele-handlers; track type loaders with rakes, grapples (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 (including Hanger and Leaners located on improved public property, overhanging and threatening a public use area or a possible threat to traffic); 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.

- **Construction and Demolition (C & D) Debris**
  C&D debris operations may use the same equipment as for vegetative debris. Curbside separation by the contractor and public is important to ensure proper segregation of vegetative and C&D debris and 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, knuckle boom loaders, dump trucks, dump trailers and service trucks.

- **Metallic Debris and White Goods**
  White goods can present a difficult dilemma to the recovery efforts. If white goods contain Freon, the 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 DMS 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.

- **Household Hazardous Waste and Hazardous Toxic Waste**
  Hazardous and toxic waste (HTW and HHW) 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 and HHW, including household hazardous waste, which,

after a disaster, may become concentrated and no longer considered de minimis. These procedures include the segregation and removal of HTW and HHW from the debris stream at the curbside, prior to the recovery of other debris and sorting and additional recovery of HTW and HHW within each DMS. Recovered HTW and HHW is removed to a proper disposal site or temporarily stored in the HTW and HHW disposal areas constructed within each DMS as required. DRC will set up a lined containment area and separate any Household Hazardous Waste inadvertently delivered to a debris management site and will be responsible for the removal and disposal of this hazardous material. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will also be set aside for collection and disposal.

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.

- **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 several on staff. ACMs will be encapsulated for hauling, in accordance with OSHA and EPA regulations, and brought directly to an asbestos accepting disposal facility.

  All special wastes will be handled according to the removal and disposal specifications of Jefferson County, 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 MANAGEMENT SITE OPERATIONS

Staging

Within 24 hours of Task Order, personnel and equipment will be deployed to establish a DMS at locations identified in conjunction with Jefferson County. The operation may include, but is not limited to the building of roads, erecting of fences, construction of containment areas, and placement of inspection towers. At minimum, the DMS equipment and crew may consist of: Air Curtain Incinerator, one trackhoe, two dozers, two towers, five 16-20 cubic yard dump trucks, one rubber tired loader, one water truck, one motor grader, tub grinder, one site manager, one-night manager, eight equipment operators, two supervisors, five laborers, light plants, and possibly a HTW containment systems.

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

DMS teams will also secure all necessary clearances, permits, and licenses to operate the site(s) and will submit Site Plans to Jefferson County 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, DMS location(s) will be fully operational complete with ingress and egress points, inspection towers, water runoff protection, and containment berms and/or geotextile

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

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.

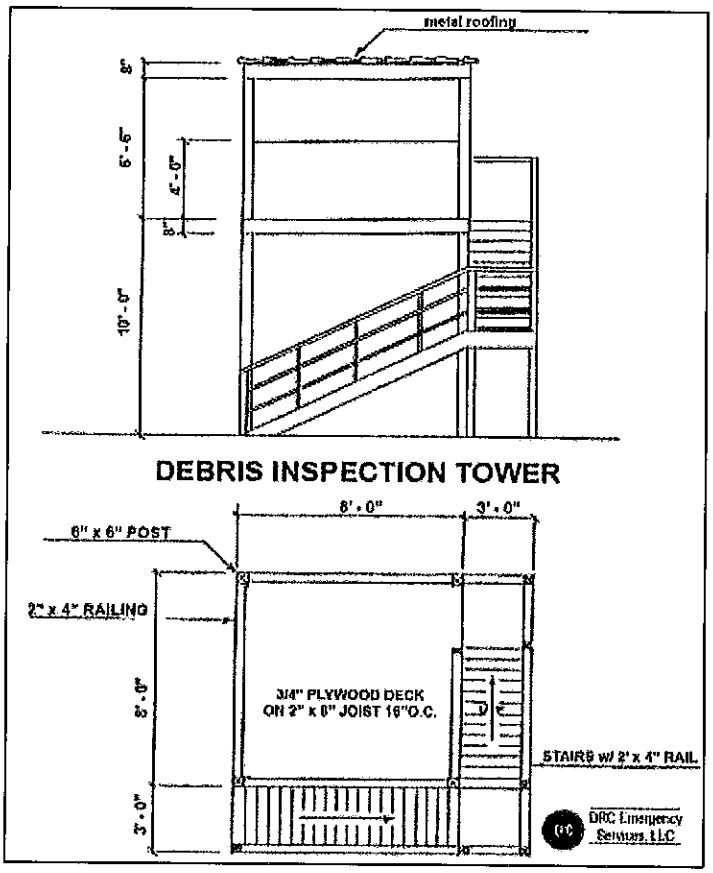
Site Safety Plan

The following information will be utilized to create a location specific site management plan and site safety 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, approved by Jefferson County. All temporary roads leading to and through the debris-staging site should be constructed and maintained for all weather use.

- **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 the 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 shall be manned by at least a representative of DRC.



DEBRIS INSPECTION TOWER

- **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 Jefferson County.

- **Environmental Protection** – DRC's "Environmental Protection Plan" will be followed to ensure compliance with required standards (Clean Water Act, Storm Water Act, Resource Conservation and Recovery Act, Superfund Amendments, Reauthorization Act and others). The plan outlines procedures concerning erosion control, hazardous and toxic wastes and dust and smoke control and is available for review upon request.

[INSERT PROPOSED DMS HERE]

DEBRIS STORAGE AREA

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.

DEBRIS REDUCTION METHODS

Grinding and/or Chipping Operations

Grinding/Chipping is DRC's preferred debris reduction method, as it encourages resource conservation through the salvage of wood chips for renewable energy. All vegetative debris will be reduced through grinding and/or chipping, rather than by burning operations.

Although this operation is preferred for environmental purposes, however, it is the most time consuming and costly reduction method due to material handling, hauling and 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 will be the dumping point until a sufficient quantity has been accumulated to commence a continuous reduction operation. The second pile will be started and accumulated until the reduction of the first pile has been completed at which time dumping of vegetative debris on the second pile will cease and the first pile will be replenished. This rotation will continue until reduction is complete.

Open Air Burning

Open air burning of disaster related debris is prohibited 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 suspected, by owner or DRC, 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

This method of burning will be used for reduction 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 suspected, by owner or DRC, 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 it 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 use this area to temporarily store the ash material prior to final disposal. Ash residue will be tested in accordance with the soil testing procedures in DRC's Environmental Protection Plan (EPP) to determine if there is a 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. Control of dust produced as a result of handling and/or 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).

FINAL DEBRIS DISPOSAL

DRCES normally conducts the final disposal of all debris, reduced debris, ash residue and other products of the debris management process in accordance with the applicable Federal, State and local laws, standards and regulations. The identification and acquiring of the final disposal locations will be at the direction of the contracting officials, with DRCES assistance if requested. Final disposal locations can vary from Class I to Class III landfills, to the above mentioned after-market locations (metal recyclers, municipal recycling facilities, mulching operations, mulch incineration programs, co-generation plants etc.) DRCEs and the government's inspectors assigned to the final disposal site will maintain disposal records and documentation during the entire disposal process.

RECYCLING STRATEGIES

Vegetative Debris: Vegetative debris such as trees, stumps, brush, and leaf and yard waste make up the largest portion of the debris produced during tornadoes, hurricanes, and other natural disasters. Vegetative debris can be collected, stockpiled, and processed to the specifications of a mulch or boiler fuel product. Although some local governments have purchased wood processing equipment, others find it more cost effective to contract out the services.

Aggregates: Large amounts of aggregate debris such as asphalt pavement and concrete may result from the destruction of roadways during disasters. These materials can be collected, stockpiled, and processed to the specifications for road base aggregate or solid fill material.

Construction and Demolition Debris: Another large component of disaster debris is the construction and demolition (C&D) material that results from the destruction of homes, commercial and non-commercial buildings, and other structures. The materials produced from these sources may include wood, aggregates, metals, gypsum, plastics, and other miscellaneous components. These materials can be managed by using existing recycling facilities, and supplemented by establishing temporary C&D processing sites in areas where adequate recycling infrastructure does not exist.

White Goods and E-waste: Electronic waste is devices or components thereof that contain one or more circuit boards and are used primarily for data transfer or storage, communication, or entertainment purposes. Televisions, computer monitors, DVD players, video cameras, fax and copy machines, video game consoles, radios, cell phones, etc. Electronics contain a hodgepodge of metals and materials that can be dangerous, given the large numbers that are likely to be thrown out in a hurricane's aftermath. Older electronics can contain lead, chromium, cadmium, mercury, nickel and zinc, all toxic to humans. However a number of materials like metals and plastics in electronics can be recycled, reducing pollution while saving energy and resources. Freon and metals recovered from white goods are thoroughly recyclable and marketable. Revenue generated from the recycle of such wastes is typically returned to government entity following cost.

Other innovative recycling strategies DRC will explore depending on the setting and scope of an event:

Composting to produce valuable fines and to de-contaminated materials: Wood chips, contaminated sediments, and other organic debris may be blended into windrows for thermal composting, such as is used to recycle green waste in many cities, and to decontaminate hydrocarbon-affected soils in remedial actions. Windrow turners mix and oxygenate the organic materials. Other, more-compact composting methods are also available using containerized systems. The end result is humus, which may be used for wetlands restoration, soil building, and mulch.

Segregation of bricks and aggregate for low-grade structural uses: Solid materials such as brick, fractured brick, cinder block, and aggregate may be segregated from the waste stream and used

for structural applications such as erosion control, diversion features, landscape elements, and light-duty pavements.

Recycling of glass and ceramics into durable fines: Bottles, windows, and wall elements may be ground into sand-like fines for structural applications as described above, and also for wetlands restoration and beach renewal.

Recovery of copper and other metals: Copper wire and other metals may be separated and profitably recycled into new wires, signs, and light-duty structures, as was done by Florida Power and Light after Hurricane Andrew.

Production of biofuels for distributed use: The organic fraction of the debris stream may be pulverized and fashioned into high-BTU pellets, or anaerobically digested into natural gas. The production and sale of refuse-derived energy is economically rewarded because renewable energy credits may be sold along with the energy produced. While this may involve an out-of-state company with significant experience in this area, the Subcommittee is mindful that a local project developer should remain involved.

DEBRIS MANAGEMENT SITE CLOSEOUT

Restoration is conducted during the closing of each DMS. 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.

Documentation and Inspection - 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 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.

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 DMS, personnel to verify the contents and cubic yards of all vehicles entering the DMS. Records are maintained for each load entering the DMS, its cubic yardage is verified, and each vehicle leaving the DMS is viewed to verify that the contents have been emptied. DRC and the government monitor the material to determine that the load consists of eligible storm debris. DRC and the government have in place at the pickup site, personnel to verify the contents, location, date and time of the vehicles departing for the DMS and issuance of the load ticket 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.

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 Temporary Structures - All temporary structures such as fencing, inspection towers, temporary offices, sanitary facilities, etc., shall be removed from each site.

Restoration 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 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.

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.

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.

ACCOUNTING AND DOCUMENT MANAGEMENT

DRC's invoicing procedure is as follows:

- Load tickets are received, logged, and then scanned into DRC's database system. Tickets are then entered and audited for accuracy.
- Invoice is worked up along with the ticket data backup.
- The reconciliation process then takes place with either the Monitoring Firm or the reconciliation contact with the municipality (if there isn't a Monitoring Firm).
- Once the invoice and ticket data has been 100% reconciled, the Monitoring Firm, or the reconciliation contact with the municipality, then recommends the invoice to FEMA for payment.
- Frequency: The invoicing is usually done on a weekly basis

Required Documentation

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:

- Letterhead with DRC name and contact information
- Report Date
- Location of completed work
- Location of work for next day
- Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
- List of roads that were cleared (Emergency Clearance)
- Number of Crews (including number of trucks and loading equipment)
- Daily and cumulative totals of debris removed, by category
- Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)

- Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
- Number of hazardous trees and hanging limbs removed.
- 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 can become the invoicing document for the Contract.

Documentation and Recovery Process

Prior to the beginning of the hurricane season, DRC will meet with Jefferson County and the Debris Management Monitor to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. At all times, DRC will provide Jefferson County access to all work sites and disposal areas. DRC, Jefferson County and the Debris Management Monitor will have in place at the DMS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the DMS. The Debris Management Monitor will coordinate data recording and information management systems, including but not limited to:

- Prepare detailed estimates and submit to FEMA for use in Project Worksheet preparation.
- Implement and maintain a disaster debris management system linking load ticket and TDSRS information, including reconciliation and photographic documentation processes.
- Provide daily, weekly or other periodic reports for Jefferson County managers and the Debris Management Monitor, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.

DRC will provide the following assistance:

- Recovery process documentation – create recovery process documentation plan
- Maintain documentation of recovery process
- Provide written and oral status reports as requested to Jefferson County Debris Management Monitor
- Review documentation for accuracy and quantity
- Assist in preparation of claim documentation

DRC will provide all requested information to the Debris Management Monitor that is necessary for proper documentation and understands that copies of complete and accurate records are required for the receipt of federal funds and must be supplied to the County. DRC will work closely with FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.

PROMPT COMPLAINT RESOLUTION

Within 24 hours of a damage report, an investigative team will be dispatched to determine the veracity and severity of the damage report. If validated, damages are repaired as quickly as physically possible, preferably commencing repairs on the day that the report is validated. If a subcontractor is involved, that subcontractor is asked to produce a plan to prevent further occurrences.

RECOVER

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.

MARINE DEBRIS AND DERELICT VESSEL REMOVAL

Marine Debris and Derelict Vessels designated for removal will be identified using side-scan sonar. DRC has extensive experience with and will deploy side-scan sonar units to identify sub-surface marine debris. This approach provides for precise extraction of debris and does not disturb large areas of oyster beddings, or water bottoms. The County will provide GPS coordinates to DRC. Each debris removal vessel will be equipped with a GPS and side scan sonar. Debris removal crews will identify debris locations using coordinates and on-board GPS units. Crews will then deploy side-scan sonar to fine tune debris location. Following debris extraction from water, crews will verify complete removal using side scan sonar. No debris will be removed other than that which is designated and approved for removal by the County in advance.

CANAL/WATERWAY DEBRIS REMOVAL

Waterway debris removal consists of removing all wet debris from the water surface down to the sediment bottom from within the waters and lands of the County, transferring the debris to land based trucks and hauling temporary debris storage sites. DRC ES will mobilize small barges, marsh buggies, airboats and additional small watercraft from existing marinas and public/private access points. Due to the shallow water depths and tidal movement, we propose to use smaller watercrafts that are configured to work in these draft environments. Marine debris shall be removed, handled, transported, and disposed of in accordance with OSHA, and all applicable federal, state and local laws, codes, regulation and procedures.

SAFETY PLAN

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. An outline of his responsibilities includes:

Professional Development

- Establish and maintain a health and safety library
- Keep appraised 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 car

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

RESPONSIBILITIES AND AUTHORITIES OF SAFETY MANAGER

With this position, the Safety Manager has the unconditional support and authority to stop any work which is not in compliance with safety regulations.

Specific duties as safety manager include, but are not limited to:

1. Manage all safety for debris removal missions
2. Outline the duties of safety organization for DRC on each task order
3. Disseminate information to all employees regarding safety
4. Manage overall safety in conjunction with quality control manager for debris operations
5. Manage overall eligibility for debris operations
6. Stop any non-compliant work
7. Oversee and manage all safety reports that are reported on a daily basis
8. Maintain a safe, professional and compliant work atmosphere
9. Daily safety & quality control meetings with Town of Atlantic Beach inspectors as directed by the KO.

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 outlines 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 or 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 systems 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 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 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 are 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 tab 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 dead

lining 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 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 other side of 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 even 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.

DRC has a plan with more policies and procedures that will be available upon request.

SAFETY RECORD

1. 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 five years ago when the company was operated under previous ownership. Following a detailed response at the direction of DRC's new ownership and management, the suspension was lifted. None of the individuals that were named in the suspension are currently employed by DRC Emergency Services, LLC. Moreover, the company implemented a robust corporate responsibility, compliance, safety and ethics program at all employment levels. DRC Emergency Services, LLC currently operates in good standing with all branches of Government.

2. 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.

3. 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.

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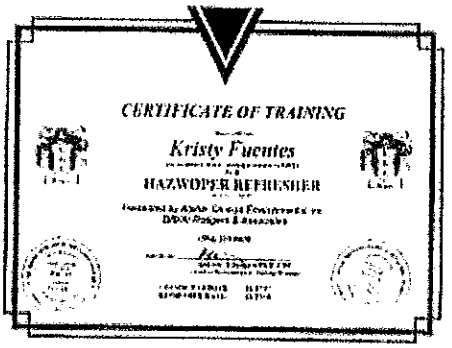

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Introduction to the Incident Command System
(ICS 100) for Public Works

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CERTIFICATE OF TRAINING

Joe Newman

HAZWOPER REFRESHER

Emergency Management Institute

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PAUL G BEGNAUD

FEMA Individual Assistance (IA)

Emergency Management Institute

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FEMA Individual Assistance (IA)

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Introduction to Debris Operations

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Introduction to FEMA's Public Assistance Program

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Introduction to Debris Operations

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Debris Management Plan Development

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National Incident Management System (NIMS)
An Introduction

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Lisa Garcia

HAZWOPER REFRESHER

COST PROPOSAL

Please see Attachment A attached

Attachment A – Cost Proposal

Emergency Debris Removal Services (In Response to Hurricane Harvey) for Jefferson County (RFP 17-032/YS)

Vendor Name: DRC Emergency Services, LLC

SCHEDULE 1 - UNIT RATE PRICE					
2.2 ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a End User approved debris management site (DMS) or End User approved final disposal site.	**$ Per Cubic Yard (CY)**	**Low Range 0-100k CY**	**Mid Range 100k-500k CY**	**High Range 500k+ CY**	**$ Per Ton (Alternate)**
0 to 15 miles	$12.26	$14.26	$12.26	$12.26	$98.08
16 to 30 miles	$12.26	$14.26	$12.26	$12.26	$98.08
31 to 60 miles	$12.26	$14.26	$12.26	$12.26	$98.08
Greater than 60 miles	$12.26	$14.26	$12.26	$12.26	$98.08
2.3 ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D on the ROW or public property to a End User approved final disposal site.	**$ Per Cubic Yard (CY)**	**Low Range 0-100k CY**	**Mid Range 100k-500k CY**	**High-Range 500k+ CY**	**$ Per Ton (Alternate)**
0 to 15 miles	$12.79	$14.79	$12.79	$12.79	$89.53
16 to 30 miles	$12.79	$14.79	$12.79	$12.79	$89.53
31 to 60 miles	$12.79	$14.79	$12.79	$12.79	$89.53
Greater than 60 miles	$12.79	$14.79	$12.79	$12.79	$89.53
2.4 Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to an End User approved final disposal site.	**$ Per Cubic Yard (CY)**	**Low Range 0-100k CY**	**Mid Range 100k-500k CY**	**High-Range 500k+ CY**	**$ Per Ton (Alternate)**
0 to 15 miles	$22.48	$24.98	$22.48	$22.48	$157.36
16 to 30 miles	$22.48	$24.98	$22.48	$22.48	$157.36
31 to 60 miles	$22.48	$24.98	$22.48	$22.48	$157.36
Greater than 60 miles	$22.48	$24.98	$22.48	$22.48	$157.36

2.5 Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to an End User approved final disposal site.	**$ Per Cubic Yard (CY)**	**Low Range 0-100k CY**	**Mid Range 100k-500k CY**	**High-Range 500k+ CY**	**$ Per Ton (Alternate)**
0 to 15 miles	$42.48	$44.98	$42.48	$42.48	$300.86
16 to 30 miles	$42.48	$44.98	$42.48	$42.48	$300.86
31 to 60 miles	$42.48	$44.98	$42.48	$42.48	$300.86
Greater than 60 miles	$42.48	$44.98	$42.48	$42.48	$300.86

2.6 DMS Management and Operations Work consists of managing and operating DMS for acceptance of eligible vegetative disaster related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**$ Per Cubic Yard (CY)**	**Low Range 0-100k CY**	**Mid Range 100k-500k CY**	**High-Range 500k+ CY**	**$ Per Ton (Alternate)**
	$1.25	$2.25	$1.25	$1.25	$12.50

2.7 DMS, Management and Reduction by Grinding Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**$ Per Cubic Yard (CY)**	**Low Range 0-100k CY**	**Mid Range 100k-500k CY**	**High-Range 500k+ CY**	**$ Per Ton (Alternate)**
	$2.75	$3.75	$2.75	$2.75	$27.50

2.8 DMS Management and Reduction by Air Curtain Incineration Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**$ Per Cubic-Yard (CY)**	**Low Range 0-100k CY**	**Mid Range 100k-500k CY**	**High-Range 500k+ CY**	**$ Per Ton (Alternate)**
	$1.85	$2.85	$1.85	$1.85	$18.50

2.9 Haul-out of Reduced Debris to a End User Approved Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at an End User approved DMS to an End User designated final disposal site.	**$ Per Cubic-Yard (CY)**	**Low Range 0-100k CY**	**Mid Range 100k-500k CY**	**High-Range 500k+ CY**	**$ Per Ton (Alternate)**
0 to 15 miles	$3.63	$4.63	$3.63	$3.63	$32.67
16 to 30 miles	$4.63	$5.63	$4.63	$4.63	$41.67
31 to 60 miles	$5.93	$6.93	$5.93	$5.93	$50.67
Greater than 60 miles	$6.93	$7.93	$6.93	$6.93	$59.67

2.10 Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the End User ROW for collection under the terms and conditions of Scope of Services, Vegetative Debris Removal.	**$ Per Tree**
6 inch to 12.99 inch diameter	$47.62
13 inch to 24.99 inch diameter	$116.40
25 inch to 36.99 inch diameter	$179.89
37 inch to 48.99 inch diameter	$312.17
49 inch and larger diameter	$467.17
Hanger Removal (per Tree)	$74.07

2.11 Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a End User approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal.	**$ Per Stump**
24.1 inch to 36.99 inch diameter	$206.35
37 inch to 48.99 inch diameter	$312.17
49 inch and larger diameter	$450.00

2.12 ROW White Goods Debris Removal Work consists of the removal of eligible White Goods from the ROW to a End User approved DMS site or End User approved facility for recycling. Contractor shall be responsible for recovering/disposing refridgerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the End User approved DMS to a End User approved facility for recycling.	$ Per Unit
Refridgerators and freezers requiring refridgerant recovery and decontamination	$70.00
Washers, dryers, stoves, ovens, AC units, and hot water heaters	$35.00

2.13 Used Electronics Removal Work consists of the recovery and disposal of disaster damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the End User.	$ Per Unit
	$ 37.04

2.14 Household Hazardous Waste Removal, Transport, and Disposal Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a End User approved permitted hazardous waste facility or MSW type I landfill.	$ Per Pound
	$13.95

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2.15 Abandoned Vehicle and Vessel Removal Work consists of the removal and transport of eligible abandoned vehicles and vessels.	$ Per Unit
Passenger Car	$330.00
Single Axle	$450.00
Vessels less than 20 linear feet	$4500.00
Vessels 21 linear feet and greater	$11,500.00
Double Axle	$750.00

2.16 Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	$ Per Pound	
	$4.95	

SCHEDULE 2
Hourly Labor, Equipment, and Material Price Schedule

Equipment Type With Operator	Estimated Hours	Hourly Labor Rate	Total
Air Curtain Burner, Self-Contained System	140	$225.00	$31,500.00
50' Bucket Truck	140	$275.00	$38,500.00
Crash Truck w/Impact Attenuator	70	$145.00	$10,150.00
Dozer, Tracked, D3 or Equivalent	70	$145.00	$10,150.00
Dozer, Tracked, D4 or Equivalent	70	$235.00	$16,450.00
Dozer, Tracked, D5 or Equivalent	70	$345.00	$24,150.00
Dozer, Tracked, D8 or Equivalent	70	$450.00	$31,500.00
Dump Truck, 16 +/- CY	70	$125.00	$8,750.00
Dump Truck, 20 +/- CY	70	$145.00	$10,150.00
Dump Truck, 38 +/- CY	70	$165.00	$11,550.00
Generator, 5.5 kW, List kW Capacity	70	$35.00	$2,450.00
Generator, 200 kW, List kW Capacity	70	$95.00	$6,650.00
Generator, 2,500 kW, List kW Capacity	70	$175.00	$12,250.00
Light Plant with Fuel and Support	140	$100.00	$14,000.00
Grader w/12' Blade (Min. 30,000 LB)	70	$260.00	$18,200.00
Hydraulic Excavator, 1.5 CY	70	$175.00	$12,250.00
Hydraulic Excavator, 2.5 CY	70	$185.00	$12,250.00
Knuckleboom Loader	140	$270.00	$37,800.00
Lowboy Trailer w/Tractor	70	$150.00	$10,500.00
Mobile Crane up to 15 Ton	70	$225.00	$15,750.00
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	$65.00	$4,550.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	$115.00	$8,050.00
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	$250.00	$17,500.00
Vac Truck (Mist Capacity), List Capacity	70	$195.00	$13,650.00
Pickup Truck, 1 Ton	70	$45.00	$3,150.00
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	$135.00	$9,450.00

Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	$145.00	$10,150.00
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	$135.00	$9,450.00
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	$145.00	$10,150.00
Tub Grinder, 800 to 1,000 HP	140	$675.00	$94,500.00
Hydraulic Excavator, 1.5 cy (w/ thumb)	70	$175.00	$12,250.00
Hydraulic Excavator, 2.5 cy (w/ thumb)	70	$185.00	$12,950.00
Truck, Flatbed	70	$145.00	$10,150.00
Articulated, Telescoping Scissor Lift for Tower, 15 hp/37 ft lift	140	$135.00	$18,900.00
Water Truck, 2500 gal (Non-Potable, Dust Control and Pavement Maintenance)	140	$135.00	$18,900.00
Wheel Loader, 3 CY, 152 HP	70	$185.00	$12,950.00
Wheel Loader, 4.0 CY, 200 HP	70	$205.00	$14,350.00
Wheel Loader-Backhoe,1.5 CY, 95 HP	70	$175.00	$12,250.00
Other – Please List			

Labor Category	EstimatedHours	HourlyLabor Rate	Hourly LaborRate
Operations Manager w/Cell Phone and .5 ton Pickup	70	$90.00	$6,300.00
Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc supplies in support of crew	140	$75.00	$10,500.00
Tree Climber/Chainsaw and Gear	350	$90.00	$31,500.00
Laborer w/Chain Saw	350	$45.00	$15,750.00
Laborer w/Small Tools, Traffic Control, or Flag person	350	$40.00	$14,000.00
Bonded and Certified Security Personnel	140	$85.00	$11,900.00
Other – Please List			

Crew Category	Estimated Hours	Hourly Labor Rate	Total
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	350	$385.00	$134,750.00
Other – Please List			

EXPERIENCE IN SPECIALTY DEBRIS MANAGEMENT

DRC has read and understands the scope of services for this project. Throughout its twenty seven year history, DRC has provided disaster response that has included the collection of all specified materials in this proposal:

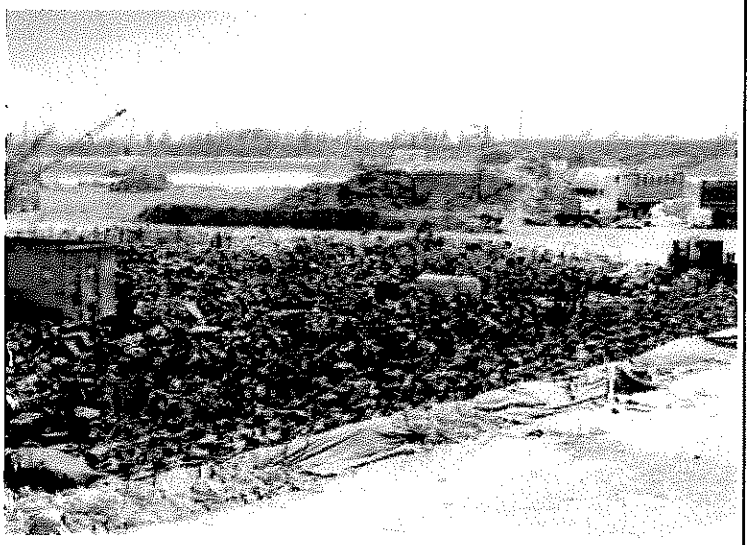
- White Goods
- Tires
- Gas Powered Equipment
- E-Waste
- Construction and Demolition
- Marine Debris Removal
- Demolition
- Hazardous Tree Removal
- Soil, Mud and Sand
- Household Hazardous Waste and Hazardous Waste

Following is a list additional specific notable experience for each scope:

1. White Goods:
    a. City of Houston, Tropical Storm Allison, 2001 – Removal and processing of white goods from approximately 40,000 flooded houses as part of $2.4 million contract with the city's solid waste department.
    b. Monroe County, Florida, Hurricane Wilma, 2005 – Removal and processing of white goods from damaged properties as part of $15 million contract
    c. Escambia County, Florida, Hurricane Ivan, 2004 – Removal and processing of white goods from damaged properties and beach front as part of $50 million contract. Included extensive Freon decontamination.
2. Waste Tires:
    a. City of Houston, Tropical Storm Allison, 2001 – Removal and processing of waste tires from approximately 40,000 flooded houses as part of $2.4 million contract with the city's solid waste department.
    b. State of Virginia Emergency Management, 2002 – 3,000,000 Tires Fire Emergency Hazardous Waste Containment in $184,820 contract.
3. Gasoline Powered Equipment
    a. City of Houston, Tropical Storm Allison, 2001 – Removal and processing of gasoline powered equipment from approximately 40,000 flooded houses as part of $2.4 million contract with the city's solid waste department.
    b. Louisiana Department of Environmental Quality, Hurricane Katrina, 2005 – Removal, processing, remediation, and crushing and/or disposal of thousands of automobiles and engines as part of four contracts worth over $20 million.
4. E-waste:

a. City of Houston, Tropical Storm Allison, 2001 – Removal and processing of e-waste from approximately 40,000 flooded houses as part of $2.4 million contract with the city's solid waste department.
b. Escambia County, Florida, Hurricane Ivan, 2004 – Removal and processing of e-waste from damaged properties and beach front as part of $50 million contract.

5. Construction and Demolition Debris:
    a. City-Parish of East Baton Rouge, Louisiana Severe Flooding DR4277, 2016 - This event required the use of over three hundred hauling vehicles collecting and processing and/or recycling over 2 million cubic yards of construction and demolition debris.
6. Marine Debris Removal:
    a. Texas General Land Office, Hurricane Ike, 2009 – Removal of sunken vessels and debris from four major bays and waterways in the affected area. Side scan sonar was used to identify targets in advance and in combination with a well-designed implementation plan. DRC removed a total of 2,100,000 cubic yards and the complete marine operation was concluded in just over thirty days.
7. Demolition
    a. In 2010, DRC performed the demolition of 83 houses in Terrebonne Parish, Louisiana. It was a FEMA funded project for houses that were affected by various storms.
8. Hazardous Tree Removal
    a. In response to Ice Storm Pax in 2014, 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.
9. Soil, Mud and Sand
    a. Escambia County, Florida, Hurricanes Frances, Charley, Ivan and Jeanne, 2004 - DRC recovered, screened and restored tens of thousands of cubic yards of displaced sand and debris in a successful effort to restore 15 miles of Florida beaches destroyed in the aftermath of Hurricane Ivan.
10. Household Hazardous Waste:
    a. City of Houston, Tropical Storm Allison, 2001 – Removal and processing of household hazardous waste from approximately 40,000 flooded houses as part of $2.4 million contract with the city's solid waste department.
    b. Indian River County Florida, Hurricane Frances, 2004 – Removal and decontamination of hazardous waste from Indian River County School District property as part of $500,000 contract



In all of our relevant projects we have met and fulfilled the standards of all local, state, and federal regulatory agencies including the remediation, restoration, and sampling of staging and processing sites.

Hazardous waste (HW) 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 HW, including household hazardous waste, which, after a disaster, may become concentrated and no longer considered diminimous. These procedures include the segregation and removal of HW from the debris stream at the curbside, prior to the recovery of other debris and sorting and additional recovery of HW within each DMS. Recovered HW is removed to a proper disposal site or temporarily stored in the HW disposal areas constructed within each DMS as required. HW 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 HW. These firms may be utilized by DRC and/or DRC Environmental, Inc. for professional and immediate HW recovery support on an emergency basis.

Hazmat will be segregated and stored in a Government approved containment area. All site personnel will receive a safety briefing regarding operations involving HW. The HW 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). HW will be placed and stored until instructed by the government as to its final disposition.

DMS SITE MANAGEMENT

DRC also has extensive experience managing staging and processing sites for all of the above materials.

1. Our most extensive experience in this regard came in our HHW contract with the City of Galveston, which was activated following Hurricane Ike. Adhering to the guidelines of FEMA 325, DRC established a secure Debris Management Site at 9228 Seawall Blvd. The process of separation for recycling was focused on the separation and recycling of metals, wood waste, tires, concrete, white goods, HHW, recyclable

oils and fluids and electronics. DRC 's extensive collection and recycling program for these various waste streams, included over 1.7 million pounds of HHW, 3,073 units of electronic waste, 45,566 units of white goods and 40,378 cubic yards of concrete. The remaining debris was reduced by compaction for a reduction of 3 to 1, and loaded for final disposal at Allied Waste Services 5301 Brookglen Dr., Houston, TX.

2. In 2004, following Hurricanes Jeanne, Francis and Ivan, DRC simultaneously operated more than **ten debris management sites** in Florida.

3. In 2005, following Hurricane Wilma, DRC simultaneously operated **five debris management sites** in Louisiana, processing debris for the Louisiana DOTD.

4. Also in 2005, DRC simultaneously operated **six debris management sites** for the Louisiana DOTD in two districts following Hurricane Katrina.

5. In 2008 following Hurricane Ike, DRC simultaneously operated **seven debris management sites** handling 11,000,000 CY of debris, recycling materials out of the waste stream in two of those facilities.

6. In 2012, DRC simultaneously operated **six debris management sites** in Louisiana following Hurricane Isaac

7. In 2014, following Ice Storm Pax, DRC managed and operated over **fifteen debris management sites** and recycling over 1.5 million cubic yards of debris

8. In 2016 following the Louisiana Severe Flooding DR4277, **two debris management sites** were opened and operated in East Baton Rouge to compact and recycle C&D debris prior to haul out for final disposal. These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.

ENVIRONMENTAL COMPLIANCE IN WILDLIFE SENSITIVE ENVIRONMENTS

DRC has a twenty -seven year history of outstanding environmental compliance and involvement. The most vivid example of our understanding of working within a wildlife sensitive environment was our work in Florida and Louisiana following the BP oil spill in 2010. DRC was tasked with designing coastal protective systems and unique collection programs along more than one-hundred miles of estuaries in SW Louisiana. The programs involved intensive employee training relative to identification and protection of wildlife nesting and reproduction areas. DRC also played a role in setting up wildlife recovery and cleaning stations in Plaquemines Parish Louisiana where employees volunteered to help conduct rehabilitation and release programs. DRC has performed on many other occasions in environmentally sensitive environments such as on Galveston Island Texas in 2008. This operation involved employee training regarding the protection of the Kemp's Ridley Sea Turtle.

COMMITMENT TO ENVIRONMENTAL SUSTAINABILITY

DRC is one of the few companies in our industry to carry environmental insurance. While our operating procedures strictly adhere to environmental guidelines, the operation of Debris Management sites within a jurisdiction presents an element of potential exposure. The insurance held by DRC places an extra level of protection for Jefferson County that goes beyond the protection already provided through sound operating practices. Additionally, all of DRC's key personnel maintain a current 40 hour Hazwoper certificate

DRC has set goals regarding recycling for Jefferson County through alliances with C&D recyclers and major full service recyclers. Additionally DRC intends to run source separation PSAs post event in order to facilitate the recycling process. The separation of C&D, vegetative, HHW, white goods will facilitate the process. On route passes two and three, DRC will utilize the separate self-loader buckets for segregated material collection.

DRC has a wealth of experience performing landfill avoidance projects. In Houston in 2008, DRC was successful at recycling 100% of the over five million cubic yards of vegetative debris through a joint program with Republic Services. The material was used as ADC, road bed, compost and also given to citizens for use in landscaping. In Galveston the same year, DRC separated materials such as reusable wood, glass, metals and drywall to achieve a high percentage of material reuse.

DRC is committed to the protection and restoration of environments affected by disaster events. Although many of the events we respond to are the result of the forces of nature, these disasters often have profound environmental impacts in the affected regions. Moreover, the mitigation of these disasters, including the transportation and processing of large volumes of waste material, can have negative environmental impacts if not pursued with caution and sensitivity.

Restoring damaged environments is the essence of DRC's work. The removal of debris and waste materials, the restoration of damaged and compromised natural and man-made habitats, and, in some cases, the reconstruction of damaged coastal, marine, and wetland environments are the core missions in a DRC disaster response. Furthermore, DRC is committed to ensuring that our work, including the byproducts of our work, has zero or minimal environmental impact. Finally, DRC has embarked on a recycling program to ensure the most advantageous disposition of all the materials that we remove

Over the past decade, DRC has worked to restore some of the most environmentally sensitive areas in the United States. DRC participated in cleanup efforts following the BP Deepwater Horizon Oil Spill, having been awarded OSRO certification, in Florida, Mississippi and Louisiana. DRC has also worked in coastal wetlands and marine environments in the Florida Keys, the beaches of the Florida Panhandle, the North Carolina coast, the Louisiana and Mississippi coastal wetlands, and the Texas coast. We have the experience and commitment to carefully mitigate and restore any kind of environment or habitat that has been adversely affected by a disaster.

EXPERIENCE WITH FEMA REIMBURSEMENT

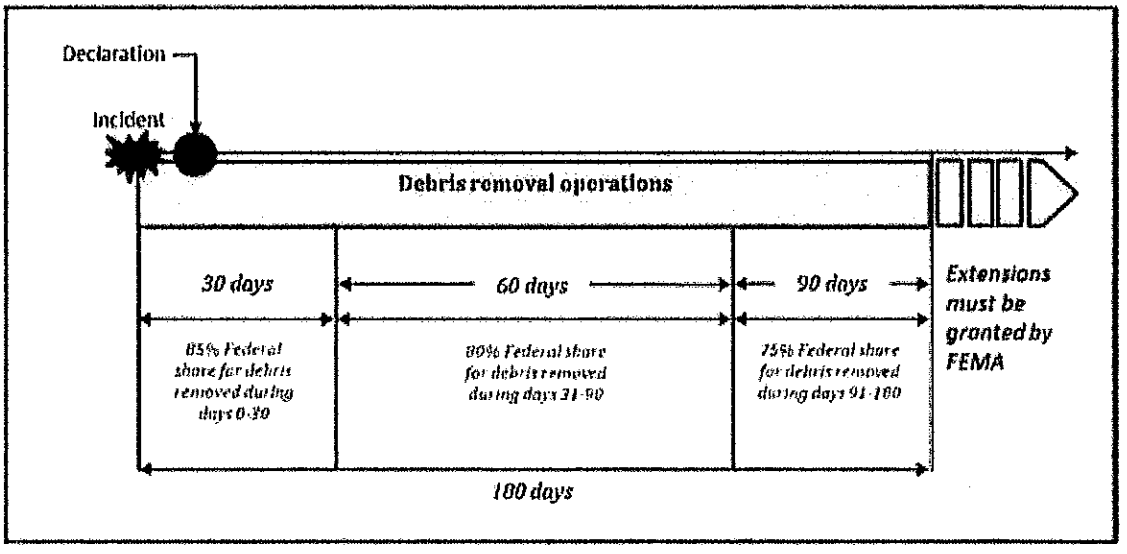
For the past 27 years, DRC has responded to emergency/disaster events for numerous government entities, almost all of which were under FEMA disaster declaration and were FEMA grant reimbursable. **The maximum reimbursement rate was granted by FEMA to the customers for every event.**

Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris. DRC can assist the jurisdiction 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.

COMPLETION WITHIN 180 DAYS

DRC is cognizant of FEMA's Alternate Funding mechanism and the advantages to accelerated debris removal resulting in increased Federal cost sharing. As such, DRC has provided rapid response to recent events such as the Winter Storm Pax where we provided over fifty million dollars of debris collection to the SCDOT in fewer than ninety days and in the Houston Texas floods of 2015 where the eighty percent of the work was performed in the first thirty days. Our description of the storms of 2004 above details DRC's ability to collect, process and haul out to final disposal in excess of ten million cubic yards in one hundred days.

Timeline for use of the sliding scale for debris removal



Perhaps more importantly, DRC has extensive experience in serving the needs of the East Coast having responded to disasters in these areas over the past few years. DRC has thorough knowledge of the State, active and potential debris sites, collection routes, sand beach management issues, and policies and procedures. Moreover, DRC has developed strong relationships with local partners and officials involved in cleanup efforts.

FEMA REIMBURSEMENT

Compliance with federal and state guidelines is critical for recovery operations conducted under the auspices of the *Federal Public Assistance Program*. The reference materials that establish these guidelines are the Debris Management Guide (FEMA), the Policy Digest (FEMA), the Public Assistance Guide Act (US Congress), and 44 C.F.R. (Code of Federal Regulations). Non-compliance a contractor or subcontractor can jeopardize the client's reimbursement and, in extreme cases, result in an investigation by the Office of the Inspector General (OIG). DRC's compliance with these federal guidelines is critical to our reputation. DRC has a 27 year history of 100 % maximum reimbursement for its clients.

DRC Emergency Services strives to continuously stay ahead of changes in FEMA policy and guidance, especially that policy which may impact our clients. One such policy change took place in December of 2014, this being the implementation of the FEMA "Super Circular" otherwise known as Uniform Guidance, 2 C.F.R. 200 Procurement & Documentation. At DRC we took the time to read, discuss, and implement internal measures to be certain that our clients, or prospective clients, are on course to be fully compliant with this guidance. DRC carefully review scopes of service, terms of inclusion, evaluation, pricing models, and other key components for any items which may be called in to question following this recent guidance revision by FEMA. We see this as just another opportunity to assist the local government in their mission to attain full reimbursement for post-event activations and operations.

Project Worksheet and Application Process

The Project Worksheet (PW) is the FEMA document used to request funding for specific recovery projects. A properly formatted PW will fully detail the necessity of a project, the scope of the project and will accurately forecast the costs associated with the project. Small projects (equal to or less than $120,000 after 2/24/2014) are written by local governments and large projects (greater than $120,000 after 2/24/2014) are written by FEMA. Debris removal projects, which make up the majority of all Public Assistance grants, are almost exclusively large projects. The FEMA PA Project Specialist (formerly known as the Project Officer) assigned to the local government will begin the process of gathering data and writing the debris removal PW within days or weeks after the event. Several sets of critical data are necessary to complete the PW.

- Accurate estimates of the total amount of debris to be collected
- Accurate estimates of the total cost of the debris removal project

- Accurate database tracking of work completed to date
- Invoices submitted by and payments to the contractor

DRC 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.

Initial Damage Estimate

In order to accurately populate information necessary for the FEMA project worksheet DRC routinely conducts initial damage estimates with the help of its municipal client. These assessments are calculated by taking a representative sample (typically four linear miles in various parts of the jurisdiction) and calculating the amount of debris within those sectors. This amount of debris is multiplied by the number of total street miles within the jurisdiction to determine preliminary damage (expressed in cubic yards). To reinforce this estimate it is also typical for DRC to provide a helicopter to determine if any anomalies are present within the affected jurisdiction.

Immediate Needs Funding

The purpose of Immediate Needs Funding is to provide applicants with funding for urgent needs, without burdening them with extensive paperwork during peak crisis operations. The maximum amount of INF an applicant can receive is 50% of the emergency work estimated in the Preliminary Damage Assessment (PDA). Eligible emergency work typically includes debris removal, emergency protective measures, and removal of health and safety hazards. INF is not intended for emergency work projects with Special Considerations or projects that will take more than 60 days to complete. INF is designated for emergency work costs such as overtime payroll, equipment expenses, temporary employee payroll, materials purchased, equipment rented, and contractor payments. INF is placed in the State's account within days of the disaster declaration and ensures that the immediate needs of the applicant are met. DRC has helped numerous applicants, over its 27 year history, obtain INF.

FEMA Technical Management Training

Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris. DRC can assist the jurisdiction 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.

DRC and/or DRC 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 the Director of Training 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.

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 email address, 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 Emergency Debris Removal 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* proposal to include a completed copy of this specifications packet in its entirety; and Three (3) numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications.

Each Offeror shall ensure that required parts of the response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

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

DRC Emergency Services, LLC Company	(888) 721-4372 Telephone Number
110 Veterans Boulevard, Suite 515, Metairie, LA 70005 Address	(504) 482-2852 Fax Number
Kristy Fuentes Authorized Representative (Please print)	Vice President/Secretary/Treasurer Title
Kristy Fuentes Authorized Signature	10/20/2017 Date

Offeror Must Complete and Return This Page With Offer.

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

Kristy Fuentes

Title: Vice President/Secretary/Treasurer

Date: 10/20/2017

Offeror Must Complete and Return This Page With Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) 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 OFFER.

REFERENCE ONE

Government/Company Name: East Baton Rouge Parish/City of Baton Rouge

Address: 222 Saint Louis Street, Suite 816 Baton Rouge, LA 70802

Contact Person and Title: Adam Smith, P.E. Interim Director

Phone: (225) 389-5623 Fax: (225) 389-5391

Email Address: Amsmith@brgov.com Contract Period: August 2016 - Present

Scope of Work: Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)

REFERENCE TWO

Government/Company Name: City of Bellaire, Texas

Address: 4337 Edith Bellaire, TX 77401

Contact Person and Title: Michael Leech, Dircetor of Public Works

Phone: (713) 662-8154 Fax: N/A

Email Address: pw@bellairetx.gov Contract Period: May 2015

Scope of Work: Disaster Debris Removal Services - Texas Severe Storms and Flooding (DR-4269)

REFERENCE THREE

Government/Company Name: South Carolina Department of Transportation

Address: 955 Park Street Columbia, SC 29201

Contact Person and Title: Mark Hunter, SCDOT Maintenance Engineer

Phone: (803) 737-2314 Fax: (803) 737-2850

Email Address: Huntermw@dot.state.sc.us Contract Period: February 2014 - May 2014

Scope of Work: Emergency Debris Removal - 2014 South Carolina Ice Storm Pax

Offeror Must Complete and Return This Page With Offer.

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.

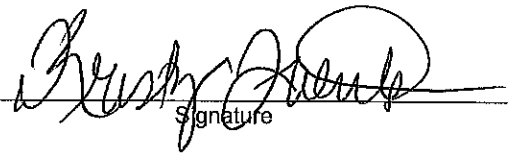
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** [X] **No** [ ]

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)


Signature

110 Veterans Boulevard, Suite 515
Street & Mailing Address

Kristy Fuentes VP/Secretary/Treasurer
Print Name

Metairie, Jefferson Parish, LA 70005
County, State & Zip

10/20/2017
Date Signed

(888) 721-4372
Telephone Number

(504) 482-2852
Fax Number

Kfuentes@drcusa.com
E-mail Address

Offeror Must Complete and Return This Page With Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

DRC Emergency Services, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Jefferson County or any of it's employees

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the vendor?

☐ Yes ☒ No

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

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

DRC is currently performing on emergency debris removal project for Jefferson County in the aftermath of Hurricane Harvey. DRC has no conflict of interest in connection with the award to it of the instant contract

4

Kristy Fuentes
VP/Secretary/Treasurer

Signature of vendor doing business with the governmental entity

10/20/2017
Date

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

N/A

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Kristy Fuentes
VP/Secretary/Treasurer
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath — Printed name of officer administering oath — Title of officer administering oath

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for Life

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

NOT APPLICABLE TO DRC EMERGENCY SERVICES, LEE 222

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your proposal.

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.

Kristy Fuentes
Printed Name of Authorized Representative

Signature

Vice President/Secretary/Treasurer
Title

10/20/2017
Date

Offeror Must Complete and Return This Page With Offer.

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: p Yes (p No)

Address: 110 Veterans Boulevard, Suite 515 (Street) Metairie (County) LA (State) 70005 (Zip)

Phone (with area code): (888) 721-4372 Fax (with area code): (504) 482-2852

Project Title & No.: Emergency Debris Removal Services, LLC No. RFP 17-032/YS

Prime Contract Amount: $ TBD

HUB Subcontractor Name: N/A

HUB Status (Gender & EthniCounty):

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: (Street) (County) (State) (Zip)

Phone (with area code): Fax (with area code):

Proposed Subcontract Amount: $ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed:

Kristy Fuentes
Vice President Secretary Treasurer
Printed Name of Contractor Representative

Signature of Representative

10/20/17
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.

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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 & EthniCounty): N/A

Address: 110 Veterans Boulevard, Suite 515 (Street) Metairie (County) LA (State) 70005 (Zip)

Phone (with area code): (888) 721-4372 Fax (with area code): (504) 482-2852

Project Title & No.: Emergency Debris Removal Services, LLC IFB/RFP No.: RFP 17-032/YS

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 SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: N/A

HUB Status (Gender & EthniCounty):

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: (Street) (County) (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:

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: N/A

HUB Status (Gender & EthniCounty): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street County 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 & EthniCounty): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street County 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.

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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 County 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 County 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: _____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: N/A

Address: _____
Street County 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 County 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: Vice President/Secretary/Treasurer

Signature: Kristy Fuentes

Date: 10/20/2017

E-mail address: Kfuentes@drcusa.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Rene Colon

Title: Controller

Date: 10/20/2017

E-mail address: Rcolon@drcusa.com

Offeror Must Complete and Return This Page With Offer.

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 _____ _____ (County and state).

Taxpayer Identification Number (T.I.N.):	63-1283729
Company Name submitting bid/proposal:	DRC Emergency Services, LLC
Mailing address:	110 Veterans Boulevard, Suite 515, Metairie, LA 70005
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

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.

Offeror Must Complete and Return This Page With Offer.

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 Louisiana COUNTY OF Jefferson Parish

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Louisiana,

on this day personally appeared Kristy Fuentes (name), who

after being by me duly sworn, did depose and say:

"I, Kristy Fuentes (name) am a duly authorized officer of/agent

for DRC Emergency Services, LLC (name of firm) and have been duly authorized to execute the

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

110 Veterans Boulevard, Suite 515, Metairie, LA 70005

Fax: (504) 482-2852 Telephone# (888) 721-4372

by: Kristy Fuentes (print name) Title: Vice President/Secretary/Treasurer

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

on

this the 20TH day of October, 2017.

Notary Public in and for

the State of

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

Offeror Must Complete and Return This Page With Offer

DRC EMERGENCY SERVICES, LLC THREE YEARS LITIGATION

(Updated and Revised: October 11, 2017)

The following is a list of all litigation involving DRC Emergency Services, LLC ("DRCES") related to emergency disaster recovery and management services pending or resolved in a five year period commencing October 11, 2012 and ending October 11, 2017.

ALABAMA

1. *Fuzzell v. DRC Emergency Services, LLC*, No. 14-904190, Jefferson County Cir. Ct., AL. Claim by Stewart G. Fuzzell for breach of an alleged verbal employment agreement which included a purported verbal revenue share. Plaintiff claimed $26 million. Matter settled and dismissed on April 19, 2016.

2. *Cahaba Disaster Recovery, LLC v. DRC Emergency Services, LLC,* Civil Action No. 01-CV-2015-903953, Circuit Court, Jefferson County, Alabama removed to U.S. Dist. Court for the Northern Dist. Of Alabama, Case No. 15-2096. Payment claim for $2,477,680.29 by plaintiff for work allegedly performed on a Joplin, MO tornado debris removal project. Matter settled and dismissed on April 22, 2016.

6. *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. Franklin County and Town of Phil Campbell tornado recovery projects. Matter settled and was dismissed on February 12, 2016.

7. *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/joint venture between DRCES and its former subcontractor. Multiple disaster recovery projects. Matter settled and dismissed on March 21, 2016.

8. *Weston v. DRC Emergency Services, LLC, et al,* Civil Action No. 13-900067, Marshall County, Alabama Circuit Court. Unquantified personal injury/wrongful death claim. Decedent was an employee of a lower-tier subcontractor. OSHA investigated and issued no citation. Alabama Dept. of Conservation tornado recovery project. All claims against DRCES were dismissed (no liability) on January 12, 2015.

11. *Black Warrior Solid Waste Authority v. DRC Emergency Services, LLC*, Tuscaloosa County, Alabama Circuit Court, Case No. 2013-900472. $30,000 collection dispute involving disposal fees on Tuscaloosa tornado recovery project. Case settled and dismissed on August 15, 2013.

12. *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 Birmingham tornado recovery work. Case settled for $17,896.29 and dismissed on November 12, 2014.

FLORIDA

13. *DRC Emergency Services, LLC v. Ashbritt, Inc.*, United States District Court for the Southern District of Florida, Civil Action No. 14-62924. $50,000,000 business disparagement claim by DRC. Matter voluntarily dismissed on September 16, 2015.

LOUISIANA

15. *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 claim for damage to a pier and boat-house. DRCES and Cahaba's motion for summary judgment based on the Hurricanes Katrina and Rita Immunity Statute was granted on October 29, 2015; affirmed on appeal.

16. *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 in connection with New Orleans demolition project. DRCES insurer defending. Case on appeal.

17. *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 $180,000 payment for site work and demolition work on the Orleans Parish Sheriff's Office construction project. DRCES 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. No action has been taken in this matter for over four years.

18. *McGraw v DRC Emergency Services, LLC*, Case No. 2009-51580, First City Court of New Orleans. Property damage claim during a New Orleans demolition project. Plaintiff sued DRCES and lower-tier subcontractor. Matter was dismissed on May 29, 2015.

19. *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. DRCES 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.

20. *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 the Hurricane Katrina project. 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.

21. *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 Jefferson Parish, LA demolition project. Cases settled and dismissed on January 10, 2013 (Case No. 148,773) and January 13, 2013 (Case No. 148,774).

22. *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. Hurricane Katrina demolition project. Case settled for nuisance value and dismissed on February 6, 2014.

29A. *DRC Emergency Services, LLC v. Welborn*, No. C658294, 19th JDC, East Baton Rouge Parish. Suit to cancel improperly recorded lien.

29B. *Ultra Lane, Ltd. v. DRC, et al*, No. 17-430, USDC MDLA

Suit by Ultra Lane, lower-tier sub-subcontractor for payment. Plaintiff voluntarily dismissed DRC.

MISSISSIPPI

30. *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 DRCES. Dismissed February 26, 2015.

NORTH CAROLINA

32. *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. Birmingham tornado recovery project. Case settled for $27,000 and dismissed on December 16, 2014.

BP OIL SPILL RELATED LITIGATION

35. The lawsuits set forth in Sub-paragraphs 35(a)-(ll) below arise out of the BP oil spill clean-up/recovery project. The lawsuits relate to general economic loss claims, personal injury tort-based claims, contract-based charter-hire payment claims and purported discrimination claims. Pursuant to the BP-DRCES Master Subcontract Agreement, BP is obligated and has defended and indemnified DRCES.

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. With the exception of a few state court cases, all cases below have been consolidated into the lead MDL case. Pursuant to the District Court's February 2016 ruling, many personal injury claims below have been dismissed; however, out of an abundance of caution,

these cases remain listed until a formal dismissal order is issued. By court order, all non-personal injury cases consolidated in the MDL are stayed and unserved on the defendants until further notice by the District Court.

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. 1 1-867. Dismissed.

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 EDTX, Civil Action No. 12-64, remanded. Settled and dismissed on February 10, 2015.

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.

1. *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).

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. DRCES is named as a defendant but was never served with legal process. Lawsuit was consolidated in MDL 2179.

dd. *Strike Zone Charters v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-5960.

ee. *Reefkeeper, LLC v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-5955.

ff. *Terry v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-4137.

gg. *Lim v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3950.

hh. *Duong v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3953.

ii. *Ly v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3957.

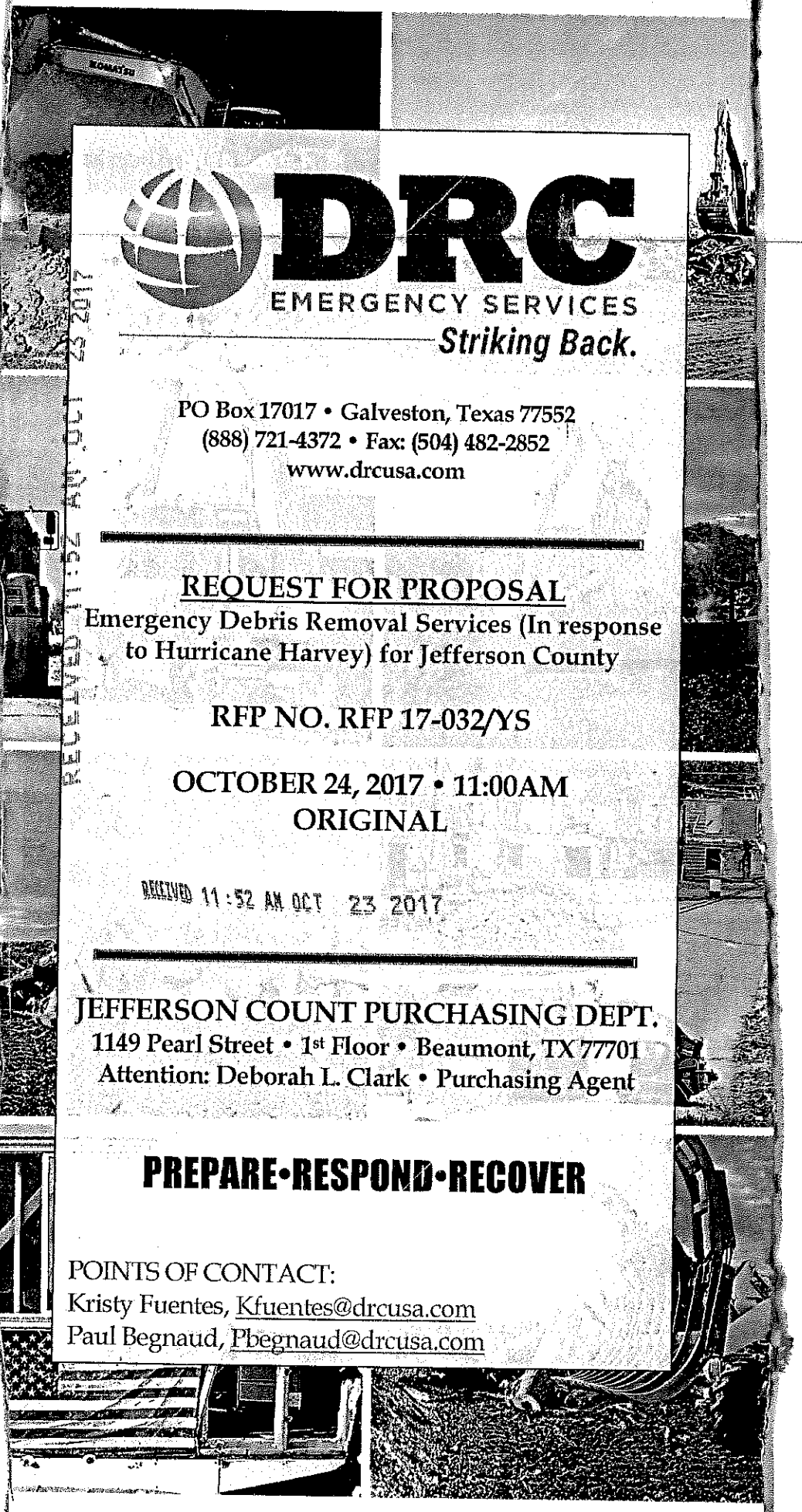
jj. *Ly v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-4027.

kk. *Nguyen v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3952.

ll. . *Nguyen v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3955.

DOMINICAN REPUBLIC

36. *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 DRCES dismissed by federal district court; dismissal affirmed on appeal August 12, 2013. Suit in Dominican Republic pending but inactive for over three years.



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REQUEST FOR PROPOSAL

Emergency Debris Removal Services (In response to Hurricane Harvey) for Jefferson County

RFP NO. RFP 17-032/YS

OCTOBER 24, 2017 • 11:00AM
ORIGINAL

RECEIVED 11:52 AM OCT 23 2017

JEFFERSON COUNT PURCHASING DEPT.
1149 Pearl Street • 1st Floor • Beaumont, TX 77701
Attention: Deborah L. Clark • Purchasing Agent

PREPARE•RESPOND•RECOVER

POINTS OF CONTACT:
Kristy Fuentes, Kfuentes@drcusa.com
Paul Begnaud, Pbegnaud@drcusa.com

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Request for Proposal

October 9, 2017

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for (RFP 17-032/YS), Emergency Debris Removal Services (In Response to Hurricane Harvey) for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm, or by calling 409-835-8593.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Offerors shall forward an original and three (3) hard 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.

PROPOSAL NAME:	**Emergency Debris Removal Services (In Response to Hurricane Harvey) for Jefferson County**
PROPOSAL NO:	**RFP 17-032/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, October 24, 2017**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist at 409-835-8593 or ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the proposal submission 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 – October 11 & 18, 2017

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Proposal Submissions:

Offeror is responsible for submitting:

- **One** (1) *original* proposal copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered proposal *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal submission and any other documentation requested within these specifications.

Additionally, Offeror must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

http://www.co.jefferson.tx.us/purchasing/main.htm

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 email address, 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 Emergency Debris Removal 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* proposal to include a completed copy of this specifications packet in its entirety; and Three (3) numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications.

Each Offeror shall ensure that required parts of the response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

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

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

Offeror Must Complete and Return This Page With Offer.

1. Introduction to Offerors

Jefferson County is requesting proposals from qualified contractors to provide immediate clean-up, demolition, removal, reduction and disposal of debris as directed by the County following a natural disaster. **This shall be a contract utilized on an "as needed" basis for the duration of Hurricane Harvey recovery only.**

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, Jefferson County Purchasing Agent, 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

Offerors are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Proposal Submission.

1.14 Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.15 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.

1.16 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.

1.17 Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

1.18 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.

1.19 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.

1.20 Ownership of Proposal

All proposals become the property of Jefferson County and will not be returned to Offerors.

1.21 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.

1.22 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.

1.23 Assignment

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.24 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.

1.25 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 Offeror 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.

1.26 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.

1.27 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.

1.28 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.

1.29 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.

1.30 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.

1.31 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.

1.32 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.

1.33 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.

1.34 Insurance

The contractor (including any and all subcontractors as defined in Section 1.35.1.3 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; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

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)

1.35 Workers' Compensation Insurance

1.35.1 Definitions:

1.35.1.1 **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.

1.35.1.2 **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.

1.35.1.3 **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.

1.35.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory contractor providing services on the project, for the duration of the project.

1.35.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.34 above.

1.35.4 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.

1.35.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.35.5.1 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

1.35.5.2 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.

1.35.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.35.7 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.

1.35.8 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.

1.35.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.35.9.1 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.

1.35.9.2 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.

1.35.9.3 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.

1.35.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.35.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.35.9.4.2 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.

1.35.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.35.9.6 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

1.35.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.35.1. – 1.35.7., with the certificates of coverage to be provided to the person for whom they are providing services.

1.35.10 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.

1.35.11 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.

1.36 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CDT, Tuesday, October 24, 2017, to:

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

Courthouse Security: Offerors are advised that all visitors to the Courthouse must pass through Security. Offerors planning to hand deliver proposal 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. Offerors are strongly urged to plan accordingly.

County Holidays – 2017:

January 16	Monday	Martin Luther King, Jr. Day
February 20	Monday	President's Day
April 14	Friday	Good Friday
May 29	Monday	Memorial Day
July 4	Tuesday	Independence Day
September 4	Monday	Labor Day
November 10	Friday	Veteran's Day
November 23 & 24	Thursday & Friday	Thanksgiving
December 25 & 26	Monday & Tuesday	Christmas
January 1, 2018	Monday	New Year's

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.

Proposal Submissions shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED PROPOSAL." The outside of the envelope or box shall also include: Proposal Number, Proposal Name, Proposal Due Date, Offeror's Name and Address; and shall be addressed to the Purchasing Agent.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

1.37 Proposal Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/request for statement of qualifications submission deadline, the bid/proposal/request closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of proposal will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

1.38 Questions

Questions may be emailed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us or faxed to 409-835-8456.

1.39 Tentative Schedule of Events

October 9, 2017	Issuance of Request for Proposal
October 24, 2017	Deadline Submission (late proposals will not be considered)
October 25, 2017	Proposals distributed to Evaluation Committee
October 30, 2017	Recommendation for Award

Please note:
The above schedule of events is *tentative* in nature. Dates listed are subject to change.

2. Response Format

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. Technical Proposal Requirements

h. Cost Proposal (Attachment A of RFP)

i. 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.

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

h. 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

i. 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.

2.8 Explanations, Exemptions, and Comments

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.

2.9 Trade Secret Information

In the event an Offeror submits trade secret information to the County; the information must be clearly labeled as "Trade Secret." The County will maintain the confidentiality of such trade secrets to the extent provided by law.

FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS MAY RESULT IN THE REJECTION OF ITS PROPOSAL.

3. Special Conditions of Contract

By execution of this document, the Offeror accepts all conditions of the contract as outlined below and within the specifications.

3.1 CONTRACTOR Warranties

The successful PROPOSER (CONTRACTOR) will warrant that it has sufficient and requisite experience, personnel, education, licenses and permits, equipment, and knowledge to safely and lawfully collect, transport, and dispose of all disaster debris that may be collected for disposal by the County.

3.1.1 CONTRACTOR must warrant that it understands the currently known hazards which are present to persons, property, and the environment in the transportation, storage, and treatment/disposal of the wastes received at all events.

3.1.2 CONTRACTOR must warrant that the CONTRACTOR owned or approved storage treatment/disposal facilities are licensed and permitted as necessary. In the event that the storage/treatment facility loses its permitted status hereafter, during the term of the Agreement, the CONTRACTOR will promptly notify the County of such loss.

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

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

3.2 Preaudit

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

3.3 Records Retention and Review

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

3.4 Written Notice to Proceed

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

3.5 FEMA Mandated Contract Clauses:

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)
If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

See also Request for Proposals at page 6, Section 14.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

See Request for Proposals at page 7, Section B.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or

(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/.

The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives. See also Requests for Proposals at page 24, Section 3.4, subparagraph 5.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

4. Project Requirements

4.1 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.

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.

4.2 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 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 five (5) 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.

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

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.

4.3 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 the 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.

5. Technical Proposal Requirements:

Offerors should, at a minimum, provide the following information listed below.

5.1 Offeror background, with specific detail to similar projects performed in excess of 1,000,000 cubic yards

5.2 Offeror technical experience regarding large-scale debris removal operations associated with hurricanes, storms, tornadoes, or other natural or manmade disasters

5.3 Organizational chart including proposed points of contact and a full-time project manager required to report to the County.

5.4 Training and professional experience (include all professional certifications)

5.5 A list of existing contracts, particularly those within the State of Texas

5.6 References from existing contracts and/or past clients (must include references from the successful completion of three (3) debris removal projects in excess of 1,000,000 cubic yards)

5.7 A list of SUB-CONTRACTORS showing/including primary operating location

5.8 Provide a one to two page company profile with a brief description of the firm, capabilities, experience, contact information, website, and additional resources.

5.9 Detailed listing of CONTRACTOR'S equipment and resources

5.10 A mobilization and operations plan

5.11 Construction drawings for OSHA-compliant temporary inspection towers

5.12 Offeror's equipment and resource list – Offerors shall submit a list of on-site and off-site equipment that will be available at the collection site or facility. The list should include all fire prevention, safety, personal protective equipment, and other equipment that the PROPOSER determines suitable or necessary for the project.

5.13 Spill and Fire Prevention Plan – Offerors shall submit spill prevention and fire prevention plans tailored to on-site activities at the Debris Management Site (DMS) or facility.

5.14 Contingency Plan – Offerors shall submit a format for a contingency plan and provide a description of notification procedures to the participants of on-site emergencies and evacuation of the participants in case of an emergency on-site.

5.15 Employee Training and Medical Monitoring – Offerors shall submit a detailed training outline of each position involved in debris removal and DMS(s) operations. Offerors shall also submit information regarding employee medical monitoring requirements.

5.16 Description of Offeror's Safety Record – Offerors shall submit a listing of all warning notifications, violations, and/or citations received from pertinent federal and/or state agencies in the past three (3) years by the Offeror.

5.17 Third-Party Certification – Offeror shall submit a listing of all third-party certifications such as ISO 9000 Series, ISO 14000 Series.

6. Terms and Definitions:

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

6.1 Approved Final Disposal Site

6.1.1 A final disposal site approved in writing by the COUNTY.

6.2 Authorized Representative

6.2.1 THE COUNTY employees and/or contracted individuals designated by the COUNTY or THE COUNTY debris manager.

6.3 Cleanup Crew

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

6.4 Construction and Demolition (C&D) Debris

6.4.1 FEMA Publication 325 defines eligible C&D debris as damaged components of buildings and structures such as lumber/wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and other residential contents that are a result of a disaster. (Note: This definition of C&D debris is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents.)

Current eligibility criteria include the following:

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

6.5 Debris

6.5.1 Items and materials broken, destroyed, or displaced by a natural or human-caused federally declared disaster. Examples of debris include but are not limited to trees, C&D debris, and personal property.

6.6 Debris Management Site (DMS)

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

6.7 Debris Manager

6.7.1 The COUNTY will designate a Debris Manager, who will provide oversight for all phases of debris removal operations.

6.8 Debris Removal

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

6.9 Demolition

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

6.10 Description of Designated Area

6.10.1 The designated area for debris removal is bounded by THE COUNTY limits and includes all public ROWs, easements, parks, and debris staging areas within the areas of the COUNTY.

Debris clearance and removal on roadways in municipalities within the COUNTY'S limits may assign debris removal responsibilities to the CONTRACTOR. The CONTRACTOR will remove debris from municipal roadways at the direction of the COUNTY. The COUNTY may also authorize the CONTRACTOR to remove debris from NON-THE COUNTY roadways or other areas as directed in writing by the COUNTY.

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

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

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

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

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

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

6.10.8 The COUNTY may provide the CONTRACTOR with potential DMS(s). The CONTRACTOR will be responsible for returning the DMS(s) to its original condition, abiding by all State and Federal environmental regulatory requirements.

a. DMS locations to be determined within the COUNTY service request form.
b. Once DMS locations are identified, the CONTRACTOR will be provided with the address, GPS coordinates, and estimated acreage of each DMS.

c. Based on the severity of the disaster, the COUNTY may task the CONTRACTOR with locating additional sites available to be used as DMS(s).

d. The COUNTY does not warrant or guarantee the availability or use of any dump sites. The CONTRACTOR must coordinate directly with owners of all final disposal sites.

All final disposal sites must be approved in writing by the COUNTY. The CONTRACTOR will remain legally responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS(s) operations and remediation must comply with all Local, State, and Federal safety and environmental standards. CONTRACTOR reduction, handling, disposal, and remediation operations must be approved in writing by the COUNTY.

e. Payment for disposal costs (such as tipping fees) incurred by the CONTRACTOR at permitted disposal facilities, or other COUNTY-approved sites that meet Local, State, and Federal regulations for disposal, will be made at the cost incurred by the CONTRACTOR. The CONTRACTOR must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of CONTRACTOR payment to the disposal facility.

6.10.9 The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, and Local governments or agencies, or of any public utilities.

6.10.10 The COUNTY reserves the right to inspect the DMS(s), verify quantities, and review operations at any time.

6.10.11 The CONTRACTOR shall be capable of assembling, directing, and managing a workforce that can be fully operational in debris management operations in a maximum of seventy-two (72) hours, or sooner depending on the extent of the disaster. Operations must begin within twenty-four (24) hours of notification by the COUNTY. Depending on the category of the event, the COUNTY may request immediate mobilization.

6.10.12 Debris management activities reimbursed through federal disaster programs may occur in areas protected by the Endangered Specifies Act. For THE COUNTYS, any project that requires a federal permit or receives federal funding is subject to Section 7. The CONTRACTOR and THE COUNTY will comply with the findings of the Section 7 consultation, if applicable.

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

6.11 Disaster Specific Guidance (DSG)

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

6.12 Eligible

6.12.1 Eligible means qualifying for and meeting the most current stipulated requirements (at the time the written Notice to Proceed is issued and executed by the COUNTY to the CONTRACTOR) of the FEMA Public Assistance Grant Program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325, and all current FEMA fact sheets, guidance documents, and DSGs. Eligible also includes meeting any changes in

definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project.

6.13 Endangered Species Act

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

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

6.14 FEMA Publication 325 Debris Management Guide

6.14.1 This publication is specifically dedicated to the rules, regulations, and policies associated with the debris removal process. Familiarity with this publication and any revisions can help a Local government limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act, including the following:

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

6.15 Grinding

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

6.16 Hazardous Hanging Limbs

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

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

6.17 Hazardous Leaning Tree

6.17.1 A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

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

6.18 Hazardous Stump

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

a. The stump has fifty (50) percent or more of the root ball exposed.

b. The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.

c. The stump is located on a public ROW.

d. The stump poses an immediate threat to public health and safety.

6.19 Historic Preservation

6.19.1 In certain instances, debris operations may occur in designated areas (for example, DMS locations or private property) that are subject to historical preservation rules and regulations.

6.20 Household Hazardous Waste (HHW)

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

a. HHW must be located within a designated area and be removed from an eligible applicant's improved property or ROW.

b. HHW removal must be the legal responsibility of the applicant.

c.HHW must be a result of a major disaster.

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

6.21 Monitor

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

6.22 Personal Protective Equipment (PPE)

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

6.23 Recycling

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

6.24 Refrigerant

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

6.25 Right-of-Entry (ROE)

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

6.26 Right-of-Way (ROW)

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

6.27 Scale/Weigh Station

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

6.28 Tipping Fee

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

6.29 Used Electronics

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

6.30 Vegetative Debris

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

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

6.31 White Goods

4.31.1 As outlined in FEMA Publication 325, eligible white goods are defined as discarded disaster-related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury, or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

a. White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.

b. White goods removal must be the legal responsibility of the applicant. c.

White goods must be a result of a major disaster.

7. Scope of Work and Rate Schedule Items

The CONTRACTOR shall have the capacity to manage a major workforce with multiple SUBCONTRACTORS and to cover the expenses of a major recovery prior to being paid by the COUNTY.

Established management teams must be in place. The CONTRACTOR shall have the resources to provide the equipment and personnel necessary to cover a disaster. The CONTRACTOR shall have experience in three (3) debris removal, reduction, and disposal operations in excess of one million (1,000,000) cubic yards where the CONTRACTOR was the prime CONTRACTOR.

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

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

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

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

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

7.2 Right-of-Way (ROW) Vegetative Debris Removal
Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris from the COUNTY ROW to a COUNTY-approved DMS or approved final disposal site in accordance with all Federal, State, and Local regulations.

7.2.1 Vegetative debris in the COUNTY ROW is defined as debris, resulting from a hurricane or other natural or human-caused disaster, that has been or will be placed along public ROWs, easements, COUNTY parks, alleys, COUNTY debris staging areas, and other areas as designated by the COUNTY.

7.2.2 For the purposes of this contract, eligible vegetative debris that is piled in immediate proximity to the actual legal street ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the ROW, and is to be removed.

7.2.3 The CONTRACTOR will remove vegetative debris as directed by the COUNTY.

7.2.4 All eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the COUNTY or its authorized representative.

7.2.5 The CONTRACTOR must provide traffic control as conditions require or as directed by the COUNTY.

7.2.6 Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed by the COUNTY or its authorized representative. The COUNTY will provide specific right-of-entry (ROE) legal and operational procedures.

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

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

7.3.1 C&D debris in the COUNTY ROW is defined as disaster generated debris that has been or will be placed along public ROW, easements, THE COUNTY parks, alleys, and THE COUNTY debris staging areas.

7.3.2 For the purposes of this contract, eligible C&D debris that is piled in immediate proximity to the ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the ROW, and is to be removed.

7.3.3 The CONTRACTOR will remove C&D debris from the ROW as directed by the COUNTY.

7.3.4 Once the debris removal vehicle has been issued a load ticket from the COUNTY'S authorized representative, the debris removal vehicle will proceed immediately to the COUNTY-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

7.3.5 All eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the COUNTY or its authorized representative.

7.3.6 The CONTRACTOR must provide traffic control as conditions require or as directed by the COUNTY.

7.3.7 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed by the COUNTY or its authorized representative. The COUNTY will provide specific ROE legal and operational procedures.

7.3.8 C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The COUNTY or authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

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

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

7.4.1 Removal and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the COUNTY.

7.4.2 Entry onto private property will only be permitted when directed by the COUNTY. The COUNTY will provide specific ROE legal and operational procedures.

7.4.3 The CONTRACTOR is required to strictly adhere to all Local, State, and Federal regulations (such as obtaining demolition permits) for the demolition, handling, and transportation of non-RACM structures.

7.4.4 Decommissioning consists of the removal and disposal of all household hazardous waste (HHW), used electronics, white goods, and scrap tires from a non-RACM structure at a properly sanctioned facility in accordance with all applicable Federal, State, and Local regulations.

7.4.5 Any structurally unsound and unsafe structures will be identified and presented to the COUNTY for direction regarding decommissioning.

7.4.6 Removal and transportation of eligible non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the COUNTY'S authorized representative.

7.4.7 Once the debris removal vehicle has been issued a load ticket from the COUNTY'S authorized representative, the debris removal vehicle will proceed immediately to a COUNTY-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

7.4.8 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the COUNTY or its authorized representative. The COUNTY will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

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

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

7.5.1 The CONTRACTOR is required to strictly adhere to all Local, State, and Federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.

7.5.2 Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from an RACM structure at a properly sanctioned facility in accordance with all applicable Local, State, and Federal regulations.

7.5.3 Any structurally unsound and unsafe structures will be identified and presented to the COUNTY for direction regarding decommissioning.

7.5.4 Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the COUNTY'S authorized representative.

7.5.5 Once the debris removal vehicle has been issued a load ticket from the COUNTY'S authorized representative, the debris removal vehicle will proceed immediately to a COUNTY-approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

7.5.6 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the COUNTY or its authorized representative. The COUNTY will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

7.6 DMS Management and Operations

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

7.6.1 Managing DMS location includes helping to obtain necessary Local, State, and Federal permits or approval and operating in accordance with all rules and regulations of Local, State, and Federal regulatory agencies, which may include but are not limited to the U.S. Environmental Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ), Texas Historical Commission (THC), or other State agencies. The CONTRACTOR shall also be responsible for all costs associated with third-party groundwater and soil testing.

7.6.2 Debris at the DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.), and THE COUNTY as outlined in Section 6.10 Description of Designated Area.

7.6.3 If the alternate tonnage price schedule of this RFP is used, the CONTRACTOR shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of receiving the Notice to Proceed or written notice that the COUNTY intends to use the alternate tonnage price schedule of this RFP. The CONTRACTOR shall provide a sufficient number of scales meeting the COUNTY'S specifications to provide for the efficient delivery of waste streams without excessive wait times. The COUNTY shall decide what constitutes an excessive wait time. To the extent that

the COUNTY determines that additional scales are required, certified scales must be operational within five (5) business days of the COUNTY'S written request.

7.6.4 The CONTRACTOR is responsible for maintaining the DMS(s) approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

7.6.5 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) traffic control (for example, traffic cones and staff with traffic flags).

7.6.6 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control (for example, an operational water truck, silt fencing, and other best management practices).

7.6.7 The CONTRACTOR is responsible for providing twenty-four (24)-hour security at DMS(s).

7.6.8 The CONTRACTOR will only permit CONTRACTOR vehicles and others specifically authorized by the COUNTY or its authorized representative on DMS locations.

7.6.9 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) utilities (for example, water, lighting, and portable toilets).

7.6.10 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) fire protection (for example, an operational water truck [sufficient and equipped for fire protection], fire breaks, and a site foreman).

7.6.11 The CONTRACTOR is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation is reflected in this scope of work. The COUNTY will be responsible for disposing of HHW/contaminant material segregated and stored in lined containers at the DMS(s)

7.6.12 The CONTRACTOR shall provide tower(s) from which the COUNTY or its authorized representative can make volumetric load calls. The tower provided by the CONTRACTOR will meet required minimum specifications.

7.6.13 The CONTRACTOR is responsible for operating the DMS(s) in accordance with Occupational Health and Safety Administration (OSHA), EPA, and TCEQ guidelines.

7.6.14 Upon completion of haul-out activities, the CONTRACTOR shall restore the site to its original condition prior to site use at their own expense, abide by all Local, State, and Federal environmental regulatory requirements, and obtain a written release from the COUNTY or its authorized representative. Site remediation will include but is not limited to returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the END USER'S direction for DMS(s) operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; and new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all State and Federal environmental regulatory requirements and is subject to final approval by the COUNTY and TCEQ.

7.7 DMS Management and Reduction by Grinding

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

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

7.7.2 The CONTRACTOR must obtain the COUNTY'S approval to reduce C&D debris. If approved for reduction by the COUNTY, C&D debris must be reduced via grinding in order for the COUNTY to compensate the CONTRACTOR for reduction. Incineration or mauling of C&D are not acceptable methods of C&D reduction.

7.8 DMS Management and Reduction by Incineration

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

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

7.9 Haul-Out of Reduced Debris to Final Disposal Site

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

7.9.1 All un-reduced disaster debris must be transported to a final disposal site separately from reduced debris.

7.9.2 The CONTRACTOR shall provide the name and address of each disposal site to be used along with the name and the telephone number of a responsible party for each site, prior to commencing the work.

7.9.3 The CONTRACTOR shall not use any disposal site without the written consent of the COUNTY. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the COUNTY prior to issuing any such authorization.

7.9.4 The CONTRACTOR shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the CONTRACTOR, and the COUNTY for permission to post an THE COUNTY inspector at the site for verification of each load disposed.

7.9.5 The CONTRACTOR shall provide a sufficient number of debris site towers and/or certified scales meeting THE COUNTY specifications to provide for the efficient delivery of waste streams without excessive wait times. The COUNTY shall decide what constitutes an excessive wait time. To the extent that the COUNTY determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the COUNTY'S request and certified scales must be operational within five (5) business days of the COUNTY'S request.

7.9.6 At the completion of disposal operations, each disposal site will issue a written summary of the quantity, type, and origin of waste delivered.

7.9.7 The CONTRACTOR shall not receive any payment from the COUNTY for haul- out or load tickets related to reduced or unreduced debris transported and disposed of at a final disposal site that was not approved by the COUNTY.

7.10 Removal of Hazardous Leaning Trees and Hanging Limbs

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

7.10.1 Eligible hazardous leaning trees will be identified by the COUNTY or its authorized representative for removal. Removal and transportation of hazardous leaning trees six (6) inches or greater in diameter on the COUNTY ROW or private property will be performed as identified by the COUNTY or authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of hazardous leaning trees will be communicated to the CONTRACTOR in writing by the COUNTY or authorized representative. For hazardous leaning trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

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

7.10.2 Eligible hazardous hanging limbs will be identified by the COUNTY or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter on the COUNTY ROW or private property will be performed as identified by the COUNTY'S authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of limbs will be communicated to the CONTRACTOR in writing by the COUNTY'S authorized representative. For hazardous hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

a. The limb is greater than two (2) inches in diameter.
b. The limb is still hanging in a tree and threatening a public use area.
c. The limb is located on improved public property.

7.11 Removal of Hazardous Stumps

7.11.1 Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the

tree, in the COUNTY ROW. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety.

Further, debris generated from the removal of eligible hazardous uprooted stumps in the COUNTY ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with Section 7.2 of this RFP. Stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal vegetative debris and will be removed in accordance with Section 7.2 of this RFP. The COUNTY will not compensate the CONTRACTOR for removing hazardous stumps less than twenty-four (24) inches in diameter on a unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA Stump Conversion Table (see Appendix A) and will be removed under the terms and conditions of Section 7.2 of this RFP.

7.11.2 Eligible hazardous stumps will be identified by the COUNTY for removal. Removal andtransportation of hazardous uprooted stumps in the COUNTY ROW and private property will be performed as identified by the COUNTY. All disaster-specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the CONTRACTOR in writing by the COUNTY. For hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirements:

a. Over fifty (50) percent of the tree crown is damaged or broken and heartwood is exposed.
b. Fifty (50) percent or more of the root ball is exposed.
c. The stump is on THE COUNTY ROW and poses an immediate threat to public health, safety, or welfare.

7.11.3 Stumps that are not attached to the ground will be considered normal vegetative debris and will be subject to removal under the terms and conditions of Section 5.2. Stumps with less than fifty (50) percent of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (that is, tree trunk) will be removed under the terms and conditions of Section 7.2. The cubic yard volume of the unattached stump will be based on the diameter conversion using the published FEMA Stump Conversion Table (see Appendix A – Stump Conversion Table).

7.11.4 The COUNTY or its representative will measure and certify all stumps before removal.

7.11.5 Stumps shall only be collected after the COUNTY and the CONTRACTOR document and perform the following:
a. Location – Determine that the uprooted stump is located on improved public property or a public ROW. Record and document the location using photography, map depiction, and specific descriptive notations.
b. Size – Measure and record the diameter of the stump to be removed at the appropriate location.
c. Marking – Eligible stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
d. Stump Worksheet – Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump to capture the following information: 1) names and signatures of parties present; 2) physical location (street address, road cross streets, etc.); 3) stump number; 4) size of the stump; and 5) date of stump removal.

7.11.6 The unit stump price shall include but not be limited to stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction.

7.12 ROW White Goods Debris Removal

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

7.12.1 White goods containing refrigerants must first have such refrigerants removed by the CONTRACTOR'S qualified technicians prior to mechanical loading. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

7.12.2 The removal, transportation, and disposal of white goods includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

7.12.3 There are no disposal fees for residential white goods.

7.13 Used Electronics

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

7.14 Household Hazardous Waste Removal, Transport, and Disposal

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

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

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

7.14.3 HHW from DMS

7.15 Abandoned Vessel and Vehicle Removal

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

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

7.16 Animal Carcass Removal and Disposal

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

7.16.1 The CONTRACTOR will coordinate activities with the appropriate Local animal control agency.

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

7.17 Other Debris Removal Work

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

7.18 Use of Local Resources

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

7.19 Working Hours

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

7.19.1 The CONTRACTOR shall conduct debris removal operations that generate noise levels above that normally associated with routine traffic flow during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the COUNTY and the CONTRACTOR. Unless otherwise directed,

the CONTRACTOR must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four-(24)-hour, seven-(7)-day-a-week basis. No work will be performed on the following holidays without prior approval of the COUNTY:

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

7.20 Debris Site Tower Specifications

The CONTRACTOR shall provide as many towers as designated by the COUNTY at each disposal site for the use of THE COUNTY representatives during their inspection of dumping operations.

7.20.1 If ingress and egress of the DMS(s) is of significant distance that the COUNTY or its authorized representative are unable to verify the entering and exiting trucks, then the CONTRACTOR may be required to provide a second tower.

7.20.2 The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides, and be provided with appropriate railings and a stairway. The platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the CONTRACTOR for the construction of towers is an overhead expense considered part of the CONTRACTOR'S compensation under the terms and conditions of Section 7.

7.20.3 The CONTRACTOR shall provide a minimum of one (1) portable toilet at each dump site for the use of THE COUNTY authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and will be kept in a sanitary condition by the CONTRACTOR throughout dumping operations. The expense incurred by the CONTRACTOR for the operation of portable toilets is an overhead expense considered part of the CONTRACTOR'S compensation under the terms and conditions of Section 7.

7.20.4 Care shall be taken to place tower at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the COUNTY due to unsuitable conditions at the tower.

7.21 Equipment

7.21.1 All trucks and other equipment must comply with all applicable Local, Tribal, State, and Federal regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, and must be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

7.21.2 Sideboards or other extensions to the bed are allowable provided they meet all applicable regulations, cover the front and both sides, and are constructed to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. To ensure compliance, equipment will be inspected by the COUNTY or authorized representative prior to its use by the CONTRACTOR.

7.21.3 Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated area during the period of this contract. Under no circumstances will the PROPOSER mix debris hauled for others with debris hauled under this contract.

7.21.4 Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to an approved DMS or an approved final disposal site.

7.21.5 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the COUNTY.

7.21.6 Hand-loaded vehicles are prohibited unless pre-authorized in writing by the COUNTY following the event. All hand-loaded vehicles will receive an automatic fifty (50) percent deduction for lack of compaction.

7.22 Traffic Control

7.22.1 The CONTRACTOR shall mitigate the effects of their operations on local traffic to the fullest extent practical. The CONTRACTOR is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites.

7.22.2 The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices at all CONTRACTOR work areas to ensure the safety of vehicular and pedestrian traffic.

7.22.3 The CONTRACTOR shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions to protect the designated area and the safety of the public.

7.22.4 All work shall comply with all applicable Local, State, and Federal regulations governing personnel, equipment, and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the CONTRACTOR. No further work shall take place until the deficiency is corrected. Neither the COUNTY nor the COUNTY'S authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

7.22.5 Highways, streets, or parts of the designated area closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.

7.22.6 All barricades, warning signs, lights, temporary signals, other protective devices, flag persons, and signaling devices shall meet the minimum requirements established in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time bids are received. Traffic control will conform to the State's most current roadway and traffic design standards and the Federal Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways. The foregoing requirements are to be considered as minimum and the CONTRACTOR'S compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and CONTRACTOR'S employees throughout the designated area.

7.22.7 The expenses incurred by the CONTRACTOR for traffic control shall be compensated under the terms and conditions of Section 5.

7.23 Damage to Public or Private Property

7.23.1 All items damaged as a result of CONTRACTOR or SUB-CONTRACTOR operations (for example, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, and turf) shall be repaired or replaced by the CONTRACTOR, at their expense, in a manner prescribed by and at the sole satisfaction of the COUNTY. The CONTRACTOR will be responsible for any invoices submitted to the COUNTY (such as by utility companies or landowners) that are determined to be the result of damage done by the CONTRACTOR. The COUNTY reserves the right to pay any such invoices and deduct the cost from the CONTRACTOR'S invoice. Repairs or receipt of repairs shall be completed and submitted to the COUNTY prior to submission of the CONTRACTOR'S invoice for work accomplished. If the CONTRACTOR fails to repair any damaged property, THE COUNTY may have the work performed and charge the CONTRACTOR.

7.23.2 The CONTRACTOR shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means necessary.

7.23.3 The CONTRACTOR'S failure to restore damage to public or private property to the satisfaction of the COUNTY will result in the COUNTY withholding retainage money in an amount sufficient to make necessary repairs.

7.24 Existing Utilities

7.24.1 Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be CONTRACTOR'S responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. The CONTRACTOR shall pay all such costs to the utility company for any adjustments.

7.24.2 The CONTRACTOR shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately owned water and sewer facilities shall be made by the CONTRACTOR.

7.25 Environmental Protection

7.25.1 All chemicals of whatever nature used during project construction or furnished for project operations must be state and federally certified. Their use and disposal of all residues shall strictly comply with instructions.

7.25.2 The CONTRACTOR shall, at their own expense, ensure that noise and dust pollution is minimized to comply with all Local and State regulations and the approval of the COUNTY. The CONTRACTOR shall comply in a timely manner with all directions of the COUNTY regarding the use of a water truck or other approved dust abatement measures.

7.25.3 The CONTRACTOR shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

7.26 Documentation and Measurement

7.26.1 Prior to beginning any work, the COUNTY or its authorized representative shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the COUNTY or its authorized representative prior to debris collection. If a vehicle

is working under multiple contracts or for multiple communities, it must be recertified by an THE COUNTY authorized representative each time it returns to work from other contracts or communities.

7.26.2 The CONTRACTOR is responsible for ensuring that all SUB-CONTRACTORS maintain valid driver's licenses and equipment legally fit for travel on the road.

7.26.3 The CONTRACTOR shall designate one Project Manager. The Project Manager shall provide the COUNTY with a telephone number at which the Project Manager can be reached throughout the project.

7.26.4 Load tickets will be provided by the COUNTY or its authorized representative for recording volumes of debris removal.
a. Each load ticket shall consist of one original and four carbon-copy duplicates.
b. Load tickets will be issued by an THE COUNTY authorized representative at the loading site. The COUNTY will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dump site, the vehicle operator will give the four copies to the COUNTY authorized representative at the dump site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the COUNTY authorized representative present at the dump site. The COUNTY authorized representative will validate, enter the estimated debris quantity, and sign the load tickets. The COUNTY will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the CONTRACTOR'S records.
c. The CONTRACTOR shall give written notice of the location for work scheduled twenty-four (24) hours in advance to the COUNTY.

7.27 Ownership of Debris

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

7.27.1 All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of this contract unless specifically directed by the COUNTY. Collection of municipal solid waste (MSW) is outside the scope of this contract. All debris handled by the CONTRACTOR shall become the property of the CONTRACTOR upon collection.

7.27.2 It is recognized that C&D debris might contain small amounts of asbestos, lead-based paints, treated wood, or similar materials. The Texas Commission on Environmental Quality (TCEQ) may issue orders for the classification and disposition of all disaster debris.

Based on the mandates of TCEQ and other applicable State and Federal reimbursement agencies, the character and disposal of waste streams will be determined. The CONTRACTOR and THE COUNTY will establish a final disposal plan based on these mandates.

7.28 THE COUNTY Responsibilities

THE COUNTY responsibilities will vary with each disaster depending on THE COUNTY'S needs and resources. The COUNTY, at a minimum, will be responsible for the following:
a. Coordinating collection activities with the CONTRACTOR
b. Completing the COUNTY service request form
c. Identifying suitable DMS activities
d. Promoting debris management activities
e. Providing educational materials
f. Submitting post-collection DMS(s) data reports to TCEQ
g. Recruiting and coordinating volunteers
h. Coordinating with local police, fire, emergency medical services (EMS), and other appropriate agencies
i. Providing emergency contact information
j. Executing the contract with selected CONTRACTOR(S)
k. Issuing a written Notice to Proceed at the appropriate time

8. Proposal Evaluation and Selection Process

8.1 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.

8.2 Cost Proposal

The Offeror must utilize the form provided in Attachment 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 reworked version of Attachment A that is intended to be a substitute for Attachment A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.

8.3 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: Jefferson County Auditor, Jefferson County Human Resources, and Jefferson County Emergency Management. The County will reference Code of Federal Regulations (CFR), Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Procurement Standards (200.317 – 200.326) in evaluating proposal and awarding the contract.

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

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.

8.4 Evaluation Criteria:

Proposals will be evaluated by the County using the following criteria:

a. Proposal Requirements and Completeness of Proposal 10 points
- o If a proposal fails to meet a material RFP requirement, the proposal may be rejected. A deviation is material to the extent that the PROPSAL is not in substantial accord with the solicitation. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.
- o Proposals containing false or misleading statements may be rejected if in County's opinion the information was intended to mislead regarding a requirement of the RFP.

b. References, Experience, Reputation, and Compliance 15 points
- o Experience and reputation in managing debris removal and disposal projects within State and Federal regulations and guidelines
- o Personnel experience and training
- o Financial stability

c. Debris Management Services 25 points
- o Degree of County liability in proposed debris management methods
- o Breadth of service
- o Debris management methods and commitment to THE COUNTY debris management preferences
- o Availability of preferred disposal methods (for example, types of materials planned for reuse and recycling)
- o Ability to ensure debris is collected, sorted, transported safely, and reduced appropriately

d. Price 25 points
The timeframe necessary in order to fully mobilize following a written notice to proceed.

d. Time for Mobilization 25 points
The timeframe necessary to mobilize following a written notice to proceed.

There will be a maximum score of 100 points. PROPOSERS who score 75 points or higher will be eligible to receive an award. To meet the needs of County, more than one PROPOSER may be recommended for award.

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: _____

Offeror Must Complete and Return This Page With Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) 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 OFFER.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Offeror Must Complete and Return This Page With Offer.

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
County, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

Offeror Must Complete and Return This Page With Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your proposal.

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

Offeror Must Complete and Return This Page With Offer.

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: p Yes p No

Address: _____
Street County State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & EthniCounty): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street County 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.

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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 & EthniCounty): _____

Address: _____
Street County 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 SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & EthniCounty): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street County 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: _____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & EthniCounty): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street County 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 & EthniCounty): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street County 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.

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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 County 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 County 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: _____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street County 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 County 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: _____

Offeror Must Complete and Return This Page With Offer.

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 _____ _____ (County 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.

Offeror Must Complete and Return This Page With Offer.

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_____, 2017.

_____
Notary Public in and for
the State of _____

Offeror Must Complete and Return This Page With Offer.

Appendix A – Stump Conversion Table

Stump Conversion Table

Diameter to Volume Capacity

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

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

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

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

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

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

Attachment A – Cost Proposal

Emergency Debris Removal Services (In Response to Hurricane Harvey) for Jefferson County (RFP 17-032/YS)

Vendor Name: _____

SCHEDULE 1 - UNIT RATE PRICE					
2.2 ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a End User approved debris management site (DMS) or End User approved final disposal site.	**$ Per Cubic Yard (CY)**	**Low Range 0-100k CY**	**Mid Range 100k-500k CY**	**High Range 500k+ CY**	**$ Per Ton (Alternate)**
0 to 15 miles					
16 to 30 miles					
31 to 60 miles					
Greater than 60 miles					
2.3 ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D on the ROW or public property to a End User approved final disposal site.	**$ Per Cubic Yard (CY)**	**Low Range 0-100k CY**	**Mid Range 100k-500k CY**	**High-Range 500k+ CY**	**$ Per Ton (Alternate)**
0 to 15 miles					
16 to 30 miles					
31 to 60 miles					
Greater than 60 miles					
2.4 Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to an End User approved final disposal site.	**$ Per Cubic Yard (CY)**	**Low Range 0-100k CY**	**Mid Range 100k-500k CY**	**High-Range 500k+ CY**	**$ Per Ton (Alternate)**
0 to 15 miles					
16 to 30 miles					
31 to 60 miles					
Greater than 60 miles					

2.5 Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to an End User approved final disposal site.	**$ Per Cubic Yard (CY)**	**Low Range 0-100k CY**	**Mid Range 100k-500k CY**	**High-Range 500k+ CY**	**$ Per Ton (Alternate)**
0 to 15 miles					
16 to 30 miles					
31 to 60 miles					
Greater than 60 miles					

2.6 DMS Management and Operations Work consists of managing and operating DMS for acceptance of eligible vegetative disaster related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**$ Per Cubic Yard (CY)**	**Low Range 0-100k CY**	**Mid Range 100k-500k CY**	**High-Range 500k+ CY**	**$ Per Ton (Alternate)**

2.7 DMS, Management and Reduction by Grinding Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**$ Per Cubic Yard (CY)**	**Low Range 0-100k CY**	**Mid Range 100k-500k CY**	**High-Range 500k+ CY**	**$ Per Ton (Alternate)**

2.8 DMS Management and Reduction by Air Curtain Incineration Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**$ Per Cubic-Yard (CY)**	**Low Range 0-100k CY**	**Mid Range 100k-500k CY**	**High-Range 500k+ CY**	**$ Per Ton (Alternate)**

2.9 Haul-out of Reduced Debris to a End User Approved Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at an End User approved DMS to an End User designated final disposal site.	**$ Per Cubic-Yard (CY)**	**Low Range 0-100k CY**	**Mid Range 100k-500k CY**	**High-Range 500k+ CY**	**$ Per Ton (Alternate)**
0 to 15 miles					
16 to 30 miles					
31 to 60 miles					
Greater than 60 miles					

2.10 Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the End User ROW for collection under the terms and conditions of Scope of Services, Vegetative Debris Removal.	**$ Per Tree**
6 inch to 12.99 inch diameter	
13 inch to 24.99 inch diameter	
25 inch to 36.99 inch diameter	
37 inch to 48.99 inch diameter	
49 inch and larger diameter	
Hanger Removal (per Tree)	

2.11 Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a End User approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal.	**$ Per Stump**
24.1 inch to 36.99 inch diameter	
37 inch to 48.99 inch diameter	
49 inch and larger diameter	

2.12 ROW White Goods Debris Removal Work consists of the removal of eligible White Goods from the ROW to a End User approved DMS site or End User approved facility for recycling. Contractor shall be responsible for recovering/disposing refridgerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the End User approved DMS to a End User approved facility for recycling.	**$ Per Unit**	
Refridgerators and freezers requiring refridgerant recovery and decontamination		
Washers, dryers, stoves, ovens, AC units, and hot water heaters		
2.13 Used Electronics Removal Work consists of the recovery and disposal of disaster damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the End User.	**$ Per Unit**	
2.14 Household Hazardous Waste Removal, Transport, and Disposal Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a End User approved permitted hazardous waste facility or MSW type I landfill.	**$ Per Pound**	
#REF!		
2.15 Abandoned Vehicle and Vessel Removal Work consists of the removal and transport of eligible abandoned vehicles and vessels.	**$ Per Unit**	
Passenger Car		
Single Axle		
Vessels less than 20 linear feet		
Vessels 21 linear feet and greater		
Double Axle		

2.16 Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	**$ Per Pound**	

SCHEDULE 2
Hourly Labor, Equipment, and Material Price Schedule

Equipment Type With Operator	Estimated Hours	Hourly Labor Rate	Total
Air Curtain Burner, Self-Contained System	140		
50' Bucket Truck	140		
Crash Truck w/Impact Attenuator	70		
Dozer, Tracked, D3 or Equivalent	70		
Dozer, Tracked, D4 or Equivalent	70		
Dozer, Tracked, D5 or Equivalent	70		
Dozer, Tracked, D8 or Equivalent	70		
Dump Truck, 16 +/- CY	70		
Dump Truck, 20 +/- CY	70		
Dump Truck, 38 +/- CY	70		
Generator, 5.5 kW, List kW Capacity	70		
Generator, 200 kW, List kW Capacity	70		
Generator, 2,500 kW, List kW Capacity	70		
Light Plant with Fuel and Support	140		
Grader w/12' Blade (Min. 30,000 LB)	70		
Hydraulic Excavator, 1.5 CY	70		
Hydraulic Excavator, 2.5 CY	70		
Knuckleboom Loader	140		
Lowboy Trailer w/Tractor	70		
Mobile Crane up to 15 Ton	70		
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70		
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70		
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70		
Vac Truck (Mist Capacity), List Capacity	70		
Pickup Truck, 1 Ton	70		
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70		

Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70		
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70		
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70		
Tub Grinder, 800 to 1,000 HP	140		
Hydraulic Excavator, 1.5 cy (w/ thumb)	70		
Hydraulic Excavator, 2.5 cy (w/ thumb)	70		
Truck, Flatbed	70		
Articulated, Telescoping Scissor Lift for Tower, 15 hp/37 ft lift	140		
Water Truck, 2500 gal (Non-Potable, Dust Control and Pavement Maintenance)	140		
Wheel Loader, 3 CY, 152 HP	70		
Wheel Loader, 4.0 CY, 200 HP	70		
Wheel Loader-Backhoe,1.5 CY, 95 HP	70		
Other – Please List			

Labor Category	EstimatedHours	HourlyLabor Rate	Hourly LaborRate
Operations Manager w/Cell Phone and .5 ton Pickup	70		
Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc supplies in support of crew	140		
Tree Climber/Chainsaw and Gear	350		
Laborer w/Chain Saw	350		
Laborer w/Small Tools, Traffic Control, or Flag person	350		
Bonded and Certified Security Personnel	140		
Other – Please List			

Crew Category	Estimated Hours	Hourly Labor Rate	Total
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	350		
Other – Please List			

Agreement 17-049/JW 308

LexisNexis®

Lexis Advance® Subscription Amendment for State/Local Government
(Existing Subscriber Version)

"Subscriber" Name: Judge Kent Walston Jefferson County
Account Number: 3222YGVD6
"LN": LexisNexis, a division of RELX Inc.

1. Amendment
This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at www.lexisnexis.com/terms/general.

2. Certification
2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	1

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
(ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Advance Product and Charges
3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination. Upon the expiration of the Committed Term, all access to and use of Lexis Advance by Subscriber will be billed in accordance with the applicable then-current Price Schedule.

Lexis Advance Content & Features		
Product	**SKU Number**	**Number of Users**
TX Enhanced	1011586	
USCS	1011069	

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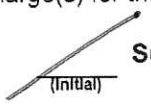
TX Jury Instructions News National Primary Enhanced	1011497 1010610 1011511	
All Law Reviews TX Transaction Guide: Legal Forms	1010857 1010483	
Dorsaneo, TX Litgation Guide	1010135	
TX Civil Practice Analytical	1011328	
Moore's Federal Practice - Civil	1010336	
Moore's Federal Practice - Criminal	1010337	
☐ See attached Rider No. 1 for additional Content & Features		

3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
2/1/2018 - 1/31/2019	$69.00

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.



Subscriber elects access to the Alternate Materials

3.5 Use of Lexis Advance under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before _____.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. SUPPORT AND TRAINING

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

(a) Mandatory basic training in the use of Lexis Advance by LN for all Authorized Users;
(b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;

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(c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and

(d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber:	**Judge Kent Walston Jefferson County**
	[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature:	
Printed Name:	Jeff R. Branick
Job Title:	Jefferson county Judge
Date:	December 4, 2017

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	Josh Roslan
Job Title:	Pricing Analyst
Date:	11-29-17

ATTEST Candy L Grinder
DATE 12/4/17

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

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Jack Brooks Regional Airport
5000 Jerry Ware Drive Suite 100, Beaumont TX 77705
Tel 409.719.4900 Fax 409.722.2830
Flysetx.com

November 29, 2017

INDEMNITY AGREEMENT

CASA of Southeast Texas has requested the use of Jack Brooks Regional Airport for December 16th, 2017. The activities are limited to a Santa 5K Fun Run for the expressed purpose of charitable fund raising. The area to be used for the event is depicted on Exhibit A.

The Airport will also provide the use of the Jerry Ware Terminal Lobby and Conference Room for Registration, entertainment and celebration area. CASA of Southeast Texas will provide cleanup of facilities upon event completion.

Event personnel and visitors are not to cross any safety fences or encroach upon any other airport property and will not enter onto any Airport Restricted Areas.

CASA of Southeast Texas agrees to provide proper personnel to direct vehicular traffic in order to provide unimpeded ingress and egress of Airport Travelers and keep all event personnel and visitors safe.

CASA of Southeast Texas agrees to defend, indemnify and hold harmless Jefferson County and Jack Brooks Regional Airport for any and all claims and lawsuits for personal injuries, property damage, or any other damages arising from the Santa 5K Fun Run at the Jack Brooks Regional Airport on December 16th, 2017.

CASA of Southeast Texas also agrees to purchase Single Limit Bodily Injury and Property Damage in the amount of $10,000,000 and $250,000 for Passenger Liability occurring on December 16th, 2017 and naming Jefferson County and Jack Brooks Regional Airport as Additional Insureds. A copy of said policy will be given to the Airport Director, Alex Rupp no later than December 11th, 2017.

IN WITNESS WHEREOF this 4th day of December, 2017.

Sandra Borne, CASA Executive Director

12/4/17
Alex Rupp, Airport Director

CASA Santa 5K Fun Run
EXHIBIT A
D Finish Line
D Starting Line
Legend
D Finish Line
D Fun Run path 5K
D Starting Line
Fun Run Parking Lot
Registration
Google earth
© 2017 Google
1000 ft

U.S. Department
of Transportation
**Federal Aviation
Administration**

Southwest Region
Logistics Service Area

Fort Worth, Texas 76193

November 17, 2017

Jack Brooks Regional Airport
Attn: Alex Rupp/Airport Manager
4875 Parker Drive
Beaumont, Texas 77705

Dear Alex Rupp,

This document is the payment computation and the request for payment referenced in Article 9 of MOA #AJW-FN-CSA-18-SW-001895 of the reimbursable agreement between the Federal Aviation Administration and Jack Brooks Regional Airport. (Herein referred to as the Agreement) to which this document is attached.

As set forth in Article 7 of MOA #AJW-FN-CSA-18-SW-001895 in the Agreement, the agency's total estimated cost to be reimbursed is $48,923.77. The advance payment, or start-up amount will be $48,923.77. The Sponsor can either make payment via check or you use Pay.Gov. Attached to this document are the instructions on how to use pay.gov.

Upon receipt of this notice, please send payment or pay via Pay.Gov in the amount of $48,923.77 to the FAA as described in Article 9 of the Agreement no later than 5 days after the date of this request. After payment is received, the FAA may begin to incur obligations to implement the Agreement. **Please provide Mr. Bradley K. Logan a copy of that check.**

When you send your payment, please include a copy of this document and send payment to:

Billing Office

FAA - Mike Monroney Aeronautical Center
Attn: AMK-322, Reimbursable Receipts Team
P.O. Box 25770
Oklahoma City, Oklahoma 73125
Telephone: 405-954-3771

Fedex Address

DOT/FAA/Mike Monroney Aeronautical Center
Attn: AMK-322, Reimbursable Receipts Team
6500 S. MacArthur Blvd.
Oklahoma City, Oklahoma 73169
Telephone: 405-954-3771

For further information, please contact Mr. Bradley K. Logan, Acquisition Management Branch, AAQ-570, 817-222-4395.

Sincerely,

Bradley K. Logan

Bradley K. Logan
Contracting Officer

Enclosure
Memorandum of Agreement #AJW-FN-CSA-18-SW-001895

cc: Planning and Requirements Group, AJV-C3

U.S. Department
of Transportation
**Federal Aviation
Administration**

Southwest Region
Logistics Service Area

Fort Worth, Texas 76193

November 17, 2017

Jack Brooks Regional Airport
Attn: Alex Rupp/Airport Manager
4875 Parker Drive
Beaumont, Texas 77705

Dear Alex Rupp,

This letter is in reference to Memorandum of Agreement #AJW-FN-CSA-18-SW-001895 between the Federal Aviation Administration and Jack Brooks Regional Airport. Enclosed are four (4) originals for your review and signature, if acceptable, sign and return four (4) originals to the following address:

Federal Aviation Administration
Attn: Bradley K. Logan (AAQ-570)
10101 Hillwood Parkway
Fort Worth, Texas 76177

For further information, please contact Mr. Bradley K. Logan, Acquisition Management Branch, AAQ-570, 817-222-4395.

Sincerely,

Bradley K. Logan

Bradley K. Logan
Contracting Officer

Enclosure
Memorandum of Agreement #AJW-FN-CSA-18-SW-001895

cc: Planning and Requirements Group, AJV-C3

Agreement Number
AJW-FN-CSA-18-SW-001895

NON-FEDERAL LIMITED DESIGN AND IMPLEMENTATION REIMBURSABLE AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

JEFFERSON COUNTY, TX
JACK BROOKS REGIONAL AIRPORT
BEAUMONT, TX

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract services which the JEFFERSON COUNTY,TX (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the agency's mission;

WHEREAS, the authority for the FAA to furnish services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and JEFFERSON COUNTY,TX on behalf of JACK BROOKS REGIONAL AIRPORT, BEAUMONT, TEXAS.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

This Agreement provides funding for FAA services limited to labor, travel, and expenses required to perform limited technical and/or engineering support, design, and implementation services to support the Sponsor's project identified below. The scope of this Agreement is limited to technical consultation, site visits, feasibility assessments, project planning, scope definition, development of cost estimate(s), review of Sponsor provided design packages, development of FAA design packages, construction oversight, modification, removal, and restoration required to address impacted FAA NAS facilities. No government furnished equipment will be provided under this Agreement. If required, the FAA and the Sponsor will enter into a separate agreement to cover additional work beyond the scope of this Limited Agreement. Therefore, this Agreement is titled:

Limited Design and Implementation Reimbursable Agreement for FAA RESIDENT ENGINEER OVERSIGHT OF CONSTRUCTION ASSOCIATED WITH TAXIWAY MODIFICATIONS at JACK BROOKS REGIONAL AIRPORT IN BEAUMONT, TEXAS.

This Agreement is in whole or in part funded with funding from an AIP grant [ ] Yes [X]No. If Yes, the grant date is: [MM/DD/YYYY] and the grant number is: [Grant Number]. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA Central Service Area Planning and Requirements Group will provide administrative oversight of this Agreement. Kenny Gibson is the Project Implementation Manager and liaison with the Sponsor and can be reached at 817-222-4968 or via email at kenneth.gibson@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

2. The FAA Central Service Area, Communications Engineering Center will perform the scope of work included in this Agreement. Nairanzo Hudson is the Communications Civil Engineer and liaison with the Sponsor and can be reached at 817-222-4488 or via email at nairanzo.hudson@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Brad Logan who can be reached at 817-222-4395 or via email at brad.logan@faa.gov..

B. Sponsor:

Agreement Number
AJW-FN-CSA-18-SW-001895

Alex Rupp, Airport Manager
Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, TX 77705
Office: 409-719-4902
Email: arupp@co.jefferson.tx.us

ARTICLE 5. Reserved

ARTICLE 6. Reserved

ARTICLE 7. Estimated Costs

The fully-loaded estimated FAA cost associated with this Agreement is:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
Construction Oversight (RE Services) WB4050	$ 34,573.50
	$
	$
	$
Labor Subtotal	**$ 34,573.50**
Labor Overhead	**$ 5,143.17**
Total Labor	**$ 39,716.67**
Non-Labor	
Travel WB4010, WB4020, WB4050	$ 8,004.77
General Supply Materials, Doc Handling	$ 600.00
	$
	$
Non-Labor Subtotal	**$ 8,604.77**
Non-Labor Overhead	**$ 602.33**
Total Non-Labor	**$ 9,207.10**
TOTAL ESTIMATED COST	**$ 48,923.77**

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement.

Under no circumstances will this Agreement extend 36 months beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under $1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than $1.00.

B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement and the full advance payment to the Accounting Division. The sponsor can either mail the payment to the address shown below or submit payment (via check or credit card) electronically via pay.gov. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. The mailing address is:

FAA Mike Monroney Aeronautical Center
Attn: AMK-322, Reimbursable Receipt Team
P.O. Box 25770
Oklahoma City, OK 73125

The overnight mailing address is:
FAA Mike Monroney Aeronautical Center
Attn: AMK-322, Reimbursable Receipt Team
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
Telephone: 405-954-3771

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Jefferson County, TX
Attn: Alex Rupp, Airport Msnager
4875 Parker Drive
Beaumont, TX 77705

Office: 409-719-4900
Email: arupp@co.jefferson.tx.us

D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.

E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by an appropriate written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will

be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

A. This Agreement

B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Reserved

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14-2, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly, that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

Agreement Number
AJW-FN-CSA-18-SW-001895

FEDERAL AVIATION ADMINISTRATION		JEFFERSON COUNTY TEXAS	
SIGNATURE		SIGNATURE	
NAME		NAME	JEFF R. BRANICK
TITLE	Contracting Officer	TITLE	COUNTY JUDGE
DATE		DATE	12/4/17

Resolution

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 4TH day December, 2017, on a motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Everette Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, the Jefferson County Commissioners' Court operates, maintains and develops the Airport, in part, with federal grants, state funds, Passenger Facility Charges and user fees; and

WHEREAS, on January 10, 1994, The Jefferson County Commissioners' Court adopted Passenger Facility Charges by Resolution "Enacting a Passenger Facility Charge at the County Airport" as recorded in Volume 123, Page 143 of the Commissioners' Court Minutes; and

WHEREAS, on November 19, 2001, the Passenger Facility Charge (PFC) level was increased from $3.00 to $4.50 to be imposed only on eligible enplaned passengers utilizing the Airport; and

WHEREAS, The Jefferson County Commissioners; Court has in the past used a $4.50 PFC to fund capital projects; and

WHEREAS, the funds generated by continuing to collect a $4.50 PFC are needed to accomplish projects designed to enhance capacity, safety and development of the Jack Brooks Regional Airport.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commissioners Court, that:

SECTION I: The Airport Manager is authorized to file any necessary amendments to the current applications and a new application with the Federal Aviation Administration (FAA), authorizing the continuation of the imposition of a PFC at the $4.50 level, and the expenditure of revenues from the PFC at the Jack Brooks Regional Airport, in accordance with the Airport Capital Development Program, and the assurances and understandings contained in the applications.

SECTION II: This Resolution shall become effective upon final passage.

SIGNED this 4TH day of December 2017.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD Precinct No. 1	ABSENT COMMISSIONER MICHAEL S. SINEGAL Precinct No. 3
COMMISSIONER BRENT A. WEAVER Precinct No. 2	COMMISSIONER EVERETTE D. ALFRED Precinct No. 4

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	665.55	440830	
DAWN DONUTS	45.50	440896	
			711.05**
ROAD & BRIDGE PCT.#1			
ADAMS BACKHOE SERVICE	353.00	440796	
M&D SUPPLY	115.86	440813	
MUNRO'S	28.65	440815	
AT&T	66.16	440822	
DEPARTMENT OF INFORMATION RESOURCES	.01	440837	
UNITED STATES POSTAL SERVICE	.40	440842	
TEXAS CONFERENCE OF URBAN COUNTIES	425.00	440851	
EDDIE ARNOLD	590.79	440862	
HLAVINKA EQUIPMENT COMPANY	18.38	440867	
SAM'S CLUB DIRECT	30.00	440877	
ADVANCE AUTO PARTS	15.14	440879	
			1,643.39**
ROAD & BRIDGE PCT.#2			
ENTERGY	171.51	440808	
			171.51**
ROAD & BRIDGE PCT. # 3			
DEPARTMENT OF INFORMATION RESOURCES	.03	440837	
SAM'S CLUB DIRECT	90.00	440877	
MEMBER'S BUILDING MAINTENANCE LLC	37.00	440885	
			127.03**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - WATER DEPT.	19.60	440801	
ENTERGY	833.70	440808	
KAY ELECTRONICS, INC.	297.00	440810	
M&D SUPPLY	171.43	440813	
MUNRO'S	222.32	440815	
OIL CITY TRACTORS, INC.	50.90	440818	
OLMSTED-KIRK PAPER	80.06	440819	
SANITARY SUPPLY, INC.	316.82	440820	
US POSTAL SERVICE	147.00	440846	
ON TIME TIRE	64.00	440874	
SAM'S CLUB DIRECT	60.00	440877	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	191.57	440887	
HR DIRECT	81.94	440897	
GULF COAST	168.64	440902	
			2,704.98**
PARKS & RECREATION			
ENTERGY	380.28	440808	
			380.28**
GENERAL FUND			
TAX OFFICE			
CDW COMPUTER CENTERS, INC.	199.12	440836	
DEPARTMENT OF INFORMATION RESOURCES	.06	440837	
UNITED STATES POSTAL SERVICE	573.21	440842	
ROCHESTER ARMORED CAR CO INC	352.00	440872	
			1,124.39*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	2.42	440842	
			2.42*
COUNTY CLERK			
OFFICE DEPOT	213.65	440817	
UNITED STATES POSTAL SERVICE	139.76	440842	
SAM'S CLUB DIRECT	15.00	440877	
THOMSON REUTERS-WEST	70.36	440880	
			438.77*
COUNTY JUDGE			
BEAUMONT ENTERPRISE	323.68	440802	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	1.40	440842	
JEFF R BRANICK	518.61	440865	
THOMSON REUTERS-WEST	140.73	440880	
JAN GIROUARD & ASSOCIATES LLC	200.00	440899	
JOSEPH MUCKLEROY	500.00	440903	
			1,684.42*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	.92	440842	
			.92*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	80.14	440842	
			80.14*
PRINTING DEPARTMENT			
CIT TECHNOLOGY FINANCING SERVICE	499.00	440869	
			499.00*
PURCHASING DEPARTMENT			
OFFICE DEPOT	98.93	440817	
UNITED STATES POSTAL SERVICE	.40	440842	
SAM'S CLUB DIRECT	60.00	440877	
			159.33*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	1,315.00	440809	
TIME WARNER COMMUNICATIONS	2,442.76	440825	
ADVANCED STAFFING	97.50	440832	
CROWN CASTLE INTERNATIONAL	1,499.91	440856	
SAM'S CLUB DIRECT	95.14	440876	
			5,450.31*
DATA PROCESSING			
VERIZON WIRELESS	75.98	440838	
			75.98*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	108.22	440842	
AMG PRINTING & MAILING LLC	9,632.17	440909	
			9,740.39*
ELECTIONS DEPARTMENT			
WALMART COMMUNITY BRC	119.00	440839	
SIERRA SPRING WATER CO. - BT	37.79	440844	
SAM'S CLUB DIRECT	15.00	440877	
AK LOGISTIX	950.00	440911	
			1,121.79*
DISTRICT ATTORNEY			
CAMEO / SABINE NECHES TRAVEL	1,444.80	440800	
FED EX	76.09	440803	
KIRKSEY'S SPRINT PRINTING	25.95	440812	
OFFICE DEPOT	1,864.22	440817	
TEXAS DISTRICT & COUNTY ATTY ASSN.	2,100.00	440829	
CDW COMPUTER CENTERS, INC.	211.89	440836	
UNITED STATES POSTAL SERVICE	54.57	440842	
THOMSON REUTERS-WEST	2,996.82	440881	
TRANSUNION RISK AND ALTERNATIVE	220.75	440891	
GARY REAVES	69.43	440895	
QUENTIN PRICE	100.94	440905	
			9,165.46*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	144.64	440842	
			144.64*
CRIMINAL DISTRICT COURT			
GAYLYN COOPER	750.00	440797	
RIFE KIMLER, LAW OFFICE OF	800.00	440811	
RENE MULHOLLAND	67.90	440831	
KEVIN S. LAINE	1,000.00	440833	
UNITED STATES POSTAL SERVICE	8.13	440842	
			2,626.03*
136TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	.81	440842	
			.81*
252ND DISTRICT COURT			
OFFICE DEPOT	9.43	440817	
UNITED STATES POSTAL SERVICE	1.21	440842	
SUMMER TANNER	543.20	440866	
THOMSON REUTERS-WEST	197.79	440880	
			751.63*
317TH DISTRICT COURT			
CASH ADVANCE ACCOUNT	651.43	440809	
GLEN M. CROCKER	925.00	440845	
JOEL WEBB VAZQUEZ	1,500.00	440859	
TERRENCE ALLISON	500.00	440878	
ACCO BRANDS DIRECT	64.99	440882	
LAW OFFICE OF J SCOTT FREDERICK	500.00	440893	
			4,141.42*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	9.33	440842	
			9.33*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.21	440837	
			.21*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	51.20	440842	
			51.20*
JUSTICE COURT-PCT 7			
AT&T	31.96	440822	
DEPARTMENT OF INFORMATION RESOURCES	.19	440837	
			32.15*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	2.02	440842	
			2.02*
COUNTY COURT AT LAW NO. 2			
EDWARD B. GRIPON, M.D., P.A.	595.00	440807	
UNITED STATES POSTAL SERVICE	2.02	440842	
LAURIE PEROZZO	250.00	440870	
JONATHAN VERNON	250.00	440898	
			1,097.02*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	2.82	440842	
MATUSKA LAW FIRM	250.00	440888	
JARED GILTHORPE	250.00	440889	
			502.82*
COURT MASTER			
JUDGE LARRY GIST	5,642.82	440805	
			5,642.82*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	1.21	440842	
			1.21*
SHERIFF'S DEPARTMENT			
CASH ADVANCE ACCOUNT	861.00	440809	
DEPARTMENT OF INFORMATION RESOURCES	538.75	440837	
UNITED STATES POSTAL SERVICE	36.96	440842	
SAM'S CLUB DIRECT	15.00	440877	
			1,451.71*
JAIL - NO. 2			
DEPARTMENT OF INFORMATION RESOURCES	1.98	440837	
SAM'S CLUB DIRECT	15.00	440877	
			16.98*
JUVENILE PROBATION DEPT.			

NAME	AMOUNT	CHECK NO.	TOTAL
FED EX	93.43	440803	
OFFICE DEPOT	53.44	440817	
CDW COMPUTER CENTERS, INC.	265.05	440836	
VERIZON WIRELESS	51.73	440838	
UNITED STATES POSTAL SERVICE	15.06	440842	
			478.71*
JUVENILE DETENTION HOME			
FLOWERS FOODS	115.96	440857	
			115.96*
CONSTABLE PCT 1			
KAY ELECTRONICS, INC.	140.00	440810	
TEXAS STATE UNIVERSITY SAN MARS	150.00	440821	
VERIZON WIRELESS	227.94	440838	
UNITED STATES POSTAL SERVICE	56.67	440842	
			574.61*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	440838	
			113.97*
CONSTABLE-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.11	440837	
VERIZON WIRELESS	113.97	440838	
			114.08*
CONSTABLE-PCT 6			
GT DISTRIBUTORS, INC.	93.65	440804	
VERIZON WIRELESS	113.97	440838	
UNITED STATES POSTAL SERVICE	5.31	440842	
			212.93*
CONSTABLE PCT. 7			
OFFICE DEPOT	110.44	440817	
VERIZON WIRELESS	113.97	440838	
TND WORKWEAR CO LLC	194.00	440904	
			418.41*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	440838	
			113.97*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	166.34	440817	
TEXAS AGRILIFE EXTENSION SERVICES	1,500.00	440828	
			1,666.34*
HEALTH AND WELFARE NO. 1			
UNITED STATES POSTAL SERVICE	25.65	440842	
SAM'S CLUB DIRECT	15.00	440877	
			40.65*
HEALTH AND WELFARE NO. 2			
AT&T	31.96	440822	
SAM'S CLUB DIRECT	15.00	440877	
			46.96*
CHILD WELFARE UNIT			
J.C. PENNEY'S	5,734.59	440847	
SEARS COMMERICAL CREDIT	2,078.10	440848	
S&M FAMILY OUTLET	196.82	440849	
			8,009.51*
ENVIRONMENTAL CONTROL			
DEPARTMENT OF INFORMATION RESOURCES	.14	440837	
			.14*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	51,806.05	440884	
			51,806.05*
MAINTENANCE-BEAUMONT			

NAME	AMOUNT	CHECK NO.	TOTAL
SPIDLE & SPIDLE	2,989.35	440799	
CITY OF BEAUMONT - WATER DEPT.	171.93	440801	
W.W. GRAINGER, INC.	143.04	440806	
ENTERGY	847.12	440808	
AT&T	5,187.92	440822	
DEPARTMENT OF INFORMATION RESOURCES	663.27	440837	
OTIS ELEVATOR COMPANY	2,808.46	440855	
MANNING'S OFFICE SOLUTIONS LLC	1,248.90	440900	
			14,059.99*
MAINTENANCE-PORT ARTHUR			
AT&T	61.92	440822	
DEPARTMENT OF INFORMATION RESOURCES	.10	440837	
SAM'S CLUB DIRECT	30.00	440877	
			92.02*
MAINTENANCE-MID COUNTY			
ENTERGY	482.37	440808	
			482.37*
SERVICE CENTER			
TATE & CO., INC.	1,104.20	440827	
FASTENAL	121.92	440835	
BUMPER TO BUMPER	278.78	440860	
MIGHTY OF SOUTHEAST TEXAS	826.30	440873	
SPANKY'S WRECKER SERVICE INC	95.00	440875	
MIDNIGHT AUTO	179.90	440901	
			2,606.10*
VETERANS SERVICE			
OFFICE DEPOT	106.38	440817	
UNITED STATES POSTAL SERVICE	1.82	440842	
HILARY GUEST	196.66	440852	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	440892	
			375.86*
			127,343.95**
MOSQUITO CONTROL FUND			
TIME WARNER COMMUNICATIONS	160.70	440826	
DEPARTMENT OF INFORMATION RESOURCES	.26	440837	
			160.96**
FEMA EMERGENCY			
MICHAEL KIRKPATRICK	4,540.00	440834	
WALMART COMMUNITY BRC	13.51	440840	
UNITED RENTALS	1,371.43	440864	
REPUBLIC SERVICES	605.56	440894	
TETRA TECH	176,818.78	440914	
			183,349.28**
BREATH ALCOHOL TESTING			
STEVE MAYES	458.70	440890	
			458.70**
J.C. FAMILY TREATMENT			
JUDY PAASCH	43.03	440861	
			43.03**
LAW LIBRARY FUND			
LEXIS-NEXIS	173.88	440843	
LEXISNEXIS MATTHEW BENDER	1,076.73	440850	
THOMSON REUTERS-WEST	2,278.79	440880	
			3,529.40**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	1.81	440838	
			1.81**
GRANT A STATE AID			
CASH ADVANCE ACCOUNT	161.92	440809	
			161.92**
COMMUNITY SUPERVISION FND			

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	1,066.59	440809	
DEPARTMENT OF INFORMATION RESOURCES	1.34	440837	
VERIZON WIRELESS	41.76	440838	
UNITED STATES POSTAL SERVICE	48.70	440842	
SAM'S CLUB DIRECT	30.00	440877	
			1,188.39**
JEFF. CO. WOMEN'S CENTER			
AIR COMFORT, INC.	134.00	440798	
CITY OF BEAUMONT - WATER DEPT.	1,129.81	440801	
M&D SUPPLY	37.16	440813	
MARKET BASKET	26.20	440814	
SYSCO FOOD SERVICES, INC.	1,131.52	440823	
TIME WARNER COMMUNICATIONS	29.71	440824	
DEPARTMENT OF INFORMATION RESOURCES	.40	440837	
VERIZON WIRELESS	15.66	440838	
BEN E KEITH FOODS	1,081.56	440858	
ROCHESTER ARMORED CAR CO INC	114.75	440872	
SAM'S CLUB DIRECT	75.00	440877	
BEXAR COUNTY	150.00	440912	
			3,925.77**
MENTALLY IMPAIRED OFFEND.			
CASH ADVANCE ACCOUNT	193.00	440809	
			193.00**
LAW OFFICER TRAINING GRT			
WALMART COMMUNITY BRC	61.63	440839	
			61.63**
COUNTY CLERK - RECORD MGT			
MANATRON	11,106.62	440868	
			11,106.62**
DEPUTY SHERIFF EDUCATION			
JERRY LOWE	287.67	440908	
			287.67**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	227.96	440838	
			227.96**
HOTEL OCCUPANCY TAX FUND			
MUNRO'S	140.63	440815	
TRI-CITY COFFEE SERVICE	77.45	440830	
DEPARTMENT OF INFORMATION RESOURCES	3.13	440837	
FORD PARK	46,000.00	440853	
FORD PARK	46,000.00	440854	
SAM'S CLUB DIRECT	30.00	440877	
VECTOR SECURITY	3,816.00	440906	
			96,067.21**
CAPITAL PROJECTS FUND			
CARRIER CORPORATION	239,534.00	440795	
TIM RICHARDSON	10,500.00	440886	
			250,034.00**
AIRPORT FUND			
DEPARTMENT OF INFORMATION RESOURCES	.45	440837	
VERIZON WIRELESS	37.99	440838	
			38.44**
AIRPORT IMPROVE. GRANTS			
GARVER LLC	380.00	440871	
			380.00**
LIABILITY CLAIMS ACCOUNT			
STEVENS BALDO & LIGHTY PLLC	227.50	440907	
HENRY BEALL	2,088.00	440913	
			2,315.50**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	7,723.91	440863	
			7,723.91**
D.A.'S FORFEITURED FUNDS			

NAME	AMOUNT	CHECK NO.	TOTAL
BERLA CORPORATION	9,160.00	440910	
			9,160.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	13,600.50	440768	
CLEAT	288.00	440769	
JEFFERSON CTY. TREASURER	15,498.84	440770	
RON STADTMUELLER - CHAPTER 13	530.00	440771	
INTERNAL REVENUE SERVICE	475.00	440772	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,400.00	440773	
JEFFERSON CTY. COMMUNITY SUP.	9,717.38	440774	
JEFFERSON CTY. TREASURER - HEALTH	463,493.38	440775	
JEFFERSON CTY. TREASURER - GENERAL	10.00	440776	
JEFFERSON CTY. TREASURER - PAYROLL	1,708,371.45	440777	
JEFFERSON CTY. TREASURER - PAYROLL	664,776.72	440778	
MONY LIFE INSURANCE OF AMERICA	126.84	440779	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,630.29	440780	
TGSLC	839.64	440781	
UNITED WAY OF BEAUMONT& N JEFFERSON	8.00	440782	
US DEPARTMENT OF EDUCATION	205.11	440783	
JEFFERSON CTY. TREASURER - TCDRS	627,554.20	440784	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,614.99	440785	
JEFFERSON COUNTY TREASURER	2,762.53	440786	
JEFFERSON COUNTY - TREASURER -	6,799.42	440787	
NECHES FEDERAL CREDIT UNION	48,167.71	440788	
JEFFERSON COUNTY - NATIONWIDE	49,328.58	440789	
WILLIAM E HEITKAMP	748.53	440790	
JOHN TALTON	2,066.15	440791	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	440792	
BELINDA M ZURITA	230.77	440793	
CONSERVE	147.27	440794	
			3,624,441.15**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	265.93	440838	
			265.93**
MARINE DIVISION			
WALMART COMMUNITY BRC	170.27	440839	
			170.27**
			4,328,371.12***

Prescribed by Secretary of State (Form JRC)
Elections PRIM/jresolution.doc
Joint Resolution/Contract; Texas Administrative Code rule §81.157
Section 172.126, Texas Election Code, 09/2015

RESOLUTION FOR JOINT PRIMARY

JOINT RESOLUTION

WHEREAS, the Democratic Party of Jefferson County, Texas, and the Republican Party of Jefferson County, Texas, desire to enter into a 2018 Joint Primary Election Services Contract with the Jefferson County Clerk, as the County Election Officer; and

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to give authorization for said Contract

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF JEFFERSON, COUNTY, TEXAS, THAT:
Said Commissioners Court authorizes a Joint Contract by and among, Cade Bernsen, Democratic Party Chair, and Garrett Peel, Republican County Chair, and Carolyn L. Guidry, County Election Officer of Jefferson County, Texas, for the conduct and supervision of the Jefferson County Joint Primary Election on March 6, 2018 and the Jefferson County Joint Primary Runoff Election, if necessary, on May 22, 2018.

PASSED AND APPROVED, THIS 4th DAY OF December 2017.

Jeff Branick, County Judge

Eddie Arnold, Commissioner, Precinct 1

Brent Weaver, Commissioner, Precinct 2

ABSENT
Michael Sinegal, Commissioner, Precinct 3

Everette Alfred, Commissioner, Precinct 4

Cade Bernsen, Democratic Party Chair

Garrett Peel, Republican Party Chair

Carolyn L. Guidry, County Clerk

AGENDA ITEM **December 4, 2017**

Receive and file executed Amended Tax Abatement Agreements between Jefferson County and Golden Pass Products LLC for Trains 1, 2 and 3.

AGENDA ITEM **November 20, 2017**

Consider and possibly approve an Amended Tax Abatement Agreement between Jefferson County and Golden Pass Products LLC for Train 1 in accordance with Section 312.204, Tax Code.

AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY AND GOLDEN PASS PRODUCTS LLC FOR TRAIN 1 FOR PROPERTY LOCATED IN THE GOLDEN PASS REINVESTMENT ZONE

1. Jefferson County, Texas ("County") and Golden Pass Products LLC ("Owner"), (together, the "Parties") entered into a Tax Abatement Agreement ("Agreement") on June 22, 2015 with respect to the abatement of certain *ad valorem* property taxes on a new plant facility to be constructed by OWNER, as Train 1 in the Golden Pass Reinvestment Zone (the "Project").

2. Golden Pass Products LLC is the owner of record in County's real property records of the real property on which Project is being constructed, and the owner of the improvements to the real property that constitute the Project and this addendum is sought to clarify the real interests and obligations outlined in the abatement agreement; and,

3. It was and continues to be the intent of the Parties that the all of the rights, duties and obligations granted or imposed by the Agreement with respect to the tax abatement reside with and are the property of the owner of the Project.

4. The Parties acknowledge that circumstances beyond the control of Owner have delayed the commencement of construction of not only Train 1 but also Trains 2 and 3 and that Owner will suffer the loss of the intended benefits of the original abatement agreements and, for these reasons, the parties agree that the Tax Abatement Agreement for Train shall be amended only with respect to:

> Article 4:
> "The Term of the Abatement Granted in the Abatement Schedule, pursuant to this AGREEMENT, shall be 100% per year beginning on January 1, 2020 and shall terminate on December 31, 2029, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2019, this AGREEMENT shall be null and void."

5. The Parties further acknowledge and agree that all other terms and conditions of the original Abatement Agreement shall remain in full force and effect unless amended by written agreement and it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases.

That pursuant to the 2017 Amended Tax Abatement Policy of Jefferson County that requires that purchases for the project will be invoiced that Jefferson County will be credited with sales taxes for taxable purchases for the project, Golden Pass will do the following to comply with this requirement:

Golden Pass Products LLC (GPP) will enter into a Separated Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of a new plant facility known as Train 1 to be located in Jefferson County Texas[1].

GPP will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. GPP will remit use taxes on taxable purchases made for use in Train 1 directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

Signed this 27 day of NOVEMBER, 2017.

FOR THE COUNTY:

Hon. Jeff R. Branick, County Judge
Jefferson County, Texas

By: ROBERT BILNOSKI

Title: VP - HR/PUBLIC AFFAIRS

[1] 34 Texas Administrative Code Rule 3.291 (b) (10) states:
(10) Local tax. A contractor's responsibility for local sales and use taxes depends on the type of contract entered into with the customer.
(A) A contractor who has entered into a separated contract with the customer must collect local taxes on the charge for materials based on the location of the job site. …

Golden Pass Products LLC "Owner"

AGENDA ITEM **November 20, 2017**

Consider and possibly approve an Amended Tax Abatement Agreement between Jefferson County and Golden Pass Products LLC for Train 2 in accordance with Section 312.204, Tax Code.

AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY AND GOLDEN PASS PRODUCTS LLC FOR TRAIN 2 FOR PROPERTY LOCATED IN THE GOLDEN PASS REINVESTMENT ZONE

1. Jefferson County, Texas ("County") and Golden Pass Products LLC ("Owner"), (together, the "Parties") entered into a Tax Abatement Agreement ("Agreement") on June 22, 2015 with respect to the abatement of certain *ad valorem* property taxes on a new plant facility to be constructed by OWNER, as Train 2 in the Golden Pass Reinvestment Zone (the "Project").

2. Golden Pass Products LLC is the owner of record in County's real property records of the real property on which Project is being constructed, and the owner of the improvements to the real property that constitute the Project and this addendum is sought to clarify the real interests and obligations outlined in the abatement agreement; and,

3. It was and continues to be the intent of the Parties that the all of the rights, duties and obligations granted or imposed by the Agreement with respect to the tax abatement reside with and are the property of the owner of the Project.

4. The Parties acknowledge that circumstances beyond the control of Owner have delayed the commencement of construction of not only Train 1 but also Trains 2 and 3 and that Owner will suffer the loss of the intended benefits of the original abatement agreements and, for these reasons, the parties agree that the Tax Abatement Agreement for Train shall be amended only with respect to:

Article 4:

> "The Term of the Abatement Granted in the Abatement Schedule, pursuant to this Agreement shall be 100% per year beginning on January 1, 2021 and shall terminate on December 31, 2030, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2020, this AGREEMENT shall be null and void."

5. The Parties further acknowledge and agree that all other terms and conditions of the original Abatement Agreement shall remain in full force and effect unless amended by written agreement and it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases.

That pursuant to the 2017 Amended Tax Abatement Policy of Jefferson County that requires that purchases for the project will be invoiced that Jefferson County will be credited with sales taxes for taxable purchases for the project, Golden Pass will do the following to comply with this requirement:

Golden Pass Products LLC (GPP) will enter into a Separated Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of a new plant facility known as Train 1 to be located in Jefferson County Texas[1].

GPP will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. GPP will remit use taxes on taxable purchases made for use in Train 1 directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

Signed this 27 day of NOVEMBER, 2017.

FOR THE COUNTY:

Hon. Jeff R. Branick, County Judge
Jefferson County, Texas

By:

ROBERT BILINSKI VP-HR/PUBLIC AFFAIRS

[1] 34 Texas Administrative Code Rule 3.291 (b) (10) states:
(10) Local tax. A contractor's responsibility for local sales and use taxes depends on the type of contract entered into with the customer.
(A) A contractor who has entered into a separated contract with the customer must collect local taxes on the charge for materials based on the location of the job site. …

_____

Title:

Golden Pass Products LLC "Owner"

AGENDA ITEM **November 20, 2017**

Consider and possibly approve an Amended Tax Abatement Agreement between Jefferson County and Golden Pass Products LLC for Train 3 in accordance with Section 312.204, Tax Code.

AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY AND GOLDEN PASS PRODUCTS LLC FOR TRAIN 3 FOR PROPERTY LOCATED IN THE GOLDEN PASS REINVESTMENT ZONE

1. Jefferson County, Texas ("County") and Golden Pass Products LLC ("Owner"), (together, the "Parties") entered into a Tax Abatement Agreement ("Agreement") on June 22, 2015 with respect to the abatement of certain *ad valorem* property taxes on a new plant facility to be constructed by OWNER, as Train 3 in the Golden Pass Reinvestment Zone (the "Project").

2. Golden Pass Products LLC is the owner of record in County's real property records of the real property on which Project is being constructed, and the owner of the improvements to the real property that constitute the Project and this addendum is sought to clarify the real interests and obligations outlined in the abatement agreement; and,

3. It was and continues to be the intent of the Parties that the all of the rights, duties and obligations granted or imposed by the Agreement with respect to the tax abatement reside with and are the property of the owner of the Project.

4. The Parties acknowledge that circumstances beyond the control of Owner have delayed the commencement of construction of not only Train 1 but also Trains 2 and 3 and that Owner will suffer the loss of the intended benefits of the original abatement agreements and, for these reasons, the parties agree that the Tax Abatement Agreement for Train shall be amended only with respect to:

Article 4:

> "The Term of the Abatement Granted in the Abatement Schedule, pursuant to this Agreement shall be 100% per year beginning on January 1, 2022 and shall terminate on December 31, 2031, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2021, this AGREEMENT shall be null and void."

5. The Parties further acknowledge and agree that all other terms and conditions of the original Abatement Agreement shall remain in full force and effect unless amended by written agreement and it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases.
That pursuant to the 2017 Amended Tax Abatement Policy of Jefferson County that requires that purchases for the project will be invoiced that Jefferson County will be credited with sales taxes for taxable purchases for the project, Golden Pass will do the following to comply with this requirement:

Golden Pass Products LLC (GPP) will enter into a Separated Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of a new plant facility known as Train 1 to be located in Jefferson County Texas[1].

GPP will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. GPP will remit use taxes on taxable purchases made for use in Train 1 directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

Signed this 27 day of November, 2017.

FOR THE COUNTY:

Hon. Jeff R. Branick, County Judge
Jefferson County, Texas

By:
Robert Bilnoski
VP - HR/Public Affairs

[1] 34 Texas Administrative Code Rule 3.291 (b) (10) states:
(10) Local tax. A contractor's responsibility for local sales and use taxes depends on the type of contract entered into with the customer.
(A) A contractor who has entered into a separated contract with the customer must collect local taxes on the charge for materials based on the location of the job site. …

Title:

Golden Pass Products LLC "Owner"

AGENDA ITEM **December 4, 2017**

Receive and file executed order levying taxes for Port of Port Arthur Navigation District of Jefferson County, Texas Unlimited Tax Port Improvement Bonds, Series 2017A.

AGENDA ITEM **November 27, 2017**

Consider, possibly approve and adopt an order levying taxes for Port of Port Arthur Navigation District of Jefferson County, Texas Unlimited Tax Port Improvement Bonds, Series 2017A.

CERTIFICATE FOR ORDER

STATE OF TEXAS §
COUNTY OF JEFFERSON §

We, the undersigned officers of Jefferson County, Texas (the "County"), hereby certify as follows:

1. The Commissioners Court of the County convened in a REGULARLY SCHEDULED MEETING on the 27TH DAY OF NOVEMBER, 2017, at the County Courthouse in Beaumont, Texas (the "Meeting"), and the roll was called of the duly constituted Commissioners Court of the County, to-wit:

Jeff Branick - County Judge
Eddie Arnold - County Commissioner, Precinct 1
Brent Weaver - County Commissioner, Precinct 2
Michael Sinegal- County Commissioner, Precinct 3
Everette "Bo" Alfred - County Commissioner, Precinct 4

and all of the persons were present, except the following absentees: Eddie Arnold, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

Order Levying Taxes for Port of Port Arthur Navigation District of Jefferson County, Texas Unlimited Tax Port Improvement Bonds, Series 2017A

was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Order be passed; and, after due discussion, said motion carrying with it the passage of the Order, prevailed and carried by the following vote:

AYES: 4

NOES: 0

2. A true, full and correct copy of the Order passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Order has been duly recorded in the Commissioners Court's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioner Court's minutes of the Meeting pertaining to the passage of the Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting county officials as indicated therein; that each of the elected officials and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Order would be introduced and considered for passage at the Meeting, and

each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The County Judge of the County has approved and hereby approves the Order; that the County Judge and the County Clerk of the County have duly signed the Order; and that the County Judge and the County Clerk of the County hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Order for all purposes.

SIGNED AND SEALED the 27th day of November, 2017.

Carolyn L Guidry
County Clerk

County Judge

[COUNTY SEAL]

ORDER LEVYING TAXES FOR PORT OF PORT ARTHUR NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS UNLIMITED TAX PORT IMPROVEMENT BONDS, SERIES 2017A

STATE OF TEXAS '
COUNTY OF JEFFERSON '

WHEREAS, the Port of Port Arthur Navigation District of Jefferson County, Texas (the "District") has authorized the issuance of the District's Unlimited Tax Port Improvement Bonds, Series 2017A in an aggregate principal amount not to exceed $60,150,000 (collectively, the "Bonds") and has requisitioned the Commissioners Court to levy taxes to pay such Bonds; and

WHEREAS, Chapter 197, Acts of the 58th Texas Legislature, Regular Session, 1963, as amended, requires the Commissioners Court, upon such requisition, to levy such taxes; therefore

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS:

That during each year while any of the Bonds or interest thereon are outstanding and unpaid, there shall be computed and ascertained a rate and amount of ad valorem tax that will be sufficient to raise and produce the money necessary to pay the interest on the Bonds and to create a sinking fund to retire the principal of the Bonds as such principal matures; and said tax shall be based on the latest approved tax rolls of the District, with full allowance being made for tax delinquencies and the cost of tax collection and said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the District for each year while any of the Bonds or interest thereon are outstanding and unpaid. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds as such interest comes due and such principal matures are hereby pledged for such payment, without limit as to rate or amount.

PASSED AND APPROVED this 27th day of November, 2017.

County Judge

ATTEST:

County Clerk

(COM.CT.SEAL)

AGENDA ITEM **December 4, 2017**

Consider and possibly approve an Order Waiving filings fees for easements granted in furtherance of work authorized by TxCDBG Contract No. 7216231.

AN ORDER WAIVING FILING FEES FOR EASEMENTS GRANTED REGARDING TxCDBG CONTRACT No. 7216231 AMENDMENT/MODIFICATION REQUEST A1101

WHEREAS, Jefferson County residents have granted easements to allow completion of work authorized by TxCDBG Contract No. 7216231Amendment; and

WHEREAS, the Jefferson County Commissioners Court desires to assist these residents and the West Jefferson County Municipal Water District in filing necessary easements; and

WHEREAS, it is in the best interest of Jefferson County residents for filing fees for the easements for first time sewer service to be waived at this time.

IT IS THEREFORE ORDERED that the filing fees for the easements granted in furtherance of this work are hereby waived.

.

SIGNED this 4TH day of DECEMBER 2017.

JUDGE JEFF R. BRANICK
County Judge

Eddie Arnold
COMMISSIONER EDDIE ARNOLD
Precinct. 1

ABSENT
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

Everette D. Alfred
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

TxCDBG CONTRACT AMENDMENT/MODIFICATION REQUEST A1101

Grant Recipient Name: JEFFERSON COUNTY Contract No 7216231 Region SETRPC

Modification No. 2 Start Date 12/30/2016 End Date 12/29/2018 Contract Amount $275,000.00

Check all contract provisions to be amended/modified (additional questions appear for some selections):

☒ Exhibit A Performance Statement ☒ Exhibit B Budget ☐ Contract Period (extension) ☐ Special Conditions

☐ Other _____

What changes are proposed for the contract? Change in method to accomplish purpose described in the original project

Why are the proposed revisions requested for this contract?

During the planning meetings it was discovered that that the low pressure sewer service line and the individual grinder units will require easements in order for West Jefferson County Municipal Water District to own and maintain the grinder unit and low pressure sewer service line. The Initial Acquisition Report was submitted in May 16, 2017. The County has completed the application intake and notification of the need to acquire an easement to the property owners. Acquisitions Forms and signed Easements have been received from the property owners . 3 owners are donating the easement and 13 accepted the fair market price.. However some of the families wanted to accept the cash offer to purchase the easement. Jefferson County will need to move $3,000.00 of the construction grant funds to acquisition cost in order to pay for the easements. Bids have been opened and contract has been awarded. The Notice to Proceed will be issued the week of December 4, 2017.

Is the contract on hold for non-compliance with audit, monitoring, or programmatic requirements? No *TDA concur* _____

For Performance Statement Amendment/Modification Requests

Do the proposed revisions address the same problem identified in the current Performance Statement? (Select One)

Yes, same activity addressing the same problem

Do the proposed revisions change the beneficiaries of the contract? (Select One)

Yes, the beneficiaries indicated in the Performance Statement will decrease by less than 25%.

Do the proposed revisions change the locations as described in the Performance Statement? (Select One)

Yes, the attached map shows the original project locations and proposed project locations.

How significant are the proposed revisions? (Select One)

For project with target area benefit: all work within same target area.

Is a previously conducted Environmental Review still valid? (Select One) *TDA concur*

Yes, the Review has been re-evaluated and remains valid. _____

Are all clearances previously submitted for contract Special Conditions still valid? (Select One)

Yes, the clearances have been re-evaluated and remain valid.

How will the proposed improvements be completed? (Select One)

New construction contract (through sealed bid or small purchase procurement).

Will the project be completed by the contract end date? (Select One)

Yes

Required as of September 1, 2016 for all requested changes to TxCDBG contracts.
For additional information on contract changes see TxCDBG Project Implementation Manual Chapter 11

For Budget Amendment/Modification Requests

Enter the entire project Exhibit B and proposed change(s), including activities with no change.

Activity	Original Budget	Current Budget	Present (+/-) $ Change	Revised Budget	+
03J - Sewer Improvement-Construction	$43,050.00	$43,050.00	($3,000.00)	$40,050.00	-
03J - Sewer Improvements-Engineering	$13,860.00	$13,860.00	$0.00	$13,860.00	-
03J - Sewer Improvements-Acquisition	$0.00	$0.00	$3,000.00	$3,000.00	-
14A - Rehab Single-Unit-Sewer Const	$178,950.00	$178,950.00	$0.00	$178,950.00	-
14A - Rehab Single-Unit-Sewer Engineering	$35,640.00	$35,640.00	$0.00	$35,640.00	-
21J - General Administration	$3,500.00	$3,500.00	$0.00	$3,500.00	-
Totals	$275,000.00	$275,000.00	$0.00	$275,000.00	

Do the proposed revisions move more than 20% of the total grant funds from one activity to another? ◉ No ○ Yes

Do the proposed revisions require new budget activities? ○ No ◉ Yes

Do the proposed revisions move funds from construction activities to administration or engineering activities? ◉ No ○ Yes

If Yes, describe additional adm/eng services: The budget is added acquisition for easements under sewer improvements activities

TDA Staff: Record change in IDIS ☐

Provide any other appropriate information about this request in the space below:

The low pressure line and the individual grinder pump will be installed in the easement on the low to moderate income property since West Jefferson County Municipal Waster District will need to have access to the grinder unit and low pressure sewer service line to maintain those elements of the first time sewer service.

Supporting Documents Attached (if applicable):

☐ Revised Exhibit A (using track changes) ☒ Revised Exhibit B (using track changes) ☐ Resolution and Notice of Public Hearing

☐ Engineer's letter ☐ Revised Project Map ☐ Revised Implementation Schedule

☐ Other

By my signature, I certify that the above is true and accurate and hereby request the contract change:

Signature of Authorized Signator	Title	Date
	County Judge	12.04.2017

Notifications:

Mailing Address: Jefferson County Judge Office, P.O. Box 4025. Beaumont, Texas 77704

Email Address for Grant Recipient: jbranick@co.jefferson.tx.us

Other Email Address (list address for persons to be included in notification): randy.blanks@sbcglobal.net

TDA Action: ☐ Notes Attached

Contract Specialist	Team Lead	TxCDBG Director	ORA Administrator
Date	Date	Date	Date

Required as of September 1, 2016 for all requested changes to TxCDBG contracts.
For additional information on contract changes see TxCDBG Project Implementation Manual Chapter 11

Resolution

STATE OF TEXAS § COMMISSIONERS' COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 4th day of December, 2017, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

JEFFERSON COUNTY ADOPT-A-ROAD PROGRAM

WHEREAS, the adopt-a-road program will help to maintain the cleanliness of our county roadways and to decrease the cost of litter pickup by allowing volunteer groups to assist with the litter pick up and allow our county mowers along the county right of way areas to keeping mowing without a delay; and

WHEREAS, it is increasingly more costly, timely and difficult for the County to remove litter; and

WHEREAS, many Texas Counties have successfully implemented the Adopt-a-County Roadway programs whereby individuals, community organizations, business and civic groups have volunteered to adopt a 2-mile section of roadway to pick up litter; and

WHEREAS, illegally dumped waste ranges from a bag of trash somebody throws in a county ditch or along the county roadway to tires, sofas, mattresses and everything in between. But, big or small, illegal dumping creates health risks, lowers property values, blocks drainage and is a burden to the taxpayers for precinct crews to clean up; and

WHEREAS, it would be a benefit to the citizens of Jefferson County to adopt this program to be implemented, encouraging volunteerism and pride in our community as well as allowing our volunteers groups contributed to a litter free roadway; and

WHEREAS, the participating Road & Bridge Precinct will provide all necessary materials needed such as bags, reflective vests, and erect sign for volunteer group on adopted roadway.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners' Court of Jefferson County does hereby authorize the Adopt-a-Road Program.

SIGNED this 4th day of December, 2017.

JUDGE JEFF R.BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

ABSENT
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

AN ORDER AUTHORIZING THE JEFFERSON COUNTY ENVIRONMENTAL CONTROL DEPARTMENT TO ISSUE A BLANKET PERMIT FOR PLACEMENT OF FEMA MULTI-HOUSING UNITS OR R.V.'s IN AREAS BELOW BASE FLOOD ELEVATION

WHEREAS, many Jefferson County residents have been displaced from their homes as a result of Hurricane Harvey and require temporary housing; and

WHEREAS, the Jefferson County Commissioners Court desires to assist these residents to secure housing offered by FEMA; and

WHEREAS, FEMA will, if permitted, place required housing units, pursuant to Code of Federal Regulations DAP9453.3, in areas below base flood elevation, and these temporary units will be placed by FEMA at the highest elevation practicable; and

WHEREAS, it is in the best interest of Jefferson County residents for the Commissioners Court to issue a blanket permit for the placement of the housing units on private property in accordance with all FEMA occupancy requirements.

IT IS THEREFORE ORDERED that blanket permits for FEMA multi-housing and R.V.'s be issued in accordance with all FEMA requirements.

.

SIGNED this ____ day of _____, 2017.

_____

JUDGE JEFF R. BRANICK
County Judge

_____
COMMISSIONER EDDIE ARNOLD
Precinct. 1

_____
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

_____
COMMISSIONER BRENT A. WEAVER
Precinct No. 2

_____
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Permit No. 10-U-17

Precinct No. 2

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTLITY LINE/COMMON CARRIER PIPELINE WITHIN
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date 11/27/2017

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

Entergy (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of Telecommunications, location of which is fully described as follows: (GOODRICH TO MAGNOLIA) "PORT NECHES" PARK ST., AVE L AND MAIN ST. FIBER OPTIC CABLE ROUTE. (24,285.0 L.F.)
PORTION OF PARK ST. MAINTAINED BY Jeff Co Pct #2.

31 pages of drawings attached.

Construction will begin on or after December 4, 20 17.

It is understood that all work will comply with the requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on 2003, and all subsequent revisions thereof to date.

Company Entergy

By Mark Givens

Title Telecom Manager

Address 5755 Choctaw Drive

Baton Rouge, LA 70805

Telephone 225-754-6168

Fax No. _____

FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

Fees covered under franchise agreement

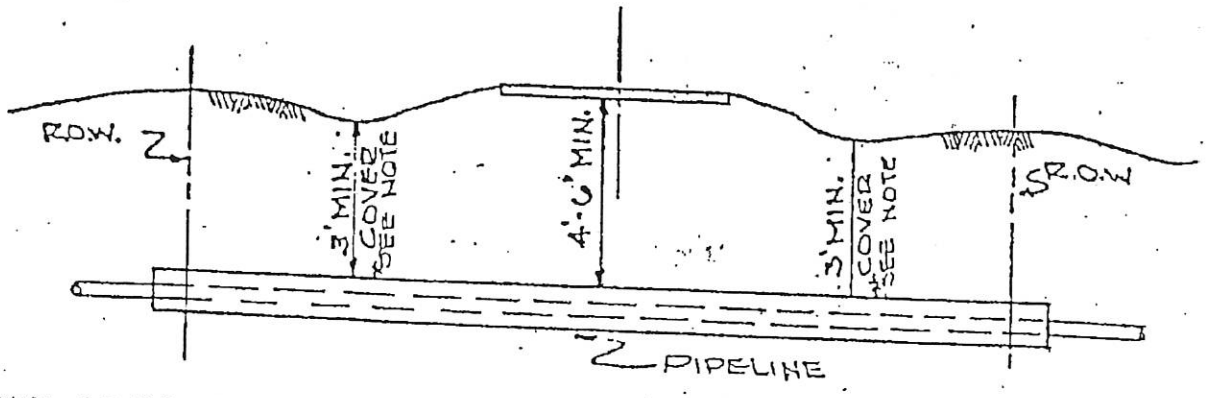
SEE ATTACHED ENTERGY DRAWINGS

__/__ road crossing @ $100.00 _____ $ N/A

__/__ miles parallel @ $150.00/mile or fraction _____ $ N/A

TOTAL _____ $ N/A

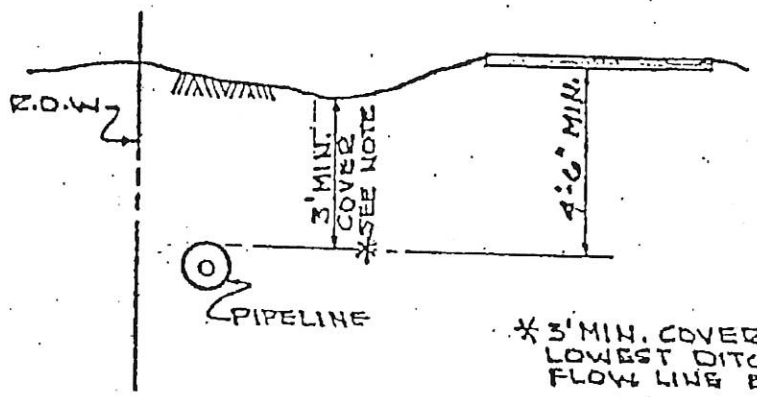
We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be $5,000.00 per crossing and $50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.



*3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

NOTE: CASING TO EXTEND 1'-0' OUTSIDE R.O.W EACH SIDE OF ROAD.

1. STANDARD PIPELINE CROSSING



*3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY ENGINEERING DEPARTMENT.		
PIPELINE DETAILS (STD.)		
12-7-79	NO SCALE	SCHMEH

ENGINEERING ACTION FORM

The minimum standard bond required is $ N/A

Director of Engineering

11/27/17
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be $ N/A. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By _____
County Judge

Entergy
9585 Pecue Lane
Baton Rouge, LA 70810
www.entergy.com

Ernest Clement Jr.
Engineering Specialist
Jefferson County, TX.
(409) 835-8584 Office
(409) 782-8163 Cell
eclement@co.jefferson.tx.us

Subject: Entergy Magnolia Sub to Goodrich Sub-Port Neches, TX

Dear Mr. Clement,

In lieu of the required permit fee and performance bond, Entergy accepts liability and damages to repair or replace to better than and in new condition any part of this project during or following construction. Entergy will subcontract the build to Foster Cable Services who is fully insured and licensed. Entergy will provide an inspector during construction to ensure the project is built per the permitted drawings and specifications.

GRANTEE hereby releases, indemnifies and holds GRANTOR harmless of and from any and all damages and expenses for loss or injury to persons or property that may be caused by GRANTEE, its employees, representatives, agents or contractors and subcontractors while performing its activities on or about GRANTOR'S premises. **GRANTEE, Entergy CORPORATION, INDEMNIFIES AND HOLDS GRANTOR, JEFFERSON COUNTY, TEXAS, HARMLESS OF AND FROM ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION FOR INJURY, DAMAGES AND/OR DEATH ARISING FROM GRANTEE'S USE OF OR PRESENCE ON THE EASEMENT OR OTHER ADJACENT PROPERTY OF GRANTOR. THIS INDEMNITY AGREEMENT EXTENDS TO AND INDEMNIFIES GRANTOR/INDEMNITEE FOR THE INDEMNITEE'S OWN NEGLIGENCE.**

Sincerely,

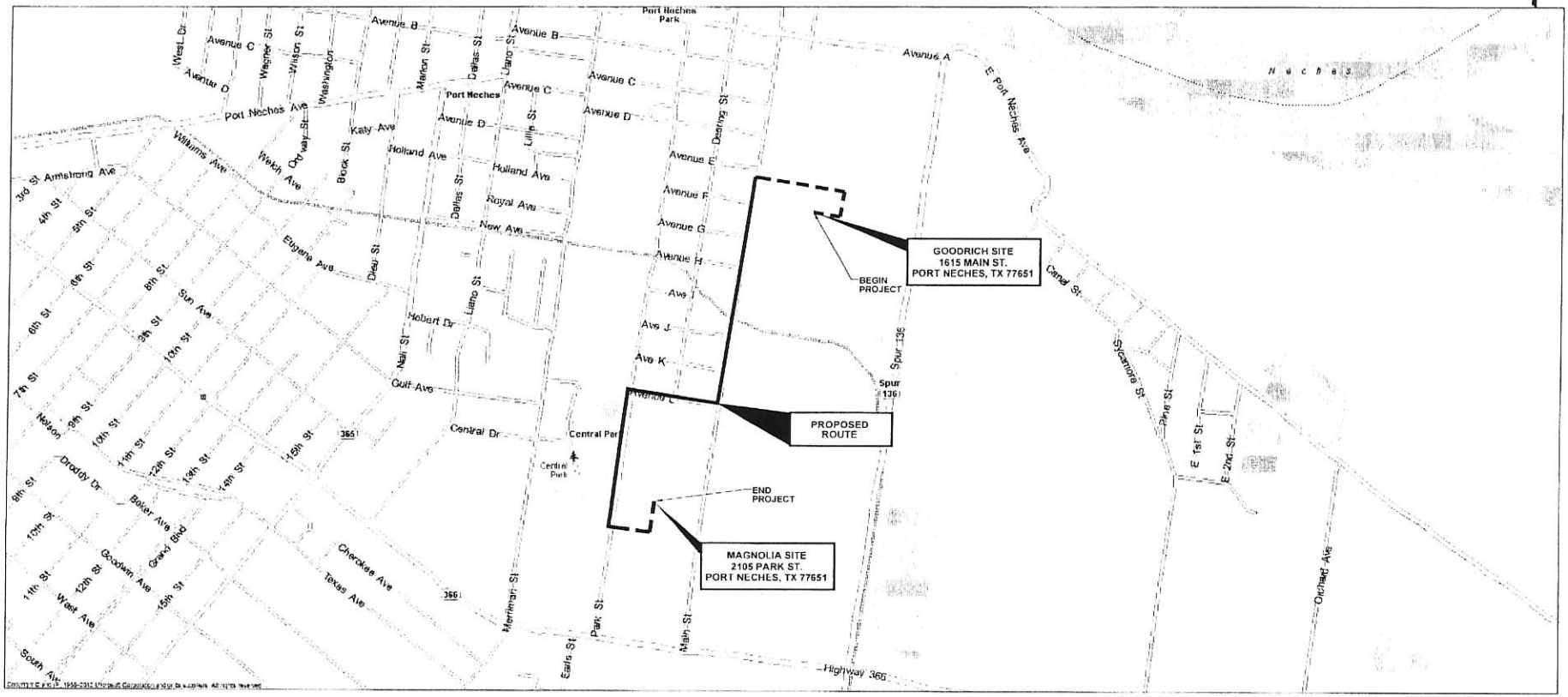
Mark Givens
Telecommunications Manager
Entergy
5755 Choctaw Dr
Baton Rouge, LA 70805
225-754-6168
mgivens@entergy.com

GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651

CONSTRUCTION PLANS
NOVEMBER 17, 2017

MED003-GOODRICH-TO-MAGNOLIA_001.DWG

MAP SHEET



GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651

CONSTRUCTION PLANS
NOVEMBER 17, 2017

MED003-GOODRICH-TO-MAGNOLIA_002.DWG

ENGINEERING CONTRACTOR:
GXT

CONTACT SHEET - DRAWING INDEX

ENTERGY CONTACTS

VP OPERATIONS AND ENGINEERING
BLAINE MORFAU
203 SPECIALTY LANE
SCOTT, LA 70583
OFFICE: (337) 573-0200 ; (844) 363-3426
CELL: (337) 298-1107
E-MAIL: bmoreau@medialinktelecom.com

PROJECT MANAGER:
–
–
–
OFFICE: (XXX) XXX-XXXX
CELL: (XXX) XXX-XXXX
E-MAIL: e-mail@email.com

BUILDING CONTACTS

BUILDING CONTACT(S):
XXXXX (XXX) XXX-XXXX

BUILDING ENGINEER(S):
XXXXX (XXX) XXX-XXXX

ENGINEER CONTACTS

ENGINEERING FIRM:
GXT, LTD
1130 E. ARAPAHO RD., SUITE 625
RICHARDSON, TX 75081
PRESIDENT/CEO:
MICHELLE LENKER
OFFICE: (469) 385-5163
FAX: (469) 385-5164
E-MAIL: mlenker@gxtltd.com

ENGINEERING CONTACT:
DIRECTOR OF ENGINEERING:
KEN BAILEY
CELL: (214) 551-5954
E-MAIL: kbailey@gxtltd.com

OSP COORDINATOR:
GARY CRUZ
CELL: (832) 465-8810
E-MAIL: gcruz101@sbcglobal.net

CONSTRUCTION CONTACTS

CONSTRUCTION FIRM:
TO BE DETERMINED (XXX) XXX-XXXX

CONSTRUCTION CONTACT:
TO BE DETERMINED (XXX) XXX-XXXX

SPLICING FIRM:
TO BE DETERMINED (XXX) XXX-XXXX

* CONTACT 48 HOURS PRIOR TO CONSTRUCTION *

DRAWING INDEX

DESCRIPTION	FILE NAME
COVER SHEET	MED003-GOODRICH-TO-MAGNOLIA_001.DWG
MAP SHEET	MED003-GOODRICH-TO-MAGNOLIA_002.DWG
CONTACT/DRAWING INDEX (THIS SHEET)	MED003-GOODRICH-TO-MAGNOLIA_003.DWG
GENERAL NOTES	MED003-GOODRICH-TO-MAGNOLIA_004.DWG
LEGEND & SYMBOLS	MED003-GOODRICH-TO-MAGNOLIA_005.DWG
DETAIL SHEETS	MED003-GOODRICH-TO-MAGNOLIA_006-009.DWG
MATERIAL RAKE-OFF SHEET	MED003-GOODRICH-TO-MAGNOLIA_010.DWG
INDEX SHEET	MED003-GOODRICH-TO-MAGNOLIA_011.DWG
OSP/ISP DESIGN SHEETS	MED003-GOODRICH-TO-MAGNOLIA_001-011.DWG

PERMITTING AGENCIES

TAYLOR SHELTON, P.E.
PUBLIC WORKS DIRECTOR
CITY OF PORT NECHES
P.O. BOX 758 OR 1005 MERRIMAN
PORT NECHES, TEXAS 77651
OFFICE: (409) 719-4204
FAX: (409) 727-8677
EMAIL: tshelton@ci.port-neches.tx.us
WEB: www.ci.port-neches.tx.us

JEFFERSON COUNTY, TX
ERNEST CLEMENT JR.
OFFICE: (409) 835-8584
CELL: (409) 782-8163
EMAIL: eclement@co.jefferson.tx.us

ENGINEERING CONTRACTOR
GXT
1130 East Arapaho Road, Suite 625
Richardson, TX 75081
Phone: 469.385.5163
Fax: 469.385.5164
T.B.P.E. Registration Number: F-9109

REV	DESCRIPTION	BY	APVD	DATE
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Entergy.

CONSTRUCTION PLANS
NOVEMBER 17, 2017

INFORMATION ON THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE USED, COPIED, REPRODUCED OR DISCLOSED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF OWNER

PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651
PROJECT CODE: MED003

TITLE: CONTACT AND INDEX SHEET

DRAWN GXT/MK
APPV –
SHEETS 003 OF 011
DWG NO: MED003-GOODRICH-TO-MAGNOLIA 003.DWG
REV –
APPROVED ORIGINAL ISSUE 11/17/17

GENERAL NOTES

APPLICABLE CODES

AMERICAN ASSOCIATION OR STATE HIGHWAY AND TRANSPORTATION OFFICIALS – LATEST EDITION

OCCUPATIONAL SAFTY AND HEALTH STANDARDS – LATEST EDITION

MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

CABLE VAULT INSTALLATION NOTES:

1. FOR LOCATION AND ORIENTATION OF CABLE VAULTS, SEE NETWORK ROUTE PLAN.
2. ALL OPENINGS, PENETRATIONS AND JOINTS IN CABLE VAULTS SEALED WITH A NON-SHRINK GROUT TO FORM A WATERTIGHT CABLE VAULT.
3. CABLE VAULTS INSTALLED ON A BASE CONSISTING OF CLEAN GRAVEL OR CRUSHED STONE. THE MINIMUM THICKNESS OF THE BASE SHALL BE TWELVE INCHES (12").
4. FINISHED SURFACE REPAIRED TO A CONDITION EQUAL TO OR GREATER THAN ORIGINAL CONDITIONS
5. BOTTOM OF EXCAVATION COMPACTED AND LEVELED PRIOR TO CABLE VAULT INSTALLATION.
6. PLACE THE VAULT SO THAT THE COVER IS AT THE DESIRED GRADE ELEVATION

PROJECT INFORMATION

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ENTERGY GENERAL NOTES:

1. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES, AND SEQUENCES FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
2. THE CONTRACTOR SHALL VISIT THE JOB SITE TO REVIEW THE SCOPE OF WORK AND EXISTING JOB SITE CONDITIONS.
3. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO SUBMITTING A BID. ANY DISCREPANCIES, CONFLICTS, OR OMISSIONS, SHALL BE REPORTED TO PROJECT MANAGER BEFORE PROCEEDING WITH THE WORK.
4. THE CONTRACTOR SHALL PROTECT ALL AREAS FROM DAMAGE WHICH MAY OCCUR DURING CONSTRUCTION. ANY DAMAGE BY CONTRACTOR TO NEW AND EXISTING CONSTRUCTION, STRUCTURE, LANDSCAPING, OR EQUIPMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED TO THE SATISFACTION OF THE ROW OWNER AND PROJECT MANAGER AT THE EXPENSE OF THE CONTRACTOR.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR, AND SHALL REPLACE OR REMEDY, ANY FAULTY, IMPROPER, OR INFERIOR MATERIALS OR WORKMANSHIP OR ANY DAMAGE WHICH SHALL APPEAR WITHIN ONE YEAR AFTER THE COMPLETION AND ACCEPTANCE OF THE WORK UNDER THIS CONTRACT.
6. THE CONTRACTOR SHALL REMOVE ALL RUBBISH AND WASTE MATERIALS ON A REGULAR BASIS, AND SHALL EXERCISE STRICT CONTROL OVER JOB CLEANING THROUGHOUT CONSTRUCTION UP TO COMPLETION OF WORK.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES ADJACENT TO OR CROSSING THE NETWORK ROUTE, WHETHER SHOWN HEREIN OR NOT, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSES FOR REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED BY CONTRACTOR IN CONJUNCTION WITH THE EXECUTION OF WORK.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE SITE WHILE THE JOB IS IN PROGRESS AND UNTIL THE JOB IS COMPLETED.
9. THE CONTRACTOR SHALL PROVIDE TEMPORARY WATER, POWER, AND TOILET FACILITIES AS REQUIRED BY THE CITY OR GOVERNING AGENCY.
10. THE CONTRACTOR SHALL NOTIFY PROJECT MANAGER IF DETAILS ARE CONSIDERED UNSUITABLE, UNSAFE, NOT WATERPROOF, OR NOT WITHIN CUSTOMARY TRADE PRACTICE. IF WORK IS PERFORMED, IT WILL BE ASSUMED THAT THERE IS NO OBJECTION TO THE DETAIL. DETAILS ARE INTENDED TO SHOW THE END RESULT OF THE DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB CONDITIONS, AND SHALL BE INCLUDED AS PART OF THE WORK.
11. ALL SYMBOLS AND ABBREVIATIONS USED ON THE DRAWINGS ARE CONSIDERED CONSTRUCTION STANDARDS. IF THE CONTRACTOR HAS QUESTIONS REGARDING THEIR EXACT MEANING, TECH GROUP SHALL BE NOTIFIED FOR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
12. ALL GRADES SHOWN AS PROPOSED FINISHED GRADES INCLUDE SURFACE TREATMENTS SUCH AS TOPSOIL OR PAVEMENT. MAKE ALLOWANCES DURING EARTHWORK OPERATIONS FOR THESE SURFACE TREATMENTS.
13. ALL WORK SHOWN ON THE OSP DRAWINGS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE REQUIREMENTS OF SPECIFICATION 02000 – FOC OSP – CONDUIT SYSTEMS.

CITY GENERAL NOTES:

-

GENERAL COMMENTS

-

ENGINEERING CONTRACTOR:
GXT

REV	DESCRIPTION	BY	APVD	DATE
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Entergy.

CONSTRUCTION PLANS
NOVEMBER 17, 2017

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PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651

PROJECT CODE: WE0003

TITLE: GENERAL NOTES

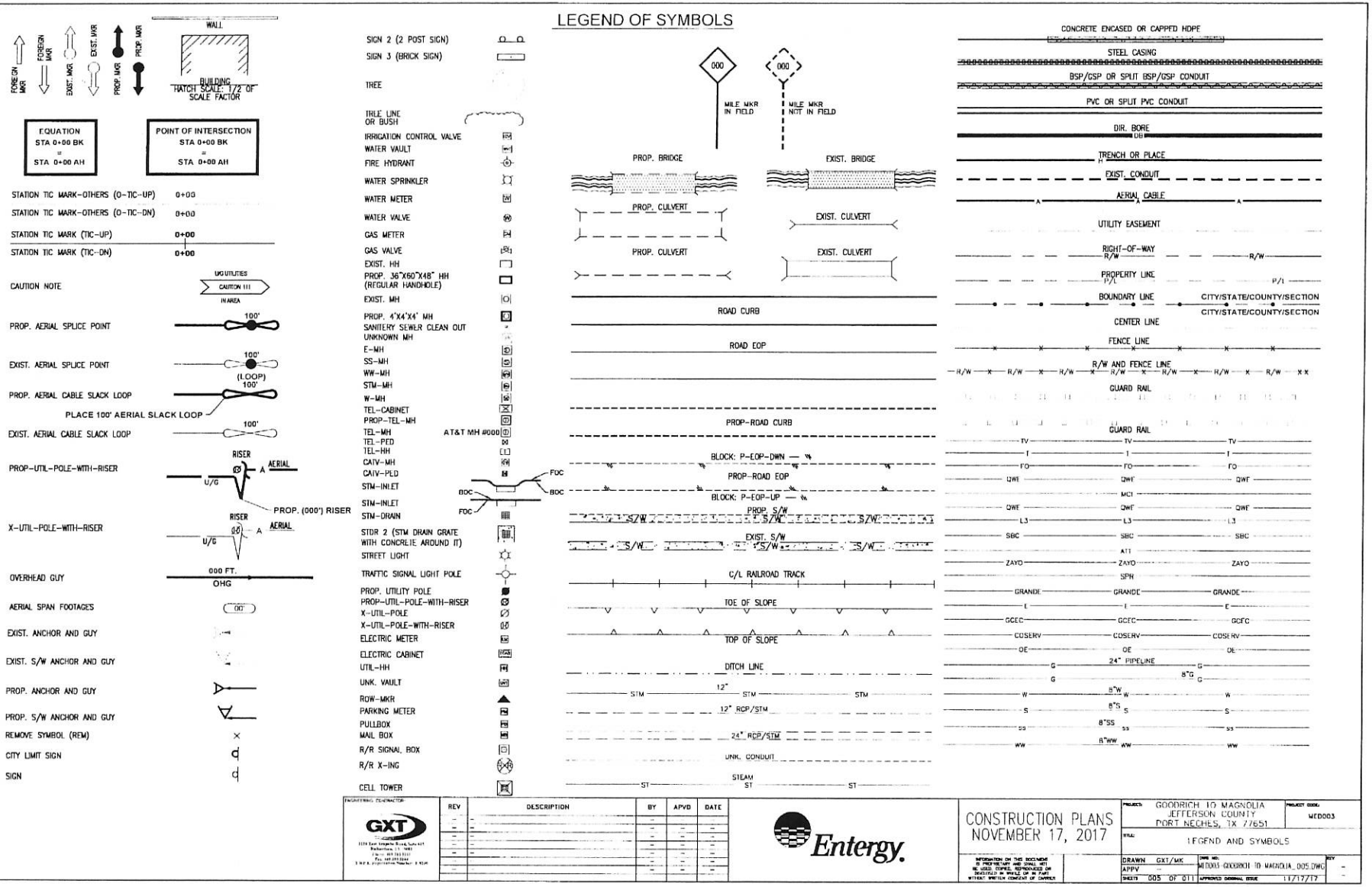
DRAWN GXT/MK
APPV -
SHEETS 004 OF 011

DWG NO: WE0003 GOODRICH TO MAGNOLIA 004.DWG

REV: -

APPROVED ORIGINAL ISSUE 11/17/17

LEGEND OF SYMBOLS



REV	DESCRIPTION	BY	APVD	DATE
-	-	-	-	-

ENGINEERING CONTRACTOR: GXT

Entergy.

CONSTRUCTION PLANS
NOVEMBER 17, 2017

PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651

PROJECT CODE: WED003

TITLE: LEGEND AND SYMBOLS

DRAWN GXT/MK
APPV -
SHEETS 005 OF 011

DWG NO.: WED003-GOODRICH TO MAGNOLIA_005.DWG

APPROVED ORIGINAL ISSUE 11/17/17

REV -

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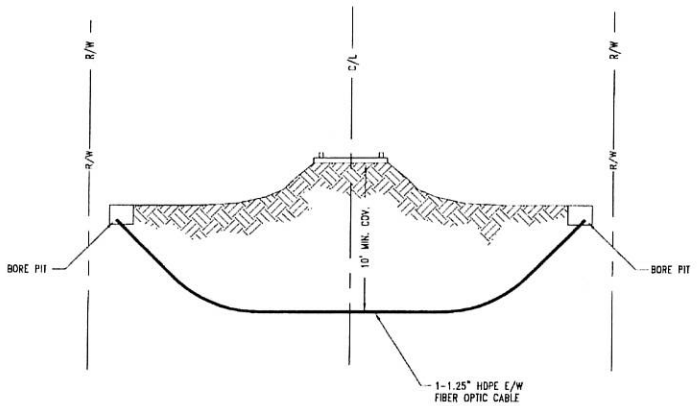
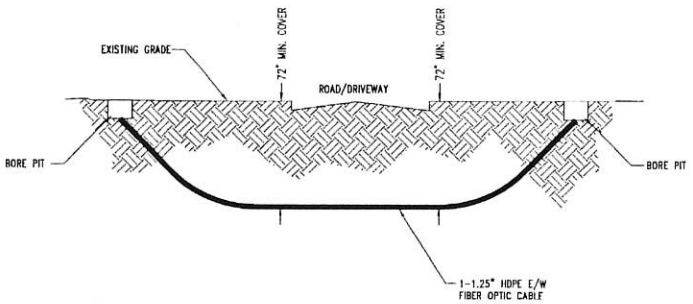
TYPICAL BORE DETAILS

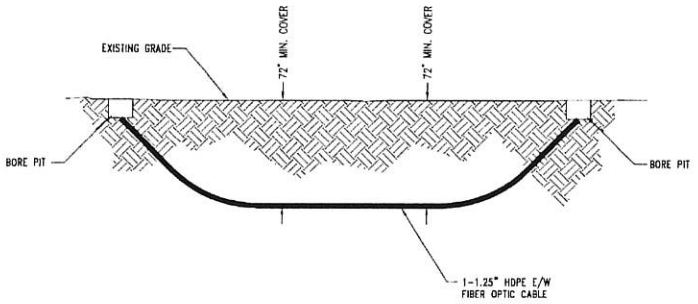
TYPICAL DIRECTIONAL BORE
1-1.25" HDPE E/W FIBER OPTIC CABLE
WITHIN RAILROAD RIGHT-OF-WAY



TYPICAL DIRECTIONAL BORE
(CROSSING ROAD/DRIVEWAY)
1-1.25" HDPE E/W FIBER OPTIC CABLE



TYPICAL DIRECTIONAL BORE
1-1.25" HDPE E/W FIBER OPTIC CABLE



REV	DESCRIPTION	BY	APVD	DATE
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GXT

Entergy.

CONSTRUCTION PLANS
NOVEMBER 17, 2017

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PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651

PROJECT CODE: MED003

TITLE: TYPICAL BORE DETAILS

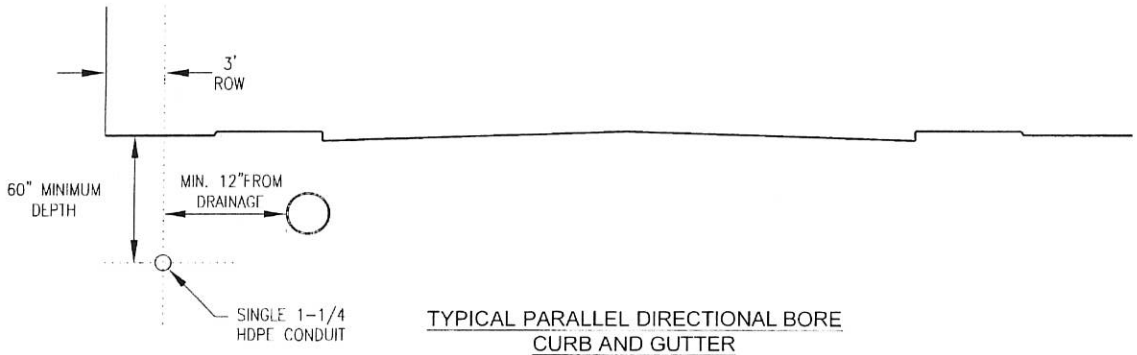
DRAWN GXT/MK
APPV -
SHEETS 005 OF 011

DWG NO. MED003-GOODRICH-TO-MAGNOLIA_005.DWG

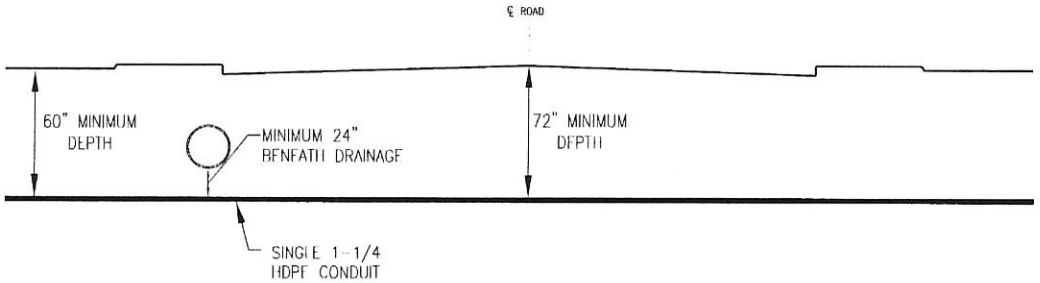
REV -

APPROVED ORIGINAL ISSUE 11/17/17

TYPICAL DIRECTIONAL BORE DETAILS



TYPICAL PARALLEL DIRECTIONAL BORE
CURB AND GUTTER



TYPICAL CROSSING DIRECTIONAL BORE
CURB AND GUTTER

REV	DESCRIPTION	BY	APVD	DATE
-	-	-	-	-

GXT

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CONSTRUCTION PLANS
NOVEMBER 17, 2017

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PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651

PROJECT CODE: MED003

TITLE: TYPICAL BORE DETAILS

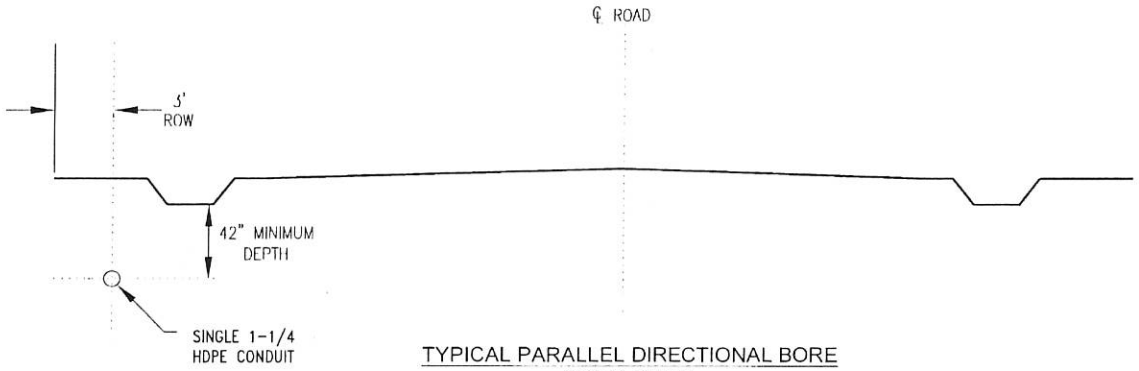
DRAWN GXT/MK
APPV
SHEET 007 OF 011

DWG NO. MED003 GOODRICH TO MAGNOLIA_007.DWG

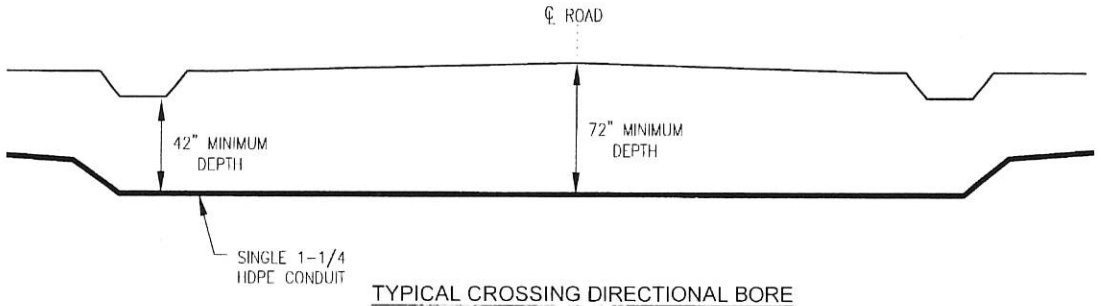
REV -

APPROVED ORIGINAL ISSUE 11/17/17

TYPICAL BORE DETAILS



TYPICAL PARALLEL DIRECTIONAL BORE
OPEN DITCH



TYPICAL CROSSING DIRECTIONAL BORE
OPEN DITCH

REV	DESCRIPTION	BY	APVD	DATE
-	-	-	-	-

GXT

Entergy.

CONSTRUCTION PLANS
NOVEMBER 17, 2017

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PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651

PROJECT #: MED003

TITLE: TYPICAL BORE DETAILS

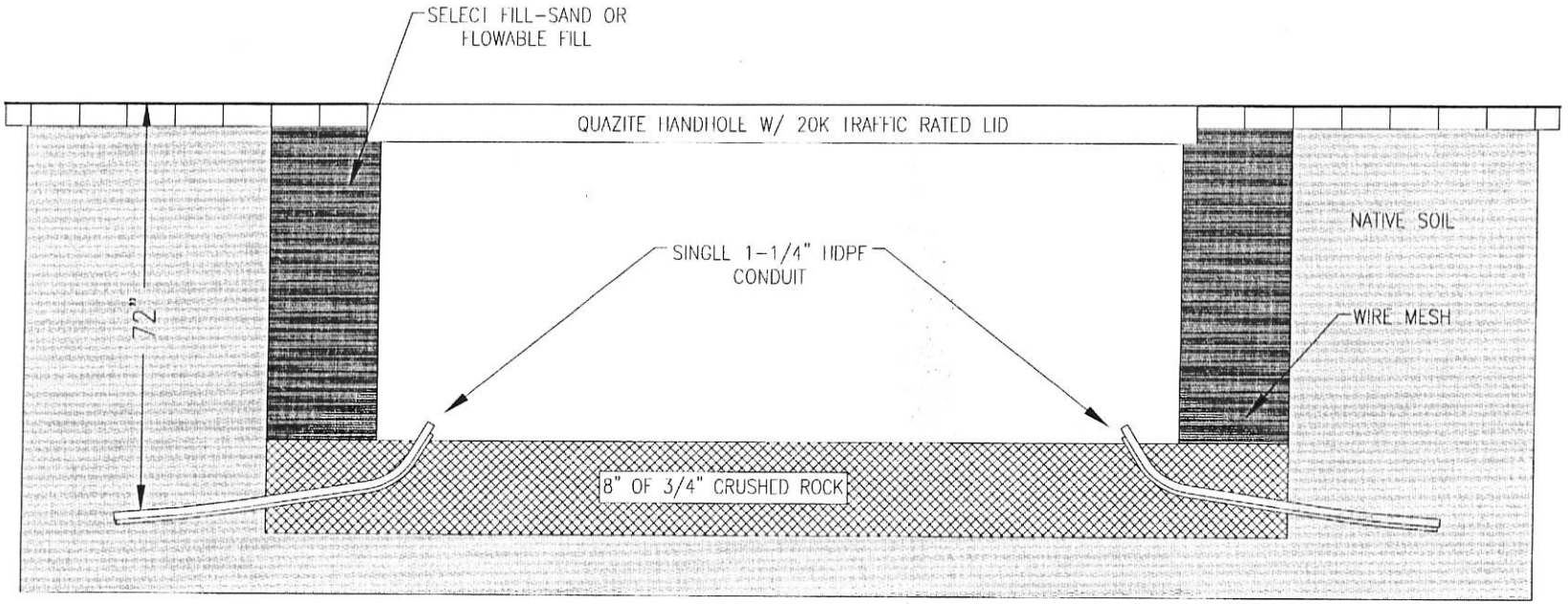
DRAWN: GXT/MK
APPV:
SHEETS: 008 OF 011

DWG NO.: MED003-GOODRICH-TO-MAGNOLIA 008.DWG

REV: -

APPROVED ORIGINAL ISSUE: 11/17/17

TYPICAL BORE DETAILS



1. PLACE 8" OF 3/4" CRUSHED ROCK OR 3/8" PEA GRAVEL IN THE BOTTOM OF THE EXCAVATION.
2. WIRE MESH (2 SQUARES /IN) SHALL BE PLACED OVER THE ROCK.
3. HANDHOLE WILL BE SET TO MATCH EXISTING SIDEWALK/TURF GRADE AND PARALLEL WITH THE CURB, STREET.
4. SELECT FILL TO BE CLEAN SAND AS REQUIRED BY TXDoT SPECIFICATIONS.
5. FILL SHOULD BE COMPACTED IN 6" LIFTS AS PER SPECIFICATIONS.

ENGINEERING CONTRACTOR: GXT

REV	DESCRIPTION	BY	APVD	DATE
-	-	-	-	-

Entergy.

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NOVEMBER 17, 2017

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PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651

PROJECT CODE: MED003

TITLE: TYPICAL BORE DETAILS

DRAWN GXT/MK
APPV -
SHEETS 009 OF 011

DWG NO. MED003 GOODRICH TO MAGNOLIA_009.DWG

REV -

APPROVED ORIGINAL ISSUE 11/17/17

MATERIAL RAKE-OFF SHEET

OUTSIDE PLANT

DESCRIPTION	QUANTITY	UNITS	NOTES\COMMENTS
48ct FIBER OPTIC CABLE (AERIAL)	–	L.F.	
48ct FIBER OPTIC CABLE (RISER)	–	L.F.	
48ct FIBER OPTIC CABLE (U/G)	5166	L.F.	
6M STRAND	–	L.F.	
OVERHEAD GUY	–	L.F.	
1-4" GALVANIZE U-GUARD E/W 1-1.25" HDPE	–	L.F.	
DOWN GUY & ANCHOR	–	EACH	
AERIAL SLACK LOOP	–	L.F.	
TRENCH 1-1.25" HDPE	–	L.F.	
DIRECTIONAL BORE 1-1.25" HDPE	5166	L.F.	
DIR. BORE 1-4" HDPE CASING	–	L.F.	
1.25" HDPE	5166	L.F.	
10GA TRACER WIRE	–	L.F.	
24"X36"X18" HH	7	EACH	
36"X60"X48" MANHOLE	–	EACH	
PULL CABLE THRU EXISTING CONDUIT	1107	L.F.	
4" CORE BORE	–	EACH	
SLACK COIL IN HANDHOLE/MANHOLE	700	L.F.	
REMOVE & RESTORE CONCRETE SIDEWALK	–	S.F.	
REMOVE & RESTORE CONCRETE PAVEMENT	–	S.F.	
REMOVE & RESTORE ASPHALT PAVEMENT	–	S.F.	
48ct FIBER OPTIC CABLE (TOTAL)	6973	L.F.	

INSIDE PLANT

DESCRIPTION	QUANTITY	UNITS	NOTES\COMMENTS
PULL THRU	–	L.F.	
2" PLENUM RATED INNERDUCT	–	L.F.	
1.25" E.M.T.	–	L.F.	
PULL BOX(ES)	–	EACH	
48 FIBER CABLE	200	L.F.	

ENGINEERING CONTRACTOR
GXT

REV	DESCRIPTION	BY	APVD	DATE
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–	–	–	–	–
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Entergy.

CONSTRUCTION PLANS
NOVEMBER 17, 2017

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PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651

PROJECT CODE: MED003

TITLE: MATERIAL RAKE-OFF SHEET

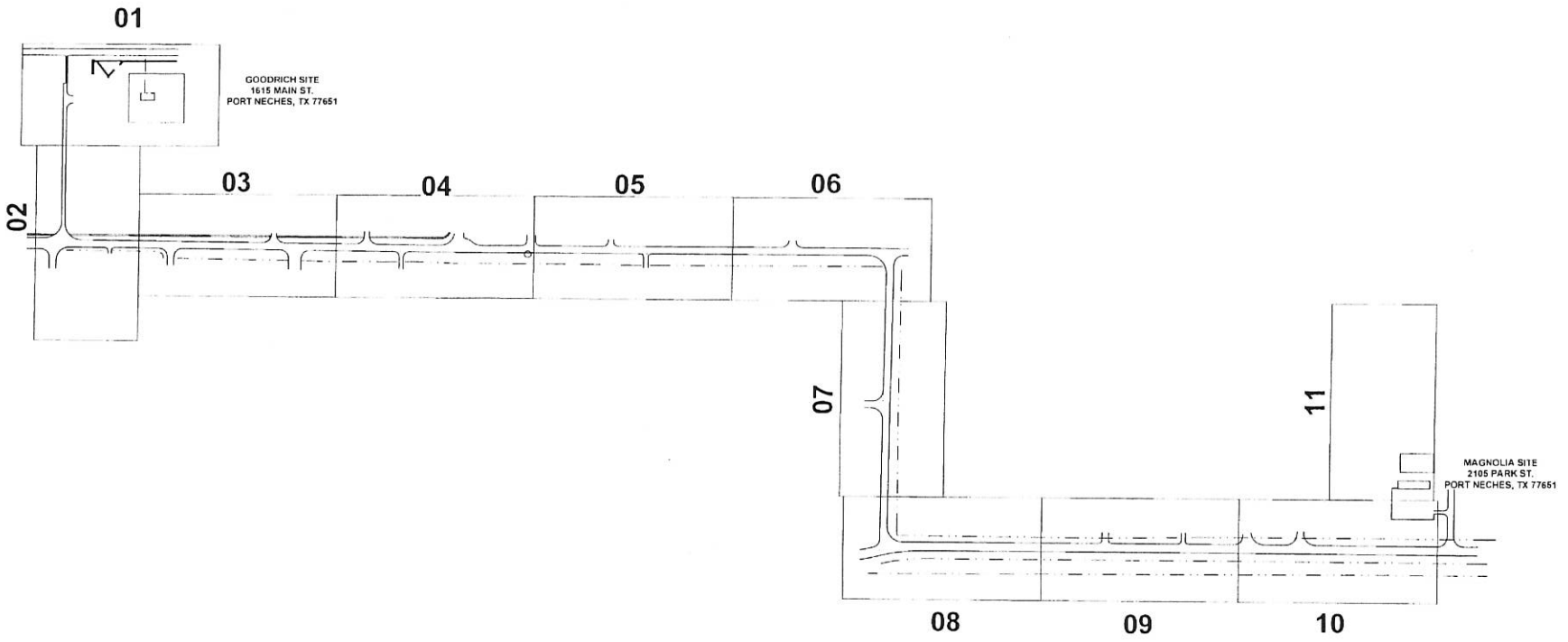
DRAWN GXT/MK
APPV
SHEETS 010 OF 011

DWG NO: MED003-GOODRICH-TO-MAGNOLIA 010.DWG

REV –

APPROVED ORIGINAL ISSUE 11/17/17

INDEX SHEET



EXISTING CUSTOMER CONDUIT
EXISTING FIBER OPTIC CABLE TO BE REMOVED
EXISTING CONDUIT AND FIBER OPTIC CABLE
EXIST. FIBER OPTIC CABLE
PROP. FIBER OPTIC CABLE THRU NEW CONDUIT
PROP. AERIAL FIBER OPTIC CABLE
EXISTING MANHOLE
EXISTING HH/MH TO BE ABANDONED
PROPOSED HH
EXISTING HH
PROPOSED MH
SPLICE POINT IN HH/MH
EXISTING OTHER MH
RISER POLE
UTILITY POLE
SLACK LOOP

GXT

Entergy.

GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651

CONSTRUCTION PLANS
NOVEMBER 17, 2017

MED003-GOODRICH-TO-MAGNOLIA_011.DWG

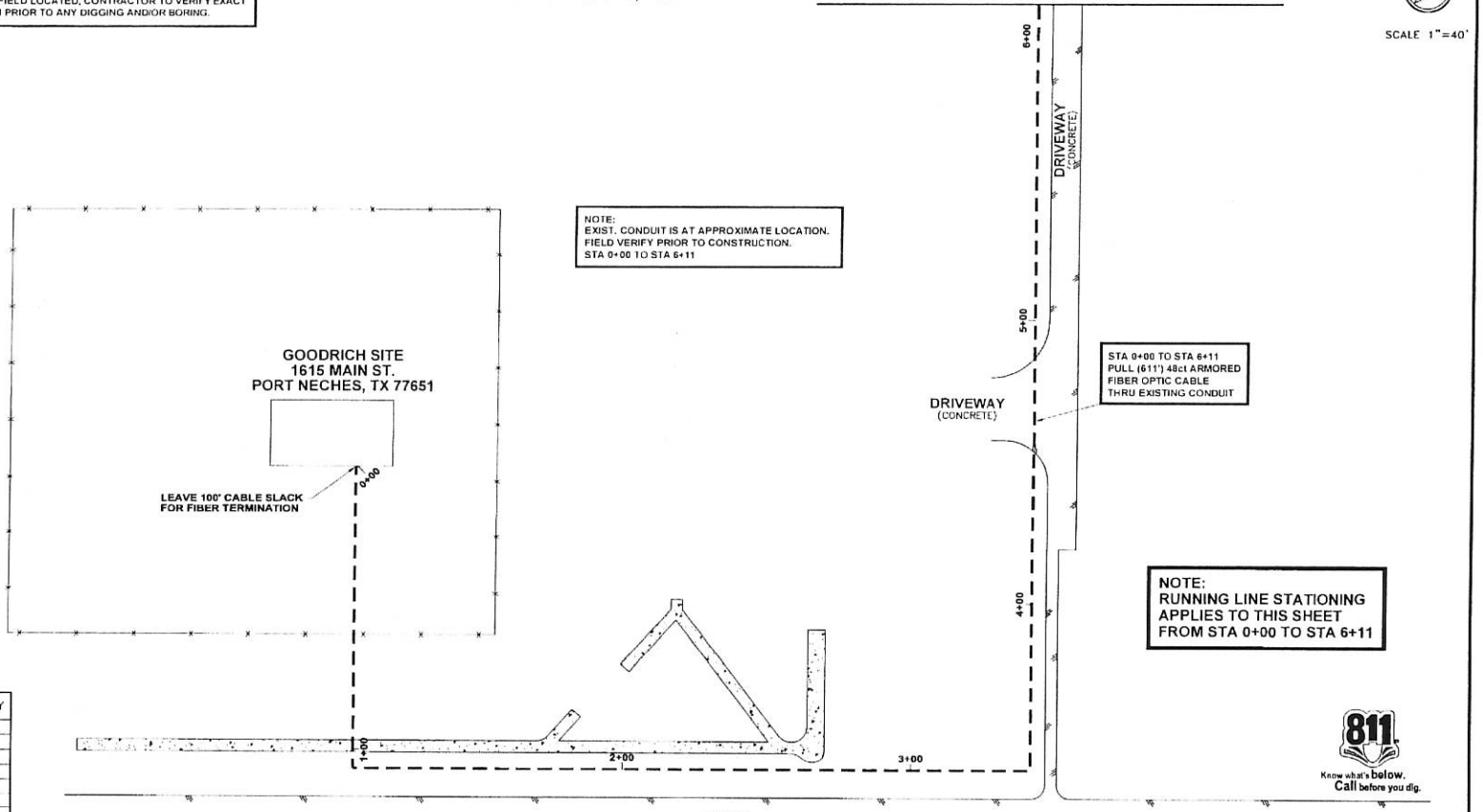
CAUTION !!!!
CONTRACTOR TO LOCATE & VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION

CAUTION!!!
EXIST. BURIED FIBER, TELEPHONE, CATV, GAS, ELECTRIC, WATER, SANITARY SEWER & STORM SEWER FACILITIES IN CONSTRUCTION AREA AND HAVE NOT BEEN FIELD LOCATED, CONTRACTOR TO VERIFY EXACT LOCATION AND DEPTH PRIOR TO ANY DIGGING AND/OR BORING.

JEFFERSON COUNTY
PORT NECHES, TX

MATCHLINE STA 6+11 - SEE SHEET 002

SCALE 1"=40'



811 Know what's below. Call before you dig.

DESCRIPTION	UNIT	QUANTITY
48ct FIBER OPTIC CABLE (AERIAL)	FT	
48ct FIBER OPTIC CABLE (RISER)	FT	
48ct FIBER OPTIC CABLE NEW (U/G)	FT	-
6M STRAND	FT	-
1.4" GALV. U GUARD E/W 2" 1.25" HDPE	FT	-
DOWN GUY & ANCHOR	EA	-
OVERHEAD GUY	FT	-
AERIAL SLACK LOOP	FT	-
TRENCH 1 1.25" HDPE	FT	-
DIR. BORE 1-1.25" HDPE	LF	-
DIR. BORE 1-4" HDPE CASING	LF	-
1.25" HDPE	FT	-
10GA TRACER WIRE	FT	-
24"X36"X18" HH	EA	-
4'X5'X4' MH	EA	-
PULL CABLE THRU EXIST. AT&T CONDUIT	FT	-
PULL CABLE THRU EXIST. CONDUIT	FT	611
1.4" CORE BORE	EA	-
SLACK COIL (PUP)	FT	100
REMOVE & RESTORE CONCRETE S/W	SF	
REMOVE & RESTORE CONCRETE PAVEMENT	SF	
REMOVE & RESTORE ASPHALT PAVEMENT	SF	
48ct FIBER OPTIC CABLE (TOTAL)	FT	711

CALL BEFORE YOU DIG
1-800-245-4545
48 HRS NOTICE REQUIRED

NOTE:
UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTOR RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

ENGINEERING CONTRACTOR
GXT

REV	DESCRIPTION	BY	APVD	DATE
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
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Entergy.

CONSTRUCTION PLANS
NOVEMBER 17, 2017

INFORMATION ON THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE USED, COPIED, REPRODUCED OR DISCLOSED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF CAMPUS

PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651
PROJECT CODE: WED003
TITLE: FIBER OPTIC CABLE BUILD PLAN

DRAWN GXT/MK
APPV
DWG NO: METRO1 GOODRICH-TO-MAGNOLIA P-001.DWG
REV -
SHEETS 001 OF 011
APPROVED ORIGINAL ISSUE 11/17/17

DESCRIPTION	UNIT	QUANTITY
48ct FIBER OPTIC CABLE (AERIAL)	FT	-
48ct FIBER OPTIC CABLE (RISER)	FT	-
48ct FIBER OPTIC CABLE NEW (U/G)	FT	249
6M STRAND	FT	-
1-4" GALV. U GUARD E/W 2-1.25" HDPE	FT	-
DOWN GUY & ANCHOR	EA	-
OVERHEAD GUY	FT	-
AERIAL SLACK LOOP	FT	-
TRENCH 1-1.25" HDPE	LF	-
DIR. BORE 1-1.25" HDPE	LF	249
DIR. BORE 1-4" HDPE CASING	LF	-
1.25" HDPE	FT	249
10GA TRACER WIRE	FT	-
24"X36"X18" HH	EA	1
3'X5'X4' MH	EA	-
PULL CABLE THRU EXIST. AT&T CONDUIT	FT	-
PULL CABLE THRU EXIST. CONDUIT	FT	282
1.4" CORE BORE	EA	-
SLACK COIL IN HH/MH	FT	100
REMOVE & RESTORE CONCRETE S/W	SF	-
REMOVE & RESTORE CONCRETE PAVEMENT	SF	-
REMOVE & RESTORE ASPHALT PAVEMENT	SF	-
48ct FIBER OPTIC CABLE (TOTAL)	FT	641

JEFFERSON COUNTY

PORT NECHES, TX

MATCHLINE STA 3+74 - SEE SHEET 003

CAUTION !!!
CONTRACTOR TO LOCATE & VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION

CAUTION!!!
EXIST. BURIED FIBER, TELEPHONE, CATV, GAS, ELECTRIC, WATER, SANITARY SEWER & STORM SEWER FACILITIES IN CONSTRUCTION AREA AND HAVE NOT BEEN FIELD LOCATED, CONTRACTOR TO VERIFY EXACT LOCATION AND DEPTH PRIOR TO ANY DIGGING AND/OR BORING.

N
SCALE 1"=40'

SEE PROFILE ON SHEET 02A

U/G UTILITIES CAUTION !!! IN AREA

STA 1+76 TO STA 3+74
DIR. BORE (198') 1-1.25" HDPE
E/W 48ct ARMORED
FIBER OPTIC CABLE

NOTE:
EXIST. CONDUIT IS AT APPROXIMATE LOCATION.
FIELD VERIFY PRIOR TO CONSTRUCTION.
STA 0+00 TO STA 6+11

STA 1+76E TO STA 1+76W
DIR. BORE (51') 1-1.25" HDPE
E/W 48ct ARMORED
FIBER OPTIC CABLE

STA 6+11 TO STA 9+03
PULL (292') 48ct ARMORED
FIBER OPTIC CABLE
THRU EXISTING CONDUIT

STA 9+03 = 1+76 E
PLACE ENTERGY(24"X36"X18") HH
PLACE 100' SLACK COIL
PLACE ENTERGY FLUSH MOUNT MARKER

STA 1+76 W
PROP. 4'X4' BORE PIT
PLACE ENTERGY FLUSH
MOUNT MARKER

U/G UTILITIES CAUTION !!! IN AREA

PROP. ENTERGY MARKER

PROP. ENTERGY MARKER

PROP. 4'X4' BORE PIT

MAIN ST. (CONCRETE)

DITCH LINE

DRIVEWAY (CONCRETE)

AVENUE E (CONCRETE)

MATCHLINE STA 6+11 - SEE SHEET 001

EQUATION
STA 9+03 BK
=
STA 1+76 AH

NOTE:
RUNNING LINE STATIONING APPLIES TO THIS SHEET FROM STA 6+11 TO STA 9+03

NOTE:
PROP. 4'X4' BORE PIT AT EACH HH LOCATION

NOTE:
CONTACT WAYNE MOORE AT 409-719-4279 FOR WATER AND SEWER LOCATES PRIOR TO CONSTRUCTION.

NOTE:
UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTOR RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

811 Know what's below. Call before you dig.

CALL BEFORE YOU DIG
1-800-245-4545
48 HOURS NOTICE REQUIRED

GXT

REV.	DESCRIPTION	BY	APVD	DATE

Entergy.

CONSTRUCTION PLANS
NOVEMBER 17, 2017

PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651
PROJECT CODE: MED003

TITLE: FIBER OPTIC CABLE BUILD PLAN

DRAWN GXT/MK
APPV -
SHEETS 002 OF 011
DWG NO. MED003-GOODRICH-TO-MAGNOLIA P-002.DWG
REV -
APPROVED ORIGINAL ISSUE 11/17/17

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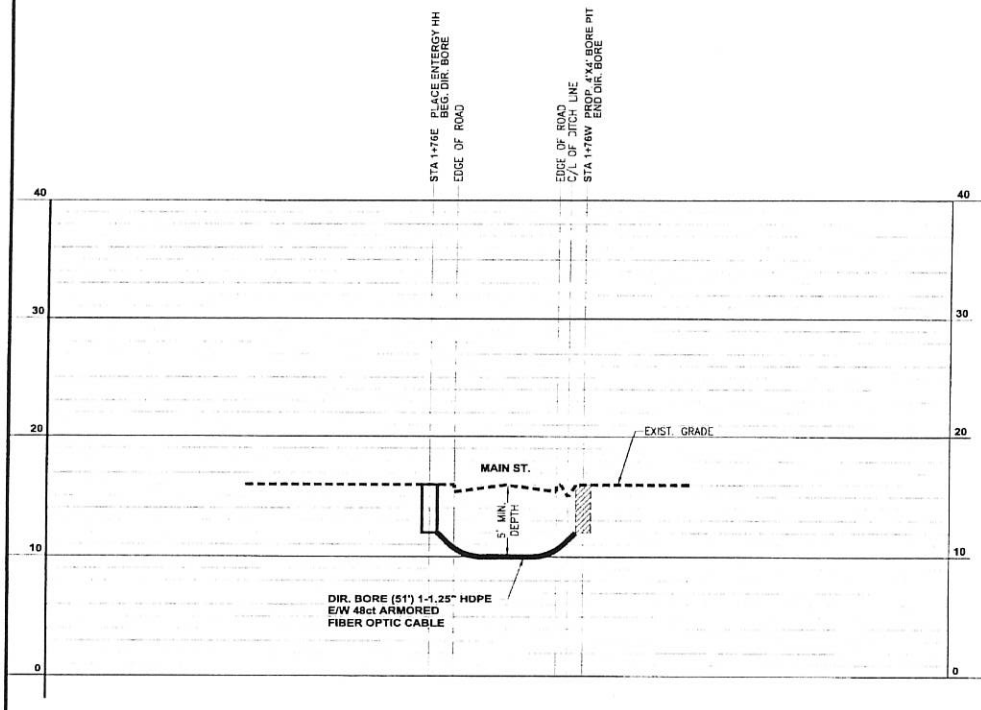
JEFFERSON COUNTY

PORT NECHES, TX

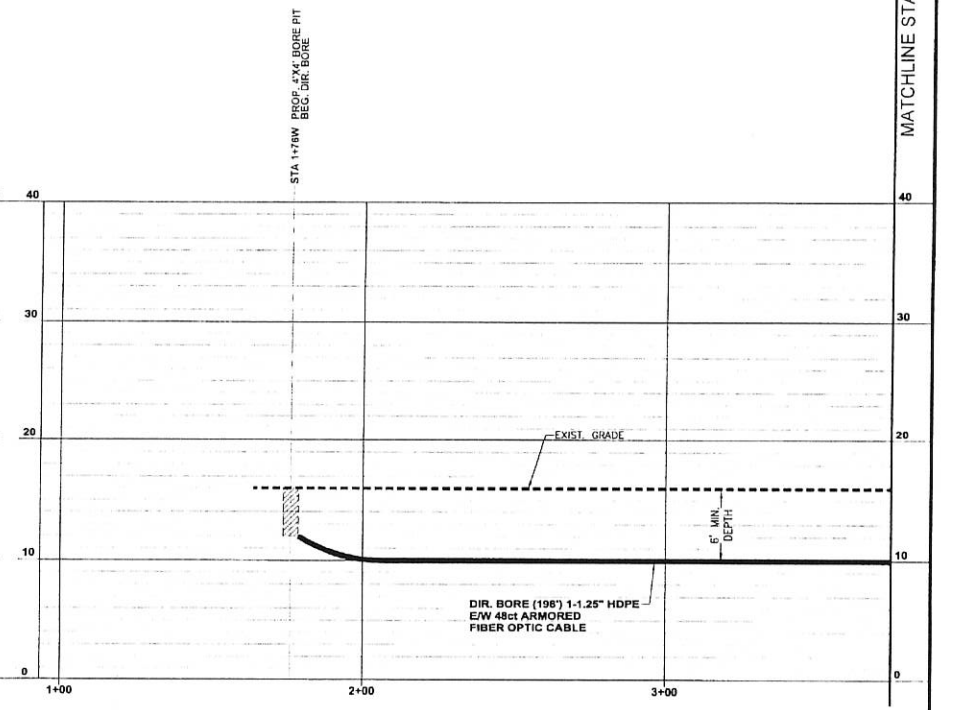
PROFILE
CROSSING MAIN ST.
LOOKING SOUTH

SCALE
HOR: 1" = 40'
VER: 1" = 10'



PROFILE
WEST SIDE OF MAIN ST.
LOOKING EAST

SCALE
HOR: 1" = 40'
VER: 1" = 10'



MATCHLINE STA 3+74 - SEE SHEET 03A

CALL BEFORE YOU DIG
1 800 245 4545
48 HOURS NOTICE REQUIRED

GXT

REV	DESCRIPTION	BY	APVD	DATE
-	-	-	-	-

Entergy.

CONSTRUCTION PLANS
NOVEMBER 17, 2017

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PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651

PROJECT CODE: MED003

TITLE: FIBER OPTIC CABLE BUILD
PROFILE

DRAWN GXT/MK
APPV
SHEETS 02A OF 011

DWG. NO: MED003 GOODRICH TO MAGNOLIA_P_02A.DWG

REV -

APPROVED ORIGINAL ISSUE 11/17/17

JEFFERSON COUNTY

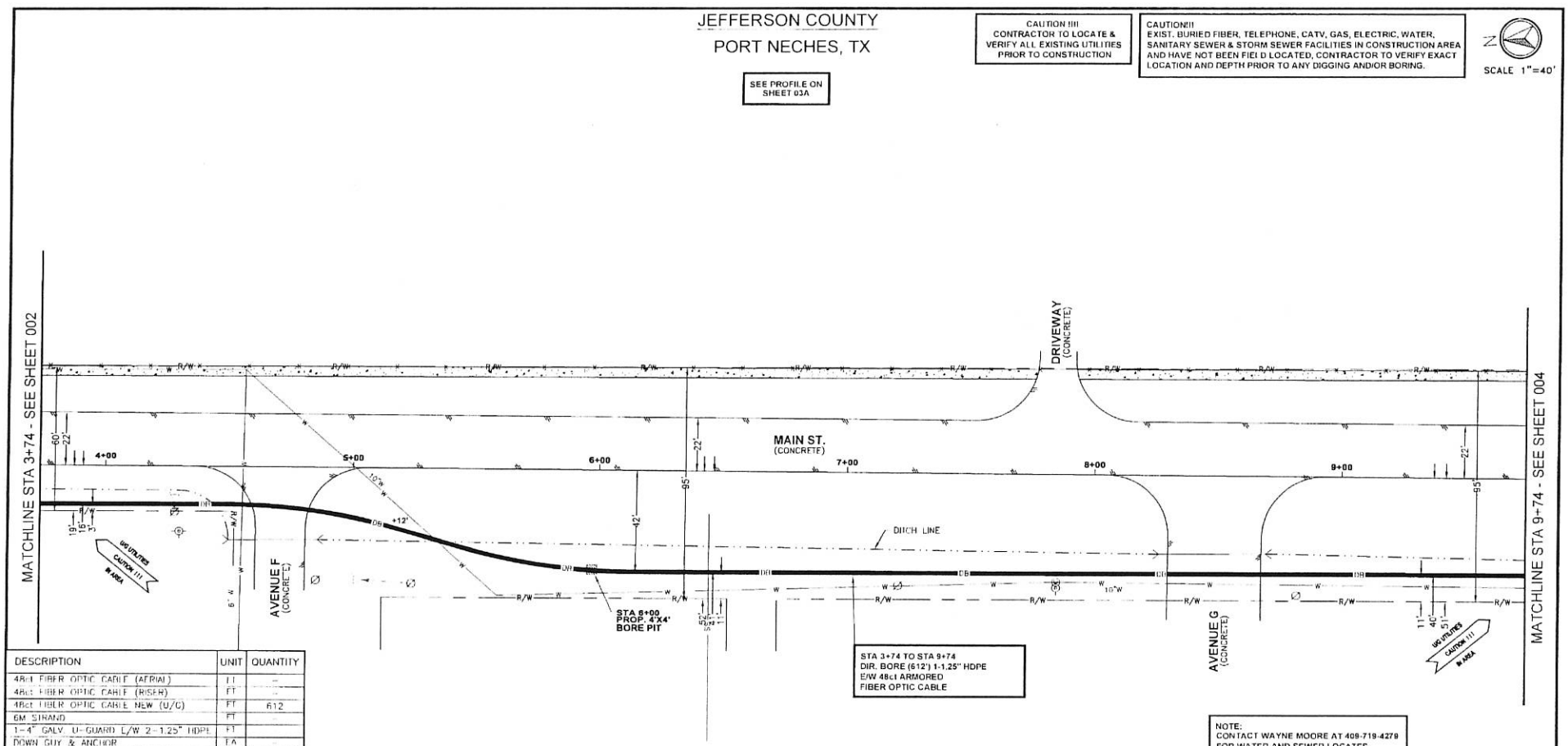
PORT NECHES, TX

SEE PROFILE ON SHEET 03A

CAUTION !!!
CONTRACTOR TO LOCATE & VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION

CAUTION!!!
EXIST. BURIED FIBER, TELEPHONE, CATV, GAS, ELECTRIC, WATER, SANITARY SEWER & STORM SEWER FACILITIES IN CONSTRUCTION AREA AND HAVE NOT BEEN FIELD LOCATED, CONTRACTOR TO VERIFY EXACT LOCATION AND DEPTH PRIOR TO ANY DIGGING AND/OR BORING.

SCALE 1"=40'



DESCRIPTION	UNIT	QUANTITY
48ct FIBER OPTIC CABLE (AERIAL)	FT	-
48ct FIBER OPTIC CABLE (RISER)	FT	-
48ct FIBER OPTIC CABLE NEW (U/G)	FT	612
6M STRAND	FT	-
1-4" GALV. U-GUARD L/W 2-1.25" HDPE	FT	-
DOWN GUY & ANCHOR	EA	-
OVERHEAD GUY	FT	-
AERIAL SLACK LOOP	FT	-
TRENCH 1-1.25" HDPE	LF	-
DIR. BORE 1-1.25" HDPE	LF	612
DIR. BORE 1-4" HDPE CASING	LF	-
1.25" HDPE	FT	612
10GA TRACER WIRE	FT	-
24"X36"X18" HH	EA	-
3'X5'X4' MH	EA	-
PULL CABLE THRU EXIST. AT&T CONDUIT	FT	-
PULL CABLE THRU EXIST. CONDUIT	FT	-
1-4" CORE BORE	EA	-
SLACK COIL IN HH/MH	FT	-
REMOVE & RESTORE CONCRETE S/W	SF	-
REMOVE & RESTORE CONCRETE PAVEMENT	SF	-
REMOVE & RESTORE ASPHALT PAVEMENT	SF	-
48ct FIBER OPTIC CABLE (TOTAL)	FT	612

NOTE:
CONTACT WAYNE MOORE AT 409-719-4279 FOR WATER AND SEWER LOCATES PRIOR TO CONSTRUCTION.

NOTE:
UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTOR RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

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CALL BEFORE YOU DIG
1 800 245 4545
48 HOURS NOTICE REQUIRED

ENGINEERING CONTRACTOR
GXT

REV	DESCRIPTION	BY	APVD	DATE
-	-	-	-	-
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CONSTRUCTION PLANS
NOVEMBER 17, 2017

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PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651
PROJECT (GXT): MED003
TITLE: FIBER OPTIC CABLE BUILD PLAN
DRAWN GXT/MK
APPV -
SHEETS 003 OF 011
DWG NO. MED003-GOODRICH-TO-MAGNOLIA P 003 DWG
REV -
APPROVED ORIGINAL ISSUE 11/17/17

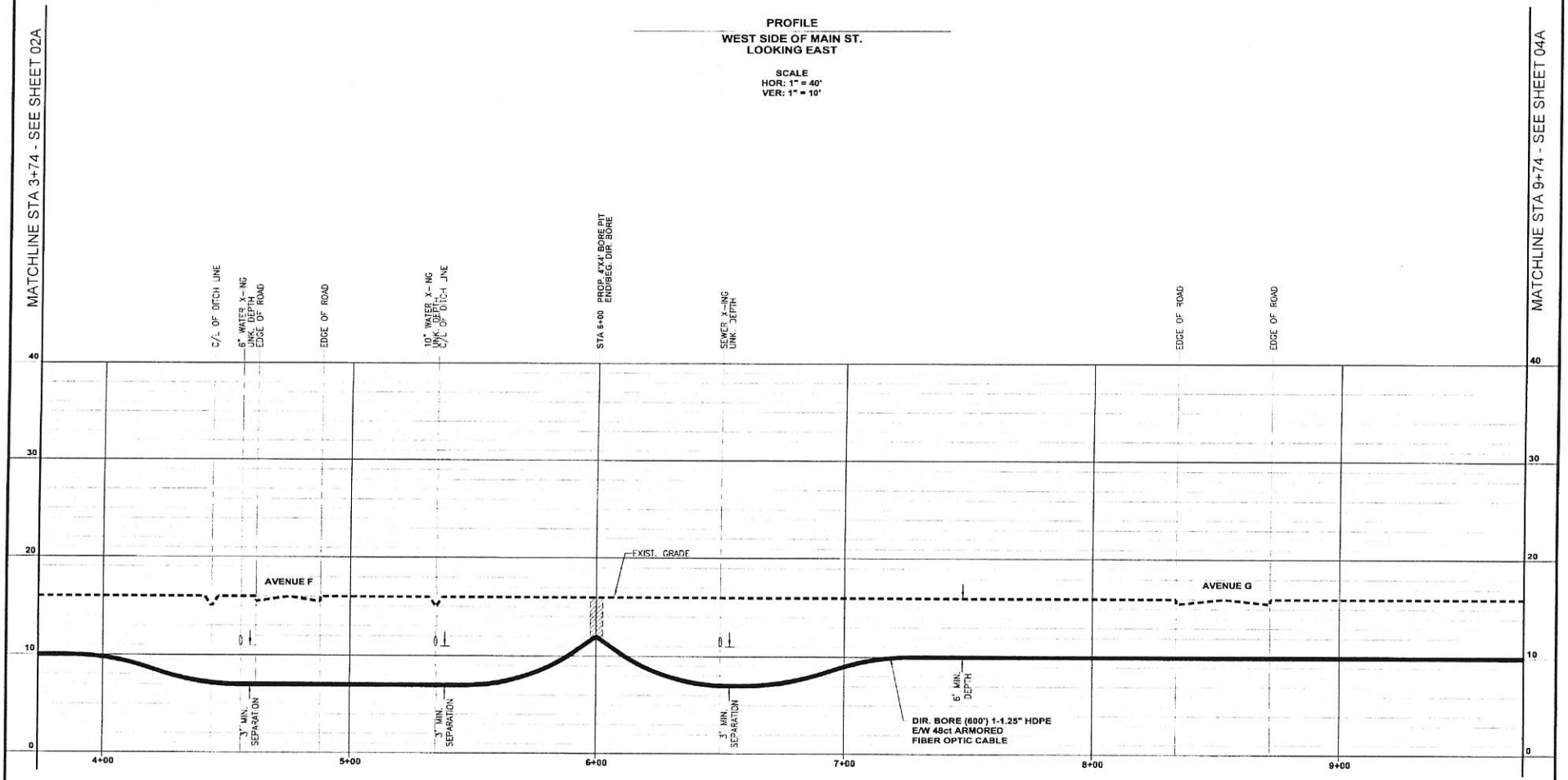
JEFFERSON COUNTY

PORT NECHES, TX

PROFILE

WEST SIDE OF MAIN ST.
LOOKING EAST

SCALE
HOR: 1" = 40'
VER: 1" = 10'



CALL BEFORE YOU DIG
1-800-245-4545
48 HOURS NOTICE REQUIRED

ENGINEERING CONTRACTOR
GXT

REV	DESCRIPTION	BY	APVD	DATE
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CONSTRUCTION PLANS
NOVEMBER 17, 2017

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PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651
PROJECT CODE: MED003
TITLE: FIBER OPTIC CABLE BUILD
PROFILE

DRAWN: GXT/MK
APPV:
SHEETS: 03A OF 011
DWG NO: MED003 GOODRICH TO MAGNOLIA P 03A.DWG
REV: -
APPROVED ORIGINAL ISSUE: 11/17/17

JEFFERSON COUNTY

PORT NECHES, TX

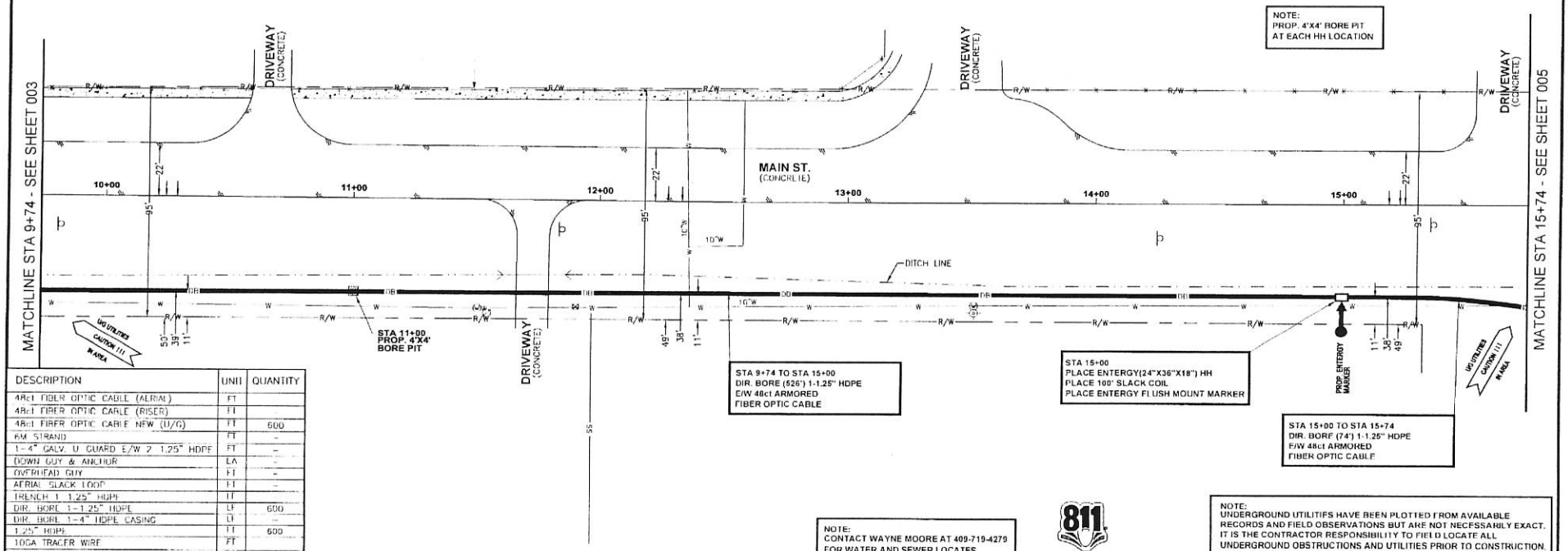
SEE PROFILE ON SHEET 04A

CAUTION !!!! CONTRACTOR TO LOCATE & VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION

CAUTION!!! EXIST. BURIED FIBER, TELEPHONE, CATV, GAS, ELECTRIC, WATER, SANITARY SEWER & STORM SEWER FACILITIES IN CONSTRUCTION AREA AND HAVE NOT BEEN FIELD LOCATED, CONTRACTOR TO VERIFY EXACT LOCATION AND DEPTH PRIOR TO ANY DIGGING AND/OR BORING.

N

SCALE 1"=40'



NOTE: PROP. 4'X4' BORE PIT AT EACH HH LOCATION

STA 9+74 TO STA 15+00
DIR. BORE (526') 1-1.25" HDPE
F/W 48ct ARMORED
FIBER OPTIC CABLE

STA 15+00
PLACE ENTERGY(24"X36"X18") HH
PLACE 100' SLACK COIL
PLACE ENTERGY FLUSH MOUNT MARKER

STA 15+00 TO STA 15+74
DIR. BORE (74') 1-1.25" HDPE
F/W 48ct ARMORED
FIBER OPTIC CABLE

DESCRIPTION	UNIT	QUANTITY
48ct FIBER OPTIC CABLE (AERIAL)	FT	
48ct FIBER OPTIC CABLE (RISER)	FT	
48ct FIBER OPTIC CABLE NEW (U/G)	FT	600
6M STRAND	FT	-
1-4" GALV. U GUARD E/W 2 1.25" HDPE	FT	-
DOWN GUY & ANCHOR	EA	-
OVERHEAD GUY	FT	-
AERIAL SLACK LOOP	FT	-
TRENCH 1 1.25" HDPE	FT	
DIR. BORE 1-1.25" HDPE	LF	600
DIR. BORE 1-4" HDPE CASING	LF	-
1.25" HDPE	FT	600
10GA TRACER WIRE	FT	
24"X36"X18" HH	EA	1
3'X5'X4' MH	EA	
PULL CABLE THRU EXIST. AT&T CONDUIT	FT	-
PULL CABLE THRU EXIST. CONDUIT	FT	-
1-4" CORE BORE	EA	-
SLACK COIL IN HH/MH	FT	100
REMOVE & RESTORE CONCRETE S/W	SF	
REMOVE & RESTORE CONCRETE PAVEMENT	SF	
REMOVE & RESTORE ASPHALT PAVEMENT	SF	-
48ct FIBER OPTIC CABLE (TOTAL)	FT	700

NOTE: CONTACT WAYNE MOORE AT 409-719-4279 FOR WATER AND SEWER LOCATES PRIOR TO CONSTRUCTION.

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CALL BEFORE YOU DIG 1-800-245-4545 48 HOURS NOTICE REQUIRED

ENGINEERING CONTRACTOR: GXT

REV	DESCRIPTION	BY	APVD	DATE
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-	-	-	-	-
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CONSTRUCTION PLANS
NOVEMBER 17, 2017

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PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, Tx 77651

PROJECT CODE: MED003

TITLE: FIBER OPTIC CABLE BUILD PLAN

DRAWN GXT/MK
APPV -
SHEETS 004 OF 011

DWG NO: MED003 GOODRICH TO MAGNOLIA_P 004.DWG

REV -

APPROVED ORIGINAL ISSUE 11/17/17

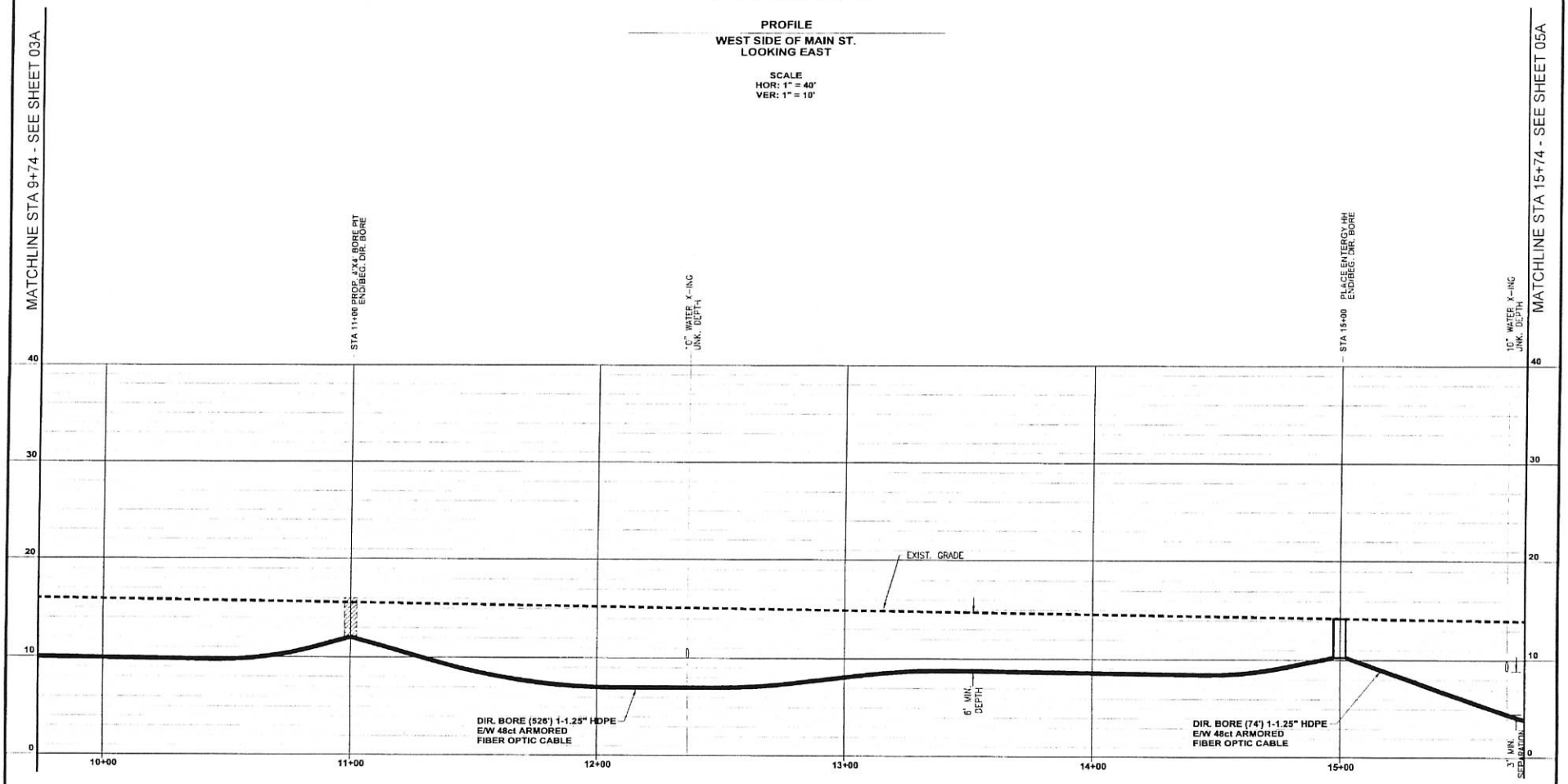
JEFFERSON COUNTY

PORT NECHES, TX

PROFILE

WEST SIDE OF MAIN ST.
LOOKING EAST

SCALE
HOR: 1" = 40'
VER: 1" = 10'



CALL BEFORE YOU DIG
1-800-245-4545
48 HOURS NOTICE REQUIRED

ENGINEERING CONTRACTOR
GXT

REV	DESCRIPTION	BY	APVD	DATE
-	-	-	-	-

Entergy.

CONSTRUCTION PLANS
NOVEMBER 17, 2017

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PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651
PROJECT CODE: MLD003

TITLE: FIBER OPTIC CABLE BUILD
PROFILE

DRAWN GXT/MK
APPV
SHEETS 04A OF 011
DWG NO: MLD003-GOODRICH-TO MAGNOLIA F 04A DWG
REV -
APPROVED ORIGINAL ISSUE 11/17/17

DESCRIPTION	UNIT	QUANTITY
48ct FIBER OPTIC CABLE (AERIAL)	FT	–
48ct FIBER OPTIC CABLE (RISER)	FT	–
48ct FIBER OPTIC CABLE NEW (U/G)	FT	600
6M STRAND	FT	–
1.4" GALV. U-GUARD E/W 2-1.25" HDPE	FT	–
DOWN GUY & ANCHOR	EA	–
OVERHEAD GUY	FT	–
AERIAL SLACK LOOP	FT	–
TRENCH 1-1.25" HDPE	LF	–
DIR. BORE 1-1.25" HDPE	LF	600
DIR. BORE 1-4" HDPE CASING	LF	–
1.25" HDPE	FT	600
10GA TRACER WIRE	FT	–
24"X36"X18" HH	EA	1
3'X5'X4' MH	EA	–
PULL CABLE THRU EXIST. AT&T CONDUIT	FT	–
PULL CABLE THRU EXIST. CONDUIT	FT	–
1-4" CORE BORE	EA	–
SLACK COIL IN HH/MH	FT	100
REMOVE & RESTORE CONCRETE S/W	SF	–
REMOVE & RESTORE CONCRETE PAVEMENT	SF	–
REMOVE & RESTORE ASPHALT PAVEMENT	SF	–
48ct FIBER OPTIC CABLE (TOTAL)	FT	700

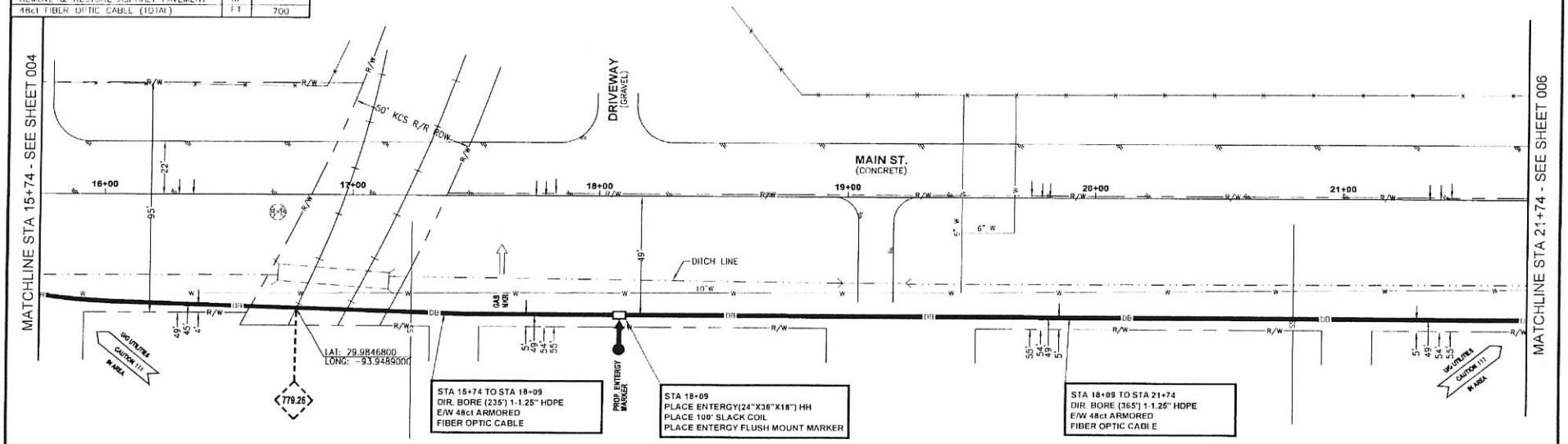
JEFFERSON COUNTY
PORT NECHES, TX

SEE PROFILE ON SHEET 05A

CAUTION !!!!
CONTRACTOR TO LOCATE & VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION

CAUTION!!!!
EXIST. BURIED FIBER, TELEPHONE, CATV, GAS, ELECTRIC, WATER, SANITARY SEWER & STORM SEWER FACILITIES IN CONSTRUCTION AREA AND HAVE NOT BEEN FIELD LOCATED, CONTRACTOR TO VERIFY EXACT LOCATION AND DEPTH PRIOR TO ANY DIGGING AND/OR BORING.

SCALE 1"=40'



NOTE:
PROP. 4'X4' BORE PIT AT EACH HH LOCATION

NOTE:
CONTACT WAYNE MOORE AT 409-719-4279 FOR WATER AND SEWER LOCATES PRIOR TO CONSTRUCTION.

811 Know what's below. Call before you dig.

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CALL BEFORE YOU DIG
1-800-245-4545
48 HOURS NOTICE REQUIRED

ENGINEERING CONTRACTOR
GXT

REV	DESCRIPTION	BY	APVD	DATE
–	–	–	–	–

Entergy.

CONSTRUCTION PLANS
NOVEMBER 17, 2017

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PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651
PROJECT CODE: WE.0003
TITLE: FIBER OPTIC CABLE BUILD PLAN
DRAWN GXT/WK
APPV –
SHEET 005 OF 011
DWG NO: MR\0003 GOODRICH TO MAGNOLIA_P 005.DWG
REV –
APPROVED ORIGINAL ISSUE 11/17/17

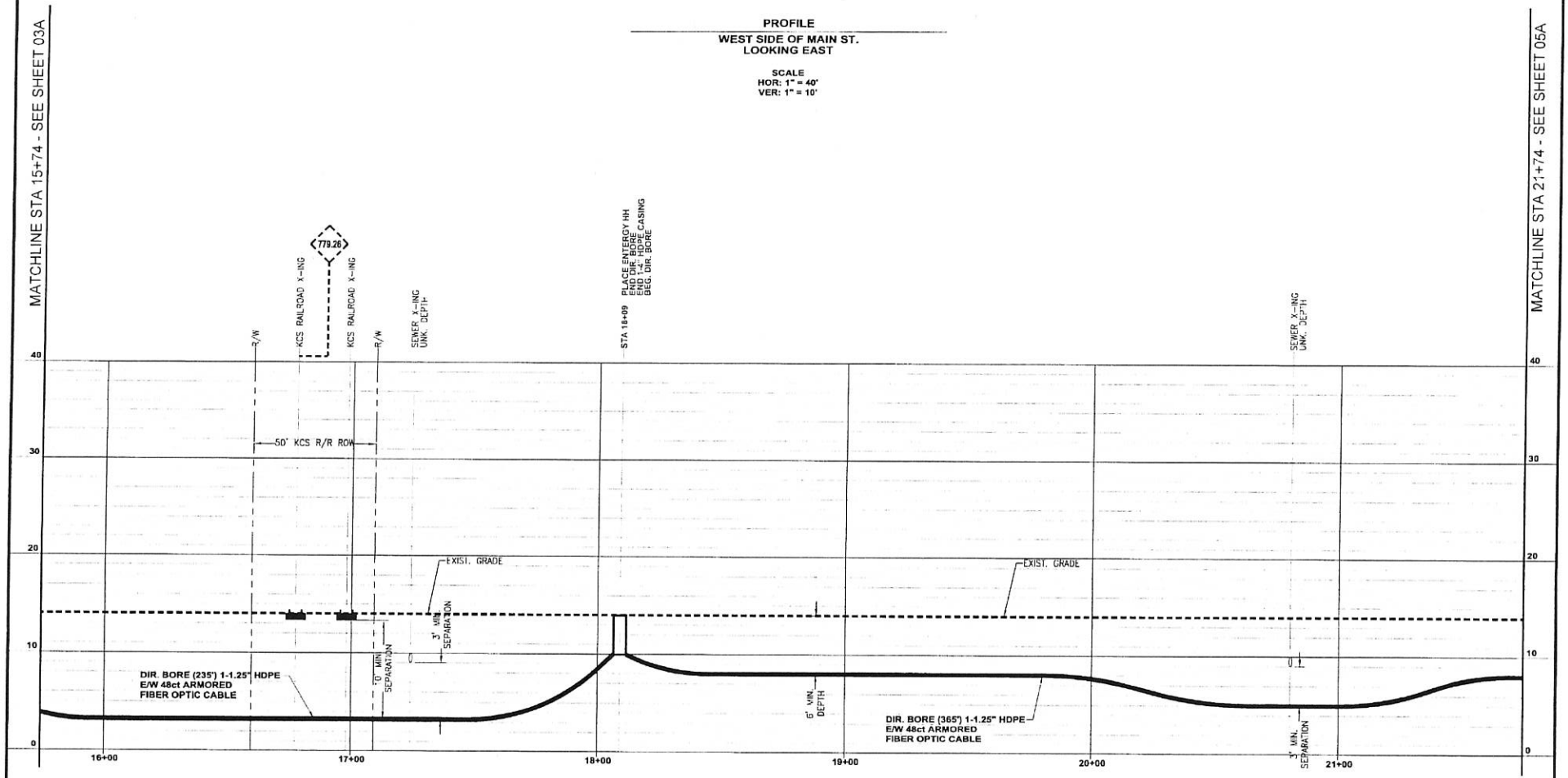
JEFFERSON COUNTY

PORT NECHES, TX

PROFILE

WEST SIDE OF MAIN ST.
LOOKING EAST

SCALE
HOR: 1" = 40'
VER: 1" = 10'



CALL BEFORE YOU DIG
1-800-245-4545
48 HOURS NOTICE REQUIRED

ENGINEERING CONTRACTOR
GXT

REV	DESCRIPTION	BY	APVD	DATE
-	-	-	-	-

Entergy.

CONSTRUCTION PLANS
NOVEMBER 17, 2017

INFORMATION ON THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE USED, COPIED, REPRODUCED OR DISCLOSED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF ENTERGY

PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651
PROJECT CODE: WED003

TITLE: FIBER OPTIC CABLE BUILD
PROFILE

DRAWN GXT/MK
APPV
DWG NO: W-D003 GOODRICH TO MAGNOLIA P-05A.DWG
REV -
SHEET 05A OF 011
APPROVED ORIGINAL ISSUE 11/17/17

DESCRIPTION	UNIT	QUANTITY
48ct FIBER OPTIC CABLE (AERIAL)	FT	
48ct FIBER OPTIC CABLE (RISER)	FT	
48ct FIBER OPTIC CABLE NEW (U/G)	FT	533
6M STRAND	FT	-
1-4" GALV. U-GUARD E/W 2-1.25" HDPE	FT	
DOWN GUY & ANCHOR	EA	-
OVERHEAD GUY	FT	-
AERIAL SLACK LOOP	FT	-
TRENCH 1-1.25" HDPE	LF	-
DIR. BORE 1-1.25" HDPE	LF	533
DIR. BORE 1-4" HDPE CASING	LF	-
1.25" HDPE	FT	533
10GA TRACER WIRE	FT	-
24"X36"X18" HH	EA	1
5'X5'X4' MH	EA	-
PULL CABLE THRU EXIST. AT&T CONDUIT	FT	-
PULL CABLE THRU EXIST. CONDUIT	FT	-
1-4" CORE BORE	EA	-
SLACK COIL IN HH/MH	FT	100
REMOVE & RESTORE CONCRETE S/W	SF	-
REMOVE & RESTORE CONCRETE PAVEMENT	SF	-
REMOVE & RESTORE ASPHALT PAVEMENT	SF	-
48ct FIBER OPTIC CABLE (TOTAL)	FT	533

JEFFERSON COUNTY
PORT NECHES, TX

SEE PROFILE ON SHEET 006

CAUTION!!!
CONTRACTOR TO LOCATE & VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION

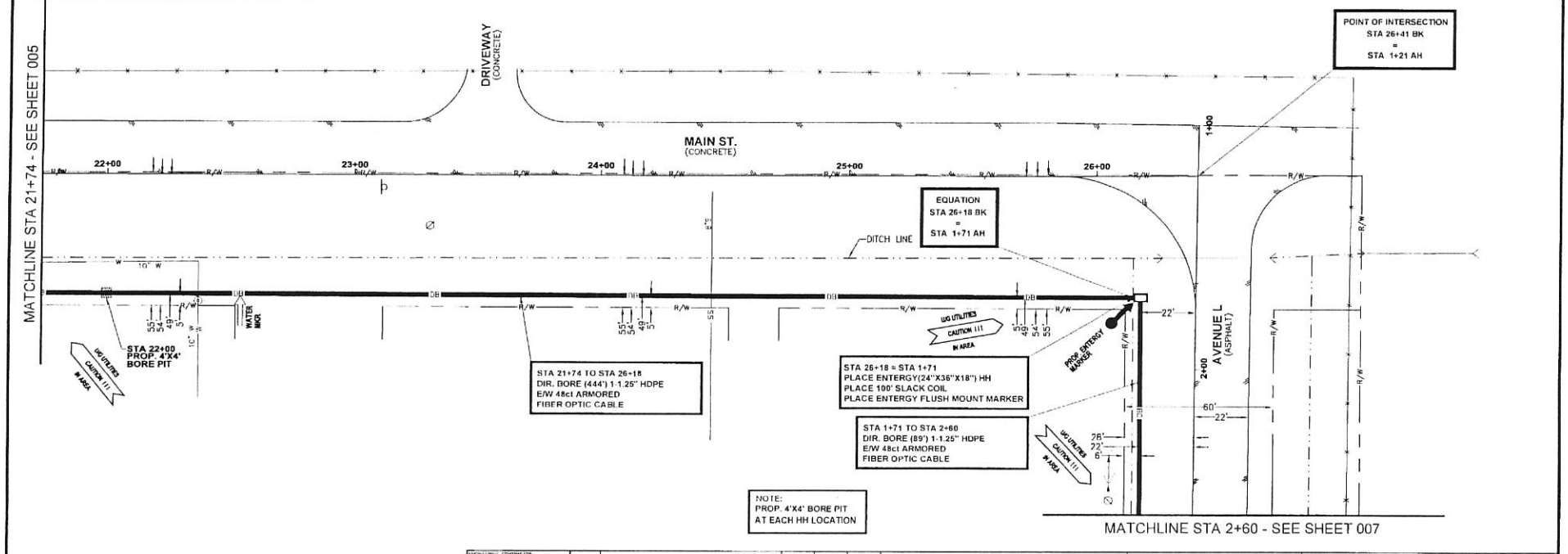
CAUTION!!!
EXIST. BURIED FIBER, TELEPHONE, CATV, GAS, ELECTRIC, WATER, SANITARY SEWER & STORM SEWER FACILITIES IN CONSTRUCTION AREA AND HAVE NOT BEEN FIELD LOCATED, CONTRACTOR TO VERIFY EXACT LOCATION AND DEPTH PRIOR TO ANY DIGGING AND/OR BORING.

NOTE:
CONTACT WAYNE MOORE AT 409-719-4279 FOR WATER AND SEWER LOCATES PRIOR TO CONSTRUCTION.

NOTE:
UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTOR RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

N

SCALE 1"=40'



811 Know what's below. Call before you dig.

CALL BEFORE YOU DIG 1-800 345 4545 48 HOURS NOTICE REQUIRED

ENGINEERING CONTRACTOR: GXT

REV	DESCRIPTION	BY	APVD	DATE
-	-	-	-	-

Entergy.

CONSTRUCTION PLANS
NOVEMBER 17, 2017

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PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651
TITLE: FIBER OPTIC CABLE BUILD PLAN
PROJECT CODE: MFB003

DRAWN GXT/MK
APPV -
SHEET 006 OF 011
DWG NO. MFB003 GOODRICH TO MAGNOLIA_P 006.DWG
REV -
APPROVED ORIGINAL ISSUE 11/17/17

JEFFERSON COUNTY

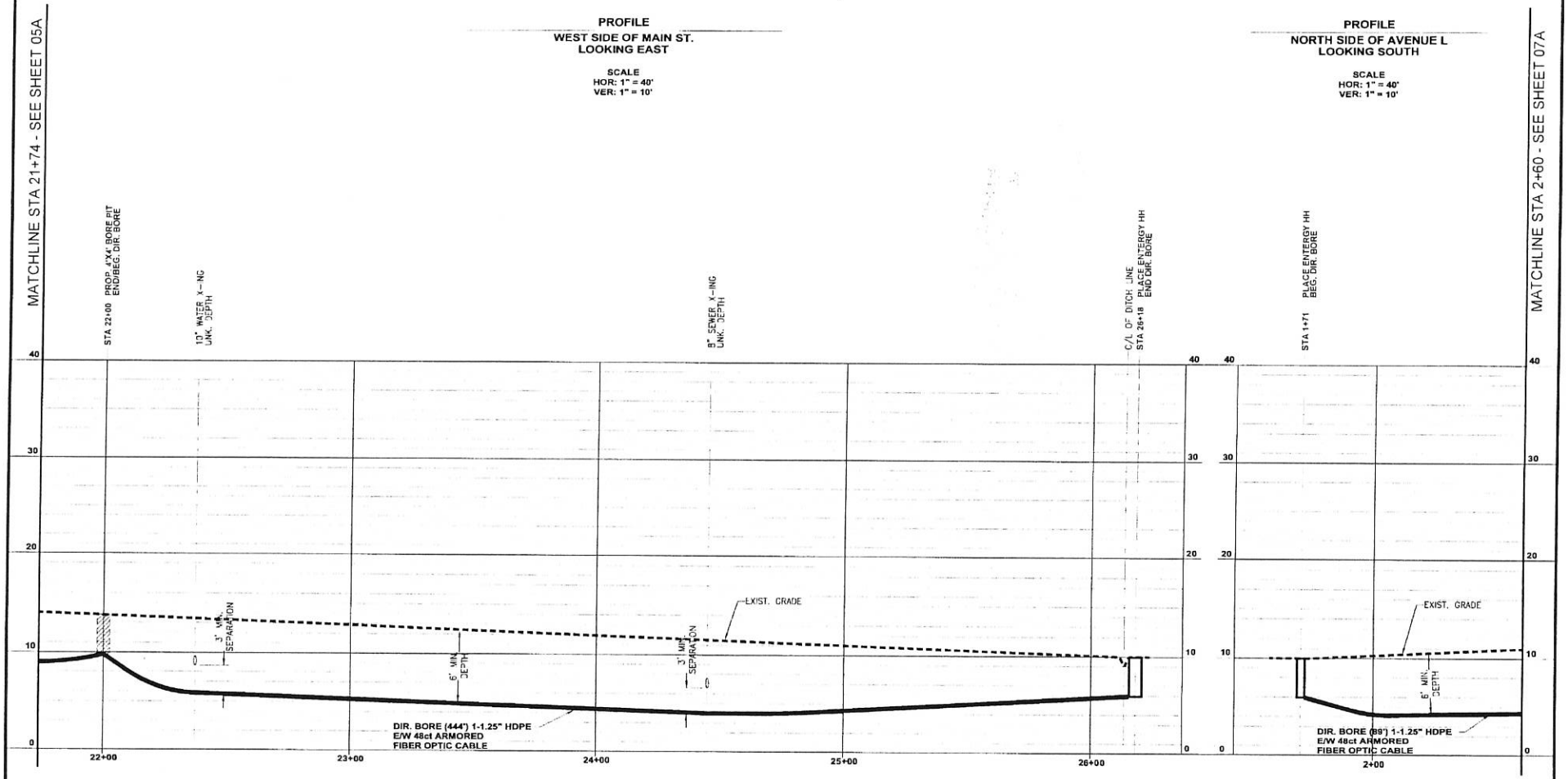
PORT NECHES, TX

PROFILE
WEST SIDE OF MAIN ST.
LOOKING EAST

SCALE
HOR: 1" = 40'
VER: 1" = 10'

PROFILE
NORTH SIDE OF AVENUE L
LOOKING SOUTH

SCALE
HOR: 1" = 40'
VER: 1" = 10'



CALL BEFORE YOU DIG
1-800-545-4545
48 HOURS NOTICE REQUIRED

ENGINEERING CONTRACTOR: GXT

REV	DESCRIPTION	BY	APVD	DATE

Entergy.

CONSTRUCTION PLANS
NOVEMBER 17, 2017

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PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651
PROJECT (WBE): WED003

TITLE: FIBER OPTIC CABLE BUILD
PROFILE

DRAWN: GXT/MK
APPV: -
SHEET: 06A OF 011
DWG NO: WD003-GOODRICH-TO-MAGNOLIA P-06A.DWG
REV: -
APPROVED ORIGINAL ISSUE: 11/17/17

JEFFERSON COUNTY

PORT NECHES, TX

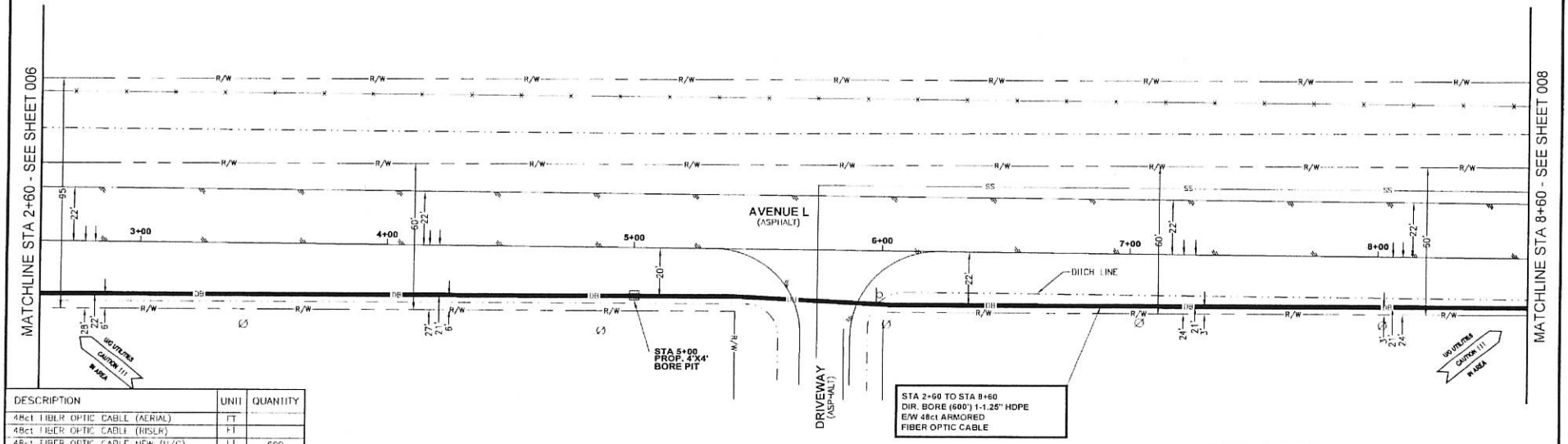
SEE PROFILE ON SHEET 07A

CAUTION !!!
CONTRACTOR TO LOCATE & VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION

CAUTION!!!
EXIST. BURIED FIBER, TELEPHONE, CATV, GAS, ELECTRIC, WATER, SANITARY SEWER & STORM SEWER FACILITIES IN CONSTRUCTION AREA AND HAVE NOT BEEN FIELD LOCATED, CONTRACTOR TO VERIFY EXACT LOCATION AND DEPTH PRIOR TO ANY DIGGING AND/OR BORING.

N

SCALE 1"=40'



DESCRIPTION	UNIT	QUANTITY
48ct FIBER OPTIC CABLE (AERIAL)	FT	
48ct FIBER OPTIC CABLE (RISER)	FT	
48ct FIBER OPTIC CABLE NEW (U/G)	FT	600
6M STRAND	FT	-
1 4" GALV. U GUARD E/W 2 1.25" HDPE	FT	-
DOWN GUY & ANCHOR	EA	-
OVERHEAD GUY	FT	-
AERIAL SLACK LOOP	FT	-
TRENCH 1 1.25" HDPE	FT	-
DIR. BORE 1 1.25" HDPE	LF	600
DIR. BORE 1 4" HDPE CASING	LF	-
1.25" HDPE	FT	600
10GA TRACER WIRE	FT	-
24"X36"X18" HH	EA	-
3'X5'X4' MH	EA	-
PULL CABLE THRU EXIST. AT&T CONDUIT	FT	-
PULL CABLE THRU EXIST. CONDUIT	FT	-
1 4" CORE BORE	EA	-
SLACK COIL IN HH/MH	FT	-
REMOVE & RESTORE CONCRETE S/W	SF	-
REMOVE & RESTORE CONCRETE PAVEMENT	SF	-
REMOVE & RESTORE ASPHALT PAVEMENT	SF	-
48ct FIBER OPTIC CABLE (TOTAL)	FT	600

NOTE:
CONTACT WAYNE MOORE AT 409 719-4279
FOR WATER AND SEWER LOCATES
PRIOR TO CONSTRUCTION.

811
Know what's below.
Call before you dig.

NOTE:
UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTOR RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

CALL BEFORE YOU DIG
1-800-245-4545
48 HOURS NOTICE REQUIRED

UNDERLINE CONTRACTOR
GXT

REV	DESCRIPTION	BY	APVD	DATE
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
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CONSTRUCTION PLANS
NOVEMBER 17, 2017

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PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651
PROJECT CODE: MEDOO3
TITLE: FIBER OPTIC CABLE BUILD PLAN
DRAWN: GXT/MK
APPV:
SHEET: 007 OF 011
WR NO: WR003 EXTERION TO MAGNOLIA P-007.DWG
APPROVED ORIGINAL ISSUE: 11/17/17
REV: -

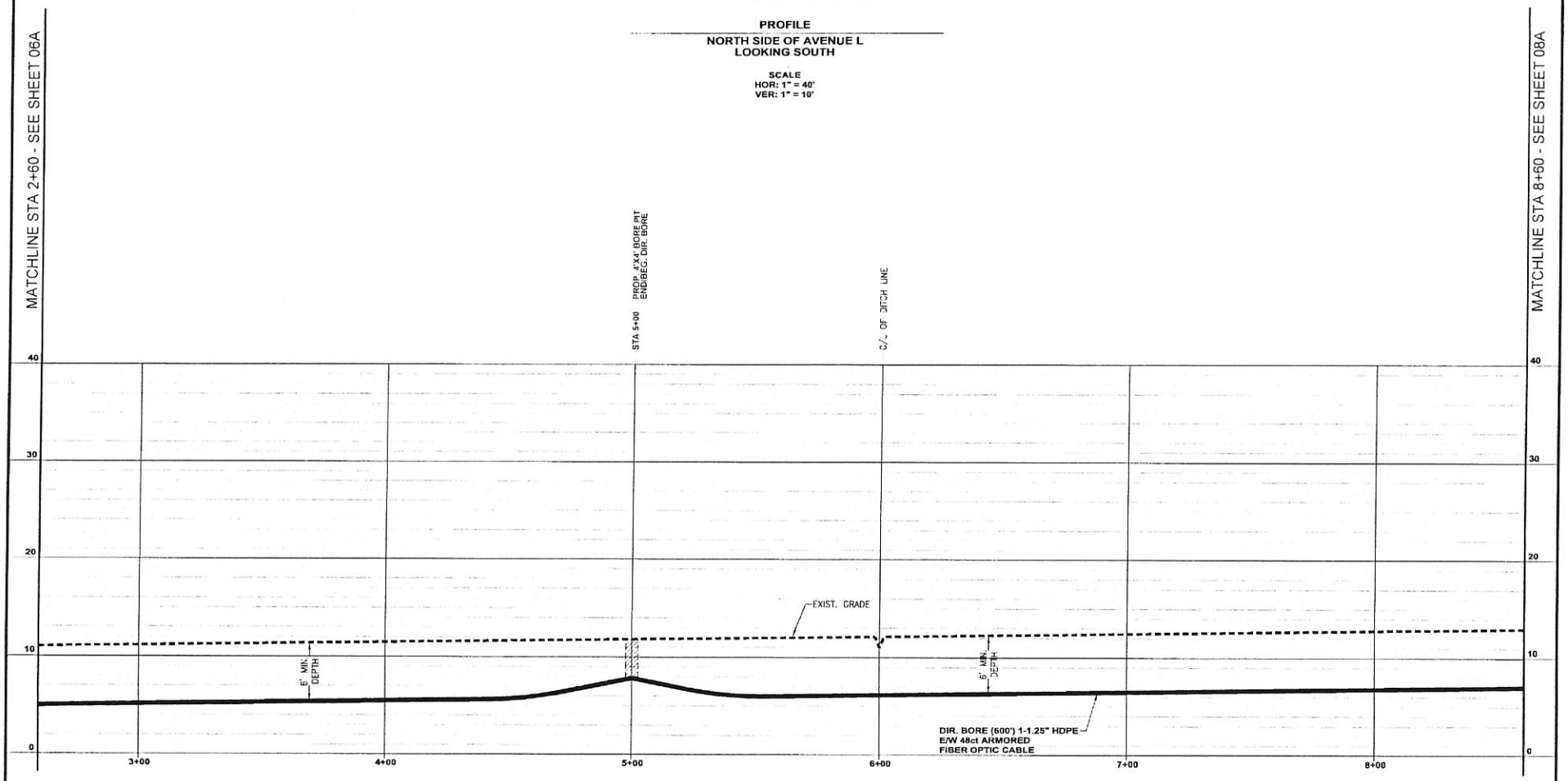
JEFFERSON COUNTY

PORT NECHES, TX

PROFILE

NORTH SIDE OF AVENUE L
LOOKING SOUTH

SCALE
HOR: 1" = 40'
VER: 1" = 10'



CALL BEFORE YOU DIG
1-800-245-4545
48 HOURS NOTICE REQUIRED

ENGINEERING CONTRACTOR
GXT

REV	DESCRIPTION	BY	APVD	DATE
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CONSTRUCTION PLANS
NOVEMBER 17, 2017

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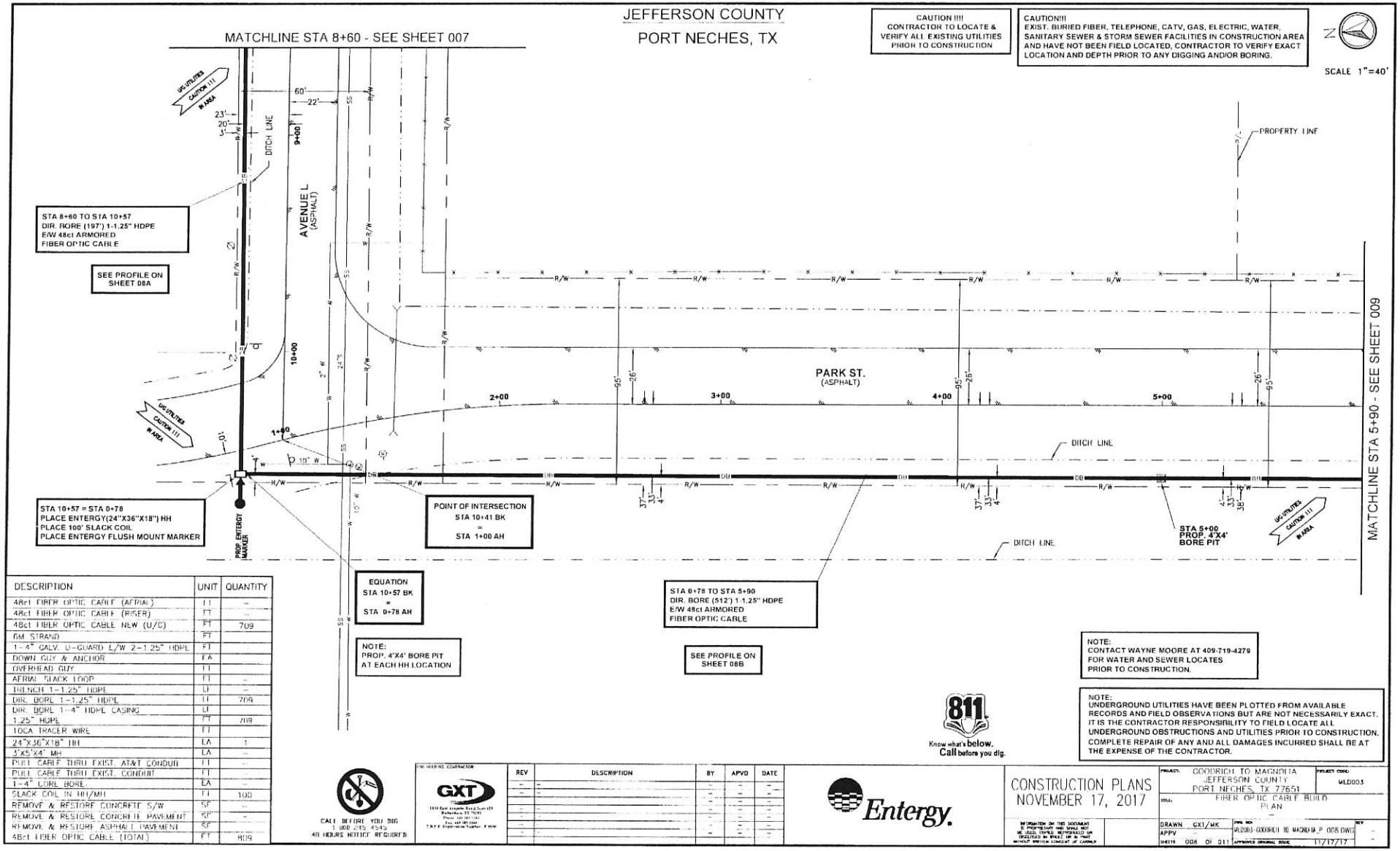
PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651
PROJECT CODE: WE0003
TITLE: FIBER OPTIC CABLE BUILD
PROFILE

DRAWN GXT/MK
APPV
SHEET 07A OF 011
DWG NO: METHOD3-GOODRICH-TO-MAGNOLIA P-07A.DWG
REV -
APPROVED ORIGINAL ISSUE 11/17/17



DESCRIPTION	UNIT	QUANTITY
48ct FIBER OPTIC CABLE (AERIAL)	FT	-
48ct FIBER OPTIC CABLE (RISER)	FT	-
48ct FIBER OPTIC CABLE NEW (U/G)	FT	709
6M STRAND	FT	-
1-4" GALV. U-GUARD E/W 2-1.25" HDPE	FT	-
DOWN GUY & ANCHOR	EA	-
OVERHEAD GUY	FT	-
AERIAL SLACK LOOP	FT	-
TRENCH 1-1.25" HDPE	LF	-
DIR. BORE 1-1.25" HDPE	FT	709
DIR. BORE 1-4" HDPE CASING	LF	-
1.25" HDPE	FT	709
10GA TRACER WIRE	FT	-
24"X36"X18" HH	EA	1
3'X5'X4' MH	EA	-
PULL CABLE THRU EXIST. AT&T CONDUIT	FT	-
PULL CABLE THRU EXIST. CONDUIT	FT	-
1-4" CORE BORE	EA	-
SLACK COIL IN HH/MH	FT	100
REMOVE & RESTORE CONCRETE S/W	SF	-
REMOVE & RESTORE CONCRETE PAVEMENT	SF	-
REMOVE & RESTORE ASPHALT PAVEMENT	SF	-
48ct FIBER OPTIC CABLE (TOTAL)	FT	809

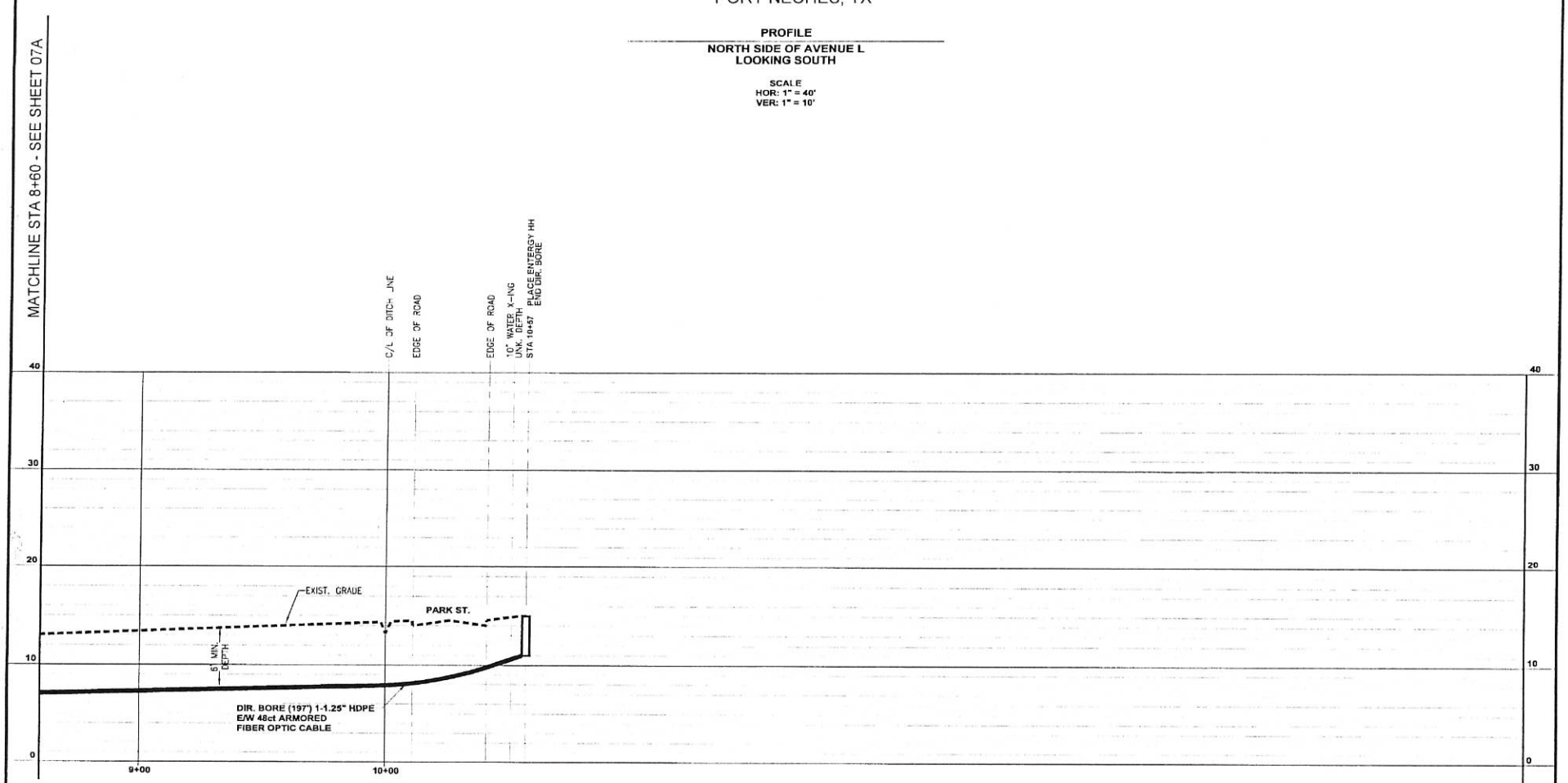
JEFFERSON COUNTY

PORT NECHES, TX

PROFILE

NORTH SIDE OF AVENUE L
LOOKING SOUTH

SCALE
HOR: 1" = 40'
VER: 1" = 10'



CALL BEFORE YOU DIG
1 800 245 4545
48 HOURS NOTICE REQUIRED

ENGINEERING CONTRACTOR
GXT

REV	DESCRIPTION	BY	APVD	DATE
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CONSTRUCTION PLANS
NOVEMBER 17, 2017

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PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651
PROJECT CODE: MER003

TITLE: FIBER OPTIC CABLE BUILD
PROFILE

DRAWN GXT/MK
APPV --
SHEETS 08A OF 9T1

DWG NO: MER003-GOODRICH-TO-MAGNOLIA P-08A.DWG
REV --
APPROVED ORIGINAL ISSUE 11/17/17

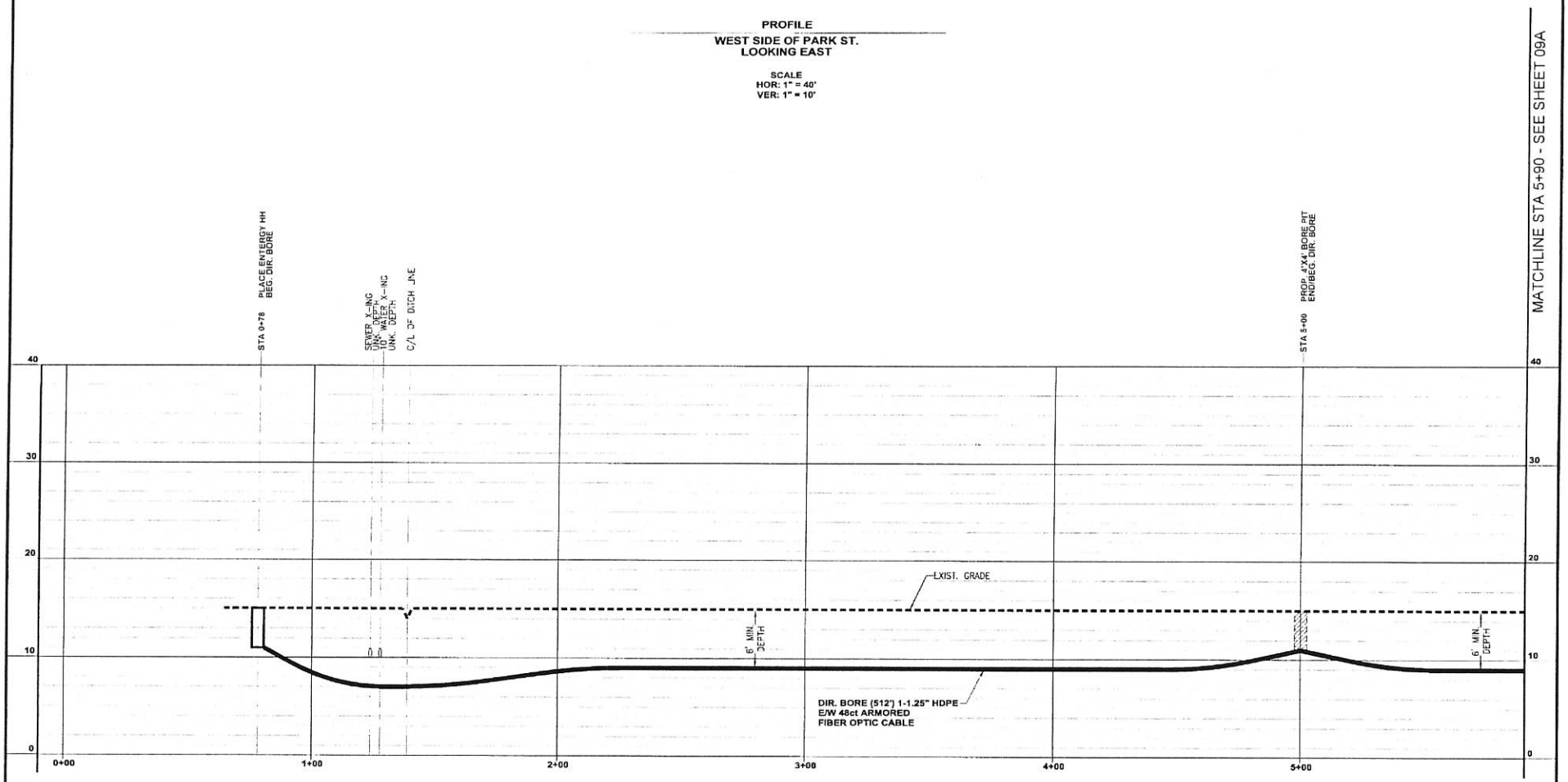
JEFFERSON COUNTY

PORT NECHES, TX

PROFILE

WEST SIDE OF PARK ST.
LOOKING EAST

SCALE
HOR: 1" = 40'
VER: 1" = 10'



CALL BEFORE YOU DIG
1-800 245 4545
48 HOURS NOTICE REQUIRED

UNDERGROUND CONTRACTOR
GXT

REV	DESCRIPTION	BY	APVD	DATE
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

Entergy.

CONSTRUCTION PLANS
NOVEMBER 17, 2017

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PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651
PROJECT CODE: MTD003
TITLE: FIBER OPTIC CABLE BURIED PROFILE

DRAWN GXT/MK
APPV
SHEETS DRB OF 011
DWG NO: MTD003-GOODRICH-TO-MAGNOLIA P-DRB.DWG
REV -
APPROVED ORIGINAL ISSUE 11/17/17

JEFFERSON COUNTY

PORT NECHES, TX

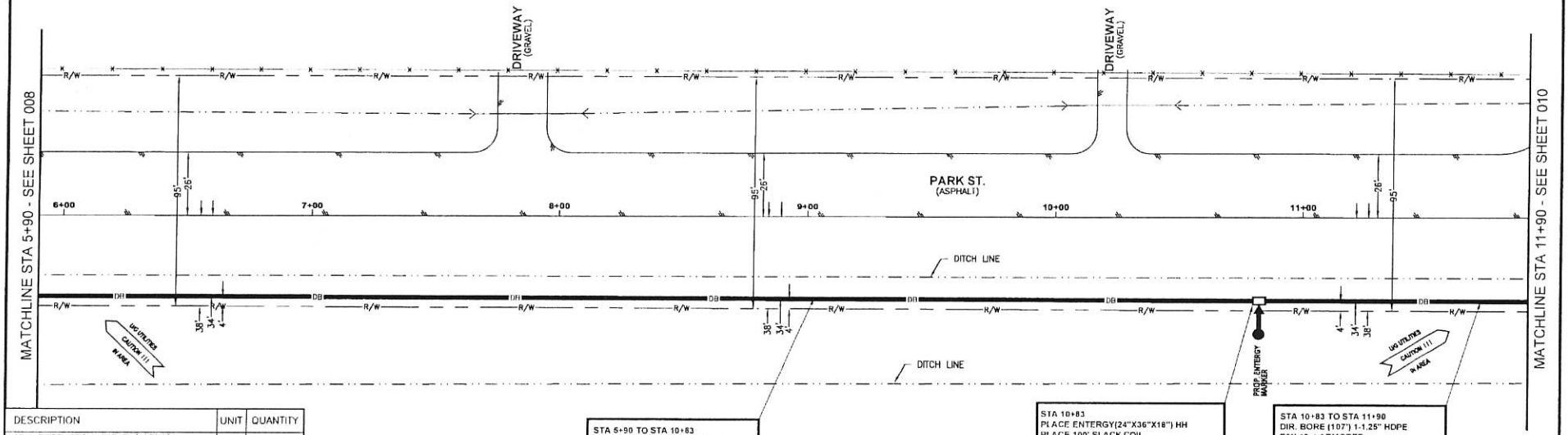
CAUTION!!!
CONTRACTOR TO LOCATE & VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION

CAUTION!!!
EXIST. BURIED FIBER, TELEPHONE, CATV, GAS, ELECTRIC, WATER, SANITARY SEWER & STORM SEWER FACILITIES IN CONSTRUCTION AREA AND HAVE NOT BEEN FIELD LOCATED, CONTRACTOR TO VERIFY EXACT LOCATION AND DEPTH PRIOR TO ANY DIGGING AND/OR BORING.

N

SCALE 1"=40'

SEE PROFILE ON SHEET 09A



DESCRIPTION	UNIT	QUANTITY
48ct FIBER OPTIC CABLE (AERIAL)	FT	
48ct FIBER OPTIC CABLE (RISER)	FT	
48ct FIBER OPTIC CABLE NEW (U/G)	FT	600
6M STRAND	FT	-
1 4" GALV. U GUARD E/W 2 1.25" HDPE	FT	
DOWN GUY & ANCHOR	EA	-
OVERHEAD GUY	FT	
AERIAL SLACK LOOP	FT	-
TRENCH 1 1.25" HDPE	LF	-
DIR. BORE 1-1.25" HDPE	LF	600
DIR. BORE 1 4" HDPE CASING	LF	-
1.25" HDPE	FT	600
10GA TRACER WIRE	FT	
24"X36"X18" HH	EA	1
3'X5'X4' MH	EA	-
PULL CABLE THRU EXIST. AT&T CONDUIT	FT	-
PULL CABLE THRU EXIST. CONDUIT	FT	-
1 4" CORE BORE	EA	-
SLACK COIL IN HH/MH	FT	100
REMOVE & RESTORE CONCRETE S/W	SF	-
REMOVE & RESTORE CONCRETE PAVEMENT	SF	-
REMOVE & RESTORE ASPHALT PAVEMENT	SF	-
48ct FIBER OPTIC CABLE (TOTAL)	FT	700

STA 5+90 TO STA 10+83
DIR. BORE (493') 1-1.25" HDPE
E/W 48ct ARMORED
FIBER OPTIC CABLE

STA 10+83
PLACE ENTERGY(24"X36"X18") HH
PLACE 100' SLACK COIL
PLACE ENTERGY FLUSH MOUNT MARKER

STA 10+83 TO STA 11+90
DIR. BORE (107') 1-1.25" HDPE
E/W 48ct ARMORED
FIBER OPTIC CABLE

NOTE:
PROP. 4'X4' BORE PIT AT EACH HH LOCATION

NOTE:
CONTACT WAYNE MOORE AT 409-719-4279 FOR WATER AND SEWER LOCATES PRIOR TO CONSTRUCTION.

811 Know what's below. Call before you dig.

NOTE:
UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTOR RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

CALL BEFORE YOU DIG
1-800-245-4545
48 HOURS NOTICE REQUIRED

ENGINEERING CONTRACTOR: GXT

REV	DESCRIPTION	BY	APVD	DATE
-	-	-	-	-

Entergy.

CONSTRUCTION PLANS
NOVEMBER 17, 2017

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PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651
PROJECT CODE: WED003
TITLE: FIBER OPTIC CABLE BUILD PLAN

DRAWN GXT/MK
APPV -
SHEET 009 OF 011
DWG NO: WED003-GOODRICH TO MAGNOLIA_P 009.DWG
REV -
APPROVED ORIGINAL ISSUE 11/17/17

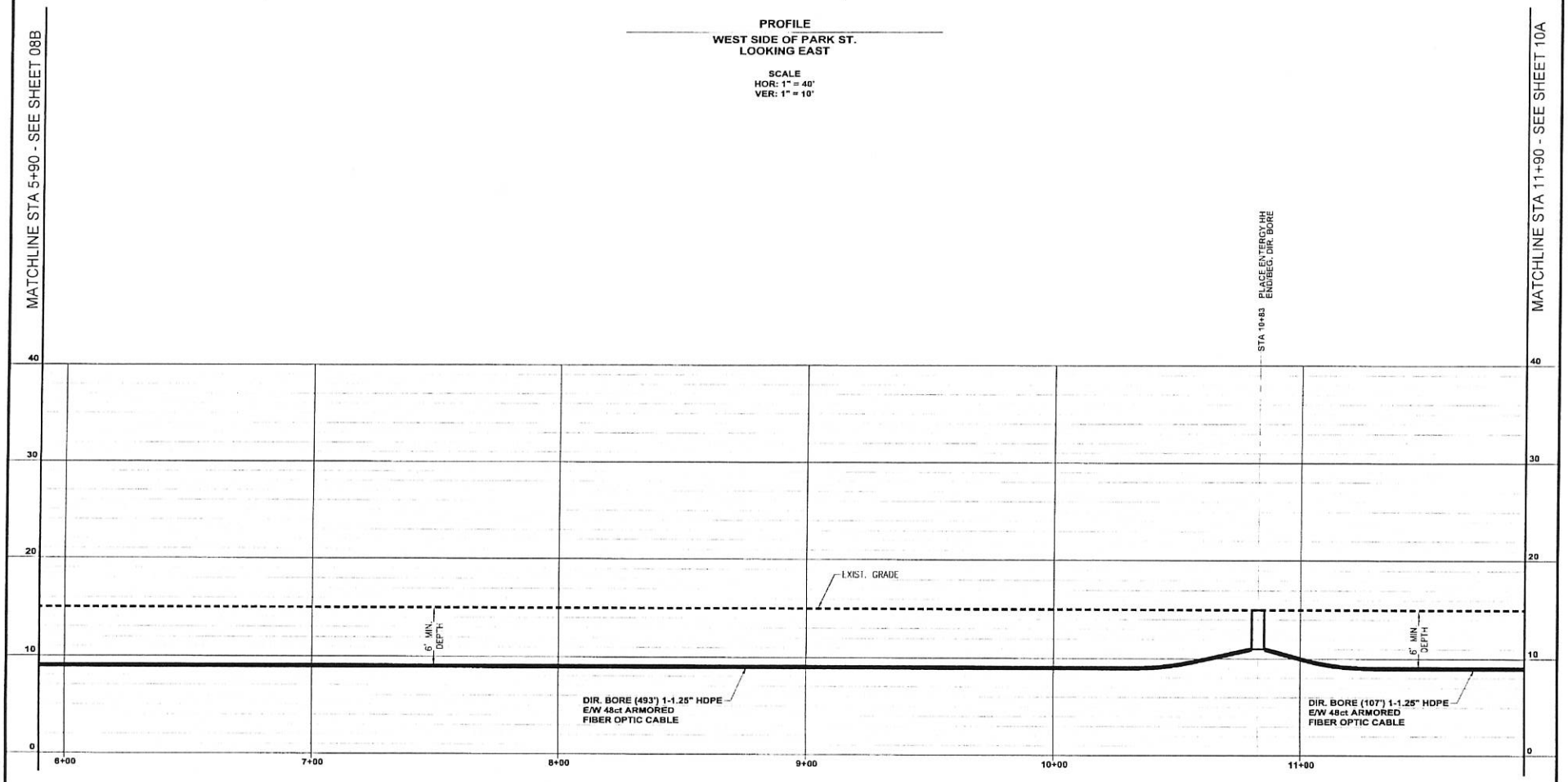
JEFFERSON COUNTY

PORT NECHES, TX

PROFILE

WEST SIDE OF PARK ST.
LOOKING EAST

SCALE
HOR: 1" = 40'
VER: 1" = 10'



CALL BEFORE YOU DIG
1 800 245 4545
48 HOURS NOTICE REQUIRED

ENGINEERING CONTRACTOR:
GXT

REV	DESCRIPTION	BY	APVD	DATE
-	-	-	-	-

Entergy.

CONSTRUCTION PLANS
NOVEMBER 17, 2017

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PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651
PROJECT CODE: WED003

TITLE: FIBER OPTIC CABLE BUILD
PROFILE

DRAWN GXT/MK
APPV -
SHEETS 09A OF 011
DWG NO: WED003-GOODRICH-10 MAGNOLIA P (09A DWG)
REV -
APPROVED ORIGINAL ISSUE 11/17/17

CAUTION !!!!
CONTRACTOR TO LOCATE & VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION

CAUTION!!!
EXIST. BURIED FIBER, TELEPHONE, CATV, GAS, ELECTRIC, WATER, SANITARY SEWER & STORM SEWER FACILITIES IN CONSTRUCTION AREA AND HAVE NOT BEEN FIELD LOCATED, CONTRACTOR TO VERIFY EXACT LOCATION AND DEPTH PRIOR TO ANY DIGGING AND/OR BORING.

JEFFERSON COUNTY
PORT NECHES, TX

SEE PROFILE ON SHEET 10A & 10B

NOTE:
PROP. 4'X4' BORE PIT AT EACH HH LOCATION

NOTE:
EXIST. CONDUIT IS AT APPROXIMATE LOCATION. FIELD VERIFY PRIOR TO CONSTRUCTION.
STA 0+00 TO STA 1+11

NOTE:
RUNNING LINE STATIONING APPLIES TO THIS SHEET
FROM STA 17+66E = 0+00 TO STA 1+11

MATCHLINE STA 1+11 - SEE SHEET 011

SCALE 1"=40'

STA 0+00 TO STA 1+11
PULL (111) 48ct ARMORED FIBER OPTIC CABLE THRU EXISTING CONDUIT

EQUATION
STA 17+66E BK
=
STA 0+00 AH

STA 17+66E
PLACE ENTERGY(24"X36"X18") HH
PLACE 100' SLACK COIL
PLACE ENTERGY FLUSH MOUNT MARKER

MATCHLINE STA 11+90 - SEE SHEET 009

DRIVEWAY (ASPHALT)

DRIVEWAY (CONCRETE)

PARK ST. (ASPHALT)

12+00 13+00 14+00 15+00 16+00 17+00 1+00

DITCH LINE

DITCH LINE

UG UTILITIES CAUTION !!! IN AREA

PROP. ENTERGY MARKER

STA 11+90 TO STA 17+66
DIR. BORE (576') 1-1.25" HDPE
E/W 48ct ARMORED
FIBER OPTIC CABLE

STA 17+66W TO STA 17+66E
DIR. BORE (87') 1-1.25" HDPE
E/W 48ct ARMORED
FIBER OPTIC CABLE

STA 17+66W
PROP. 4'X4' BORE PIT
PLACE ENTERGY FLUSH MOUNT MARKER

DESCRIPTION	UNIT	QUANTITY
48ct FIBER OPTIC CABLE (AERIAL)	FT	-
48ct FIBER OPTIC CABLE (RISER)	FT	-
48ct FIBER OPTIC CABLE NEW (U/G)	FT	663
6M STRAND	FT	
1.4" GALV. U-GUARD 1/W 2-1.25" HDPE	FT	
DOWN GUY & ANCHOR	EA	
OVERHEAD GUY	FT	-
AERIAL SLACK LOOP	FT	
TRENCH 1-1.25" HDPE	LF	
DIR. BORE 1-1.25" HDPE	LF	663
DIR. BORE 1-4" HDPE CASING	LF	
1.25" HDPE	FT	663
10GA TRACER WIRE	FT	-
24"X36"X18" HH	EA	1
3'X5'X4' MH	EA	-
PULL CABLE THRU EXIST. AT&T CONDUIT	FT	
PULL CABLE THRU EXIST. CONDUIT	FT	111
1.4" CORE BORE	EA	
SLACK COIL IN HH/MH	FT	100
REMOVE & RESTORE CONCRETE S/W	SF	
REMOVE & RESTORE CONCRETE PAVEMENT	SF	-
REMOVE & RESTORE ASPHALT PAVEMENT	SF	-
48ct FIBER OPTIC CABLE (TOTAL)	FT	874

NOTE:
CONTACT WAYNE MOORE AT 409-719-4279 FOR WATER AND SEWER LOCATES PRIOR TO CONSTRUCTION.

811 Know what's below. Call before you dig.

NOTE:
UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTOR RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

CALL BEFORE YOU DIG
1-800-345-4545
48 HOURS NOTICE REQUIRED

ENGINEERING CONTRACTOR
GXT

REV	DESCRIPTION	BY	APVD	DATE
-	-	-	-	-

Entergy.

CONSTRUCTION PLANS
NOVEMBER 17, 2017

INFORMATION ON THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE USED, COPIED, REPRODUCED OR DISCLOSED, IN WHOLE OR IN PART, WITHOUT WRITTEN CONSENT OF ENTERGY

PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651
PROJECT CODE: WI.D003
TITLE: FIBER OPTIC CABLE BUILD PLAN
DRAWN GXT/MK
APPV -
SHEETS 010 OF 011
DWG NO: M-D003 GOODRICH TO MAGNOLIA P 010.DWG
REV -
APPROVED ORIGINAL ISSUE 11/17/17

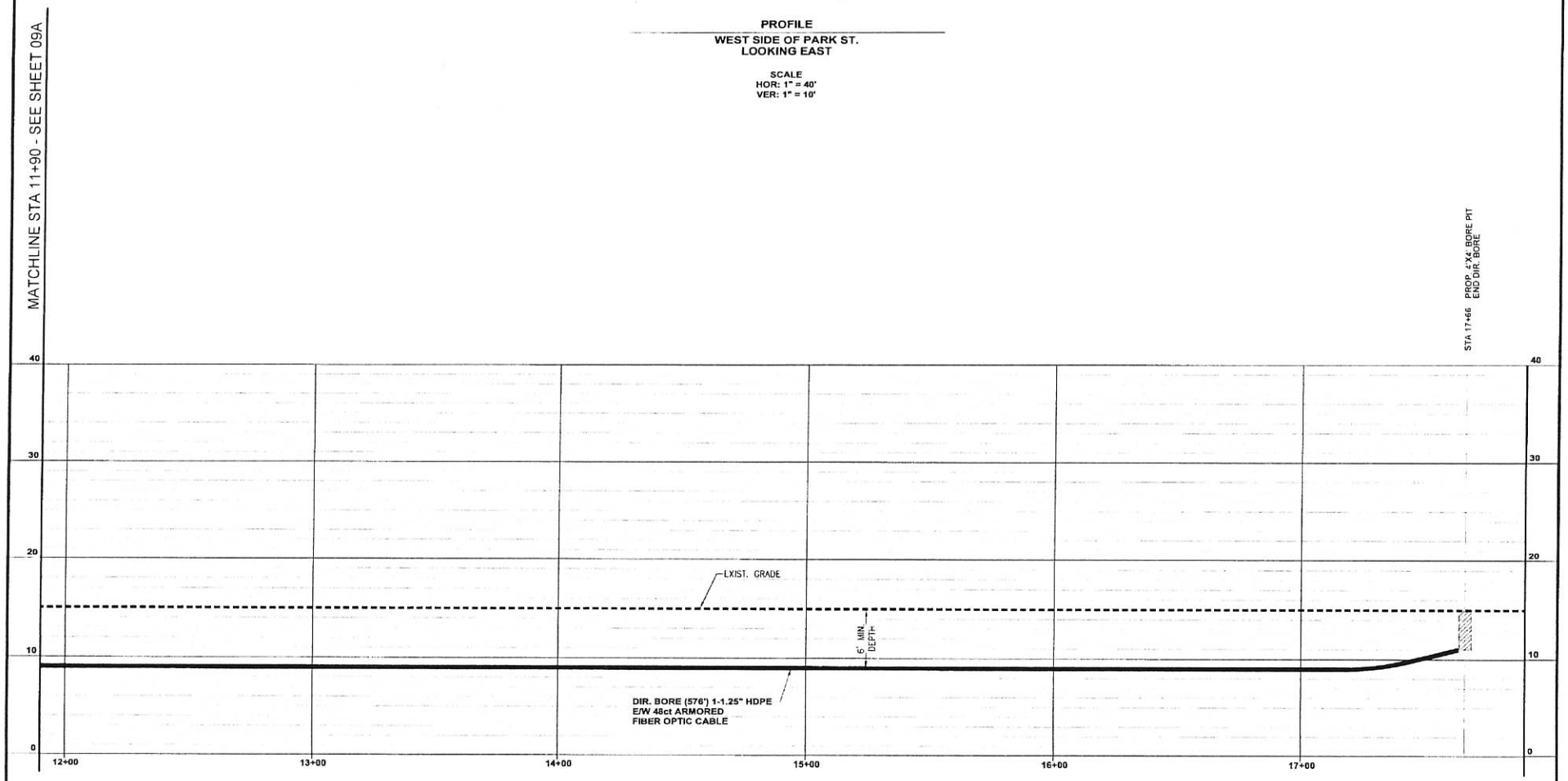
JEFFERSON COUNTY

PORT NECHES, TX

PROFILE

WEST SIDE OF PARK ST.
LOOKING EAST

SCALE
HOR: 1" = 40'
VER: 1" = 10'



CALL BEFORE YOU DIG
1-800-245-4545
48 HOURS NOTICE REQUIRED

GXT

REV	DESCRIPTION	BY	APVD	DATE
-	-	-	-	-

Entergy.

CONSTRUCTION PLANS
NOVEMBER 17, 2017

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PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651
PROJECT CODE: WLD003
TITLE: FIBER OPTIC CABLE ROUTE PROFILE

DRAWN GXT/MK
APPV -
SHEETS 10A OF 011
DWG NO: MTOGS GOODRICH TO MAGNOLIA_P 10A.DWG
REV -
APPROVED ORIGINAL ISSUE 11/17/17

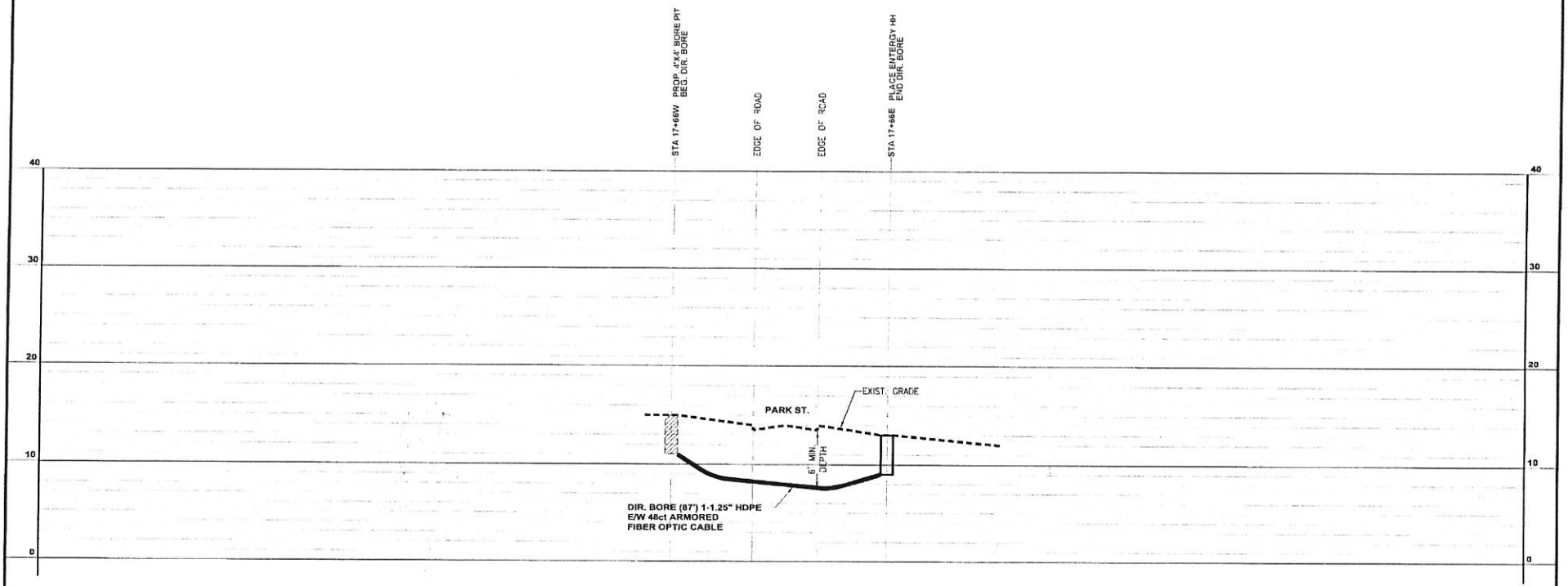
JEFFERSON COUNTY

PORT NECHES, TX

PROFILE

CROSSING PARK ST.
LOOKING SOUTH

SCALE
HOR: 1" = 40'
VER: 1" = 10'



CALL BEFORE YOU DIG
1-800-245-4545
48 HOURS NOTICE REQUIRED

ENGINEERING CONTRACTOR
GXT

REV	DESCRIPTION	BY	APVD	DATE
-	-	-	-	-

Entergy.

CONSTRUCTION PLANS
NOVEMBER 17, 2017

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PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651
PROJECT CODE: MED003
TITLE: FIBER OPTIC CABLE BUILD
PROFILE

DRAWN GXT/MK
APPV -
SHEETS 108 OF 311
DWG NO: MED003-GOODRICH-TO-MAGNOLIA P 10R.DWG
REV -
APPROVED ORIGINAL ISSUE 11/17/17

JEFFERSON COUNTY

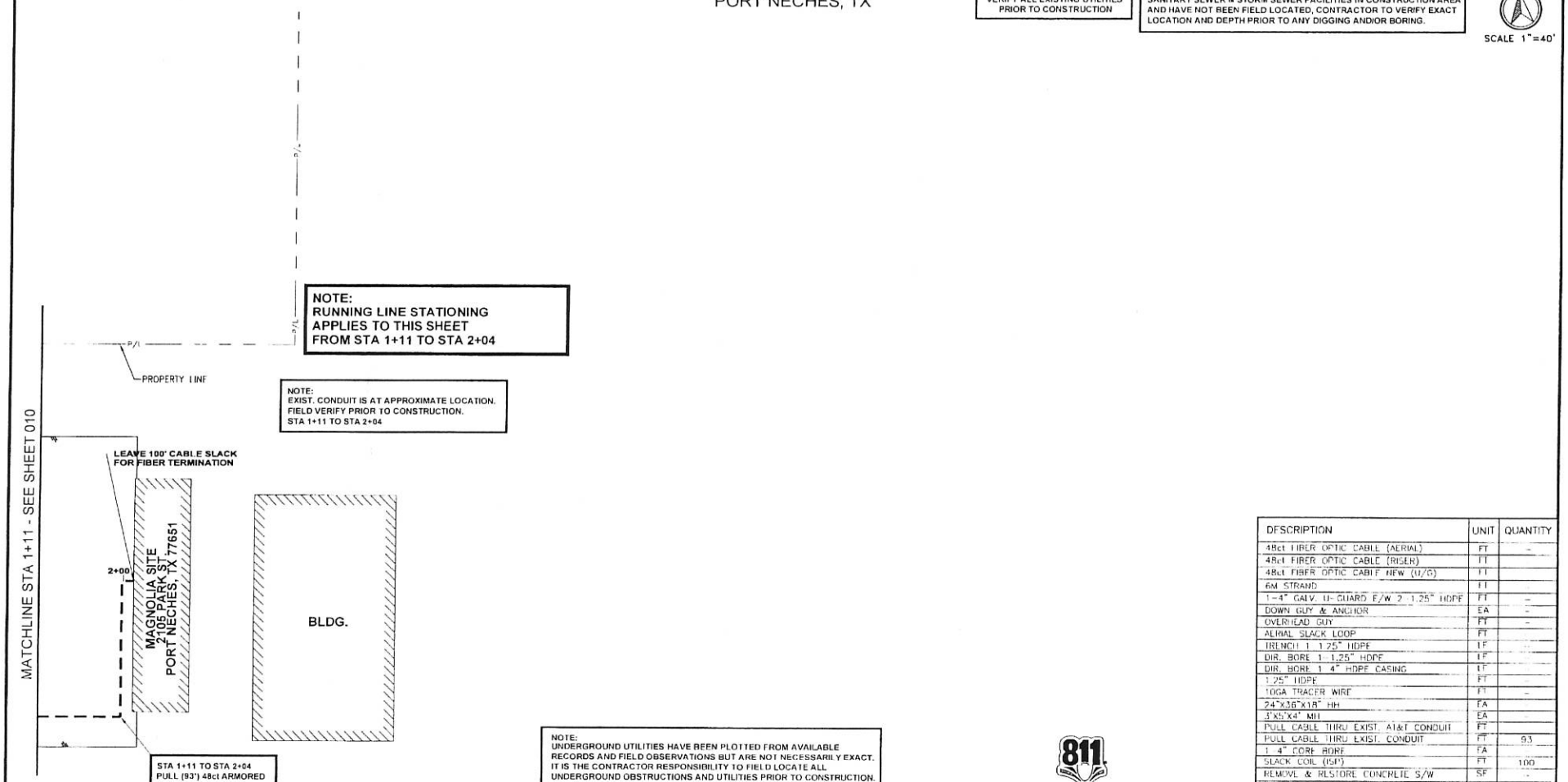
PORT NECHES, TX

CAUTION !!!!
CONTRACTOR TO LOCATE & VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION

CAUTION!!!
EXIST. BURIED FIBER, TELEPHONE, CATV, GAS, ELECTRIC, WATER, SANITARY SEWER & STORM SEWER FACILITIES IN CONSTRUCTION AREA AND HAVE NOT BEEN FIELD LOCATED, CONTRACTOR TO VERIFY EXACT LOCATION AND DEPTH PRIOR TO ANY DIGGING AND/OR BORING.

N

SCALE 1"=40'



NOTE:
CONTACT WAYNE MOORE AT 409-719 4279
FOR WATER AND SEWER LOCATES
PRIOR TO CONSTRUCTION.

CALL BEFORE YOU DIG
1-800-245-4545
48 HOURS NOTICE REQUIRED

NOTE:
UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTOR RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

811 Know what's below. Call before you dig.

DESCRIPTION	UNIT	QUANTITY
48ct FIBER OPTIC CABLE (AERIAL)	FT	-
48ct FIBER OPTIC CABLE (RISER)	FT	
48ct FIBER OPTIC CABLE NEW (U/G)	FT	
6M STRAND	FT	
1-4" GALV. U-GUARD F/W 2-1.25" HDPE	FT	-
DOWN GUY & ANCHOR	EA	-
OVERHEAD GUY	FT	-
AERIAL SLACK LOOP	FT	
TRENCH 1-1.25" HDPE	LF	
DIR. BORE 1-1.25" HDPE	LF	
DIR. BORE 1-4" HDPE CASING	LF	
1.25" HDPE	FT	
10GA TRACER WIRE	FT	-
24"X36"X18" HH	EA	
3'X5'X4' MH	EA	
PULL CABLE THRU EXIST. AT&T CONDUIT	FT	
PULL CABLE THRU EXIST. CONDUIT	FT	93
1.4" CORE BORE	EA	
SLACK COIL (ISP)	FT	100
REMOVE & RESTORE CONCRETE S/W	SF	-
REMOVE & RESTORE CONCRETE PAVEMENT	SF	-
REMOVE & RESTORE ASPHALT PAVEMENT	SF	-
48ct FIBER OPTIC CABLE (TOTAL)	FT	193

ENGINEERING CONTRACTOR
GXT

REV	DESCRIPTION	BY	APVD	DATE
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

Entergy.

CONSTRUCTION PLANS
NOVEMBER 17, 2017

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PROJECT: GOODRICH TO MAGNOLIA
JEFFERSON COUNTY
PORT NECHES, TX 77651
PROJECT CODE: MED003

TITLE: FIBER OPTIC CABLE ROUTE PLAN

DRAWN GXT/MK
APPV
SHEETS 011 OF 011
DWG NO. MED003-GOODRICH-TO MAGNOLIA P-011.DWG
APPROVED ORIGINAL ISSUE 11/17/17
REV -

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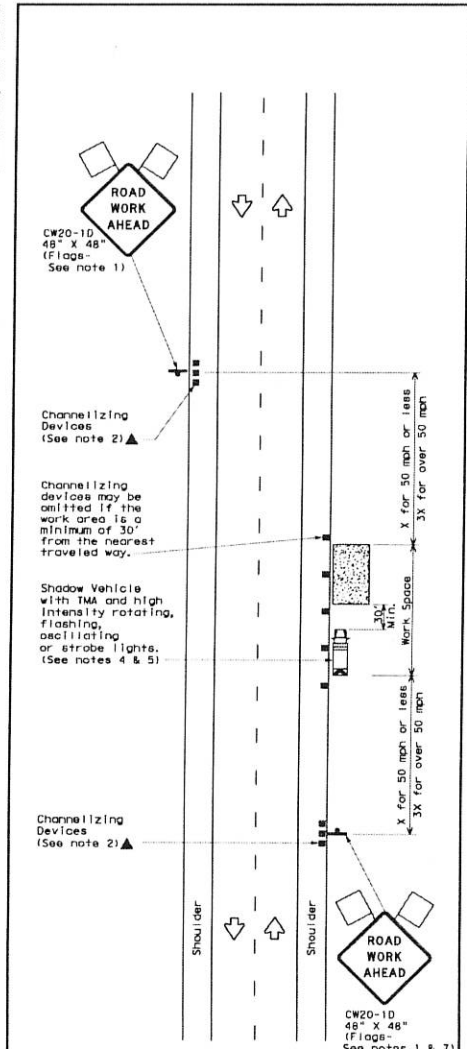
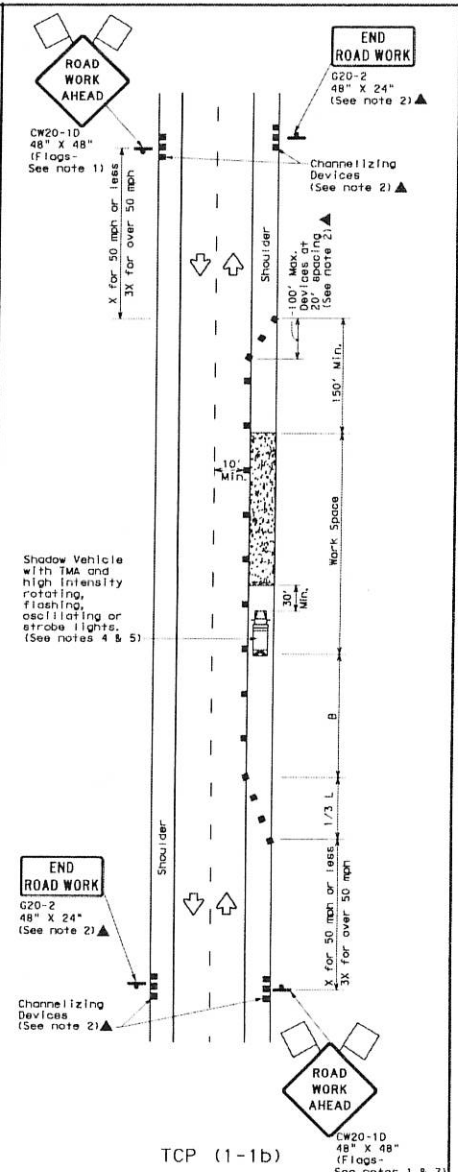
DATE:
FILE:



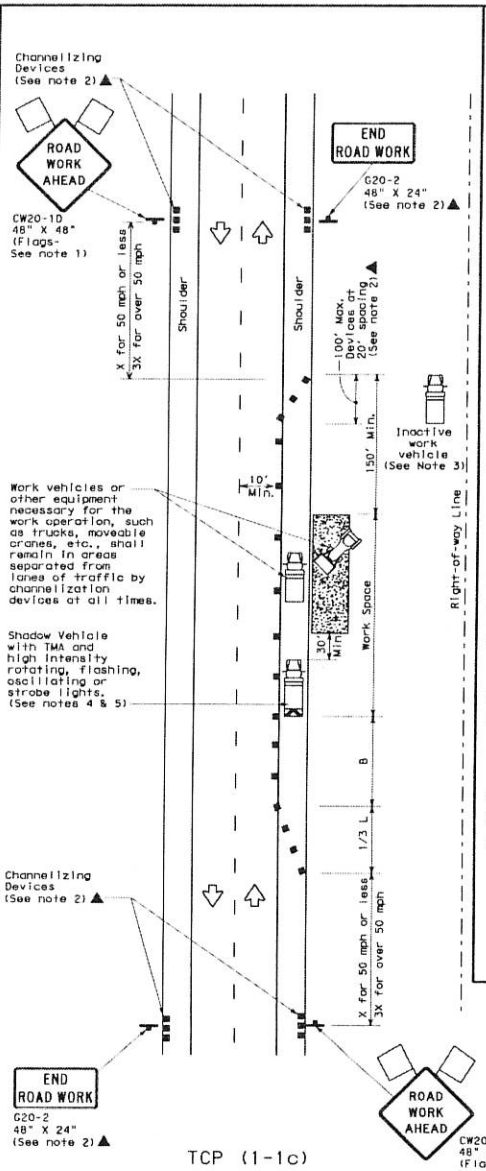
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-12

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REVISIONS	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
2-94 1-12	CONT	SECT	JOB	HIGHWAY
8-95				
1-97	DIST	COUNTY		SHEET NO.
4-98				
ISY				

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DATE:
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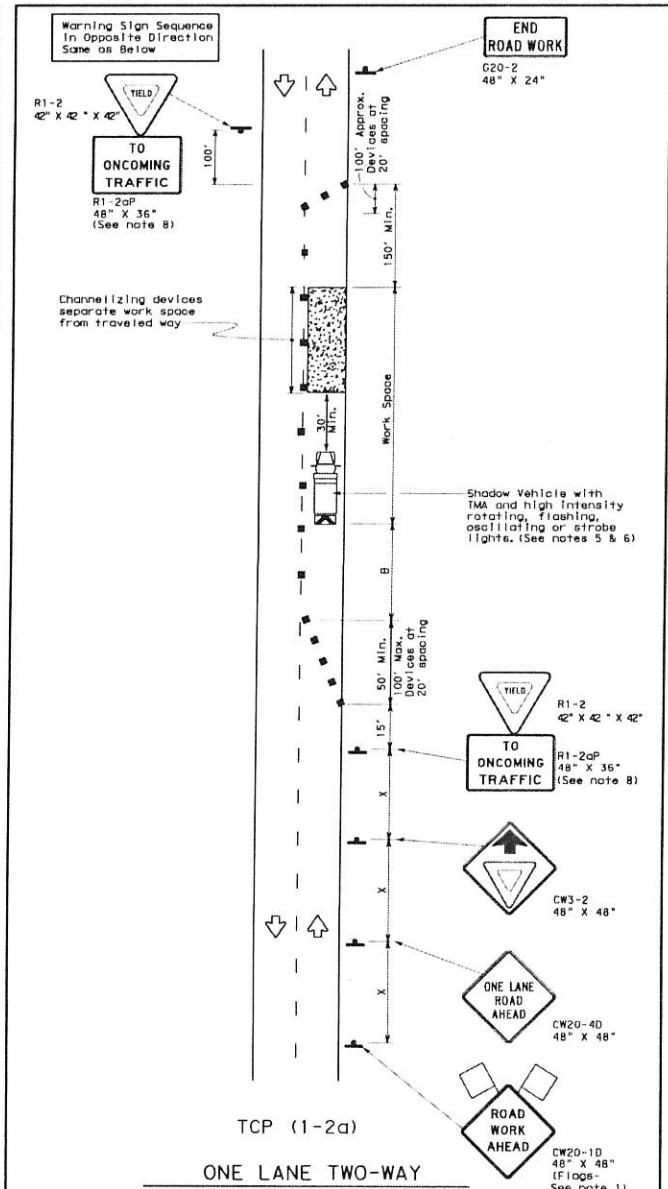
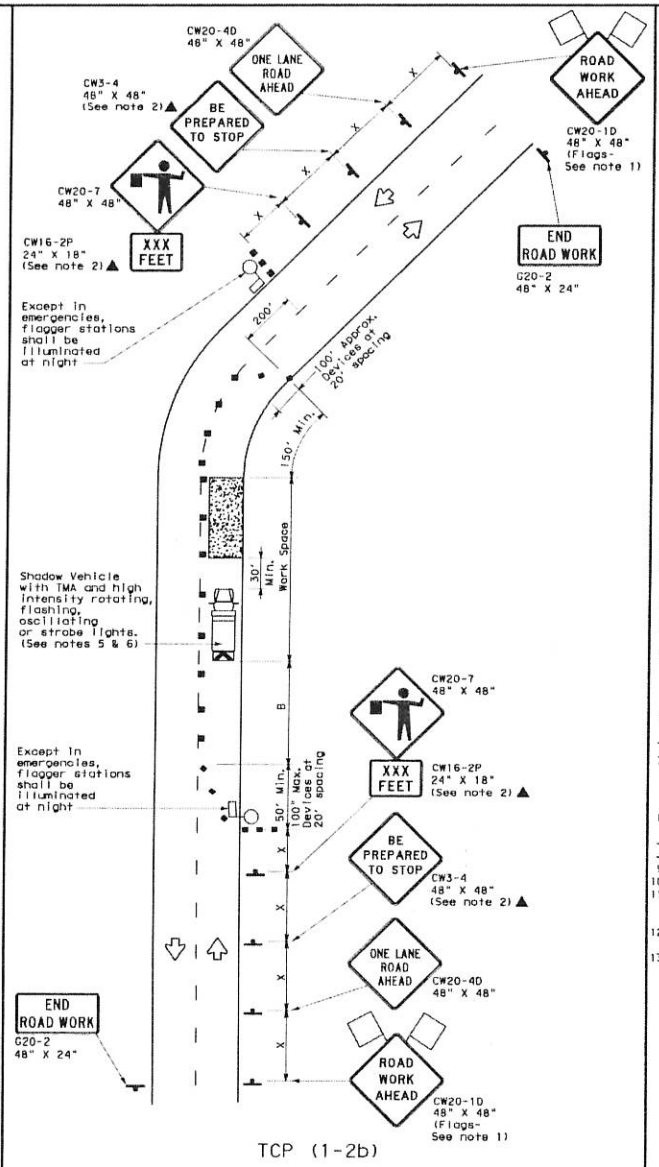


TCP (1-2a)

ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY
CONTROL WITH FLAGGERS

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of the crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the centerline may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-12

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DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.

REVISIONS
4-90 1-12
2-94
1-97
4-98

AGENDA ITEM **December 4, 2017**

Consider, possibly approve and authorize the County Judge to execute an Affiliation Agreement between Jefferson County and Lamar Institute of Technology for the education of Pharmacy Technician Students. (This is a renewal of the existing agreement.)

AFFILIATION AGREEMENT

AN AGREEMENT FOR THE USE OF CLINICAL FACILITIES FOR THE EDUCATION OF PHARMACY TECHNICIAN STUDENTS

Between

LAMAR INSTITUTE OF TECHNOLOGY

and

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

CONTENT

I. AGREEMENT

II. LAMAR INSTITUTE of TECHNOLOGY

III. CLINICAL AFFILIATE RESPONSIBILITY

IV. TERMS OF AGREEMENT

AFFILIATION AGREEMENT
between
LAMAR INSTITUTE OF TECHNOLOGY
and
JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

This AGREEMENT ("Agreement") is made and entered into by and between Lamar Institute of Technology, Beaumont, Texas by for and on behalf of the Department of Allied Health and Sciences ("College,") and Jefferson County Public Health Department ("Clinical Affiliate"), a healthcare provider, with an office located at 1295 Pearl Street, Beaumont, TX, 77701. It is acknowledged and agreed that this agreement will become effective as of the date of the last signature of a party hereto.

NOW, THEREFORE, in consideration for mutual covenants and conditions contained in this Agreement, to facilitate training of Pharmacy Technician students, the parties agree as follows:

A. IT IS MUTUALLY AGREED BY THE COLLEGE AND CLINICAL AFFILIATE THAT:

1. The educational program and curricula of the College is and shall be the responsibility of, and shall be carried out under the direction of personnel of the College.

2. Whereas the Clinical Affiliate recognizes the need for the educational development of students and as matter of courtesy will cooperate with the College and student in such training.

3. It is mutually agreed that the provision and supervision of patient/client care or services is the responsibility of, and shall be carried out under the direction of personnel of the Clinical Affiliate. The Clinical Affiliate agrees to provide students admission to the program and to provide equipment, supplies and other resources which are available.

4. It is mutually agreed that clinical experiences for students enrolled in the pharmacy technician program of the College will be provided at the Clinical Affiliate and the College will designate, in writing, a contact person to regularly communicate with the Clinical Affiliate regarding routine operational matters described herein.

5. It is mutually agreed that College faculty will select and assign students for learning experiences and will further provide for teaching, evaluation, overall supervision, and record keeping of students. The College shall cooperate with the Clinical Affiliate to establish rotations for students. Faculty members, students and the College will adhere to all policies of the Clinical Affiliate and will assume responsibility for student's adherence to those policies.

6. It is mutually agreed that the College does not, and will not, discriminate against any student, employee, or applicant for registration or employment because of disability, race, religion, sex, color, creed, marital status, age, or national origin.

7. It is mutually agreed that the period of assignment, and the number and distribution of students among divisions of the Clinical Affiliate will be determined by representatives of the College and the Clinical Affiliate. The College shall be ultimately responsible for program admissions, administration, matriculation requirements, curriculum planning and accreditation requirements and student assignments. The College will be responsible for all final assessments of each student's clinical and academic performance and the assignment of final grades.

8. The Clinical Affiliate reserves the right to dismiss any student from its premises and otherwise terminate this agreement at any time and for any or not reason without notice and without recourse by the student, Faculty or College.

9. It is mutually agreed that representatives of the College and Clinical Affiliate shall meet as scheduled to discuss issues of mutual concern, and to make such suggestions and changes as are needed. Both parties will share information pertinent to the Affiliation Agreement.

10. It is mutually agreed that the College will comply with all regulatory and accreditation agency standards.

11. In the event a student or College member is exposed to infectious disease, environmental hazard, or sustains any injury or illness in the course of any rotation, the Clinical Affiliate will, with the consent of the student, provide first aid and emergency medical treatment at the site, if such injuries can be appropriately treated on site. If the injury or illness cannot be appropriately treated on site, then the Clinical Affiliate will make arrangements for such individuals to receive appropriate treatment at another facility. The Clinical Affiliate will inform the College of any such injuries and treatment and the student hereby waives all privacy rights as to such circumstances. It is agreed and understood that the student will be solely responsible for paying for any health care and expenses incurred for necessary treatment of the student at another facility during any rotation. The College will provide the Clinical Affiliate evidence of appropriate liability coverage and Personal Health Insurance for each student during each rotation.

12. The parties agree that the sole purpose of this agreement is to facilitate learning for the students and that the Clinical Affiliate is volunteering to participate in this program and that the students will occupy the status of "licensee" as that term is interpreted by Texas law. The students participating in the program shall not be agents, servants or employees of the Clinical Affiliate at any time nor otherwise have any right to or expectation of payment, compensation, remuneration or other material benefit from the Clinical Affiliate.

With regard to any of these general areas of agreement, The College is responsible for, and agrees to:

1. Protect the health and safety of all parties by:

a. Requiring student liability insurance coverage at no cost to the Clinical Affiliate;

b. Requiring an annual health and physical examination at no cost to the Clinical Affiliate;

c. Requiring compliance with the Center for Disease Control, Texas Department of Health, and Clinical Affiliate rules as regarding health, immunizations, safety, dress, and conduct (including for-cause drug screens at no expense to the Clinical Affiliate);

d. Providing, or otherwise arranging for, faculty and student orientation to the Clinical Affiliate, its major policies, rules and regulations.

e. Adequately indoctrinate students to inform them that the Clinical Affiliate shall have sole authority and control over and be responsible for its facilities, personnel and patient care and treatment and other clinical activities at the site, including without limitation any all student clinical activities at the site.

2. Make arrangements with the Client Services Administrator, and specified designates, for clinical learning experiences needed for students prior to each semester. The College representative will provide parties with:

a. Name(s) of students;

b. Name(s) of faculty;

c. Dates, days, times of clinical practice periods will be agreed upon.

3. Assist with or contribute to Clinical Affiliate educational activities when requested.

4. Remove students for academic and /or behavioral misconduct according to the College's Student Code of Conduct per the Clinical Affiliation and the College's Policies.

5. Provide for, arrange and/to encourage Clinical Affiliate personnel participation in selected evaluation programs.

6. The individual student is responsible for equipment damaged or broken due to the student's negligence.

7. College shall require all students, faculty, employees, agents, and representatives of College participating in the Program (collectively "Program Participants") to sign and comply with a Statement of Confidentiality for Health Insurance Portability and Accountability Act (HIPAA) purposes and fully comply with all confidentiality and privacy laws, rules and regulations.

8. Notwithstanding any other provision herein, the governmental immunity, qualified immunity, official immunity and all other immunities and defenses of Clinical Affiliate and its employees and officials shall be unimpaired and in full force and effect at all times. Nothing in this agreement shall constitute a waiver of Clinical Affiliate's or Jefferson County's immunities to suit or liability. The Clinical Affiliate, Jefferson County, its employees, agents and officials shall, at all times, have the benefit of all defenses, immunities, rights and limitations of liability and damages recognized in law including, without limitation, the CPRC Chapter 101, Texas Tort Claims Act.

9. It is further understood and agreed that the students, faculty and College shall be solely liable for any and all damages, injuries, claims, suits and grievances of any student, faculty member or the College and anyone claiming on their behalf arising from the performance or implementation of this agreement. In no event shall the Clinical Affiliate or Jefferson County or any of its employees, agents or officials ever have any liability hereunder the fullest extent allow under law for such claims.

The Clinical Affiliate is responsible for, and agrees to:

1. Permit the use of clinical facilities by students enrolled in the Department of Allied Health and Sciences, Pharmacy Technician Program for the purpose of clinical education.

2. Provide, to the extent reasonable, conference rooms for student education, and locker rooms or other secure space for faculty and students to store coats, books, etc., while on duty.

3. Allow students and faculty reasonable and supervised access to, and use of, facilities maintained by the Clinical Affiliate following their specific policies, fees or charges, such as Library and Cafeteria.

4. Charge no fees for clinical laboratory practice.

5. Legal responsibility for the performance of students during the program shall be and remain solely with student, Faculty and College and never with the Clinical Affiliate or Jefferson County. It is understood and agreed that the Clinical Affiliate will be under no obligation to compensate any student for any services rendered by the student during this training.

DISPUTE RESOLUTION

Should any dispute arise between the parties, the parties agree to use all reasonable efforts to resolve same amicably and, if necessary, agree to submit to mediation. All disputes in which litigation is required will be litigated in a court of competent jurisdiction in Jefferson County, Texas according to Texas Law.

TERMS OF AGREEMENT:

Unless terminated earlier, this agreement shall be effective for the period beginning the Effective Date for the term of one (1) year commencing upon the Effective Date of October 9, 2017 through October 8, 2018. This agreement will automatically renew unless terminated as provided hereinabove.

By: **Program Director**

Pharmacy Technician

_____ **Date** 10/18/17

Lamar Institute of Technology

Department Chair, Allied Health and Sciences

_____ Date 10/18/17

By: Clinical Affiliate, Chief Administrator

_____ Date: _____

Vice President of Academic Affairs

Melissa Amentor **Date** 10-19-17

Dr. Lonnie L. Howard
President, Lamar Institute of Technology

Lonnie Howard **Date** 25 Oct 17

_____ Date 12-04-2017

Judge Jeff R. Branick
Jefferson County Judge

Loma George

From: Kathleen Kennedy <kkennedy@co.jefferson.tx.us>
Sent: Monday, November 27, 2017 12:05 PM
To: Loma George
Cc: kkennedy@co.jefferson.tx.us; fjackson@co.jefferson.tx.us
Subject: Agenda item Thursday November 30

Loma,

Please add this to the agenda for this Thursday, November 30th.

DISTRICT ATTORNEY

Consider and possibly approve and ratify out-of-state travel for Investigator Marcelo Molfino. Investigator Molfino will be attending the Berla training to be certified in operating the Berla system for use in the District Attorney's Office and will assist all area law enforcement agencies. This training will be conducted in Kansas City, Missouri from December 3-8, 2017. This trip is of no cost to the County as it will be funded through the District Attorney's Forfeiture Account and such use of funds is allowed by Chapter 59 of the Texas Code of Criminal Procedure.

Kathleen M. Kennedy
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Jefferson County District Attorney's Office
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409-835-8550 (main)
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The College of the State Bar of Texas
Professionalism Through Education

Special, December 04, 2017

There being no further business to come before the Court at this time, same is now here adjourned on this date, December 04, 2017