

Brazoria County, Texas Disaster Debris Management Plan

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This report has been prepared for the use of the client for the specific purposes identified in the report. The conclusions, observations, and recommendations contained herein attributed Beck Disaster Recovery, Inc. (BDR) constitute the opinions of BDR. To the extent that statements, information, and opinions provided by the client or others have been used in the preparation of this report, BDR has relied upon the same to be accurate, and for which no assurances are intended and no representations or warranties are made. BDR makes no certification and gives no assurances except as explicitly set forth in this report.

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ACRONYMS AND DEFINITIONS

44 CFR	Title 44 of the Code of Federal Regulations
BDR	Beck Disaster Recovery, Inc.
C&D	Construction and Demolition
County	Brazoria County
CY	Cubic Yards
DMS	Debris Management Site
DSG	Disaster Specific Guidance
EOC	Emergency Operations Center
EPA	Environmental Protection Agency
ER Program	Emergency Relief Program
FEMA	Federal Emergency Management Agency
FEMA 325	Debris Management Guide – FEMA Publication 325
FHWA	Federal Highway Administration
GIS	Geographic Information Systems
GLO	General Land Office
GPS	Global Positioning System
Handbook	FEMA Applicant Handbook
HHA	Hold Harmless Agreement
HHW	Household Hazardous Waste
OSHA	Occupational Safety and Health Administration
PA	Public Assistance
PAO	Public Assistance Officer
PIO	Public Information Officer
PPE	Personal Protective Equipment
Plan	Disaster Debris Management Plan
PW	Project Worksheets
QA/QC	Quality Assurance/Quality Control
RCRA	Resource Conservation and Recovery Act
ROE	Right-of-Entry
ROW	Right-of-Way
Stafford Act	Robert T. Stafford Disaster Relief and Emergency

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	Assistance Act
State	State of Texas
TAHC	Texas Animal Health Commission
TCEQ	Texas Commission on Environmental Quality
TDEM	Texas Division of Emergency Management
TxDOT	Texas Department of Transportation
USACE	United States Army Corps of Engineers
USDA	United State Department of Agriculture

Applicant – State agency, local government or eligible private nonprofit organization that intends to apply for Federal Emergency Management Agency (FEMA) Public Assistance (PA) grants.

Code of Federal Regulations: Title 44 – Emergency Management and Assistance – The Code of Federal Regulations – Title 44 – Emergency Management and Assistance (44 CFR) provides procedural requirements for the PA Program operations. These regulations are designed to implement a statute based upon FEMA’s interpretation of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). They govern the PA Program and outline program procedures, eligibility and funding

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

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

Debris Removal Contractor – The debris removal contractor is contracted by Brazoria County (County) to remove and dispose of debris that is a result of a severe debris-generating event.

Disaster Specific Guidance – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to along with their numerical identification.

FEMA Publication 322 – Public Assistance Guide – This document provides a general overview of the FEMA PA Program protocol immediately following a disaster. The PA Program provides the basis for the federal/local cost-sharing

program. This document specifically describes the entities eligible for reimbursement under the PA Program, the documentation necessary to ensure reimbursement, and any special considerations that local governments should be aware of to maximize eligible activities.

FEMA Publication 323 – Applicant Handbook – The Applicant Handbook (Handbook) is the official “how to” for local governments who are considering applying for reimbursement following a disaster through the PA Program. The Handbook provides the rules, procedures and sample documents that local governments need as an applicant to FEMA. The publication is formatted as a step-by-step guide for each phase of the reimbursement process, and identifies what information is critical to ensure reimbursement.

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

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

Hanger – A hanger is a hazardous limb that poses significant threat to the public. The following are the current eligibility requirements for leaning trees according to FEMA Publication 325:

- The limb is greater than two inches in diameter.
- The limb is still hanging in a tree and threatening a public use area.
- The limb is located on improved public property.

Hazardous Stump – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

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

Household Hazardous Waste – The Resource Conservation and Recovery Act defines hazardous wastes as materials that are ignitable, reactive, toxic or corrosive. Examples of household hazardous waste (HHW) include items such as paints, cleaners, pesticides, etc. Due to the nature of hazardous waste, certified technicians

ACRONYMS AND DEFINITIONS

must be used to handle, capture, recycle, reuse and dispose of hazardous waste. The eligibility criteria for HHW are as follows:

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

Leaner – A tree is considered hazardous and defined as a “leaner” when the tree's present state is caused by a disaster, the tree poses a significant threat to the public, and the tree is six inches in diameter or greater as measured two feet from the ground or at chest height. According to FEMA Publication 325, the following are current eligibility requirements for leaning trees:

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

Monitoring Firm – The monitoring firm is an organization under contract with the County to monitor debris removal operations. The monitoring firm ensures the debris removal contractor is working within the scope of work contracted by the County, and documents debris removal operations.

Robert T. Stafford Disaster Relief and Emergency Assistance Act – This act provides the authorization of the PA Program. The fundamental provisions of this act are as follows:

- Assigns FEMA the authority to administer federal disaster assistance
- Defines the extent of coverage and eligibility criteria of the major disaster assistance programs
- Authorizes grants to the states
- Defines the minimum federal cost-sharing levels

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

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

White Goods – As outlined in FEMA Publication 325, white goods are defined as discarded 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 certified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

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

Section 1

INTRODUCTION

Authority

This Brazoria County (County) Disaster Debris Management Plan (Plan) is developed, promulgated and maintained under the following county, state, and federal statutes and regulations:

- Brazoria County Emergency Operations Plan
- Texas statewide mutual aid agreement¹
- Code of Federal Regulations Title 44, Part 200 et seq.

Background

Brazoria County encompasses approximately 1,386 square miles of land and 211 square miles of waterways. Four major state highways run through the County, including SH-6, SH-35, SH-36 and SH-288. As of the 2000 Census, there is an estimated population of 82,000, with an estimated 49,000 households in unincorporated Brazoria County. The County Seat is the City of Angleton, and the largest city is the City of Pearland. The coastal geographic location of the County makes it extremely susceptible to hurricanes, tornadoes, flooding and thunderstorms.

On September 13, 2008, Hurricane Ike made landfall just east of Galveston as a Category Two storm, heavily impacting the region, including Brazoria County. Although at 110 miles per hour the winds of Hurricane Ike were normal for a Category Two storm, the storm surge was much greater, equaling that of a Category Four storm. The storm surge from Ike reached as far as 14 miles inland in Brazoria County. During the months that followed landfall, the County collected 67,878 cubic yards (CY) of debris at four separate DMS. The County's contractors also collected 62,587 CY, bringing the total amount of debris processed in unincorporated Brazoria County to 130,465 CY. To date, Hurricane Ike property damage losses nationwide are estimated at 24 billion dollars, making Ike the third most expensive hurricane to impact the United States, following Hurricane Andrew in 1992 and Hurricane Katrina in 2005.

These recent events serve as reminders of how vulnerable the County is to devastating incidents that have the potential to cause massive destruction and generate a large amount of debris. Because of these vulnerabilities, it is extremely important to establish a working plan to quickly and effectively respond to future debris-generating events.

¹ Senate Bill 11 – 80th(R) Legislative Session

Purposes of the Plan

The County approved the preparation of this Plan in order to better respond to subsequent emergency debris removal situations. The purpose of this Plan is to outline the components critical to the success of a debris removal operation within the County. This Plan provides key information that will help the County coordinate and effectively manage a turn-key debris removal effort should the County be affected by a major debris-generating event. Central to the success of debris removal operations is the County's understanding of the following elements prior to a debris-generating event:

- The parties involved and their roles and responsibilities with regard to the debris removal operation
- The rules, regulations and guidelines enacted by the Federal Emergency Management Agency (FEMA) and other agencies governing debris removal
- The process of collecting debris
- The disposal of debris, including where the debris will be staged for reduction and/or hauled to final disposal

General Approach and Assumptions

This Plan provides a coordinated response blueprint for the County. To assist the County in expeditiously recovering from a debris-generating event, the approach of this Plan will be to outline pre-event preparations during times of normalcy, operations immediately prior to a known disaster threat, operations following the disaster event, and demobilization and close-out following completion of debris removal efforts.

With regard to debris removal efforts, this Plan assumes the following:

- The recovery and response will be to a National Oceanic and Atmospheric Agency classified major hurricane (e.g., Category Three tropical system or greater; see Table 1-1 below) affecting the County.
- The County will operate under the current Public Assistance (PA) Program guidelines for reimbursement as described in the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). The County should re-evaluate this Plan should significant changes to the PA Program occur.
- In the event of a debris-generating incident exceeding the County's ability to manage internally, the County will activate one or more of its pre-positioned debris removal contractors.
- In the event of a debris-generating incident exceeding the County's ability to manage internally, the County will activate its pre-positioned monitoring firm.
- If warranted, the State will request federal assistance from FEMA.

Table 1-1
Saffir-Simpson Hurricane Wind Scale²

Category	Winds (MPH)	Damage
1	74-95	Minimal – Damaging winds are expected
2	96-110	Moderate – Very strong winds will produce widespread damage
3	111-130	Extensive – Dangerous winds will cause extensive damage
4	131-155	Extreme – Extremely dangerous winds causing devastating damage are expected
5	>155	Catastrophic – Catastrophic damage is expected

² Earlier versions of this scale - known as the Saffir-Simpson Hurricane Scale - incorporated central pressure and storm surge as components of the categories. To help reduce public confusion about the impacts associated with the various hurricane categories as well as to provide a more scientifically defensible scale, the storm surge ranges, flooding impact and central pressure statements are being removed from the scale and only peak winds are employed in this revised version - the Saffir-Simpson Hurricane Wind Scale.

Section 2

DEBRIS FORECASTING

Hazard Analysis

The purpose of a hazard analysis is to assess those hazards that have the potential to cause a low to moderate or moderate to high debris-generating event. Hazards with the potential of generating a significant amount of debris have been assessed for the purposes of this plan. The table below rates each hazard by quantifying the possibility of occurrence, the potential to generate debris, and the probability of having regional impacts.

Table 2-1
Hazard Analysis

Event	Nature of Debris ³	Debris Generation Potential ⁴	Regional Debris Impact ⁵
Hurricane/Tropical Storm	Vegetative, construction materials from damaged or destroyed structures and personal property, and sediment	Moderate to High	Low to Moderate
Tornado	Vegetative, construction, materials from damaged or destroyed structures and personal property	High	Low
High Winds	Vegetative, construction materials from damaged or destroyed structures and personal property	Low to Moderate	Low to Moderate
Flood	Sediment, wreckage, personal property, and sometimes hazardous materials deposited on public and private property	Low to Moderate	Low

³ FEMA 325

⁴ Likelihood of a particular event to occur over a period of time. A low probability event is described as an event that may occur every 100 to 500 years, whereas a medium event would be every 50 years, and a high probability event may occur every 10 to 20 years.

⁵ The ability of a particular event to produce debris based upon historical data on each event. High debris generation potential would be an event that generates more than 1,000,000 cubic yards of debris. Medium potential could generate anywhere from 100,000 to one million cubic yards, while low could generate approximately 50,000 to 100,000 cubic yards of debris.

Section 2

Event	Nature of Debris	Debris Generation Potential	Regional Debris Impact
Man-Made	Building materials, hazardous substances, concrete, metals, glass, spoiled foods, charred wood, electrical wires, furnishings, appliances and personal effects	Low to Moderate	Low
Wildfire	Vegetative, construction, materials from damaged or destroyed structures and personal property, and animal carcasses	Low to Moderate	Low

Historical Data

When considering the quantities of debris that could be generated by a disaster that significantly impacts structures, it is important to review relevant statistics from events of the recent past. Research conducted on several events over the past 20 years provides guidance on estimating the impact a disaster could have on Brazoria County. Table 2-2 provides an overview of several events and the estimated debris quantities or damages inflicted by each.

Table 2-2
Historical Disaster Data

Location	Disaster	Estimated Population ⁶	Impact/Debris Quantities
San Francisco, CA	1989 Loma Prieta Earthquake	776,000	414 single family homes destroyed 18,000 single family homes damaged
Polk County, FL	1995 Hurricane Erin	484,000	Estimated \$2 million in property damages
New York, NY	2001 World Trade Center	8,000,000	1.46 million tons C&D debris
Osceola County, FL	2004 Hurricane Charley	484,000	1.14 million CY vegetative debris 98,000 CY C&D debris
Escambia County, FL	2004 Hurricane Ivan	295,000	6 million CY vegetative debris 1 million CY C&D debris
Lake County, FL	2007 Groundhog Day Tornadoes	211,000	118,000 CY vegetative debris 30,000 CY C&D debris
Hidalgo County, TX	2008 Hurricane Dolly	569,000	450,000 CY vegetative debris 44,000 CY mixed debris 170 CY C&D debris

⁶ U.S. Census Bureau, 2000.

Location	Disaster	Estimated Population ⁶	Impact/Debris Quantities
Fort Bend County, TX	2008 Hurricane Ike	532,000	508,850 CY vegetative debris 15,359 CY C&D debris
Brazoria County, TX	2008 Hurricane Ike	82,000 (unincorporated county)	130,465 CY vegetative debris

Although a destructive earthquake or terrorism event is unlikely in the County, the impacts of these events are so devastating that such catastrophes should be considered to ensure an all-hazards approach to debris management planning.

Debris Volume Estimate

During the hurricane season of 2008, the County collected 130,465 CY of vegetative debris. While the County did not experience the effects of a storm above Category Two, it is important to understand the vulnerability of the County and the amount of damage that could be caused by a more powerful storm.

For planning purposes, this Plan will be based on debris volumes generated by a Category Three tropical system; however, the guidance that follows will apply to all debris-generating events that may affect the County.

Based on the United States Army Corps of Engineers (USACE) Debris Estimating Model, a Category Three tropical system—particularly a tropical system making landfall immediately west of the County—could generate up to one million CY of debris, as shown in Table 2-3. Table 2-3 also contains a breakdown of the debris estimate in CY for each of the five categories of tropical systems, as well as the respective DMS acreage requirement needed to support debris removal and reduction operations.

Table 2-3
Debris Volume and Debris Management Site Acreage Requirement by Category⁷

Strength	Cubic Yards	Acreage
Category 1	110,000	11
Category 2	430,000	44
Category 3	1,400,000	144
Category 4	2,700,000	278
Category 5	4,310,000	443

⁷ See Appendix C for detailed Category models.

Section 3

ROLES AND RESPONSIBILITIES

Administration and Logistics

All County departments and agencies will maintain records of personnel, equipment and material resources used to comply with this Plan. Such documentation will then be used to support reimbursement from any state or federal assistance that may be requested or required.

During the implementation of this Plan, all County departments and agencies supporting debris operations will ensure 12-hour staffing capability, if the emergency or disaster requires, or as directed by the Debris Coordinator. For the purposes of this plan, the Assistant County Engineer will serve as the Debris Coordinator.

The Engineering Department is responsible for the annual review of this Plan. It will be the responsibility of each tasked department and agency to update its respective portion of the Plan; ensure any limitations or shortfalls are identified and documented; and develop work-around procedures, if necessary.

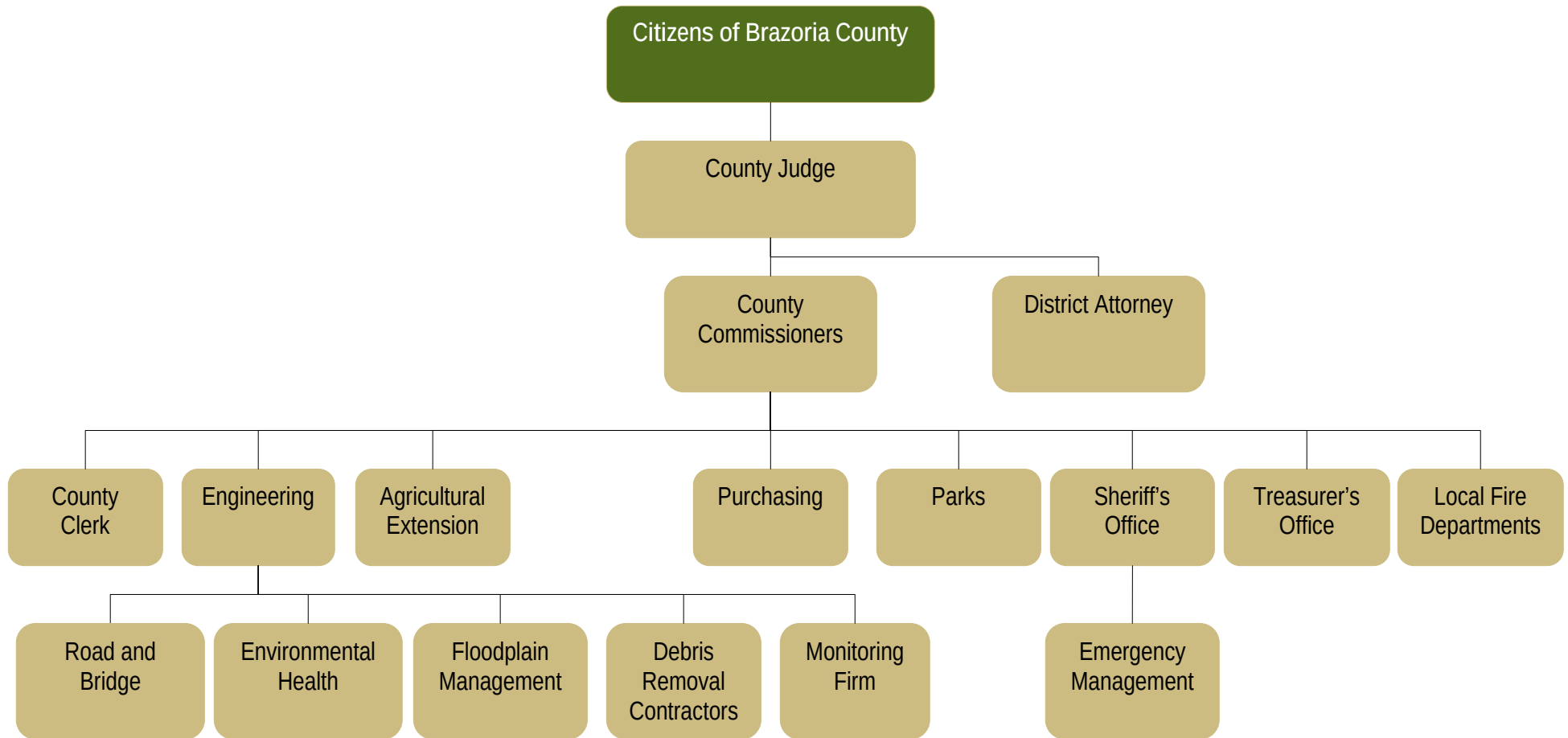
The review will consider changes in each of the following:

- Mission
- Concept of operations
- Organization
- Responsibility
- Desired contracts
- Pre-positioned contracts
- Priorities

Lead Departments/Divisions

In order to prevent the duplication of effort following a disaster, the roles and responsibilities of County departments, as they relate to debris removal and management, must be clearly defined prior to a disaster event. The purpose of this section is to outline the roles and responsibilities various County departments will fulfill before, during and after a debris removal operation. The organizational structure for debris management is illustrated in Figure 3-1. The purpose of this organizational chart is to further clarify roles and facilitate communication following a disaster event.

Figure 3-1
County Organizational Chart



Lead Agencies

The County Judge, supported by the Engineering Department, will have primary responsibility for leading and overseeing debris removal and management operations. The County Judge and Engineering Department's unique role in managing the debris cleanup process is summarized below.

County Judge

The County Judge is the highest authority in the County and is responsible for the day-to-day management of Brazoria County. Upon receiving recommendations from the Engineering Department, the County Judge will call for the initiation of debris removal operations, as necessary. The County Judge will provide elected officials and the public with information regarding the progress of the debris removal effort, and will carry out County policies in accordance with State law.

Engineering Department

Following a disaster, the Engineering Department will be the lead department responsible for coordinating with external agencies such as the State and federal government regarding debris removal. Responsibilities of the Engineering Department include, but are not limited to, the following:

- Obtaining DMS approval
- Maintaining responsibility of contractor work and payments
- Assisting the Treasurer's Office in Project Worksheet (PW) development following a disaster
- Assisting in debris damage assessments
- Maintaining the road list and geographic information systems (GIS) data related to debris removal operations
- Scheduling all training activities and meetings regarding the issue of debris management
- Coordinating with designated County departments prior to and after an event
- Acting as the County's representative in discussions and meetings with external agencies (e.g., utility companies) regarding debris removal
- Communicating and meeting with various State and federal agencies (e.g., FEMA, the Texas Division of Emergency Management (TDEM) and the Texas Department of Transportation (TxDOT))
- Coordinating with the monitoring firm regarding contractor invoice reconciliation
- Providing the County Judge and the County Commissioners with information regarding the progress of the debris removal effort

Section 3

- Activating monitoring firm and debris removal contractors
- Overseeing all private contractors, including hauling and monitoring firms, through the duration of the cleanup process

Road and Bridge Division

The Road and Bridge Division, in conjunction with the Engineering Department, will lead logistical operations prior to and following a disaster event. The Road and Bridge Division's responsibilities are to facilitate the debris removal, reduction and disposal activities. These activities include, but are not limited to, the following:

- Pre-positioning equipment for emergency roadway clearance prior to a disaster event
- Assisting in emergency roadway clearing activities following a disaster event
- Conducting debris damage assessments of the County following a disaster event
- Assisting in the oversight of all private contractors, including hauling and monitoring firms, through the duration of the cleanup process

Interdepartmental Coordination

With the Engineering Department acting as the lead agency in the cleanup effort, additional County departments will have specific duties to assist in the recovery effort. An account of the primary roles and responsibilities for each department is summarized below.

Agricultural Extension

The Agricultural Extension is generally responsible for providing guidance regarding the preparedness for and response to animal-related emergency situations. During a debris-generating event, the Agricultural Extension will assist in the coordination of cattle and livestock evacuation. The Agricultural Extension will also coordinate with the United States Department of Agriculture (USDA) and the TAHC regarding the disposition of animal carcasses. In addition, the Agricultural Extension will provide consulting assistance regarding DMS reclamation.

County Clerk

The County Clerk is the custodian of County records, including Commissioner's Court minutes, resolutions, ordinances, contracts and other documents vital to the history of the County. The approval or signature of the County Clerk will be required for various documents throughout the debris removal operation.

County Commissioners

The County Commissioners are generally responsible for all legislative and governing activities of the County and are the community's decision makers. The approval or signature of the County Judge or County Commissioners will be required for various documents throughout the debris removal operation.

District Attorney

The District Attorney is responsible for ensuring the legality of all debris removal activities and provides legal advice and representation to the County Commissioners, County Judge, staff, and official boards and commissions of Brazoria County. Specifically, the District Attorney should review all contracts (e.g., Right-of-Entry (ROE), Hold Harmless, Subrogation of Insurance), including any contracts for the use of private land for DMS locations. In addition, the District Attorney will interact with the State Legislature to ensure that the County will receive support during significant incidents that overwhelm County resources.

Emergency Management

Emergency Management is responsible for monitoring potential threats and coordinating the evacuation of citizens in the event of a disaster. Additionally, with the goal of saving lives and protecting property, Emergency Management operates the Emergency Operations Center (EOC) to coordinate and maintain essential County services during an incident.

Environmental Health

Environmental Health provides proactive programs dedicated to protecting the environment, and increasing personal health and safety of County citizens. To ensure these actions can continue to take place during significant emergencies and debris-generating events, the focus is devoted to ensuring that food systems are safe for the general public, nuisances are properly abated, and hazardous waste is not a threat to citizens. Environmental Health will be responsible for providing guidance and enforcing the proper handling of hazardous waste following a debris-generating event.

Floodplain Management

Floodplain Management is responsible for monitoring identified floodplain areas throughout the County. Floodplain Management will assist the Engineering Department with preliminary damage assessments, approve sites for DMS use, and coordinate with the General Land Office (GLO) regarding waterways debris removal.

Parks Department

The Parks Department is responsible for all County parks and facilities. Following a disaster event, the Parks Department may be tasked with assisting in emergency roadway clearing activities and/or debris removal from County properties. County parks may also need to be utilized as storage space for debris clearance equipment. Depending on the availability of DMS locations following a disaster event, the County may need to utilize parks as DMS.

Purchasing Department

The Purchasing Department is generally responsible for the procurement and contracting of equipment and services for the County. Throughout the debris removal operation, it will be the responsibility of the Purchasing Department to coordinate with the Engineering Department regarding PW development.

Sheriff's Office

The Brazoria County Sheriff's Office is responsible for preserving peace and order, preventing and detecting crime, apprehending offenders, and enforcing the law within County limits. Throughout the debris removal operation the Police Department may support security operations at the DMS.

Treasurer's Office

The Treasurer's Office is responsible for the monitoring of all financial systems, accounting, revenue management and fiscal reporting for the County. Throughout the debris removal operation, it will be the responsibility of the Treasurer's Office to coordinate with FEMA and the Engineering Department regarding PW development.

Volunteer Fire Departments

Fire departments throughout the County are largely staffed by volunteer firefighters. These firefighters have several areas of responsibility, including fire suppression, emergency medical services, public fire safety and public education. In case of emergency at a DMS, dial 9-1-1 immediately. The call will be routed by emergency dispatch to the nearest available fire department.

Table 3-1
County Departments' Roles and Responsibilities

Department/Division	Primary Roles/Responsibilities
Lead Departments	
County Judge	▪ Calls for the initiation of debris removal operations as necessary based on recommendations from the Engineering Department

ROLES AND RESPONSIBILITIES

Department/Division	Primary Roles/Responsibilities
	▪ Provides elected officials and the public with information regarding the progress of the debris removal effort ▪ Carries out the County policies in accordance with State law
Engineering	▪ Obtains DMS approval ▪ Maintains responsibility of contractor work and payments ▪ Assists the Treasurer's Office in PW development following a disaster ▪ Assists in debris damage assessments ▪ Maintains the road list and GIS data related to debris removal operations ▪ Schedules all training activities and meetings regarding the issue of debris management ▪ Coordinates with designated County departments prior to and following a disaster event ▪ Acts as the County's representative in discussions and meetings with external agencies, including various State and federal agencies ▪ Primary contact for debris monitoring firm with regard to contractor invoice reconciliation ▪ Provides the County Judge and the County Commissioners with information regarding the progress of the debris removal effort ▪ Activates monitoring firm and debris removal contractors ▪ Pre-positions equipment for emergency roadway clearance prior to a disaster event, if possible ▪ Conducts damage assessments of the County following a disaster event ▪ Oversees all private contractors through the duration of the cleanup process
Road and Bridge	▪ Pre-positions equipment for emergency roadway clearance prior to a disaster event, if possible ▪ Assists in emergency roadway clearance following an event ▪ Conducts damage assessments of the County following a disaster event ▪ Oversees all private contractors throughout the duration of the cleanup process
Interdepartmental Coordination	
Agricultural Extension	▪ Provides guidance regarding the preparedness for and response to animal-related emergency situations ▪ Assists in the coordination of cattle and livestock

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Department/Division	Primary Roles/Responsibilities
	evacuation ▪ Coordinates with the USDA and TAHC regarding the disposition of animal carcasses ▪ Provides consulting assistance regarding DMS reclamation
County Clerk	▪ Maintains documents vital to the history of the County, including Commissioner's Court minutes, resolutions, ordinances, contracts and other documents ▪ Responsible for the approval of contracts when necessary
County Commissioners	▪ Responsible for all legislative and governing activities of the County ▪ Serve as the community's decision makers ▪ Responsible for the approval of contracts when necessary
District Attorney	▪ Responsible for ensuring the legality of all debris removal activities ▪ Interacts with State Legislature to ensure the County will receive support during significant incidents
Emergency Management	▪ Monitors potential threats that could affect the County ▪ Coordinates the evacuation of County citizen during a disaster ▪ Manages the EOC during incidents
Environmental Health	▪ Protects the environment and increases personal health and safety ▪ During significant events, ensures food systems are safe, nuisances are properly abated, and hazardous waste is not a threat to citizens ▪ Enforces proper handling of hazardous waste following an event
Floodplain Management	▪ Monitors identified floodplains throughout the County ▪ Assists with preliminary damage assessments ▪ Approves sites for DMS use ▪ Coordinates with the GLO regarding waterways debris removal
Parks	▪ Assists in emergency roadway clearing following a disaster event, as needed ▪ Oversees debris removal from County parks
Purchasing	▪ Responsible for the procurement and contracting of equipment and services for the County ▪ Coordinates with the Engineering Department regarding PW development

Department/Division	Primary Roles/Responsibilities
Sheriff's Office	Assists in security at the DMS
Treasurer's Office	- Responsible for all financial systems, accounting, revenue management and fiscal reporting - Primary contact for FEMA with regard to PW development
Volunteer Fire Departments	Responsible for suppression of fire at DMS

Other Agencies

Following a disaster event, federal, local and other external agencies will have some level of involvement in the County's debris removal and management efforts. Table 3-2 summarizes the roles and responsibilities of outside agencies during the debris removal process. Representatives from these groups should be contacted annually so that the County is aware of any changes as they relate to debris removal. Additionally, in the event of a disaster, some or all of the agencies listed below may require weekly or bi-weekly meetings to be held in order to update the agencies on the progress of debris cleanup.

Federal Emergency Management Agency

Representatives from FEMA will be on-site during the response and recovery phases of the debris management cycle. FEMA staff will provide guidance to the County regarding debris eligibility and the FEMA reimbursement process. FEMA's primary role will be in the development of PWs for the County's debris cleanup operations. In addition, their staff will be on-site to oversee any ROE private property cleanup, should this be declared in the County.

Federal Highway Administration

The Federal Highway Administration (FHWA) is responsible for the funding of debris clearance and removal on federal aid highways through the Emergency Relief (ER) Program.

General Land Office

The General Land Office (GLO) is the lead agency responsible for coordinating with the County regarding debris removal from publicly owned beaches and State owned submerged lands.

Natural Resources Conservation Service

The Natural Resources Conservation Service, through the Emergency Watershed Protection (EWP) program, provides assistance in debris cleanup for runoff retardation

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or soil erosion prevention that causes impairment in watershed and is an imminent threat to life or property.

Texas Animal Health Commission

The Texas Animal Health Commission (TAHC) is responsible for coordinating with the County and the United States Department of Agriculture (USDA) regarding the disposition of dead animals.

Texas Commission on Environmental Quality

Texas Commission on Environmental Quality representatives will be involved in all phases of DMS selection, closure and environmental input. TCEQ approval is required for all DMS locations. The County may notify TCEQ regarding potential DMS locations in order to obtain pre-approval for the use of these sites in the event of a tornado or other debris-generating event.

Texas Department of State Health Services

The Texas Department of State Health Services (TDSHS) is the lead agency responsible for providing assistance with health and safety issues pertaining to debris removal and disposal operations.

Texas Department of Transportation

The Texas Department of Transportation (TxDOT) is responsible for emergency road clearing activities immediately after a natural disaster, in addition to and the “first pass” of debris removal on all State and federal roads within the County.

Texas Division of Emergency Management

The Texas Division of Emergency Management (TDEM) is the lead agency responsible for statewide emergency management planning and operations. During the recovery phase of a disaster, TDEM will act as the State auditor of PWs and associated documentation.

Texas Forest Service

The Texas Forest Service (TFS) is the lead agency responsible for providing guidance and approval for the open burning of vegetative debris.

Texas Historical Commission

The Texas Historical Commission (THC) reviews post-event DMS applications to ensure compliance with Title 36 of the Code of Federal Regulations and State historic preservation regulations.

Table 3-2
Other Agencies' Roles and Responsibilities Table

Agency	Primary Roles/Responsibilities
Federal Emergency Management Agency	Provides assistance to eligible applicants in debris removal efforts from public and private property following a Presidential Disaster Declaration
Federal Highway Administration	Responsible for the funding of debris clearance and removal on federal aid highways (Note: FHWA will reimburse for first pass of debris removal on federal aid highways.)
General Land Office	Acts as the lead agency for debris removal off of publicly owned beaches and State owned submerged lands.
Natural Resource Conservation Service	Provides assistance in debris cleanup for runoff retardation or soil erosion prevention that causes an impairment in watershed and is an imminent threat to life or property
Texas Animal Health Commission	Assistance regarding the disposition of dead animals
Texas Commission on Environmental Quality	- Approves the use of land as DMS - Issues emergency permits for debris incineration, as well as advice on and assistance with debris disposal - Assistance with potential environmental impacts of debris removal and disposal operations - Assists in closure of DMS and verifies remediation of land to original state
Texas Department of State Health Services	Assistance with health and safety issues pertaining to debris removal and disposal operations
Texas Department of Transportation	- Responsible for the design, construction and maintenance of the State of Texas (State) highway system - Acts as the lead agency for emergency roadway debris clearance, removal and disposal efforts along State and federal highways - Acts as the lead agency for State agencies and local governments in need of debris management assistance
Texas Division of Emergency Management	- Primary agency responsible for statewide emergency management planning and operations. - Acts as State auditor during recovery phase for Project Worksheets (PW) and documentation associated with the disaster.

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Agency	Primary Roles/Responsibilities
Texas Forest Service	▪ Provides guidance and approval for the open burning of vegetative debris
Texas Historical Commission	▪ Responsible for review of any historical issues pursuant to Title 36 of the Code of Federal Regulations (36 CFR) Part 800.12 ▪ Review of post-disaster Debris Management Site (DMS) plan applications

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ACTION PLAN

This section provides guidance required for all phases of a debris-generating event. For the purposes of this Plan, the following four phases are discussed: Normal Operations, Pre-Event Preparation, Post-Event Response and Post-Event Recovery.

Normal Operations

Normal Operations is the period of time when the County is not in any serious threat of a disaster event. It is imperative to maintain a constant state of preparedness throughout Normal Operations by reviewing and updating the Plan annually.

The Normal Operations phase is the ideal time for the County to establish and/or review pre-positioned contracts with its monitoring firm and debris removal contractor(s), identify and secure pre-approval from TCEQ for locations to serve as DMS locations, and review current local ordinances and their historical impact on debris removal operations. The Normal Operations period is also the ideal time for the Engineering Department and lead County departments in debris recovery efforts, to re-evaluate the roles and responsibilities of each County department and other involved outside agencies. The purpose of this evaluation is to ensure that all impacted departments, municipalities and external agencies maintain the capacity to fulfill their obligations in a timely and effective manner should a disaster strike the County. Once roles and responsibilities have been re-evaluated, a review and update of the Plan should be conducted annually, prior to hurricane season. Also prior to hurricane season, a pre-season kick-off meeting should be held with the County, their pre-positioned monitoring firm and debris removal contractors. The Normal Operations Checklist is provided in Appendix P.

Normal Operations Checklist

- Update contact lists.
- Evaluate DMS locations.
- Review road list and road maps.
- Establish and maintain pre-positioned contracts.
- Review FEMA guidance.

Update Contact Lists

The Key Personnel and Contact List, provided in Appendix B, should be updated monthly to reflect changes in personnel or contact information.

Evaluate Debris Management Site Locations

Locations identified to serve as DMS following a debris-generating event should be re-evaluated annually to ensure they remain viable candidates for DMS operations. Likewise, additional DMS locations may be identified as the development and landscape of the County progresses over time. A list of potential DMS locations is provided in Appendix D. The County should contact the TCEQ to inquire about the possibility of obtaining pre-approval for DMS locations.

In the event that the County needs to obtain privately-owned land for DMS use, it is in the County's best interest to execute a Memorandum of Agreement (MOA) with the owner. A sample MOA is provided in Appendix H. It is important to note that the District Attorney should review and approve any MOAs on behalf of the County prior to their execution.

Review Road List and Road Maps

Changes or updates relating to road segments and applicable maintenance responsibility amongst local, state and federal agencies are critical for reimbursement through the PA Grant Program and the FHWA ER Program. It is critical that the County reviews and updates road lists and maps annually. Updated and accurate road lists and maps will assist in documenting debris removal operations and thereby assist the County during the reimbursement process. Applicable municipal road maintenance agreements are provided in Appendix L.

Establish and Maintain Pre-Positioned Contracts

During times of normalcy, the County should establish and maintain pre-positioned contracts for debris monitoring and debris removal services. The procurement of such services should be compliant with County procurement practices (see Appendix K for the County's Purchasing Manual and Fixed Asset Policy) and the procurement competition requirements specified in the Code of Federal Regulations – Title 44 – Emergency Management and Assistance (44 CFR) Part 13.36. For additional guidelines regarding procurement, see the FEMA RP9580.201 Fact Sheet: Debris Removal Applicant's Contracting Checklist, available at www.fema.gov.

A requirement of the 2007 FEMA PA Pilot Program is that applicants have at least two pre-qualified debris removal contractors, with documentation to demonstrate how those contractors were selected. See Appendix A for a list of debris removal contractors and monitoring firms that have been pre-positioned by the County.

Appendix N includes additional details regarding the evaluation and selection of the debris removal contractors that have been selected. Executed contracts between the County and the selected debris removal contractors are provided in Appendix O.

Review Federal Emergency Management Agency Guidance

Rules and regulations dictating operational procedures change periodically; the information in the Plan should be updated annually to reflect such changes.

Pre-Event Preparation

The County should begin pre-event preparations when a debris-generating event is moving toward Brazoria County; however, due to the relatively short notice of events with the potential to affect the County, the opportunity to make pre-event preparations is limited. If it is feasible to employ pre-event preparations, key County personnel and representatives of involved outside agencies (see Appendix B), as well as their staffs, should be put on alert and maintain awareness that they may be required to work extended hours in adverse conditions. All relevant parties will be briefed on their specific duties as outlined in Table 3-1.

The availability of pre-selected/pre-approved DMS locations will be evaluated by the Engineering Department. A list of potential DMS locations can be found in Appendix D. Alternate locations will be considered by prioritizing potential alternate sites if one or more pre-approved sites are not available. County representatives should place the pre-positioned monitoring firm and debris removal contractors on stand-by.

Pre-Event Checklist

- Download most recent road list and relevant documents to a backup storage device.
- Alert key personnel and place monitoring firm and debris removal contractors on stand-by.
- Review Plan with key personnel.
- Issue pre-event media press releases.

This checklist of activities to be performed during pre-event preparation is critical in assembling a coordinated response. It is also a valuable tool to ensure that proper steps are taken in a time of extreme duress. The Pre-Event Checklist is also provided in Appendix P.

Download Most Recent Road List and Relevant Documents to a Backup Storage Device

The Engineering Department will acquire and download to a backup storage device (i.e. CD, flash drive, external hard drive) the most recent street list and maps of the County prior to the debris-generating event. Many of the computers and servers that store this information may be unavailable immediately following an event. Having this information on-hand ensures that debris collection operates properly and commences in a timely manner. It is critical that the County provide updates of the road list to their monitoring firm as they become available.

Backup storage devices should be stored at the Engineering Department building and in a safe location outside the projected path of the debris-generating event.

Alert Key Personnel and Place Monitoring Firm and Debris Removal Contractors on Stand-By

Prior to a debris-generating event, County Contacts listed in the Key Personnel and Contact Information list provided in Appendix B should be put on alert. Additionally, the Engineering Department should contact key County personnel via verbal and electronic communication to provide them with the information necessary to begin the response and recovery process.

The County's monitoring firm and debris removal contractors should be notified by the County that their contracts may be activated (see Appendix A for contact information). Discussions with the monitoring firm and debris removal contractors should address the following key issues:

- Availability and amount of assets that will be dedicated to debris removal operations
- Estimated time of mobilization
- Exchange of mobile contact information
- Identification of staging area(s) for truck certification

Review Plan with Key Personnel

Once an initial meeting is scheduled with all of the County's key contacts, the Engineering Department, monitoring firm and debris removal contractors should review the Plan. Once roles are reviewed and agreed upon, the initial meeting should focus on key activities that need to occur immediately following the debris-generating event, including damage assessments and emergency road clearing activities. During the initial meeting, the Health and Safety Strategy located in Appendix J should also be reviewed by the County and modified or appended, as necessary.

Pre-Event Media Press Release

The Engineering Department and the County Public Information Officer will provide the County Judge with a pre-event media press release preparing residents for the potential debris removal operation. The press release should assure the public that the County is prepared and has a plan in place to immediately respond to an event. The press release should also include information on County office closure times/dates. (Note: This should include information regarding regularly scheduled garbage collection versus trash and debris collection, as well as County facilities accepting these items.) In addition, the County should provide information on proper set-out procedures and estimates on when the cleanup process will begin. A draft press release for this scenario is included in Appendix F.

Post-Event Response (70-Hour Push)

The 70-Hour Push encompasses the period of time in which roadways are cleared of scattered debris, leaning trees and other obstructions in roadways for emergency

response vehicles. This operation is reimbursable by FEMA on a time and materials basis. It is critical that all types of equipment and the amount of time the equipment is used are documented accurately and in detail. (Please note that the reimbursement criteria and duration for time and materials work is subject to change following a disaster.)

During this phase, depending on the severity of the event, the Engineering Department should initiate emergency roadway clearing operations. If necessary, the County may request additional resources for emergency road clearance operations from its debris removal contractor. Road clearance priorities are pre-established to allow access to critical public facilities, such as fire stations, police stations, hospitals, shelters, emergency supply centers and other critical facilities. Concurrent to emergency push operations, the County's debris removal contractor should perform necessary preparation work to open DMS locations.

Emergency Road Clearance Priorities

Several roads throughout the County will require priority for emergency road clearance operations. This list was compiled based on many considerations, including size, proximity to adjacent citizen populations, police and fire department locations, and ingress/egress capabilities for the community. Immediate priority will be given to the County's largest major thoroughfares. Emergency road clearance priorities are listed in Appendix M.

Post-Event Response Checklist

The following response checklist is critical in assembling a coordinated response. The checklist is a valuable tool to ensure that proper steps are taken in a time of extreme duress. The Response Checklist is also provided in Appendix P.

- Conduct damage assessment.
- Activate monitoring firm and debris removal contractors.
- Begin emergency roadway debris clearance.
- Begin truck certification.
- Prepare DMS based on concentration of debris.
- Conduct meetings/briefings with key personnel.
- Review debris volume and collection cost assessment.
- Request contact information and meeting with FEMA Public Assistance Officer (PAO).
- Issue media press release.

Conduct Damage Assessment

Damage assessments are necessary to determine the extent and the location of the debris. Windshield surveys of the County should be taken and subsequently used to communicate critically damaged areas to the Engineering Department and assist in prioritizing road clearance efforts. If possible, additional surveys should be conducted by helicopter in order to obtain an aerial view of damaged areas within the County. Oftentimes, helicopter surveys are available through debris removal contractors independently surveying the County to determine asset levels and configuration.

Activate Monitoring Firm and Debris Removal Contractors

The Engineering Department will utilize the damage assessments to determine whether to activate the monitoring firm and debris removal contractors. The Engineering Department should immediately meet with the County Judge to make this determination. Once the monitoring firm and debris removal contractors are activated, each contractor should review an updated street list, debris collection zone maps (see Appendix I) and the Health and Safety Strategy (see Appendix J). The monitoring firm and debris removal contractors should begin logistical coordination and equipment ramp-up immediately upon receiving a Notice to Proceed.

Monitoring Function

Upon activation, the monitoring firm will deploy staff to support truck certification, collection and disposal monitoring functions. The monitoring firm will orient employees with operational procedures and refresh staff with the field training program on current debris removal eligibility, FEMA requirements, County debris removal contract requirements and safety procedures. Collection monitors must carefully document debris collection information to demonstrate eligibility and ensure proper debris removal contractor payments and FEMA reimbursement. The documentation should include the following:

- Applicant name
- Location of debris, including full address and zone
- Time and date of collection
- Name of contractor
- Name and unique employee number of monitor
- Truck certification number
- Truck capacity (disposal site monitor will fill out load call [percentage] information)
- Debris classification
- Disaster declaration number

Debris Removal Contractor Function

Upon activation, the debris removal contractor will mobilize staff and equipment to the event location. Equipment will be certified as required by the monitoring firm. With regard to DMS locations, site preparation—including logistical setup and tower construction—will begin. The contractor will orient subcontractors with operational procedures and refresh staff with current debris removal eligibility, FEMA requirements, County debris removal contract requirements and safety procedures.

Begin Emergency Roadway Debris Clearance

The County should commence road clearance or “cut and toss” activities. These operations should first focus on major arteries leading to storm shelters, hospitals, fire stations, police stations, supply points and other critical locations throughout the County. Emergency road clearance priorities are listed in Appendix M.

It is important to note that “cut and toss” activities in Brazoria County will likely include state highways. The Engineering Department will be responsible for communicating directly with TxDOT throughout this phase, and maintaining proper documentation for PW development.

Begin Truck Certification

Truck certification is the most important function in initiating a debris removal operation. Accuracy and documentation of all measurements is critical. All debris removal trucks hauling debris under a volumetric contract with the County must have their capacity and dimensions measured, sketched, photographed and documented on a truck certification form (see Appendix E). Each debris removal truck will be assigned a unique number for debris tracking and invoice reconciliation purposes. Truck certifications should contain the following:

- Unique truck number
- Driver name
- Driver phone number
- License number, state issued and expiration
- Tag number, state issued and expiration
- Vehicle measurements
- Sketch of the vehicle

Prepare Debris Management Sites Based on Concentration of Debris

Engineering Department staff, the monitoring firm and debris removal contractors will meet to discuss the opening and operation of pre-identified DMS locations. Before DMS preparation begins, the Engineering Department and Floodplain Management will coordinate to obtain DMS approval from the TCEQ. The following items should be taken into consideration when opening and operating DMS:

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Qualification Criteria

- Current availability
- Duration of availability
- Ingress/Egress
- Concentration of debris relative to each site
- Geographic location within the County

Reduction Method

- **Chipping and Grinding** – Using this method, vegetative debris is chipped or ground, typically resulting in a reduction ratio of 4:1. The leftover mulch is either hauled to a final disposal facility or recycled. Chipping and grinding is the County's first choice for debris reduction.
- **Incineration** – The open burning of vegetative debris requires approval from the Division of Forestry. The burning of vegetative debris typically results in a reduction ratio of 20:1. The leftover ash may be hauled to a final disposal facility or be incorporated in a land application.
- **Crushing** – The crushing of vegetative debris is the least effective reduction method and results in a reduction ratio of 2:1. Crushing is an appropriate reduction method for C&D debris that cannot be recycled.

Recycling of Debris

Common recyclable materials that are a result of a debris-generating event include wood waste, metals and concrete. The following are potential uses for each of the materials:

- **Wood Waste** – Vegetative debris that is reduced through chipping or grinding results in leftover mulch. The remaining mulch can be used for agricultural purposes or fuel for industrial heating. For the mulch to be viable in agricultural purposes, the end user typically has a size requirement and requests that mulch is as clean as possible of plastics and dirt.
- **Metals** – Metal debris, such as white goods or aluminum screened porches, can be recycled. Certain metals, such as aluminum and copper, are highly valuable to scrap metal dealers.
- **Concrete** – Concrete, asphalt and other masonry products that may become debris as a result of a debris-generating event, can be crushed and potentially used for road construction projects or as trench backfill.

There is a multitude of information available regarding the recycling and selling of solid waste debris. An example of one such resource is the Recycle Texas Online website (<http://www5.tceq.state.tx.us/rtol/index.cfm?fuseaction=main.BeginSearch>), which is a nonprofit clearinghouse with information regarding the recycling of solid waste. Table 4-1 is a list of possible end users for recyclable debris.

Table 4-1
Recyclable Materials and End Users

Commodity	Market	Name	Contact
Pallets, Architectural Salvage, Electronic Equipment, Scrap Metals	Biomass, Construction and Demolition, Electronics, Glass, Light Bulbs and Fixtures, Metals	E-cycling Systems	13948 Distribution Way Farmers Branch, TX 75234 (800) 694-4918
Wood Waste, Yard Trimmings	Biomass, Paper	GWG Wood Group, Inc.	2797 Millers Ferry Road Ferris, TX 75125 (972) 842-8996
Yard Trimmings, Manure	Biomass	Living Earth Technology Co.	5625 Crawford Road Houston, TX 77041 (713) 466-7360
Natural Fibers, Ash, Fish and Meat By-Products, Wood Waste, Agricultural By-Products	Biomass, Textiles and Leather, Food Waste	Nature's Way Resources	101 Sherbrook Circle Conroe, TX 77385 (936) 273-1655
Bedding, Wood Waste, Yard Trimmings	Biomass	Novus Wood Group LP	5900 Haynesworth Lane Houston, TX 77034 (281) 922-1000
Computers, Electronic Equipment, Food Waste, Scrap Metals, Newspaper, Miscellaneous Plastic	Electronics, EPA Hazardous Waste, Food Waste, Light Bulbs and Fixtures, Metals, Paper, Plastics	Avangard Innovative	11906 Brittmoore Park Drive Houston, TX 77077 (281) 582-0700
Electronic Equipment, Lamps, Batteries, Mercury-Contaminated Materials	Metals, Light Bulbs and Fixtures, Chemicals, Electronics, EPA Hazardous Waste	Environmental Light Recyclers, Inc.	2737 Bryan Avenue Fort Worth, TX 76104 (800) 755-4117
Air Conditioners, Dishwashers, Freezers, Refrigerators, Water Heaters, Clothes Washers and Dryers	White Goods	RML Metals Recycling Company	6207 Bellaire Boulevard Houston, Texas 77081

Debris Management Site Preparation

After a review of the availability and suitability of DMS, the debris removal contractor can begin site preparation. As part of the preparation, baseline data should be

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gathered from the site to document the state of the land before debris is deposited. The following action items are recommended to compile baseline information:

- **Photograph the Site** – Digital photos should be taken to capture the state of the site before debris reduction activities begin. Photos should be updated periodically throughout the project to document the progression of the site.
- **Record Physical Features** – Records should be kept detailing the physical layout and features of the site. Items such as existing structures, fences, landscaping, etc. should be documented in detail.
- **Historical Evaluation** – The past use of the site area should be researched and documented. Issues relating to historical or archeological significance of the site should be cleared with the state historical preservation agency.
- **Sample Soil and Water** – If possible and deemed necessary, soil and groundwater samples will be taken before debris reduction activities commence. Samples will help ensure the site is returned to its original state. Typically soil and groundwater samples should be analyzed for total Resource Conservation and Recovery Act (RCRA) metals, volatile organic compounds, and semi-volatile organic compounds using approved EPA methods.

The Engineering Department and monitoring firm will oversee the debris removal contractor's activities to ensure that they are in compliance with their contractual obligations and environmental standards, and are acting in the best interest of the County and its residents. TCEQ will be contacted to provide final approval under an emergency declaration for the DMS locations.

Disposal Monitoring

The primary function of the monitoring firm is to document the disposal of disaster debris at approved DMS and final disposal locations. Monitors perform quality assurance/quality control (QA/QC) checks on all load tickets and haul-out tickets to ensure that information captured by collection monitors is complete. This QA/QC includes, but is not limited to, the following:

- Inspection of truck placards for authenticity and signs of tampering
- Verification that placard information is documented properly
- Verification that all required fields on the load ticket have been completed

Afterwards, the disposal monitor will document the amount of debris collected by making a judgment call on vehicle fullness—typically on a percentage basis. The percentage documented for each debris removal vehicle is later applied to the calculated CY capacity of the vehicle to determine the amount of debris collected. The disposal monitor's responsibilities include, but are not limited to, the following:

- Completing and physically controlling load tickets
- Ensuring debris removal trucks are accurately credited for their loads
- Ensuring trucks are not artificially loaded

- Ensuring hazardous waste is not mixed in with loads
- Ensuring all debris is removed from the debris removal trucks before exiting the DMS or final disposal site
- Ensuring only debris specified within the County's scope of work is collected

In addition to the responsibilities listed above, final disposal site monitors are also tasked with the following:

- Ensuring all debris is disposed at a properly permitted landfill
- Matching landfill receipts and/or scale house records to haul-out tickets

Conduct Meetings/Briefings with Key Personnel

Coordination meetings and briefings with key personnel should be conducted to update the status of the road clearance efforts, DMS openings, contractor asset ramp-up, and pertinent public information for press releases.

Daily meetings should be held each morning at a location determined by the County and should include key personnel from the County, monitoring firm and debris removal contractors. The purpose of daily meetings is to focus on daily objectives and include a discussion of operational progress and best practices in moving forward. During the meeting the County will also review real time statistics and completion maps that reflect operations through the end of the previous day.

Review Debris Volume and Collection Cost Assessment

The Engineering Department, monitoring firm and debris removal contractors will meet to review the debris volume and collection cost assessment. The topics of discussion in this meeting may include, but are not limited to, the following:

- Amount of debris generated (total CY)
- Type of debris generated (e.g., vegetative, C&D or other miscellaneous debris)
- Number and estimated date of arrival for assets (e.g., trucks, loaders, monitoring personnel)
- Estimated number of DMS locations necessary
- Preliminary scope of debris removal efforts
- Estimated cost of the debris removal efforts

Following this meeting, the County and/or monitoring firm will begin to collect required documentation for the development of FEMA PWs.

Request Contact Information and Meeting with FEMA Public Assistance Officer

This request is made through TDEM.

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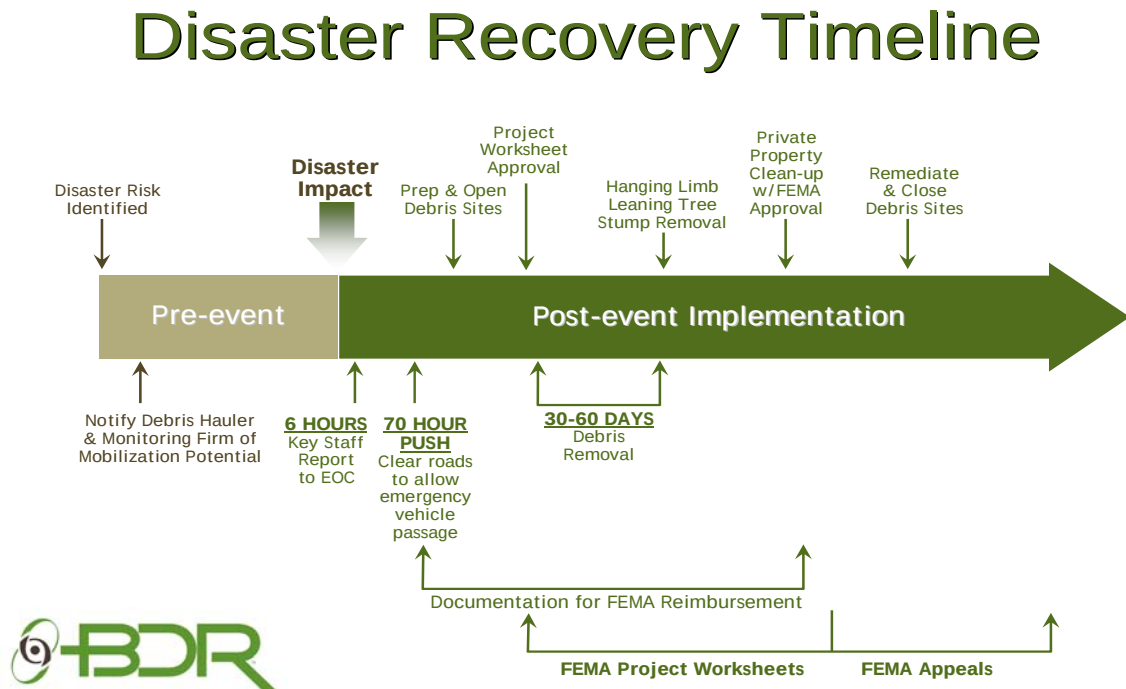
The Engineering Department should immediately request the contact information of the designated FEMA PAO for the disaster. Upon receipt of this information, the County should request a meeting with FEMA PAO. During this meeting the County will:

- Summarize the County's debris removal operations to date
- Review debris and cost estimates for the County
- Review any Disaster Specific Guidance (DSG) documents issued by FEMA
- Examine the County's debris removal plan
- Provide contact information for all County monitoring firm and debris removal contractors and key personnel
- Determine additional information the PAO will need to generate PWs for the County. In order for FEMA to generate a Category A, debris removal and debris monitoring PW, it will require the following information:
 - Copy of the debris removal contractor contract(s)
 - Copy of the debris monitoring firm contract(s)
 - Information on the procurement process of the debris removal and monitoring contracts
 - Address (if available) and global positioning system (GPS) coordinates for all DMS
 - Debris volume and costs estimates (using USACE model and damage assessment reports)
 - Monitoring cost estimate (based on budgeted labor hours)
 - Brief debris removal plan overview

Issue Media Press Release

A press release provided by the Engineering Department and approved by the County Judge should be issued to various media sources or broadcasted over the radio within the first three days following the debris-generating event. The content of the press release should reassure the public that the County is responding to the event and has activated its monitoring firm and debris removal contractors to begin debris removal activities. (Sample press releases are located in Appendix F.)

Figure 4-1
Disaster Recovery Timeline



Post-Event Recovery

For the purpose of debris management, the post-event recovery phase is marked by the debris removal contractor collecting and reducing debris from the public ROW.

Concurrent to the commencement of ROW debris removal operations, the County should evaluate the need for contract debris removal on private property, parks and waterways. As noted in the Disaster Recovery Timeline (Figure 4-1), these specialized debris removal operations typically do not begin until roughly 30 to 60 days following a debris-generating event. Specialized debris removal operations are often governed by DSG and require some level of FEMA pre-validation; however, if the County determines that there is an immediate and imminent threat to public health and safety, these programs can be expedited.

The following Recovery Checklists are critical in expediting and ensuring that proper steps are taken during the debris removal process. The Post-Event Recovery Checklists are also included in Appendix P. The Post-Event Recovery Checklists are subdivided into the following time periods:

- Two Days – Two Weeks
- Two Weeks – One Month
- One Month – Three Months

■ Three Months – Project Completion

Post-Event Recovery Checklist: Two Days – Two Weeks

- Open DMS.
- Prioritize roads/areas.
- Issue press release regarding segregation of debris.
- Begin ROW debris removal.
- Coordinate the removal of animal carcasses.
- Perform parks damage assessment.
- Begin environmental monitoring program of DMS.
- Coordinate with external agencies.
- Initiate discussions with FEMA.
- Obtain FEMA guidance for gated community and private property debris removal.

Open Debris Management Sites

DMS will be opened beginning with sites closest to the most heavily impacted areas of the County. Monitoring towers will be located at the ingress and egress of the DMS. Monitoring towers will be high enough to allow tower monitors to verify the contents of the debris removal trucks.

Prioritize Roads/Areas

After reviewing damage assessments and the concentration of debris within the County, areas that sustained more extensive damage may need to be prioritized, subdivided into smaller work zones, and recorded on the County's GIS data. See Appendix I for Zone Maps.

Issue Press Release Regarding Segregation of Debris

Issue second press release regarding segregation of vegetative, C&D and HHW. Examples are provided in Appendix F.

Begin Right-of-Way Debris Removal

The County should allow the debris removal contractors to proceed with curbside collection. These actions may occur as soon as the 70-hour push is complete. Curbside collection entails residents piling their disaster-related debris along the ROW. It is critical that residents segregate their debris into categories, such as vegetative, C&D, HHW and white goods. This will help prevent the contamination of debris loads and expedite the cleanup process. To assist the County in an "all-hazards

approach” to debris removal efforts, the processes for HHW and white goods debris removal are outlined below.

Household Hazardous Waste Debris Removal

HHW includes gasoline cans, aerosol spray cans, paint, lawn chemicals, batteries, fire extinguishers, fluorescent lamps, household electronics, etc.

The removal of HHW is eligible for FEMA reimbursement if the debris is a result of the debris-generating event and removed is from publicly maintained property and roadways whose maintenance is the responsibility of the County. HHW should be collected separately and disposed of or recycled at a properly permitted facility. Collection of HHW can be conducted internally or contracted out on a unit rate basis. The following action items are recommended to the County with regard to HHW removal:

- Communicate to County residents the eligibility of HHW following an event. It is important that residents separate HHW from other debris, such as vegetative or C&D, to ensure that HHW does not enter the debris stream at DMS locations.
- Decide whether to establish HHW drop-off sites to augment or replace HHW curbside collection. This helps ensure that HHW is properly disposed. Measures should still be taken jointly by the debris removal contractor and the monitoring firm to identify, segregate and dispose of intermingled HHW at DMS locations.
- Depending on the severity of the event, the County may choose to hire a contractor specifically for HHW drop-off site operations.
- Interface with the TCEQ. Describe the HHW collection program and permitted facilities to be used for disposal or recycling.

White Goods Debris Removal

White goods include refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, etc.

White goods debris removal is eligible for FEMA reimbursement if the debris is a result of the debris-generating event and is removed from publicly maintained property and roadways whose maintenance is the responsibility of the County. White goods debris that contains ozone-depleting refrigerants, mercury or compressor oils need to have such materials removed by a certified technician before recycling. All State and federal laws should be followed regarding the final disposal of removed refrigerants, mercury or compressor oils. Collection of white goods can be conducted internally or contracted out on a unit rate basis. The following action items are recommended to the County with regard to white goods removal:

- Communicate the eligibility of white goods (i.e. curbside collection or drop-off site) to County residents following an event. It is important that residents separate white goods from other debris to ensure that white goods are not mixed with C&D or vegetative debris during collection.

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- Immediately following the event, the County will determine a proper course of action for the collection of white goods (i.e. curbside collection or drop-off site.)
- Interface with TCEQ. Describe the white goods collection program and permitted facilities to be used for disposal of recovered refrigerants, mercury or compressor oils.

Bagged Vegetative Debris

Disaster-related vegetative debris that is placed in garage bags along the ROW for collection will be picked-up by the County's Municipal Solid Waste (MSW) collection contractor. The collection of disaster related vegetative debris will follow the same schedule as standard yard trash collection. Following the completion of ROW debris removal, a regression analysis will be used to determine the estimated increase in yard trash collection as compared to previous years. Subsequently, the associated tipping fees related to the increased yard trash resulting from a disaster event can be determined and presented to FEMA as an associated disaster recovery cost.

Bundled Vegetative Debris

Bundled vegetative debris, as described in the County's Garbage and Recycling ordinance, can be placed along the ROW for collection by the County's MSW collection contractor. The collection of disaster-related bundled vegetative debris will follow the same schedule as standard yard trash collection. Following the completion of ROW debris removal, a regression analysis will be used to determine the estimated increase in yard trash collection as compared to previous years. Subsequently, the associated tipping fees related to the increased yard trash resulting from a disaster event can be determined and presented to FEMA as an associated disaster recovery cost.

Load Tickets

For the debris categories outlined above, pre-printed load tickets will be used as reimbursement documentation for the County. An example of a load ticket is located in Appendix E. The top portion of the ticket will be filled out by the collection monitor at the beginning of each load. The address field will be completed when the debris removal contractor has completed work. The collection monitor will also ensure the debris removal contractor is working within the scope of the contract with the County. The load ticket will then be given to the debris removal vehicle driver to turn in to the disposal monitor upon arrival at the DMS or final disposal site. The disposal monitor will complete the remaining portion of the load ticket. The disposal monitor documents the amount of debris collected by making a judgment call reflecting the vehicle's fullness—typically on a percentage basis. The percentage documented for each debris removal vehicle is later applied to the calculated CY capacity of the vehicle to determine the amount of debris collected.

Coordinate the Removal of Animal Carcasses

Removal and disposal of animal carcasses must be considered during the debris removal process. Several agencies can provide assistance with the removal of this

type of debris. The Agricultural Extension will interface with USDA and TAHC to coordinate the removal and disposal of animal carcasses. The following guidelines will be implemented during removal of animal carcasses:

- **Bury On- or Off-Site** – Carcasses will be buried at least three feet deep and at least 300 feet from any waterway.
- **Incineration** – Controlled open burn or air curtain incinerators will be difficult for wet poultry. Wet chickens and turkeys will require a fuel source to keep the fire burning. Use gas fire enclosed incineration if available.
- **Compost** – Poultry should be composted on-site.
- **Rendering System** – Existing rendering facilities should be used if available. Capacity may be limited, if available, due to road closures.

Perform Parks Damage Assessment

The Parks Department and monitoring firm must identify vegetative hazards that require removal within the County parks. Current eligibility criteria include the following:

- Leaning trees 24 inches in diameter or greater
- Hanging limbs two inches in diameter or greater
- Uprooted stumps 24 inches in diameter or greater

From a FEMA-reimbursement perspective, eligibility criteria for cut work are extremely sensitive to the size and scale of the disaster. When surveying damages, it is extremely important for the County and its monitoring firm and debris removal contractors to be fully cognizant of all DSG.

Begin Environmental Monitoring Program of Debris Management Sites

Throughout the duration of the project, data should be collected for use in the remediation and close-out of the DMS. Collected data should be compared to previous data to establish any remediation actions necessary to return the site to its original state. The following items should be included in an environmental monitoring program:

- **Sketches of Site Operations** – During the course of the project, operations at the DMS may expand, condense or shift. Changes to the site should be documented along with the locations of debris reduction activity. The sketches and documentation will assist in determining areas of concern that may need additional sampling and testing during site closure.
- **Documentation of Issues at the Site** – Meticulous records should be kept documenting issues such as petroleum spills, hydraulic spills or the discovery of HHW within debris at the site. This documentation will assist in the remediation of the site.

Coordinate with External Agencies

The County should coordinate with TxDOT and other relevant agencies to ensure all County road segments are moving forward with debris removal operations. Coordination with TxDOT is imperative with regards to SH-6, SH-35, SH-36 and SH-288, which pass through the County. TxDOT is responsible for emergency road clearing activities and first pass debris removal on all State and federal roads within the County.

Initiate Discussions with FEMA

It is critical that the Engineering Department and monitoring firm clearly communicate debris removal plans and operations with FEMA. Clear communication fosters a coordinated effort that enhances the transparency of the operation for auditors and ensures maximum FEMA reimbursement.

Obtain FEMA Guidance for Gated Community and Private Property Debris Removal

Eligibility of gated community and private property debris removal will be determined by FEMA on a case-by-case basis following an event. Typically, the debris and devastation must be so widespread that debris removal from private property is a “public interest.” Under current FEMA 325 guidelines, debris removal from private property is defined as a public interest when operations

- Remove threats to the health and safety of the community at large
- Prevent significant damage to public or private property
- Assist in the economic recovery, thereby benefiting the community at large

In order for private property debris removal to be eligible for reimbursement, the County must submit a written request to the FEMA Federal Coordinating Officer before private property debris removal operations begin. The request will include the following information:

- **Immediate Threat Determination** – The County must provide documentation from the Texas Department of State Health Services, Brazoria County Health Department or equivalent public health authority stating that debris on private property is a threat to public health and safety.
- **Documentation of Legal Responsibility** – The County must demonstrate that it has the legal authority to enter private property and gated communities, and that it accepts the responsibility to abate all hazards, regardless of whether a federal disaster declaration is made. The District Attorney is in the process of drafting a code that provides authority for the County to conduct private property debris removal, if necessary.⁸

⁸ A reference to this code will be provided in this section upon completion.

If private property debris removal is authorized and considered for the County, the following documentation will be required by FEMA:

- **Right-of-Entry and Hold Harmless Agreements** – The County may execute signed ROE and Hold Harmless Agreements (HHA) documents with private property owners holding the federal government harmless from any damages caused to private property. A sample ROE/HHA agreement is included in Appendix G. The County may execute ROE and HHA forms prior to a disaster under the condition that the ROE and HHA forms do not reference a particular event or disaster number.
- **Photos** – It is in the interest of the County to photograph conditions of private property before and after debris removal is completed. The photos will assist in the verification of address and scope of work on the property.
- **Private Property Debris Removal Assessment** – This assessment will be a property-specific form to establish the scope of eligible work on the property. The assessment can be in the form of a map or work order, as long as the scope of work can be clearly identified.
- **Documentation of Environmental and Historic Review** – Debris removal efforts on private property must comply with all review requirements under 44 CFR—specifically parts 9, Floodplain Management and Protection of Wetlands, and 10, Environmental Considerations.

Post-Event Recovery Checklist: Two Weeks – One Month

- Maintain and evaluate ROW cleanup.
- Begin ROW stump removal, as necessary.
- Open additional DMS, as necessary.
- Continue daily meetings with FEMA.
- Begin debris removal from private property and gated communities.
- Communicate project close-out to residents via press release.

Maintain and Evaluate Right-of-Way Cleanup

Information on debris collection—vegetative, C&D, white goods, HHW, etc.—and completion progress will be documented by the monitoring firm and provided to the County on a daily basis. To ensure proper record keeping and reimbursement from all appropriate agencies, it is important for the County to announce the completion of the first pass.

Begin Right-of-Way Stump Removal

Following initial ROW debris removal efforts, the County and monitoring firm may determine that a significant threat remains to the County public in the form of hazardous stumps along the ROW. Before ROW stump removal operations

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commence, all applicable DSG criteria or FEMA Publication 325 guidelines for eligibility should be reviewed. FEMA's Recovery Policy for Hazardous Stump Extraction and Removal Eligibility is available at www.fema.gov. As of the publication of this Plan, FEMA Publication 325 defines a stump as hazardous if all of the following criteria are met:

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

Open Additional Debris Management Sites

If the initial DMS are approaching maximum capacity, additional DMS may need to be prepared. The same procedures taken to open and monitor the initial DMS should be applied to any additional DMS the County may utilize.

Continue Daily Meetings with FEMA

It is critical to maintain strong communication with the County's assigned FEMA representatives. The daily meetings help to ensure maximum coordination and assist in expediting the resolution of any operational problems that may occur.

Begin Debris Removal from Private Property and Gated Communities

If approved, debris removal from private property and gated communities should begin.

Communicate Project Close-Out to Residents via Press Release

The project close-out press release should focus on clarifying confusion regarding ineligible debris and communicating a debris set-out deadline to minimize illegal dumping. Protocol for leaners/hangers and private property/gated community debris removal programs should be communicated at this time, if applicable. Depending on the severity of the debris-generating event, project close-out may be further away.

Post-Event Recovery Checklist: One Month – Three Months

- Maintain and evaluate ROW cleanup – vegetative and C&D.
- Begin ROW leaners/hangers program.
- Initiate haul-out.
- Progress to weekly meetings with the FEMA.

Maintain and Evaluate Right-of-Way Cleanup – Vegetative and C&D

Information on debris collection and completion progress will be documented by the monitoring firm and provided to the County on a daily basis. During this period, the County should announce the completion of the second pass and establish a deadline for residents to set out debris on the ROW, as well as a deadline for the County's debris removal contractor to complete the third pass. In a smaller debris-generating event, the second pass could be announced earlier.

Begin Right-of-Way Leaners/Hangers Program

If it is determined that a significant threat to the public remains in the form of leaning trees and hanging limbs along the ROW, a ROW leaners/hangers program should be initiated. To ensure maximum reimbursement, all threats must be identified and verified against DSG criteria for eligibility prior to the commencement of cut work. It is important to note that the County's debris removal contractor may require lead time to transport specialty vehicles, equipment and labor force to commence leaner/hanger work. Currently FEMA Publication 325 provides the following guidance on eligibility requirements for leaners and hangers.

Leaner – A tree is considered hazardous and defined as a “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 at least six inches in diameter when measured at chest height. In addition, one or more of the following FEMA Publication 325 criteria must be met:

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

Hanger – A hanger is a hazardous limb that poses a significant threat to the public. The current eligibility requirements for hangers, according to FEMA Publication 325, are as follows:

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

Unit Rate Tickets

Unit rate tickets will be used as reimbursement documentation for the County's Leaners/Hangers Program. An example of a unit rate ticket is located in Appendix E. To ensure maximum reimbursement, debris monitors will use GPS devices to document the GPS coordinates of tree or hanger removals and take digital photos of the work done.

Initiate Haul-Out

At this point in the post-event recovery process, reduced debris from DMS will be hauled to a final disposal site or recycled through one of the markets listed in Table 4-1. Generally, for final disposal purposes, the most environmentally responsible and cost-effective method is for the County to recycle reduced debris. Any remaining reduced debris that cannot be recycled should be disposed of at permitted landfills, with consideration to the cost structure of associated tipping fees. See Table 4-2 for potential final disposal sites.

Table 4-2
Potential Final Disposal Landfills

Name	Location
Blue Ridge Landfill	2200 FM 521 Road Fresno, TX 77545 (281) 835-6142
Seabreeze Environmental Landfill	10310 FM 523 Angleton, TX 77516 (979) 864-4442
Dixie Farm Road Landfill	4649 Dixie Farm Road Pearland, TX 77581 (281) 482-1213
Coastal Plains Landfill	21000 East Highway 6 Alvin, TX 77511 (281) 388-1708

It is important that the County and monitoring firm ensure the debris removal contractor attains proper disposal tipping fee information. Appendix E contains a sample haul-out ticket that will be used by the monitoring firm as reimbursement documentation for the County.

Progress to Weekly Meetings with FEMA

Although strong communication with the County's assigned FEMA representatives is still important, at this point in the debris removal operation meetings can move to a weekly timeframe. The weekly meetings will still be critical in ensuring maximum coordination.

Recovery Checklist: Three Months – Project Completion

- Complete all debris recovery activities.
- Identify ineligible debris on ROW.
- Complete the disposal of reduced debris.
- Close-out and remediate DMS.

- Conduct project close-out meetings with FEMA and external agencies.

Complete All Debris Recovery Activities

The County's debris removal contractor will identify and remove all remaining eligible debris piles.

Identify Ineligible Debris on Right-of-Way

Once ineligible debris on the ROW is identified, the County should proceed in one of the following three ways:

- Hold individual homeowners responsible for the disposal of ineligible debris.
- Utilize internal equipment for disposal of the ineligible debris.
- Task the County debris removal contractor with the removal of ineligible debris and incur the associated cost. This debris should be hauled directly to a final disposal landfill or transfer station to reduce associated handling costs.

Complete the Disposal of Reduced Debris

Before project closure, remaining reduced debris at DMS should be recycled through one of the markets listed in Table 4-1, or hauled to a local landfill for final disposal (see Table 4-2).

Close-Out and Remediate Debris Management Sites

TCEQ must be contacted before final closure of the DMS to ensure all required actions are taken. Generally, DMS locations must be returned to their original environmental state. Restoration of the DMS includes removing all remnants of operations and the remediation of any contamination that may have occurred during operations. A final sample of environmental data should be collected to ensure the site is returned to its original state. Final closure of the DMS will require written notice to TCEQ. The results of any required environmental samples should be included with the written notice.

Conduct Project Close-Out Meetings with FEMA and External Agencies

Prior to the project close-out meeting, the County will receive detailed data from the monitoring firm regarding the debris removal operations within the County. The County, in conjunction with the monitoring firm, should compile all contractor invoices, contracts and other documentation supporting debris removal operations, in preparation of the project close-out meeting.

Section 5

OVERVIEW OF RULES AND REGULATIONS

The documents described in this section provide the legal authority for local governments to engage in debris cleanup operations and seek reimbursement from the federal government. The County should review each of these documents on an annual basis not only to familiarize themselves with the governing statutes, but to identify any changes to the regulations and guidelines.

Federal Emergency Management Agency Guidelines

Under the current federal system, FEMA coordinates the response and recovery efforts for all Presidentially Declared Disasters. FEMA provides guidance documents for use by local governments in disaster planning and response. Three guidance documents that are generally associated with debris recovery have been summarized below.

FEMA Publication 322 – Public Assistance Guide

The PA Guide provides a general overview of FEMA PA Program protocols immediately following a disaster. The PA Program provides the basis for the federal/local cost-sharing program. This document specifically describes the entities eligible for reimbursement under the PA Program, the documentation necessary to ensure reimbursement, and special considerations local governments should be aware of in order to maximize eligible activities.

An electronic version of FEMA Publication 322 is available through the following hyperlink:

<http://www.fema.gov/government/grant/pa/padocs.shtm>

FEMA Publication 323 – Applicant Handbook

The Applicant Handbook (Handbook) is the official “how to” for local governments who are considering applying for reimbursement following a disaster through the PA Program. This Handbook should be used in conjunction with this Plan immediately following a debris-generating event.

The Handbook provides the rules, procedures and sample documents that local governments need as an applicant to FEMA. The publication is formatted as a step-by-step guide for each phase of the reimbursement process, including what information is critical to ensure reimbursement.

An electronic version of FEMA Publication 323 is available through the following hyperlink:

<http://www.fema.gov/government/grant/pa/padocs.shtm>

FEMA Publication 325 – Debris Management Guide

The Debris Management Guide is a publication specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions can aid a local government in limiting 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:

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

An electronic version of FEMA Publication 325 is available through the following hyperlink:

<http://www.fema.gov/government/grant/pa/dmgtoc.shtm>

Disaster Specific Guidance

DSG is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to along with their numerical identification.

These guidance documents typically relate to the authorization of private property cleanup, cleanup of stumps or notification of large projects. Staff should be aware of any new DSG that are issued by FEMA following an event.

Other Relevant Documents

The two primary directives developed by the federal government that provide for the authorization and use of federal funds to reimburse local governments for disaster-related expenses are the Robert T. Stafford Disaster Relief and Emergency Assistance Act and the Code of Federal Regulations – Title 44 – Emergency Management and Assistance. A brief summary of these laws is provided below.

Robert T. Stafford Disaster Relief and Emergency Assistance Act

The Stafford Act provides the authorization of the PA Program. The fundamental provisions of this act are as follows:

- Assigns FEMA the authority to administer federal disaster assistance
- Defines the extent of coverage and eligibility criteria of the major disaster assistance programs
- Authorizes grants to the states
- Defines the minimum federal cost-sharing levels

An electronic version of the Stafford Act is available through the following hyperlink:

<http://www.fema.gov/about/stafact.shtm>

Code of Federal Regulations: Title 44 – Emergency Management and Assistance

Procedural requirements for the PA Program operations are provided by 44 CFR. These regulations are designed to implement a statute based upon FEMA's interpretation of the Stafford Act. They govern the PA Program and outline program procedures, eligibility and funding.

An electronic version of 44 CFR: Title 44 is available through the following hyperlink:

http://www.access.gpo.gov/nara/cfr/waisidx_03/44cfrv1_03.html

Appendix A

MONITORING FIRM AND DEBRIS REMOVAL CONTRACTORS

Table A-1
Monitoring Firm

Company	Contact Information
BDR	2301 Lucien Way, Suite 120 Maitland, FL 32751 321-441-8500

Table A-2
Pre-Qualified Debris Removal Contractors

Company	Contact Information
CrowderGulf	5453 Business Parkway Theodore, AL 36582 800-992-6207
AshBritt	480 South Andrews Avenue Suite 103 Pompano Beach, FL 33069 954-545-3535

Appendix B

KEY PERSONNEL CONTACT LIST

Table B-1
Key Personnel and Contact Information

Contact	Department	Position	Phone	Alternate
Brazoria County				
Gerald Roberts	Engineering	County Engineer	979-864-1265	979-236-0062
Kevin Sherrodd	Engineering	Assistant County Engineer	979-864-1265	979-292-4778
Joi Franklin	Engineering	Staff Engineer	979-864-1265	979-549-8783
Stephanie Bradford	Engineering	GIS/Data Technician	979-864-1265	713-208-3327
John "Trey" Haskins	Engineering	Staff Engineer	979-864-1265	979-583-7657
Eric Dyess	Engineering	GIS/Data Technician	979-864-1265	979-709-8039
Daniel Martinez	Engineering	Environmental Compliance Specialist	979-864-1265	
Sherri Stanford	Engineering	Inter-local Agreement Coordinator	979-864-1265	979-864-1865
Kevin Dougherty	Engineering	Superintendent, Precinct 4	979-798-2158	979-299-7966
Kelly Hamby	Floodplain Management, Building Permits, E-911 Coordinator	Floodplain Management Coordinator	979-864-1295	
Natasha Stulberg	Purchasing	Bid Specialist	979-864-1677	
Mary Shine	District Attorney's Office	Assistant District Attorney	979-864-1233	
Jeff Mink	Environmental Health	Criminal Investigator	979-864-1600	
Karen Carroll	Environmental Health	Director	979-864-1600	
K.R. "Doc" Adams	Sheriff's Office	Emergency Management	979-864-2015	

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Contact	Department	Position	Phone	Alternate
		Coordinator		
Steve Rosa	Sheriff's Office	Assistant Emergency Management Coordinator	979-864-1801	979-481-1690
Crowder-Gulf				
John Ramsay	Crowder-Gulf	President	800-992-6207	
AshBritt				
Terry Jackson	AshBritt	Vice President	954-545-3535	
BDR				
John Buri	BDR	Regional Manager	713-835-3572	713-737-5763
Erin Hays	BDR	Emergency Management Specialist	321-441-8573	407-516-8100

Appendix C

DEBRIS ESTIMATION MODELS

The Disaster Debris Management Plan (DDMP) prepared by Beck Disaster Recovery, Inc. (BDR) for Brazoria County utilizes the United States Army Corps of Engineers (USACE) Hurricane Debris Estimating Model to predict approximate quantities of debris to be collected following a hurricane. This model estimates the total quantity of debris produced based on (1) the total number of households, (2) vegetative cover, (3) commercial density, and (4) precipitation produced by the storm.

Using the USACE Hurricane Debris Estimating Model, BDR estimated a Category 2 hurricane impacting Brazoria County would produce approximately 430,000 cubic yards of debris. The USACE Model estimates the total quantity of debris removed within a thirty percent margin of error; however, historical data from Brazoria County following Hurricane Ike did not fall within this margin of error. In the aftermath of Hurricane Ike, Brazoria County collected approximately 130,000 cubic yards of storm-related debris from the right of way (ROW), which falls outside of the estimate margin. Summarized below are several factors explaining why the USACE estimate is greater than the actual quantity of debris collected following Hurricane Ike, including applicability of the model, data selection, weather patterns, and the method of debris disposal. An excerpt from FEMA 325 containing a brief explanation of the formula used in the USACE Hurricane Debris Estimating Model is also provided, as well as the debris estimates calculated for Brazoria County.

Hurricane Ike Historical Analysis

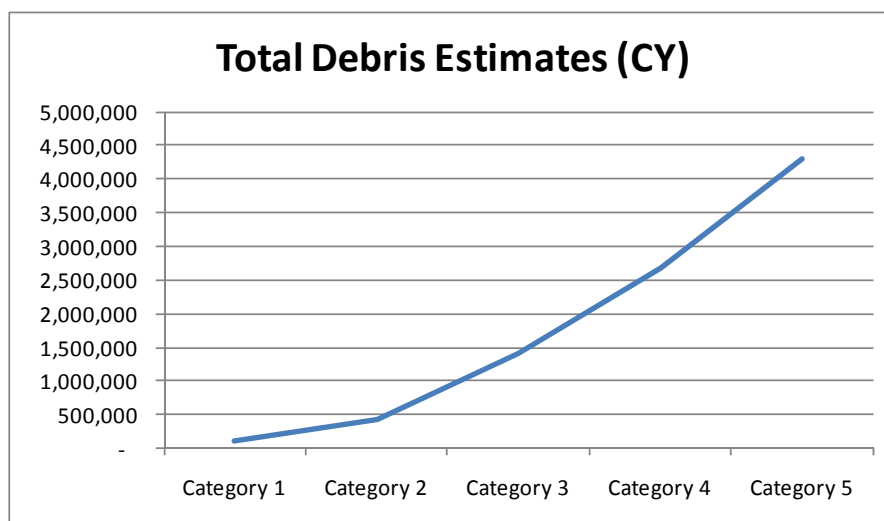
Rural Environment

The USACE Hurricane Debris Estimating Model is designed to predict quantities of debris produced in urban/ suburban areas. According to the Texas State Historical Association's *Handbook of Texas*, Brazoria County is approximately sixty (60%) percent farmlands. Fifty-four (54%) percent of these farmlands is used as pasture and thirty-seven (37%) percent is used for crop production. The USACE Hurricane Debris Estimating Model is generally designed for use in an urban or suburban setting. When applied to an environment that is predominantly used as farmland, actual debris totals may result in a lower overall quantity than predicted.

Effective Storm Category of Hurricane Ike in Brazoria County

The nature of Hurricane Ike may also have contributed to the production of a smaller quantity of debris than estimated by the model. Areas of land affected by the northwest quadrant of a hurricane, relative to the direction of travel, tend to sustain significantly lower wind speeds and are less likely to see the formation of tornadic

activity.⁹ Hurricane Ike made landfall at the northern end of Galveston Island as a Category 2 storm (maximum wind speeds of 110 miles per hour (mph)). Though Ike was classified as a Category 2 hurricane, the eye wall, typically where the strongest sustained winds are located, passed approximately 40 miles west of the center of Brazoria County. This distance constituted effects more similar to a Category 1 hurricane (maximum sustained winds of 95 mph). These lower wind speeds resulted in a reduced amount of debris than originally anticipated. According to the USACE Hurricane Debris Estimating Model, a Category 1 hurricane impacting Brazoria County is expected to produce approximately 110,000 cubic yards of debris. Although Hurricane Ike was classified as a Category 2 storm, the County experienced debris totals closer to that of a Category 1 storm. The following chart depicts the incremental growth in debris production dependent on the hurricane category.



Debris Disposal Method

The actual quantity of debris collected from the ROW in Brazoria County (130,000 cubic yards) may not accurately represent the total quantity of debris produced as a result of Hurricane Ike. In a significantly rural environment like Brazoria County, private landowners are more likely to dispose of debris through burning or onsite stockpiling rather than hauling debris to the ROW for collection and disposal by the County. The USACE Hurricane Debris Estimating Model assumes that each household will contribute an average of eight (8) cubic yards of debris to the total quantity of debris collected following a Category 2 storm. The measure of debris collected in any location following a hurricane includes only debris brought to the ROW and cannot account for any debris privately burned or stockpiled. If property owners preferentially select burning or stockpiling on private property for debris disposal following a hurricane, then the quantity of debris collected from the ROW will be significantly lower than the quantity forecasted by the USACE Hurricane Debris Estimating Model.

⁹ National Hurricane Center Hurricane Research Division
<<http://www.aoml.noaa.gov/hrd/tcfaq/D6.html>>

USACE Hurricane Debris Estimating Model¹⁰

The model formula: $Q = H(C)(V)(B)(S)$ where:

Q is the quantity of debris in cubic yards.

H is the number of households.

C is the storm category factor in cubic yards.

V is the vegetation characteristic multiplier.

S is the storm precipitation characteristic multiplier.

C is the storm category factor as shown below. It expresses debris quantity in cubic yards (cy) per household by hurricane category and includes the house and its contents, and land foliage.

Hurricane Category	Value of "C" Factor
1	2 cy
2	8 cy
3	26 cy
4	50 cy
5	80 cy

V is the vegetation multiplier as shown below. It acts to increase the quantity of debris by adding vegetation, including shrubbery and trees, on public rights-of-way.

Vegetative Cover	Value of "V" Multiplier
Light	1.1
Medium	1.3
Heavy	1.5

B is the multiplier that takes into account areas that are not solely single-family residential, but includes small retail stores, schools, apartments, shopping centers, and light industrial/manufacturing facilities.

¹⁰ Source: FEMA 325

Appendix C

Commercial Density	Value of “B” Multiplier
Light	1.0
Medium	1.2
Heavy	1.3

S is the precipitation multiplier that takes into account either a “wet” or “dry” storm event. A “wet” storm for category 3 or greater storms will generate more vegetative debris due to the uprooting of complete trees.

Precipitation Characteristic	Value of “S” Multiplier
Light	1.1
Medium	1.3
Heavy	1.5

Debris Volume Estimate Report

Brazoria County, Texas

Category 1



Cubic Yardage Estimate

Estimated Households ^[1]	49,000
Storm Category	1
Vegetation Characteristic	Light
Commercial/Industrial Density	Light
Storm Precipitation Characteristic	Light

Q = H (C)(V)(B)(S) where:

Q =	quantity of debris in cubic yards	=	110,000
H =	number of households	=	49,000
C =	storm category factor in cubic yards	=	2
V =	vegetation characteristic multiplier	=	1.10
B =	commercial/business/industrial multiplier	=	1.00
S =	storm precipitation characteristic multiplier	=	1.00

Clean Woody Debris	33,000
Mixed C&D Debris	77,000
Total Debris	110,000

Cost Estimate

Clean Woody Debris Volume	33,000
Clean Woody Debris Rate	\$ 14.95
Clean Woody Debris Cost Estimate	\$ 493,350

Mixed C&D Debris Volume	77,000
Mixed C&D Debris Rate	\$ 14.95
Mixed C&D Debris Cost Estimate	\$ 1,151,150

Total Debris Removal Cost Estimate ^[2] **\$ 1,644,500**

Total Monitoring Cost Estimate ^[3] **\$ 328,900**

Total Debris Removal Cost Estimate **\$ 1,973,400**

Debris Storage Site Requirements

AC	One Acre	4,840.00 Square Yards (SY)
10	Foot Stack Height	3.33 Yards
	Volume Per Acre	16,133 CY/AC
	Total Debris Estimate	110,000
	Debris Storage Requirement	6.82 AC
	Road and Buffer Factor	1.66
	Estimated Storage Requirements	11.32 AC

Notes:

[1] Source: US Census Data, 2000

[2] Source: USACE Hurricane Debris Estimating Model.

[3] Monitoring costs (including the administration of an extensive ROE program) estimated at 20% of total debris collection cost.

Debris Volume Estimate Report			
Brazoria County, Texas			
Category 2			
<u>Cubic Yardage Estimate</u>			
Estimated Households ^[1]		49,000	
Storm Category		2	
Vegetation Characteristic		Light	
Commercial/Industrial Density		Light	
Storm Precipitation Characteristic		Light	
$Q = H (C)(V)(B)(S)$ where:			
Q =	quantity of debris in cubic yards	=	430,000
H =	number of households	=	49,000
C =	storm category factor in cubic yards	=	8
V =	vegetation characteristic multiplier	=	1.10
B =	commercial/business/industrial multiplier	=	1.00
S =	storm precipitation characteristic multiplier	=	1.00
Clean Woody Debris		129,000	
Mixed C&D Debris		301,000	
Total Debris		430,000	
<u>Cost Estimate</u>			
Clean Woody Debris Volume		129,000	
Clean Woody Debris Rate		\$ 14.95	
Clean Woody Debris Cost Estimate		\$ 1,928,550	
Mixed C&D Debris Volume		301,000	
Mixed C&D Debris Rate		\$ 14.95	
Mixed C&D Debris Cost Estimate		\$ 4,499,950	
Total Debris Removal Cost Estimate^[2]		\$ 6,428,500	
Total Monitoring Cost Estimate^[3]		\$ 1,285,700	
Total Debris Removal Cost Estimate		\$ 7,714,200	
<u>Debris Storage Site Requirements</u>			
AC	One Acre	4,840.00	Square Yards (SY)
10	Foot Stack Height	3.33	Yards
	Volume Per Acre	16,133	CY/AC
	Total Debris Estimate	430,000	
	Debris Storage Requirement	26.65	AC
	Road and Buffer Factor	1.66	
	Estimated Storage Requirements	44.24	AC
Notes: [1] Source: US Census Data, 2000 [2] Source: USACE Hurricane Debris Estimating Model. [3] Monitoring costs (including the administration of an extensive ROE program) estimated at 20% of total debris collection cost.			

Debris Volume Estimate Report
Brazoria County, Texas

Category 3


Cubic Yardage Estimate

Estimated Households ^[1]	49,000
Storm Category	3
Vegetation Characteristic	Light
Commercial/Industrial Density	Light
Storm Precipitation Characteristic	Light

Q = H (C)(V)(B)(S) where:

Q =	quantity of debris in cubic yards	=	1,400,000
H =	number of households	=	49,000
C =	storm category factor in cubic yards	=	26
V =	vegetation characteristic multiplier	=	1.10
B =	commercial/business/industrial multiplier	=	1.00
S =	storm precipitation characteristic multiplier	=	1.00

Clean Woody Debris	420,000
Mixed C&D Debris	980,000
Total Debris	1,400,000

Cost Estimate

Clean Woody Debris Volume	420,000
Clean Woody Debris Rate	\$ 14.95
Clean Woody Debris Cost Estimate	\$ 6,279,000

Mixed C&D Debris Volume	980,000
Mixed C&D Debris Rate	\$ 14.95
Mixed C&D Debris Cost Estimate	\$ 14,651,000

Total Debris Removal Cost Estimate^[2] **\$ 20,930,000**

Total Monitoring Cost Estimate^[3] **\$ 4,186,000**

Total Debris Removal Cost Estimate **\$ 25,116,000**

Debris Storage Site Requirements

AC	One Acre	4,840.00 Square Yards (SY)
10	Foot Stack Height	3.33 Yards
	Volume Per Acre	16,133 CY/AC
	Total Debris Estimate	1,400,000
	Debris Storage Requirement	86.78 AC
	Road and Buffer Factor	1.66
	Estimated Storage Requirements	144.05 AC

Notes:

[1] Source: US Census Data, 2000

[2] Source: USACE Hurricane Debris Estimating Model.

[3] Monitoring costs (including the administration of an extensive ROE program) estimated at 20% of total debris collection cost.

Debris Volume Estimate Report			
Brazoria County, Texas			
Category 4			
<u>Cubic Yardage Estimate</u>			
Estimated Households ^[1]		49,000	
Storm Category		4	
Vegetation Characteristic		Light	
Commercial/Industrial Density		Light	
Storm Precipitation Characteristic		Light	
$Q = H (C)(V)(B)(S)$ where:			
Q =	quantity of debris in cubic yards	=	2,700,000
H =	number of households	=	49,000
C =	storm category factor in cubic yards	=	50
V =	vegetation characteristic multiplier	=	1.10
B =	commercial/business/industrial multiplier	=	1.00
S =	storm precipitation characteristic multiplier	=	1.00
Clean Woody Debris		810,000	
Mixed C&D Debris		1,890,000	
Total Debris		2,700,000	
<u>Cost Estimate</u>			
Clean Woody Debris Volume		810,000	
Clean Woody Debris Rate		\$ 14.95	
Clean Woody Debris Cost Estimate		\$ 12,109,500	
Mixed C&D Debris Volume		1,890,000	
Mixed C&D Debris Rate		\$ 14.95	
Mixed C&D Debris Cost Estimate		\$ 28,255,500	
Total Debris Removal Cost Estimate ^[2]		\$ 40,365,000	
Total Monitoring Cost Estimate ^[3]		\$ 8,073,000	
Total Debris Removal Cost Estimate		\$ 48,438,000	
<u>Debris Storage Site Requirements</u>			
AC	One Acre	4,840.00	Square Yards (SY)
10	Foot Stack Height	3.33	Yards
	Volume Per Acre	16,133	CY/AC
	Total Debris Estimate	2,700,000	
	Debris Storage Requirement	167.36	AC
	Road and Buffer Factor	1.66	
	Estimated Storage Requirements	277.81	AC
Notes: [1] Source: US Census Data, 2000 [2] Source: USACE Hurricane Debris Estimating Model. [3] Monitoring costs (including the administration of an extensive ROE program) estimated at 20% of total debris collection cost.			

Debris Volume Estimate Report

Brazoria County, Texas

Category 5



Cubic Yardage Estimate

Estimated Households ^[1]	49,000
Storm Category	5
Vegetation Characteristic	Light
Commercial/Industrial Density	Light
Storm Precipitation Characteristic	Light

$Q = H (C)(V)(B)(S)$ where:

Q =	quantity of debris in cubic yards	=	4,310,000
H =	number of households	=	49,000
C =	storm category factor in cubic yards	=	80
V =	vegetation characteristic multiplier	=	1.10
B =	commercial/business/industrial multiplier	=	1.00
S =	storm precipitation characteristic multiplier	=	1.00

Clean Woody Debris	1,293,000
Mixed C&D Debris	3,017,000
Total Debris	4,310,000

Cost Estimate

Clean Woody Debris Volume	1,293,000
Clean Woody Debris Rate	\$ 14.95
Clean Woody Debris Cost Estimate	\$ 19,330,350
Mixed C&D Debris Volume	3,017,000
Mixed C&D Debris Rate	\$ 14.95
Mixed C&D Debris Cost Estimate	\$ 45,104,150
Total Debris Removal Cost Estimate ^[2]	\$ 64,434,500
Total Monitoring Cost Estimate ^[3]	\$ 12,886,900
Total Debris Removal Cost Estimate	\$ 77,321,400

Debris Storage Site Requirements

AC	One Acre	4,840.00	Square Yards (SY)
10	Foot Stack Height	3.33	Yards
	Volume Per Acre	16,133	CY/AC
	Total Debris Estimate	4,310,000	
	Debris Storage Requirement	267.15	AC
	Road and Buffer Factor	1.66	
	Estimated Storage Requirements	443.47	AC

Notes:

[1] Source: US Census Data, 2000

[2] Source: USACE Hurricane Debris Estimating Model.

[3] Monitoring costs (including the administration of an extensive ROE program) estimated at 20% of total debris collection cost.

Appendix D

DEBRIS MANAGEMENT SITE REPORT

Introduction

The purpose of this report is to identify locations within the County that may serve as a DMS following a debris-generating event. To assist the County in preparedness for future disaster events, Beck Disaster Recovery, Inc. (BDR) conducted site evaluations of locations either previously used by the County or intended for future use by the County. A summary of each site evaluated is included below.

Criteria

The following criteria were used to evaluate locations as potential DMS:

County Owned Property

In order to eliminate potential costs associated with acquiring, leasing or operating on private property, County owned properties were considered before exploring privately owned properties.

Proximity to High Population Density

The proximity of the surveyed location to neighborhoods, schools, businesses, high traffic thoroughfares and other areas of high population density were carefully evaluated. A DMS located near high population densities increases traffic congestion and creates logistical and safety hazards for the community, particularly so in the wake of an event. With a concentrated population density throughout the County, avoiding DMS placement near neighborhoods, schools, businesses and high traffic thoroughfares is a challenge. To that end, the DMS recommended are as minimally intrusive to County residents as possible.

Ingress/Egress

Safe and adequate points of ingress and egress at the sites along with efficient road access to routes leading to and from the sites are critical to ensure efficient turnaround of debris collection vehicles.

Adherence to All Local, State and Federal Rules, Regulations and Ordinances

Local, State and federal rules, regulations and ordinances should be followed, including those pertaining to environmental quality and noise control. Though some

disposal regulations are lifted following a State of Emergency, it is critical that all DMS operations meet Occupational Safety and Health Administration (OSHA) safety requirements, as well as the operational procedures outlined by the TCEQ.

Proximity to Natural Running Water or Potable Water Wells

Before a DMS can be permitted for use, TCEQ must be notified in order to perform a property assessment. The presence of any natural stream, creek, pond or lake, as well as any potable water wells, can hinder the permitting of a property.

Site Evaluations

Using the criteria described above as well as data gathered on-site, BDR completed evaluations of various sites. The majority of the sites surveyed appear to be sufficient for primary DMS locations pending TCEQ approval. See Table D-1 for detailed evaluations of each site. The below sites would serve as excellent locations for DMS operations following a debris-generating event in the County. Site locations are listed in order of their respective suitability rankings.

Primary Sites

The following sites have been designated for primary use immediately following a debris-generating event.

Site One – Seabreeze Environmental Landfill

Site One, the Seabreeze Environmental Landfill, is located on FM 523, just south of FM 2004. Site 1 has approximately 25 usable acres and requires little preparation prior to commencement of debris operations. Ingress/Egress is easily accessible off of FM 523, though an additional lane will need to be created to allow for simultaneous ingress and egress. The land is flat, comprised of usable grass and soil. Site One will require additional light and security to prevent illegal dumping. Currently there are no environmental issues and sewer/water is available within one half mile. Electricity is also readily available at this location. Due to ground saturation issues experienced during Hurricane Ike, this site is outfitted with a pad comprised of bull rock and crushed concrete that is 180 feet in length and 290 feet in width. If necessary, this pad could be expanded to accommodate larger operations. This site is used sparingly as empty space surrounding the landfill. There are very few negatives involving Site One, and transportation costs will be kept to a minimum if the Seabreeze Environmental Landfill is utilized for final disposal. The acceptable methods of debris reduction are grinding or trench burning. Site One will likely be used as a vegetative DMS, with the final destination of the reduced debris likely being the Seabreeze Environmental Landfill.

Site Two – McGaughey Property

Site Two, the McGaughey Property, is located off of Highway 35 on Mitchell Road. Site Two has approximately 14 usable acres and requires very little site preparation. An additional lane is needed to ease ingress and egress capabilities. The land is flat and is scattered with a few sparse trees. Site Two also has a surrounding fence with a locked gate, ensuring the preservation of site security in order to prevent illegal dumping. Currently there are no environmental issues, and water/sewer access is within one mile. Additional lighting may be needed at this location if 24-hour operations are deemed necessary. The soil is dirt/grass and there are no open water sources that would pose problems. Wet weather may present the need for additional ground stabilization as this site lies within the Brazos River floodplain. Presently the land is used as a cattle field, but would be available for DMS use during an event. Acceptable methods of debris reduction are grinding, open burning and air curtain incineration, and the final destination of the debris will likely be the Seabreeze Environmental Landfill.

Site 3 – Sheriff's Office Complex

Site Three, the Sheriff's Office Complex, is located on County Road 45, east of County Road 48. Site Three is 29 acres in size and is a vacant field with no plans for future land use. Since Site Three is County property, there will be no costs associated with acquiring or leasing. Site Three is flat, with low-lying areas creating the potential for issues with surface water drainage. There are no apparent environmental issues or open water sources, and no schools, churches or community centers are in proximity to the site. Electricity and sewer/water are easily accessible. Ingress/Egress is sufficient, and the site is large enough to allow for truck queuing within the site. Site Three does not have adequate lighting for night operations. The site is located next to the County Sheriff's Office Complex, thereby increasing the potential to inhibit illegal dumping. The site will be recommended for vegetative debris. The acceptable methods of debris reduction will be grinding and trench burning, with the final destination of the debris likely being the Seabreeze Environmental Landfill.

Site 4 – Old Alvin Landfill

Site Four, the Old Alvin Landfill, is located in the City of Alvin off of Mays Road. The site consists of approximately 6 usable acres and lies directly adjacent to a former landfill, therefore future development is not likely. Site Four is secured well with two separate gates, although the gates will require new locks and keys for the site manager prior to use. The land is mostly flat with some small slopes, and is bordered by a small pond to one side. Electricity is available onsite, and water/sewer access is available within one mile. The soil consists of usable dirt, grass and gravel. Additional ground stabilization may be necessary following a period of wet weather. There are no apparent environmental issues and no schools, churches or community centers are in proximity to the site. The use of Site Four is not conducive for night operations, as lighting is not sufficient. The site will be recommended for vegetative debris. The acceptable methods of debris reduction will be grinding and trench

burning, with the final destination of the debris likely being the Seabreeze Environmental Landfill.

Site 5 – Sweeny Fire Field

Site Five, the Sweeny Fire Field, is located in the City of Sweeny off of McKinney Road. The site is currently utilized as a training field for local volunteer fire departments. Site Five consists of approximately 14 usable acres and although the site is mostly wooded, clearing is an option to prepare this site for DMS use. The land is bordered by two small ponds, and has a ground water well onsite. There are no apparent environmental issues at this time. Site Five has one sufficient lane for ingress/egress, but an additional lane would ease operations and possibly allow truck queuing within the site. Lighting would need to be supplemented with additional equipment if night operations are deemed necessary. Additional ground stabilization may be necessary due to this site's location within the San Bernard River floodplain. The site will be recommended for vegetative debris. The acceptable methods of debris reduction will be grinding and trench burning, with the final destination of the debris likely being the Seabreeze Environmental Landfill.

Secondary Sites

The following sites have been designated for secondary use following a debris-generating event.

Site 6 – Weems Oil Field

Site Six, the Weems Oil Field, is located in West Columbia off of Highway 36. Consisting of at least 47 acres, the size of this site is more than sufficient and would allow for truck queuing within the site. The land is mostly flat with some sparse trees and the soil is made up of usable dirt, grass and some gravel. There are three ground water wells onsite, and power lines run through the site. Additional ground stabilization may be necessary following a period of wet weather, as some pooling occurs in low-lying areas. The site is fenced and in an isolated area. Site Six has been designated as a secondary site due to its private ownership and possible sale for use as a future industrial park. The owner of this site may also require some form of reimbursement for the use of the land. If this site is utilized as a DMS, acceptable methods of debris reduction include open burning, air curtain incineration and grinding. The final destination of the debris would likely be the Seabreeze Environmental Landfill.

Site 7 – Weems Asphalt Plant

Site Seven, the Weems Asphalt Plant, is located in East Columbia off of Highway 35. This site consists of approximately 10 usable acres. The land is mostly flat with some sparse trees and the soil is made up of usable dirt, grass and brush. Water, sewer and

electricity are all available onsite. The site is fenced with a locked gate. Site Seven has been designated as a secondary site due to its private ownership and possible sale. The owner of this site may also require some form of reimbursement for the use of the land. If this site is utilized as a DMS, acceptable methods of debris reduction include open burning, air curtain incineration and grinding. The final destination of the debris would likely be the Seabreeze Environmental Landfill.

Figure D-1
Site One – Seabreeze Environmental Landfill

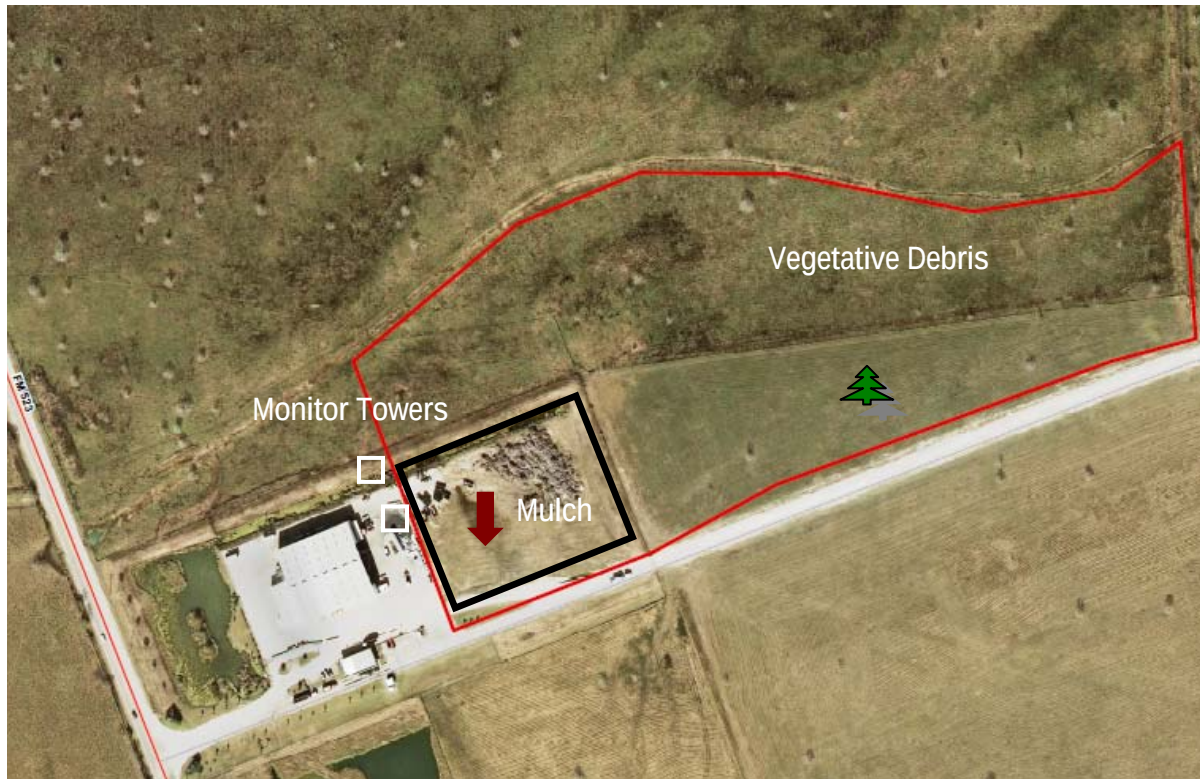


Figure D-2
Site One – Seabreeze Environmental Landfill – Photos



Figure D-3
Site One – Seabreeze Environmental Landfill – Photos (Cont.)



Figure D-4
Site One – Seabreeze Environmental Landfill – Photos (Cont.)



Appendix D

Investigation of Property Suitability

DEBRIS MANAGEMENT SITE (DMS)

DATE OF SITE INVESTIGATION: 8/24/09

OWNERSHIP OF PROPERTY (CHECK ONE): Municipal Property ☐ County Property ☐ Private Property ☒
Other Ownership (describe) ☐

PROPERTY NAME: Seabreeze Environmental Landfill

PROPERTY OWNER'S NAME: Waste Connections of Texas, Inc.

PROPERTY OWNER'S ADDRESS: 10310 FM 523, Angleton, TX 77515

PROPERTY OWNER'S PHONE NUMBER: (979) 864-4442

ESTIMATED PROPERTY SIZE: 25 ACRES SITE GPS COORDINATES: N 29°05'25.617" W 95°21'56.022"

CHARACTERIZATION OF NEIGHBORING PROPERTIES	
EVALUATION FACTOR	COMMENTS
Property current land use	Cleared land next to environmental landfill
Any proposed future land uses	Future landfill expansion
Environmental issues	None
Proximity to schools, churches, community centers	None
Property topography	Flat
Open water sources	None
Ground water wells	None
Access to electricity/sewer/water	Electricity accessible; Water/Sewer < .5 mile
Soil integrity	Grass, dirt
Surface water drainage	Sufficient
Prevailing wind direction	South
Ingress/Egress	Needs additional lane
Lighted area	Yes
Site security	Additional security measures should be explored
Buffer distance for noise control	500 feet
Property developed	No
Property adjacent to airport/airfield	No
Site able to handle large volume of trucks	Yes

SITE PREPARATION: High _____ Medium _____ Low X

SUITABILITY TO WET WEATHER: High _____ Medium X Low _____

ABILITY TO SERVE A SPATIAL AREA: High _____ Medium X Low _____

DEBRIS MANAGEMENT SITE REPORT

SITE ACCEPTABILITY FOR WHAT TYPE OF REDUCTION METHOD (CHECK APPLICABLE METHOD(S)):

Open Burning _____

Air Curtain Incineration _____

Grinding X _____

WILL THIS SITE BE RECOMMENDED FOR USE (YES/NO) AND EXPLAIN:

_____ C&D

 X Vegetative

_____ Both C&D and Vegetative

_____ White Goods

_____ Other (Describe)

LIST NUMBERS OF EACH PHOTOGRAPH TAKEN OF THE PROPERTY: 812, 813, 814, 815, 816, 817

THE FOLLOWING LANDFILLS ARE WITHIN 30 MILES OF THE SITE:

Seabreeze Environmental Landfill

Coastal Plains Landfill

Dixie Farm Road Landfill

SITE SKETCH: IDENTIFY MAJOR FEATURES OF SITE (E.G., ROADWAYS, BARRIERS TO USE, SPATIAL AREA). IF ONLY A PORTION OF PROPERTY IS SUITABLE FOR USE, PLEASE IDENTIFY WHICH AREA(S) WILL BE USED AND WHICH AREAS WILL NOT.

See photos.

Figure D-5
Site Two – McGaughey Property



Figure D-6
Site Two – McGaughey Property – Photos



Figure D-7
Site Two – McGaughey Property – Photos (Cont.)



Figure D-8
Site Two – McGaughey Property – Photos (Cont.)



Appendix D

Investigation of Property Suitability

DEBRIS MANAGEMENT SITE (DMS)

DATE OF SITE INVESTIGATION: 4/28/09

OWNERSHIP OF PROPERTY (CHECK ONE): Municipal Property ☐ County Property ☐ Private Property ☒
Other Ownership (describe) ☐

PROPERTY NAME: McGaughey Property

PROPERTY OWNER'S NAME: Nita and Tommy McGaughey

PROPERTY OWNER'S ADDRESS:

PROPERTY OWNER'S PHONE NUMBER: (979) 345-3974

ESTIMATED PROPERTY SIZE: 25 ACRES SITE GPS COORDINATES: N 29°07'22" W 95°37'04"

CHARACTERIZATION OF NEIGHBORING PROPERTIES	
EVALUATION FACTOR	COMMENTS
Property current land use	Cattle field
Any proposed future land uses	None
Environmental issues	None
Proximity to schools, churches, community centers	None
Property topography	Flat
Open water sources	None
Ground water wells	None
Access to electricity/sewer/water	Gas lines nearby
Soil integrity	Low-lying field, grass, dirt
Surface water drainage	Pooling could occur in low-lying area
Prevailing wind direction	South
Ingress/Egress	Only one lane for entry, additional lane needed for exit
Lighted area	No
Site security	Fence with locked gate
Buffer distance for noise control	0.5 miles
Property developed	No
Property adjacent to airport/airfield	No
Site able to handle large volume of trucks	Yes

SITE PREPARATION: High _____ Medium X Low _____

SUITABILITY TO WET WEATHER: High _____ Medium X Low _____

ABILITY TO SERVE A SPATIAL AREA: High _____ Medium X Low _____

DEBRIS MANAGEMENT SITE REPORT

SITE ACCEPTABILITY FOR WHAT TYPE OF REDUCTION METHOD (CHECK APPLICABLE METHOD(S)):

Open Burning _____

Air Curtain Incineration X

Grinding X

WILL THIS SITE BE RECOMMENDED FOR USE (YES/NO) AND EXPLAIN:

_____ C&D

 X Vegetative

_____ Both C&D and Vegetative

_____ White Goods

_____ Other (Describe)

LIST NUMBERS OF EACH PHOTOGRAPH TAKEN OF THE PROPERTY: 305, 306, 307, 308

THE FOLLOWING LANDFILLS ARE WITHIN 30 MILES OF THE SITE:

Seabreeze Environmental Landfill

Coastal Plains Landfill

Dixie Farm Road Landfill

SITE SKETCH: IDENTIFY MAJOR FEATURES OF SITE (E.G., ROADWAYS, BARRIERS TO USE, SPATIAL AREA). IF ONLY A PORTION OF PROPERTY IS SUITABLE FOR USE, PLEASE IDENTIFY WHICH AREA(S) WILL BE USED AND WHICH AREAS WILL NOT.

See photos.

DEBRIS MANAGEMENT SITE REPORT

Figure D-9
Site Three – Sheriff's Office Complex



Figure D-10
Site Three – Sheriff's Office Complex – Photos



Figure D-11
Site Three – Sheriff's Office Complex – Photos (Cont.)



Figure D-12
Site Three – Sheriff's Office Complex – Photos (Cont.)



Appendix D

Investigation of Property Suitability

DEBRIS MANAGEMENT SITE (DMS)

DATE OF SITE INVESTIGATION: 4/28/09

OWNERSHIP OF PROPERTY (CHECK ONE): Municipal Property ☐ County Property ☒ Private Property ☐
Other Ownership (describe) ☐

PROPERTY NAME: Sheriff's Office Complex

PROPERTY OWNER'S NAME: Brazoria County Sheriff's Office

PROPERTY OWNER'S ADDRESS: 3602 County Road 45, Angleton, TX 77515

PROPERTY OWNER'S PHONE NUMBER: (979) 849-2441

ESTIMATED PROPERTY SIZE: 29 ACRES SITE GPS COORDINATES: N 29°14'54" W 95°24'32"

CHARACTERIZATION OF NEIGHBORING PROPERTIES	
EVALUATION FACTOR	COMMENTS
Property current land use	None
Any proposed future land uses	None
Environmental issues	None
Proximity to schools, churches, community centers	Sheriff's Office Complex nearby
Property topography	Flat
Open water sources	None
Ground water wells	None
Access to electricity/sewer/water	Water lines nearby
Soil integrity	Low-lying field, grass, dirt
Surface water drainage	Pooling occurs in low-lying areas
Prevailing wind direction	South
Ingress/Egress	Need to stabilize with concrete/gravel
Lighted area	No
Site security	None
Buffer distance for noise control	Less than 0.5 miles
Property developed	No
Property adjacent to airport/airfield	No
Site able to handle large volume of trucks	Yes

SITE PREPARATION: High _____ Medium X Low _____

SUITABILITY TO WET WEATHER: High _____ Medium X Low _____

ABILITY TO SERVE A SPATIAL AREA: High X Medium _____ Low _____

DEBRIS MANAGEMENT SITE REPORT

SITE ACCEPTABILITY FOR WHAT TYPE OF REDUCTION METHOD (CHECK APPLICABLE METHOD(S)):

Open Burning _____

Air Curtain Incineration X

Grinding X

WILL THIS SITE BE RECOMMENDED FOR USE (YES/NO) AND EXPLAIN:

_____ C&D

 X Vegetative

_____ Both C&D and Vegetative

_____ White Goods

_____ Other (Describe)

LIST NUMBERS OF EACH PHOTOGRAPH TAKEN OF THE PROPERTY: 312, 313, 314, 315, 316

THE FOLLOWING LANDFILLS ARE WITHIN 30 MILES OF THE SITE:

Seabreeze Environmental Landfill

Coastal Plains Landfill

Dixie Farm Road Landfill

SITE SKETCH: IDENTIFY MAJOR FEATURES OF SITE (E.G., ROADWAYS, BARRIERS TO USE, SPATIAL AREA). IF ONLY A PORTION OF PROPERTY IS SUITABLE FOR USE, PLEASE IDENTIFY WHICH AREA(S) WILL BE USED AND WHICH AREAS WILL NOT.

See photos.

Figure D-13
Site Four – Old Alvin Landfill



Figure D-14
Site Four – Old Alvin Landfill – Photos



Figure D-15
Site Four – Old Alvin Landfill – Photos



Figure D-16
Site Four – Old Alvin Landfill – Photos



Appendix D

Investigation of Property Suitability

DEBRIS MANAGEMENT SITE (DMS)

DATE OF SITE INVESTIGATION: 8/24/09

OWNERSHIP OF PROPERTY (CHECK ONE): Municipal Property ☒ County Property ☐ Private Property ☐
Other Ownership (describe) ☐

PROPERTY NAME: Old Alvin Landfill

PROPERTY OWNER'S NAME: City of Alvin

PROPERTY OWNER'S ADDRESS: 216 West Sealy, Alvin, TX 77511

PROPERTY OWNER'S PHONE NUMBER: (281) 388-4200

ESTIMATED PROPERTY SIZE: 6 ACRES SITE GPS COORDINATES: N 29°24'43.02" W 95°20'39.66"

CHARACTERIZATION OF NEIGHBORING PROPERTIES	
EVALUATION FACTOR	COMMENTS
Property current land use	None
Any proposed future land uses	None
Environmental issues	None
Proximity to schools, churches, community centers	None
Property topography	Mostly flat, small slopes
Open water sources	Small ponds adjacent to the proposed site
Ground water wells	Yes
Access to electricity/sewer/water	Onsite
Soil integrity	Grass, dirt, gravel
Surface water drainage	Pooling occurs in low-lying areas
Prevailing wind direction	Northwest
Ingress/Egress	Sufficient
Lighted area	No
Site security	Gates onsite, need locks
Buffer distance for noise control	1 mile
Property developed	No
Property adjacent to airport/airfield	No
Site able to handle large volume of trucks	Yes

SITE PREPARATION: High _____ Medium _____ Low X

SUITABILITY TO WET WEATHER: High _____ Medium X Low _____

ABILITY TO SERVE A SPATIAL AREA: High X Medium _____ Low _____

DEBRIS MANAGEMENT SITE REPORT

SITE ACCEPTABILITY FOR WHAT TYPE OF REDUCTION METHOD (CHECK APPLICABLE METHOD(S)):

Open Burning X

Air Curtain Incineration X

Grinding X

WILL THIS SITE BE RECOMMENDED FOR USE (YES/NO) AND EXPLAIN:

 C&D

 X Vegetative

 Both C&D and Vegetative

 White Goods

 Other (Describe)

LIST NUMBERS OF EACH PHOTOGRAPH TAKEN OF THE PROPERTY: 818, 819, 820, 821, 822, 823

THE FOLLOWING LANDFILLS ARE WITHIN 30 MILES OF THE SITE:

Seabreeze Environmental Landfill

Coastal Plains Landfill

Dixie Farm Road Landfill

SITE SKETCH: IDENTIFY MAJOR FEATURES OF SITE (E.G., ROADWAYS, BARRIERS TO USE, SPATIAL AREA). IF ONLY A PORTION OF PROPERTY IS SUITABLE FOR USE, PLEASE IDENTIFY WHICH AREA(S) WILL BE USED AND WHICH AREAS WILL NOT.

See photos.

Figure D-17
Site Five – Sweeny Fire Field



Figure D-18
Site Five – Sweeny Fire Field – Photos



Figure D-19
Site Five – Sweeny Fire Field – Photos



Figure D-20
Site Five – Sweeny Fire Field – Photos



Appendix D

Investigation of Property Suitability

DEBRIS MANAGEMENT SITE (DMS)

DATE OF SITE INVESTIGATION: August 27, 2009

OWNERSHIP OF PROPERTY (CHECK ONE): Municipal Property ☒ County Property ☐ Private Property ☐

Other Ownership (describe) ☐ _____

PROPERTY NAME: Sweeny Fire Field

PROPERTY OWNER'S NAME: City of Sweeny

PROPERTY OWNER'S ADDRESS: 102 W. Ashley Wilson Road, Sweeny, Texas 77480

PROPERTY OWNER'S PHONE NUMBER: 979-548-3320

PROPERTY OWNER'S EMAIL ADDRESS: sweenyeoc@windstream.net

ESTIMATED PROPERTY SIZE: 14 ACRES SITE GPS COORDINATES: N 29°3'4" W 95°40'59"

CHARACTERIZATION OF NEIGHBORING PROPERTIES	
EVALUATION FACTOR	COMMENTS
Property Current Land Use	Firefighters Training
Any proposed future land uses	Same as above
Environmental issues	None
Proximity to Schools, Churches, Community Centers	None
Property topography	Some open area, but mostly wooded, can be cleared
Open water sources	Two ponds that are filled with a water well
Ground water wells	Have one for firefighter training
Access to electricity/sewer/water	Access to electricity and water, sewer unknown
Soil integrity	Grass, dirt
Surface water drainage	Sufficient
Prevailing wind direction	
Ingress/Egress	Has one entry that is good, can have additional entries put in
Lighted area	
Site security	
Buffer Distance for Noise Control	¼ mile from nearest home
Property Developed	Has only been cleared
Property Adjacent to Airport/Airfield	No
Site able to handle large volume of trucks	Maybe

SITE PREPARATION: High _____ Medium X Low _____

SUITABILITY TO WET WEATHER: High _____ Medium X Low _____

ABILITY TO SERVE A SPATIAL AREA: High X Medium _____ Low _____

DEBRIS MANAGEMENT SITE REPORT

ACCESSIBILITY TO MUNICIPALITIES (LIST MUNICIPALITIES LIKELY TO UTILIZE SITE): Just outside of Sweeny, can also be used by Brazoria or even Jones Creek.

SITE ACCEPTABILITY FOR WHAT TYPE OF REDUCTION METHOD (CHECK APPLICABLE METHOD(S)):

Open Burning _____

Air Curtain Incineration X

Grinding X

WILL THIS SITE BE RECOMMENDED FOR USE (YES/NO) AND EXPLAIN:

 C&D

 X Vegetative

 Both C&D and Vegetative

 White Goods

 Other (Describe _____)

LIST NUMBERS OF EACH PHOTOGRAPH TAKEN OF THE PROPERTY: Sweeny 001, 002, 003, 004, 005, 006

LIST THE CLOSEST LANDFILL AND APPROXIMATE DISTANCE FROM SITE:

Seabreeze Landfill – 27 miles

SITE SKETCH: IDENTIFY MAJOR FEATURES OF SITE (ROADWAYS, BARRIERS TO USE, SPATIAL AREA). IF ONLY PORTION OF PROPERTY IS SUITABLE FOR USE, PLEASE IDENTIFY WHAT AREA(S) WILL BE USED AND WHAT AREAS WILL NOT.

See photos.

Figure D-21
Site Six – Weems Oil Field

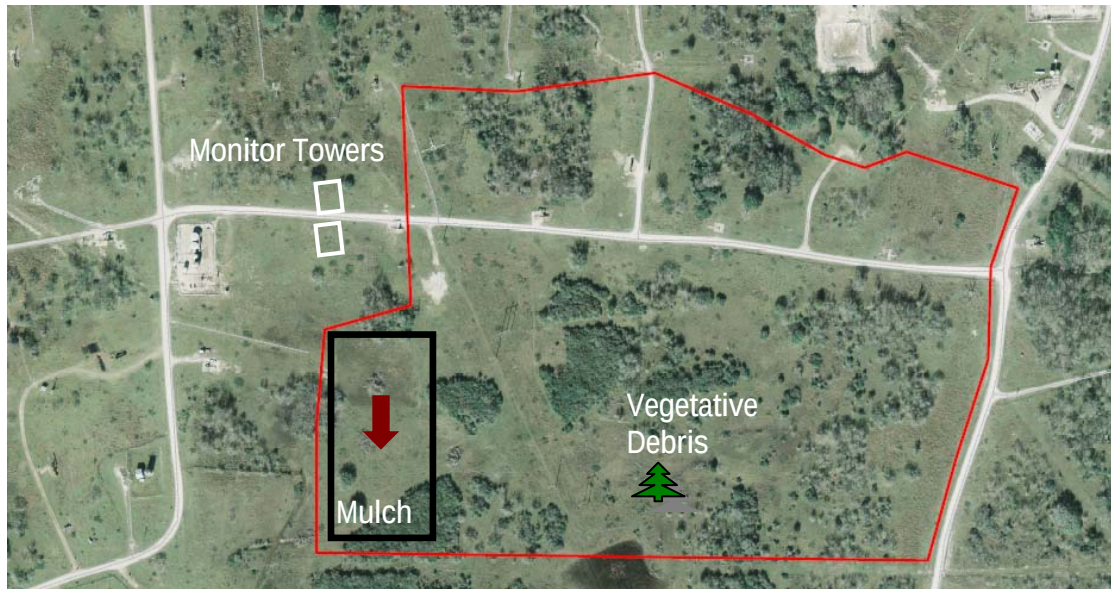


Figure D-22
Site Six – Weems Oil Field – Photos



Figure D-23
Site Six – Weems Oil Field – Photos



Figure D-24
Site Six – Weems Oil Field – Photos



Appendix D

Investigation of Property Suitability

DEBRIS MANAGEMENT SITE (DMS)

DATE OF SITE INVESTIGATION: 8/25/09

OWNERSHIP OF PROPERTY (CHECK ONE): Municipal Property ☐ County Property ☐ Private Property ☒
Other Ownership (describe) ☐

PROPERTY NAME: Weems Oil Field

PROPERTY OWNER'S NAME: Widener Weems

PROPERTY OWNER'S ADDRESS:

PROPERTY OWNER'S PHONE NUMBER: (979) 549-4361 (mobile) (979) 345-5555 (business)

ESTIMATED PROPERTY SIZE: 47 ACRES SITE GPS COORDINATES: N 29°10'19.86" W 95°39'37.38"

CHARACTERIZATION OF NEIGHBORING PROPERTIES	
EVALUATION FACTOR	COMMENTS
Property current land use	Oil field
Any proposed future land uses	Possible industrial park
Environmental issues	None
Proximity to schools, churches, community centers	None
Property topography	Mostly flat
Open water sources	None
Ground water wells	3
Access to electricity/sewer/water	Onsite
Soil integrity	Grass, dirt, gravel
Surface water drainage	Pooling occurs in low-lying areas
Prevailing wind direction	East
Ingress/Egress	Primary entrance needs to be expanded
Lighted area	No
Site security	Fenced
Buffer distance for noise control	> 1 mile
Property developed	No
Property adjacent to airport/airfield	No
Site able to handle large volume of trucks	Yes

SITE PREPARATION: High _____ Medium X Low _____

SUITABILITY TO WET WEATHER: High _____ Medium X Low _____

ABILITY TO SERVE A SPATIAL AREA: High X Medium _____ Low _____

DEBRIS MANAGEMENT SITE REPORT

SITE ACCEPTABILITY FOR WHAT TYPE OF REDUCTION METHOD (CHECK APPLICABLE METHOD(S)):

Open Burning X

Air Curtain Incineration X

Grinding X

WILL THIS SITE BE RECOMMENDED FOR USE (YES/NO) AND EXPLAIN:

 C&D

 X Vegetative

 Both C&D and Vegetative

 White Goods

 Other (Describe)

LIST NUMBERS OF EACH PHOTOGRAPH TAKEN OF THE PROPERTY: 824, 825, 826, 827, 828

THE FOLLOWING LANDFILLS ARE WITHIN 30 MILES OF THE SITE:

Seabreeze Environmental Landfill

Coastal Plains Landfill

Dixie Farm Road Landfill

SITE SKETCH: IDENTIFY MAJOR FEATURES OF SITE (E.G., ROADWAYS, BARRIERS TO USE, SPATIAL AREA). IF ONLY A PORTION OF PROPERTY IS SUITABLE FOR USE, PLEASE IDENTIFY WHICH AREA(S) WILL BE USED AND WHICH AREAS WILL NOT.

See photos.

Figure D-25
Site Seven – Weems Asphalt Plant

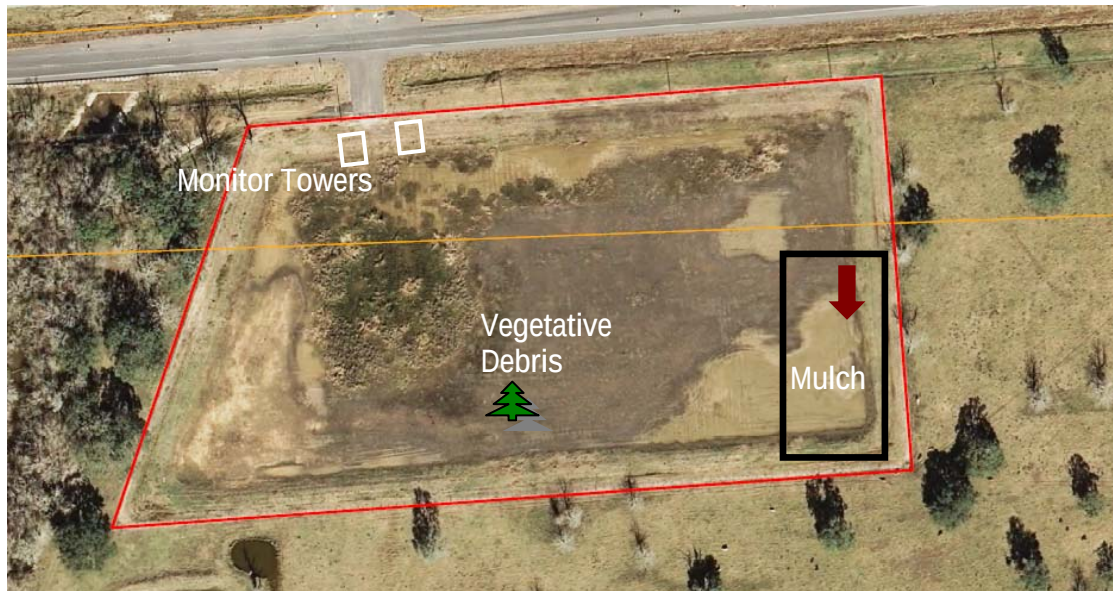


Figure D-26
Site Seven – Weems Asphalt Plant – Photos



Figure D-27
Site Seven – Weems Asphalt Plant – Photos



Figure D-28
Site Seven – Weems Asphalt Plant – Photos



Appendix D

Investigation of Property Suitability

DEBRIS MANAGEMENT SITE (DMS)

DATE OF SITE INVESTIGATION: 8/25/09

OWNERSHIP OF PROPERTY (CHECK ONE): Municipal Property ☐ County Property ☐ Private Property ☒
Other Ownership (describe) ☐

PROPERTY NAME: Weems Asphalt Plant

PROPERTY OWNER'S NAME: Widener Weems

PROPERTY OWNER'S ADDRESS:

PROPERTY OWNER'S PHONE NUMBER: (979) 549-4361 (mobile) (979) 345-5555 (business)

ESTIMATED PROPERTY SIZE: 10 ACRES SITE GPS COORDINATES: N 29°08.391" W 95°35.883"

CHARACTERIZATION OF NEIGHBORING PROPERTIES	
EVALUATION FACTOR	COMMENTS
Property current land use	None, former asphalt plant
Any proposed future land uses	For sale
Environmental issues	None
Proximity to schools, churches, community centers	None
Property topography	Flat
Open water sources	None
Ground water wells	Yes
Access to electricity/sewer/water	Onsite
Soil integrity	Dirt, gravel, brush
Surface water drainage	Pooling occurs in low-lying areas
Prevailing wind direction	West
Ingress/Egress	Sufficient
Lighted area	No
Site security	Locked gate
Buffer distance for noise control	1 mile
Property developed	No
Property adjacent to airport/airfield	No
Site able to handle large volume of trucks	Yes

SITE PREPARATION: High _____ Medium X Low _____

SUITABILITY TO WET WEATHER: High _____ Medium X Low _____

ABILITY TO SERVE A SPATIAL AREA: High X Medium _____ Low _____

DEBRIS MANAGEMENT SITE REPORT

SITE ACCEPTABILITY FOR WHAT TYPE OF REDUCTION METHOD (CHECK APPLICABLE METHOD(S)):

Open Burning X

Air Curtain Incineration X

Grinding X

WILL THIS SITE BE RECOMMENDED FOR USE (YES/NO) AND EXPLAIN:

 C&D

 X Vegetative

 Both C&D and Vegetative

 White Goods

 Other (Describe)

LIST NUMBERS OF EACH PHOTOGRAPH TAKEN OF THE PROPERTY: 824, 825, 826, 827, 828

THE FOLLOWING LANDFILLS ARE WITHIN 30 MILES OF THE SITE:

Seabreeze Environmental Landfill

Coastal Plains Landfill

Dixie Farm Road Landfill

SITE SKETCH: IDENTIFY MAJOR FEATURES OF SITE (E.G., ROADWAYS, BARRIERS TO USE, SPATIAL AREA). IF ONLY A PORTION OF PROPERTY IS SUITABLE FOR USE, PLEASE IDENTIFY WHICH AREA(S) WILL BE USED AND WHICH AREAS WILL NOT.

See photos.

**Table D-1
Debris Management Site Matrix**

Site	Site One – Seabreeze Environmental Landfill	Site Two – McGaughey Property	Site Three – Sheriff's Office Complex	Site Four – Old Alvin Landfill
Location	FM 523, south of FM 2004	Off of Highway 35 on Mitchell Road	County Road 45, east of County Road 48	Off of Mays Road in Alvin
GPS	N 29°05'25.617" W 95°21'56.022"	N 29°07'22" W 95°37'04"	N 29°14'54" W 95°24'32"	N 29°24'43.02" W 95°20'39.66"
Estimated acres	25	25	29	6
Ranking (Primary, secondary, not recommended)	Primary	Primary	Primary	Primary
Ingress/Egress (Easy access for trucks, ability to queue trucks, etc.)	One lane for ingress; needs additional lane for egress.	One lane for ingress; needs additional lane for egress.	Good ingress/egress for debris removal trucks. The site is also sufficient in size to allow truck queuing within the site.	Sufficient
Estimated usable acres (How many acres are clear land)	Approximately 23 acres	Approximately 25 acres	Approximately 27 acres	Approximately 6 acres
Level of site preparation needed (Minimal, medium or lots of preparation needed)	Medium amount of preparation needed. Entrance and exit may need to be enhanced to create easier opportunity for truck access.	Medium amount of preparation needed. Entrance and exit may need to be enhanced to create easier opportunity for truck access.	Entrance and exit may need to be stabilized with rock or gravel depending on weather conditions.	Minimal amount of preparation needed.
Property current land use (Existing structures, open field, etc.)	Unused land adjacent to the Seabreeze Environmental Landfill, owned by Waste Connections of Texas, Inc.	Cattle field	Unused land adjacent to the Sheriff's Office Complex, owned by the County.	Unused land adjacent to former landfill.
Property topography (Flat, hilly, pit, etc.)	Flat	Flat	Flat	Mostly flat
Environmental issues (Any issues, standing structures, wildlife, etc.)	None	None	None	None
Type of ground (Sand, grass, usable dirt)	Grass, usable dirt	Grass, usable dirt	Grass, usable dirt	Grass, usable dirt, gravel

DEBRIS MANAGEMENT SITE REPORT

Site	Site One – Seabreeze Environmental Landfill	Site Two – McGaughey Property	Site Three – Sheriff's Office Complex	Site Four – Old Alvin Landfill
Open water sources (Any standing water on site)	None	None	None	Small ponds next to site.
Site security (Any fence, would site be easy to secure?)	No fence; site needs additional security prior to use.	Site is fenced and locked.	No fence; site needs additional security prior to use.	Site is gated, locks needed.
Recommended debris type	Vegetative	Vegetative	Vegetative	Vegetative
Site able to handle large volume of trucks (Yes/No, access road speed, traffic)	Yes	Yes	Yes	Yes

Site	Site Five – Sweeny Fire Field	Site Six – Weems Oil Field	Site Seven – Weems Asphalt Plant
Location	Off of McKinney Road in Sweeny	Off of Highway 36 in West Columbia	Off of Highway 35 in East Columbia
GPS	N 29°03'04" W 95°40'59"	N 29°10'19.86" W 95°39'37.38"	N 29°08.391" W 95°35.883"
Estimated acres	14	47	10
Ranking (Primary, secondary, not recommended)	Primary	Secondary	Secondary
Ingress/Egress (Easy access for trucks, ability to queue trucks, etc.)	One lane for ingress; needs additional lane for egress.	Primary entrance needs to be expanded. The site is also sufficient in size to allow truck queuing within the site.	Good ingress/egress for debris removal trucks.
Estimated usable acres (How many acres are clear land)	Approximately 14 acres	Approximately 45 acres	Approximately 10 acres
Level of site preparation needed (Minimal, medium or lots of preparation needed)	Medium amount of preparation needed. Entrance and exit may need to be enhanced to create easier opportunity for truck access.	Medium amount of preparation needed. Entrance and exit may need to be enhanced to create easier opportunity for truck access.	Medium amount of preparation needed. Entrance and exit may need to be enhanced to create easier opportunity for truck access.
Property current land use (Existing structures, open field, etc.)	Unused land adjacent to the Seabreeze Environmental Landfill, owned by Waste Connections of Texas, Inc.	Oil field, potentially a future industrial park	Former asphalt plant, currently up for sale
Property topography (Flat, hilly, pit, etc.)	Mostly wooded	Mostly flat	Flat

Appendix D

Site	Site Five – Sweeny Fire Field	Site Six – Weems Oil Field	Site Seven – Weems Asphalt Plant
Environmental issues (Any issues, standing structures, wildlife, etc.)	None	None	None
Type of ground (Sand, grass, usable dirt)	Grass, usable dirt	Grass, usable dirt	Dirt, gravel, brush
Open water sources (Any standing water on site)	Small ponds next to site.	None	None
Site security (Any fence, would site be easy to secure?)		Site is fenced.	Site is gated and locked.
Recommended debris type	Vegetative	Vegetative	Vegetative
Site able to handle large volume of trucks (Yes/No, access road speed, traffic)	Yes	Yes	Yes

Appendix E FIELD DOCUMENTS

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY FORCE ACCOUNT LABOR SUMMARY RECORD										PAGE _____ OF _____ DISASTER _____	O.M.B. No. 1660-0017 Expires October 31, 2008
APPLICANT		PAID NO.		PROJECT NO.		CATEGORY		PERIOD COVERING			
LOCATION/SITE											
DESCRIPTION OF WORK PERFORMED											

DATES AND HOURS WORKED EACH WEEK										COSTS				
NAME	DATE	REG.	O.T.	REG.	O.T.	REG.	O.T.	REG.	O.T.	TOTAL HOURS	HOURLY RATE	BENEFIT RATE/HR	TOTAL HOURLY RATE	TOTAL COSTS
NAME														
JOB TITLE														
NAME														
JOB TITLE														
NAME														
JOB TITLE														
NAME														
JOB TITLE														
NAME														
JOB TITLE														
NAME														
JOB TITLE														
TOTAL COSTS FOR FORCE ACCOUNT LABOR REGULAR TIME														\$ _____
TOTAL COST FOR FORCE ACCOUNT LABOR OVERTIME														\$ _____

I CERTIFY THAT THE INFORMATION ABOVE WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.		TITLE _____ DATE _____
CERTIFIED		DATE

[illegible]

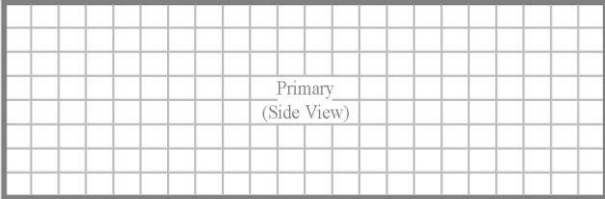
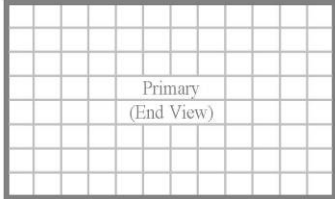
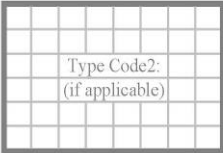
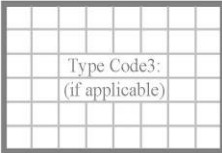
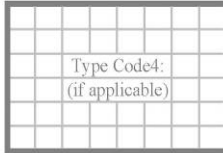
		HAULOUT TICKET
		#
Applicant:	Disaster #	
Program:	Contractor:	
Truck # :	Truck Capacity:	
TDSR Site:		
Haulout Debris Classification:		
☐ Vegetative Mulch	☐ White Goods	
☐ Ash	☐ Hazardous Materials / Toxic	
☐ C & D Mulch	☐ Household Hazardous Waste	
☐ C & D Compacted	☐ Other: _____	
Driver's Name:	Loading Odometer:	
Loading Time:	Loading Date:	
Monitor Signature:		I.D. #
=====		
Disposal Site Location:	Disposal Odometer:	
Load Call (%):	Weight (tons / lbs.)	
Disposal Time:	Disposal Date:	
Monitor Name (print):		I.D. #
Contractor Name (print):		I.D. #
Notes:		
<i>White - Applicant Green and Yellow - Contractor Pink - Driver Gold - Site Copy</i>		

E-4

Brazoria County – Disaster Debris Management Plan – September 2009

TRUCK CERTIFICATION

CAPACITY	VEHICLE I.D.

GENERAL INFORMATION					
Applicant:		Disaster #		Contractor:	
1st Tier Sub:		2nd Tier Sub:		Date:	Time: A P
Driver Name:		License #		State:	Expiration:
Driver Phone:		Tag #		State:	Expiration:
Vehicle Type: ☐ Dump Truck ☐ Hydraulic Dump Trailer ☐ Non-hydraulic Dump Trailer ☐ Semi-Trailer ☐ Self-Loading Truck ☐ Other: _____					
Features: ☐ Sideboards ☐ Dog Box ☐ Curved/Angled Sides/Floor ☐ Tail Gate Extension ☐ Wheel Wells ☐ Other: _____					
MEASUREMENT INFORMATION					
Primary Interior Dimensions:	L ₁	x W ₁	x H ₁	= V ₁	Inches (whole number)
Modifications to Overall Interior Dimensions Circle "+" for Addition or "-" for deduction Type Code: A = Box Shape; B = Sideboards; C = Tail Gate Extension; D = Dog Box; E = Wheel Wells; F = Other					
Type Code ₂ :	L ₂	x W ₂	x H ₂	= V ₂	☐ ÷ 2 + / -
Type Code ₃ :	L ₃	x W ₃	x H ₃	= V ₃	☐ ÷ 2 + / -
Type Code ₄ :	L ₄	x W ₄	x H ₄	= V ₄	☐ ÷ 2 + / -
Round Bottom Truck:	[$\pi \times (D \div 2)^2 \times L$] ÷ 2		[3.14 x (_____ ÷ 2) ² x _____] ÷ 2	= V ₅	+ / -
V _{total} = Primary Interior Cubic Inches +/- Modification Cubic Inches				= V _{total}	CYD
CYD = V _{total} / 46,656 (rounded to the nearest whole number)					
VEHICLE SKETCH					
 Primary (Side View)			 Primary (End View)		
 Type Code2: (if applicable)		 Type Code3: (if applicable)		 Type Code4: (if applicable)	
 Round Bottom: (if applicable)					
Measured by:		I.D. #	Calculated by:		I.D. #
Applicant Representative (print):		I.D. #	Contractor Representative (print):		I.D. #
Signature:			Signature:		
<i>White - Applicant Green and Yellow - Contractor Pink - Driver Gold - Site Copy</i>					

Appendix F

SAMPLE PRESS RELEASES

For Immediate Release (Approximately 48-72 Hours Prior to Event)

Brazoria County, Texas – The potential for dangerous tornado/flash flood conditions is imminent for Brazoria County and its residents. In anticipation of what is likely to be a large debris-generating storm, residents are asked to secure or store all yard items that may become damaging projectiles. Residents should be advised that the County is prepared and has a plan in place to respond immediately following the event. Once dangerous conditions subside and roads have been cleared of obstructions, residents should bring any debris to the public right-of-way for removal.

The public right-of-way is the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement. Residents should separate clean, vegetative debris—woody burnable debris, such as limbs and shrubbery—from construction and demolition debris. Do not mix hazardous material—which includes paint cans, aerosol sprays, batteries or appliances—with construction and demolition debris. Household garbage, tires or roof shingles cannot be combined with any storm debris.

Do not place debris near any water meter vault, fire hydrant or any other above-ground utility. Only debris placed on the public right-of-way will be eligible for collection until further notice.

If all debris is not picked up during the initial pass, residents should continue to push remaining debris to the public right-of-way for collection on subsequent passes. Residential debris drop-off locations may be available within Brazoria County. Check the Brazoria County Web site (**INSERT WEB SITE**) for the location of these sites and the hours of operation, or call **INSERT NUMBER**. The Brazoria County website will also provide County office closure times/date (including garbage collection and County facilities). All reconstruction debris (i.e., debris resulting from rebuilding) is the responsibility of the homeowner. Those items must be dropped off at the **INSERT LOCATION**.

Brazoria County residents are encouraged to stay indoors until dangerous winds have passed. Please tune into local news channels for updated weather information.

#####

For Immediate Release (Approximately 0-72 Hours Following Event)

Brazoria County, Texas – Brazoria County is beginning its recovery process following **INSERT EVENT**. At this time residents are asked to place any storm-generated debris on the public right-of-way.

The public right-of-way is the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement. Keep vegetative debris—woody burnable debris, such as limbs and shrubbery—separated from construction and

demolition debris, which will be collected separately. Bagged debris should not be placed on the public right-of-way, as only loose debris will be collected. Any household hazardous waste, roof shingles or tires resulting from **INSERT EVENT**, may be eligible for removal and should be separated at the curb.

Do not place near any water meter vault, fire hydrant or any other above-ground utility. Only debris placed on the public right-of-way will be eligible for collection until further notice.

If all debris is not picked up during the initial pass, residents should continue to push remaining debris to the right-of-way for collection on subsequent passes. Household garbage collection will resume its normal schedule on **INSERT DATE AND TIME**. Please check the Brazoria County Web site (**INSERT WEB SITE**) for additional information and updates on the debris removal process.

For more information, please call the County's debris hotline at **INSERT NUMBER**.

####

For Immediate Release (72 Hours Prior to Final Pass of Debris Removal)

Brazoria County, Texas. – Final preparations are being made for the third and potentially final pass for debris removal following **INSERT EVENT**.

Brazoria County residents should have all storm-generated debris in front of their homes on the public right-of-way—the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement—no later than **INSERT DATE** to be eligible for pick-up.

Brazoria County cannot guarantee that debris placed on the public right-of-way after the specified deadline will be removed.

Residents should continue to separate vegetative debris—woody burnable debris, such as limbs and shrubbery—and construction and demolition debris. Do not place debris near any water meter vault, fire hydrant or any other above-ground utility. Hazardous household chemicals, such as paint cans and batteries, may be deposited at the **INSERT LOCATION**.

To follow the debris removal efforts in your neighborhood and the rest of the County visit the Brazoria County Web site **INSERT WEB SITE**, or call **INSERT NUMBER**.

####

Appendix G

SAMPLE RIGHT-OF-ENTRY AGREEMENT

ROE Number:

RIGHT-OF-ENTRY AGREEMENT

Brazoria County, Texas

I/We _____, the owner(s) of the property _____ commonly identified as _____, Brazoria County, Texas do hereby request aid in removing debris to prevent further damage to my/our property and therefore grant and give freely, without coercion, the right of access and entry to said property Brazoria County, the United States Government, its employees, agents, contractors and subcontractors thereof, pursuant to all applicable laws for the purpose of removing and clearing any or all storm-generated debris of whatever nature from the above described property.

It is fully understood that this permit is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold harmless Brazoria County, the State of Texas and the United States Government, their agencies, contractors and subcontractors, for damage of any type whatsoever, either to the above described property or persons situated thereon, and hereby release, discharge and waive any action, either legal or equitable, that might arise out of any activities on the above described property. The property owner(s) will mark any storm damaged sewer lines, water lines and other utility lines located on the described property.

I/We (have ____, have not ____), (will ____, will not____) receive(d) any compensation for debris removal from any other source, including the Small Business Administration, the Natural Resources Conservation Service, private insurance, individual and family grant program, or any other public assistance program. I will report any insurance settlements made to me or my family for debris removal on this property that has been performed at government expense. I am fully aware that an individual who fraudulently or willfully misstates any fact in connections with this agreement shall be subject to a fine of not more than \$10,000, or imprisoned for not more than one year, or both.

STRUCTURAL DEMOLITION/REMOVAL

I/We (do_____, do not_____) request demolition and/or removal of unsafe structures on the described property, and upon request, certify that I/we have dwelling and/or appurtenant structures located on the property that are storm damaged to the extent to be unsafe, uninhabitable and beyond reasonable repair. If Brazoria County debris removal program allows structural demolition and/or removal of unsafe structures by this request, I/we extend right-of-entry for such purpose. By this authorization I/we state all personal effects of value to me/us have been removed from the property. I/We understand that the County is not obligated

Appendix G

to demolish or remove structures as part of the debris removal program, and that any structures that may be removed under the program are recognized to be unsafe.

For the considerations and purposes set forth herein, I hereby set my hand this _____ day of _____, 20____.

Owner Signature: _____ Owner Signature: _____

Printed Name: _____ Printed Name: _____

Address Telephone

Witness (Signature/Printed Name): _____

Address: _____

Appendix H

SAMPLE MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, made and entered into this _____ day of _____ 2009, by and between (hereinafter "OWNER"), and Brazoria County (hereinafter "COUNTY") (collectively referred to hereinafter as "the Parties").

WHEREAS, the COUNTY has a debris management plan for the removal, reduction, and disposal of large volumes of debris from public property following large scale disasters; and

WHEREAS, pursuant to the COUNTY debris management plan, the COUNTY may or may not enter into an agreement with one or more contractor(s) to manage and operate the removal, reduction, and disposal of disaster generated debris depending on the severity of the incident; and

WHEREAS, OWNER is the owner of a tract of land in Brazoria County, Texas (hereinafter "the Property"), more particularly described in Exhibit A attached hereto; and

WHEREAS, the COUNTY has identified the Property owned by OWNER as a suitable location for a Debris Management Site ("DMS"), to be used by the COUNTY in the event of a disaster necessitating debris removal, reduction, and disposal; and

WHEREAS, the COUNTY and the OWNER have agreed to cooperate toward establishment of a DMS to be used by the COUNTY, or its designees, in the event of emergency assistance efforts requiring debris removal, reduction, and disposal in Brazoria County.

Now therefore, the Parties agree as follows:

I. PROPERTY

The Property, as shown and identified as DMS on Exhibit A, constitutes approximately _____ acres available for DMS operations. The physical location of the site is: _____ and is a portion of property owned by OWNER identified as: _____ County Real Estate ID#: _____.

II. TERM

Subject to early termination as permitted by Section V herein below, this Agreement shall be for a term of _____ from the date of the Agreement without regard to the Commencement Date (as hereinafter defined).

III. AGREEMENT

OWNER, subject to the terms and conditions set forth herein, hereby agrees to the use of the Property by the COUNTY for purposes of staging, storing, reducing, and properly disposing of disaster generated debris following a natural or man-made event.

IV. COUNTY OBLIGATIONS

- a. Obtain, or cause to be obtained, all required local, state, and federal permits for the operation of a DMS;

Appendix H

- b. Install, or caused to be installed, if necessary, a temporary access road (of gravel, graded dirt, or other temporary material) for access of debris hauling vehicles to the Property;
- c. Manage, or cause to be managed, the DMS during the entire period of COUNTY use;
- d. Remove, or cause to be removed, all debris, vehicles, equipment, and temporary structures located on the property which were placed thereon by the COUNTY, its employees, agents, contractors, subcontractors, and representatives;
- e. Restore, or cause to be restored, the property to the property's pre-use condition prior to the return of use of property to the OWNER;
- f. Perform, or cause to be performed, soil testing and abatement of any hazards created on the property as a direct result of COUNTY use as required under local, state, and federal law prior to the closing of the debris site and return of use of the property to the OWNER;
- g. Repair, or cause to be repaired, any damage to the property, including buildings and structures located on the property, caused as a direct result of COUNTY use of the property; in lieu of making or causing to make repair, the COUNTY may compensate OWNER for the cost of said repair upon agreement of both parties.

V. OWNER OBLIGATIONS

- a. Take no action that renders the Property unusable as a temporary disaster debris disposal site as determined by the COUNTY;
- b. Upon notification (either verbal or in writing) by the COUNTY of the COUNTY'S intent to make use of some or all of the Property as a DMS under the terms and conditions of this Agreement, to make as much of the Property as deemed necessary by the COUNTY immediately available to the COUNTY, and to immediately remove all personal property (including, but not limited to vehicles and equipment) from those portions of the Property identified by the COUNTY for use;
- c. Not interfere in any manner with COUNTY-controlled debris management operations during the period of the COUNTY'S use of the Property under the terms and conditions of this Agreement.

VI. COMMENCEMENT DATE

The COUNTY will initiate DMS operations immediately preceding an event anticipated to generate debris within the COUNTY, or immediately following an event that generated debris within the COUNTY. The COUNTY will activate this Agreement through verbal notification to the OWNER, followed by written notification transmitted by United States mail as certified or registered mail, return receipt requested, postage paid, and addressed to OWNER. The "Commencement Date" shall be the date upon which notification is verbally provided by the County to OWNER.

VII. ASSIGNMENT

OWNER shall not sell or in any way assign, transfer, or encumber his control of the Property without prior written notification to the COUNTY.

VIII. COMPENSATION

The parties agree that no compensation will be rendered for the use of the Property by the COUNTY. The COUNTY, or its designee(s), shall be responsible for restoring the Property to its original state.

IX. DMS OPERATIONS

The COUNTY, or its designee(s), will establish, operate, and monitor Debris Management Site ("DMS") operations from the time of activation of this agreement through site restoration.

SAMPLE MEMORANDUM OF AGREEMENT

X. WORKING HOURS

Working hours for the DMS are only during daylight hours, seven days a week. Working hours may need to be adjusted to accommodate 24-hour operations depending on the severity of the incident.

XI. DEBRIS DISPOSAL

The COUNTY, or its designee(s), will properly, promptly and lawfully dispose of all waste, ash, and debris brought to or generated on the DMS.

XII. DEBRIS SOURCES

The debris stream entering the DMS may include debris generated in the unincorporated areas of _____ the COUNTY, areas within neighboring municipalities, areas within COUNTY jurisdiction, and from road right-of-ways maintained by the Texas Department of Transportation (TxDOT). The COUNTY will coordinate with the TxDOT, the COUNTY and neighboring municipalities with regard to debris disposal at the COUNTY-operated DMS. The intention of this Agreement is to create an arrangement where TxDOT, the COUNTY, and municipalities can deliver their debris to the DMS upon approval by the COUNTY, and does not necessitate individual agreements between the OWNER and each entity.

XIII. NOTICES

Any notice or demand which by any provision of this agreement is required or allowed to be given by either party to the other shall be deemed to have been sufficiently given for all purposes when made in writing and sent in the United States mail as certified or registered mail, return receipt requested, postage paid, and addressed to the following respective addresses:

XIV. INDEMNIFICATION

The COUNTY agrees to indemnify and hold harmless OWNER from any claims, causes of action, administrative proceedings, and any and all other legal claims directly arising out of or relating to any damage, injury, loss, or other actions or omissions taken by the COUNTY, its employees, agents, contractors, subcontractors, and representatives as a direct result of the COUNTY'S use of the Property under the terms and conditions of the Agreement. The COUNTY shall not be liable for any damage, injury, loss, or other actions or omissions not taken by COUNTY, its employees, agents, contractors, subcontractors and representatives, including acts of third parties not operating at the direction of or under the control of COUNTY. Further, COUNTY shall not be liable for any injury, damage, or loss sustained by OWNER as a result of OWNER'S breach of the terms and conditions of this Agreement.

XV. TERMINATION

This Agreement shall be in effect from the last date written below until _____. This Agreement may be terminated by either party upon submission of a thirty-day advance written notice of termination. It is the intention of the Parties to discuss the renewal of this Agreement on an annual basis. Such renewals, if mutually agreed upon, shall be evidenced by an executed Supplemental Memorandum of Agreement. The Parties may choose to negotiate new or changed terms at the time of renewal.

OWNER:

COUNTY:

Appendix H

XVI. ENTIRE AGREEMENT

The OWNER and the COUNTY agree that this document constitutes the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties. Modifications may be evidenced by facsimile signatures. Unless and until further modified, this agreement shall consist of this document and the following attachments or addenda: Exhibit A

XVII. GOVERNING LAW

Both parties agree that this Agreement shall be governed by the laws of the State of Texas.

This Agreement shall be effective on the date of the last signature below. Jurisdiction in witness whereof, the Parties have each executed this Agreement, this the ____ day of _____, 2009.

OWNER

BY: _____
(Signature)

(Print Name)

(Title)

DATE: _____

BRAZORIA COUNTY

BY: _____
(Signature)

(Print Name)

(Title)

DATE: _____

WITNESS

BY: _____
(Signature)

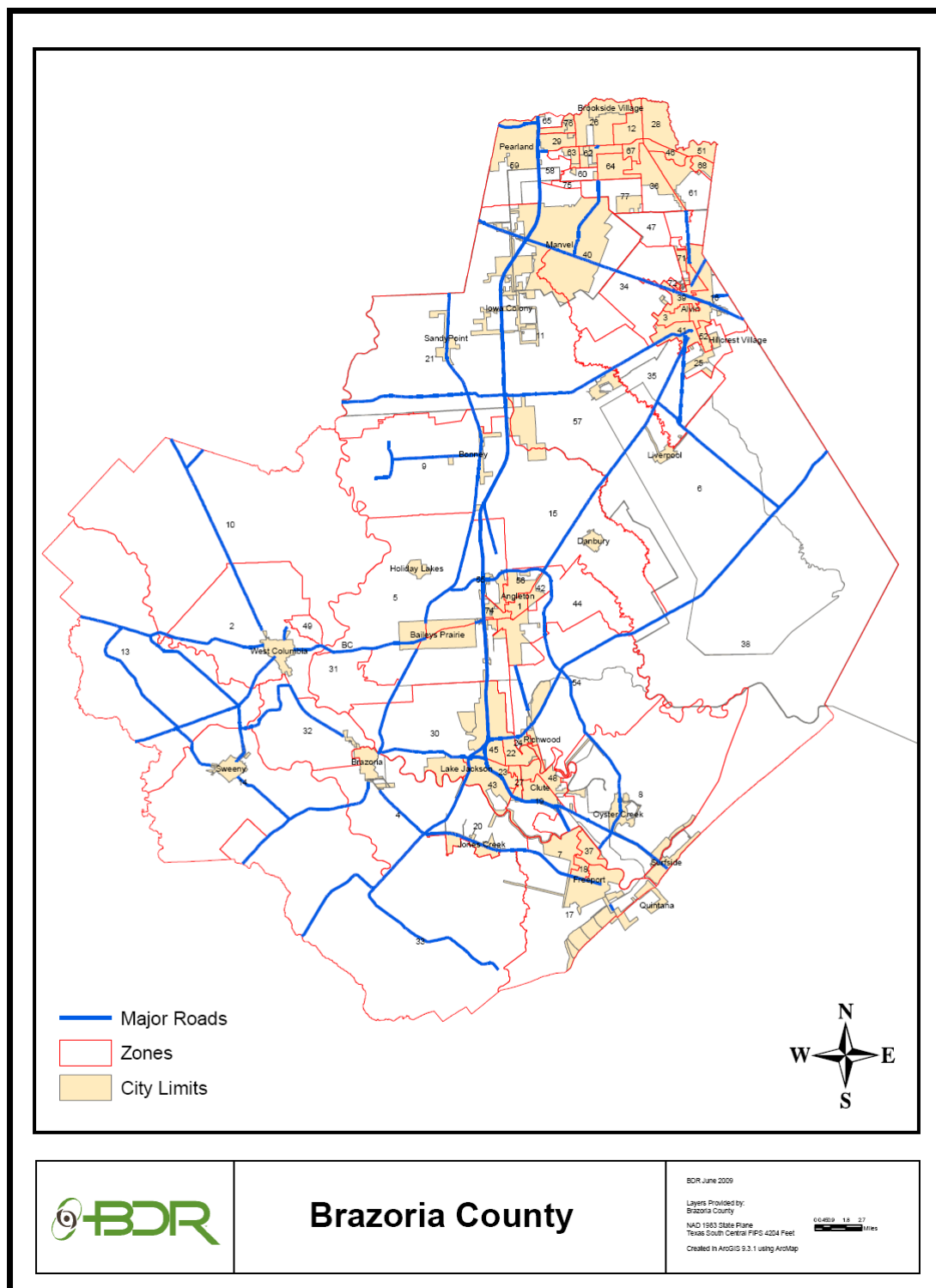
(Print Name)

(Title)

DATE: _____

Appendix I

ZONE MAPS



Appendix J

HEALTH AND SAFETY STRATEGY

Health and Safety Strategy

Purpose

The purpose of this health and safety strategy is to supplement existing Brazoria County safety guidelines with regard to debris removal activities. These are recommended baseline safety provisions. Ultimately, health and safety is the responsibility of the contracted parties involved in debris removal activities. This document will outline some of the general steps necessary to provide a safe work environment for the employees of the monitoring firm and debris removal contractors. In addition, this document will identify some representative work hazards as well as appropriate measures to reduce risk of injury.

1.0 Dissemination of Information

The monitoring firm and debris removal contractors' project managers will be provided with this document and will be expected to disseminate the information and guidelines to their respective personnel. A copy of the document should be available for consultation. In addition, elements of the document will be reviewed periodically throughout the project to increase worker awareness.

2.0 Compliance

The monitoring firm and debris removal contractors' project managers are responsible for the health and safety compliance of their respective personnel and subcontractors. Any crews or individuals that are not compliant shall be suspended from debris removal activities until the situation is remedied. Frequent offenders of safety policies and procedures will be dismissed from the project entirely.

3.0 Job Hazard Assessment

Though debris removal activities are fairly similar among events, assessing the particular hazards of each disaster is an important part of maintaining health and safety for the debris removal workers. At a minimum, the following areas of focus should be considered as part of a job hazard assessment:

- **Disaster Debris** – Disasters that result in property damage typically generate large quantities of debris which must be collected and transported for disposal. The type of debris varies depending on the characteristics of the region (e.g., terrain, climate, dwelling and building types, population) and the debris-

generating event (e.g. type, event strength, duration). In addition, the disaster debris produces a host of uneven surfaces which must be carefully negotiated.

- **Debris Removal** – Often the removal of disaster debris involves working with splintered or sharp edges of vegetative or construction material debris. Many disasters involve heavy rains or flooding. Consequently, disaster debris is damp and heavier than usual. As weights increase, so does the risk of injury.
- **Removal Equipment** – In most disasters, debris must be removed from the public right-of-way (ROW) to provide access for emergency vehicles and subsequent recovery efforts. Debris collection and removal requires the use of heavy equipment and power tools to trim, separate and clear disaster debris.
- **Traffic Safety** – The ROW is located primarily on publicly maintained roads. As a result, much of the debris removal process takes place in traffic of varying levels of congestion. In addition, disasters often damage road signs, challenging safety on the road.
- **Wildlife Awareness** – Disasters are traumatic events for people as well as wildlife. Displaced animals, reptiles and insects pose a hazard to debris removal workers.
- **Debris Disposal** – After disaster debris is collected it is often transported to a Debris Management Site (DMS). Upon entry to a DMS, the monitoring firm will assess the volume of disaster debris being transported. The collection vehicle will then dispose of the disaster debris, at which time the debris will be reduced either through a grinding operation or incineration. The DMS is a common area for injury. Response and recovery workers in this environment are more likely to be exposed to falling debris, heavy construction traffic, noise levels, dust and airborne particles from the reduction process.
- **Climate** – Debris-generating disasters often occur in areas or seasons with extreme weather conditions. The effects of temperature and humidity on physical labor must be monitored, and proper work-rest intervals must be assessed.

4.0 Administrative and Engineering Controls

The use of administrative and engineering controls can greatly reduce the threats to public health and safety in debris removal activities. The following are some of the common administrative and engineering controls used in the debris removal process:

Collection Operations

- Conduct debris removal operations during daylight hours only.
- Limit cleanup operations to one side of the road at a time.

- Limit collection work under overhead lines.
- Inspect piles before using heavy equipment to remove them in order to ensure that there are no hazardous obstructions.
- Make sure that all collection vehicles have properly functioning lights, horns and backup alarms.
- Load collection vehicles properly to guard against overloading or unbalancing.
- Cover and secure loads, if necessary.
- When monitoring the collection process, stay alert in traffic and use safe driving techniques.

Power Tools

- Inspect all power tools before use.
- Do not use damaged or defective equipment.
- Use power tools for their intended purpose.
- Avoid using power tools in wet areas.

Debris Reducing Machinery (e.g., Grinders/Wood Chippers)

- Do not wear loose-fitting clothing.
- Follow the manufacturer's guidelines and safety instructions.
- Guard the feed and discharge ports.
- Do not open access doors while equipment is running.
- Always chock the trailer wheels to restrict rolling.
- Maintain safe distances.
- Never reach into operating equipment.
- Use lock out/tag out protocol when maintaining equipment.

Debris Management Site/Disposal Operations

- Use jersey barriers and cones to properly mark traffic patterns.
- Use proper flagging techniques for directing traffic.
- Monitor towers must not exit into traffic and should have hand and guard rails to reduce trips and falls.
- Monitor towers must have properly constructed access stairways with proper treads and risers and proper ascent angle (4:1 height/width ratio).
- Monitor towers must be surrounded by jersey barriers which protect the tower and monitors from being struck by inbound or outbound collection vehicles.
- Monitor towers should be located upwind from dust- and particulate-generating activities.
- A water truck should spray the site daily to control airborne dust and debris.

5.0 Personal Protective Equipment

Personal Protective Equipment (PPE) is the last resort in providing a safe working environment for employees. PPE does not eliminate or even reduce hazards as administrative and engineering controls do. PPE works to reduce the risk of injury by creating a protective barrier between individuals and workplace hazards.

PPE should only be used for its intended purpose. For example, using the wrong type of respirator might expose the worker to carcinogenic particulates. Properly fitting the equipment to the user may require examination by a medical professional. PPE that does not fit well will not provide maximum protection and will decrease the likelihood of the individual continuing to use the equipment. Furthermore, improper use may result in serious injury or death. The proper use of the equipment is outlined in detail in the manufacturer's instructions.

The following PPE may be applicable in standard ROW, right-of-entry, and vegetative, and construction and demolition debris removal activities:

- **Head Protection** – This includes equipment designed to provide protection for an individual's head against hazards such as falling objects or the possibility of striking one's head against low hanging objects. PPE used to protect the head must comply with ANSI Z89.1-1986, "American National Standard for Personnel Protection – Protective Headwear for Industrial Workers – Requirements."
- **Foot Protection** – This includes equipment designed to provide protection for an individual's feet and toes against hazards such as falling or rolling objects, objects that may pierce the sole or upper section of the foot, etc. PPE used to protect the feet and toes must comply with ANSI Z-41-1991, "American National Standard for Personal Protection – Protective Footwear."
- **Hand Protection** – This includes equipment designed to provide protection for an individual's hands against hazards such as sharp or abrasive surfaces. The proper hand protection necessary is dependent upon the situation and characteristics of the gloves. For instance, specific gloves would be used for protection against electrical hazards, while the same gloves may not be appropriate in dealing with sharp or abrasive surfaces.
- **Vision/Face Protection** – This includes equipment designed to provide protection for an individual's eyes or face against hazards such as flying objects. PPE used to protect eyes and face must comply with ANSI Z87.1-1989, "American National Standard Practice for Occupational and Educational Eye and Face Protection." Again, the type of eye/face protection necessary is dependent upon the situation and characteristics of the equipment. For instance, eye and face protection used by individuals who are welding may not be appropriate for individuals operating a wood chipper.
- **Hearing Protection** – This includes equipment designed to provide protection for an individual's hearing against prolonged exposure to high noise levels. According to the Occupational Safety and Health Administration (OSHA), the permissible level of sound is an average of 90 decibels over the course of an eight hour work day. For anything above the permissible sound exposure

level, hearing protection is required. PPE used to protect hearing must comply with ANSI S3.19-1974, “American National Standard Practice for Personal Protection – Hearing Protection.”

- **Respiratory Protection** – This includes equipment designed to provide protection for an individual’s respiratory system against breathing air contaminated with hazardous gases, vapors, airborne particles, etc. PPE used to protect the respiratory system must comply with ANSI Z88.2-1992. In addition, the use of respiratory protection requires a qualitative fit test and in some cases a pulmonary fit test by a licensed medical professional.

6.0 Personal Protective Equipment Debris Removal Activity

PPE requirements are made based upon the results of the job hazards assessment. The following list of PPE is organized by debris removal activity and is meant to be a representative list. Specific PPE requirements vary from location to location. In general, individuals involved in the debris removal process should personally monitor water consumption to avoid dehydration and use appropriate skin protection (e.g., breathable clothes, light colors, sunscreen). Ultimately, the selection of PPE is the responsibility of the monitoring firm and debris removal contractors’ project managers.

Debris Collection Monitoring

The hazards of disaster debris collection monitoring include, but are not limited to, being struck by vehicles; falls or trips on uneven surfaces; cuts, abrasions or punctures from vegetative or C&D sharps. PPE requirements include the following:

- Reflective vest
- Foot protection (e.g., rugged shoes or boots; steel toe and shank, if required)
- Long pants

Debris Disposal Monitoring

The hazards of disaster debris disposal monitoring include, but are not limited to, being struck by or caught in/between vehicles; falls or trips on stairs or uneven surfaces; cuts, abrasions or punctures from vegetative or C&D sharps; and being struck by falling disaster debris. Monitor towers must be equipped with a first aid kit. PPE requirements include the following:

- Reflective vest
- Foot protection (e.g., rugged shoes or boots; steel toe, if required)
- Long pants
- Hard hat

Debris Removal

The hazards of disaster debris removal include, but are not limited to, being struck by vehicles; falls or trips on uneven surfaces; cuts, abrasions or punctures from vegetative or C&D sharps; and airborne debris. In addition, PPE requirements include the following:

- Reflective vest
- Vision and hearing protection
- Foot protection (e.g., rugged shoes or boots; steel toe and shank, if required)
- Long pants
- Hand protection (Note: Leather gloves required for persons handling debris)

Debris Disposal and Reduction

The hazards of disaster debris disposal and reduction include, but are not limited to, being struck by or caught in between vehicles; falls or trips on uneven surfaces; cuts, abrasions or punctures from vegetative or C&D sharps; being struck by falling disaster debris; and airborne particles. PPE requirements include the following:

- Reflective vest
- Foot protection (e.g., rugged shoes or boots; steel toe, if required)
- Vision and hearing protection
- Long pants
- Hard hat

Debris Cutting and Trim Work

The hazards of disaster debris cutting and trimming work include, but are not limited to being struck by or caught in between vehicles; falls or trips on uneven surfaces; cuts, abrasions or punctures from power tools, vegetative or C&D sharps; being struck by falling disaster debris; and airborne particles. PPE requirements include the following:

- Reflective vest
- Hand and foot protection (e.g., rugged shoes or boots; steel toe, if required)
- Vision and hearing protection
- Long pants
- Gloves
- Hard hat

For additional information regarding health and safety requirements, please contact OSHA.

Health and Safety Contact Information	
Occupational Safety and Health Administration	1-800-321-6742

Appendix K

PURCHASING MANUAL AND FIXED ASSET POLICY

MANUAL

Date: January 3, 2001

COMMISSIONERS COURT OF BRAZORIA COUNTY, TEXAS

REGULAR/SPECIAL SESSION

ORDER NO.

43

RE: PURCHASING MANUAL AND FIXED ASSET POLICY

MOTION BY COMMISSIONER

Stanley

SECONDED BY COMMISSIONER

Harris

That upon recommendation by the County Purchasing Agent:

- That the Purchasing Agent be approved to write, revise and maintain a Purchasing Manual and Fixed Asset Policy that complies with Texas Local Government Code §262 and 271.
- That the adoption of the Revised Purchasing Manual & Fixed Asset Policy be approved.

Further, that a certified copy of this order be sent to the County Purchasing Agent.

VOTING

AYE

NAY

County Judge Willy
Commissioner Payne
Commissioner Clawson
Commissioner Harris
Commissioner Stanley

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MEMORANDUM

Date: January 3, 2001
To: Judge John Willy
Commissioner James Clawson
Commissioner Jack Harris
Commissioner Donald Payne
Commissioner Larry Stanley
From: Charles Crook, County Purchasing Agent *CC*
RE: Purchasing Manual & Fixed Asset Policy

The Purchasing Manual and Fixed Asset Policy is attached for your review. Revisions are noted in *italics*.

The Purchasing Manual was reviewed by Hank Prejean of the D.A.'s Office and a copy was sent to the County Auditor, Connie Garner, as well.

There are no changes to the Fixed Asset Policy.

CC/rtp

BRAZORIA COUNTY
PURCHASING
POLICY AND PROCEDURE MANUAL

01/02/01

FORWARD

THE COUNTY PURCHASING AGENT HAS A TWO-FOLD MISSION:

To establish policies and procedures that are in full compliance with procurement laws. Such procedures will ensure the most economical, proper, prompt and responsive purchase of all supplies, materials, equipment and services required and used; provide all repairs to property owned by the County and used by employees of the County, and implement such policies and procedures in the operation of the office.

To work in concert with the County Auditor as part of the system of checks and balances to ensure the proper expenditure of taxpayer's dollars.

Centralized purchasing is valuable for a number of reasons:

- To ensure compliance with procurement laws by establishing policies and procedures that are consistent with the Texas Local Government Code.
- To allow for the consolidation of small purchases by individual departments into larger volume purchases for the entire County.
- The Purchasing office, and its personnel, have and will increasingly develop a solid foundation of knowledge and experience about purchasing, marketing trends, prices and vendors. This knowledge, expertise and volume purchasing power gives Brazoria County leverage with vendors which will demand lower prices while ensuring county-wide accountability.
- Centralized knowledge and expertise puts the purchasing function on a professional footing and inspires public confidence in the actions of the County.

It is the intent of this manual to promote effective and consistent procurement in Brazoria County.

This manual explains the policies and procedures to be followed in the implementation of the duties of the County Purchasing Agent.

The following references were used in the compilation of this manual:

Model Purchasing Manual for Texas Cities & Counties: Published by the State Comptroller's Office.

Texas Code 262: Purchasing & Contracting Authority of Counties.

Texas Code 271: Purchasing & Contracting Authority of Municipalities, Counties and certain other Local Governments.

Special thanks are due to the following County Purchasing Agents and their staffs for their advice and support:

Bruce Hughes, CPPO, Galveston County

Gilbert Jalamo, CPPB, Fort Bend County

Mark Bosma, CPM, Montgomery County

Thanks are also in order for Connie Garner, Brazoria County Auditor, and her staff for their advice and guidance.

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I. BRAZORIA COUNTY PURCHASING CODE OF ETHICS:

A. GENERAL ETHICAL STANDARD

It shall be a breach of ethics and law:

- to attempt to realize personal gain through public employment with Brazoria County by any conduct inconsistent with the proper discharge of the employee's duties.
- to attempt to influence any public employee of Brazoria County to breach the standards of ethical conduct set forth in this code.
- for any employee of Brazoria County to participate directly or indirectly in a procurement when the employee knows that:
 - the employee, or a member of the employees immediate family has a financial interest pertaining to the procurement;
 - a business or organization in which the employee, or any member of the employees immediate family, has a financial interest pertaining to the procurement; or
 - any other person, business, or organization with whom the employee, or any member of the employees immediate family, is negotiating or, has an arrangement concerning prospective employment, is involved in the procurement.
- to offer, give or agree to give any employee or former employee of Brazoria County, or for any employee or former employee of Brazoria County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other peculiar matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal, therefore, pending before this local government.
- for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Brazoria County, or any person associated therewith, as an inducement for the award of a subcontract or order.

(Contract Clause - The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.).

I. **BRAZORIA COUNTY PURCHASING CODE OF ETHICS: (continued)**

A. GENERAL ETHICAL STANDARD (continued)

- for any employee or former employee of Brazoria County knowingly to use confidential information for actual or anticipated personal gain or for the actual or anticipated gain of any person.¹

**ANY INTENTIONAL VIOLATION OF LAW WILL BE PROSECUTED BY THE
FULL EXTENT OF THE LAW.**

¹ This Code of Ethics is taken from the "Standard Financial Management System for Texas Cities and Counties - Model Purchasing Manual."

II. RELATIONSHIPS:

A. Relationship of Purchasing Department and other County Departments:

The Purchasing Department is a service organization acting as an intermediary between County offices and its vendors. To successfully represent the best interests of the County, it is essential to have the cooperation and a strong working relationship with all County offices. This section of the Purchasing Manual is to be used as a guide to assist in identifying and understanding the responsibilities and obligations required in the purchasing process.

B. Relationship with Vendor's Representative:

1. The buyer-seller relationship is one of mutuality. The responsibility of establishing and maintaining a professional relationship between the County and its suppliers lies with the Purchasing Department. For this reason, it is imperative that the Purchasing Department be made aware of all proposed transactions involving the County.
2. It is the responsibility of the Purchasing Department to represent County departments in the purchasing process. This includes the contact normally associated with sales calls. By observing the policies and procedures outlined in this manual, the time of both the County and its suppliers will be maximized.
3. The relationship between the County Purchasing Department and vendor representatives will be as follows:
 - a. Representatives of vendors will be received by the Purchasing Department promptly and courteously between the hours of 8:00 a.m. and 9:00 a.m., Thursday and Friday. All other visits require an appointment.
 - b. Any useful information received from interviews, catalogs, advertising, etc., will be filed in the Purchasing Department's Specification Library. Departments are encouraged to visit the library during normal working hours (8 a.m. to 5 p.m., Monday through Friday).
 - c. All correspondence with suppliers should originate in the Purchasing Department. Should a County department head find it necessary to correspond with a vendor for any reason, a copy of the correspondence should be sent to the Purchasing Department. Estimated costs for requisition information purposes, may be obtained from vendor catalogs or by obtaining an informal estimate from the vendor. Departments may not negotiate or make commitments to vendors without Purchasing Department approval.
 - d. All County personnel must keep themselves free from the image of conflict of interest by not accepting favors, gifts or entertainment offered by any supplier of the County.

III. RESPONSIBILITIES:

A. AUTHORITY & RESPONSIBILITIES OF PURCHASING AGENT: The County Purchasing Agent is responsible for:

1. Assisting all county departments in meeting their needs for operating equipment, supplies, materials and services.
2. Acquainting with , and endeavoring to know, the needs of all the departments and agencies of the County.
3. Securing products that meet the requirements of the department at the lowest and best price to the County.
4. Knowing the sources and availability of needed products.
5. Reviewing and approving specifications *submitted by end-users*.

B. REQUISITIONER: The Requisitioner is responsible for:

1. Allowing the County Purchasing Agent sufficient time to shop each requisition submitted, select the vendor, place the order and allow the vendor to make delivery.
2. Preparing detailed specifications.
3. Supplying in advance, as requested, a list of anticipated purchases.
4. Notifying the County Purchasing Agent of any abnormal or unusual demands.
5. Not obligating the County for purchases of goods or services.
6. Avoiding illegal or improper purchases.
7. Providing the County Purchasing Agent with a **COMPLETE, CLEAR, CONCISE DESCRIPTION** of the item(s) or service(s) requested. If the Buyers do not know exactly what you need, you may not get what you were expecting.
8. *MONITORING annual contracts and blanket orders and initiating renewal procedures prior to expiration in order to avoid interruptions in service. Department must provide adequate lead time order processing by submitting the renewal request, along with proper specifications, at least sixty days prior to expiration.*

C. GENERAL GUIDELINES:

Departments should be cognizant of budget balances and refrain from forwarding requisitions to the Purchasing Department that would require expenditures in excess of those balances.

The department will be responsible for any purchase made that exceeds their budget balance.

C. GENERAL GUIDELINES: (continued)

Plan purchases in order to keep "expedited" and "emergency" requisitions to a minimum. The County rarely enjoys any economic benefits from rush and emergency purchases. In most cases, prices for commodities and services are at a premium when there is not proper time allowed for the Purchasing Department to explore sources, options and alternatives. The Brazoria County Purchasing Department is committed to expediting all purchase requisitions within a reasonable time frame.

Provide the Purchasing Department ample time to process purchase requests.

1. Departments should allow a 3-10 working day cycle time for purchases less than \$5,000. This allows purchasing the opportunity to consolidate requisitions and obtain competitive quotes when appropriate.
2. Departments should allow a two to three week cycle time on all purchases requested that will exceed \$4,999.99 but are under \$25,000.
3. On purchases \$25,000 or more, a department should allow a four to twelve week turnaround as formal bids or proposals will be required. *Formal bids must be advertised and administered according to strict rules and regulations.*

NOTE: CYCLE TIME REFERS TO THE TIME BETWEEN WHEN A REQUISITION IS RECEIVED IN PURCHASING AND ASSIGNED TO A BUYER, AND WHEN AN ACTUAL PURCHASE ORDER IS PLACED WITH A VENDOR. CYCLE TIME DOES NOT INCLUDE THE TIME REQUIRED FOR DELIVERY OR THE TIME IT TAKES FOR THE BUYER OR USER DEPARTMENT TO MAKE CORRECTIONS OR ADDITIONS TO THE REQUISITION.

Assure that all County employees responsible for making department requests for purchases have read and understand the purchasing procedures of Brazoria County and have signed a "Purchase Authorization Form."

Review all purchase requests to assure they are descriptive and specific but do not prevent competitive bidding of comparable items.

Since there is no central receiving point, each department is responsible for receiving commodities and services. Departments should make Purchasing aware of a shortage, late delivery, damaged merchandise or any other problem relating to the vendor's performance by calling the Purchasing Department and follow up with a written explanation of the situation, if requested.

Departments should understand and appreciate the nature of public purchasing *and compose all purchase requests with the purpose of promoting competitive bidding.*

IV. **THE PURCHASING POLICY:**

- A. The County Purchasing Agent shall purchase all supplies, materials and equipment required or used, and contract for all repairs to property used, by the County or a subdivision, officer, or employee of the County, except purchases and contracts required by law to be made on competitive bid. A person other than the County Purchasing Agent may not make the purchase of the supplies, materials or equipment or make a contract for repairs.

IV. THE PURCHASING POLICY: (continued)

- B. The County Purchasing Agent shall supervise all purchases made on competitive bids, and after the Commissioners' Court award, shall see that all purchased supplies, materials and equipment are delivered to the proper county officer or department in accordance with the purchase contract. §262.011(e) Texas Local Government Code.
- C. A purchase made by the County Purchasing Agent shall be paid for by a warrant drawn by the County Auditor on funds in the County Treasury in the manner provided by law. The County Auditor may not draw and the County Treasury may not honor a warrant for a purchase unless the purchase is made by the County Purchasing Agent or on competitive bid as provided by law. §262.011(f) Texas Local Government Code.
- D. All purchases will be of a quality suitable for the purpose intended at the least expense to the County.
- E. All purchases require the use of a requisition from the using department. No purchase order or purchase order number will be issued until a proper requisition is received in the Purchasing Department.
- H. Purchase Orders will be prepared and issued only by the County Purchasing Agent.
- I. Using departments may be authorized to issue "P.O. releases" against established contracts or blanket purchase orders.
- J. Selection of vendor on non-bid purchases rests exclusively with the County Purchasing Agent. The County Purchasing Agent has neither the duty, power, authority, nor desire to determine whether or not a purchase should be made; his authority extends only to selection of vendor.
- K. **NO PURCHASE ORDERS WILL BE ISSUED AFTER THE FACT.** There are two reasons for this policy:
 - 1. The Texas Local Government Code is quite clear on the point that the County Purchasing Agent makes ALL purchases (except those made on competitive bid).
 - 2. Should the County Purchasing Agent issue a purchase order after a county employee has already made the purchase, dual deliveries may result.
- L. Brazoria County will not be obligated to purchase equipment or accessories that are delivered for use on a trial basis.
- M. The following purchasing procedures that are made with the intention of avoiding competitive bidding requirements are in violation of the law: (Texas Code 262.023). **An offense under this subsection is a Class C or B Misdemeanor depending on the type of violation:**

IV. THE PURCHASING POLICY: (continued)

- COMPONENT PURCHASES: purchasing an item that would normally have been bid as a whole in a series of component purchases
- SEPARATE PURCHASES: purchasing an item in a series of separate purchases that normally would have been purchased in one
- SEQUENTIAL PURCHASES: purchases made over a period of time that in normal purchasing practices would be made as one purchase.

- N. No County employee has the authority to request a purchase of supplies, materials equipment or services for his/her own personal use.
- O. Any commitment to acquire goods or services without an authorized purchase order is prohibited. Anyone authorizing an expenditure of funds for goods or services prior to securing a purchase order may be held personally responsible for the payment.

V. THE REQUISITION:

A. Notes on Automated Requisitioning System:

The following section describes the requisitioning process. Currently, most departments generate requisitions manually and send them to the Purchasing Department for entry into the Merlin Automated System.

Beginning October 1, 1999, Brazoria County *began* using a new automated financial system from the PeopleSoft Company. This system *enables* departments to enter requisitions on-line. Not all departments *are* on-line. Departments will be brought on-line in phases starting October 1, 1999. *Training will be conducted by the Auditing and Information Systems offices.*

Departments that are not on-line should continue to process their requisitions manually until they are phased into the PeopleSoft System.

Departments that are on-line with PeopleSoft will enter the requisition on-line and print the requisition. They will then obtain the necessary signature approvals and forward the approved requisition to Purchasing. Future plans include enabling requisitions to be entered, approved and transmitted on-line.

B. GENERAL:

Requisitioning is the formal request for a purchase to be made. It is the first step after the need for a good or service is recognized.

The requisition process must include a system of authorizations and safeguards so that improper or illegal purchasing is difficult both to initiate and to conceal.

TEXAS COUNTIES ARE REQUIRED BY STATUTE TO USE REQUISITIONS (Local Government Code, Section 113.901).

V. THE REQUISITION: (continued)

NO PURCHASE ORDER WILL BE ISSUED UNLESS AN APPROVED & COMPLETED ORIGINAL REQUISITION HAS BEEN RECEIVED IN THE PURCHASING OFFICE PRIOR TO THE PURCHASE.

1. The purpose of a Requisition is to inform the County Purchasing Agent of the needs of the requesting department, and to correctly identify the material requested.
2. A Requisition is required for ALL purchases regardless of dollar value.
3. The Requisition must be prepared far enough in advance of the required delivery date to enable the County Purchasing Agent to perform his duties and to allow time for delivery by the vendor.
4. The department head or duly authorized person within the department must appraise and prepare the requisition manually until on-line capabilities are available. After commencement of on-line capabilities and appropriate training, requisitions must be prepared on-line.
5. Requisitions should fully describe to the Purchasing Department what to buy, when it is required and where the product is to be delivered or the service that is to be performed. Requisitions must contain the following data:
 - a. Commodity code. *(future use)*
 - b. Requested Delivery date.
 - c. Suggested vendor, address, phone no., fax no., contact name.
 - d. Ship to address.
 - e. Funding source. *(account number)*
 - f. Quantity.
 - g. Estimated unit cost.
 - h. Complete description of item(s), *(including model/stock#, color, size)*
"MISC. SUPPLIES" is not sufficient.
 - i. Bill to address.
 - j. Project code (if applicable)
 - k. Unit of measure.
 - l. *End User's Name*
6. Please refer the County Purchasing Agent to a particular vendor whose product has been used previously and has been found to be satisfactory. The vendor suggested will be given full consideration by the Purchasing Department.
7. If a trade-in is involved, requisitions must show the County tag number, serial number, make, model and any other pertinent information of the equipment to be traded.
8. Requisitions for services will include an accompanying memo from the requisitioning department that will provide additional details regarding the required service, if necessary.
9. Requisitions must be in original form. Requisitions for expedited and emergency situations may be faxed only by offices located away from the Courthouse campus. (See Expedited & Emergency Procedures.)

V. THE REQUISITION: (continued)

10. Estimated costs may be obtained from vendor catalogs or by obtaining an informal estimate from the vendor. Departments may not negotiate or make commitments to vendors without Purchasing Department permission.
11. *The following non-biddable purchases do not require formal purchase orders and may be obtained by submitting a check request (bill head) to the Auditors' office: travel related expenses, hotel reservations, airline tickets, meals, seminars & training, postage, professional memberships.*

VI. PURCHASE ORDERS:

A. THE ROUTINE PURCHASE ORDER:

1. The Purchase Order is the seller's authorization to invoice and deliver the equipment, materials, supplies or service specified. All Purchase Orders will be written concisely and clearly to avoid misunderstandings and unnecessary correspondence with vendors.
2. The Purchase Order will be issued by the County Purchasing Agent only. The using department will submit all requisitions to the County Purchasing Agent and will NOT enter into negotiations with any vendor for the purchase of equipment, materials, supplies or services except as outlined in the expedited purchase procedure. The Purchasing Department will transmit all Purchase Orders to the vendor, and, at the time of transmittal, will send one copy to the ordering department to use to verify the delivery.

3. Dollar Thresholds for Purchase Orders:

If a requisition requires an expenditure of funds in an amount less than \$25,000.00, the Purchasing Department will make and approve all purchases unilaterally. Purchasing will take an action appropriate to the following thresholds:

- Less than \$5,000.00 -

Informal quotations may or may not be solicited on a requisition according to Purchasing Department determination.

- \$5,000.00 & less than \$15,000.00 -

Telephone price quotations will be sought. All telephone quotations will be documented and recorded by the Purchasing Department.

- \$15,000.00 & less than \$25,000.00 -

Informal written bids will be solicited.

- Purchases Exceeding \$25,000.00 -

Will be conducted by the formal, sealed, bid process which is governed by statute. All purchases for materials and/or services in excess of \$25,000.00 must have the formal approval of Commissioners' Court.

VI. PURCHASE ORDERS: (continued)

A. THE ROUTINE PURCHASE ORDER: (continued)

The Purchasing Agent reserves the right to deviate from the policy for any purchases less than \$25,000.00 or under the competitive bidding threshold, if it is in the best interest of Brazoria County and if it will facilitate specific County operations. If a deviation from the policy is required, the Purchasing Agent will authorize the deviation by signing the Purchase Order giving approval.

B. THE CONTRACT OR BLANKET PURCHASE ORDER:

1. The Blanket Purchase Order (sometimes referred to as an open purchase order) is a cost-cutting tool used in purchasing departments throughout Texas and the United States. The Blanket P.O. is used to reduce time, reaction time, effort and paperwork; it is NOT, however, designed as a means to circumvent the competitive pricing system employed in sound purchasing departments.

2. Blanket Purchase Orders are appropriate in the following situations:

- a. When the vendor and price of the desired item is set by competitive bid or contract and various quantities may be needed during the period of the contract.
- b. For Urgently Needed Repair Parts:

The County Purchasing Agent may establish blanket orders to be used to procure repair parts or other items that are required to prevent work slow downs, stoppages, service interruptions, hazardous situations or safety related emergencies. These blanket orders may be used only for the purchase of goods or services necessary to resolve the urgent situation. They may not be used to purchase general goods or services. Any abuse of the use of blanket purchase orders may result in the cancellation of the blanket and the use of individual requisitions. *County employees who abuse the use of blanket orders may be held financially responsible for the purchased goods or services.*

- c. As determined by the County Purchasing Agent, for specific products or services with established vendors (i.e., UTILITIES, towing services, transmission rebuilds, dealer replacement parts, automobile batteries, etc.).
- d. For equipment rental when length of period is unknown. Total must not exceed \$25,000.
- e. When a remodeling project is planned and the logical material suppliers are known, but the purchase of all required materials at one time would be impractical.
- f. At the discretion of the Purchasing Department, when to do so would be in the best interest of Brazoria County.

VI. PURCHASE ORDERS: (continued)

B. THE CONTRACT OR BLANKET PURCHASE ORDER: (continued)

3. Blanket Purchase Orders are INAPPROPRIATE for the following:
 - a. Purchase of general vehicle repair parts or other general supply items. These purchases should be requested either as Routine or Expedited.
 - b. "Going Shopping." The taxpayers of Brazoria County deserve the best planning of which we are capable. The rationale that, "I have \$200.00 left and I need a blanket purchase order to XYZ Supply Company to use it up," is contrary to the trust placed in each of us.
 - c. "Just in Case." Requesting Blanket Purchase Orders to a number of vendors on a regular basis "just in case we may need them" is a direct reflection on the planning capabilities of the end user. Moreover, with the encumbrance system in place, each Blanket Purchase Order withdraws the appropriate amount of money from the appropriate line item and places it in escrow pending payment to the vendor.
4. Blanket Purchase Orders must be requisitioned as with any other purchase and must contain the following information:
 - a. Commodity code. *(future)*
 - b. Requested delivery date.
 - c. Suggested vendor, address, phone no., fax no., contact name.
 - d. Ship to address.
 - e. Funding source.
 - f. Quantity.
 - g. Total dollars committed. Only bid items may exceed \$25,000.
 - h. Complete description of item(s), *(including model/stock#, color, size)*. "MISC. SUPPLIES" will not be accepted.
 - i. Bill to address.
 - j. Project code. *(if applicable)*
 - k. Period of time. Expiration date must be within current fiscal year.
5. When a Blanket Purchase Order is issued to a department it will be the responsibility of that department to keep a running total of their purchases. Payment for purchases in excess of the amount authorized by the Purchase Order will be the responsibility of the offending end user.
6. Contracts: After contract award, a user may be directed by the Purchasing Agent to procure the contracted goods and services as needed by issuing releases against the contract or Blanket Purchase Order.
7. *Contracts for Goods or Services: The user department will be responsible for monitoring and documenting contractor performance/compliance. All documentation of non-compliance must be shared with Purchasing. Documentation related to clarification of expected performance standards that are complied with after clarification, do not need to be provided to the Purchasing Office.*

VI. PURCHASE ORDERS: (continued)

B. THE CONTRACT OR BLANKET PURCHASE ORDER: (continued)

To enforce contractual terms, documentation of specific non-compliance must be available. Specific dates, locations, examples, etc. must be documented.

C. THE EXPEDITED PURCHASE ORDER:

1. Expedited Requisitions

Departments should plan purchases in order to keep "expedited" and "emergency" requisitions to a minimum. The County receives no economic benefit from expedited and emergency orders.

In most cases, prices for commodities and services are at a premium when there is not proper time allowed for the Purchasing Department to explore sources, options and alternatives.

Requisitions for expedited purchases are handled differently than routine purchases. There are two classes of expedited purchases:

- a. Purchases required within three days to prevent unacceptable work slow downs or service deficiencies; or
- b. purchases required immediately to prevent actual work stoppages or service interruption.

Expedited purchases are *not* emergency purchases. They are for items needed quickly to prevent costly delays and, therefore, warrant the additional cost and effort caused by the interruption of the normal work routine. However, they are *not* to be used unless absolutely required.

Note: For all expedited or emergency purchases that must be competitively bid under normal circumstances, an emergency must be declared and an exemption granted by Commissioners' Court in order to bypass the competitive bidding process.

2. Expedited Purchases:

*NOTE: No expedited purchase order will be issued without an approved requisition. Expedited requisitions must have a written explanation of the need for an expedited purchase.**

3. Requisitioning Procedures:

a. Standard Expedited Order:

- (1) The requisition is prepared according to normal procedures.
- (2) The preparer should then notify Purchasing by telephone, specifying that an expedited requisition is being delivered to Purchasing. Give Purchasing all available details.

VI. PURCHASE ORDERS: (continued)

C. THE EXPEDITED PURCHASE ORDER: (continued)

3. Requisitioning Procedures: (continued)

- (3) Obtain required signature approvals.
- (4) Hand-carry the requisition to Purchasing. Purchasing makes the purchase in accordance with competitive bidding or non-bid purchase procedures.

b. Urgent Expedited Order:

If the purchase is required immediately to prevent actual work stoppages or service interruptions, the following procedures are required:

- (1) The requisition is prepared according to normal procedures.
- (2) The preparer should then notify Purchasing by telephone, specifying that an expedited requisition is being delivered to Purchasing. Give Purchasing all available details.
- (3) Purchasing begins the purchase process upon receiving the telephone call and makes the purchase when the requisition is received in the Purchasing Department in accordance with normal procedures.

4. Emergency Purchases:

Texas statutes generally allow the local government to make *emergency* or *exempted purchases* without competitive bidding. (Local Government Code 252, 262 or 271)

A county is generally exempted from competitive bidding if:

- a. in case of a public calamity, the prompt purchase of items is required to provide for the needs of the public or to preserve the property of the political subdivision;
- b. the item is necessary to preserve or protect the public health or safety of residents of the political subdivision; or
- c. the item is made necessary by unforeseen damage to public property.

5. For counties, the exemption must be granted by the commissioners court.

*The written explanation must include either of the following statements according to the circumstance:

- 1. Standard Expedited Order: The purchase of these goods or services are required in order to prevent unacceptable work slow downs or deficiencies; or
- 2. Urgent Expedited Order: The purchase of these goods and services are required to prevent actual work stoppages or service interruptions.

VI. PURCHASE ORDERS: (continued)

C. THE EXPEDITED PURCHASE ORDER: (continued)

6. If the purchase would normally require competitive bidding, the using department must prepare an Emergency Declaration for presentation to Commissioners Court on the next court date.

D. PROCEDURE FOR MAKING EMERGENCY PURCHASES:

1. Qualification. The purchase must qualify as an *exempted* purchase under the requirements for exemption listed in Local Government Code Chapter 262 at Section 262.024 (a)(1), (2) and (3). (See VI.C.4 above, "Emergency Purchases" and the exemptions described in a., b. and c. of that sub-section.)
2. Designation. The designation of *emergency purchase* indicates a situation of such urgency that the normal purchasing procedure must be modified in the interest of speed and, therefore, no competitive bids are required *if the Commissioners' Court has previously granted an exception for the item pursuant to Section 262.024, Local Government Code.*
3. Normal Working Hours. All emergency purchases occurring during normal working hours are processed through the purchasing department as follows:
 - a. The using department will notify the purchasing office by telephone immediately, with as much information as possible about the emergency purchase required, so that the purchasing action can be initiated immediately.
 - b. Simultaneously, a purchasing requisition is prepared by the using department and hand-carried to Purchasing, along with a written declaration of emergency. (Please see written Declaration of Emergency form in Appendix 3.)
 - c. *If the cost of the purchase will exceed \$25,000, the proposed purchase shall be submitted to Commissioners' Court for approval as an exempted purchase.*
 - d. The Purchasing Department or using department head contacts as many vendors as necessary to arrange the emergency purchase. If time permits, the purchase order is completed according to normal procedures. Otherwise, the purchase is completed by telephone and the purchase order is completed after-the-fact and delivered to the vendor.
 - e. The buyer requests expedited delivery. The person making the requisition may be required to pick up the emergency purchase from the vendor if expedited delivery is not available.
4. Evenings, Weekends and Holidays. For other than normal working hours, when purchasing support is unavailable, process emergency purchases *that are not subject to competitive bidding requirements (less than \$25,000)* as follows:

D. PROCEDURE FOR MAKING EMERGENCY PURCHASES:(continued)

4. Evenings, Weekends and Holidays (continued)

- a. The responsible official of the using department takes whatever steps are necessary to procure needed supplies, services or equipment to relieve the emergency situation. If possible, only those goods or services needed during the evening, weekend or holiday are procured.
 - b. On the first working day following the emergency, the responsible official prepares a requisition and hand-carries it to the purchasing office, as described above. Attach the invoices, bills of materials, receipts or other documents related to the purchase to the requisition.
5. The official in charge of the using department must certify in writing on the next business day, or as soon thereafter as possible, that the purchase involved was necessary because of one of the reasons listed in Local Government Code 262.024(a)(1), (2) or (3). A copy of the required written Declaration of Emergency is included in this package. (See Appendix III)

E. PROCEDURE FOR SOLE SOURCE PURCHASES:

Sole source purchases are handled the same as other purchases, with these exceptions:

1. If the requisitioning party determines that the item is a sole source purchase, they must attach a statement to the requisition that they have contacted a sufficient number of sources to determine that only one practical source of supply exists, or state the reasons why only one source of supply exists. The requisitioning party must also include a statement explaining why only one particular item or model will fulfill their needs.
2. The requisition is then completed in the normal fashion.
3. If the Purchasing Agent determines that the item is a sole source purchase, he/she must sign the justification.
4. All sole source purchases should be approved by the Purchasing Agent. The approval should be done before a purchase order is issued.
5. Commissioners' Court must receive a signed justification from the requisitioning party stating that the purchase can be obtained from only one source (*see Appendix II*), and then must enter *an order approving an exemption of the purchase as a sole source purchase at a Commissioners' Court meeting*.
6. After the requisition is approved, the purchase order is prepared.

NOTE: Please see justification for proprietary or non-competitive purchase form. This form shall serve as the sole source justification statement that will be submitted to Commissioners Court.

The requisitioner will send the form to the Purchasing Agent for review and approval. The Purchasing Agent will present the justification to the next Commissioners' Court meeting. The requisitioner shall attend the meeting and be available for any questions from the Court.

VI. PURCHASE ORDERS: (continued)

F. INTERNAL REPAIRS BY OUTSIDE VENDOR

Bids or quotes are not required for internal repairs (to County owned equipment) that cannot reasonably be defined prior to an actual repair and are less than \$5,000. An internal repair occurs when the extent of the repairs cannot be determined until the equipment is disassembled.

CAUTION: By definition an internal repair must contain vendor labor and may include parts also.

To complete an internal repair, the using department should contact the Purchasing Department and describe the required repair. A completed requisition reflecting an estimated cost should be delivered to Purchasing. Purchasing will issue a repair purchase order. After the repair is complete, the department must submit a revised requisition, within 24 hours, to Purchasing, reflecting the actual cost of the repair. Purchasing will issue a formal purchase order number to cover the cost of the repair.

VII. INVOICES:

- A. The invoice is an itemized statement of merchandise delivered or services rendered and is a guide for the County in settling financial obligations incurred. Invoices are based upon purchase orders and, therefore, should contain the same information. Any difference between the invoice and the purchase order should be resolved with the vendor immediately and always before forwarding for payment.
- B. Information an invoice should contain:
 - 1. The purchase order number.
 - 2. An itemized list of merchandise received or services rendered.
 - 3. The prices, terms, quantities and other pertinent information on the purchase order.
 - 4. Charges for delivery, freight, etc., must be listed separately.

VIII. INSPECTING, TESTING AND RECEIVING:

- A. All equipment, materials and supplies received will be inspected by, or under the supervision of, the department head to determine whether or not they conform with the specifications set forth in the purchase order or contract. This requirement will be delegated by the department head only to personnel qualified to perform such inspections.
- B. Upon receipt of merchandise, and after inspection and testing, the receiving agent will sign the receiving report copy of the purchase order certifying that specifications were met and requesting payment of the invoice.
- C. If the receiving department refuses to accept the merchandise because of a failure to meet the specifications, they will immediately contact the Purchasing Department, and state their reasons for withholding acceptance. The Purchasing Department will then take immediate action to compel replacement by the vendor, cancel the order, or otherwise take action to supply the department with the needed merchandise.

VIII. INSPECTING, TESTING AND RECEIVING (continued)

- D. If, for any reason, only partial shipments are received, the County Purchasing Agent should be notified immediately. He will then contact the supplier to determine the reason for delay and the date of delivery of the balance of the order.
- E. If an instance arises requiring outside testing laboratories to be utilized, the necessary arrangements will be made by the County Purchasing Agent. Payment for testing will normally be made from the requesting department's budget. If the test reveals non-spec materials have been supplied, the vendor will pay for the testing or face possible disqualification from future bidding.

IX. THE COMPETITIVE BID PROCESS:

- A. The County Purchasing Agent is the chief coordinator and operator of the bidding system.
- B. The County Purchasing Agent shall:
 - 1. Seek Commissioners Court authorization to advertise for bids, with the responsible department head present should any Court member have questions or comments.
 - a. *Any departmental request for submission to Commissioners Court must be received in Purchasing 8 days prior to the scheduled court date. For instance, if court is scheduled on Tuesday, the 14th, the written departmental request, along with all supporting documents, must be received in Purchasing by Monday, the 6th.*
 - b. Requests for permission to advertise for bids must contain competitive specifications. Sole source documentation is required if specifications restrict product to one supplier or manufacturer.
 - 2. Prepare, with technical assistance (*specification preparation*) from the responsible department head, the bid package.
 - a. *Specifications shall be prepared by the requisitioning department. Specifications shall provide for and encourage the maximum amount of competition possible. Specifications should be broad enough to fit at least three (3) different products, if possible. If specifications restrict product to one supplier or manufacturer, a sole source justification must be attached to the specifications by the department.*
 - 3. Submit bid specifications to Commissioners' Court for approval. *If the desired product is only available from one vendor or manufacturer, the end user must submit a sole source justification along with the specifications.*
 - 4. Advertise as required by law.
 - 5. Distribute bid packages.
 - 6. Open the bids on the proper date at the indicated time.

IX. THE COMPETITIVE BID PROCESS: (continued)

7. Prepare analysis of bids. *Obtain signed concurrence of selection from user department head.*
8. Consult with department heads and advisory committee and submit recommendations and analysis to Commissioners Court.
9. In concert with the County Attorney, prepare contracts, *if required.*
10. Notify successful bidder and obtain signed contract, if applicable.
11. Advise requesting department head when the above have been completed and prescribe receiving and inspection procedures to be used.
12. Issue the purchase order.

X. CREDIT APPLICATIONS:

All credit applications will be completed by the County Auditor.

ROUTINE REQUISITION FLOW CHART

REQUISITIONER

Enters on-line requisition with all required information.

COUNTY PURCHASING AGENT

Receives requisition.

Obtains prices.

Prepares purchase order and makes purchase.

Sends copy of purchase order to end user.

REQUISITIONER

Receives items ordered.

Inspects, tests and verifies product acceptability.

Approves invoice by signature and forwards to County Auditor.

Appendix L

MUNICIPAL ROAD MAINTENANCE AGREEMENTS

**ORDER NO. 19 RE: APPROVE ASSISTANCE OF STORM DEBRIS
REMOVAL FOR SMALL CITIES
LOCATED IN BRAZORIA COUNTY**

COPY

Motion by Commissioner Payne, seconded by Commissioner Rhodenbaugh that the following action be taken by the Court:

WHEREAS, the County of Brazoria on the 12th and 13th of September, 2008 suffered widespread and severe property damage resulting from the winds, rain storm surge, flooding and all other damage effects of Hurricane Ike; and

WHEREAS, as a direct result of Hurricane Ike, many trees, tree limbs, shrubs, and other vegetative matter were damaged or destroyed throughout the County; and

WHEREAS, the damaged or destroyed trees, tree limbs, shrubs, and other vegetative matter (also referred to as "debris") now litter public property, public rights-of-way, public easements, AND PUBLIC ROADWAYS; AND

WHEREAS, Brazoria County have cities with populations of 2000 or less that need assistance in removing the trees, tree limbs, shrubs, and other vegetative matter from their rights-of-way, public easements and public roadways;

THEREFORE, Brazoria County will provide storm debris removal assistance to cities located in Brazoria County that have a population of 2000 or less.

The Brazoria County Judge is hereby authorized to enter into interlocal agreements with the following communities: Bailey's Prairie; Bonney; Brookside Village; Danbury; Hillcrest Village, Holiday Lakes, Iowa Colony; Liverpool; Oyster Creek; Quintana; and Surfside Beach.

Further, that a certified copy of this order be furnished to the County Engineer.

Motion to amend by Commissioner Payne, seconded by Commissioner Rhodenbaugh that the populations of 2000 or less be changed in both instances to 'population of 3500'. Also, that the communities of Brazoria, Richwood and Jones Creek be added to the authorization to enter into interlocal agreements with Brazoria County.

Motion to amend carried, all present voting aye.

Motion as amended carried, all present voting aye.

STATE OF TEXAS §

COUNTY OF BRAZORIA §

I, Joyce Hudman, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Brazoria County, Texas, do hereby certify that the foregoing is a true and correct copy of that certain:

**ORDER NO. 19 RE: APPROVE ASSISTANCE OF STORM DEBRIS
REMOVAL FOR SMALL CITIES
LOCATED IN BRAZORIA COUNTY**

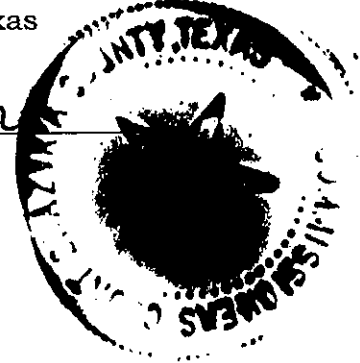
as passed by the Commissioners' Court on the 23rd day of September, A.D., 2008, SPECIAL Term of Commissioners' Court and as the same appear(s) in the Commissioners' Court Records of Brazoria County, Texas.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th DAY
OF SEPTEMBER A. D., 2008**

JOYCE HUDMAN, Clerk County Court
and Ex-Officio Member of the Commissioners'
Court of Brazoria County, Texas

By: _____

S. Moore, Deputy



THE STATE OF TEXAS
COUNTY OF BRAZORIA

§
§
§

COPY

INTERLOCAL AGREEMENT CONCERNING
ASSISTANCE WITH REMOVAL OF STORM DEBRIS

This agreement is made at Angleton, Brazoria County, Texas between BRAZORIA COUNTY, TEXAS acting through its Commissioner's Court (hereinafter "County"), and THE VILLAGE OF BONNEY, TEXAS, acting through its Mayor (hereinafter "Village").

PREAMBLE

WHEREAS, Tex. Gov. Code Section 791.011, the Interlocal Cooperation Act, provides that any local government may contract with another local government to perform governmental functions and services; and

WHEREAS, the Interlocal Cooperation Act Section 791.003 states that "governmental functions and services" means any function or service including the general area of public health and welfare which is of mutual concern to the contracting parties; and

WHEREAS, the Interlocal Cooperation Act Section 791.012 recognizes that the authority of County to perform a contractual service for Village includes the authority of County to apply the rules, regulations, and orders of County; and

WHEREAS, the County of Brazoria on the 12th and 13th of September, 2008 suffered widespread and severe property damage resulting from the winds, rain, storm surge, flooding and all other damaging effects of Hurricane Ike; and

WHEREAS, as a direct result of Hurricane Ike, many trees, tree limbs, shrubs, and other vegetative matter were damaged or destroyed throughout the County; and

WHEREAS, the damaged or destroyed trees, tree limbs, shrubs, and other vegetative matter (also referred to as "debris") now litter public property, public rights-of-way, public easements, and public roadways; and

WHEREAS, the County Judge of Brazoria County, has determined that extraordinary measures must be taken to remove and dispose of this debris so as to alleviate the suffering of people, for the safety of the public and to restore all property littered with debris; and

WHEREAS, the Village is a small community and without the necessary resources to remove and dispose of this debris so as to alleviate the suffering of people, for the safety of the public and to restore all property littered with debris; and

WHEREAS, the parties have determined that the implementation of this Contract is in the interest of and for the public health, safety, and welfare of their residents; and

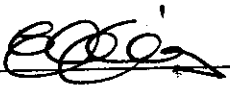
WHEREAS, the parties have determined that they are authorized to enter into this contract pursuant to law and their general powers to contract.

NOW THEREFORE, THE COUNTY AND VILLAGE agree as follows:

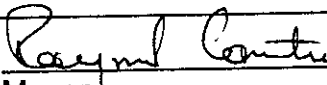
- 1.1 The County, through its employees and/or agents, will remove the storm debris from the City's rights-of-way, public easements and public roadways.
- 1.2 The City will be responsible to County for all costs associated with the removal of the debris;
- 1.3 The County will provide a statement of costs to the City in order for the City to seek reimbursement from FEMA. However, failure to obtain FEMA reimbursement does not relieve City of the costs incurred by County.
- 1.4 Each party verifies that they are complying with the requirements of the Texas Government Code §791.011.

SIGNED this the 24 day of September, 2008.

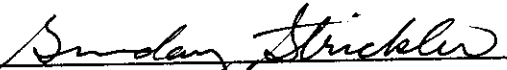
BRAZORIA COUNTY, TEXAS

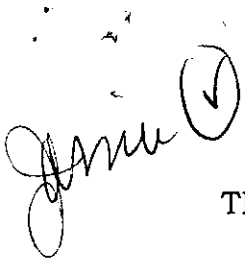

By: E. J. King
Brazoria County Judge

VILLAGE OF BONNEY, TEXAS


By: Raymond Conter
Mayor

ATTEST:


Attest: Sunday Strickler
Village Clerk


THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

COPY

INTERLOCAL AGREEMENT

This agreement is made at Angleton, Brazoria County, Texas between BRAZORIA COUNTY, TEXAS acting through its Commissioners' Court (hereinafter "County"), and the CITY OF SURFSIDE, acting through its Mayor (hereinafter "City").

NOW THEREFORE, THE COUNTY AND THE CITY agrees as follows:

1.0 The term of this agreement shall be from October 1, 2008, to September 30, 2009. The AGREEMENT may be renewed annually by the written approval of County and City.

1.1 Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the County agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance and/or repair of a street or alley located within the corporate limits of the City of Surfside, Texas, subject to the approval of the County Engineer as set forth in Section 1.3, including sub grade preparation, base preparation, asphalt paving, culverts and ditch work, herbicide spraying, mowing, painting and striping roads, installation of permanent traffic signs, and other routine road maintenance operations. Any work performed on the City's streets and alleys which are not an integral part of, or a connecting

link to, other roads and highways is allowed if such work is determined to be a benefit to the County by Commissioners Court. The City will provide materials, including fuel used by the equipment for these projects. All such materials shall be paid for by the City, and may be purchased through the County's suppliers. The City shall reimburse the cost of any work performed or obtained by the County, which is determined to be beyond the scope of this agreement, to the County.

1.2 The county work authorized by this AGREEMENT may be done:

- (1) By the County through use of county equipment;
- (2) By an independent contractor with whom the County has contracted for the provision of certain services and materials, conditioned on the City providing a purchase order to such independent contractor for the full amount of such services or materials.

1.3 During the term of this AGREEMENT when County work is requested, the Mayor of the City shall submit a request in writing to the County Engineer. The County Engineer and the Mayor of the City shall agree in writing as to the location and type of assistance to be provided pursuant to this AGREEMENT. It is expressly understood between the parties that the County shall have no authority or obligation to provide any service or work on any city street or alley not so agreed to in writing. The County Engineer is authorized to sign an acceptance statement for

each project at the appropriate time and authorize the work subject to be completed as the Road and Bridge Department schedules permit.

1.4 The parties intend that the County in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The County shall not be considered an agent, employee, or borrowed servant of the City.

1.5 For and in consideration of the above agreement by the County, the City agrees to provide all warning and safety signs and other safety protections as required when such work is being performed by the County.

1.6 The parties further agree that such work and materials are provided by the County without warranty of any kind to the City or any third party, and that the County has no obligation to provide any supplemental warranty work after a project's completion. The City agrees to provide any engineering or design work required for work done pursuant to this agreement.

II.

2.0 To the extent authorized by law, the City hereby agrees to hold harmless the County, its officers, agents and employees from any and all loss, damage, cost demands or causes of action of any nature or kind for loss or damage to property, or for injury or death to persons, arising in any manner from the performance of the above-referenced work.

2.1 Payment for services or materials under this agreement shall be payable from current revenues available to the paying party.

III.

3.0 Either party may terminate this agreement upon thirty- (30) day's written notice to the other party.

3.1 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

3.2 Nothing herein shall be construed to create any rights in third parties.

SIGNED AND ENTERED this the 14 day of October, 2008.

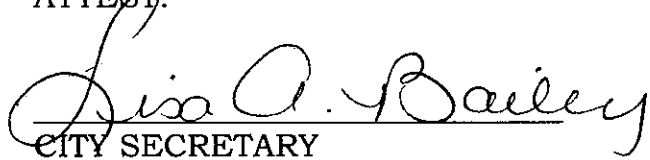
BRAZORIA COUNTY, TEXAS


By: Joe King
Brazoria County Judge

CITY OF SURFSIDE, TEXAS

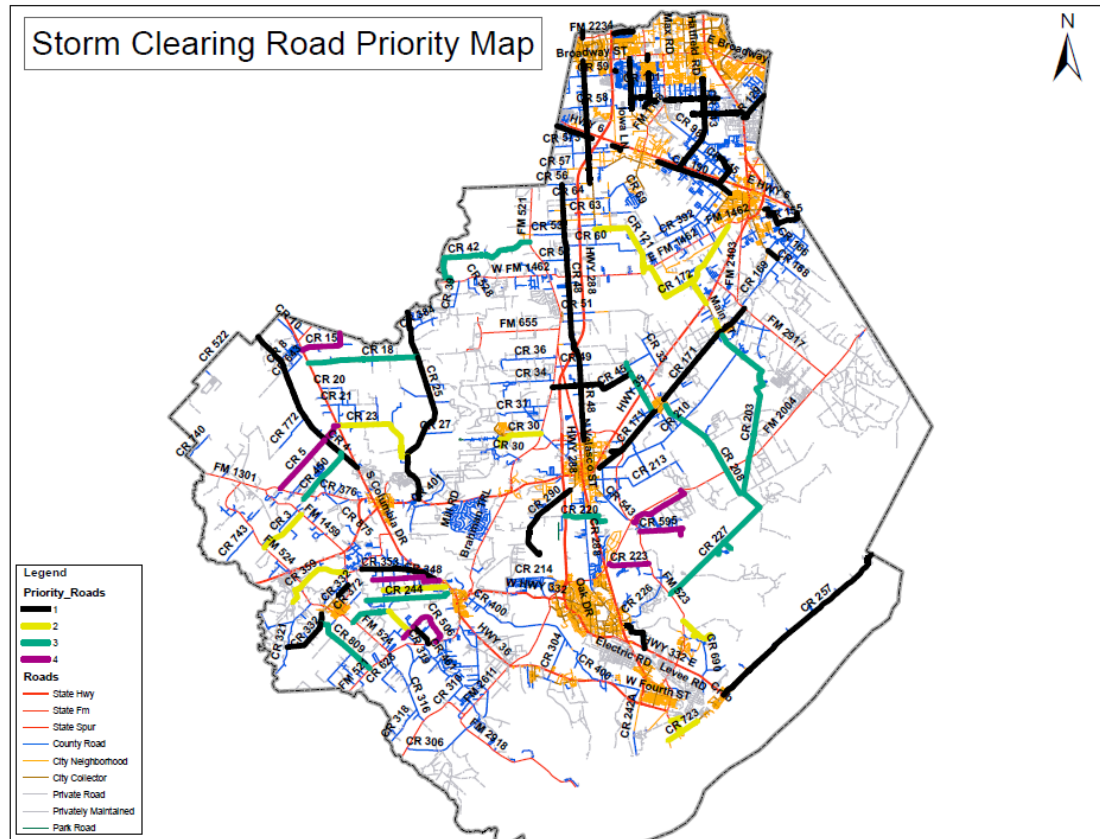

By: Mayor

ATTEST:


CITY SECRETARY

Appendix M

EMERGENCY ROAD CLEARANCE PRIORITIES



Appendix N
DEBRIS REMOVAL CONTRACTOR SOLICITATION
AND EVALUATION

BRAZORIA COUNTY REQUEST FOR PROPOSAL COVER SHEET

RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying specifications and statement of work are for your convenience in submitting an un-priced offer for the enclosed referenced products and/or services for BRAZORIA COUNTY.

Sealed offers shall be received no later than:

WEDNESDAY, 10 AUGUST 2005 @ 2:00 P.M., LOCAL TIME

PLEASE MARK ENVELOPE: "REQUEST FOR PROPOSAL FOR #05-75 DISASTER AND/OR STORM RECOVERY SERVICES"

Respondents shall not submit pricing in this package. After review, Brazoria County will solicit unit pricing from Offerers that qualify for an award. Brazoria County may initiate negotiations with respondents. Award may be made to the best evaluated response taking into consideration the relative importance of price and other factors set forth in the RFP.

Offerer shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.

RETURN OFFER TO:

MAILING ADDRESS:

CHARLES CROOK, CPPB
COUNTY PURCHASING AGENT
BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515

PHYSICAL ADDRESS:

CHARLES CROOK, CPPB
COUNTY PURCHASING AGENT
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N. VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

BRAZORIA COUNTY appreciates your time and effort in preparing this offer. Please note that all offers must be received at the designated location by the deadline shown. Offers received after the deadline will not be considered for the award of the Contract and shall be considered void and unacceptable.

BRAZORIA COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this RFP which may have influenced your decision to "No Offer". If your response to this RFP is a "No Offer" response, please complete the Statement of No Offer in this RFP package and submit.

Any prospective bidder/offerer desiring any explanation or interpretation of the solicitation must make a written request at least ten (10) days prior to the scheduled time for the bid/offer opening. The request must be addressed to Charles Crook, County Purchasing Agent, at the address stated above or faxed to (979) 864-1034. Any information given to a prospective bidder/offerer concerning this solicitation will be furnished promptly to all other known prospective bidders/offerers as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Bidder/Offerer's responsibility to verify the issuance of Addenda in regard to this Bid/Offer. All Addenda shall be submitted to all known bidders/offerers and shall be posted on the Brazoria County Purchasing Website identified above. Brazoria County shall not be responsible for failed internet connections or power interruptions.



Charles Crook, CPPB
County Purchasing Agent
Brazoria County Courthouse
Purchasing Department
111 E. Locust Street, Bldg. A-29, Suite #100
Angleton, Texas 77515

**BRAZORIA COUNTY
BIDDER/OFFERER CERTIFICATION**

RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

LEGAL NAME OF CONTRACTING COMPANY

FEDERAL I.D. # (Company or Corporation)

SOCIAL SECURITY # (Individual)

TELEPHONE NUMBER

FACSIMILE NUMBER

CONTACT PERSON

TITLE

COMPLETE MAILING ADDRESS

CITY & STATE

ZIP CODE

COMPLETE STREET ADDRESS

CITY & STATE

ZIP CODE

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Scope of Services, other requirements, as well as, the Standard Terms & Conditions and Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Brazoria County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

SIGNATURE

DATE

Typewritten or Printed Name

Title

Published Dates:

Wednesday, 27 July 2005

Wednesday, 3 August 2005

BRAZORIA COUNTY SPECIFICATIONS / SCOPE OF SERVICES

RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

Respondents shall not submit pricing in this package. Brazoria County may initiate negotiations with respondents. Award may be made to the best evaluated response taking into consideration the relative importance of price and other factors set forth in the RFP.

Anticipated actions associated with debris removal must be in accordance with local guidelines and must be accomplished in accordance with provisions of 44 CFR Sect. 206.222, 206.223, 206.224, 206.225, 206.226 and 206.228.

- 1.0 Proposer shall provide Scope of Services showing services available in response to a disaster assistance request from Brazoria County.

The proposal shall include:

- 1.1 Emergency Road Clearance
- 1.2 Debris Removal from Public Property and Rights-of-Way
- 1.3 Debris Disposal
- 1.4 Reporting and Documentation Plan
- 1.5 Training
- 1.6 Sub-contracting, Including Use of Local Vendors
- 1.7 Additional Services Available
- 1.8 Community Relations
- 1.9 Program Management

- 2.0 References

Please provide information on company experience for recovery services typical of a county this size and population of Brazoria County. Provide pertinent reference contact information.

- 3.0 Resources

Provide a list of resources and equipment that will be available to Brazoria County as needed.

- 4.0 Describe sub-contracting plan. Brazoria County prefers to use local contractors when possible. Include in plan, any information pertinent to local vendors.

- 5.0 Reimbursements

It is Brazoria County's intention to recover all reimbursable costs available by law. Comment on your document control system and your success in recovery of FEMA and other reimbursable costs.

Brazoria County may withhold payments for costs associated with losses due to improper or mishandled documentation related to reimbursements.

- 6.0 Please describe any other disaster services available that are not described in this Scope of Services.
- 7.0 Describe Disaster Recovery Technical Assistance Services to elected officials.
- 8.0 Describe additional support services available.

BRAZORIA COUNTY SPECIAL REQUIREMENTS

RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

OFFERER INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede other requirements where applicable.

General

The requirements set forth below are intended to outline the basic operating parameters and procedures required to provide goods and/or services to Brazoria County as described herein. It is not the intention to describe every item required. In the performance of this Contract, the successful offerer represents it is familiar with the condition under which Brazoria County operates and represents that it has the resources, knowledge and skills to properly support the County's needs consistent with these special conditions and the Contract documents.

The County reserves the right to modify this Contract and Scope of Work as necessary to develop and maintain specifications / scope of services that meets the County's needs. Such modifications shall be mutually agreed upon and shall be incorporated into this Contract as an addendum. Brazoria County shall not be responsible for any additional charge that is not stated in this Contract or mutually agreed to prior to such work or service is performed and/or invoiced.

The Specifications/Scope of Services provided in this package is to be used as a guide in developing an offer to this RFP. The information contained herein is not intended to be restrictive and the County will consider alternate offers submitted by offerer. Alternate offers shall be clearly marked with the proposed alternates and or exceptions to the Specifications/Scope of Services and shall include all pricing/cost advantages if applicable. Offerers are expected to include any additional requirements that may have been inadvertently left out of the attached Specifications/Scope of Services. All offers shall be un-priced. Brazoria County will review offers and ask for pricing from vendors judged to be capable of an award.

All offers inclusive of pricing shall remain firm for acceptance for a period of ninety (90) days from opening date unless otherwise specified by Brazoria County.

Prices offered shall reflect the full Specifications/ Scope of Services as defined per the RFP documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Offerer must include all incidental costs in his pricing. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Brazoria County, resulting from this Request for Proposal, shall be and remain employees of the Contractor, not Brazoria County. It is understood and agreed that the offerer is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the offerer's employees and or equipment during the course of the Contract.

Offerers may be requested to provide presentations, such presentations may develop into negotiating sessions with the successful offerer as selected by the evaluation committee. If Brazoria County and offerer are unable to agree to Contract terms, Brazoria County reserves the right to terminate Contract negotiations with that offerer and enter into negotiations with another offerer.

No award or acquisition can be made until Commissioners' Court approves such action.

Brazoria County will not be obligated to the offerer for goods and/or services until completion of a signed Contract as approved by Commissioners' Court.

Submission of an offer implies the offerer's acceptance of the evaluation criteria and offerer recognition that subjective judgments must be made by the evaluating committee.

Initials _____

This Request for Proposal in no manner obligates Brazoria County or any of its agencies to the eventual purchase of any goods and/or services described, implied or which may be proposed, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Brazoria County and may be terminated at any time prior to the signing of a Contract.

Brazoria County will not be liable for any costs incurred by the offerer in preparing a response to this RFP. Brazoria County makes no guarantee that any goods and/or services will be purchased as a result of this request for proposal, and reserves the right to reject any and all offers. All offers and their accompanying documentation will become the property of Brazoria County. All offers shall be open to negotiation.

All documents will be held by the County and are NOT subject to public view until an award is made. When an award is made, offers are subject to review under the "Open Records Act". To the extent permitted by law, offerers may request in writing non-disclosure of confidential data. Such data shall accompany the offer, be readily separable from the offer and shall be CLEARLY MARKED "CONFIDENTIAL".

All correspondence relating to this RFP, from advertisement to award shall be sent to the Brazoria County Purchasing Department. All presentations and/or meetings between Brazoria County and the offerer relating to this RFP shall be coordinated by the Brazoria County Purchasing Department. Deviations from this requirement may cause the cancellation of this RFP process and/or disqualification of offerer's proposal.

All information provided to offerer for the purpose of submitting a proposal in response to this RFP is confidential, and is and will remain, the property of Brazoria County and will not be used by offerer for any other purposes.

The offerer is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at offerer's risk.

RFP Form Completion

Offerer shall fill out, SIGN, and return to the Brazoria County Purchasing Department one (1) original and four (4) copies of the ~~complete RFP~~ form. An authorized representative of the offerer MUST sign the Contract Sheet. The Contract will be binding only when signed by the Brazoria County Judge and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is NOT acceptable and may result in the disqualification of RFP. If an error is made, offerer MUST draw a line through the error and initial each change. **PLEASE NOTE:** Unless otherwise specified, ALL RFPs are to be F.O.B. Destination, Net Thirty (30) Days.

Exceptions

Bidder/Offerer must provide any and all warranty terms and conditions. Bidder/Offerer Terms & Conditions are subject to the review and approval of Brazoria County. In the event of conflicting Terms & Conditions, the terms submitted in the solicitation package shall prevail. Bidder/Offerer must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

RFP Returns

Offerers must return all completed offers to the Brazoria County Purchasing Department at 111 E. Locust Street, Suite 309, Angleton, Texas no later than 2:00 P.M. on the date specified. Late RFPs will not be accepted. RFPs must be submitted in a sealed envelope and addressed as follows:

MAILING ADDRESS:

CHARLES CROOK, CPPB
COUNTY PURCHASING AGENT
BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515

PHYSICAL ADDRESS:

CHARLES CROOK, CPPB
COUNTY PURCHASING AGENT
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N. VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

Bid/Offer Preparation

Each marked page of the bid/offer sheets must be manually signed or initialed by an officer of the company having the authority to bind the firm in a Contract, such signed sheets must be enclosed in a sealed envelope with offerers response. Envelope shall be marked with the offerer's company name and RFP Number.

Initials _____

Responses to this request for proposal shall be formatted as follows:

One (1) original and four (4) copies of complete offer should be sealed in an envelope or box for delivery to the Brazoria County Purchasing Agent per instructions herein. All documents included in the offer and the outside of the envelope and/or box must be labeled with the offerer's name and the RFP number which corresponds to this Request for proposal, hereinafter referred to as RFP.

Each offer shall be organized to conform to the RFP sequence and format. Offerer should provide a response for each and every portion of the RFP. The questions are structured to allow the offerer to explain the benefits of the product being proposed. Responses should be carefully considered by the offerer as they are critical to the evaluation process. Evaluation will consider the adequacy, accuracy and completeness of responses. While Brazoria County appreciates a brief straightforward concise reply, the offerer must fully understand that the evaluation is based on the information provided. Where appropriate, your response may consist of phrases such as "understood" "agreed", or "no exception". Any omissions shall be assumed to be "No Exception." Any ambiguous and equivocal statements may be construed against the offerer.

Brazoria County prefers that all responses, compliant or otherwise, be provided in the same order as the proposal documents, as well as, in the same response location for ease of comparison. Vendor may number the responses and provide simple statements as "agree" or "comply" where those statements may be applicable. Any non-response will be considered as compliant to the statement, specifications or requirements noted in the proposal documents. Vendor must note any exceptions to the statements, specifications or requirements stated in the proposal documents. These exceptions must be provided at the time of the RFP opening in order to be considered. Exceptions to the Standard Terms and Conditions may be placed in an Appendix labeled "Exceptions".

Late Bid/Offers

Bids/Offers received in the office of the County Purchasing Agent after submission deadline will be considered void and unacceptable. Brazoria County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Agent shall be the official time of receipt.

Altering Bids/Offers

Bids/Offers cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

Substitutions to Bid/Offer

Offerers offering substitutions shall state these by attachment as part of the bid/offer. Brazoria County reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the County.

Withdrawal of Bid/Offer

A bid/offer may not be withdrawn or canceled by the offerer without the permission of Brazoria County for a period of ninety (90) days following the date designated for the receipt of bids/offers, and offerer so agrees upon submittal of their bid/offer.

Descriptions

Any reference to model and/or make/manufacture used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offers on items of like quality will be considered. Offer must provide hardware specifications where hardware is offered.

Terms of Payment

Terms of payment shall be net thirty (30) days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be offered. Invoices for installed equipment and software will not be paid prior to complete acceptance by Brazoria County unless otherwise specified. If installation of equipment and software is delayed, the County reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

Contract Term

Award of Contract shall begin upon acceptance of Contract and shall continue for twelve (12) months. Further, Brazoria County reserves the right to renew the Contract every twelve (12) months for four (4) renewal periods. Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.

Initials: _____

Renewal shall be subject to approval by Brazoria County Commissioners' Court each period. Once renewal option is exhausted, the Contract must be rebid.

Brazoria County retains the option to rebid at any time if in its best interest and is not automatically bound to renewal or rebid.

Pricing / Delivery

Offerers shall submit pricing only after being notified to do so by Brazoria County.

No charges may be billed to the County unless such costs were explicitly included in the proposal. Offerer will incur any costs not explicitly included in the proposal and/or mutually agreed to in writing by the Brazoria County Purchasing Department.

Reduction in Price: If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Brazoria County.

Personnel

Successful offerer agrees at all times to maintain an adequate staff of experienced and qualified full time employees to ensure efficient performance under this Agreement. No part-time, subcontract, or third party personnel may perform services hereunder without the prior written consent of the Brazoria County Purchasing Department.

Successful offerer agrees that at all times its employees will perform required services in a professional and workmanlike manner in accordance with good industry practices.

Brazoria County may, at any time, request the removal and replacement of any of successful offerer's employees and the successful offerer will duly consider such request.

Legal Documents

Offerer must submit with its proposal any agreements for services, etc. which may be required by their organization to enter into a Contract with Brazoria County. These agreements must be completed, executed by offerer's authorized representative and submitted with the returned proposal, and are subject to review and amendment by the Brazoria County Attorney's Office, and to approval by Commissioners Court. In the event of conflicting terms, the Brazoria County Terms and Conditions, Scope of Services, and attachments shall prevail.

Contract Award / Evaluation Process

An evaluation committee will examine all offers. Offers that do not conform to the instructions given or that do not address all the questions and/or services specified may be eliminated from consideration. Brazoria County, however, reserves the right to accept such an offer if it is determined to be in the County's best interest to do so.

Brazoria County may initiate discussions with offerers. Additional information will be accepted during this period from offerers who responded to the original request. Offerers may NOT initiate discussions. Brazoria County expects to conduct discussions with offerer personnel authorized to enter into contractual obligations.

Award of the Contract shall be made to the responsible offerer whose offer is determined to be the best evaluated offer resulting from negotiations, taking into consideration compliance with instructions, specifications and qualities of the hardware/software/system proposed which best meets the needs of the using department. Brazoria County may use references to make judgments directly affecting the award of this Contract.

Evaluation Criteria

The evaluation criteria will be based on, but not necessarily limited to the following factors:

1. Ability to Meet Required Specifications & Supply Adequate Resources 34%
2. Ability to Provide Quality Service, References, Quality of Offer & Pertinent Experience..... 32%
3. Reasonably Priced 34%

Contract Obligations

This offer, submitted documents and any negotiations, when properly accepted by Brazoria County, shall constitute a Contract equally binding between the successful offerer and Brazoria County. The selected offerer will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

Initials_

The offerer's response may be incorporated into any Contract which results from this RFP, therefore, offerers are cautioned not to make claims or statements which they are not prepared to commit to contractually. Failure by the offerer to meet such claims will result in a requirement that the offerer provide resources necessary to meet submitted claims and/or breach of Contract.

Initials _____

**BRAZORIA COUNTY
STATEMENT OF NO OFFER**

RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

If offerer is not proposing on the goods and/or services as stated in this RFP, please complete and return this form to: Brazoria County Courthouse, Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515.

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit a bid response for the following reason(s) [please check all that apply]:

- ☐ Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.
- ☐ Specifications unclear (please explain below).
- ☐ We do not offer this commodity and/or service or an equivalent.
- ☐ Insufficient time to respond to the RFP.
- ☐ Our schedule would not permit us to perform.

Remarks: _____

REQUEST FOR PROPOSAL PACKAGE CHECKLIST

RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

Items checked below represent components, which comprise this bid/offer package. If the item IS NOT checked, it is NOT APPLICABLE to this bid/offer. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Brazoria County Purchasing Department immediately.

It is the bidder's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the following before you return your bid/offer packet.

- ☒ 1. **Cover Sheet**
- ☒ 2. **Bidder/Offerer Certification**
Company name, identifying information and signature (IN INK).
- ☒ 3. **Contract Sheet**
- ☒ 4. **Package Checklist**
- ☒ 5. **Standard Terms & Conditions**
- ☒ 6. **Special Requirements**
Offerer should be familiar with all of the Special Requirements.
- ☒ 7. **Bidder/Offerer Affirmation**
Company name, identifying information and signature (IN INK).
- ☒ 8. **Attachments:** The documents marked below are hereby attached and made a part of this package.
 - ☒ a. **Specifications / Scope of Services**
Detailed description of the product/service sought by the County.
 - ☒ b. **Bid / Offer Sheet**
This form is used to solicit exact pricing of goods/services and delivery costs.
 - ☐ c. **Equipment, Hardware and/or Software Requirements**
 - ☒ d. **Insurance Requirements**
Offerer should be familiar with all applicable Insurance Requirements
 - ☐ e. **Travel Policy**
Offerer should be familiar with the Brazoria County Travel Policy
 - ☒ f. **Offerer Data Sheet**
Offerer information and W-9 Form must be completed and returned with offer.
 - ☐ g. **Bid Bond Requirements**
 - ☒ h. **Performance Bond Requirements**
 - ☒ i. **Payment Bond Requirements**
 - ☐ j. **Non-Disclosure Agreement**
Offerer must sign the Non-Disclosure Agreement.
 - ☐ k. **Building Contract**
Offerer must sign the Building Contract.
 - ☐ l. **Local Opportunity Plan**
 - ☐ m. **Federal Labor Standards Provisions**
 - ☐ n. **Federal Wage Rate**
 - ☐ o. **Life Cycle Cost Terms & Conditions for Guaranteed Maintenance & Guaranteed Repurchase**
 - ☐ p. **Building/Construction Workers' Compensation Requirements**

BRAZORIA COUNTY STANDARD TERMS AND CONDITIONS

FUNDING: Funds for payment have been provided through the Brazoria County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Brazoria County fiscal year shall be subject to budget approval.

DELIVERY: Items ordered from this bid/offer may require delivery to various locations throughout Brazoria County, as specified in this bid/offer or at time of order. All delivery and freight charges (F.O.B. Brazoria County designated location) are to be included in the bid/offer price except as noted herein.

AWARD OF CONTRACT: Brazoria County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Brazoria County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply bonds and certificate of insurance as may be required herein.

Brazoria County hereby notifies Bidder/Offerer that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Brazoria County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this contract may be terminated and payment withheld if awarded Bidder/Offerer becomes indebted to the County during the term of the Contract.

EQUAL EMPLOYMENT: All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.

CONTRACT: The bid/offer, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by Brazoria County, shall constitute a Contract equally binding between the successful bidder and Brazoria County. No invoices will be paid prior to acceptance of Contract by Brazoria County. No different or additional terms will become a part of this Contract.

INTERLOCAL PARTICIPATION: It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an interlocal agreement with Brazoria County.

It is further understood, that any other governmental entity that elects to use a Brazoria County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

DEFAULT OF BIDDER: If successful bidder defaults by failing to supply bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next lowest bidder upon the approval of Commissioners' Court.

Bidder, in submitting this bid/offer, agrees that Brazoria County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

ADDENDA: Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Agent. Addenda will be mailed to all that are known to have received a copy of the bid/offer package and/or Contract. Bidders shall acknowledge receipt of all addenda.

SALES TAX: Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

Initials _____

ETHICAL CONDUCT: The bidder shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or agent of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

The bidder affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

Brazoria County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES: During an analysis of all bids/offers, Brazoria County may request bidder to supply a list of three (3) references to which like services or materials have been supplied by bidder. If requested, references should include name of firm, address, telephone number and name of representative.

INSURANCE: Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.

SILENCE OF SPECIFICATIONS: The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INDEMNIFICATION: The successful bidder (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law ordinance, order, or decree; or of any agent, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their agents, servants, customers, and/or employees, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages.

Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

THIRD PARTY BENEFICIARY CLAUSE: It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

PURCHASE ORDERS REQUIRED: All orders for materials or work must be authenticated by a purchase order issued by the Brazoria County Purchasing Department. Invoices not bearing a purchase order number will not be paid.

TESTING: All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Agent, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Brazoria County. The County reserves the right to immediately cancel any Contract found not to be in compliance with governing specifications as a result of testing by the County.

WAGES: Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

TERMINATION OF CONTRACT: This Contract shall remain in effect until Contract expires, or until terminated by either party upon thirty (30) days written notice. The Contractor must state in such notice the reasons for such cancellation, and shall address it to the County Purchasing Agent, 111 East Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515. Brazoria County reserves the right to award canceled Contract to next lowest and best bidder as it deems to be in the best interest of the County.

In the event of breach or default of this Contract, Brazoria County reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the County.

In the event the Contractor shall fail to perform, keep, or observe any of the terms and conditions to be performed, kept, or observed, Brazoria County shall give the Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the County within two (2) working days of receipt of such notice by the Contractor, default will be declared and all the Contractor's rights shall terminate.

DELIVERY OF NOTICES: Any notice provided by this Contract (or required by law) to be given to the Contractor by Brazoria County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Angleton, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

DELIVERY TICKETS: Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, Brazoria County purchase order number and descriptive information as to item and quantity delivered.

HAZARDOUS SUBSTANCES: State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.

PAYMENT: Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Article 601f Texas Revised Civil Statutes Annotated. Contractor is required to pay subcontractors within ten (10) days.

CONTRACTOR'S LIABILITY: The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

DEFECTIVE MATERIALS: Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

Initials _____

WARRANTY: Contractor shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached.

ASSIGNMENT: Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.

GOVERNING LAW: Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria 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.

DRAWINGS: All plans and specifications are hereby attached and made a part of this Contract.

RIGHT TO AUDIT: At anytime during the term of this contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful bidders expense within two (2) weeks of written request.

PERFORMANCE AND PAYMENT BONDS: (Public Works Contract or as Required by Commissioner's Court) In the event the total accepted bid/proposal price exceeds \$25,000 the successful offerer must provide to the office of the County Purchasing Agent, a payment bond, and if the price exceeds \$100,000 the successful offerer must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the offerer. In the event Brazoria County rejects the proposed surety company, the offerer will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County. (See *Package Checklist*.)

APPLICABLE LAW: All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.

COMPLIANCE WITH APPLICABLE LAWS: Offerer shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by offerer hereunder or which in any manner affect this Contract.

FORCE MAJEURE: Neither the County nor the successful offerer shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

SEVERABILITY: If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.

Initials _____

QUANTITIES: Brazoria County requests purchase prices for the items identified in this bid/offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of bid/offer preparation. These quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

Brazoria County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

PURCHASE FROM OTHER SOURCES: Brazoria County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of Brazoria County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the offerer and such action shall not invalidate in whole or in part this Contract or any rights or remedies Brazoria County may have hereunder.

Initials _____

**BRAZORIA COUNTY
BIDDER/OFFERER'S AFFIRMATION**

RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

This sheet must be completed, signed, and returned by Bidder/Offerer

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Offerer affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Offerer hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.076 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Offerer, hereby affirms that Bidder/Offerer:

 X Does not own taxable property in Brazoria County.

 X Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

Bidder/Offerer Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official
Authorizing the Bid/Offer _____ Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

BRAZORIA COUNTY PURCHASING DEPARTMENT

Susanne Brumley, CPPB
Procurement Officer



Tracy Jackson, CPPB
Contract Specialist

Charles Crook CPPB
County Purchasing Agent

MEMORANDUM

August 25, 2005

To: Commissioners' Court
County Judge John Willy
Commissioner Dude Payne, Precinct 1
Commissioner Jim Clawson, Precinct 2
Commissioner Jack Harris, Precinct 3
Commissioner Larry Stanley, Precinct 4

CC: Rick Perry, Emergency Management
John VandenBos, Emergency Management
Gerald Roberts, County Engineer

From: Charles Crook, CPPB 
County Purchasing Agent

Re: RFP #05-75 Disaster and/or Storm Recovery Services

Gentlemen,

I have attached price sheets from both Ashbritt Environmental and Crowder-Gulf. As you will note, Crowder Gulf has the lower pricing.

Proposal packages were reviewed by a committee consisting of: Rick Perry, John VandenBos, Commissioner Larry Stanely, Commissioner Dude Payne, Gerald Roberts and Charles Crook. Crowder-Gulf and Ashbritt were both short-listed as best and most qualified candidates from a total of seven (7) proposals submitted.

Crowder Gulf & Ashbritt appear to have equal qualifications and nothing seems to stand out as to one company offering better services than the other. Both companies have subcontracted with each other & have worked as co-contractors. They both are comfortable working with each other and expressed this to me yesterday before court. They also expressed a willingness to be present during both presentations and were comfortable doing so.

Since things appear to be equal, I recommend going with the low bidder, Crowder-Gulf. Their current contracts with the Cities of Angleton and Alvin, make them an attractive choice as well.

One (1) option might be to award a primary contract to Crowder-Gulf and a secondary contract to Ashbritt. The secondary contract could be activated in the event that the County determined a secondary contractor was required.

Please contact me if you have any questions or wish to review any information that we have in the office as to the qualifications of both firms.

Thank you.

Appendix O CONTRACTS

PURCHASING DEPARTMENT

Brazoria County Courthouse West Annex
451 N. Velasco St., Suite 100
Angleton, TX 77515
(979) 864-1825



CHARLES CROOK, CPPB

Director

February 21, 2008

Tim Mooney
AshBritt Environmental
480 South Andrews, suite 103
Pompano Beach, Fl 33069

Dear Mr. Mooney:

We are pleased to inform you that on February 12, 2008 Brazoria County Commissioners Court approved the renewal of contract C#05-75 Disaster and / or Storm Recovery Services with AshBritt Environmental of Pompano Beach, Florida for a third (3rd) renewal period of a four (4) year contract.

The renewal period shall be from April 12, 2008 to April 11, 2009 and shall be subject to the current terms, conditions and pricing of the current contract.

If you are in compliance with this renewal, please sign as indicated at the bottom of this letter. Please keep a copy for your records and return an original to us for our files.

As always, your interest in Brazoria County is appreciated.

Very truly yours,

A handwritten signature in black ink that reads "Charles Crook CPPB".

Charles Crook CPPB
Brazoria County Purchasing Agent

APPROVED:

A handwritten signature in black ink that reads "John W. Noble, COO".

2/22/2008

Name & Title
Company Name

Date

AshBritt

purch-natasha

From: purch-natasha
Sent: Thursday, February 21, 2008 11:27 AM
To: 'tmooney@ashbritt.com'
Subject: Brazoria County RFP#05-75 Disaster and / or Storm Recovery Services



Your001.PDF (26 KB)

Mr. Mooney,

Brazoria County has a four (4) year renewable annually contract with AshBritt Environmental for the above listed package. Please see the attached renewal letter for the third period of the four year contract. If you are in compliance, please sign and fax the letter to my attention at 979-864-1034.

The renewal period shall be from April 12, 2008 to April 11, 2009.

Thank you.

Natasha D.N. Stulberg
Bid Specialist
Brazoria County Purchasing Department
451 North Velasco Street, suite 100
Angleton, TX 77515
979-864-1677 (direct)
979-864-1034 (fax)
natashas@brazoria-county.com

-----Original Message-----

From: xeroxscanner@brazoria-county.com [mailto:xeroxscanner@brazoria-county.com]
Sent: Thursday, February 21, 2008 6:30 AM
To: purch-natasha
Subject: Your PO Copies from the Purchasing Department

Please open the attached document to print your Purchase Orders. It was scanned and sent to you using a Xerox WorkCentre Pro in the Purchasing Department.

Sent by: Guest [xeroxscanner@brazoria-county.com]
Number of Images: 1
Attachment File Type: PDF

WorkCentre Pro Location: machine location not set
Device Name: purch_xerox

Please contact Synthia Ritz in the Brazoria County Purchasing Department at extension 1825 if you have any questions.

BRAZORIA COUNTY REQUEST FOR PROPOSAL COVER SHEET

RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying specifications and statement of work are for your convenience in submitting an un-priced offer for the enclosed referenced products and/or services for BRAZORIA COUNTY.

Sealed offers shall be received no later than:

WEDNESDAY, 10 AUGUST 2005 @ 2:00 P.M., LOCAL TIME

PLEASE MARK ENVELOPE: "REQUEST FOR PROPOSAL FOR #05-75 DISASTER AND/OR STORM RECOVERY SERVICES"

Respondents shall not submit pricing in this package. After review, Brazoria County will solicit unit pricing from Offerers that qualify for an award. Brazoria County may initiate negotiations with respondents. Award may be made to the best evaluated response taking into consideration the relative importance of price and other factors set forth in the RFP.

Offerer shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.

RETURN OFFER TO:

MAILING ADDRESS:
CHARLES CROOK, CPPB
COUNTY PURCHASING AGENT
BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515

PHYSICAL ADDRESS:
CHARLES CROOK, CPPB
COUNTY PURCHASING AGENT
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N. VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

BRAZORIA COUNTY appreciates your time and effort in preparing this offer. Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

BRAZORIA COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this RFP which may have influenced your decision to "No Offer". If your response to this RFP is a "No Offer" response, please complete the Statement of No Offer in this RFP package and submit.

Any prospective bidder/offerer desiring any explanation or interpretation of the solicitation must make a written request at least ten (10) days prior to the scheduled time for the bid/offer opening. The request must be addressed to Charles Crook, County Purchasing Agent, at the address stated above or faxed to (979) 864-1034. Any information given to a prospective bidder/offerer concerning this solicitation will be furnished promptly to all other known prospective bidders/offerers as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Bidder/Offerer's responsibility to verify the issuance of Addenda in regard to this Bid/Offer. All Addenda shall be submitted to all known bidders/offerers and shall be posted on the Brazoria County Purchasing Website identified above. Brazoria County shall not be responsible for failed internet connections or power interruptions.



Charles Crook, CPPB
County Purchasing Agent
Brazoria County Courthouse
Purchasing Department
111 E. Locust Street, Bldg. A-29, Suite #100
Angleton, Texas 77515

RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

BRAZORIA COUNTY

SPECIFICATIONS / SCOPE OF SERVICES

RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

Respondents shall not submit pricing in this package. Brazoria County may initiate negotiations with respondents. Award may be made to the best evaluated response taking into consideration the relative importance of price and other factors set forth in the RFP.

Anticipated actions associated with debris removal must be in accordance with local guidelines and must be accomplished in accordance with provisions of 44 CFR Sect. 206.222, 206.223, 206.224, 206.225, 206.226 and 206.228.

- 1.0 Proposer shall provide Scope of Services showing services available in response to a disaster assistance request from Brazoria County.

The proposal shall include:

- 1.1 Emergency Road Clearance
- 1.2 Debris Removal from Public Property and Rights-of-Way
- 1.3 Debris Disposal
- 1.4 Reporting and Documentation Plan
- 1.5 Training
- 1.6 Sub-contracting, Including Use of Local Vendors
- 1.7 Additional Services Available
- 1.8 Community Relations
- 1.9 Program Management

- 2.0 References

Please provide information on company experience for recovery services typical of a county this size and population of Brazoria County. Provide pertinent reference contact information.

- 3.0 Resources

Provide a list of resources and equipment that will be available to Brazoria County as needed.

- 4.0 Describe sub-contracting plan. Brazoria County prefers to use local contractors when possible. Include in plan, any information pertinent to local vendors.

- 5.0 Reimbursements

It is Brazoria County's intention to recover all reimbursable costs available by law. Comment on your document control system and your success in recovery of FEMA and other reimbursable costs.

Brazoria County may withhold payments for costs associated with losses due to improper or mishandled documentation related to reimbursements.

- 6.0 Please describe any other disaster services available that are not described in this Scope of Services.
- 7.0 Describe Disaster Recovery Technical Assistance Services to elected officials.
- 8.0 Describe additional support services available.

BRAZORIA COUNTY SPECIAL REQUIREMENTS

RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

OFFERER INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede other requirements where applicable.

General

The requirements set forth below are intended to outline the basic operating parameters and procedures required to provide goods and/or services to Brazoria County as described herein. It is not the intention to describe every item required. In the performance of this Contract, the successful offerer represents it is familiar with the condition under which Brazoria County operates and represents that it has the resources, knowledge and skills to properly support the County's needs consistent with these special conditions and the Contract documents.

The County reserves the right to modify this Contract and Scope of Work as necessary to develop and maintain specifications / scope of services that meets the County's needs. Such modifications shall be mutually agreed upon and shall be incorporated into this Contract as an addendum. Brazoria County shall not be responsible for any additional charge that is not stated in this Contract or mutually agreed to prior to such work or service is performed and/or invoiced.

The Specifications/Scope of Services provided in this package is to be used as a guide in developing an offer to this RFP. The information contained herein is not intended to be restrictive and the County will consider alternate offers submitted by offerer. Alternate offers shall be clearly marked with the proposed alternates and or exceptions to the Specifications/Scope of Services and shall include all pricing/cost advantages if applicable. Offerers are expected to include any additional requirements that may have been inadvertently left out of the attached Specifications/Scope of Services. All offers shall be un-priced. Brazoria County will review offers and ask for pricing from vendors judged to be capable of an award.

All offers inclusive of pricing shall remain firm for acceptance for a period of ninety (90) days from opening date unless otherwise specified by Brazoria County.

Prices offered shall reflect the full Specifications/ Scope of Services as defined per the RFP documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Offerer must include all incidental costs in his pricing. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Brazoria County, resulting from this Request for Proposal, shall be and remain employees of the Contractor, not Brazoria County. It is understood and agreed that the offerer is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the offerer's employees and or equipment during the course of the Contract.

Offerers may be requested to provide presentations, such presentations may develop into negotiating sessions with the successful offerer as selected by the evaluation committee. If Brazoria County and offerer are unable to agree to Contract terms, Brazoria County reserves the right to terminate Contract negotiations with that offerer and enter into negotiations with another offerer.

No award or acquisition can be made until Commissioners' Court approves such action.

Brazoria County will not be obligated to the offerer for goods and/or services until completion of a signed Contract as approved by Commissioners' Court.

Submission of an offer implies the offerer's acceptance of the evaluation criteria and offerer recognition that subjective judgments must be made by the evaluating committee.

Initials

Page 5 of 17

This Request for Proposal in no manner obligates Brazoria County or any of its agencies to the eventual purchase of any goods and/or services described, implied or which may be proposed, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Brazoria County and may be terminated at any time prior to the signing of a Contract.

Brazoria County will not be liable for any costs incurred by the offerer in preparing a response to this RFP. Brazoria County makes no guarantee that any goods and/or services will be purchased as a result of this request for proposal, and reserves the right to reject any and all offers. All offers and their accompanying documentation will become the property of Brazoria County. All offers shall be open to negotiation.

All documents will be held by the County and are NOT subject to public view until an award is made. When an award is made, offers are subject to review under the "Open Records Act". To the extent permitted by law, offerers may request in writing non-disclosure of confidential data. Such data shall accompany the offer, be readily separable from the offer and shall be CLEARLY MARKED "CONFIDENTIAL".

All correspondence relating to this RFP, from advertisement to award shall be sent to the Brazoria County Purchasing Department. All presentations and/or meetings between Brazoria County and the offerer relating to this RFP shall be coordinated by the Brazoria County Purchasing Department. Deviations from this requirement may cause the cancellation of this RFP process and/or disqualification of offerer's proposal.

All information provided to offerer for the purpose of submitting a proposal in response to this RFP is confidential, and is and will remain, the property of Brazoria County and will not be used by offerer for any other purposes.

The offerer is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at offerer's risk.

RFP Form Completion

Offerer shall fill out, SIGN, and return to the Brazoria County Purchasing Department one (1) original and four (4) copies of the ~~complete RFP~~ form. An authorized representative of the offerer **MUST** sign the Contract Sheet. The Contract will be binding only when signed by the Brazoria County Judge and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of RFP. If an error is made, offerer **MUST** draw a line through the error and initial each change. **PLEASE NOTE:** Unless otherwise specified, **ALL RFPs are to be F.O.B. Destination, Net Thirty (30) Days.**

Exceptions

Bidder/Offerer must provide any and all warranty terms and conditions. Bidder/Offerer Terms & Conditions are subject to the review and approval of Brazoria County. In the event of conflicting Terms & Conditions, the terms submitted in the solicitation package shall prevail. Bidder/Offerer must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

RFP Returns

Offerers must return all completed offers to the Brazoria County Purchasing Department at 111 E. Locust Street, Suite 309, Angleton, Texas **no later than 2:00 P.M.** on the date specified. Late RFPs will not be accepted. RFPs must be submitted in a sealed envelope and addressed as follows:

MAILING ADDRESS:

CHARLES CROOK, CPPB
COUNTY PURCHASING AGENT
BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515

PHYSICAL ADDRESS:

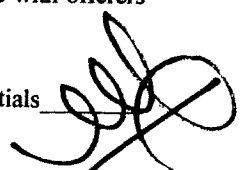
CHARLES CROOK, CPPB
COUNTY PURCHASING AGENT
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N. VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

Bid/Offer Preparation

Each marked page of the bid/offer sheets must be manually signed or initialed by an officer of the company having the authority to bind the firm in a Contract, such signed sheets must be enclosed in a sealed envelope with offerers response. Envelope shall be marked with the offerer's company name and RFP Number.

Initials



Responses to this request for proposal shall be formatted as follows:

One (1) original and four (4) copies of complete offer should be sealed in an envelope or box for delivery to the Brazoria County Purchasing Agent per instructions herein. All documents included in the offer and the outside of the envelope and/or box must be labeled with the offerer's name and the RFP number which corresponds to this Request for proposal, hereinafter referred to as RFP.

Each offer shall be organized to conform to the RFP sequence and format. Offerer should provide a response for each and every portion of the RFP. The questions are structured to allow the offerer to explain the benefits of the product being proposed. Responses should be carefully considered by the offerer as they are critical to the evaluation process. Evaluation will consider the adequacy, accuracy and completeness of responses. While Brazoria County appreciates a brief straightforward concise reply, the offerer must fully understand that the evaluation is based on the information provided. Where appropriate, your response may consist of phrases such as "understood" "agreed", or "no exception". Any omissions shall be assumed to be "No Exception." Any ambiguous and equivocal statements may be construed against the offerer.

Brazoria County prefers that all responses, compliant or otherwise, be provided in the same order as the proposal documents, as well as, in the same response location for ease of comparison. Vendor may number the responses and provide simple statements as "agree" or "comply" where those statements may be applicable. Any non-response will be considered as compliant to the statement, specifications or requirements noted in the proposal documents. Vendor must note any exceptions to the statements, specifications or requirements stated in the proposal documents. These exceptions must be provided at the time of the RFP opening in order to be considered. Exceptions to the Standard Terms and Conditions may be placed in an Appendix labeled "Exceptions".

Late Bid/Offers

Bids/Offers received in the office of the County Purchasing Agent after submission deadline will be considered void and unacceptable. Brazoria County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Agent shall be the official time of receipt.

Altering Bids/Offers

Bids/Offers cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

Substitutions to Bid/Offer

Offerers offering substitutions shall state these by attachment as part of the bid/offer. Brazoria County reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the County.

Withdrawal of Bid/Offer

A bid/offer may not be withdrawn or canceled by the offerer without the permission of Brazoria County for a period of ninety (90) days following the date designated for the receipt of bids/offers, and offerer so agrees upon submittal of their bid/offer.

Descriptions

Any reference to model and/or make/manufacture used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offers on items of like quality will be considered. Offer must provide hardware specifications where hardware is offered.

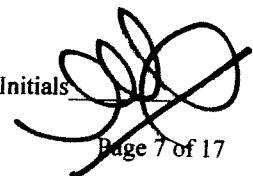
Terms of Payment

Terms of payment shall be net thirty (30) days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be offered. Invoices for installed equipment and software will not be paid prior to complete acceptance by Brazoria County unless otherwise specified. If installation of equipment and software is delayed, the County reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

Contract Term

Award of Contract shall begin upon acceptance of Contract and shall continue for twelve (12) months. Further, Brazoria County reserves the right to renew the Contract every twelve (12) months for four (4) renewal periods. Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.

Initials

A large, stylized handwritten signature or set of initials, possibly "JL" or "JD", written in dark ink. It is positioned over the "Initials" label and the page number.

Renewal shall be subject to approval by Brazoria County Commissioners' Court each period. Once renewal option is exhausted, the Contract must be rebid.

Brazoria County retains the option to rebid at any time if in its best interest and is not automatically bound to renewal or rebid.

Pricing / Delivery

Offerers shall submit pricing only after being notified to do so by Brazoria County.

No charges may be billed to the County unless such costs were explicitly included in the proposal. Offerer will incur any costs not explicitly included in the proposal and/or mutually agreed to in writing by the Brazoria County Purchasing Department.

Reduction in Price: If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Brazoria County.

Personnel

Successful offerer agrees at all times to maintain an adequate staff of experienced and qualified full time employees to ensure efficient performance under this Agreement. No part-time, subcontract, or third party personnel may perform services hereunder without the prior written consent of the Brazoria County Purchasing Department.

Successful offerer agrees that at all times its employees will perform required services in a professional and workmanlike manner in accordance with good industry practices.

Brazoria County may, at any time, request the removal and replacement of any of successful offerer's employees and the successful offerer will duly consider such request.

Legal Documents

Offerer must submit with its proposal any agreements for services, etc. which may be required by their organization to enter into a Contract with Brazoria County. These agreements must be completed, executed by offerer's authorized representative and submitted with the returned proposal, and are subject to review and amendment by the Brazoria County Attorney's Office, and to approval by Commissioners Court. In the event of conflicting terms, the Brazoria County Terms and Conditions, Scope of Services, and attachments shall prevail.

Contract Award / Evaluation Process

An evaluation committee will examine all offers. Offers that do not conform to the instructions given or that do not address all the questions and/or services specified may be eliminated from consideration. Brazoria County, however, reserves the right to accept such an offer if it is determined to be in the County's best interest to do so.

Brazoria County may initiate discussions with offerers. Additional information will be accepted during this period from offerers who responded to the original request. Offerers may NOT initiate discussions. Brazoria County expects to conduct discussions with offerer personnel authorized to enter into contractual obligations.

Award of the Contract shall be made to the responsible offerer whose offer is determined to be the best evaluated offer resulting from negotiations, taking into consideration compliance with instructions, specifications and qualities of the hardware/software/system proposed which best meets the needs of the using department. Brazoria County may use references to make judgments directly affecting the award of this Contract.

Evaluation Criteria

The evaluation criteria will be based on, but not necessarily limited to the following factors:

1. Ability to Meet Required Specifications & Supply Adequate Resources 34%
2. Ability to Provide Quality Service, References, Quality of Offer & Pertinent Experience..... 32%
3. Reasonably Priced 34%

Contract Obligations

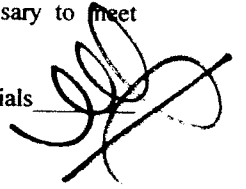
This offer, submitted documents and any negotiations, when properly accepted by Brazoria County, shall constitute a Contract equally binding between the successful offerer and Brazoria County. The selected offerer will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

Initials

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The offerer's response may be incorporated into any Contract which results from this RFP, therefore, offerers are cautioned not to make claims or statements which they are not prepared to commit to contractually. Failure by the offerer to meet such claims will result in a requirement that the offerer provide resources necessary to meet submitted claims and/or breach of Contract.

Initials

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

BRAZORIA COUNTY STATEMENT OF NO OFFER

RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

If offerer is not proposing on the goods and/or services as stated in this RFP, please complete and return this form to: Brazoria County Courthouse, Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515.

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit a bid response for the following reason(s) [please check all that apply]:

- ☐ Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.
- ☐ Specifications unclear (please explain below).
- ☐ We do not offer this commodity and/or service or an equivalent.
- ☐ Insufficient time to respond to the RFP.
- ☐ Our schedule would not permit us to perform.

Remarks: _____

REQUEST FOR PROPOSAL PACKAGE CHECKLIST

RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

Items checked below represent components, which comprise this bid/offer package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/offer. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Brazoria County Purchasing Department immediately.

It is the bidder's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the following before you return your bid/offer packet.

- ☒ 1. **Cover Sheet**
- ☒ 2. **Bidder/Offerer Certification**
Company name, identifying information and signature (IN INK).
- ☒ 3. **Contract Sheet**
- ☒ 4. **Package Checklist**
- ☒ 5. **Standard Terms & Conditions**
- ☒ 6. **Special Requirements**
Offerer should be familiar with all of the Special Requirements.
- ☒ 7. **Bidder/Offerer Affirmation**
Company name, identifying information and signature (IN INK).
- ☒ 8. **Attachments:** The documents marked below are hereby attached and made a part of this package.
 - ☒ a. **Specifications / Scope of Services**
Detailed description of the product/service sought by the County.
 - ☒ b. **Bid / Offer Sheet**
This form is used to solicit exact pricing of goods/services and delivery costs.
 - ☐ c. **Equipment, Hardware and/or Software Requirements**
 - ☒ d. **Insurance Requirements**
Offerer should be familiar with all applicable Insurance Requirements
 - ☐ e. **Travel Policy**
Offerer should be familiar with the Brazoria County Travel Policy
 - ☒ f. **Offerer Data Sheet**
Offerer information and W-9 Form must be completed and returned with offer.
 - ☐ g. **Bid Bond Requirements**
 - ☒ h. **Performance Bond Requirements**
 - ☒ i. **Payment Bond Requirements**
 - ☐ j. **Non-Disclosure Agreement**
Offerer must sign the Non-Disclosure Agreement.
 - ☐ k. **Building Contract**
Offerer must sign the Building Contract.
 - ☐ l. **Local Opportunity Plan**
 - ☐ m. **Federal Labor Standards Provisions**
 - ☐ n. **Federal Wage Rate**
 - ☐ o. **Life Cycle Cost Terms & Conditions for Guaranteed Maintenance & Guaranteed Repurchase**
 - ☐ p. **Building/Construction Workers' Compensation Requirements**

BRAZORIA COUNTY STANDARD TERMS AND CONDITIONS

FUNDING: Funds for payment have been provided through the Brazoria County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Brazoria County fiscal year shall be subject to budget approval.

DELIVERY: Items ordered from this bid/offer may require delivery to various locations throughout Brazoria County, as specified in this bid/offer or at time of order. All delivery and freight charges (F.O.B. Brazoria County designated location) are to be included in the bid/offer price except as noted herein.

AWARD OF CONTRACT: Brazoria County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Brazoria County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply bonds and certificate of insurance as may be required herein.

Brazoria County hereby notifies Bidder/Offerer that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Brazoria County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this contract may be terminated and payment withheld if awarded Bidder/Offerer becomes indebted to the County during the term of the Contract.

EQUAL EMPLOYMENT: All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.

CONTRACT: The bid/offer, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by Brazoria County, shall constitute a Contract equally binding between the successful bidder and Brazoria County. No invoices will be paid prior to acceptance of Contract by Brazoria County. No different or additional terms will become a part of this Contract.

INTERLOCAL PARTICIPATION: It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an interlocal agreement with Brazoria County.

It is further understood, that any other governmental entity that elects to use a Brazoria County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

DEFAULT OF BIDDER: If successful bidder defaults by failing to supply bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next lowest bidder upon the approval of Commissioners' Court.

Bidder, in submitting this bid/offer, agrees that Brazoria County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

ADDENDA: Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Agent. Addenda will be mailed to all that are known to have received a copy of the bid/offer package and/or Contract. Bidders shall acknowledge receipt of all addenda.

SALES TAX: Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

ETHICAL CONDUCT: The bidder shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or agent of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

The bidder affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

Brazoria County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES: During an analysis of all bids/offers, Brazoria County may request bidder to supply a list of three (3) references to which like services or materials have been supplied by bidder. If requested, references should include name of firm, address, telephone number and name of representative.

INSURANCE: Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.

SILENCE OF SPECIFICATIONS: The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INDEMNIFICATION: The successful bidder (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law ordinance, order, or decree; or of any agent, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

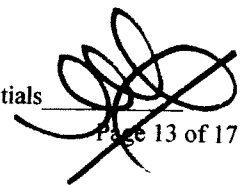
Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their agents, servants, customers, and/or employees, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages.

Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

THIRD PARTY BENEFICIARY CLAUSE: It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

PURCHASE ORDERS REQUIRED: All orders for materials or work must be authenticated by a purchase order issued by the Brazoria County Purchasing Department. Invoices not bearing a purchase order number will not be paid.

Initials



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TESTING: All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Agent, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Brazoria County. The County reserves the right to immediately cancel any Contract found not to be in compliance with governing specifications as a result of testing by the County.

WAGES: Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

TERMINATION OF CONTRACT: This Contract shall remain in effect until Contract expires, or until terminated by either party upon thirty (30) days written notice. The Contractor must state in such notice the reasons for such cancellation, and shall address it to the County Purchasing Agent, 111 East Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515. Brazoria County reserves the right to award canceled Contract to next lowest and best bidder as it deems to be in the best interest of the County.

In the event of breach or default of this Contract, Brazoria County reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the County.

In the event the Contractor shall fail to perform, keep, or observe any of the terms and conditions to be performed, kept, or observed, Brazoria County shall give the Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the County within two (2) working days of receipt of such notice by the Contractor, default will be declared and all the Contractor's rights shall terminate.

DELIVERY OF NOTICES: Any notice provided by this Contract (or required by law) to be given to the Contractor by Brazoria County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Angleton, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

DELIVERY TICKETS: Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, Brazoria County purchase order number and descriptive information as to item and quantity delivered.

HAZARDOUS SUBSTANCES: State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.

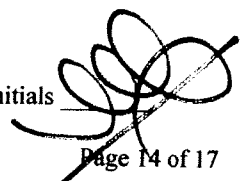
PAYMENT: Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Article 601f Texas Revised Civil Statutes Annotated. Contractor is required to pay subcontractors within ten (10) days.

CONTRACTOR'S LIABILITY: The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

DEFECTIVE MATERIALS: Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

Initials



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WARRANTY: Contractor shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached.

ASSIGNMENT: Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.

GOVERNING LAW: Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria 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.

DRAWINGS: All plans and specifications are hereby attached and made a part of this Contract.

RIGHT TO AUDIT: At anytime during the term of this contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful bidder's expense within two (2) weeks of written request.

PERFORMANCE AND PAYMENT BONDS: (Public Works Contract or as Required by Commissioner's Court) In the event the total accepted bid/proposal price exceeds \$25,000 the successful offerer must provide to the office of the County Purchasing Agent, a payment bond, and if the price exceeds \$100,000 the successful offerer must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the offerer. In the event Brazoria County rejects the proposed surety company, the offerer will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County. (See *Package Checklist*.)

APPLICABLE LAW: All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.

COMPLIANCE WITH APPLICABLE LAWS: Offerer shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by offerer hereunder or which in any manner affect this Contract.

FORCE MAJEURE: Neither the County nor the successful offerer shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

SEVERABILITY: If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.

Initials



QUANTITIES: Brazoria County requests purchase prices for the items identified in this bid/offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of bid/offer preparation. These quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

Brazoria County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

PURCHASE FROM OTHER SOURCES: Brazoria County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of Brazoria County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the offerer and such action shall not invalidate in whole or in part this Contract or any rights or remedies Brazoria County may have hereunder.

Initials 

RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

- X Does not own taxable property in Brazoria County.
- X Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

Page 17 of 17

ATTACHMENT D
BRAZORIA COUNTY
INSURANCE REQUIREMENTS FOR
HIGH EXPOSURE CONSTRUCTION CONTRACTS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. FOR CONSTRUCTION WORK CONTRACTS, THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.
2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
a. Premises and product liability	\$1,000,000	\$1,000,000
b. Aggregate policy limits	\$1,000,000	

3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
a. Bodily injury (including death)	\$1,000,000	\$1,000,000
b. Property damage	\$1,000,000	\$1,000,000
c. Aggregate policy limits	\$1,000,000	

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of Brazoria County and Brazoria County, Texas harmless; i.e., shall include coverage for "Hold Harmless Agreement".

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Agent of Brazoria County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

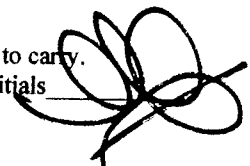
No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of Brazoria County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by Brazoria County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

Initials _____



**ATTACHMENT I
BRAZORIA COUNTY
PAYMENT BOND INFORMATION
AND REQUIREMENTS**

The following requirements supersede other requirements where applicable.

PAYMENT BOND: (Public Works Contract or as Required by Commissioner's Court) In the event the total accepted bid/proposal price exceeds \$25,000 the successful offerer must provide to the office of the County Purchasing Agent, a payment bond in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bond shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the offerer. In the event Brazoria County rejects the proposed surety company, the offerer will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.

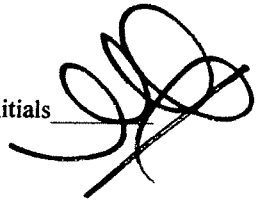
 X PAYMENT BOND REQUIRED WHEN BID/PROPOSAL EXCEEDS \$25,000 AND IS
FOR PUBLIC WORKS.

 PAYMENT BOND REQUIRED BY COURT ORDER.

If the payment bond and related documents are not returned to the Brazoria County Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515 within ten (10) days of award, Brazoria County has the right to render the award ineffective.

Written verification of the validity of the bond shall be received by the Purchasing Department from the Contractor's Surety before any payments will be made.

Initials _____



**ATTACHMENT H
BRAZORIA COUNTY
PERFORMANCE BOND INFORMATION
AND REQUIREMENTS**

The following requirements supersede other requirements where applicable.

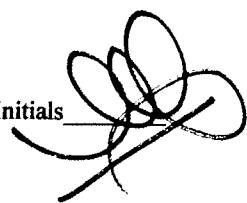
PERFORMANCE BOND: (Public Works Contract or as Required by Commissioner's Court) In the event the total accepted bid/proposal price exceeds \$100,000 the successful offerer must provide a performance bond, in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bond shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the offerer. In the event Brazoria County rejects the proposed surety company, the offerer will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.

 X PERFORMANCE BOND REQUIRED WHEN BID/PROPOSAL EXCEEDS \$100,000
OR IS FOR PUBLIC WORK.

 PERFORMANCE BOND REQUIRED BY COURT ORDER.

If the performance bond and related documents are not returned to the Brazoria County Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515 within ten (10) days of award, Brazoria County has the right to render the award ineffective.

Written verification of the validity of the bond shall be received by the Purchasing Department from the Contractor's Surety before any payments will be made.

Initials 

ATTACHMENT F BRAZORIA COUNTY VENDOR DATA SHEET

AshBritt, Inc.		8-9-05
VENDOR NAME		DATE FORM COMPLETED
Has Name Changed in past two (2) years? ☐ Yes ☒ No If Yes, When _____		
FORMER NAME		
65-0364711		
FEDERAL I. D. # (Company or Corporation)		SOCIAL SECURITY # (Individual)
<u>ORDER /PHYSICAL ADDRESS:</u>		
480 S. Andrews Ave. Ste. 103 Pompano Beach, FL 33069		COUNTY
COMPLETE STREET ADDRESS (Can not be P.O. Box)	CITY	STATE / ZIP
SALES/PARTS CONTACT PERSON/TITLE	(954) 545-3535 TELEPHONE #	(954) 545-3585 FACSIMILE #
WEBSITE ADDRESS: www.ashbritt.com		EMAIL ADDRESS: terry@ashbritt.com
<u>REMIT ADDRESS:</u>		
REMITTANCE NAME (If different from above)		COUNTY
COMPLETE REMIT TO ADDRESS	CITY	STATE / ZIP
CONTACT PERSON/TITLE	() TELEPHONE #	() FACSIMILE #
<u>INVOICING ADDRESS (If different than Remit):</u>		
COMPLETE INVOICING ADDRESS		COUNTY
COMPLETE INVOICING ADDRESS	CITY	STATE / ZIP
CONTACT PERSON/TITLE	() TELEPHONE #	() FACSIMILE #
PLEASE PROVIDE A GENERAL DESCRIPTION OF THE PRODUCTS OR SERVICES SOLD:		
Disaster Recovery and Response Services		
<u>VENDOR'S COMMODITY CODES (3 DIGIT)</u>		<u>VENDOR'S D&B NUMBER</u>
		84-897-0893
Requestor/Company Name AshBritt, Inc. ☒ Add to Bid List Department Name _____ ☒ Add to Vendor File Tel. Extension 954-545-3535 _____ Change Vendor File		FOR INTERNAL USE ONLY _____ Entered Purchasing _____ Entered Auditing BRAZORIA CO. VENDOR #

PLEASE COMPLETE THE W-9 FORM, WHEN ATTACHED, & RETURN IT WITH THE VENDOR DATA SHEET.

Please return form to: Brazoria County Purchasing Department, 111 E. Locust Street, Bldg. A-29, Suite 100,
Angleton, TX 77515

For questions, please call the Purchasing Department at 979-864-1825 (FAX: 979-864-1034)

Request for Taxpayer Identification Number and Certification

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

Please print or type

Name (See **Specific Instructions** on page 2.)

AshBritt, Inc.

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box:

☐

Individual/Sole proprietor

☒

Corporation

☐

Partnership

☐

Other ▶

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

480 S. Andrews Ave., Ste. 103

City, state, and ZIP code

Pompano Beach, FL 33069

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

or

Employer identification number

6	5	0	3	6	4	7	1	1

List account number(s) here (optional)

Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

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

Sign
Here

Signature of
U.S. person ▶

Date ▶ 8-9-05

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, **Withholding of Tax on Nonresident Aliens and Foreign Corporations.**

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

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

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

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

Penalties

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

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

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

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

PURCHASING DEPARTMENT

Brazoria County Courthouse West Annex
451 N. Velasco St., Suite 100
Angleton, TX 77515
(979) 864-1825



CHARLES CROOK, CPPB

Director

February 21, 2008

Tim Mooney
AshBritt Environmental
480 South Andrews, suite 103
Pompano Beach, FL 33069

Dear Mr. Mooney:

We are pleased to inform you that on February 12, 2008 Brazoria County Commissioners Court approved the renewal of contract C#05-75 Disaster and / or Storm Recovery Services with AshBritt Environmental of Pompano Beach, Florida for a third (3rd) renewal period of a four (4) year contract.

The renewal period shall be from April 12, 2008 to April 11, 2009 and shall be subject to the current terms, conditions and pricing of the current contract.

If you are in compliance with this renewal, please sign as indicated at the bottom of this letter. Please keep a copy for your records and return an original to us for our files.

As always, your interest in Brazoria County is appreciated.

Very truly yours,

A handwritten signature in black ink that reads "Charles Crook CPPB".

Charles Crook CPPB
Brazoria County Purchasing Agent

APPROVED: _____

Name & Title
Company Name

_____ Date

PURCHASING DEPARTMENT

Brazoria County Courthouse West Annex
451 N. Velasco St., Suite 100
Angleton, TX 77515
(979) 864-1825

**CHARLES CROOK, CPPB**

Director

(February 5, 2007)

Terry Jackson
AshBritt Environmental
480 South Andrews, suite 103
Pompano Beach, FL 33069

RE: Renewal of RFP#05-75 Disaster and / or Storm Recovery Services

Dear Mr. Jackson:

We are pleased to inform you that Brazoria County would like to renew RFP#05-75 Disaster and / or Storm Recovery Services Contract for another term beginning April 12, 2007 through April 11, 2008 subject to the terms and conditions and pricing of our current contract.

If you are in compliance with this renewal, please sign as indicated at the bottom of this letter. Please keep a copy for your records and return an original to us for our files. A copy of the contract sheet is enclosed for your information.

As always, your interest in Brazoria County is appreciated.

Very truly yours,

A handwritten signature in black ink, appearing to read "Charles Crook", written over a horizontal line.

Charles Crook CPPB
Brazoria County Purchasing Agent

APPROVED: A handwritten signature in black ink, appearing to read "Charles Crook", written over a horizontal line.

Name & Title
Company Name

Date

2/5/07

Telephone (979) 864-1825 or (281) 756-1825 Fax (979) 864-1034

KEITH G. ALLEN
First Assistant

TERRI TIPTON HOLDER
Chief - Criminal Division



05-75
JIM WIGINTON
Chief - Civil Division

JOHN BLANKENSHIP
Chief Investigator

JERI YENNE
CRIMINAL DISTRICT ATTORNEY
BRAZORIA COUNTY

TO: TRACY JACKSON

XC: CHARLES CROOK

FROM: HANK PREJEAN

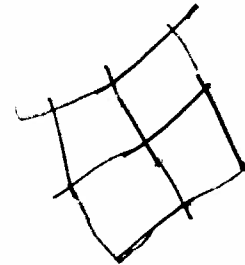
DATE: 06-12-06

RE: CONTRACTS REGARDING RFP 05-75; DISASTER AND/OR STORM
RECOVERY SERVICES (Crowder-Gulf Joint Venture Inc. and AshBritt, Inc.)

MEMORANDUM

The subject Contracts have been reviewed and are approved.

If further assistance is needed, please contact me.



BRAZORIA COUNTY PURCHASING DEPARTMENT

Susanne Brumley, CPPB
Procurement Officer



Tracy Jackson, CPPB
Contract Specialist

Charles Crook CPPB
County Purchasing Agent

June 2, 2006

Terry Jackson
AshBritt Environmental
480 South Andrews, Suite 103
Pompano Beach, FL 33069

RE: Certificate of Insurance for RFP #05-75 Disaster and/or Storm Recovery Services

Dear Mr. Terry Jackson:

On April 11, 2006, Commissioners' Court awarded the above referenced RFP to your company as a secondary vendor.

It is our policy to obtain a copy of your certificate of insurance within ten (10) days of the contract award. To date we have not received your certificate of insurance. Failure to provide said certificate may result in cancellation and/or termination of the contract.

Please submit your certificate of insurance to our office upon receipt of this letter.

Thank you for your interest in Brazoria County. If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Charles Crook", is written over a horizontal line.

Charles Crook CPPB
Brazoria County Purchasing Agent

Enclosure(s)

BRAZORIA COUNTY PURCHASING DEPARTMENT

Susanne Brumley, CPPB
Procurement Officer



Tracy Jackson, CPPB
Contract Specialist

Charles Crook CPPB
County Purchasing Agent

MEMORANDUM

Date: June 1, 2006
To: Hank Prejean, District Attorney's Office
From: Tracy Jackson, Contract Specialist *TJ*
Via: Charles Crook, Purchasing Agent
RE: RFP 05-75 Disaster and/or Storm Recovery Services

Enclosed please find copies of the awarded Contracts for the above reference RFP. Pursuant to Court Order No. 27 dated April 11, 2006, these contracts are subject to the review of the Civil Division of the Brazoria County District Attorney's Office. We have just learned these contracts were not sent to your office for review.

We apologize for the late submittal of these contracts and for any inconvenience this may have caused.

Please submit copies of any related correspondence with regard to these contracts to the Purchasing Office.

Thank you.

BRAZORIA COUNTY PURCHASING DEPARTMENT

Susanne Brumley CPPB
Procurement Officer



Tracy Jackson CPPB
Contract Specialist

Charles Crook CPPB
County Purchasing Agent

FAX

To: *Randi Milner*

Fax: *954-545-3585*

Vendor Name: *Ash Britte*

Tel: *954-545-3535*

From: Tracy Jackson, CPPB
Contract Specialist
Tel: 979-864-1282

Date: *7/6/06*

Re: *Contract Documents*
05-75 Disaster Recovery

Pages Including
Cover: *13*

CC:

COMMENTS:

Please let me know if you need anything else.

Thanks,
Tracy

TRANSMISSION VERIFICATION REPORT

TIME : 07/06/2006 16:24
NAME : BRAZORIA CNTY PURCH
FAX : 9798641034
TEL : 9798641825
SER.# : BROL2J851871

DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE

07/06 16:22
9-19545453585
00:01:55
12
OK
STANDARD
ECM

BRAZORIA COUNTY PURCHASING DEPARTMENT

Susanne Brumley CPPB
Procurement Officer



Tracy Jackson CPPB
Contract Specialist

Charles Crook CPPB
County Purchasing Agent

FAX

To: *Randi Milner*

Fax: *954-545-3585*

Vendor Name: *AshBritt*

Tel: *954-545-3535*

From: Tracy Jackson, CPPB
Contract Specialist
Tel: 979-864-1282

Date: *7/6/06*

Re: *Contract Documents*
05-75 Disaster Recovery

Pages Including
Cover: *13*

CC:

COMMENTS:

Please let me know if you need

BRAZORIA COUNTY PURCHASING DEPARTMENT

Susanne Brumley CPPB
Procurement Officer



Tracy Jackson CPPB
Contract Specialist

Charles Crook CPPB
County Purchasing Agent

FAX

To: Terry Jackson Fax: 954-545-3585
Vendor Name: Ash Britt Tel: 800-244-5094
From: Tracy Jackson, CPPB Date: 6/2/06
Contract Specialist
Tel: 979-864-1282
Re: REP 05-75 Pages Including Cover: 1

CC:

COMMENTS:

BRAZORIA COUNTY PURCHASING DEPARTMENT

Susanne Brumley CPPB
Procurement Officer



Tracy Jackson CPPB
Contract Specialist

Charles Crook CPPB
County Purchasing Agent

COPY

April 11, 2006

Mr. Matt Gierden
AshBritt Inc.
480 South Andrews, Suite 103
Pompano Beach, FL 33069

RE: Award of RFP#05-75 Disaster and / or Storm Recovery Services

Dear Mr. Gierden:

Brazoria County is pleased to inform you that on April 11, 2006, Commissioners' Court awarded RFP #05-75 Disaster and / or Storm Recovery Services to the lowest and best evaluated proposal as follows:

Primary Award – Crowder-Gulf Joint Venture, Inc., Theodore, Alabama

Secondary Award – Ashbritt, Inc., Pompano Beach, Florida

A copy of the signed contract sheet is enclosed for your records. The term of this contract begins on April 11, 2006 and ends on April 10, 2007 with the option of four (4) twelve (12) month renewals.

As a reminder, Performance and Payment Bonds shall be required by awarded offerer(s) at the time that the actual services are needed in accordance with Attachment H and I of RFP#05-75. Awarded offerer(s) will be notified that services are needed and bond amounts shall be based on projected costs of work required at the time of notification. Bonds must be submitted to Brazoria County Purchasing Department within ten (10) calendar days of notification that services are needed.

Further, the awarded offerer(s) must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated in the proposal.

Thank you for your interest in Brazoria County. If you have any questions, please do not hesitate to contact me.

Very truly yours,


Charles Crook CPPB
Brazoria County Purchasing Agent

Enclosure(s)
/ndns

**ORDER NO. 27 RE: PERMISSION TO AWARD RFP # 05-75 DISASTER
AND/OR STORM RECOVERY SERVICES**

Motion by Commissioner Harris, seconded by Commissioner Payne that upon recommendation of the County Purchasing Agent, permission is requested to award RFP # 05-75 Disaster and/or Storm Recovery Services to the respondent(s) who submitted the lowest & best evaluated proposals as follows:

Primary Award – Crowder-Gulf Joint Venture, Inc., Theodore, Alabama

Secondary Award – AshBritt, Inc., Pompano Beach, Florida

Further, that all pricing and terms and conditions be in accordance with RFP #05-75 and Agreements be subject to the final approval of the Civil Division of the Brazoria County District Attorney's Office.

Further, that the County Judge be authorized to sign said Agreement on behalf of Brazoria County.

Further, that a certified copy of this order be sent to the County Purchasing Agent.

Motion carried, all present voting aye.

STATE OF TEXAS §

COUNTY OF BRAZORIA §

I, Joyce Hudman, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Brazoria County, Texas, do hereby certify that the foregoing is a true and correct copy of that certain:

**ORDER NO. 27 RE: PERMISSION TO AWARD RFP # 05-75 DISASTER
AND/OR STORM RECOVERY SERVICES**

as passed by the Commissioners' Court on the 11th day of APRIL, A.D., 2006, SPECIAL Term of Commissioners' Court and as the same appear (s) in the Commissioners' Court Records of Brazoria County, Texas.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11TH DAY OF
APRIL A. D., 2006**

JOYCE HUDMAN, Clerk County Court
and Ex-Officio Member of the Commissioners'
Court of Brazoria County, Texas

By: _____

Shelly Moore
Shelly Moore, Deputy

COPY

BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS COUNTY OF BRAZORIA

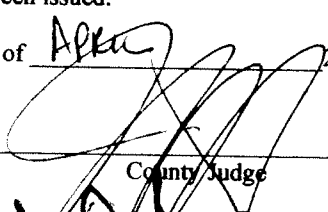
This memorandum of agreement made and entered into on the 11th day of Aug, 2006, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge John Willy, by virtue of an order of Brazoria County Commissioners' Court, and AshBritt, Inc. (hereinafter designated Contractor).
(company name)

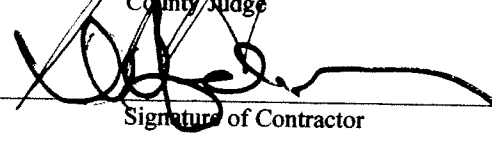
WITNESSETH:

The Contractor and the County agree that the Specifications/Scope of Services, other requirements, as well as, the Standard Terms & Conditions for **RFP #05-75 Disaster and/or Storm Recovery Services** are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this 11th day of Aug, 2006.

By: 
County Judge

By: 
Signature of Contractor

By: Terry Jackson-VP
Printed Name and Title

Mobilization Plan

Purpose. The purpose of the Mobilization Plan is to provide direction, guidance, and reference beyond the routine actions and requirements of disaster response contract mobilization.

Guidance. The guidance for this mobilization plan is consistent with the urgency necessary to respond to an adverse emergency situation. It details the specific assignments for AshBritt management and production personnel as it relates to the recovery effort.

Assumptions. It is assumed that all contracted work or special taskings will be issued by Brazoria County. It is also assumed that the obligations of key state and/or federal agencies will be carried out as per Brazoria County's Disaster Recovery Plan and/or the Stafford Act. Further, it is assumed that this mobilization plan does not include actions reserved for or conducted by any unit of government.

Range. The Mobilization Plan incorporates those projected activities from a period three days prior to landfall until deployment and activation of debris collection crews in Brazoria County.

Pre/Post Event Countdown		Activity or Plan Execution	Responsible Party
Days	Hours		

-3	0	Initiate County contact at the Administration level. Discuss plan overview, identify and confirm contact information for Brazoria County's Recovery Management Team, establish reporting and coordinating schedule.	AshBritt General Manager (GM), Vice President Operations (VPO)
-3	0	Notify potential First Responders to begin preparation for activation.	VPO
-2	0	Initiate County contact at the Management level. Discuss plan details and confirm responsibilities. Confirm local "rally point" for inbound vehicles and equipment.	VPO
-2	0	Organize AshBritt First Responder Teams. Instruct teams to prepare for immediate deployment.	VPO
-2	0	Establish "hold points" 100 to 150 miles from Brazoria County, and out of the storm path, where personnel and equipment can be staged.	VPO
-2	0	Inventory and distribute as needed: sat phones, Nextels, cell phones, laptops, GPS units, cameras, safety supplies, badges, and other individual support equipment.	Project Manager (PM)

Pre/Post Event Countdown		Activity or Plan Execution	Responsible Party
Days	Hours		

-2	0	Inspect and prepare equipment for transport, order permits as necessary.	Equipment Manager (EM)
-1	0	Deploy First Responder personnel and equipment to the "hold point".	VPO
-1	0	Arrange for local post-event crew lodging or activate temporary housing provider. Activate local service and supply accounts.	Support Manager (SM)
-1	0	Place "on hold" orders for office trailers, generators, scissor lifts, scaffolding, and other projected needs.	SM
-0	18	Initiate 18 hour update for County, First Responders, Staff.	PM
-0	12	Initiate 12 hour update for County, First Responders, Staff.	PM
-0	6	Initiate update 6 hour for County, First Responders, Staff.	PM
0	0	Maintain contact with the County. Receive available updates. Discuss preliminary damage reports.	VPO
+0	6	Deploy AshBritt Management Team to Brazoria County.	VPO
+0	6	Deploy personnel and equipment from "hold points" to pre-determined "rally point" within the County.	PM
+0	12	Execute NTP work authorization: Brazoria County / AshBritt.	VPO, Brazoria County Administration
+0	12	Receive from County a list of immediate life support needs to be supplied. (ice, water, power generation, other)	Brazoria County Representative (CR)
+0	12	Begin equipment certification at the rally point to include: Load volume certification, safety inspection and compliance, truck numbering, insurance certification, and digital photos of all trucks and equipment.	PM, EM, CR
+0	12	Assist with preliminary damage assessment to determine quantity and composition of recovery resources needed.	VPO, PM, CR
+0	12	Deploy emergency clearance crews as directed by the County Staff.	PM, CR

Pre/Post Event Countdown		Activity or Plan Execution	Responsible Party
Days	Hours		

+0	12	Assess damage to Temporary Debris Storage and Reduction Site (TDSRS) sites. Confirm TDSRS site selection and post-storm viability.	PM, CR
+1	0	Approve site plans for development of TDSRS sites.	PM, CR
+1	0	Begin base line testing and development of TDSRS sites. Open for debris delivery as soon as possible, minimally 24 hours.	Disposal Site Mgr (DSM)
+1	0	Establish County collection zones for crew assignment.	PM, CR
+2	0	Collection crew meeting. Set debris collection parameters for project, truck routes, TDSRS site status, reporting structure, quality control standards, safety concerns, chain of command.	VPO, PM, CR
+2	0	Assign Collection crews to zones. Begin debris collection.	PM, CR
+2	0	Deploy County debris monitors, and County tower monitors.	CR
+2	0	Deploy Quality Control Coordinators. Commence quality assurance and compliance program to identify, track and correct deficiencies.	Quality Assurance Manager (QAM)

Scope of Services

Following is a detailed review of the AshBritt Scope of Services and a description of how they would be provided in response to a request from Brazoria County.

1. Emergency Road Clearance

Emergency clearance of debris from primary transportation routes is conducted by AshBritt and subcontractor resources as soon as it is safe to do so. Street clearance is accomplished by removing large debris from traffic lanes and stacking the debris on the public rights-of-way. A combination of mechanized lifting equipment and ground labor with chainsaws and other hand tools is utilized to complete this phase of work.

AshBritt will develop pre-event emergency response contracts with local equipment contractors, as approved by the County, to ensure inclusion of local resources and to supplement resources available to rapidly accomplish road clearance. Equipment and personnel will assemble at pre-determined rally point(s), as established by the County and AshBritt, to be assigned priority roads for immediate clearance based on the disaster event debris stream. At the rally point(s) all equipment will be photographed, equipment numbers assigned, and all the pertinent information for each crew recorded. A master crew summary will be provided to the County for documentation purposes.

Crews will be instructed to protect to the extent practicable existing utilities, curbing, sidewalks, signage, street pavements, and other permanent fixtures.

2. Debris Removal from Public Property and Rights-of-Way

Hazards. Although hurricanes are the most serious threat to Brazoria County, the County is vulnerable to five potential hazards that could cause major or catastrophic destruction: hurricanes, tornados, floods, wildfires, and terrorist activities using weapons of mass destruction. The following table lists the characteristics of each hazard type and the types of debris expected from these hazards.

Hazard Type	Characteristics	Types of Damage/Debris
<i>Hurricanes</i>	High velocity winds, storm surge, wave action	- Whole trees and vegetation - Construction materials - Damaged structures - Damaged marine vessels - Sediment and sand - Personal property

Hazard Type	Characteristics	Types of Damage/Debris
<i>Tornados</i>	High velocity rotating winds, narrow path up to 1/2 mile wide, from 100 yards long to several miles	- Whole trees and vegetation - Destroyed structures - Personal property
<i>Floods</i>	Low velocity flows, sheet flow, inundation	- Sediment deposition - Damaged structures - Personal property - Removal of sand and sand bags used in flood fighting
<i>Wildfires</i>	Extensive burn areas	- Damaged or unstable structures - Personal property - Cars and trailers - Metal objects - Ash - Charred wood waste
<i>Weapons of Mass Destruction</i>	Rapidly spreading fire, high heat, chemical exposure, shrapnel, shock and blast effects	- Damaged or unstable structures - Personal property - Damaged utilities - Hanging debris

Debris Removal. The principal contractor task in the recovery from a disaster event is the debris removal from public rights-of-way. The type and magnitude of event and the make-up of the resulting debris stream will dictate the number and composition of the recovery resources deployed for the cleanup. AshBritt will begin mobilizing equipment to the County as soon as a disaster event is deemed imminent. AshBritt maintains a fleet of self-loading grapple trucks designed specifically for debris collection that will be mobilized along with equipment from a select group of subcontractors from our extensive database.

Arriving equipment will be directed to a central rally point for inspection, measurement, and certification prior to assignment and deployment. Photographs and detailed information regarding each vehicle are recorded in the *Truck Measurement Log*. The

County Representative (TR) will supervise the process and approve each entry. The actual information recorded on the *Log* includes:

- Assigned equipment number
- License plate number of the haul vehicle.
- Operating company (either AshBritt or a subcontractor).
- Driver's name
- Measurements in feet of the height, width, and length of the truck or trailer bed
- Sketch of the vehicle indicating exactly where the measurements were taken
- Volume capacity in cubic yards as calculated for the truck or trailer bed
- Initials of the TR and AshBritt representative

A vinyl sticker bearing the AshBritt logo is adhered to the side of the truck or trailer. The sticker will indicate in 8" numbers the assigned equipment number and the calculated volume capacity of the truck/trailer bed. Truck stickers are designed to prevent alteration after application.



AshBritt Grapple Truck Collecting Debris



AshBritt Grapple Trucks

3. Debris Removal from Private Property

Private property debris removal or right-of-entry (ROE) work is periodically authorized for reimbursement by FEMA under certain conditions. Widespread hazards, posing an immediate threat to public health and safety, are present on private property and the remediation of those hazards is beyond the homeowner's reasonable ability to self perform. Prior to performing any work on private property proper survey and documentation of the hazard(s) are necessary to ensure eligibility under the FEMA Public Assistance (PA) program. Public Assistance funds may also be used for the demolition of unsafe structures that pose an immediate threat to life, property, or public health and safety. (Section 403, Essential Assistance, of the Stafford Act) AshBritt is experienced in residential and commercial demolition and has been a member of the National Association of Demolition Contractors since 1996.

The technical team provided by AshBritt can assist the County with the request for ROE, interpretation of the ROE eligibility Criteria, ROE rules for the current disaster, and the documentation necessary to authorize work on private property.

The crew composition for ROE work is different than the crew composition for right-of-way debris collection. Private property hazard mitigation generally requires a combination of specialized personnel (chainsaw operators, climbers) and aerial reach equipment (bucket trucks, cranes) to safely remove the hazard(s).

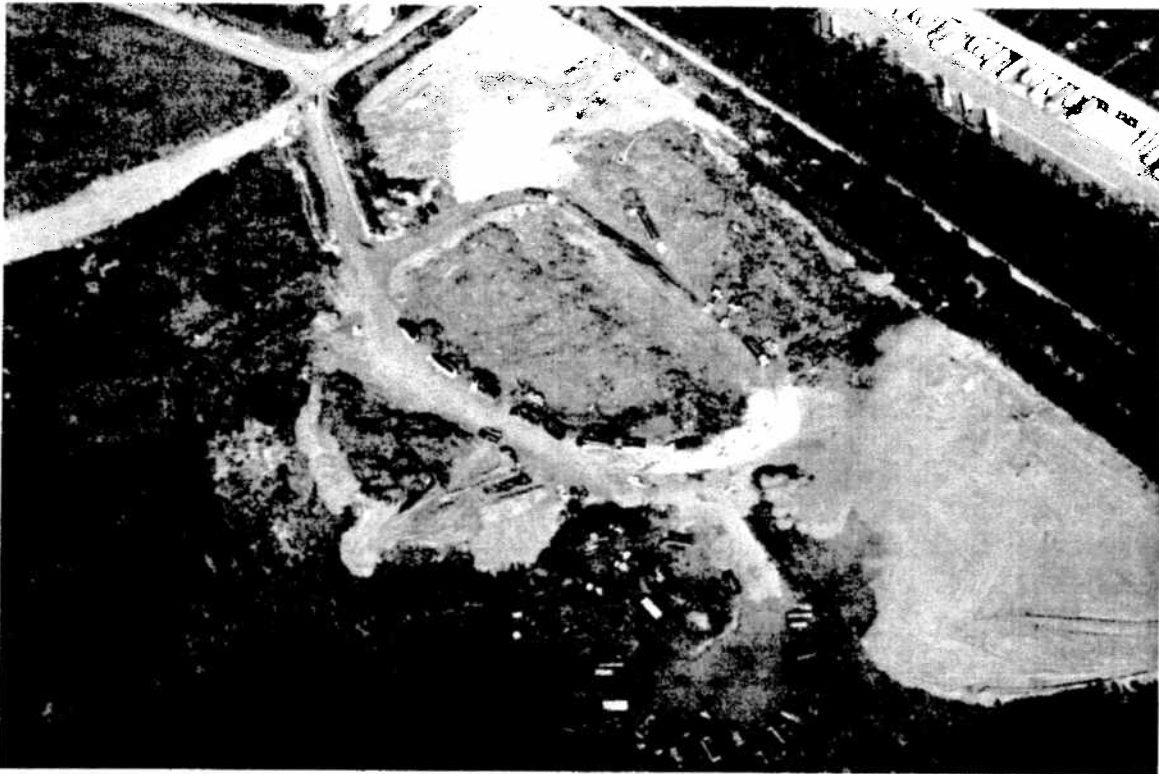
4. Temporary Debris Staging and Reduction (TDSRS)

All activities associated with massive debris clearance, removal, and ultimate disposal operations depend upon the availability of suitable *temporary debris storage and reduction sites* (TDSRS). Identifying these potential sites before a natural disaster will expedite debris removal and subsequent volume reduction and disposal actions. Considerations for evaluating potential TDSRS can be found in the *FEMA Debris Management Guide*. An experienced AshBritt representative is available to assist our clients in the identification and selection of potential TDSRS.

The US Army Corps of Engineers recommends sites of 100 acres for use as TDSRS. However, in many communities undeveloped or semi-developed property of that size is not available and smaller sites must be utilized. Smaller sites may lack sufficient storage area for processed debris, recyclable materials, and landfill waste. In areas where prototypical sites are unavailable the use of multiple TDSRS, twenty-four hour operation, and immediate removal of separated and processed debris can help alleviate the constraints of smaller temporary disposal sites.

As an example, after Hurricane Georges struck the Florida Keys in 1998 there were no large parcels of public land or undeveloped property available for TDSR Sites. AshBritt developed and operated five sites, each less than 7 acres, in environmentally sensitive areas with no negative environmental impact. The cumulative total of debris processed at the sites exceeded 1,250,000 cubic yards.

For communities with undeveloped land of suitable acreage AshBritt can develop large TDSRS capable of processing massive amounts of storm generated debris.



A 100-ATRe Temporary Disposal Site Developed by Ashbritt after Hurricane Isabel in Virginia. The Site Serviced Three Separate Clients and Segregated the Debris from each Municipality

Baseline Data. Prior to site preparation and activation, steps should be taken to record baseline data to document the site's pre-use condition. AshBritt recommends the following actions as to support this process.

- Take ground or aerial video/photographs of the entire site
- Note important features, such as structures, fences, culverts and landscaping
- Take and analyze random soil samples
- Take and analyze ground water samples

The topography and soil/substrate conditions of the site should be evaluated to determine the best layout for debris management and processing activities. AshBritt will attempt to limit the modification of the site to extent practicable in order to minimize site closure and restoration activities/cost.

Site Plan. The site plan and operating procedures for the TDSRS will be submitted to the County for approval and will include the following:

- Ingress/egress identified with caution signage on approach roads
- Establishment of a interior road system utilizing any existing roads to the fullest extent
- Traffic flow throughout the site with appropriate traffic control and safety signage
- Inspection tower, with roof, sufficient for a minimum of three inspectors
- Separate bermed containment areas lined with an impermeable material for the storage of HHW, ash, and fuel
- First aid station
- Debris collection area for receiving debris from haul trucks
- "Clean" debris area for separated woody debris and burnable C&D awaiting reduction
- Temporary storage areas for metals, white goods
- Temporary storage area for non-burnable debris awaiting transfer to final disposal
- Debris reduction area with appropriate set backs for the type of reduction (burning or grinding) employed
- TDSRS activation date/time and daily hours of operation
- TDSRS management team with 24 hour contact numbers

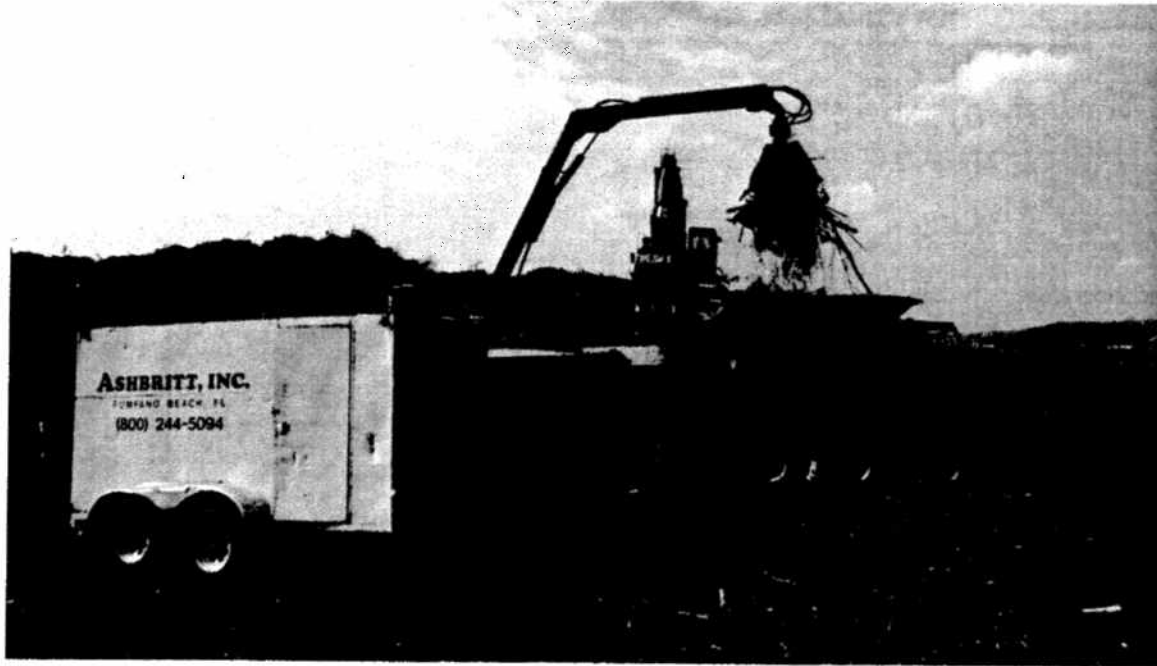
Debris Reduction. AshBritt can provide several debris reduction alternatives for determination by the County. Consideration of logistical and environmental concerns, as well as the disposal or beneficial use of the processing residual (ash, mulch) should be weighed in the decision process. The preferred types of reduction available are illustrated below.



***AshBritt Air Curtain Trench Burning Operation in Louisiana
after Hurricane Lili in 2002***

Air curtain incineration uses a pit constructed by digging below grade or building above grade (if a high water table exists) and a powerful blower unit. The blower will propel air at a velocity exceeding 120 mph and will deliver 20,000 cubic feet per minute to the fire to create a "curtain effect". The air traps smoke and small particles and recirculates them to enhance combustion, which can exceed 2,500 degrees. A single pit is capable of processing

over 200 cubic yards of debris per hour at a 20 to 1 reduction. Several pits may be constructed at one reduction site to exponentially increase the aggregate reduction capacity. The resulting ash residue may be used as a soil additive by the local agricultural community or disposed in a landfill licensed by the State to accept ash.



AshBritt Grinding Operation in Hampton, Virginia after Hurricane Isabel in 2003. AshBritt Processed 2 million Cubic Yards of Storm Generated Debris

Reduction by grinding involves the use of industrial tub or horizontal feed grinders powered by up to 1000 hp diesel engines. An individual grinder will process up to 400 cubic yards of clean woody debris per hour, reducing the volume by approximately 4 to 1. The residual mulch product may have some beneficial use as an agriculture additive, ground cover, or as fuel for industrial heating and/or cogeneration plants.

Maintenance. Routine maintenance of the TDSRS is necessary throughout the tenure of the site to ensure safety and minimize environmental impact. Normal maintenance activities to the site will include:

- Adding rock to roads for stabilization
- Modifying road system as needed
- Installing silt fence or berm systems to divert rainwater and protect areas from run off and loss of topsoil
- Relocation of traffic personnel and caution signage
- Periodic replacement of liners under stationary equipment
- Periodic updates of video/photographs of TDSRS features to track evolution
- Documentation of any accidents, spills, or environmental mishaps occurring at the site

Site Closeout and Restoration. Each TDSRS will eventually be cleared of all debris and restored to its pre-disaster condition and use. The key to timely closeout of the sites is the efficient advance scheduling of closeout activities. Soil and ground water will need to be tested and compared with the pre-disaster baseline test results to ensure that no long-term environmental contamination is present at the site. The basic closeout steps are:

- Remove all debris, stored material, and unnecessary equipment from the site
- Conduct an environmental audit or assessment
- Develop a restoration plan
- Submit the plan for review and approval by the County
- Execute the approved plan
- Obtain acceptance from the County and execute the site closure documents

5. Household Hazardous Waste

Minor amounts of Household Hazardous Waste (HHW) are present in all normal residential waste streams. However, after a disaster event, the destruction of residential garages and sheds will produce quantities of HHW that must be separated from storm-generated debris. AshBritt Crews have been trained to identify HHW during ROW and ROE collection as well as TDSRS debris separation activities. All collected HHW will be segregated at the TDSRS, separated by type, and stored in a containment area prior to proper disposal.



Common HHW Products that must be Separated from the Debris Stream

6. Hazardous Material Containment & Abatement

Normal containment of hazardous material can be compromised as a result of a disaster event. The AshBritt Specialty Environmental Services division can provide temporary containment of any storm-generated hazardous waste identified by the County. AshBritt maintains a teaming agreement with Onyx Special Services for a range of environmental services that includes the abatement of hazardous waste material. John Noble, AshBritt Division Vice President for the Specialty Environmental Division, is an Environmental Engineer with a Masters Degree in Solid and Hazardous Waste Management and personally supervises all remediation activities conducted by AshBritt or our teaming partners.

7. Debris Disposal

All debris collected by Ashbritt during disaster recovery activities for the County will be disposed of in accordance with all applicable State, Federal and local laws, standards, and regulations. A description of the most common types of debris normally generated in recovery operations and the anticipated disposal method are detailed as follows.

- *Mulch from woody debris reduced by grinding* – Potential beneficial uses include utilization as a fuel for industrial heating or cogeneration plants, land cover, and agriculture additive. If no beneficial use is available mulch will be disposed of in a licensed landfill.
- *Ash from woody debris reduced by burning* – Potential beneficial use as agricultural soil additive. If no beneficial use is available ash will be disposed of in a licensed landfill.
- *Construction and demolition material* – This waste stream includes concrete, asphalt, gypsum, wood waste, glass, bricks, clay roofing tile, and asphalt roofing tile. Some of this material can be separated and recycled if recycling contractors are readily available and market conditions are favorable. C&D that cannot be recycled will be disposed of in a licensed landfill.
- *Metals* – Most ferrous and non-ferrous metals are suitable for recycling. Metal maulers and shredders can be used to shred trailer frames, trailer parts, appliances and other items. Metal that cannot be recycled will be disposed of in a licensed landfill.
- *White Goods* – Household appliances can be recycled as part of a metal recycling program and can be recycled for parts by used appliance dealers. Appliances that cannot be recycled will be disposed of in a licensed landfill. Prior to disposal certain appliances (freezers, refrigerators, coolers, AC units) will have CFC refrigerants and motor oil removed by a licensed contractor.
- *Soil* – Collection of disaster generated debris; especially vegetation will include various amounts of soil. Careful debris separation at the TDSRS possibly including the use of screens can remove the soil, which will be stored onsite for backfilling ruts and voids Treated by stump removal. Remaining soil will be used in the TDSR site restoration.

- **Household Hazardous Waste** – HHW may consist of common household cleaning supplies, pesticides, motor oil, lubricants, transmission and brake fluids, gasoline, anti-freeze, paints, propane tanks, oxygen bottles, and batteries. HHW will be separated from the general waste stream and stored in a lined containment area. Technicians will segregate incompatible chemicals and properly store or pack the waste for transportation to a facility specially permitted to accept hazardous waste.
- **Hazardous Waste** – Hazardous waste will be contained, collected, containerized, manifested, and transported to a facility specially permitted to accept hazardous waste.

8. Documentation

Documentation. The County may chose to utilize the AshBritt load ticket to record the debris collected from the rights-of-way and transported to the designated disposal site. AshBritt's load ticket was originally designed by the U.S. Army Corps of Engineers and captures 15 key data points described in the Debris Management Guide (FEMA). The five-part load ticket allows all recovery participants to accurately maintain documentation of their billable activities during the recovery project.

Each completed load ticket will be posted to a spreadsheet and/or database with a hard copy and disk provided to the County. The following information from each ticket is detailed on the report.

- Date
- Preprinted ticket number
- Hauler's name
- Truck number
- Truck capacity in cubic yards
- Load percentage full, as assigned by the County Representative in the tower
- Load amount in billable cubic yards
- Debris classification as burnable, non-burnable, mixed, other
- Point of origin for debris collected and time loaded
- Dumpsite location and time dumped

AshBritt Environmental LOAD TICKET		DEBRIS CLASSIFICATION	
TICKET NUMBER: N ^o 97401		BURNABLE	
CONTRACT OWNER:		NON-BURNABLE	
HAULING COMPANY:		MIXED	
DATE:		OTHER	
DEBRIS QUANTITY		LOCATION	
TRUCK NO.:	CAPACITY:	LOAD ORIGIN (STREET NAME):	
LOAD ESTIMATE (%):	TONS (SCALED):	SECTION/AREA:	DUMPSITE:
TRUCK DRIVER NAME:		TIME	INSPECTOR
		LOADING	
		DUMPING	
		COMMENTS:	
WHITE: OWNERS COPY YELLOW: ASHBRIITT COPY PINK: ASHBRIITT COPY GOLD: OWNERS COPY GREEN: HAULERS COPY			

AshBritt 5-part Sequentially Numbered Load Ticket

A ***Project Deficiency Report*** is also provided weekly detailing any accidents, private or public property damage, homeowner complaints as well as the actions taken by AshBritt to resolve the deficiency. AshBritt is committed to an initial response to all deficiencies within 24 hours. Final resolution of all property damages will include a written unconditional release from the homeowner, indemnifying the County and AshBritt. AshBritt will design custom reports to provide timely and comprehensive data as needed by the County.

9. Work Areas

Collection Zones. Using a grid system that incorporates neighborhoods, major streets, waterways, and other boundaries, AshBritt will prepare Collection Zone maps of the affected area in the County. Crew assignments to specific zones for debris collection will be made in coordination with the TR, prioritizing those areas most affected by the disaster.

In most disaster recovery operations three passes through each of the zones is sufficient to remove all event-generated debris from the right-of-way. The use of Public Service Announcements (PSA) to inform the public of all ongoing and planned debris clearance, removal, and disposal activities is a Critical tool in managing the recovery. Public notices should emphasize the dates of each pass and actions that the public can perform to expedite the cleanup process such as how to separate debris and where to place it for collection. Ashbritt will assist in developing a Public Information program if requested. Close inspection by the TR of each zone following the third original pass will certify the zone clear of debris. Any deficiencies noted by the TR will be resolved immediately. The daily reports to the County will indicate each zone's status including those that have been cleared.

10. Quality Assurance

Each of the Quality Control Coordinators deployed by AshBritt is accountable for the debris collection activities in one or more Collection Zones. The QA Coordinator is responsible for monitoring the safety and quality of the operations within his/her area of control to include:

- Enforcing FEMA guidelines for determination of debris eligibility
- Safe operating procedures
- Compliance with specific project work rules
- Compliance with Federal, State, and local laws
- Immediate follow-up to homeowner complaints and concerns
- Immediate follow-up to County complaints and concerns

11. White Goods

Household appliances can be recycled as part of a metal recycling program and can be recycled for parts by a used appliance dealers. Appliances that cannot be recycled will be disposed of in a licensed landfill. Prior to disposal certain appliances (refrigerators, freezers, AC units, etc) will have CFC refrigerants and motor oil removed by a licensed contractor.

12. Hazardous Stumps

All stumps uprooted on the public rights-of-way and identified as hazardous by the County will be removed, loaded, and transported to the TDSRS. A County representative will inspect the stump and measure the diameter above the root ball. The stump measurement, specific point of origin, and notes by the TR indicating the reason the stump was considered a hazard must be added to the load ticket for proper documentation. Voids Treated by stump removal will be filled with suitable fill material.

Hazardous stumps located on private property can be removed by AshBritt under the private property right-of-entry program if directed by the County to do so.

13. Dead Animal Collection

After a significant storm event AshBritt may be tasked to collect animal carcasses from public property and rights of way. AshBritt will provide a special crew dispatched to the specific locations where remains have been identified to collect and dispose of the carcass as directed by the County.

14. Fill Dirt

Ruts and depressions inadvertently caused by contractor equipment and voids Treated by stump removals will be filled with suitable material and reasonably compacted to grade. These repairs will be made on a timely basis and completed to the satisfaction of the TR.

15. Boat Recovery, Containment, & Disposal Program

As titled, registered and/or tagged personal property, boats or trailers that were destroyed, damaged, displaced, or abandoned require special handling and accountability. AshBritt has designed a program that identifies and addresses the needs of the boat stakeholders: owners, insurance companies, lenders, State agencies, and US Coast Guard. The key action steps of the program are:

- Removal and transport
- Containment and security
- Claiming and release

- Salvage
- Reduction and disposal

Each of these plan elements are addressed in detail as to the actions and responsibilities of AshBritt and the County.

16. Emergency Life Support Services

AshBritt is also capable of providing a full range of post-event emergency services that may be Critical for public health and welfare until normal services are restored. These services are not intended to duplicate services available through the State and Federal programs but can be used in emergencies when government service may be temporarily unavailable and/or untimely for the intended emergency need. Ashbritt additional services may include:

- *Emergency Water* – Supplies of water in gallon, 2-liter bottle, or bulk tanker can be delivered to a central distribution point.
- *Emergency Ice* – Supplies of bagged ice in 50 or 100lb bags can be delivered to a central distribution point.
- *Mobile Kitchen and Shower units* – Mobile kitchen and shower units for disaster support workers can be delivered, set up, and powered by generators within 48 hours.
- *Emergency Power Generation* – Temporary power generation for critical facilities can be delivered, set up, and maintained as long as the normal power supply is disrupted.

17. Additional Recovery Services

As the types of potential threats to our client communities continue to increase AshBritt will continue to add response capability through internal diversity, acquisitions, and teaming agreements with recovery specialists who are experts in their field. AshBritt's additional recovery capability is detailed below:

- *Sand screening and Relocation* – Sand that is carried inland by the storm surge is collected, relocated to the beach areas, screened to remove contaminants, and spread as appropriate to pre-storm elevation.
- *Pumping and Water Relocation* – Flood control and removal of standing water collection zones and low areas.
- *Sewer and Catch Basin Clearing* – Removal of storm generated sediment and debris from the storm water sewer system. This will aid in the prevention of secondary flooding. Clearing is normally accomplished using industrial vacuum trucks.
- *Marine Recovery* – To include underwater search and rescue, vessel recovery, underwater welding and salvage, debris removal from canals and waterways, deployment of divers, deployment of remote operated vessel (ROV), deployment of barge and landing Craft as work platforms for equipment and supply transport.

- *Dredging* – Mechanical and hydraulic dredging of canals, marinas and navigable waterways. AshBritt is a member of the Dredging Contractors of America.
- *Mass Decontamination* – Including decontamination of buildings and facilities after the detection of biological or chemical agents.
- *Mold Abatement* – Identification and remediation of mold in buildings and facilities
- *Hazardous Waste Remediation* – Containment, identification, remediation and disposal of hazardous waste.

17. Training

Between the months of January and June the AshBritt staff conducts on site classroom training for key personnel as selected by our Clients. Sessions are generally 6 to 8 hours in length with appropriate time for questions and answers. The key points from the curriculum utilized for last years training are as follows:

- Review of potential disaster threats
- Congressional actions in review and pertinent pending legislation
- Current debris management environment
- The current public assistance program
- Relationships of/for local Government
- Disaster recovery team (local Government, Federal Government, technical assistance contractor, debris contractor)
- Roles and responsibilities of the Municipalities key staff members
- Local Government preparedness
- Required and recommended elected body resolutions
- Categories of Public Assistance
- Local Government actions – Mgt, Administration, Finance
- Recovery Meetings – Applicants briefing, kick-off meeting
- Benefits of action vs. reaction

18. Community Relations

AshBritt will assist the County with the public relation challenges that occur after a disaster event. AshBritt views their role as a partner with the County in the recovery effort and can play a significant role with regard to public announcements, public appearances, commission meetings, and briefings.

Program Management

The ultimate success of any disaster recovery project is directly related to the quality of the guidance provided by the technical assistance team to the County's decision makers and the resulting reimbursements received through Federal and State grant programs. All disasters are unique and the response and methodology of the Federal government may differ as well, however, the goal of obtaining 100% of eligible reimbursements remains constant. The technical assistance team provided to the County by AshBritt will assist in resolving the often-conflicting information supplied from government sources.

1. Technical Assistance

Compliance with Federal and State guidelines is Critical to the success of disaster recovery operations conducted under the Public Assistance Program. The reference materials that determine the guidelines include: Debris Management Guide (FEMA), Policy Digest (FEMA), Public Assistance Guide (FEMA), Applicant Handbook (FEMA), Stafford Disaster Relief and Emergency Assistance Act (US Congress), and 44 CFR (Office of Federal Register). Non-compliance with the published guidelines by a contractor or sub-contractor can jeopardize the County's reimbursement and, in extreme cases, result in an investigation by the Inspector General's Office. In our history, AshBritt has never been investigated for violation of Federal guidelines, and none of our clients have ever had eligible reimbursements withheld due to non-compliance of FEMA regulations by AshBritt Crews.

As a value added service the AshBritt Technical Assistance Team will provide experienced Compliance and Documentation Specialists to support and guide the County in dealing with the State and Federal agencies that are responsible for providing project funding to disaster impacted communities. A senior AshBritt team member will supervise the specialists deployed to assist the County. This support will begin on site immediately following a disaster event and continue until the County team tasked with the claim documentation is trained and the County project worksheets have been submitted.

The following 12 activities form the core responsibilities of the technical assistance team and are intended to assist the County in receiving the maximum eligible reimbursement from external sources.

1.) Provide Recovery Overview to Local Elected Officials:

This overview briefing allows the County officials to understand the components of the State and Federal disaster reimbursement programs. This greater understanding may help to streamline decision-making and prioritize key assignments for County Government.

2.) ***Draft and Recommend Specific Local Government Resolutions for Recovery Funding Purposes:***

There are eight elected body resolutions that may be applicable as enabling legislation for authorization, organization, and execution of specific recovery activities.

3.) ***Brief Local Government Managers on the Recovery Process, Critical Meetings, Required Procedures and the Current Disaster Recovery Environment:***

It is Critical that all local government managers and key staff have a full understanding of the County's rights and responsibilities as determined by the State and Federal grant programs and supporting legislation. Developing a plan of action that accomplishes the following:

- a. Establishes the County priorities for recovery
- b. Defines a system to achieve the established priorities
- c. Designates the authority to manage the system

Such a plan, properly implemented, will help avoid lost opportunities and/or delays in receiving reimbursement payments from State and Federal programs.

4.) ***Provide Recommendation for Organizing a County Disaster Recovery Program:***

The AshBritt team will make recommendations to assist the County in the formation of a Disaster Recovery Team drawn from existing County personnel. It is imperative that all managers and supervisors understand that the disaster recovery effort will be in addition to the normal duties and responsibilities of their office and staff members. Depending on the severity and magnitude of the event, some managers and/or key staff will need to be reassigned or their current workload reassigned to accommodate their recovery accountabilities.

5.) ***Prepare the Local Disaster Recovery Team for Key Recovery Meeting:***

AshBritt will brief the Recovery Team on the purpose of the two key meetings, the Applicants Briefing and the Kick-off Meeting, generally scheduled by FEMA and the State early in the recovery process. Each meeting is unique and requires some prerequisite preparation by local government.

6.) ***Assist the County with Preliminary Documentation for the Project Worksheets:*** Proper documentation of expenses, purchases, force account labor, use of County equipment, volunteer labor and volunteer equipment is *the* Critical element in ensuring full reimbursement. Dollars can be lost if the understanding of eligibility and the supporting documentation are inadequate. Typically, the greatest dollar value to the County will be in Category A, Debris Removal, and Category B, Emergency Protective Measures.

7.) ***Review for Accuracy, Completeness, and Value all Project Worksheets Documentation Sent to or Returned from the State and/or Federal Agency(s):***

The FEMA team assigned to the County is responsible for the writing of large project worksheets. The merit of the worksheets will reflect the quantity and quality of information and documentation presented to the team for inclusion. Some worksheets are based on projections or estimates of work that has yet to

be completed. Good estimates based on best available data will result in worksheets that reflect full and complete eligibility. The AshBritt Technical Assistance team has the experience to support and assist the County with data preparation and accurate estimates for presentation to FEMA.

8.) *Assist and Support the Local Recovery Team Throughout the Recovery*

Process:

The AshBritt Technical Assistance Team will remain on site as long as their service is of a real benefit to the County. Generally the team will be deployed until the project worksheets have been completed and the County Recovery Team is fully trained. However, special situations may require a longer deployment. In either case it is AshBritt's commitment to provide the guidance required for the County to commence, conduct, and achieve a successful recovery effort.

9.) *Provide Guidance of Alternate Grants and/or Mitigation Opportunities Resulting from the Disaster Event:*

Each disaster event provides new and unique opportunities for mitigation actions. There may be leveraging opportunities for recovery grants beyond the typical funding provided by project worksheets. The AshBritt technical team will research and advise the County office of grants management about disaster related special grants from departments such as NRCS, FHA or HUD.

10.) *Conduct an Exit Interview with County Managers and/or Recovery Team Members:*

The AshBritt Technical Assistance Team will request an interview with each County Department Manager involved with the disaster recovery at or near the conclusion of the on-site technical support mission. These sessions will evaluate the AshBritt efforts while providing a need based estimate for possible additional technical support.

11.) *Disaster Event After Action Report:*

The Ashbritt Senior Team Manager will prepare an after action report for the County Recovery Director and/or the County Manager. This report will detail the efforts and results of the AshBritt technical team and contain recommendations that can be used to amend and/or adjust Brazoria County's Recovery Plan.

12.) *Additional Availability:*

The AshBritt Senior Team Manager will remain available for additional recovery assistance and guidance as may be requested by the County for as long as Brazoria County remains a client of AshBritt.

Reporting

1. Debris Information Management System (DIMS)

When a disaster occurs, quality “real time” communication is often the key to success. The AshBritt Debris Information System (DIMS) facilitates communication during and after a disaster by allowing AshBritt to instantly share debris related information *electronically and securely* across the Internet with our clients.

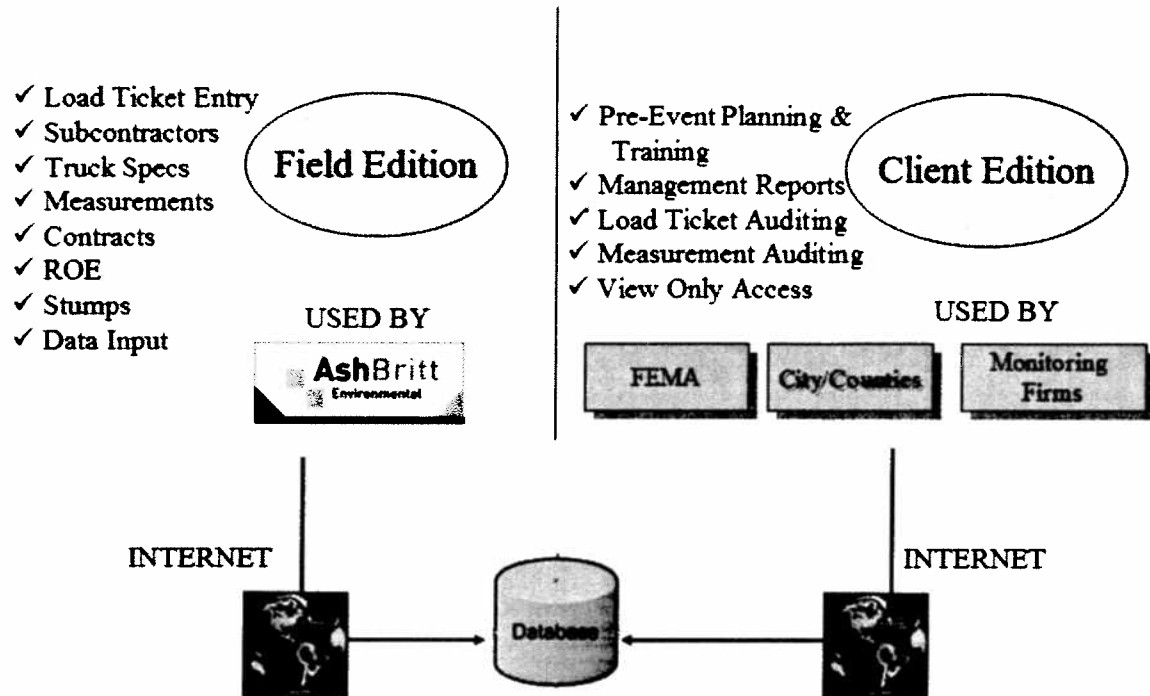
DIMS is a web based relational database developed and designed to track the daily, weekly, monthly evolution of a disaster recovery project. DIMS allow AshBritt management and our clients, to take advantage of Internet technologies to streamline the data extracted from the debris load ticket, truck certifications, and incident reports. DIMS significantly increases communication between AshBritt and our clients by providing a method for us to instantly share information related to the recovery effort.

Some of the benefits of DIMS include:

- User friendly system with export to MS Excel function
- Quick & easy access to load tickets from single or multiple zones, municipalities, crews, or projects
- Identification and segregation of debris collected on the federal highway system
- Increased accuracy resulting in fewer project modifications and appeals
- Subcontractor incident tracking for property damages
- Selection of management summary reports with graph and bar chart options
-

DIMS is used by AshBritt field personnel as well as our clients. Each day, as load tickets are entered into the system from the field, the information is “published” to the Internet. AshBritt clients are able to instantly monitor the progress of the entire debris operation process from the comfort of their own offices. An illustration of how this works is as follows:

Technology Business Model



DIMS contains a series of detailed and management reports that are accessed by AshBritt clients right from their own desktops. A subset of these reports is as follows:

ROW Hauling:

- ↓ Executive Summary
- ↓ Debris Right of Way (ROW) Report
- ↓ Debris Right of Way (ROW) Federal Highway Report
- ↓ White Goods Report

Site Management & Processing:

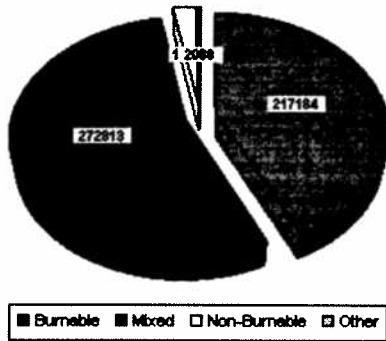
- ↓ Debris Site Management Report
- ↓ Debris Site Management FHWA Report
- ↓ Debris Site Management Non-FHWA Report

Removal & Disposal:

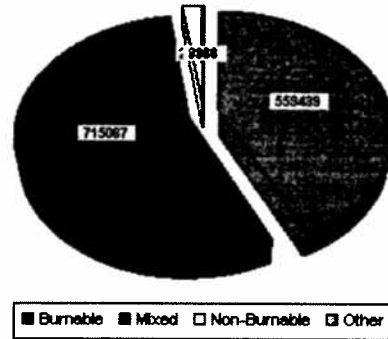
- ↓ TDSRS to Disposal Site by Material Type
- ↓ Mulch
- ↓ C&D

DIMS contains numerous graphs and charts that assist our clients with communicating with the public as well as communicating with the press and legislators. These graphs provide an easy-to-understand "snapshot" of the debris operation. An example is as follows:

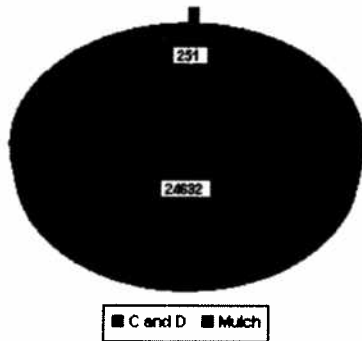
Debris Hauling - ROW FHWA by Cubic Yards



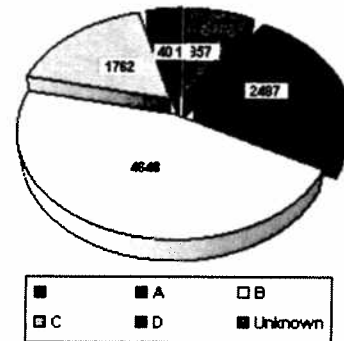
Debris Hauling - ROW Non-FHWA by Cubic Yards



Debris Removal - TDSRS to Final Destination by Cubic Yards



Stump Removal/Processing



Subcontracting Plan

Considering the industry reliance on subcontractor resources it is critical for the Prime Contractor to have a comprehensive subcontracting plan with stringent guidelines to protect the interests of Brazoria County and AshBritt.

1. Plan Objectives

The *Subcontracting Plan* has been developed by AshBritt to accomplish the following objectives:

- Set quality standards for all prospective subcontractors
- Development of a professional and capable national work force
- Establish procedures that promote work force diversity and inclusion of small and disadvantaged subcontractors
- Ensure real participation of qualified local firms in the disaster area

2. Subcontractor Guidelines

All potential subcontractors must meet the following guidelines and execute the referenced documents prior to being certified to work under an AshBritt contract:

- Pre-approved firm from the AshBritt Resource Database
- Favorable evaluation from a prior AshBritt project (if applicable) or a favorable recommendation from the last three non-AshBritt projects
- Favorable endorsement of the local government
- Satisfactory inspection of all equipment to be deployed
- Certificate of insurance at established limits
- Executed *Subcontractor Agreement* defining the subcontractor scope of work, responsibilities, accountabilities, and language binding the subcontractor to compliance with FAR and FEMA regulations
- Executed hold harmless agreement granting indemnification to Brazoria County
- Agreement of compliance with all applicable Federal, State, and Local taxes, unemployment compensation, and worker compensation laws
- Agreement of compliance with all safety policies as mandated by the County, State of Florida, Federal government or other Public Authority
- An unconditional release of lien to be executed with each contract payment

3. Insurance Requirements

The insurance requirements for firms subcontracting to AshBritt, Inc. will differ based on the amount of revenue it is anticipated the firm will earn during the project. Firms who anticipate revenue exceeding \$250,000 (Tier 1) will be required to maintain a higher level of insurance than firms who anticipate revenue of less than \$100,000 (Tier 2).

- 1) Insurance requirements for Tier 1 firms are:
 - Workers Compensation and Occupational Disease Coverage – in accordance with statutory limits
 - Comprehensive Automobile Liability Insurance - Bodily Injury and property damage with minimum limits of \$1,000,000 combined single limit
 - Comprehensive General Liability – Bodily Injury and Property Damage coverage with a minimum of \$1,000,000 per occurrence and \$2,000,000 per aggregate (per location aggregate endorsement to apply)
 - Blanket additional insured endorsement required
- 2) Insurance requirements for Tier 2 firms are:
 - Workers Compensation and Occupational Disease Coverage – in accordance with statutory limits
 - Comprehensive Automobile Liability Insurance - Bodily Injury and property damage with minimum limits of \$500,000 combined single limit
 - Comprehensive General Liability – Bodily Injury coverage with a minimum of \$500,000 per occurrence. \$1,000,000
- 3) Exceptions to the insurance requirements are provided for local firms, and small disadvantaged business firms (SDB) to ensure their ability to participate in the recovery project.

4. Local Preference in Subcontracting

The Stafford Act states: “In the expenditure of Federal funds for debris clearance, distribution of supplies, reconstruction, and other major disaster or emergency assistance activities which may be carried out by contract or agreement with private organizations, firms, or individuals, preference should be given, to the extent practicable, to those organizations, firms, and individuals residing or doing business primarily in the area affected by such major disaster or emergency.”

AshBritt has established a target of 35% for local subcontracting and minority participation and 70% for the utilization of local goods and services in all disaster recovery projects. Local contractors can be extremely beneficial as they are quick to mobilize, highly motivated to assist their own community, and knowledgeable of the local streets and infrastructure. AshBritt will make every reasonable attempt to utilize

local firms and local small disadvantaged firms in the recovery mission whenever and wherever possible. Part of our services after being awarded the contract will be to gather a list of approved local vendors from your Purchasing Department for our pre-event evaluation. The table below details AshBritt success in acquiring local participation during recent disaster recovery projects.

Project Location	Total Project \$ to Subs	Total \$ to Local Subs	% of Total \$ to Local Subs	Total Project \$ for Goods/Svr	Total \$ to Local Business	% of Total \$ to Local Business
Iberia Parish, LA	2,143,597	1,077,542	50.3%	345,697	273,958	79.2%
Kay County, OK	1,814,498	980,918	54.1%	119,311	84,377	70.7%
Bowie County, TX	1,396,725	526,263	37.7%	387,722	338,204	87.2%

Resources

1. Mechanized Equipment

AshBritt utilizes only mechanical loading equipment and does not subcontract to firms deploying hand-loaded trailers for debris collection. It is our experience that debris loaded by hand weighs significantly less per cubic yard than debris loaded mechanically. We also believe that debris volume in hand-loaded debris trailers cannot be visually estimated with any degree of accuracy, which may create serious quality control issues. All hauling vehicles operated by AshBritt are required to have tailgates that effectively contain the debris during transport and must be capable of rapidly unloading without assistance from other equipment.

2. AshBritt Fleet

AshBritt's preferred method of debris collection is through the utilization of grapple trucks. With a grapple reach of 15 to 20 feet the trucks can safely remove debris stacked on the rights-of-way without damaging sidewalks or County easements. With a lift capacity of up to 7,500 pounds, the trucks can safely handle any part of the debris stream. AshBritt maintains a growing fleet of grapple trucks, manufactured specifically for curbside debris removal. The fleet age ranges from one to three years old and all trucks are professionally maintained.

The disaster response industry will always, by necessity, rely on subcontractors for much of the recovery resources. No single company, regardless of size, can afford to maintain the quantity and quality of specialized equipment and personnel necessary for a major recovery mission. However, by maintaining our own fleet, AshBritt does not have to rely on others to commence work or to properly close out a project.

3. Resource Database

AshBritt maintains an extensive database of qualified subcontractors throughout the United States whose experience and expertise can be utilized to assist our own forces in conducting recovery operations. The companies listed in our database have expertise in a wide range of disciplines related to the needs of a recovery mission.

4. Local Resources

AshBritt will establish a relationship with a significant number of local Brazoria County firms for the execution of services listed in this proposal. It is our goal that the workforce deployed at the request of Brazoria County will have at least 35% local participation.

5. Teaming Agreements

AshBritt maintains Teaming Agreements with several firms that provide equipment, services, and expertise vital to the disaster recovery mission. A Summary of the firms and their capabilities are as follows.



- *Industrial Services* **Onyx Special Services** provides a complete range of environmental services for periodic or reoccurring environmental projects or maintenance activities. Onyx expertise includes emergency response, abatement, remediation, bio-solids management, industrial diving, and marine recovery. Onyx staffs an emergency response center 24 hours a day, 7 days a week to rapidly respond to emergency situations. As an AshBritt Teaming Partner Onyx is committed to providing a superior level of response and performance for all AshBritt Clients.
- **BERGERON** *Bergeron Land Development* is one of the largest and most successful development and construction firms in Florida. Through a teaming agreement with AshBritt, Bergeron will utilize their significant equipment and personnel resources to assist with emergency road clearance and the development and operation of temporary disposal, storage, and reduction sites.
- **IAP Worldwide Services** is a multifaceted company that provides quality products and services to public and private sector companies and government agencies around the world. IAP has established an impeccable past performance record for providing bottled water, packaged ice and power generation to victims affected by natural disasters in the US, Alaska, Hawaii, Guam, the US Virgin Islands and Puerto Rico. Through a Teaming Agreement with AshBritt, IAP can provide rapid delivery of critical commodities and services for AshBritt Clients.
- **Dorado Services** is an 8(a) and HUBZone certified environmental engineering firm with offices in Florida, South Carolina, and Puerto Rico. Dorado provides on site expertise for environmental management to include such tasks as baseline soil & water sampling, HHW collection, and investigation of potential environmental threats.

6. National Accounts

AshBritt maintains National Accounts with several of the nation's largest suppliers of equipment and supplies to ensure the availability of post-disaster equipment resources.

Some of the benefits of a National Account include: priority rentals, 24-hour delivery guarantee anywhere in the contiguous United States, national line of credit, and a dedicated account manager. The following list details several of the suppliers and the resources they provide.

-  **United Rentals** *United Rentals* is the largest rental equipment supplier in North America with 730 locations and over 600 types of rental equipment.

-  **Hertz** *Equipment Rental* *Hertz Equipment Rental* provides a full range of equipment and vehicles from 259 locations throughout North America.

-  **SUNBELT** *RENTALS* *Sunbelt Rentals* is a leading supplier of specialty contractor tools and equipment for customers requiring a high level of technical expertise. Some of their specific product lines include pump & power generation services, traffic safety, and scaffolding.

7. Resource Availability

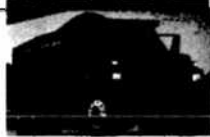
Combining AshBritt owned and leased equipment with that of our committed teaming partners and subcontractors we are confident of the following equipment availability.

AshBritt, Inc.

***Equipment Available to the Disaster
Response Division
(Company owned, leased, committed)***



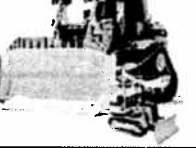
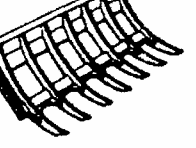
Debris Collection and Field Support Equipment

Qty	Picture	Description	Like
75+		Truck, Pickup, ½ & ¾ Ton, with Operator.	Ford F-150, F-250
100+		Truck, Dump, 6-8 yd3 capacities, with Operator.	Single axle Dump
100+		Truck, Dump, 16-20 yd3 capacities, with Operator.	Tandem or Triple axle Dump
100+		Tractor/Trailer, Dump, 35-80 yd3 capacities, with Operator. Hydraulic dump trailer or “walking floor” trailer.	
20		Knuckleboom, 10 ton lifting capacity, with Operator. Trailer mounted and towed by tractor.	Barko 160A
100		Self loading and self dumping Grapple Truck with 7500 LB lift capacity	Prentice 120 Grapple

20		Loader, Front-end, 3-5 yd ³ capacities, with Operator. Loaders used for debris collection will be equipped with a grapple bucket or a rake attachment.	CAT 960F
12		Attachment, Loader Rake, mounts in place of the bucket on 4-wheel drive or crawler loaders. Loads debris at truck height. Long curved teeth for maximum load capacity. Bucket cylinder controls positions for digging depth or transporting.	
20		Loader, Mini, Width of vehicle not to exceed 2 meters, for use in restricted maneuver area.	Bobcat 553 JCB 165
30		Chipper Truck, with Operator. 30-yd ³ bodies.	
75		Wood Chipper, with Operator. Reduces wood debris up to medium size material. Mobile unit towed by chipper truck.	Morbark 18" Rotary Disk
Unlimited		Chainsaw, Gas engine, not less than 20" bar, with Operator.	
Unlimited		Chainsaw, Gas engine, not less than 14" bar, with Operator.	

TDSRS Management and Support Equipment

12		Excavator, Hydraulic, 1-2 yd ³ bucket, 128 Net Hp, with Operator. Fitted with a grapple and is used to separate debris, load tractor/trailers, and feed the large Tub Grinders. Lift capacity and reach increase with size.	CAT 320 CASE 9030B
12		Excavator, Hydraulic, 2-3 yd ³ bucket, 168 Net Hp, with Operator. Fitted with a grapple and is used to separate debris, load tractor/trailers, and feed the large Tub Grinders. Lift capacity and reach increase with size.	CAT 325

12		Excavator, Hydraulic, 3-5 yd ³ bucket, 286 Net Hp, with Operator. Fitted with a grapple and is used to separate debris, load tractor/trailers, and feed the large Tub Grinders. Lift capacity and reach increase with size.	CAT 350
8		Attachment, Grapple, hydraulically operated clam-type bucket with 360-degree rotation, for use in demolition. Attached to an excavator is used to "pick" through mixed debris in the separation process.	
20		Loader, Front-end, 3-5 yd ³ capacities, with Operator.	CAT 960F
20		Loader, Front-end, 3-5 yd ³ capacity, with Operator	CAT 970F CASE 921B
4		Loader, tracked, 2-3 yd ³ blade capacity, with Operator	CAT 953
2		Loader, tracked, 3-5 yd ³ blade capacity, with Operator	CAT 973
8		Grader, Motor, 12 foot blade, 130-140 net Hp	CAT 12H Champion 710 Series IV
10		Water Truck, 5000 Gallon. Used for dust control in TSDRS, especially along ingress/egress.	
8		Dozer, tracked, 2-3 yd ³ Blade capacity, with Operator	CAT D8H
3		Dozer, tracked, 22'6" Blade length, 405 Net Hp, with Operator	Caterpillar D9R
9		Rake, Clearing and Stacking, Dozer mounted; lighter-weight construction. Curved teeth lift and stack trees and debris while sifting out dirt.	

1		Burner, Air Curtain, fully self-contained system that includes a power plant, hydraulic drive system blower fan and fuel tank. A diesel injection system and/or a propane ignition system are light-up options.	Air Burners, Inc. Model "S"
4		Burner, Air Curtain, mobile unit, 6 cylinders Diesel engine, minimum 89 HP (66 kW), full enclosure; burn container 4" (102 mm) thick walls; refractory panels filled with thermal ceramic material.	Air Burners, Inc. Mobile System Model "T- 359"
8		Grinder, Tub, with 700-1000 Hp engine, 12 ft diameter tub	Diamond Z – 1463 Morbark 1500 Morbark 1300

BRAZORIA COUNTY ADDENDUM NUMBER 1

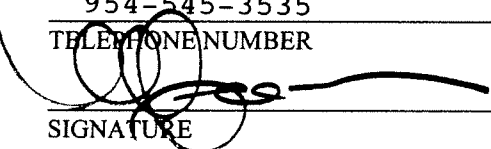
RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies RFP # 05-75 as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. The following shall be added as Section 9.0 of the Specifications/Scope of Services:
 - 2.2 **PERFORMANCE AND PAYMENT BONDS**
Performance and Payment Bonds shall be required by awarded offerer(s) at the time that actual services are needed. Awarded offerer(s) will be notified that services are needed and bond amounts shall be based on projected costs of work required at the time of notification. Bonds must be submitted to Brazoria County Purchasing Department within ten (10) calendar days of notification that services are needed.
3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1282 or tracyj@brazoria-county.com.

<u>AshBritt, Inc.</u>	
LEGAL NAME OF CONTRACTING COMPANY	
<u>954-545-3535</u>	<u>954-545-3585</u>
TELEPHONE NUMBER	FACSIMILE NUMBER
	<u>Terry Jackson-VP</u>
SIGNATURE	NAME AND TITLE PRINTED



**BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST, BLDG. A-29, SUITE 100
ANGLETON, TEXAS 77515**

TEL: 979-864-1825 FAX: 979-864-1034

ATTN: Matt Gierden

Robert Ray

FAX NUMBER: 954.545.3585

COMPANY NAME: AshBritt Environmental

TEL. NUMBER: 954.545.3535

NOTICE TO BIDDERS/OFFERERS

Brazoria County Purchasing Agent, Charles Crook, will receive sealed bids/offers at the Brazoria County Purchasing, Courthouse West Annex, 451 N. Velasco Street, Suite 100, Angleton, Texas, 77515. Bids/Offers will be opened and publicly read in the Purchasing Conference Room.

BID/OFFER NUMBER: RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

BID/OFFER OPEN/CLOSING DATE: WEDNESDAY, 10 AUGUST 2005 @ 2:00 P.M., LOCAL TIME

If you wish to receive a RFP Package with full instructions and requirements, you may do so by one of the following methods:

- **INTERNET (24 hours a day 7 days a week)**

Visit our Website at: <http://www.brazoria-county.com/purch/bids.asp>

- **PICK UP AT (8:00 a.m. to 5:00 p.m. Monday thru Friday)**

Brazoria County Purchasing
Courthouse West Annex
451 N. Velasco St., Suite 100
Angleton, TX 77515

- **REQUEST A MAILED COPY**

Contact Purchasing at (979) 864-1825 to request a copy be mailed via US Regular Mail.

Respondent must provide: Company Name, Address, Telephone, Fax, Contact Name and email address.

Any prospective respondent desiring any explanation or interpretation of the solicitation must make a written request at least ten (10) days prior to the scheduled time for the bid/offer opening. The request must be addressed to Charles Crook, County Purchasing Agent, at the address stated above or faxed to (979) 864-1034. Any information given to a prospective respondent concerning this solicitation will be furnished promptly to all other known prospective respondents as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Respondent's responsibility to verify the issuance of Addenda in regard to this bid/offer. All Addenda shall be submitted to all known respondents and shall be posted on the Brazoria County Purchasing Website identified above. Brazoria County shall not be responsible for failed internet connections or power interruptions.



June 2, 2009

Natasha D.N. Stulberg
Brazoria County Purchasing Director
111 E. Locust St Bldg A-29 Ste.100
Angleton, TX 77515

RE: Updated pricing for RFP #05-75 Disaster and/or Storm Recovery Services.

Dear Ms. Stulberg,

Per your request dated April 17th, please accept the following updated pricing as part of our contract for Disaster and/or Storm Recovery Services.

1. *Debris Removal, from public Property (Right-of-way) and Hauling to Temporary Debris Storage and Reduction Site (10-15 miles) **\$9.75 per cubic yard.***
2. *Debris Removal from Public Property (Right-of-way) and Hauling Directly to Final Disposal. **\$10.25 per cubic yard.***

If you should have any additional questions please feel free to contact me.

Thank you and regards,

A handwritten signature in blue ink, appearing to read 'John W. Noble', is written over a horizontal line.

John W. Noble
Chief Operating Officer
AshBritt, Inc.

Brazoria County Disaster Recovery Pricing

Item	Description of Service	Unit	Cost

Debris Removal, Processing & Disposal

1.	Mobilization and Demobilization (Lump Sum)	Lump	N/A
2.	First Response (Emergency Road Clearance)	Hourly	Hourly Rate Schedule
3.	Debris Removal from Public Property (Right-of-way) and Hauling to Temporary Debris Storage and Reduction Site	CY	\$ 10.95
4.	Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site up to 25 one-way miles	CY	\$ 4.75
5.	Debris Removal from Public Property (Right-of-way) and Hauling Directly to Final Disposal	CY	\$ 12.95
6.	Management of TDSRS	CY	\$ 2.50
7.	Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal Site <i>Not Reimbursable</i>	CY	\$ 2.25
8.	Pick up and Haul of White Goods	Unit	\$ 46.00
9.	Freon Removal from applicable White Goods	Unit	\$ 79.00
10.	Pick-up and Disposal of Hazardous Material	LB	\$ 2.00
11.	Dead animal Collection, Transportation and Disposal	LB	\$ 3.00
12.	Alternative Pricing - Debris Collection from Public Rights-of-Way; Stump Removal; Hazardous Limb Removal; TDSRS Management; White Goods Collection; Dead Animal Collection; Separate and Reduce Debris by Grinding; Load and Transport Reduced/Ground Debris, compacted mixed debris, and compacted C&D to Final Disposal (0-25 miles)	CY	\$ 21.50
12 (a).	Transporting Processed Debris to final Disposal (>25 miles) Disposal Tipping Fee is a pass thru cost	CY/Mile	\$ 0.029

Hazardous Stump Removal

13.	6 inch diameter to 11.99 inch diameter	CY	as debris
14.	12 inch diameter to 23.99 inch diameter	CY	as debris
15.	24 inch diameter to 47.99 inch diameter	STUMP	\$ 695.00
16.	48 inch diameter and greater	STUMP	\$ 895.00

Ancillary and Miscellaneous Services

17.	Pre-event training for Client personnel	PER	No cost
18.	Client Technical Assistance	PER	No cost
19.	Debris removal from water bodies (bays, rivers, streams, canals, lakes)	Hrly Rate or Lump Sum	Incident Specific
20.	Debris Removal from Private Property - Right-of-Entry (ROE) Program	Hrly Rate or Lump Sum	Incident Specific
21.	Leaning Trees/Hanging Limbs/Imminent Threat Tree Program	Hrly Rate or Lump Sum	Incident Specific

Brazoria County Disaster Recovery Pricing

Item	Description of Service	Unit	Cost
22.	Demolition of Unsafe Wood Structures Identified by the County	Square Foot	\$ 2.00
23.	Demolition of Unsafe Concrete Structures Identified by the County	Square Foot	\$ 3.00
24.	Sand Collection, Screening, and Transport to Beach	CY	\$ 8.50
25.	Beach Restoration	Lump Sum	Incident Specific
26.	Fire Suppression Support	Hourly	Hourly Rate Schedule
27.	Hazardous Waste Collection (flammable solids)	55 Gal. Drum	\$ 595.00
28.	Hazardous Waste Collection (flammable liquids)	55 Gal. Drum	\$ 475.00
29.	Hazardous Waste Collection (pesticides)	55 Gal. Drum	\$ 475.00
30.	Hazardous Waste Collection (paint related materials)	55 Gal. Drum	\$ 475.00
31.	Hazardous Waste Collection (oxidizer liquids or solids)	55 Gal. Drum	\$ 725.00
32.	Hazardous Waste Collection (corrosives-acids/bases)	55 Gal. Drum	\$ 525.00

The following items are available through State and Federal government resources. However, in the event that timely delivery of these items by the government does not meet the needs of the County, AshBritt will arrange for delivery through our teaming partners. Pricing for these items will not exceed the prices charged to State and Federal government by their suppliers.

33.	Emergency Delivery of Potable Water	Various	Cost + 15%
34.	Emergency Delivery of Ice	Various	Cost + 15%
35.	Temporary Sanitation, Showers, Kitchens	Each	Cost + 15%
36.	Temporary Satellite Communication (satellite phones)	Each	Cost + 15%

Hourly Rate Schedule for Brazoria County, Texas

Heavy Equipment	Size or Type	Unit	Unit Price
<i>Operators Included</i>			
12-Foot Tub Grinder	Morbark 1200	Hour	395.00
13-Foot Tub Grinder	Morbark 1300	Hour	455.00
14 Foot Tub Grinder	Diamond Z 1463	Hour	490.00
Backhoe	Cat 416	Hour	95.00
Bucket Truck	Up to 50' reach	Hour	130.00
Bucket Truck	50' to 75' reach	Hour	150.00
Chipper w/ 2 man crew	Morbark Storm	Hour	125.00
Crane	30 Ton	Hour	170.00
Dozer	Cat D4	Hour	95.00
Dozer	Cat D5	Hour	105.00
Dozer	Cat D6	Hour	125.00
Dozer	Cat D7	Hour	135.00
Dozer	Cat D8	Hour	150.00
Equipment Transport w/ Tractor	50 Ton	Hour	90.00
Excavators	Cat 320	Hour	90.00
Excavators	Cat 325	Hour	115.00
Excavators	Cat 330	Hour	130.00
Mechanized Broom	Street Sweeper	Hour	75.00
Motor Grader	Cat 120G	Hour	120.00
Self Loading Knuckle boom Truck	25-35 CY Body	Hour	125.00
Self Loading Knuckle boom Truck	35-45 CY Body	Hour	140.00
Skid Steer Loader	Bobcat	Hour	55.00
Stump Grinder	Vermeer 252	Hour	85.00
Towed Loader w/ Tractor	Prentice 210	Hour	140.00
Tracked Loader	Cat 955	Hour	125.00
Tractor w/ Box Blade	80 Hp	Hour	35.00
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	125.00
Truck Mounted Winch	Tow Truck	Hour	90.00
Vacuum Trucks	Jet Vac	Hour	155.00
Water Truck	2000 Gallon	Hour	65.00
Wheel Loaders	Cat 950	Hour	115.00
Wheel Loaders	Cat 966	Hour	125.00
Wheel Loaders	Cat 980	Hour	135.00

Emergency Life Support	Size or Type	Unit	Unit Price
Emergency Ice Delivery	Determined by availability	Each	<i>incident specific</i>
Emergency Water Delivery	Determined by availability	Each	<i>incident specific</i>
Emergency Power Generators	Determined thru site survey	Each	<i>incident specific</i>

Haul Vehicles	Size or Type	U/M	Unit Price
<i>Operators Included</i>			
Dump Truck	10 to 15 CY	Hour	40.00
Dump Truck	16 to 20 CY	Hour	50.00
Trailer Dump w/ Tractor	30 to 40 CY	Hour	60.00
Trailer Dump w/ Tractor	41 to 50 CY	Hour	70.00
Trailer Dump w/ Tractor	51 to 60 CY	Hour	80.00
Trailer Dump w/ Tractor	61 to 70 CY	Hour	90.00
Walking Floor Trailer w/ Tractor	100 CY	Hour	95.00

Transportation Vehicles	Size or Type	U/M	Unit Price
<i>Operators Not Included</i>			
Box Truck	3/4 Ton	Day	165.00
Passenger Car	Full size	Day	95.00
Passenger Van	9 Passenger	Day	145.00
Pickup Truck	1/2 Ton	Day	125.00
Pickup Truck	3/4 Ton	Day	145.00
Pickup Truck	1 Ton	Day	175.00
Utility Van	3/4 Ton	Day	115.00

Personnel	Size or Type	U/M	Unit Price
Administrative Assistant	Individual	Hour	45.00
Clerical	Individual	Hour	35.00
Climber w/ Gear	Individual	Hour	85.00
Laborer w/ Tools	Individual	Hour	30.00
Mechanic w/ Truck and Tools	Individual	Hour	60.00
Operator w/ Chainsaw	Individual	Hour	55.00
Safety or QC Manager w/ Pickup Truck	Individual	Hour	60.00
Superintendent w/ Pickup Truck	Individual	Hour	75.00
Supervisor w/ Pickup Truck	Individual	Hour	60.00
Ticket Writers	Individual	Hour	35.00
Traffic Control Personnel	Individual	Hour	30.00

Marine Resources	Size or Type	U/M	Unit Price
14' Utility Boat w/ Motor	Crew of 1	Day	545.00
33' Fast Barge w/ Winch	Crew of 2	Day	4,725.00
56' Shallow Draft Landing Craft w/ Crane	Crew of 2	Day	7,850.00
Air Pump w/ multi breathing lines	Brownie Lung	Day	450.00
Hardhat Diver w/ Gear	Individual	Hour	<i>incident specific</i>
Scuba Bottle Refill (air)	80	Each	21.00
Tank Diver w/ Gear	Individual	Hour	<i>incident specific</i>
Water Discharge Hose	6 Inch	Ft/Day	1.00
Water Discharge Hose	12 Inch	Ft/Day	1.50
Water Pump	6 Inch	Day	1,295.00
Water Pump	12 Inch	Day	2,095.00

Misc. Equipment	Size or Type	Unit	Unit Price
First Aid Station	OSHA Spec	Day	65.00
Light Tower	w/ generator	Day	65.00
Observation Tower	USACE Spec	Each	3,500.00
Office Trailer	40 foot	Day	85.00
Portable Toilet	Single	Week	55.00
Storage Container	40 foot	Day	55.00

PURCHASING DEPARTMENT

Brazoria County Courthouse West Annex
451 N. Velasco St., Suite 100
Angleton, TX 77515
(979) 864-1825



CHARLES CROOK, CPPB

Director

March 17, 2008

Ashley Ramsey
Crowder-Gulf Joint Venture, Inc.
5535 Business Parkway
Theodore, AL 36582

Dear Ms. Ramsey:

We are pleased to inform you that on February 26, 2008 Brazoria County Commissioners Court approved the renewal of contract C#05-75 Disaster and / or Storm Recovery Services with Crowder-Gulf Joint Venture, Inc. of Theodore, Alabama for a third (3rd) renewal period of a four (4) year contract.

The renewal period shall be from April 12, 2008 to April 11, 2009 and shall be subject to the current terms, conditions and pricing of the current contract.

If you are in compliance with this renewal, please sign as indicated at the bottom of this letter. Please keep a copy for your records and return an original to us for our files.

As always, your interest in Brazoria County is appreciated.

Very truly yours,

A handwritten signature in black ink, appearing to read "Charles Crook", followed by the letters "CPPB" in a smaller, blocky font.

Charles Crook CPPB
Brazoria County Purchasing Agent

APPROVED: _____

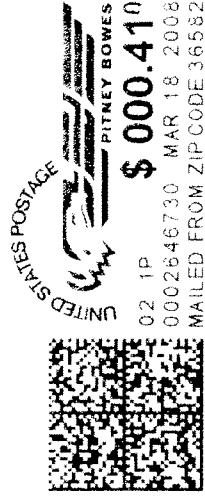
Name & Title John Ramsay, Pres. Date
Company Name CrowderGulf Joint Venture

3-18-08

CROWDERGULF

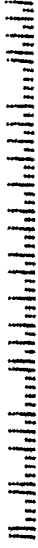
5435 Business Parkway
Theodore, Alabama 36582

03-20-08 11:01 AM



Mr. Charles Crook, CPPB
Brazoria County Purchasing Agent
Brazoria County Courthouse West Annex
451 N. Velasco St., Suite 100
Angleton, Texas 77515

77515+4442



BRAZORIA COUNTY REQUEST FOR PROPOSAL COVER SHEET

RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying specifications and statement of work are for your convenience in submitting an un-priced offer for the enclosed referenced products and/or services for BRAZORIA COUNTY.

Scaled offers shall be received no later than:

WEDNESDAY, 10 AUGUST 2005 @ 2:00 P.M., LOCAL TIME

PLEASE MARK ENVELOPE: "REQUEST FOR PROPOSAL FOR #05-75 DISASTER AND/OR STORM RECOVERY SERVICES"

Respondents shall not submit pricing in this package. After review, Brazoria County will solicit unit pricing from Offerers that qualify for an award. Brazoria County may initiate negotiations with respondents. Award may be made to the best evaluated response taking into consideration the relative importance of price and other factors set forth in the RFP.

Offerer shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.

RETURN OFFER TO:

MAILING ADDRESS:

CHARLES CROOK, CPPB
COUNTY PURCHASING AGENT
BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515

PHYSICAL ADDRESS:

CHARLES CROOK, CPPB
COUNTY PURCHASING AGENT
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N. VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

BRAZORIA COUNTY appreciates your time and effort in preparing this offer. Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

BRAZORIA COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this RFP which may have influenced your decision to "No Offer". If your response to this RFP is a "No Offer" response, please complete the Statement of No Offer in this RFP package and submit.

Any prospective bidder/offeree desiring any explanation or interpretation of the solicitation must make a written request at least ten (10) days prior to the scheduled time for the bid/offeree opening. The request must be addressed to Charles Crook, County Purchasing Agent, at the address stated above or faxed to (979) 864-1034. Any information given to a prospective bidder/offeree concerning this solicitation will be furnished promptly to all other known prospective bidders/offerees as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offerees as it deems in its best interest and to waive any formalities.

It is the Bidder/Offeree's responsibility to verify the issuance of Addenda in regard to this Bid/Offeree. All Addenda shall be submitted to all known bidders/offerees and shall be posted on the Brazoria County Purchasing Website identified above. Brazoria County shall not be responsible for failed internet connections or power interruptions.



Charles Crook, CPPB
County Purchasing Agent
Brazoria County Courthouse
Purchasing Department
111 E. Locust Street, Bldg. A-29, Suite #100
Angleton, Texas 77515



Crowder-Gulf JOint Venture, Inc.
LEGAL NAME OF CONTRACTING COMPANY

800-992-6207	251-654-0470
TELEPHONE NUMBER	FACSIMILE NUMBER

<u>5535 Business Parkway</u>	<u>Theodore, Alabama</u>	<u>36582</u>
COMPLETE MAILING ADDRESS	CITY & STATE	ZIP CODE

provisions.	
	August 8, 2005
SIGNATURE	DATE
John Ramsay	President
Typewritten or Printed Name	Title

Page 2 of 17

BRAZORIA COUNTY SPECIFICATIONS / SCOPE OF SERVICES

RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

Respondents shall not submit pricing in this package. Brazoria County may initiate negotiations with respondents. Award may be made to the best evaluated response taking into consideration the relative importance of price and other factors set forth in the RFP.

Anticipated actions associated with debris removal must be in accordance with local guidelines and must be accomplished in accordance with provisions of 44 CFR Sect. 206.222, 206.223, 206.224, 206.225, 206.226 and 206.228.

- 1.0 Proposer shall provide Scope of Services showing services available in response to a disaster assistance request from Brazoria County.

The proposal shall include:

- 1.1 Emergency Road Clearance
- 1.2 Debris Removal from Public Property and Rights-of-Way
- 1.3 Debris Disposal
- 1.4 Reporting and Documentation Plan
- 1.5 Training
- 1.6 Sub-contracting, Including Use of Local Vendors
- 1.7 Additional Services Available
- 1.8 Community Relations
- 1.9 Program Management

- 2.0 References

Please provide information on company experience for recovery services typical of a county this size and population of Brazoria County. Provide pertinent reference contact information.

- 3.0 Resources

Provide a list of resources and equipment that will be available to Brazoria County as needed.

- 4.0 Describe sub-contracting plan. Brazoria County prefers to use local contractors when possible. Include in plan, any information pertinent to local vendors.

- 5.0 Reimbursements

It is Brazoria County's intention to recover all reimbursable costs available by law. Comment on your document control system and your success in recovery of FEMA and other reimbursable costs.

Brazoria County may withhold payments for costs associated with losses due to improper or mishandled documentation related to reimbursements.

- 6.0 Please describe any other disaster services available that are not described in this Scope of Services.
- 7.0 Describe Disaster Recovery Technical Assistance Services to elected officials.
- 8.0 Describe additional support services available.

ML 8-8-05

BRAZORIA COUNTY SPECIAL REQUIREMENTS

RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

OFFERER INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede other requirements where applicable.

General

The requirements set forth below are intended to outline the basic operating parameters and procedures required to provide goods and/or services to Brazoria County as described herein. It is not the intention to describe every item required. In the performance of this Contract, the successful offerer represents it is familiar with the condition under which Brazoria County operates and represents that it has the resources, knowledge and skills to properly support the County's needs consistent with these special conditions and the Contract documents.

The County reserves the right to modify this Contract and Scope of Work as necessary to develop and maintain specifications / scope of services that meets the County's needs. Such modifications shall be mutually agreed upon and shall be incorporated into this Contract as an addendum. Brazoria County shall not be responsible for any additional charge that is not stated in this Contract or mutually agreed to prior to such work or service is performed and/or invoiced.

The Specifications/Scope of Services provided in this package is to be used as a guide in developing an offer to this RFP. The information contained herein is not intended to be restrictive and the County will consider alternate offers submitted by offerer. Alternate offers shall be clearly marked with the proposed alternates and or exceptions to the Specifications/Scope of Services and shall include all pricing/cost advantages if applicable. Offerers are expected to include any additional requirements that may have been inadvertently left out of the attached Specifications/Scope of Services. All offers shall be un-priced. Brazoria County will review offers and ask for pricing from vendors judged to be capable of an award.

All offers inclusive of pricing shall remain firm for acceptance for a period of ninety (90) days from opening date unless otherwise specified by Brazoria County.

Prices offered shall reflect the full Specifications/ Scope of Services as defined per the RFP documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Offerer must include all incidental costs in his pricing. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Brazoria County, resulting from this Request for Proposal, shall be and remain employees of the Contractor, not Brazoria County. It is understood and agreed that the offerer is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the offerer's employees and or equipment during the course of the Contract.

Offerers may be requested to provide presentations, such presentations may develop into negotiating sessions with the successful offerer as selected by the evaluation committee. If Brazoria County and offerer are unable to agree to Contract terms, Brazoria County reserves the right to terminate Contract negotiations with that offerer and enter into negotiations with another offerer.

No award or acquisition can be made until Commissioners' Court approves such action.

Brazoria County will not be obligated to the offerer for goods and/or services until completion of a signed Contract as approved by Commissioners' Court.

Submission of an offer implies the offerer's acceptance of the evaluation criteria and offerer recognition that subjective judgments must be made by the evaluating committee.

Initials

JK 8-8-05

This Request for Proposal in no manner obligates Brazoria County or any of its agencies to the eventual purchase of any goods and/or services described, implied or which may be proposed, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Brazoria County and may be terminated at any time prior to the signing of a Contract.

Brazoria County will not be liable for any costs incurred by the offerer in preparing a response to this RFP. Brazoria County makes no guarantee that any goods and/or services will be purchased as a result of this request for proposal, and reserves the right to reject any and all offers. All offers and their accompanying documentation will become the property of Brazoria County. All offers shall be open to negotiation.

All documents will be held by the County and are NOT subject to public view until an award is made. When an award is made, offers are subject to review under the "Open Records Act". To the extent permitted by law, offerers may request in writing non-disclosure of confidential data. Such data shall accompany the offer, be readily separable from the offer and shall be CLEARLY MARKED "CONFIDENTIAL".

All correspondence relating to this RFP, from advertisement to award shall be sent to the Brazoria County Purchasing Department. All presentations and/or meetings between Brazoria County and the offerer relating to this RFP shall be coordinated by the Brazoria County Purchasing Department. Deviations from this requirement may cause the cancellation of this RFP process and/or disqualification of offerer's proposal.

All information provided to offerer for the purpose of submitting a proposal in response to this RFP is confidential, and is and will remain, the property of Brazoria County and will not be used by offerer for any other purposes.

The offerer is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at offerer's risk.

RFP Form Completion

Offerer shall fill out, SIGN, and return to the Brazoria County Purchasing Department one (1) original and four (4) copies of the complete RFP form. An authorized representative of the offerer **MUST** sign the Contract Sheet. The Contract will be binding only when signed by the Brazoria County Judge and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of RFP. If an error is made, offerer **MUST** draw a line through the error and initial each change. **PLEASE NOTE:** Unless otherwise specified, **ALL RFPs are to be F.O.B. Destination, Net Thirty (30) Days.**

Exceptions

Bidder/Offerer must provide any and all warranty terms and conditions. Bidder/Offerer Terms & Conditions are subject to the review and approval of Brazoria County. In the event of conflicting Terms & Conditions, the terms submitted in the solicitation package shall prevail. Bidder/Offerer must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

RFP Returns

Offerers must return all completed offers to the Brazoria County Purchasing Department at 111 E. Locust Street, Suite 309, Angleton, Texas **no later than 2:00 P.M.** on the date specified. Late RFPs will not be accepted. RFPs must be submitted in a sealed envelope and addressed as follows:

MAILING ADDRESS:

CHARLES CROOK, CPPB
COUNTY PURCHASING AGENT
BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515

PHYSICAL ADDRESS:

CHARLES CROOK, CPPB
COUNTY PURCHASING AGENT
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N. VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

Bid/Offer Preparation

Each marked page of the bid/offer sheets must be manually signed or initialed by an officer of the company having the authority to bind the firm in a Contract, such signed sheets must be enclosed in a sealed envelope with offerers response. Envelope shall be marked with the offerer's company name and RFP Number.

Initials *MC 8-8-05*

Responses to this request for proposal shall be formatted as follows:

One (1) original and four (4) copies of complete offer should be sealed in an envelope or box for delivery to the Brazoria County Purchasing Agent per instructions herein. All documents included in the offer and the outside of the envelope and/or box must be labeled with the offerer's name and the RFP number which corresponds to this Request for proposal, hereinafter referred to as RFP.

Each offer shall be organized to conform to the RFP sequence and format. Offerer should provide a response for each and every portion of the RFP. The questions are structured to allow the offerer to explain the benefits of the product being proposed. Responses should be carefully considered by the offerer as they are critical to the evaluation process. Evaluation will consider the adequacy, accuracy and completeness of responses. While Brazoria County appreciates a brief straightforward concise reply, the offerer must fully understand that the evaluation is based on the information provided. Where appropriate, your response may consist of phrases such as "understood" "agreed", or "no exception". Any omissions shall be assumed to be "No Exception." Any ambiguous and equivocal statements may be construed against the offerer.

Brazoria County prefers that all responses, compliant or otherwise, be provided in the same order as the proposal documents, as well as, in the same response location for ease of comparison. Vendor may number the responses and provide simple statements as "agree" or "comply" where those statements may be applicable. Any non-response will be considered as compliant to the statement, specifications or requirements noted in the proposal documents. Vendor must note any exceptions to the statements, specifications or requirements stated in the proposal documents. These exceptions must be provided at the time of the RFP opening in order to be considered. Exceptions to the Standard Terms and Conditions may be placed in an Appendix labeled "Exceptions".

Late Bid/Offers

Bids/Offers received in the office of the County Purchasing Agent after submission deadline will be considered void and unacceptable. Brazoria County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Agent shall be the official time of receipt.

Altering Bids/Offers

Bids/Offers cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

Substitutions to Bid/Offer

Offerers offering substitutions shall state these by attachment as part of the bid/offer. Brazoria County reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the County.

Withdrawal of Bid/Offer

A bid/offer may not be withdrawn or canceled by the offerer without the permission of Brazoria County for a period of ninety (90) days following the date designated for the receipt of bids/offers, and offerer so agrees upon submittal of their bid/offer.

Descriptions

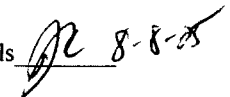
Any reference to model and/or make/manufacture used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offers on items of like quality will be considered. Offer must provide hardware specifications where hardware is offered.

Terms of Payment

Terms of payment shall be net thirty (30) days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be offered. Invoices for installed equipment and software will not be paid prior to complete acceptance by Brazoria County unless otherwise specified. If installation of equipment and software is delayed, the County reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

Contract Term

Award of Contract shall begin upon acceptance of Contract and shall continue for twelve (12) months. Further, Brazoria County reserves the right to renew the Contract every twelve (12) months for four (4) renewal periods. Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.

Initials 

Renewal shall be subject to approval by Brazoria County Commissioners' Court each period. Once renewal option is exhausted, the Contract must be rebid.

Brazoria County retains the option to rebid at any time if in its best interest and is not automatically bound to renewal or rebid.

Pricing / Delivery

Offerers shall submit pricing only after being notified to do so by Brazoria County.

No charges may be billed to the County unless such costs were explicitly included in the proposal. Offerer will incur any costs not explicitly included in the proposal and/or mutually agreed to in writing by the Brazoria County Purchasing Department.

Reduction in Price: If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Brazoria County.

Personnel

Successful offerer agrees at all times to maintain an adequate staff of experienced and qualified full time employees to ensure efficient performance under this Agreement. No part-time, subcontract, or third party personnel may perform services hereunder without the prior written consent of the Brazoria County Purchasing Department.

Successful offerer agrees that at all times its employees will perform required services in a professional and workmanlike manner in accordance with good industry practices.

Brazoria County may, at any time, request the removal and replacement of any of successful offerer's employees and the successful offerer will duly consider such request.

Legal Documents

Offerer must submit with its proposal any agreements for services, etc. which may be required by their organization to enter into a Contract with Brazoria County. These agreements must be completed, executed by offerer's authorized representative and submitted with the returned proposal, and are subject to review and amendment by the Brazoria County Attorney's Office, and to approval by Commissioners Court. In the event of conflicting terms, the Brazoria County Terms and Conditions, Scope of Services, and attachments shall prevail.

Contract Award / Evaluation Process

An evaluation committee will examine all offers. Offers that do not conform to the instructions given or that do not address all the questions and/or services specified may be eliminated from consideration. Brazoria County, however, reserves the right to accept such an offer if it is determined to be in the County's best interest to do so.

Brazoria County may initiate discussions with offerers. Additional information will be accepted during this period from offerers who responded to the original request. Offerers may NOT initiate discussions. Brazoria County expects to conduct discussions with offerer personnel authorized to enter into contractual obligations.

Award of the Contract shall be made to the responsible offerer whose offer is determined to be the best evaluated offer resulting from negotiations, taking into consideration compliance with instructions, specifications and qualities of the hardware/software/system proposed which best meets the needs of the using department. Brazoria County may use references to make judgments directly affecting the award of this Contract.

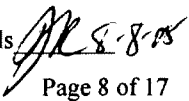
Evaluation Criteria

The evaluation criteria will be based on, but not necessarily limited to the following factors:

1. Ability to Meet Required Specifications & Supply Adequate Resources 34%
2. Ability to Provide Quality Service, References, Quality of Offer & Pertinent Experience..... 32%
3. Reasonably Priced 34%

Contract Obligations

This offer, submitted documents and any negotiations, when properly accepted by Brazoria County, shall constitute a Contract equally binding between the successful offerer and Brazoria County. The selected offerer will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

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The offerer's response may be incorporated into any Contract which results from this RFP, therefore, offerers are cautioned not to make claims or statements which they are not prepared to commit to contractually. Failure by the offerer to meet such claims will result in a requirement that the offerer provide resources necessary to meet submitted claims and/or breach of Contract.

Initials AK 8-8-05

BRAZORIA COUNTY STANDARD TERMS AND CONDITIONS

FUNDING: Funds for payment have been provided through the Brazoria County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Brazoria County fiscal year shall be subject to budget approval.

DELIVERY: Items ordered from this bid/offer may require delivery to various locations throughout Brazoria County, as specified in this bid/offer or at time of order. All delivery and freight charges (F.O.B. Brazoria County designated location) are to be included in the bid/offer price except as noted herein.

AWARD OF CONTRACT: Brazoria County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Brazoria County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply bonds and certificate of insurance as may be required herein.

Brazoria County hereby notifies Bidder/Offerer that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Brazoria County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this contract may be terminated and payment withheld if awarded Bidder/Offerer becomes indebted to the County during the term of the Contract.

EQUAL EMPLOYMENT: All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.

CONTRACT: The bid/offer, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by Brazoria County, shall constitute a Contract equally binding between the successful bidder and Brazoria County. No invoices will be paid prior to acceptance of Contract by Brazoria County. No different or additional terms will become a part of this Contract.

INTERLOCAL PARTICIPATION: It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an interlocal agreement with Brazoria County.

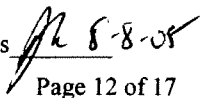
It is further understood, that any other governmental entity that elects to use a Brazoria County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

DEFAULT OF BIDDER: If successful bidder defaults by failing to supply bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next lowest bidder upon the approval of Commissioners' Court.

Bidder, in submitting this bid/offer, agrees that Brazoria County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

ADDENDA: Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Agent. Addenda will be mailed to all that are known to have received a copy of the bid/offer package and/or Contract. Bidders shall acknowledge receipt of all addenda.

SALES TAX: Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

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ETHICAL CONDUCT: The bidder shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or agent of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

The bidder affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

Brazoria County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES: During an analysis of all bids/offers, Brazoria County may request bidder to supply a list of three (3) references to which like services or materials have been supplied by bidder. If requested, references should include name of firm, address, telephone number and name of representative.

INSURANCE: Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.

SILENCE OF SPECIFICATIONS: The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

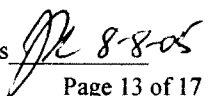
INDEMNIFICATION: The successful bidder (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law ordinance, order, or decree; or of any agent, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their agents, servants, customers, and/or employees, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages.

Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

THIRD PARTY BENEFICIARY CLAUSE: It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

PURCHASE ORDERS REQUIRED: All orders for materials or work must be authenticated by a purchase order issued by the Brazoria County Purchasing Department. Invoices not bearing a purchase order number will not be paid.

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TESTING: All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Agent, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Brazoria County. The County reserves the right to immediately cancel any Contract found not to be in compliance with governing specifications as a result of testing by the County.

WAGES: Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

TERMINATION OF CONTRACT: This Contract shall remain in effect until Contract expires, or until terminated by either party upon thirty (30) days written notice. The Contractor must state in such notice the reasons for such cancellation, and shall address it to the County Purchasing Agent, 111 East Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515. Brazoria County reserves the right to award canceled Contract to next lowest and best bidder as it deems to be in the best interest of the County.

In the event of breach or default of this Contract, Brazoria County reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the County.

In the event the Contractor shall fail to perform, keep, or observe any of the terms and conditions to be performed, kept, or observed, Brazoria County shall give the Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the County within two (2) working days of receipt of such notice by the Contractor, default will be declared and all the Contractor's rights shall terminate.

DELIVERY OF NOTICES: Any notice provided by this Contract (or required by law) to be given to the Contractor by Brazoria County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Angleton, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

DELIVERY TICKETS: Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, Brazoria County purchase order number and descriptive information as to item and quantity delivered.

HAZARDOUS SUBSTANCES: State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.

PAYMENT: Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Article 601f Texas Revised Civil Statutes Annotated. Contractor is required to pay subcontractors within ten (10) days.

CONTRACTOR'S LIABILITY: The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

DEFECTIVE MATERIALS: Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

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WARRANTY: Contractor shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached.

ASSIGNMENT: Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.

GOVERNING LAW: Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria 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.

DRAWINGS: All plans and specifications are hereby attached and made a part of this Contract.

RIGHT TO AUDIT: At anytime during the term of this contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful bidders expense within two (2) weeks of written request.

PERFORMANCE AND PAYMENT BONDS: (Public Works Contract or as Required by Commissioner's Court) In the event the total accepted bid/proposal price exceeds \$25,000 the successful offerer must provide to the office of the County Purchasing Agent, a payment bond, and if the price exceeds \$100,000 the successful offerer must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the offerer. In the event Brazoria County rejects the proposed surety company, the offerer will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County. (*See Package Checklist.*)

APPLICABLE LAW: All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.

COMPLIANCE WITH APPLICABLE LAWS: Offerer shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by offerer hereunder or which in any manner affect this Contract.

FORCE MAJEURE: Neither the County nor the successful offerer shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

SEVERABILITY: If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.

Initials *DL* 8-8-05

QUANTITIES: Brazoria County requests purchase prices for the items identified in this bid/offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of bid/offer preparation. These quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

Brazoria County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

PURCHASE FROM OTHER SOURCES: Brazoria County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of Brazoria County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the offerer and such action shall not invalidate in whole or in part this Contract or any rights or remedies Brazoria County may have hereunder.

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JS 8-8-05

**BRAZORIA COUNTY
BIDDER/OFFERER'S AFFIRMATION**

RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

This sheet must be completed, signed, and returned by Bidder/Officer

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Officer affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Officer hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.076 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Officer, hereby affirms that Bidder/Officer:

 X Does not own taxable property in Brazoria County.

 X Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

Bidder/Officer Company Name Crowder-Gulf Joint Venture, Inc.

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official  Date 08.08.05
Authorizing the Bid/Offer

Company Official
(Printed Name) John Ramsay

Official's Position President

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated Florida Charter Number _____

ATTACHMENT F BRAZORIA COUNTY VENDOR DATA SHEET

Crowder-Gulf Joint Venture, Inc.		8.8.05
VENDOR NAME		DATE FORM COMPLETED
Has Name Changed in past two (2) years? ☐ Yes ☒ No If Yes, When _____		
FORMER NAME 01-0626019		
FEDERAL I. D. # (Company or Corporation)		SOCIAL SECURITY # (Individual)
<u>ORDER/PHYSICAL ADDRESS:</u>		Mobile County
5535 Business Parkway	Theodore	COUNTY Alabama 36582
COMPLETE STREET ADDRESS (Can not be P.O. Box)	CITY	STATE / ZIP
John Ramsay-President	(800) 992-6207	(251) 654-0470
SALES/PARTS CONTACT PERSON/TITLE www.crowdergulf.com	TELEPHONE # kelly@gulfequipment.net	FACSIMILE #
WEBSITE ADDRESS:	EMAIL ADDRESS:	
<u>REMIT ADDRESS:</u>		
REMITTANCE NAME (If different from above)		COUNTY
5535 Business Parkway	Theodore	Alabama 36582
COMPLETE REMIT TO ADDRESS	CITY	STATE / ZIP
John Ramsay - President	(800) 992-6207	(251) 654-0470
CONTACT PERSON/TITLE	TELEPHONE #	FACSIMILE #
<u>INVOICING ADDRESS (If different than Remit):</u>		
		COUNTY
COMPLETE INVOICING ADDRESS	CITY	STATE / ZIP
	()	()
CONTACT PERSON/TITLE	TELEPHONE #	FACSIMILE #
PLEASE PROVIDE A GENERAL DESCRIPTION OF THE PRODUCTS OR SERVICES SOLD:		
Disaster Recovery and Debris Management Contractor		
Debris Removal and Disposal		
<u>VENDOR'S COMMODITY CODES (3 DIGIT)</u>		<u>VENDOR'S D&B NUMBER</u>
918	961	18766-4172 (GEC)
926		
958		
Requestor/Company Name _____ Add to Bid List _____		FOR INTERNAL USE ONLY _____ Entered Purchasing _____ Entered Auditing BRAZORIA CO. VENDOR #
Department Name _____ Add to Vendor File _____		
Tel. Extension _____ Change Vendor File _____		

PLEASE COMPLETE THE W-9 FORM, WHEN ATTACHED, & RETURN IT WITH THE VENDOR DATA SHEET.

Please return form to: Brazoria County Purchasing Department, 111 E. Locust Street, Bldg. A-29, Suite 100,
Angleton, TX 77515

For questions, please call the Purchasing Department at 979-864-1825 (FAX: 979-864-1034)

**Request for Taxpayer
Identification Number and Certification**

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

Please print or type	Name (See Specific Instructions on page 2.) Crowder-Gulf Joint Venture, Inc.	
	Business name, if different from above. (See Specific Instructions on page 2.)	
	Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶	
	Address (number, street, and apt. or suite no.) 5535 Business Parkway	
	City, state, and ZIP code Theodore, Alabama 36582	
	Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
| | | + | | | | |

or

Employer identification number
0 | 1 | 0 | 6 | 2 | 6 | 0 | 1 | 9

List account number(s) here (optional)

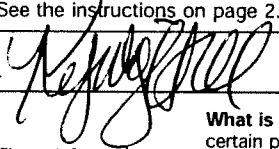
**Part II For U.S. Payees Exempt From
Backup Withholding** (See the
instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

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

Sign Here	Signature of U.S. person ▶ 	Date ▶ August 8, 2005

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

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

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

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

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

Penalties

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

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

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

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

BRAZORIA COUNTY ADDENDUM NUMBER 1

RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies RFP # 05-75 as follows:

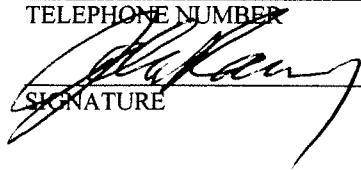
1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. The following shall be added as Section 9.0 of the Specifications/Scope of Services:
 - 2.2 PERFORMANCE AND PAYMENT BONDS
Performance and Payment Bonds shall be required by awarded offerer(s) at the time that actual services are needed. Awarded offerer(s) will be notified that services are needed and bond amounts shall be based on projected costs of work required at the time of notification. Bonds must be submitted to Brazoria County Purchasing Department within ten (10) calendar days of notification that services are needed.
3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1282 or tracyj@brazoria-county.com.

Crowder-Gulf Joint Venture, Inc.
LEGAL NAME OF CONTRACTING COMPANY

800.992.6207
TELEPHONE NUMBER

251.654.0470
FACSIMILE NUMBER


SIGNATURE

John Ramsay-President
NAME AND TITLE PRINTED

**ATTACHMENT D
BRAZORIA COUNTY
INSURANCE REQUIREMENTS FOR
HIGH EXPOSURE CONSTRUCTION CONTRACTS**

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. FOR CONSTRUCTION WORK CONTRACTS, THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.
2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

	COVERAGE	PER PERSON	PER OCCURRENCE
a.	Premises and product liability	\$1,000,000	\$1,000,000
b.	Aggregate policy limits	\$1,000,000	

3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

	COVERAGE	PER PERSON	PER OCCURRENCE
a.	Bodily injury (including death)	\$1,000,000	\$1,000,000
b.	Property damage	\$1,000,000	\$1,000,000
c.	Aggregate policy limits	\$1,000,000	

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of Brazoria County and Brazoria County, Texas harmless; i.e., shall include coverage for "Hold Harmless Agreement".

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Agent of Brazoria County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of Brazoria County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by Brazoria County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

Initials

JA 8-805

**ATTACHMENT H
BRAZORIA COUNTY
PERFORMANCE BOND INFORMATION
AND REQUIREMENTS**

The following requirements supersede other requirements where applicable.

PERFORMANCE BOND: (Public Works Contract or as Required by Commissioner's Court) In the event the total accepted bid/proposal price exceeds \$100,000 the successful offerer must provide a performance bond, in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bond shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the offerer. In the event Brazoria County rejects the proposed surety company, the offerer will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.

 X PERFORMANCE BOND REQUIRED WHEN BID/PROPOSAL EXCEEDS \$100,000
OR IS FOR PUBLIC WORK.

 PERFORMANCE BOND REQUIRED BY COURT ORDER.

If the performance bond and related documents are not returned to the Brazoria County Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515 within ten (10) days of award, Brazoria County has the right to render the award ineffective.

Written verification of the validity of the bond shall be received by the Purchasing Department from the Contractor's Surety before any payments will be made.

Initials JN 8/8/05

**ATTACHMENT I
BRAZORIA COUNTY
PAYMENT BOND INFORMATION
AND REQUIREMENTS**

The following requirements supersede other requirements where applicable.

PAYMENT BOND: (Public Works Contract or as Required by Commissioner's Court) In the event the total accepted bid/proposal price exceeds \$25,000 the successful offerer must provide to the office of the County Purchasing Agent, a payment bond in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bond shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the offerer. In the event Brazoria County rejects the proposed surety company, the offerer will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.

 X PAYMENT BOND REQUIRED WHEN BID/PROPOSAL EXCEEDS \$25,000 AND IS
FOR PUBLIC WORKS.

 PAYMENT BOND REQUIRED BY COURT ORDER.

If the payment bond and related documents are not returned to the Brazoria County Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515 within ten (10) days of award, Brazoria County has the right to render the award ineffective.

Written verification of the validity of the bond shall be received by the Purchasing Department from the Contractor's Surety before any payments will be made.

Initials JL 9-8-05

THE GRAY INSURANCE COMPANY

CERTIFICATE OF INSURANCE

NO 546

CERTIFICATE HOLDER

NAMED INSURED

~~SAMPLE ONLY.~~

Crowder Gulf Joint Venture
5535 Business Parkway
Theodore, AL 36582-1675

☒ YES	☐ NO	Do all policies contain a Waiver of Subrogation in favor of Certificate Holder if required by written contract?
☒ YES	☐ NO	Do all policies except the Workers' Compensation name the Certificate Holder as Additional Insured if required by written contract?
☒ YES	☐ NO	Do policies provide 30 days written notice of cancellation to Certificate Holder?
☒ YES	☐ NO	Is coverage under all insurance carried by Named Insured Primary Insurance if required by written contract?

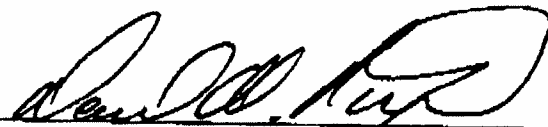
CONFIRMATION OF COVERAGE	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY IN THOUSANDS (000)
☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO	WORKERS' COMPENSATION & EMPLOYERS LIABILITY U. S. Longshoremen's and Harbor Workers' Compensation Act Coverage Outer Continental Shelf Land Act Jones Act (including Transportation, Wages, Maintenance, and Cure), Death on the High Seas Act & General Maritime Law Voluntary Compensation Endorsement Other States Insurance Alternate Employer/Borrowed Servant Endorsement "In Rem" Endorsement Gulf of Mexico Territorial Extension	XSWC-070176	08/13/2004 09/01/2005	WORKERS COMPENSATION Statutory EMPLOYERS LIABILITY Each Accident \$ 1,000 Disease - Policy Limit \$ 1,000 Disease - Each Employee \$ 1,000 MARITIME EMPLOYERS LIABILITY \$ 1,000
☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO	GENERAL LIABILITY Form & Edition Date <u>ISO CG 00 01 11/88</u> Broad Form Property Damage Liability including X, C, U Products/Completed Operations Contractual Liability Sudden and Accidental Pollution Liability Occurrence Form Personal Injury "In Rem" Endorsement Cross Liability Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment	XSGL-072804	08/13/2004 09/01/2005	General Aggregate Unlimited Products-Comp/OPS Agg. \$ 3,000 Personal & Advertising Injury \$ 1,000 Each Occurrence \$ 1,000 Fire Damage \$ 50 (Any one fire) Medical Expense \$ 5 (Any one person)

CONFIRMATION OF COVERAGE	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY IN THOUSANDS (000)
☒ YES ☐ NO ☒ YES ☐ NO ☐ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO	AUTOMOBILE LIABILITY Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos	XSAL-072601	08/13/2004 09/01/2005	Bodily Injury & Property Damage Combined \$ 1,000
☒ YES ☐ NO	EXCESS LIABILITY Excess Form	GXS-041744	09/01/2004 09/01/2005	Each Occurrence \$ 5,000 Aggregate \$ 5,000

JOB OR PROJECT DESCRIPTION

SPECIAL CONDITIONS

Should the insurance herein described be cancelled, assigned or changed in such a manner as to affect this certificate, THE GRAY INSURANCE COMPANY will endeavor to give thirty (30) days written notice to the certificate holder, but failure to do so shall impose no obligation or liability upon THE GRAY INSURANCE COMPANY.


THE GRAY INSURANCE COMPANY
3601 N. I-10 Service Road West, Metairie, LA 70002

DATE: _____

TOM S. LOBRANO III
JAMES C. CONGELIO
TOM S. LOBRANO IV

TELEPHONE (904) 388-5002
FAX (904) 384-9827

SURETY ASSOCIATES, INC.
2110 HERSCHEL STREET
JACKSONVILLE, FLORIDA 32204

July 8, 2004

RE: CROWDER/GULF JOINT VENTURE - Contractor

To Whom It May Concern:

Please accept this letter as evidence of our willingness to provide the necessary 100% performance and payment bonds to CROWDER/GULF JOINT VENTURE.

It has been this agency's privilege to provide surety bonds to CROWDER/GULF JOINT VENTURE for many years. During these many years we have never been asked for a bond we did not gladly provide, nor do we anticipate the contractor to undertake any project that we would hesitate to bond because of its size or nature. Currently, we have a line of credit established with Arch Insurance Company, providing for bond capacity in excess of \$30,000,000.00 for single projects and aggregate projects in excess of \$100,000,000.00.

We regard this firm as one of the outstanding firms in the Construction Industry and, we feel that the principals of CROWDER/GULF JOINT VENTURE possess broad experience, financial responsibility and high integrity. Without reservation, we highly recommend CROWDER/GULF JOINT VENTURE to you.

Sincerely,

SURETY ASSOCIATES, INC.



James C. Congelio



UR PRESIDENT, JOHN RAMSAY, and technical manager, Buddy Young, represent Crowder Gulf and the respect it has earned from all parts of the country.

aspect that has come from providing what is promised, while being considerate to genuinely concerned for a community's well being.



EXPERIENCE:

- 2004 Hurricanes: R. & AL
- 2003 Hurricane Isabel: VA & NC
- 2002 Ice Storm: KS & MO
- 2001 Virginia Floods
- 2001 Tropical Storm Allison
- 1999 Hurricane Floyd
- 1998 Hurricane Georges
- 1996 Hurricane Fran
- 1995 Hurricane Opal
- 1995 Hurricane Erin
- 1994 Ice Storm: Memphis, TN
- 1992 Hurricane Andrew
- 1991 Ice Storm: Birmingham, AL
- 1990 Hurricane Hugo
- 1983 Hurricane Alicia
- 1979 Hurricane Frederic
- 1969 Hurricane Camille



SERVICES WE PROVIDE:

- Large scale debris removal, separation, staging, and disposal
- Demolition work
- Construction and demolition debris removal
- Hazardous waste handling
- Tree trimming, stump grinding, and removal
- Marine salvage operations
- Sand removal from roads, streets, and right of ways
- Beach sand screening and replacement
- Emergency berm construction

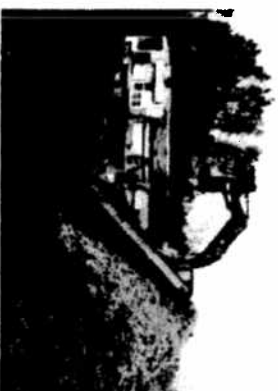


CROWDER GULF continues to be the industry's leader in fair business practices and pricing, but even more important is our mission to place the affected communities in the forefront. After a natural disaster strikes, there is considerable trauma and disruption to a community's economy and its citizens. It is Crowder-Gulf's policy to always be compassionate and considerate to the needs of a community as we work toward returning life to what it once was.



RESOURCES FOR RECOVERY DISASTER DEBRIS MANAGEMENT

5535 Business Pkwy.
Theodore, AL 36582
Phone (800) 992-6207 Fax (251) 654-0470
Mobile (251) 402-3677 John Ramsay, President
www.crowdergulf.com



RESOURCES FOR RECOVERY



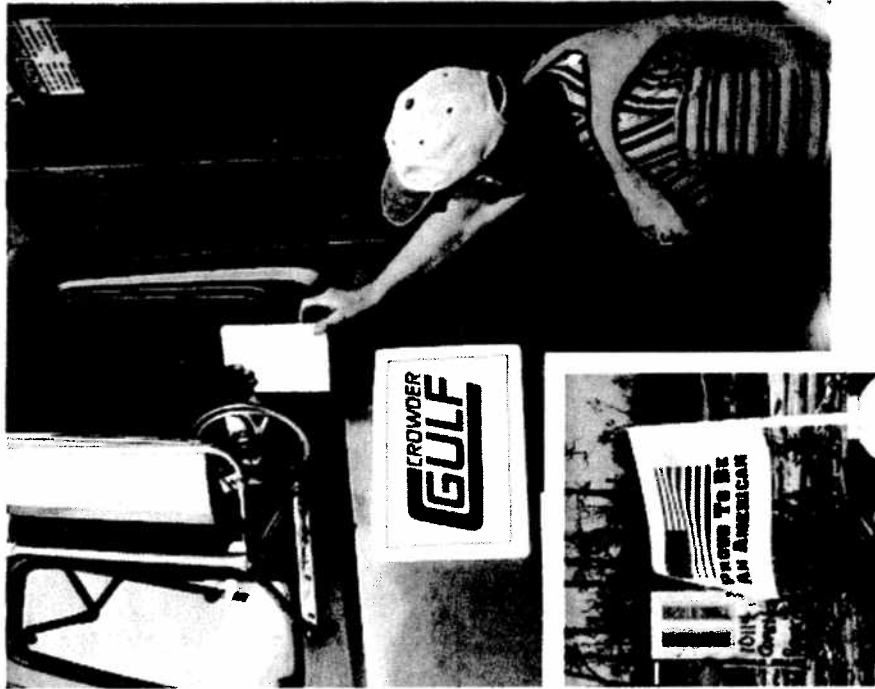
Buddy Young



DISASTER DEBRIS MANAGEMENT
www.crowdergulf.com

FOR 35 YEARS Crowder-Gulf has been providing personnel and equipment to

help communities and local governments recover from some of the worst natural disasters to hit the U.S. This past year was no exception.



OUR RESPONSE was widespread and immediate. As in most cases, our staff was in place staging equipment and personnel before Hurricane Charley hit the Florida coast. Six weeks and three hurricanes later, Crowder-Gulf was responding to 36 pre-event contracts in declared disaster areas. Thousands of trucks and cleanup crews moved millions of cubic yards of debris from streets and right-of-ways. When the last contract had been closed, Crowder-Gulf had paid out nearly 200 million dollars to its subcontractors.

BILLIONS OF DOLLARS are spent every year by local and state governments to clean up and rebuild after natural disasters.

The U.S. government provides considerable funding through the Federal Emergency Management Agency, but local governments and municipalities still have the burden of coordinating cleanup and disposal efforts.

This is where Crowder-Gulf Disaster Debris Management can help. With our strong financial backing, personnel, and equipment resources, we provide the most efficient management of disaster response services. These services include, but are not limited to, large scale debris removal, separation, staging, and disposal; demolition work; construction and demolition debris removal; hazardous waste handling; tree trimming, stump grinding, and removal; marine salvage operations; sand removal from roads, streets, and right-of-ways; beach sand screening and replacement, and emergency berm construction.

IN LESS THAN 24 HOURS Crowder-Gulf is able to respond anywhere in the U.S. by drawing from a nationwide pool of subcontractors as well as dispatching our own fleet of response equipment. All subcontractors have debris disposal experience and have previously worked in disaster response situations. Subcontractors are also required to maintain proper licensing and insurance as well as adhering to our own high standards of work ethics and practices.

PRE-EVENT CONTRACTS ensure that local governments have the necessary emergency response plans in place long before the need arises. This enables us to assess and often use resources available locally. These contracts also initiate a firm dialogue between municipalities and Crowder-Gulf staff who are on call and easily accessible throughout the cleanup process. We also provide an extensive debris management plan which outlines our response from day one to final contract closure. Usually our response begins even before a disaster occurs by dispatching and staging personnel and equipment close to effected areas.

EXTENSIVE DOCUMENTATION

is required during the cleanup process and our focus on accuracy is the reason why Crowder-Gulf has never had a disputed claim. We have also established close working relationships with numerous federal and state response agencies. This helps with communication between you and these agencies and ensures reimbursement to the fullest extent.



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BRAZORIA COUNTY, TEXAS
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DEBRIS RECYCLING PLAN

- **Vegetative Debris.** The vast amount of vegetative debris produced by a natural disaster creates a real recycling challenge. We will make maximum efforts to recycle all organic material. Experience has taught us that it will still require freight cost and tipping fees, but recycling is still the best option as opposed to using up valuable landfill space. Specifically, our plan involves the following:
 1. Debris crews will be encouraged to cut tree trunks into eight (8') foot or longer lengths for delivery to dump site. Quality logs will be separated and marketed to pulp mills, saw mills, and veneer mills. Timber in the log form is always marketable, and depending on quality can be transported to market even if the markets are relatively far away.
 2. Stumps usually have large quantities of dirt attached, which contributes to the low quality of fuel chips. Stumps will be split and burned if burning is permitted. If burning is not permitted split stumps will be ground and resulting chips will be kept separate.
 3. Limbs, twigs, short blocks, and inferior logs will be ground or burned. To reduce contamination of chips with dirt, care will be taken to use rubber-tire loaders with rakes and track hoes with grapples.
 4. Every effort will be made to move chips to organic fuels users in a wide area. Crowder-Gulf will begin moving chips as soon as possible to prevent the buildup of massive chip piles that create a potential fire hazard in urban areas.
 5. Crowder-Gulf has contacts with major paper mills, sugar mills, and other organic fuel users in the Southeast. Once Crowder-Gulf is awarded a contract, we will work to get tentative agreements with users who are in close proximity to Client.
 6. If local laws and regulations permit, Crowder-Gulf will secure land in a rural area(s) as close as possible to our chipping operations. Chips unfit for fuel or chips surplus will be piled on the property, mixed with ash from burning operations that has been tested and free of contaminants, and turned periodically to produce quality marketable compost suitable for landscaping use or applications to farm land.
- **C & D Debris.** We know from past disaster debris experience there is little or no salvage value from C&D and other non-vegetative materials. Most of this debris will have to be hauled directly from rights-of-ways and TDSRS to a properly permitted landfill(s).
- **Hazardous Waste.** Hazardous waste materials will be processed and disposed of in accordance with all applicable laws and regulations. If local or state laws permit the application of clean ash to farmland, this avenue will be pursued. If not, all ash residue will be hauled to a properly permitted landfill.

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PLAN 6 - QUALITY CONTROL PLAN. The purpose of this plan is to provide guidance to assure a consistent quality of effort and a system to ensure all work complies with requirements of the contract. The effort (work) must have production measurements that are related to concerns, i.e., the environment, safety, schedules, documentation and/or inspections. This plan will provide the linkage for executives, managers and supervisors to accomplish the mission of Crowder-Gulf in an atmosphere of quality workmanship.

PLAN MANAGEMENT. The Safety/Quality Control Manager (SQCM) is the person responsible to update and maintain this plan. Input from other key personnel is essential and expected. The plan will be reviewed on an annual basis unless there is at least one utilization of the plan in a calendar year. The SQCM will assure that the quality control program is in compliance with this plan. The following table presents an overview of the primary tasks of the SQCM and the relationships to the field operations personnel.

Quality Control Plan Overview

TASKS/FUNCTIONS	RESPONSIBLE PERSONNEL		TIME FRAME	
	WHEN	BY WHOM	HOW	RECEIVED BY
Safety Plans enforced	Ongoing	SQCM, FPM, CF	Daily Report	DO, FPM
Onsite inspection of debris removal	Ongoing	FPM, CF, CREW	Daily Report	SQCM
Meeting to address performance issues	Daily	FPM, CF, SCC	Daily Report	ADO
Regular performance & progress inspections	Daily	FPM, SQCM	Daily Report	ADO, County
Contractor performance evaluation	Weekly	CR	Verbal	CF
Corrective action for deficiencies	Weekly	FPM, CF	Weekly Report	SQCM
Personal property damage report	Daily	CF	Daily Report	FPM, SQCM
Evaluation of personal property damage settlement	As Needed	FPM, CF, SQCM	Report & Release Form	ADO
Reduction Site Inspection	Daily	DRM	Daily Report	SQCM
Reduction Site Inspection	Weekly	SQCM	Weekly Report	ADO, County
Corrective action for deficiencies	Weekly	DRM, SQCM	Weekly Report	ADO, County
Reduction Site Adjustments	As Needed	DRM	Daily Report	SQCM, ADO
Monitor for adequate personnel & equipment	Daily	DRM	Daily Report	ADO, DO
Legend: DO - Director of Operations DRM - Debris Reduction Manager DF - Day Foreman ADO - Assistant Director of Ops LM - Logistics Manager NF - Night Foreman SQCM - Safety/Quality Control Manager				

In the event any of these inspections or monitoring action detects a work quality issue, it will be documented and raised with the Subcontracting Crew Coordinator and Crew Foreman. Work quality issue resolution will follow the basic chain of command unless the severity or magnitude compels the SQCM to escalate the issues directly to the ADO and/or DO.

If the work quality issue encompasses a safety concern, the SQCM is authorized to shut down the operation and immediately request the DO and/or ADO for guidance.

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- **Clean As You Go.** This concept is the centerpiece of the Quality Control Plan. This management philosophy and policy will receive maximum effort of the Safety/Quality Control Manager (SQCM) in training, monitoring and documentation. "***Clean As You Go***" is a simple concept that is defined as doing the best job possible the first time so as to reduce the necessity to redo any work. This policy does not preclude contracted multiple passes. It simply implies that all the debris will be removed on every pass, regardless of the number of passes required by the client. This philosophy is especially important for debris work on emergencies or major disasters where restoration of critical public functions is the highest priority. All Crowder-Gulf employees, subcontractors and consultants are expected to abide by this policy. If after training and working under the concept of "Clean As You Go" the work results do not reflect this company policy, Crowder-Gulf employees and subcontractors are subject to disciplinary action up to and including dismissal/termination.
- **Knowledge and Training.** Crowder-Gulf's SQCM will conduct briefings/de-briefings no less than once a day for the team managers and weekly for his/her supervisors. Organizational and functional relationships will be thoroughly reviewed with supervisory personnel who will in turn instruct the operating personnel. To the extent possible, Crowder-Gulf employs debris-experienced equipment operators, foreman and supervisors. In accordance with these established practices, Crowder-Gulf supervisors will evaluate the knowledge and debris experience of each operator and subordinate employee, regarding the specifics of his or her assigned tasks, to determine if the employee requires additional training or should be utilized in other operations.

ENVIRONMENTAL PROTECTION. Crowder-Gulf is committed to unequivocal protection of the environment at the work site and surrounding areas by attention to organizational, operational and performance details that are the hallmarks of quality control. Crowder-Gulf personnel or subcontractors assigned to specific contractual duties that substantially impact environmental quality (i.e. incinerator operators) will have the quality of their work continually evaluated by a senior supervisor. Employees with duties partially or indirectly applicable to environmental protection will have those duties evaluated daily, whether relating to noise, smoke, dust, traffic, drainage or general containment actions or containment actions specifically related to hazardous materials.

- **Inspections.** To assure the quality and timeliness of work in accordance with contractual tasking, Crowder-Gulf will use a hierarchy of assigned inspection responsibilities based on the nationally recognized Incident Command System (ICS). The ICS employs a cascade of organizational components in groups of five or less to assure good quality control in high stress operations. This arrangement limits the respective spans of control to tolerable levels. It has been proven with time and experience to present the performance data needed by the Crowder-Gulf manager to attest quality performance. Crowder-Gulf's use of the ICS-based hierarchy of responsibilities exploits the strength and flexibility of its management/supervisory structure.

Work-quality control at the debris staging site(s) will begin with the Inspectors assigned to each inspection tower. The Inspector's work, will in turn, be inspected by the debris staging site foreman. The work of the debris staging site foreman will be inspected by the superior field supervisor, etc.

For example: At each debris-staging site(s) location, the site foreman bears the assigned responsibility for inspecting the work completed by each subordinate crew. The foreman's work, will in turn, be inspected by the responsible field superintendent. The field superintendents, will in turn, have their work inspected by the Assistant Director of Operations (ADO).

- **Security.** Crowder-Gulf will restrict general access to its site operations to essential personnel for both security and safety. Managers and supervisors will be granted access to a site(s) based upon their duties, responsibilities and spans of control. Operating personnel will be granted access to sites relevant to their respective tasks. Keys to secure buildings and sites will be

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specifically assigned to the ranking manager, supervisor or other employee responsible for the building or site. Public access in secure work areas will be controlled by enclosures, barriers, warning tape, signs and/or flagman. All visiting personnel will be briefed on security concerns as the limitation to their site visit. The SQCM will review the distribution of security keys and visitor logs on a weekly basis to assure the site security is adequate for the functions performed on the site(s).

- **Maintenance.** Crowder-Gulf has comprehensive inventory of shop manuals and follows manufacturer's maintenance recommendations on all of its equipment. Crowder-Gulf systematically performs "routine maintenance" appropriate to each item of equipment. This maintenance is reported on an equipment log that is retained for the life or ownership of the equipment. Crowder-Gulf's maintenance system uses its employee or contracted full-time mechanics and/or oilers for daily and routine maintenance. Heavy maintenance and/or major repairs of company-owned equipment are performed by heavy equipment maintenance firms under contract to Crowder-Gulf. Heavy maintenance and/or major repairs of leased equipment will be performed away from the reduction site, if at all possible. The decision to allow leased equipment to undergo heavy maintenance and/or major repairs on site rests with the DRM (i.e. it may not be practical to require the removal of a tub grinder to replace the hammers). The foregoing maintenance system and reports assure a high level of equipment reliability. Equipment operators are responsible for daily, routine maintenance checks on fuel, lubricant, tire pressure and safety items. The SQCM is required to review all equipment logs and to inspect selected machines on a random sample basis for assurance of maintenance compliance.

DOCUMENTATION AND RECORDS. Crowder-Gulf combines a sound management system with full documentation and record requirements to assure that operational performance can be recapitulated. The documentation also serves for management evaluation actions. Operations outcomes cannot be identified or assessed if they leave no recorded data "footprints". Disaster operations are difficult to evaluate under the best of field circumstances and thereby require creative and expedient documentation and reporting. The joint venture has a management style in which documentation is encouraged and required. The portion of the Debris Operations Plan relating to performance is an example of this commitment to quality documentation and reports.

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PLAN 7 - SUBCONTRACTING POLICY AND PLAN. This plan will guide all executives, managers and supervisors in the location, tasking, utilizing and controlling the subcontractors used by Crowder-Gulf on a storm debris operation by providing subcontracting guidance using the Subcontracting Policy, which is integrated into this plan.

Crowder-Gulf has a number of large subcontractors who can provide their own competent management and inspection personnel with minimum oversight from Crowder-Gulf's management team, along with over 200 other self-sufficient experienced subcontractors who have worked with us on previous disasters. It is our policy to utilize qualified local subcontractors to the maximum extent possible in compliance with 44 CFR 206.10.

- **Subcontracting Policy.** It is our policy that all subcontractors comply with all of the contractual conditions and commitments of Crowder-Gulf. As such, all subcontractors shall agree to the following:
 1. Provide satisfactory evidence of bonding and licensing that complies with contract and jurisdictional requirements.
 2. Provide assurances that no current owner, principal or officer of the firm is or has ever been debarred by the state and/or federal government.
 3. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
 4. Give all notices and fully comply with all local, state and federal laws – including, but not limited to, social security, workers compensation and unemployment insurance, DOT, etc.
 5. Begin work to be performed within two (2) full workdays after a subcontractor is notified of a subcontract award, unless otherwise stipulated in the subcontract arrangements. The subcontractors will pay for all materials, equipment and labor used in the performance of the subcontract(s).
 6. In the event a subcontractor makes an untimely start, or is unable to supply sufficient skilled workmen, equipment or materials to satisfy the subcontract arrangements, Crowder-Gulf may terminate the employment/contract of the subcontractor for cause.
 7. Take all reasonable safety precautions with respect to contracted work, complying with all safety, workplace standards and environmental measures as directed by Crowder-Gulf.
 8. Furnish periodic progress reports on the work as directed by Crowder-Gulf, plus use the debris reporting system selected by Crowder-Gulf.
 9. To provide Crowder-Gulf with progress payment billings (as agreed in the respective subcontracts).
 10. Final payments to subcontractor(s) may be deferred pending receipt of contractual or statutory lien waivers, releases, closeout documents or other encumbrances.
 11. Other stipulations may apply as may be required by unique local conditions.
- **Subcontracting Practices.** It is the practice of Crowder-Gulf to subcontract debris work and services using the following guidance:
 1. Subcontract to the maximum extent possible with local firms and small businesses.
 2. Promote the use of local contracting by tasking a senior manager to assure notification through local media and organizations.
 3. Promote subcontracting only with the assured compliance with equal opportunity hiring.
 4. Provide all subcontractors a clear chain of command for purposes of official and/or unofficial communications.
 5. Accept, process and pay invoices of subcontractor in accord with the Crowder-Gulf policy.
 6. Provide priority subcontracting considerations to/for subcontractors that have provided quality work to the Crowder-Gulf in past operations – consistent with the subcontracting policy.
 7. Crowder-Gulf does not have a set-a-side percentage of subcontracted work for any particular classification of subcontractor, but will give special attention to small, disadvantaged firms and/or women owned small business firms for contract work or services needed by the company.

**CROWDER-GULF
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PLAN 8 - PROJECT DOCUMENTATION AND REIMBURSEMENT PLAN. The forms used by Crowder-Gulf comply with the current documentation requirements of the State and FEMA to support the County's claim for Public Assistance.

Financial accountability is maintained throughout the contract process using a system of checks and balances that are tied directly to the quantitative documentation originated in the field by the County representative and Contractor personnel. This process begins with measuring the interior dimensions of all debris hauling truck beds to be used for this project, to determine the measured cubic yard capacity. The County representative, Contractor and driver(s) will each retain a copy of the completed form. Crowder-Gulf will enter the information from their copy into a computer database program. After all of the data has been entered into the database, a *Capacity Certification Log* is printed for use in the field by the Client and Contractor as a quality control tool.

The second phase of our checks and balances is accomplished with the completion of a comprehensive *Debris Load Ticket* for each truckload of debris hauled by Crowder-Gulf and its subcontractors. The Contractor and County will have representatives at the loading site(s) to inspect each loaded truck and record the required/applicable data. The Contractor and County will also have a representative in the staging/disposal site(s) inspection tower to complete the quantitative data on the load ticket for each load of debris hauled by Crowder-Gulf and its subcontractors. Crowder-Gulf Field Project Managers will ensure that the tower inspectors are provided with a current *Capacity Certification Log* to ensure that the integrity of the documented physical structure of each debris-hauling truck has not been jeopardized and/or altered in any manner that would adjust the measured cubic yard capacity of the truck bed. Accurate completion of these two sources of quantitative and descriptive debris data is imperative to the County when supporting their request for reimbursement of the cost for this project from the State and/or FEMA. Designated office personnel enter data from debris load tickets on a daily basis into our Access database program. Daily, weekly and other reports are generated on a timely basis to ensure discrepancies are resolved immediately.

Samples of a C-C Truck Certification Form, Load Ticket, and a typical Daily Debris Report are shown on the following pages:

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BRAZORIA COUNTY, TEXAS
DISASTER AND/OR STORM RECOVERY SERVICES

CROWDER-GULF TRUCK CAPACITY CERTIFICATION										
Client Name: (PLEASE PRINT CLEARLY)				Disaster No:						
Truck Company Name: (PLEASE PRINT CLEARLY)										
Trailer License No:			State:		CROWDER-GULF Assigned Debris Trailer No:					
I. TRAILER MEASUREMENTS										
LENGTH: (INSIDE DIMENSION)		WIDTH: (INSIDE DIMENSION)		HEIGHT: (INSIDE DIMENSION)		GROSS CY:		DEDUCTIONS: (IF APPLICABLE)		NET CY:
FT		FT		FT						
IN		IN		IN		CY				CY
SIDEBOARDS PRESENT:				Yes / No		Description:				
TAILGATE PRESENT:				Yes / No		Description:				
DESCRIPTION of DEDUCTIONS (if any):										
Date			CROWDER-GULF Representative:				Client Representative:			
Time			State Inspector (if applicable):				Federal Inspector (if applicable):			

**CROWDER-GULF
BRAZORIA COUNTY, TEXAS
DISASTER AND/OR STORM RECOVERY SERVICES**

CROWDER-GULF DEBRIS LOAD TICKET			
Client Name:		Disaster No:	
		00001	
Truck Company Name:			
Truck Driver Name:			
Loading Date:		Loading Time:	
Loading Location (Street Address):			Loading Zone:
DEBRIS QUANTITY			
Truck No:	Measured CY Capacity:	% Full:	Actual CY Load:
DEBRIS CLASSIFICATION			
	Vegetative		White Goods
	C&D		Other (state type)
STUMP CLASSIFICATION			
ROW (Public Property)		ROE (Private Property)	
	Small (24"- 36" diameter)		Small (24"- 36" diameter)
	Medium (37"- 48" diameter)		Medium (37"- 48" diameter)
	Large (48" or greater diameter)		Large (48" or greater diameter)
Dumping Date:		Dumping Time:	
Reduction/Disposal Dumping Location:			
CROWDER-GULF Representative:		Client Representative:	
State Inspector (if applicable):		Federal Inspector (if applicable):	

**CROWDER-GULF
BRAZORIA COUNTY, TEXAS
DISASTER AND/OR STORM RECOVERY SERVICES**

Crowder-Gulf will provide daily, weekly, and summary debris reports to the County. These reports can be configured to comply with any County request or requirement. A typical daily report is shown below:

CROWDER-GULF DEBRIS MANAGEMENT

City of Newport News

Hurricane Isabel Debris Cleanup

FEMA-1491-DR-VA

Daily Debris Removed Report

DEBRIS REMOVED ON: **11/17/2003**

REPORT DATE: Wednesday, November 26, 2003

Date	Ticket #	Truck #	Street Address/Subdivision	Load Debris		Delivered To	Stumps			Capacity	% Load	Load (CY)
				Area	Type		Sm	Med	Lg			
11/17/2003	46780	569	BEECHWOOD AVE	AS	3	Bethel Landfill	0	1	4	0	0	0.0
11/17/2003	46781	569	BEECHWOOD AVE	AS	3	Bethel Landfill	0	0	5	0	0	0.0
11/17/2003	46867	569	14TH /ORCUTT	AS	3	Bethel Landfill	0	0	4	0	0	0.0
11/17/2003	46868	569	ANDERSON PARK	AS	3	Bethel Landfill	0	0	5	0	0	0.0
11/17/2003	46953	548	FRANKIN RD	B1	1	Patrick Henry TDSRS	0	0	0	55	95	52.2
11/17/2003	46954	548	HUNTINGTON PK	B1	1	Patrick Henry TDSRS	0	0	0	55	85	46.8
11/17/2003	46955	530	NORTH AVE	B1	1	Patrick Henry TDSRS	0	0	0	59	95	56.0
11/17/2003	46956	548	CENTER AVE	B1	1	Patrick Henry TDSRS	0	0	0	55	80	44.0
11/17/2003	46957	530	HUNTINGTON AVE	B1	1	Patrick Henry TDSRS	0	0	0	59	95	56.0
11/17/2003	46958	530	FRANKLIN RD	B1	1	Patrick Henry TDSRS	0	0	0	59	95	56.0
11/17/2003	46959	530	WOODFIN RD	B1	1	Patrick Henry TDSRS	0	0	0	59	90	53.1
11/17/2003	46960	548	FRANKLIN RD	B1	1	Patrick Henry TDSRS	0	0	0	55	85	46.8
11/17/2003	46962	548	RANDOLPH RD	B1	1	Patrick Henry TDSRS	0	0	0	55	90	49.5
11/17/2003	76739	570	MILFORD RD	B1	1	Patrick Henry TDSRS	0	0	0	64	85	54.4
11/17/2003	76740	502	MILFORD RD	B1	1	Patrick Henry TDSRS	0	0	0	70	95	66.5
11/17/2003	76741	570	MILFORD RD	B1	1	Patrick Henry TDSRS	0	0	0	64	90	57.6
11/17/2003	76742	502	BRANDON RD	B1	1	Patrick Henry TDSRS	0	0	0	70	95	66.5
11/17/2003	76743	570	RIVER RD	B1	1	Patrick Henry TDSRS	0	0	0	64	90	57.6
11/17/2003	76744	502	SHIRLEY RD	B1	1	Patrick Henry TDSRS	0	0	0	70	95	66.5
11/17/2003	76745	570	STRATFORD RD	B1	1	Patrick Henry TDSRS	0	0	0	64	90	57.6
11/17/2003	97904	510	HUNTINGTON AVE	A1	1	Patrick Henry TDSRS	0	0	0	59	85	50.2
11/17/2003	97905	512	60TH ST	A1	1	Patrick Henry TDSRS	0	0	0	44	90	39.6
11/17/2003	97906	510	65TH ST	A1	1	Patrick Henry TDSRS	0	0	0	59	85	50.2
11/17/2003	97907	512	IVY AVE	A1	1	Patrick Henry TDSRS	0	0	0	44	95	41.8
11/17/2003	97908	510	15TH ST	A1	1	Patrick Henry TDSRS	0	0	0	59	90	53.1
11/17/2003	97909	510	14TH ST	A1	1	Patrick Henry TDSRS	0	0	0	59	75	44.2
11/17/2003	98014	552	HUNTINGTON AVE	A1	1	Patrick Henry TDSRS	0	0	0	44	90	39.6
11/17/2003	98015	552	16TH ST	A1	1	Patrick Henry TDSRS	0	0	0	44	85	37.4
11/17/2003	98016	552	15TH ST	A1	1	Patrick Henry TDSRS	0	0	0	44	80	35.2
11/17/2003	98017	552	15TH ST	A1	1	Patrick Henry TDSRS	0	0	0	44	95	41.8
11/17/2003	98018	512	WICKHAM AVE	A1	1	Patrick Henry TDSRS	0	0	0	44	85	37.4
11/17/2003	98702	531	POST ST	B1	1	Patrick Henry TDSRS	0	0	0	58	95	55.1
11/17/2003	98703	531	POST ST	B1	1	Patrick Henry TDSRS	0	0	0	58	90	52.2
11/17/2003	98704	517	RALEIGH RD	B1	1	Patrick Henry TDSRS	0	0	0	61	90	54.9
11/17/2003	98705	517	RALEIGH RD	B1	1	Patrick Henry TDSRS	0	0	0	61	95	58.0
11/17/2003	98706	531	HURLEY RD	B1	1	Patrick Henry TDSRS	0	0	0	58	95	55.1

City of Newport News

Loads this Report: 36	Avg. Load	79.7	Small: 0	Medium: 1	Large: 18	Daily Cu Yds	1,632.9
DEBRIS REMOVED ON: 11/17/2003			Debris Type: 1 - Vegetative Debris 2 - C+D 3 - Stumps			Page 1 of 1	

**CROWDER-GULF
BRAZORIA COUNTY, TEXAS
DISASTER AND/OR STORM RECOVERY SERVICES**

- **Technical Disaster Recovery Assistance.** Crowder-Gulf offers Technical Disaster Recovery Assistance as a value-added service to the County **at no additional cost**. The Technical Assistance provided is done so in a manner of guidance and support to assist the County and is not intended as official actions for, of, or by the County. Crowder-Gulf's on-site assistance will phase out as the County becomes self-sufficient and assured of their capabilities to manage the recovery process and substantiate request for reimbursement from the State and/or FEMA for eligible Public Assistance funding. We will remain available to the County from the home offices by phone, fax and/or e-mail (or return for on-site visits if necessary) to continue Technical Assistance support as requested by the County.

Crowder-Gulf recognizes that the administrative burden and documentation requirements placed on local government can be nearly as devastating as the natural disaster itself. Our primary objectives are to assist the County with administrative and documentation preparedness, response and recovery processes. These processes will assist the County with establishing clear eligibility and maximizing the amount of disaster related financial assistance available from external funding sources in the event of a declared emergency or disaster situation. Crowder-Gulf acknowledges that storm debris services and their subsequent costs are typically one of the first and foremost concerns of federal, state and local governments. This complex aspect of disaster recovery warrants extensive monitoring and documentation to substantiate requests for reimbursement of the high cost of contracted and/or force account storm debris services. We offer guidance related to the debris contract, management and documentation processes of this closely scrutinized category of disaster recovery assistance and what can be done ahead of time to best prepare for the commencement of work on this project, if/when needed.

Crowder-Gulf has developed procedural guidance, supporting forms and documents to enable municipal applicants to expedite the process for a rapid physical and financial recovery. Our guidance and support will commence with concentration on the two categories of Emergency Work, Category A-Debris Removal and Category B-Emergency Protective Measures. This priority is based on the fact that these two categories typically involve 75-90% of a local government's recovery project costs. However, we are also available to assist the County with the categories of Permanent Work, if and when requested by the County.

Crowder-Gulf will train, advise, and assist County personnel in the following:

1. Provide a recovery program overview to appointed and elected officials.
2. Provide training to appropriate County personnel on details of documentation for recovery.
3. Assist in drafting resolutions necessary for disaster recovery efforts, personnel and projects.
4. Guide and assist the Disaster Recovery Manager on the requirement for and the process of the Project Worksheet (PW) System.
5. Assist the designated County staff and/or train the local hires with setting up applicable procedures for compiling and organizing the disaster specific forms and files for supporting documentation to requests for external funding assistance.
6. Attend the Applicants Briefing with County, if requested.
7. Review and make recommendations for the County's representatives on the Disaster Recovery Team.
8. Brief Disaster Recovery Team members on process and projected outcome.
9. Assist with the preparation and documentation of all small Project Worksheets.
10. Review for accuracy, completeness and value, all Project Worksheets returned by the State and/or FEMA.
11. Make recommendations as to whether the County should concur or not concur with the Project Worksheets as presented by the State and/or FEMA.
12. Write rebuttal and/or re-inspection request for any Project Worksheets that the County does not concur or accept.

**CROWDER-GULF
BRAZORIA COUNTY, TEXAS
DISASTER AND/OR STORM RECOVERY SERVICES**

13. Track the flow of information from Department Heads for recovery claims to the Project Worksheets files.
14. Check the progress of the Disaster Recovery Team making suggestions for possible corrections and/or improvements.
15. Assist, support and write any appeals for time extension, Disaster Recovery Team revisits State and/or FEMA denial of eligible cost.
16. Provide review of disaster related contracts and reports of contractor progress.
17. Prepare such reports as may be requested and/or required.
18. Begin Crowder-Gulf withdrawal as Disaster Recovery Team begins to administer the recovery effort on their own.
19. Conduct exit interview when the County is ready to control the recovery effort independently.
20. Prepare after action report with recommendations for future disaster response and recovery operations.
21. Remain available by phone/fax (or return on-site visit if necessary) to continue the Technical Assistance once the exit interview has concluded.

**CROWDER-GULF
BRAZORIA COUNTY, TEXAS
DISASTER AND/OR STORM RECOVERY SERVICES**

IV. REFERENCES

A. PROJECTS

- 1. Project Title:** FEMA-1539-DR 2004 Hurricane Charley & FEMA-1561-DR Hurricane Jeanne
Client: Orange County, Florida
Contact: William P. Baxter, Public Works Director (407) 836-7979
Deodut Budhu, Manager Roads & Drainage (407) 836-7919
Project Term: 6 months
Period: 8/04 – 2/05
Project: Manage, survey, collect, reduction and disposal of debris
- 2. Project Title:** FEMA-1539-DR 2004 Hurricane Charley & FEMA-1561-DR Hurricane Jeanne
Client: City of Orlando, Florida
Contact: David Metzker, Public Works Director (407) 246-3573
Mike Carroll, Solid Waste Bureau Chief (407) 538-8916
Project Term: 6 months
Period: 8/04 – 2/05
Project: Manage, survey, collect, reduction and disposal of debris
- 3. Project Title:** FEMA-1539-DR 2004 Hurricane Charley & FEMA-1561-DR Hurricane Jeanne
Client: Brevard County, Florida
Contact: Uri Rodriguez, Solid Waste Department Manager (321) 633-2042
Roger Turnbull, Solid Waste Operations Manager (321) 633-1888
Project Term: 6 months
Period: 9/04 – 2/05
Project: Manage, survey, collect, reduction and disposal of debris
- 4. Project Title:** FEMA-1539-DR 2004 Hurricane Charley & FEMA-1561-DR Hurricane Jeanne
Client: Polk County, Florida
Contact: Lance Davis, Roadway Maintenance Superintendent (863) 534-7631
Project Term: 7 months
Period: 9/04 – 3/05
Project: Manage, survey, collect, reduction and disposal of debris
- 5. Project Title:** FEMA-1539-DR 2004 Hurricane Charley
Client: City of Sanibel Island, Florida
Contact: Gates Castle, Public Work Director (239) 472-6397
Project Term: 6 months
Period: 8/04 – 2/05
Project: Manage, survey, collect, reduction and disposal of debris
- 6. Project Title:** FEMA-1539-DR 2004 Hurricane Charley & FEMA-1561-DR Hurricane Jeanne
Client: Lee County, Florida
Contact: John Campbell, Emergency Management Director (239) 477-3614
Project Term: 6 months
Period: 8/04 – 2/05
Project: Manage, survey, collect, reduction and disposal of debris
- 7. Project Title:** FEMA-1539-DR 2004 Hurricane Charley & FEMA-1561-DR Hurricane Jeanne
Client: Hardee County, Florida
Contact: Janice Williams, Solid Waste (863) 773-3199
Lance Davis, Road Supervisor (863) 287-7327
Project Term: 5 months
Period: 8/04 – 1/05
Project: Manage, survey, collect, reduction and disposal of debris

**CROWDER-GULF
BRAZORIA COUNTY, TEXAS
DISASTER AND/OR STORM RECOVERY SERVICES**

8. **Project Title:** FEMA-1551-DR 2004 Hurricane Ivan
Client: Walton County, Florida
Contact: Bill Emfield, Director of Purchasing (850) 892-8470
Project Term: 3 months
Period: 9/04 – 1/05
Project: Manage, survey, collect, reduction and disposal of debris
9. **Project Title:** FEMA-1551-DR 2004 Hurricane Ivan
Client: Escambia County, Florida
Contact: George Touart, County Administrator (850) 595-4947
Project Term: Ongoing
Period: 9/04 -
Project: Manage, survey, collect, reduction and disposal of debris
10. **Project Title:** FEMA-1491-DR-VA, 2003 Hurricane Isabel
Client: Virginia Peninsulas Public Service Authority
Contact: Stephen B. Geissler, P. E., Executive Director (757) 259-9850
Project Term: 7 months
Period: 9/03 – 4/04
Project: Manage, survey, collect, reduce and dispose of approximately 1.9 million CY of debris
Entities: City of Newport News James City County
City of Poquoson York County
11. **Project Title:** FEMA-1491-DR-VA, 2003 Hurricane Isabel
Client: Southeastern Public Service Authority
Contact: Steve Coomer, CPPB, Purchasing Administrator (757) 420-4700
Project Term: 7 months
Period: 9/03 – 4/04
Project: Manage, survey, collect, reduce and dispose of approximately 2.25 million CY of debris
Entities: City of Norfolk Isle of Wight County
City of Suffolk Southampton County
City of Virginia Beach
12. **Project Title:** FEMA-1457-DR-NC, 2003 Ice Storm Debris Removal
Client: City of Winston-Salem, North Carolina
Public Works Department
Contact: Gregory M. Turner, Assistant City Mgr. Public Works (336) 727-2545
Rebecca McBride, Director of Sanitation, (336) 727-2638,
(336) 748-3080
Project Term: 5 weeks
Period: 4/03 – 5/03
Project: Manage, survey, and collect vegetative debris
13. **Project Title:** FEMA-1403-DR-MO, 2002 Ice Storm Debris Removal and Reduction
Client: City of Lee's Summit Missouri
Public Works Department
Contact: Robert Hartnet, Deputy Director of Public Works - (816) 969-7323
Russell Pankey, Procurement Manager (816) 969-7466
Project Term: 6 weeks
Period: 2/02 – 4/02
Project: Manage, survey, collect and reduce vegetative debris

**CROWDER-GULF
BRAZORIA COUNTY, TEXAS
DISASTER AND/OR STORM RECOVERY SERVICES**

14. **Project Title:** FEMA-1402-DR-KS, 2002 Ice Storm Debris Removal and Reduction
Client: Unified Government of Wyandotte County & Kansas City Kansas
Public Works Department
Contact: Bill Blackwell, Deputy County Engineer - (913) 573-5700;
(816) 835-4486 Cell
George Sooter, Right of Way Manager – (913) 573-5700
Project Term: 3 months
Period: 2/02 – 4/02
Project: Manage, survey, collect and reduce vegetative debris

Note: All of the above were federally reimbursable projects and were completed without dispute.

- B. TRAINING REFERENCES.** Crowder-Gulf, has conducted training seminars for several of our clients in Florida. The seminars, which were attended by members of various departments of the local governments, covered debris operations and procedures, data tracking, accounting, and Public Assistance funding and concerns. References for these training seminars are as follows:

Brevard County

Jerry Rodriguez, Solid Waste Director, (321) 633-2042
Lisa Tolon, Assistant Solid Waste Director, (321) 633-7112
2725 Judge Fran Jamieson Way, Building "C"
Viera, FL 32940

City of Cape Coral

Jeanne M. Landry, Procurement Manager, (941) 574-0831
Public Works Procurement Division
P.O. Box 150027
Cape Coral, Florida 33915-0027

City of Destin

Charles L. Meister, City Engineer, (850) 837-4242
Tim Shockley, Public Works Director, (850) 837-4242
4200 Two Trees Road
Destin, Florida 32541

City of Fort Lauderdale

Greg Slagle, Director – Sanitation Division, (954) 828-5311
949 N.W. 38th Street
Ft. Lauderdale, FL 33309

Lee County

Cindy Logan, Contract Management Supervisor, 941-335-2183
David Saniter, Lee County Emergency Management, 941-477-3600
1500 Monroe Street, 4th Floor
Fort Myers, Florida 33901

Leon County

Keith Roberts, Purchasing Director
Judd Curtis, Solid Waste Director, 850-488-1505
Purchasing Division
2284 Miccosukee Road

**CROWDER-GULF
BRAZORIA COUNTY, TEXAS
DISASTER AND/OR STORM RECOVERY SERVICES**

Tallahassee, Florida 32308

City of Panama City

Ken Hammons, City Manager, 850-872-3010

Joseph E. Villadsen, Public Works Director, 850-872-3170

P.O. Box 1880

Panama City, Florida 32402

City of Tallahassee

Marty Bishop, EMC, 850-933-0778

Cathy Kirkpatrick, Manager – Procurement Services, (850) 891-8130

300 South Adams Street

Tallahassee, Florida 32301-1731

purch-natasha

From: Ashley Ramsay [aramsay@crowdergulf.com]
Sent: Tuesday, March 18, 2008 9:01 AM
To: purch-natasha
Cc: rlyoung60@verizon.net
Subject: RE: RFP#05-75 Disaster and or Storm Recovery Services



Brazoria Co, TX 08
Renewal.pdf...

Please find attached signed copy of renewal. Original will be sent today via us mail.

We appreciate your confidence in CrowderGulf and we stand ready to respond immediately in the event our services are needed.

Many thanks,

Ashley
Ashley Ramsay
CrowderGulf
5435 Business Parkway
Theodore, AL 36582
251-459-7430 Office
800-992-6207 Toll Free
251-459-7433 Fax
aramsay@crowdergulf.com
www.crowdergulf.com

-----Original Message-----

From: natashas@brazoria-county.com [mailto:natashas@brazoria-county.com]
Sent: Tuesday, March 18, 2008 8:26 AM
To: aramsay@crowdergulf.com
Subject: RFP#05-75 Disaster and or Storm Recovery Services

The current contract is set to expire on April 11, 2008. The contract does allow for renewal periods. Please see the attached letter for the third (3rd) renewal period of a four (4) year contract. The renewal period shall be from April 12, 2008 to April 11, 2009.

If you are in compliance with this renewal, please sign as indicated on the letter and fax it back to my attention at 979-864-1034.

Thank you.

Natasha D.N. Stulberg
Bid Specialist
Brazoria County Purchasing Department
451 North Velasco Street, suite 100
Angleton, TX 77515
979-864-1677 (direct)
979-864-1034 (fax)
natashas@brazoria-county.com

-----Original Message-----

From: xeroxscanner@brazoria-county.com [mailto:xeroxscanner@brazoria-county.com]
Sent: Tuesday, March 18, 2008 3:34 AM
To: purch-natasha

Subject: Your PO Copies from the Purchasing Department

Please open the attached document to print your Purchase Orders. It was scanned and sent to you using a Xerox WorkCentre Pro in the Purchasing Department.

Sent by: Guest [xeroxscanner@brazoria-county.com]

Number of Images: 1

Attachment File Type: PDF

WorkCentre Pro Location: machine location not set

Device Name: purch_xerox

Please contact Synthia Ritz in the Brazoria County Purchasing Department at extension 1825 if you have any questions.

PURCHASING DEPARTMENT

Brazoria County Courthouse West Annex
451 N. Velasco St., Suite 100
Angleton, TX 77515
(979) 864-1825



CHARLES CROOK, CPPB

Director

March 17, 2008

Ashley Ramsey
Crowder-Gulf Joint Venture, Inc.
5535 Business Parkway
Theodore, AL 36582

Dear Ms. Ramsey:

We are pleased to inform you that on February 26, 2008 Brazoria County Commissioners Court approved the renewal of contract C#05-75 Disaster and / or Storm Recovery Services with Crowder-Gulf Joint Venture, Inc. of Theodore, Alabama for a third (3rd) renewal period of a four (4) year contract.

The renewal period shall be from April 12, 2008 to April 11, 2009 and shall be subject to the current terms, conditions and pricing of the current contract.

If you are in compliance with this renewal, please sign as indicated at the bottom of this letter. Please keep a copy for your records and return an original to us for our files.

As always, your interest in Brazoria County is appreciated.

Very truly yours,

A handwritten signature in black ink that reads "Charles Crook CPPB".

Charles Crook CPPB
Brazoria County Purchasing Agent

APPROVED: _____

Name & Title
Company Name

_____ Date

PURCHASING DEPARTMENT

Brazoria County Courthouse West Annex
451 N. Velasco St., Suite 100
Angleton, TX 77515
(979) 864-1825



CHARLES CROOK, CPPB

Director

February 5, 2007

John Ramsay
Crowder-Gulf Joint Venture, Inc.
5535 Business Parkway
Theodore, AL 36582

RE: Renewal of RFP#05-75 Disaster and / or Storm Recovery Services

Dear Mr. Ramsay:

We are pleased to inform you that Brazoria County would like to renew RFP#05-75 Disaster and / or Storm Recovery Services Contract for another term beginning April 12, 2007 through April 11, 2008 subject to the terms and conditions and pricing of our current contract.

If you are in compliance with this renewal, please sign as indicated at the bottom of this letter. Please keep a copy for your records and return an original to us for our files. A copy of the contract sheet is enclosed for your information.

As always, your interest in Brazoria County is appreciated.

Very truly yours,

Charles Crook CPPB
Brazoria County Purchasing Agent

APPROVED:

Name & Title
Company Name

Date

Feb. 5, 2007

Crowder-Gulf JV Inc

111 E. Locust Street, #309, Angleton, Texas 77515
Telephone (979)864-1825 or (281)756-1825 Fax (979)864-1034

KEITH G. ALLEN
First Assistant

TERRI TIPTON HOLDER
Chief - Criminal Division



05-75
JIM WIGINTON
Chief - Civil Division

JOHN BLANKENSHIP
Chief Investigator

JERI YENNE
CRIMINAL DISTRICT ATTORNEY
BRAZORIA COUNTY

TO: TRACY JACKSON

XC: CHARLES CROOK

FROM: HANK PREJEAN

DATE: 06-12-06

RE: CONTRACTS REGARDING RFP 05-75; DISASTER AND/OR STORM
RECOVERY SERVICES (Crowder-Gulf Joint Venture Inc. and AshBritt, Inc.)

MEMORANDUM

The subject Contracts have been reviewed and are approved.

If further assistance is needed, please contact me.

BRAZORIA COUNTY PURCHASING DEPARTMENT

Susanne Brumley, CPPB
Procurement Officer



Tracy Jackson, CPPB
Contract Specialist

Charles Crook CPPB
County Purchasing Agent

MEMORANDUM

Date: June 1, 2006
To: Hank Prejean, District Attorney's Office
From: Tracy Jackson, Contract Specialist *TJ*
Via: Charles Crook, Purchasing Agent
RE: RFP 05-75 Disaster and/or Storm Recovery Services

Enclosed please find copies of the awarded Contracts for the above reference RFP. Pursuant to Court Order No. 27 dated April 11, 2006, these contracts are subject to the review of the Civil Division of the Brazoria County District Attorney's Office. We have just learned these contracts were not sent to your office for review.

We apologize for the late submittal of these contracts and for any inconvenience this may have caused.

Please submit copies of any related correspondence with regard to these contracts to the Purchasing Office.

Thank you.

BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS COUNTY OF BRAZORIA

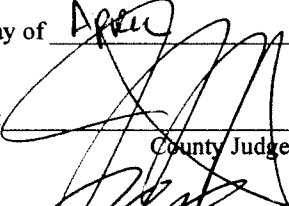
This memorandum of agreement made and entered into on the 11TH day of April, 2006, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge John Willy, by virtue of an order of Brazoria County Commissioners' Court, and Crowder-Gulf (hereinafter designated Contractor).
(company name)

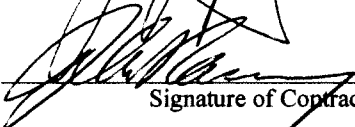
WITNESSETH:

The Contractor and the County agree that the Specifications/Scope of Services, other requirements, as well as, the Standard Terms & Conditions for **RFP #05-75 Disaster and/or Storm Recovery Services** are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this 11TH day of April, 2006.

By: 
County Judge

By: 
Signature of Contractor

By: John Ramsay, President
Printed Name and Title

BRAZORIA COUNTY PURCHASING DEPARTMENT

Susanne Brumley CPPB
Procurement Officer



Tracy Jackson CPPB
Contract Specialist

Charles Crook CPPB
County Purchasing Agent

COPY

April 11, 2006

Mr. John Ramsay
Crowder-Gulf Joint Venture, Inc.
5535 Business Parkway
Theodore, AL 36582

RE: Award of RFP#05-75 Disaster and / or Storm Recovery Services

Dear Mr. Ramsay,

Brazoria County is pleased to inform you that on April 11, 2006, Commissioners' Court awarded RFP #05-75 Disaster and / or Storm Recovery Services to the lowest and best evaluated proposal as follows:

Primary Award – Crowder-Gulf Joint Venture, Inc., Theodore, Alabama

Secondary Award – Ashbrite, Inc., Pompano Beach, Florida

A copy of the signed contract sheet is enclosed for your records. The term of this contract begins on April 11, 2006 and ends on April 10, 2007 with the option of four (4) twelve (12) month renewals.

As a reminder, Performance and Payment Bonds shall be required by awarded offerer(s) at the time that the actual services are needed in accordance with Attachment H and I of RFP#05-75. Awarded offerer(s) will be notified that services are needed and bond amounts shall be based on projected costs of work required at the time of notification. Bonds must be submitted to Brazoria County Purchasing Department within ten (10) calendar days of notification that services are needed.

Further, the awarded offerer(s) must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated in the proposal.

Thank you for your interest in Brazoria County. If you have any questions, please do not hesitate to contact me.

Very truly yours,


Charles Crook CPPB
Brazoria County Purchasing Agent

Enclosure(s)
/ndns

CROWDER-GULF

Disaster Recovery and Debris Management

5535 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 654-0470

August 26, 2005

Brazoria County
Purchasing Department
Mr. Charles Crook, CPPB
Purchasing Agent
111 East Locust
Building A29, Suite 100
Angleton, Texas 77515

Re: RFP 05-75 Disaster and/or Storm Recovery Services

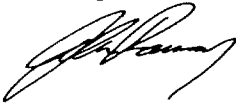
Dear Mr. Crook:

Attached is Crowder-Gulf's price proposal for RFP 05-17 Disaster and/or Storm Recovery Services.

Crowder-Gulf appreciates the opportunity to quote Brazoria County. We look forward to working with you.

If you have any questions or need more information, please feel free to call me at 800-992-6207 or 251-402-3677.

Best Regards,



John Ramsay
President

**CROWDER-GULF
BRAZORIA COUNTY, TEXAS
RFP 05-75 DISASTER AND/OR STORM RECOVERY SERVICES**

PRICING

To the best of our knowledge, the following costs are reasonable and customary for the services to be provided.

DEBRIS REMOVAL, PROCESSING AND DISPOSAL

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)	\$0.00	Lump
2	Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS)	\$8.25	CY
3	Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site (NOTE 1 & 2)	\$3.90	CY
4	Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site (NOTE 1 & 2)	\$8.25	CY
5	Management of TDSRS	\$1.50	C/Y
6	Processing (Grinding/Chipping) of Debris at TDSRS or Final	\$2.25	CY
7	Processing (Burning) of Debris at TDSRS or Final Disposal Site	\$1.60	CY
8	Pick Up and Haul of White Goods to Disposal Site within County	\$25.00	UNIT
9	Pick Up and Disposal of Hazardous Material	\$3.30	LB
10	Freon Management and Recycling	\$75.00	UNIT
11	Dead Animal Collection, Transportation and Disposal	\$3.00	LB
Hazardous Stump Removal & Hauling to Disposal Site			
12	6 inch diameter to 11.99 inch diameter	\$0.00	STUMP
13	12 inch diameter to 23.99 inch diameter	\$0.00	STUMP
14	24 inch diameter to 47.99 inch diameter	\$300.00	STUMP
15	48 inch diameter and greater	\$500.00	STUMP
All stumps that are brought to right of way by citizens will be hauled as regular debris per the enclosed FEMA stump conversion chart – EXHIBIT A			
The following items shall be billed on a time and material basis according to the attached equipment schedules.			
Debris will be place on right of ways and disposed of under items 2 – 9.			
16	Emergency Road Clearance	T&M	N/A
17	Debris removal from water bodies (bays, rivers, streams, canals, lakes)	T&M	N/A
18	Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way)	T&M	N/A
19	Leaning Trees/Hanging Limbs/Tree-off Program	T&M	N/A
20	Demolition of Structures	T&M	N/A
21	Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement	T&M	N/A
22	Pre-event training for Client personnel	\$0.00	N/A

- NOTES:**
1. Crowder-Gulf will pay tipping fee and back charge County at cost.
 2. This price is for a maximum haul distance of 20 miles. For all mileage in excess of 20 miles, add \$0.11 per cubic yard per mile.
 3. For a multi-year contract, the prices shown above would be adjusted on the anniversary date of the contract according a percentage equal to the percent change in the Consumer Price Index as published U.S. Department of Labor, Bureau of Labor Statistics.

**CROWDER-GULF
BRAZORIA COUNTY, TEXAS
RFP 05-75 DISASTER AND/OR STORM RECOVERY SERVICES**

EXHIBIT A

**Stump Conversion Table
Diameter to Volume Capacity**

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricane 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 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)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	1.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

**CROWDER-GULF
BRAZORIA COUNTY, TEXAS
RFP 05-75 DISASTER AND/OR STORM RECOVERY SERVICES**

EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$120
JD 644 Wheel-Loader with debris grapple	Hour	\$130
Extendaboom Forklift with debris grapple	Hour	\$95
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$60
753 Bobcat Skid Steer Loader with bucket	Hour	\$50
753 Bobcat Skid Steer Loader with street sweeper	Hour	\$60
30 - 50 HP Farm Tractor with box blade or rake	Hour	\$45
2 - 2 1/2 cu. yd. Articulated Loader with bucket	Hour	\$100
3 - 4 cu. yd. Articulated Loader with bucket	Hour	\$120
JD 648E Log Skidder, or equivalent	Hour	\$120
CAT D4 Dozer	Hour	\$70
CAT D6 Dozer	Hour	\$125
CAT D8 Dozer	Hour	\$170
CAT125 - 140 HP Motor Grader	Hour	\$95
JD 690 Trackhoe with debris grapple	Hour	\$120
JD 690 Trackhoe with bucket & thumb	Hour	\$105
Rubber Tired Trackhoe with debris grapple	Hour	\$125
JD 310 Rubber Tire Backhoe with bucket and hoe	Hour	\$65
Rubber Tired Excavator with debris grapple	Hour	\$120
210 Prentiss Knuckleboom with debris grapple	Hour	\$135
Self-Loader Scraper Cat 623 or equivalent	Hour	\$195
Hand Fed Debris Chipper	Hour	\$34
300 - 400 Tub Grinder	Hour	\$350
800 -1,000 HP Diamond Z Tub Grinder	Hour	\$520
30 Ton Crane	Hour	\$150
50 Ton Crane	Hour	\$170
100 Ton Crane (8 hour minimum)	Hour	\$250
40 - 60' Bucket Truck	Hour	\$135
Service Truck	Hour	\$60
Water Truck	Hour	\$70
Portable Light Plant	Hour	\$19
Equipment Transports	Hour	\$90
Pickup Truck, unmanned	Hour	\$14
Self-loading Dump Truck with knuckleboom and debris grapple	Hour	\$132
Single Axle Dump Truck, 5 - 12 Cu. Yd.	Hour	\$45
Tandem Dump Truck, 16 - 20 Cu. Yd.	Hour	\$63
Trailer Dump Truck, 24-40 Cu. Yd.	Hour	\$72
Trailer Dump Truck, 41-60 Cu. Yd.	Hour	\$90
Trailer Dump Truck, 61 - 80 Cu. Yd.	Hour	\$110
Power Screen	Hour	\$160
Stacking Conveyor	Hour	\$35
Off Road Trucks	Hour	\$150

**CROWDER-GULF
BRAZORIA COUNTY, TEXAS
RFP 05-75 DISASTER AND/OR STORM RECOVERY SERVICES**

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$60
Superintendent with truck, phone & radio	Hour	\$54
Foreman with truck, phone & radio	Hour	\$48
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$50
Inspector with vehicle, phone & radio	Hour	\$32
Climber with gear	Hour	\$90
Saw Hand with chainsaw	Hour	\$32
Laborers & Flagmen	Hour	\$28
Timekeeper	Hour	\$35
HazMat Professional	Hour	\$180
Household HazMat Inspection & Removal Crew	Hour	\$110
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$10

Note: The Equipment, labor and material rates shown above are for tasks requested by the COUNTY which are not covered in the rates (per cubic yard) for normal debris removal and reduction

CROWDER-GULF

Disaster Recovery and Debris Management

5535 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 654-0470

February 17th, 2006

Mr. Charles Crook, CPPB
Brazoria County
Purchasing Department
Purchasing Agent
111 East Locust
Building A29, Suite 100
Angleton, Texas 77515

Re: Requested information

Dear Mr. Crook,

Per your request for information concerning Crowder-Gulf's involvement in work resulting from Hurricanes Katrina and Rita along the Mississippi, Louisiana, and Texas Gulf Coast Regions the following is a brief recap:

I. KATRINA

1. City of Pascagoula, Mississippi > Crowder-Gulf has had in place for several years a pre-event contract with the City of Pascagoula, Mississippi. Crowder-Gulf supplied emergency backup generators before the storm and was on the ground with the necessary equipment to open streets as the storm was clearing. The pre-event contract was activated as required by the terms of the contract but shortly after the activation, the Corps of Engineers were activated. The City of Pascagoula made a request due to our on going relationship that the CORPS keep Crowder-Gulf in place. Crowder-Gulf accepted the terms and we are currently finishing up right of way pickup as well as beginning right of entry work under the CORPS direction.

2. City of Biloxi, Mississippi > The City of Biloxi did not have a pre-event contract in place, so an emergency request for proposals was issued shortly after the storm. Crowder-Gulf was one of three successful contractors awarded the contract. Under the City of Biloxi's direction along with Neil Schafer Engineering, Crowder-Gulf is finishing the right of way pickup. We have just recently started demolition projects within the City of Biloxi.

II. RITA

1. Jefferson County, Texas > Crowder-Gulf had a pre-event contract in place with the County. We had began work and was making great progress but FEMA would not reimburse the County 100% after the first thirty days (I believe this is correct on the timeframe) but would reimburse 100% if the Corps of Engineers were allowed to manage the work. Under the Corps contractor we have moved approximately 531,340 cubic yards and should be completed in a couple of weeks. The Corps added tremendous bureaucracy to the job making it last a month longer than it should have and probably increased overall cost 50 – 75 %.

2. City of Dickinson, Texas > Crowder-Gulf had a pre-event contract and was activated on an hourly bases for the first few days then moved to a cubic yardage rate for the remainder of the project. This project was a smaller scaled job and only lasted from 10/03/05 to 10/18/05.

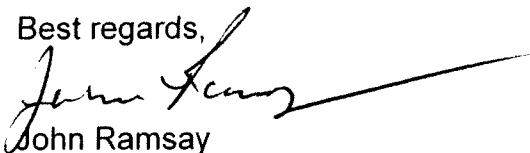
3. Calcaseiu Parish, Louisiana > Crowder-Gulf is working under the Corps of Engineers contractor because Louisiana chose to go with the Crops. We are currently working in all of Calcaseiu Parish and all Cities in the Parish with the exception of West Lake. We have moved four million plus cubic yards of debris and should be completed within the next two to three weeks. Again we should have been through with this job a month ago but for the useless Corps bureaucracy and total cost will likely be 50 – 75% higher than it would have been if Crowder-Gulf dealt directly with the Parish.

III. WILMA

Following Hurricane Wilma in Florida we performed work for the following entities where we had pre-event contracts: Lee County, Fort Myers, Fort Myers Beach, Sanibel Island, Pembroke Pines, North Miami, North Miami Beach, Fort Lauderdale, Wilton Manor, Village of Wellington, Pompano Beach, and West Palm Beach. All of this work was directly for the various municipalities / counties and has been completed.

For additional information, I have attached an updated list of past performance which includes the 2004 Hurricane Season. Crowder-Gulf looks forward to the possibility of moving forward with a pre-event contract in Brazoria County. If you need additional information please do not hesitate to call.

Best regards,


John Ramsay

PAST PERFORMANCE

Crowder-Gulf has successfully managed debris and reduction operations in multiple counties and municipalities during previous disasters.

Beginning August 13, 2004, the first of four hurricanes hit Florida and by September 14th the fourth hurricane had made landfall in Florida, Alabama and Mississippi. Crowder-Gulf had 38 pre-event contracts in place with impacted cities and counties from South Florida to Pascagoula, Mississippi. Crowder-Gulf began moving debris in Lee County, Florida, Sanibel Island, Florida, Orange County, Florida and Orlando, Florida within 48 hours of the first hurricane and continued mobilizing men and equipment on a timely basis to our many customers as three additional hurricanes made landfall in a one-month time frame. By the time the last hurricane hit, we had mobilized approximately 2,800 men, 1,600 trucks, 600 pieces of loading equipment, 22 tub grinders and 10 air curtain incinerators. We removed and reduced 14,000,000 – 15, 000,000 cubic yards of debris. Most work was completed by the end of December 2004 with only processed debris removal and TDRS closures remaining in Escambia County, Florida; which received the most severe damage.

On September 17, 2003, the day before Hurricane Isabel made landfall, Crowder-Gulf was issued a Notice to Proceed by the Virginia Peninsulas Public Service Authority (VPPSA) for the Cities of Newport News and Poquoson, and the Counties of James City and York. On the same day, the Southeastern Public Service Authority (SPSA) issued Crowder-Gulf a Notice to Proceed for the Cities of Norfolk, Suffolk, and Virginia Beach, and Isle of Wight and Southampton Counties. The day after the storm struck, Crowder-Gulf was moving debris. Crowder-Gulf subsequently mobilized 1,063 trucks, 155 loaders, 11 tub grinders, 9 air curtain incinerators, and numerous pieces of support equipment. Manpower mobilization exceeded 1,450 people. The first pass was completed within 40 – 50 days, with approximately 3,900,000 cubic yards of debris, 13,900 stumps and 1,700 logs being removed from public rights-of-way. Crowder-Gulf also implemented (at the request of specific clients) right-of-entry debris removal, cut and removed leaning trees, and removed C&D and white goods. We completed 3rd and 4th passes for our clients and the total volume of debris removed exceeded 4,100,000 cubic yards. We processed 103,500 load tickets in Virginia.

Crowder-Gulf was also issued a Notice to Proceed by Dare County and the Town of Williamston in North Carolina. The clean up of Williamston was completed in three weeks. Dare County, approximately 85 miles long encompasses a large area of the Outer Banks. Crowder-Gulf had to mobilize manpower and equipment by ferry and barge. Hatteras Village, a part of Dare County, sustained the worst damage from Isabel with 2,700' of Highway 12 being washed out. Debris removal and reduction was accomplished in Dare County in 45 days. We have recently completed work demolishing structures in Hatteras Village, screening sand, and building dunes and planting of beach grass on the rebuilt dunes.

The following chart contains a listing of contracted debris management work accomplished by Crowder-Gulf, Crowder Excavating and/or Gulf Equipment over the past 36 years. These listings reflect debris removal, reduction, recycling and/or disposal, and demolition dating back to Hurricane Frederick in 1979.

DISASTER	SCOPE OF TASK	\$ VALUE OF PROJECT	PROJECT MANAGER	REFERENCES	CONTACT
2005 – Hurricanes Dennis, Katrina, Rita, and Wilma	Debris Removal, Reduction and Disposal – 10,000,000 CY	\$128,500,000	John Ramsay Jack Boland	- City of Ft. Lauderdale Florida – Greg Slagle - City of Wilton Manors, Florida – David Archacki, Emergency Management Coordinator - City of Pompano Beach, Florida – D.C. Maudlin - City of Pembroke Pines, Florida – Shawn Denton, Director of Public Services - City ofventura, Florida – Robert M. Sherman - Village of Wellington, Florida – Tim Hunt - City of West Palm Beach, Florida – Ken Reardon, Public Works - City of North Miami, Florida – Mark E. Collins, Public Works Director - City of North Miami Beach, Florida – Esmond Scott, Public Works - Baldwin County, Alabama – Leigh Ann Ryals, EMC Director - City of Daphne, Alabama – Ken Eslava, Public Works Director - AL Dept of Conservation & Natural Resources – Terry Boyd, Director - Escambia County, Florida – George Tourart, County – County Administrator - Lee County, Florida – John Wilson, EMC Director - Lee County, Florida – John Campbell, Asst EMC Director - City of Sanibel Island, Florida – Gates Castle, Public Works Director	(954)828-5341 (954)390-2190 (954)786-4106 (954) 538-3644 (305)466-8930 (561)798-6378 (561)644-7483 (305)893-6511 (305)336-9006 (251) 947-1011 (251) 621-3182 (251) 591-3377 (888) 785-4378 (334) 868-9851 (850) 595-4947 (850) 554-2774 (239) 229-1117 (239) 477-3614 (239)472-6397
			Charlie Hunter		
			James Cooper		
			Eric Hall		
			Lyman Ramsay		
			Don Beauchene		
			Bud Rich		
			Ricky Jones		

DISASTER	SCOPE OF TASK	\$ VALUE OF PROJECT	PROJECT MANAGER	REFERENCES	CONTACT
			Buddy Young Austin Bolton John A. Ramsay	- Jefferson County, Texas – John Cascio, Emergency Management Coordinator - Calcasieu Parish, Louisiana – Ceres Environmental, Dave McIntyre - City of Pascagoula, Mississippi – Kaye Kell, City Manager	(409)722-4371 (800)218-4424 (251)243-5702
2004 – Hurricanes Charley, Frances, Ivan and Jeanne	Debris Removal, Reduction and Disposal – 14,000,000 – 15,000,000 CY	\$180,000,000 - \$200,000,000	John Ramsay Bud Rich Buddy Young Willie Wright DJ Ladner Charlie Hunter Eric Hall	- Baldwin County, Alabama – Leigh Ann Ryals, EMC Director - City of Daphne, Alabama – Ken Eslava, Public Works Director - Escambia County, Florida – George Tourant, County – County Administrator - Brevard County, Florida – Robert Lay, EMC Director - AL Dept of Conservation & Natural Resources – Terry Boyd, Director - Lee County, Florida – John Wilson, EMC Director - Lee County, Florida – John Campbell, Asst EMC Director - Walton County, Florida – Bill Imfield, Director of Purchasing	(251) 947-1011 (251) 621-3182 (251) 591-3377 (850) 595-4947 (850) 554-2774 (321) 637-6670 (321) 794-0139 (888) 785-4378 (334) 868-9851 (239) 229-1117 (239) 229-1132 (850) 892-8176
2003 – Hurricane Isabel Virginia Peninsulas Public Service Authority – Cities of Newport News & Poquoson;	Debris Removal, Reduction & Disposal - 1,900,000 CY	\$23,000,000	John Ramsay Joe Bray Brian Dekle Hugh Holton Willie Wright	- VPPSA - Stephen B. Geissler, P. E., Executive Director - Ralph Caldwell, Street Maint. Administrator, City of Newport News - Jeff Blimel, City Engineer, City of Poquoson - John Horne, Public Works Director, James City	(757) 259-9850 (757) 592-7336 (757) 868-3205 (757) 564-2153

DISASTER	SCOPE OF TASK	\$ VALUE OF PROJECT	PROJECT MANAGER	REFERENCES	CONTACT
James City & York Counties				County • Frank Hedgepeth, Public Works Dir., York County	(757) 890-3780
2003 – Hurricane Isabel Southeastern Public Service Authority Cities of Norfolk, Suffolk & Virginia Beach; Southampton County	Debris Removal, Reduction & Disposal - 2,225,000 CY	\$28,000,000	John Ramsay D. J. Ladner Bud Rich Charlie Hunter	• Steve Coomer, Purchasing Administrator, SPSA • Jim Checkovich, Streets Engineer, City of Norfolk • Wesley King, Public Works Dir, City of Suffolk • Dan Kiley, Public Works Dir. City of Virginia Beach • Waverly Coggsdale, Public Works Director, Southampton County	(757) 420-4700 (757) 823-4050 (757) 641-8917 (757) 563-1470 (757) 653-2100
2003 – Hurricane Isabel Dare County, Cape Hatteras, City of Rocky Mount, Town of Williamston	Debris Removal, Reduction & Disposal, Sand Screening	\$6,000,000	John Ramsay Eric Hall Kelly Pridgen Kelly Pridgen	• Edward Lee Mann, Public Works Director, Dare County • Ms. Norma Mann, County Attorney, Dare County • Douglas S. Roberson, Jr., Dir. Of Public Works City of Rocky Mount • Brent Kanipe, Planning Department	(252) 475-5888 (252) 475-5803 (252) 972-1299 (252) 792-5142
2003 – Ice Storm Winston-Salem, NC	Debris Removal 185,000 CY	\$1,000,000	John Ramsay Bud Rich	• Gregory M. Turner, Assistant City Manager Public Works City of Winston-Salem	(336) 727-2545
2002 – Ice Storm Kansas City, KS	Debris Removal & Reduction 160,000 CY removed	\$1,700,000	John Ramsay Bud Rich	• Bill Blackwell, Deputy County Engineer • Michael Tobin, Deputy Dir. of Public Works, Public Works Dept., Unified Government of Wyandotte County & Kansas City, KS	(913) 573-5700
2002 – Ice Storm Lee's Summit, MO	Debris Removal & Reduction 180,000 CY removed 230,000 CY burned	\$1,800,000	John Ramsay Dickie Ladner	• Robert Hartnet, Deputy Director of Public Works, Lee's Summit, MO	(618) 969-7323
2001 – Floods SW Virginia	Remove debris from streams and bridge abutments; Burn debris	\$1,000,000	John Ramsay Johnnie Gilmer	• Ronnie Lane, Virginia Department of Transportation	(540) 386-9414
2001 – Tropical Storm Allison Houston, TX	Debris removal from floods	\$1,200,000	John Ramsay J. A. Ramsay	• Dan Gutierrez, Deputy Director of Solid Waste, City of Houston	(713) 837-9214

DISASTER	SCOPE OF TASK	\$ VALUE OF PROJECT	PROJECT MANAGER	REFERENCES	CONTACT
			John Shook	Robert Swan, Sr. Debris Management Consultant, Dewberry & Davis	(407) 249-3020
1999 - Hurricane Floyd Wilson, Nash, Richmond, & Edgcombe Counties, Cities of Wilson, Rocky Mount, Rockingham, and Princeville, NC	Debris removal & reduction, and demolition of 600 flooded homes 1,000,000 CY 50,000 Tons	\$10,000,000	John Ramsay Bud Rich	- Deborah Boyette, Asst. Director Public Services/Administration, City of Wilson - Douglas S. Roberson, Jr., Dir. Of Public Works City of Rocky Mount - William W. Hill, Health Director, Nash County	(252) 399-2461 (252) 972-1299 (252) 459-9823
1999 - Floods on the Guadalupe & Comal Rivers	Debris removal & reduction from rivers & 6 miles of river canals	\$870, 000	J. A. Ramsay Dickie Ladner	- Mr. Gerald Kraafta, Contracting Officer Tech USDA, NRCA - Mr. C. A. Bolner, City Engr. New Braunfels, TX - Mr. James E. Shelton, NRCS Contracting Officer, State of Texas	(830) 780-5046 (830) 660-1830 (254) 742-9967
1998 - Hurricane Georges Harrison County, MS	Debris removal & reduction 400,000 CY	\$3,600,000	John Ramsay Dickie Ladner	- Larry Benefield, President County Comm. - Harrison County, MS - Dickie Joe Ladner	(228) 831-3361 (228) 255-1141
1996 - Hurricane Fran City of Wilson, NC	Debris removal & reduction 320,000 CY	\$1,600,000	John Ramsay Bud Rich	- Mr. Charles Pitman, Ill, Deputy City Mgr./Oper. & Public Services - Mr. Ronnie Dew, Supervisor Public Works - Ms. Deborah Boyette, Asst. Dir. of Public Works	(252) 399-2461 (252) 399-2483 (252) 399-2464
1996 - Hurricane Fran Wilson, NC	Debris removal & reduction 300,000 CY - Open burn 20,000 CY - Debris removal	\$380,000	John Ramsay Bud Rich	Mr. Steve Clayton, Solid Waste Director, Wilson, NC	(252) 399-2423
1996 - Hurricane Fran USACOE Wilmington District	Debris removal & reduction 400,000 CY	\$2,400,000	John Ramsay Bud Rich	- Mrs. Annie Lee Sidberry, Contract Administrator - Mr. Don Tutor, Corps of Engineers, Memphis, TN	(252) 251-4864 (901) 544-3856
1995 - Hurricane Opal Panama City, FL	Debris removal & reduction 300,000 CY	\$2,000,000	Ashley Ramsay Bud Rich	- Mr. Joe Villadsen, Public Works Director - Mr. Ken Hammonds, City Manager	(850) 872-3171 (850) 872-3010
1995 - Hurricane Opal Bay County, FL	Debris removal, stockpiling, final	\$1,300,000	John Ramsay Bud Rich	Ms. Pam Daniels, CDM Egnr. & Construction, Inc	(850) 785-3822 (850) 785-6139

Crowder-Gulf
Brazoria County

DISASTER	SCOPE OF TASK	\$ VALUE OF PROJECT	PROJECT MANAGER	REFERENCES	CONTACT
	transport to dump site for entire County			• Mr. Jim Moody, Florida Asphalt & Paving • Mr. Skip Cook, Camp Dresser & McGee	(850) 386-5277
1995 - Hurricane Opal Lynn Haven, FL	Debris removal & reduction 80,000 CY	\$400,000	John Ramsay Bud Rich	• Mr. Robert Baker • Mr. Ricky Horst	(904) 436-5693 (904) 265-2121
1995 - Hurricane Erin Pensacola, FL	Debris removal & reduction 115,000 CY	\$600,000	John Ramsay Bud Rich	• Mr. C. B. Roberts • Mr. Jerry Moore, Escambia Utility Authority	(904) 436-5693 (904) 944-0015
1995 - Ice Storm Germantown, TN	Debris removal 700,000 CY	\$4,500,000	John Ramsay Bud Rich	• Mr. Bo Mills, Environmental Services	(901) 757-7387
1994 - Ice storm Memphis, TN	Operated 5 burn sites. Received all debris from City, County, DOT, and private contractors 2,500,000 CY	\$3,200,000	John Ramsay Bud Rich	• Mr. Paul Patterson, Solid Waste Management Admin., Division of Public Works • Mr. Eddie Yawn, Division of Public Works	(901) 576-6851 (901) 576-6851
1993 - Hurricane Andrew Leon Co. Solid Waste Travares, FL	Chipping	Hourly Contract	Jimmie Crowder	• Mr. Jud Curtis	(904) 488-8003
1993 - Hurricane Andrew Ft. Lauderdale, FL	Chipping 400,000 CY	\$2,000,000	Jimmie Crowder	• Ms. Sally Galias	(305) 357-6065
1993 - Hurricane Andrew Corps of Engineers Jacksonville, FL	Chipping	\$1,200,000	Jimmie Crowder	• Ms. Claudia Hundley	P. O. Box 4790 Jacksonville, FL
1993 - Hurricane Andrew Jackson County, MS	Chipping	\$1,000,000	Jimmie Crowder	• Mr. Ed Penton	(601) 497-2938
1992 - Hurricane Andrew Corps of Engineers Jacksonville, FL	Chipping	\$130,000	Jimmie Crowder	• Mr. Harley R. Hartley	P. O. Box 4790 Jacksonville, FL

Crowder-Gulf
Brazoria County

DISASTER	SCOPE OF TASK	\$ VALUE OF PROJECT	PROJECT MANAGER	REFERENCES	CONTACT
1992 - Hurricane Andrew Sunbelt Landscaping Medley, FL	Chipping	\$1,000,000	Jimmie Crowder	• Mr. Randy Perkins	7725 NW 72 nd Ave., Jacksonville, FL
1992 - Hurricane Andrew Homestead, FL	Debris removal 260,000 CY	\$1,300,000	John Ramsay	• Mr. Esteban Solar	(305) 262-9898
1992 - Hurricane Andrew Key Biscayne, FL	Debris removal 260,000 CY	\$1,800,000	John Ramsay	• Mr. Joe Solar, Resol Engineer & Construction	(305) 262-9898
1992 - Hurricane Andrew Dade County, various counties & State Parks	Debris removal & reduction 60,000 CY	\$150,000	John Ramsay	• Mr. Esteban Solar	(305) 262-9898
1991 - Ice Storm Mountainbrook, AL City of Birmingham, AL Birmingham Botanical Gardens & Zoo	Debris removal & reduction 450,000 CY	\$1,900,000	John Ramsay	• Mr. Joe Solar, Resol Engineer & Construction	(305) 262-9898
1990 - Hurricane Hugo South Carolina Dot Counties of Kershaw, Lancaster & Manning Cities of Florence, Manning & Charleston	Debris removal & reduction including 90 miles of I-20 & I-95 90,000 CY	\$5,200,000	John Ramsay	• Mr. Jackie Spears, Kershaw County • Ms. Frances Cantwell, Former City Attorney • Charleston, SC • Mr. Steve Livingston, Charleston Cty Public Works • Mr. Larry Drolet, Charleston Cty Public Works	(803) 425-7192 (843) 722-4064 (843) 727-6884
1983 - Hurricane Alicia Houston, TX	Debris removal & reduction 800,000 CY	\$4,300,000	John Ramsay	• Mr. Don Bernard • Mr. Daniel Black	(843) 727-6875 (713) 641-5111
1979 - Hurricane Frederick, Corps of Engineers	5,000,000 CY	\$21,000,000	John Ramsay	• Mr. Bill Campbell, Contracting Officer, USACOE	

Note: Listed below are summaries for the total amount of material and the cumulative dollar value of the referenced contracts:
1. In excess of 50,000,000 CY of debris has been handled, transported, removed, processed, and/or chipped and burn.

ORIGINAL

BRAZORIA COUNTY, TEXAS

PROPOSAL

FOR

**DISASTER AND/OR STORM RECOVERY
SERVICES**

AUGUST 10, 2005

**CROWDER-GULF
5535 BUSINESS PARKWAY
THEODORE, AL 36582
(800) 992-6207
(251) 654-0470 FAX
JOHN RAMSAY, PRESIDENT**

CROWDER-GULF

Disaster Recovery and Debris Management

5535 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 654-0470

August 5, 2005

Charles Crook, CPPB
County Purchasing Agent
Brazoria County Courthouse
Purchasing Department
111 E. Locust, Bldg A-29, Suite 100
Angleton, Texas 77515

Re: RFP #05-75 DISASTER AND/OR STORM RECOVERY SERVICES

To Whom It May Concern:

Crowder-Gulf is a nationally recognized disaster debris management firm and would like to formally express our interest in entering into a Contract for Disaster and/or Storm Recovery Services with Brazoria County. Accordingly, Crowder-Gulf is pleased to submit herewith the enclosed proposal for all phases of disaster management services for your review and consideration.

Crowder-Gulf is a joint venture that was organized in 1994. It was incorporated in 2002 as a Florida Corporation. The joint venture is comprised of Gulf Equipment Corporation, an Alabama corporation and Crowder Excavation and Land Clearing, a Florida corporation. Our Crowder-Gulf team has the capacity, prior experience, and financial strength to efficiently and effectively perform all functions related to storm debris management.

- **COMPANY INFORMATION**

Crowder-Gulf Joint Venture, Inc.
FEIN: 01-0626019
John Ramsay - President

Gulf Equipment Corporation
FEIN: 63-0879907
AL Contractor's License 18767
L.W. Ramsay, Jr. - President

Crowder Excavation & Land Clearing Co.
FEIN: 59-1058504
FL Contractors License # GC-C054485
Jimmy Crowder - President

- **CONTACT INFORMATION** Listed below is the contact information for our key personnel authorized to make representations on behalf of Crowder-Gulf:

Primary Contact
John Ramsay, President
5535 Business Parkway
Theodore, Alabama 36582
(800) 992-6207 office
(251) 654-0470 fax
(251) 402-3677 cell
Jramsay@crowdergulf.com

Alternate Contact
Buddy Young, FEMA Specialist
5535 Business Parkway
Theodore, Alabama 36582
(800) 992-6207 office
(251) 654-0470 fax
(940) 597-4252 cell
Byoung@crowdergulf.com

Crowder-Gulf's management personnel have over 130 years of combined experience in managing and performing disaster work. We have worked all the major disasters in the Southeast for the past 36 years.

Our personnel have worked in planning and managing successful disaster debris removal, reduction, and disposal operations in Alabama, Florida, Georgia, Kansas, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, Texas, and Virginia. During our 36 years of work with storm debris removal, reduction, and disposal, we have developed a successful plan of operation to complete the clean up in a minimum amount of time, and in a safe, orderly and practical manner. Our people are experienced and qualified, with a reputation for providing efficient and effective disaster debris management services. We have extensive experience and equipment for burning and grinding of organic debris.

Crowder-Gulf has Mr. Buddy Young, former Region 6 FEMA Director on staff. He is an expert on FEMA requirements, procedures and paperwork, and is a great asset to Crowder-Gulf's customers in navigating FEMA's policies and procedures. We offer his services to our customers at no extra cost.

Crowder-Gulf uses a combination of company crews and subcontractors to perform work. We have numerous subcontractors in the Southeast (we will provide confidential list of subcontractors upon request). We have commitment letters from our subcontractors and they will respond and mobilize within 24 hours of notice. Whenever possible, we attempt to find and utilize qualified local subcontractors.

Our Crowder-Gulf team has the capacity, prior experience, and financial strength to efficiently and effectively perform all functions related to storm debris management. This company has performed the following debris activities as a prime contractor in ten states including several units of local government in the State of Virginia:

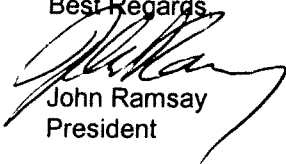
- Emergency debris clearing
- Debris collection
- Debris loading and transport
- Debris volume reduction
- Debris disposal (including hazardous materials and asbestos abatement)
- Sand recovery, sifting and placement

Our most recent contracts were with thirty-eight (38) cities and counties in Florida, Alabama and Mississippi for debris removal, reduction and mitigation demolition following Hurricanes Charley, Frances, Ivan and Jeanne. This work is completed with the exception of final clean up, TDRS site closures and marine debris removal in Escambia County, Florida and Baldwin County, Alabama.

Crowder-Gulf is submitting this proposal solely as Principals and has not contacted or in any way colluded with any person or entity submitting a proposal pursuant to your request.

We sincerely appreciate the opportunity to make this proposal and look forward to working with you on your disaster clean-up requirements. We feel that we will be extremely competitive and can offer Brazoria County experience, service and integrity unmatched in the industry. If you have any questions, comments or require additional information, please do not hesitate to contact us. We appreciate your time and consideration.

Best Regards



John Ramsay
President

**CROWDER-GULF
BRAZORIA COUNTY, TEXAS
DISASTER AND/OR STORM RECOVERY SERVICES**

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**CROWDER-GULF
BRAZORIA COUNTY, TEXAS
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I. BACKGROUND

- A. Business History.** Crowder-Gulf is a joint venture that was organized in 1994. It was incorporated in 2002 as a Florida Corporation. Gulf Equipment Corporation is a general contractor and has been in business since 1983. It has contractor licenses in 7 Southeastern states and is headquartered in Theodore, Alabama. It's principle and management personnel have debris management and removal experience dating back to 1969. Crowder Excavation and Land Clearing is a general contractor in the State of Florida. Their headquarters are located in Tallahassee, Florida and they have been in business since 1965. Both companies contract individually and as a joint venture on large projects. When working as a joint venture, Gulf Equipment assumes primary management responsibility while Crowder provides full-time support for the debris contract or storm services. Crowder-Gulf will obtain all required state or local licenses and/or work permits to conduct debris operations for any awarded contract. The two companies employ in excess of 300 people.

Crowder-Gulf maintains all required insurances such as General Liability, Personal Injury, Workers Compensation, Automobile/Equipment Liability, as well as Maritime Insurance. Essex Insurance of Tallahassee, Florida and Grey Insurance Company of Metairie, Louisiana provide these insurance coverages.

Crowder-Gulf is an Equal Opportunity Employer and is a participant in the national drug free work place program. Our policy prohibits drug distribution, possession or use while in the employment of Crowder-Gulf. This policy applies to all subcontractors and/or consultants that support or assist the companies in any work conducted by Crowder-Gulf. Employee training, counseling and/or employee assistance programs bolster the Crowder-Gulf drug free policy.

In mid-year of 2000, Crowder-Gulf adopted a written Code of Business Ethics that applies to all employees with special responsibilities on Foremen, Supervisors and Managers. The ethics program is in four parts: 1) The Ethic Logic; 2) Ethical Standards; 3) Ethics Policy; and 4) Ethics Training. The policy and standards are equally weighted on employees, contractors, subcontractors and consultants. Our ethics plan is available upon request.

- B. Scope Of Services.** Crowder-Gulf is well aware of the trauma and disruption placed on a community's economy and it citizens' lifestyles resulting from the occurrence of a natural disaster. Our personnel are thoroughly indoctrinated regarding Crowder-Gulf 's policy to always be compassionate, polite and responsive to the needs of the community and its citizens. We have received numerous recommendations and testimonials from various governmental officials stating their appreciation for our Community Relations Policy and attesting to its success within the communities we have served. The responsibility to interface with the elected and appointed officials as well as the citizens at large is assigned to a Senior Crowder-Gulf Official on all contracts for storm services.

Crowder-Gulf has the financial, personnel and equipment resources to provide the management, planning, personnel and equipment to efficiently and effectively provide the County quality disaster related services. Such services will include, but not necessarily be limited to, large scale debris removal, separation, staging, and disposal, demolition work, construction and demolition debris removal, hazardous waste handling, tree trimming, tree topping and erection, stump grinding and removal, marine salvage operations, sand removal from roads, streets, and right-of-ways, beach sand screening and replacement, and emergency berm construction.

We have established solid-working relationships with numerous state emergency response agencies as well as other key agencies involved in disaster response and recovery that include the Federal Emergency Management Agency (FEMA) and the U.S. Army Corps of Engineers (USACE). These relationships combined with Crowder-Gulf's Buddy Young, former FEMA Region 6 Director, afford our clients the benefit of all-inclusive disaster response and recovery services regarding all categories of Public Assistance.

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The amount of damage that occurs during a natural disaster varies, as do the needs to restore the affected areas. Crowder-Gulf's basic Debris Management Plan is flexible and set up so that it may be adapted to the specific requirements of the contract and the scope of the disaster. Our Plan establishes an early appraisal of disaster damage, moves trained, well equipped crews into affected areas in the shortest time possible, and follows a disaster-specific plan to ensure the personnel and equipment are mobilized and utilized in the most efficient and effective manner to remove and reduce debris with the least possible impact on the citizens of the community.

C. Expertise Of Management Team

1. **Personnel.** The severity of the disaster will determine how many employees will be assigned to a specific disaster event. Depending on the scope of the disaster, Crowder-Gulf uses a combination of company crews and subcontractors to perform work. We will begin with Crowder-Gulf personnel and proceed to add additional personnel or subcontractors until we have sufficient personnel to effectively and efficiently manage and handle the disaster recovery effort. We have commitment letters from numerous subcontractors in the Southeast who will respond and mobilize within 24 hours of notice. Our policy is to hire qualified local subcontractors if they are available.

Crowder-Gulf has the following sources of management and inspection personnel:

- Personnel who are currently employed by both Crowder Excavation and Gulf Equipment on a continuing or consulting basis with vast experience in managing and performing disaster related work.
 - Large subcontractors who can provide their own competent management and inspection personnel with minimum oversight from our Management Team, along with over 200 other self-sufficient experienced subcontractors who have worked with us on previous disasters and understand Crowder-Gulf's management philosophy and Management Plan.
 - Retired and semi-retired construction, city, county, FEMA, and power company professionals who are experienced in managing and inspecting disaster related work.
 - Crowder-Gulf has a standby agreement with various engineering companies to provide personnel for engineering services.
 - For temporary housing, Crowder-Gulf is teamed with **North American Catastrophe Services, Inc.** NACS is recognized as the nation's leader in providing turnkey solutions to temporary housing. They are capable of responding under the PA program as well as the IA program. Their PA housing can consist of every level of service needed including but not limited to housing, catering, laundering, security and power support. Their turnkey IA housing program is the blueprint for GSA.
 - We have a stand-by agreement with **Garner Environmental Services, Inc.**, to handle hazardous materials. Garner Environmental will respond to a wide spectrum of pollution incidents with professional personnel to insure a proper, legal, and effective cleanup, 24 hours per day, 7 days a week. Garner Environmental response teams are staffed and supported with qualified and extensively trained personnel who are fully equipped with state of the art response equipment and instrumentation. Garner is recognized as an industry leader and has combined the best and most practical field experiences and the most practical technologies available for investigation, remediation, restoration, and management of hazardous, non-hazardous emergency situations, sites and facilities. Garner Environmental's professional staff possesses the necessary technical education and experience to meet the challenges of today's environmental/petro-chemical industry. A full service company established in 1981, Garner Environmental offers its clients a wide range of services.
2. **Key Personnel.** Crowder-Gulf's key management, administrative and supervisory personnel have well in excess of 130 years combined disaster management, assessment, collection, separation, reduction, recycling, and demolition experience. We have provided and successfully

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performed disaster recovery services for a variety of governmental entities during most major natural disasters (including hurricanes, floods, tornados, and ice storms) throughout the Southeast over the past 30 years.

All Crowder-Gulf officers, managers and supervisors have been involved in previous successful disaster related debris operations and have been trained to the quality control concerns, safety concerns, ethics and drug policies of Crowder-Gulf. All key personnel understand our management plan concept and its relationship to this company's Mission Statement. The following is a list of our key management, administrative and supervisory personnel who will be assigned to this project:

- **John Ramsay – Director of Operations (DO).** Mr. Ramsay is a graduate of Auburn University with a degree in Agriculture and has over 35 years of experience in storm debris operations and management. He has directed the successful completion of over 17 major operations from the most recent 2004 Hurricanes Charley, Frances, Ivan and Jeanne to Hurricane Camille in 1969. He is one of the foremost experts in all phases of a debris operation from removal, reduction, recycling and disposal. Major natural disaster projects successfully completed as Director include:

<u>Year & Disaster</u>	<u>Contracting Entity</u>
1) 2004 Hurricanes Charley, Frances, Ivan and Jeanne	38 Cities and Counties in Florida, Alabama and Mississippi
2) 2003 Hurricane Isabel	Virginia – VPPSA (Cities of Newport News & Poquoson, Counties of James City & York); SPSA (Cities of Norfolk, Suffolk, & Virginia Beach; Counties of Isle of Wight & Southampton). North Carolina – Dare County, Towns of Nags Head, Kitty Hawk, Hatteras, & Williamston, Cities of Rocky Mount & Wilson.
3) 2003 Ice Storm	Winston-Salem, NC
4) 2002 Ice Storm	Lee's Summit, MO & Kansas City, KS
5) 2001 TS Allison	Harris County & City of Houston, TX
6) 1999 Hurricane Floyd/Floods	Counties of Wilson, Nash, Edgecombe, & Richmond, NC; Cities of Wilson, Rocky Mount, Princeville, and Rockingham, NC
7) 1998-Hurricane Georges	Harrison County, MS
8) 1996-Hurricane Fran	COE- 20 counties in NC; City of Wilson, NC; County of Wilson, NC
9) 1995-Hurricane Opal	Cities of Panama City, Lynn Haven, FL; Bay County, FL
10) 1995-Hurricane Erin	Escambia County Utility Authority, Pensacola, FL
11) 1994-Ice Storm	Cities of Memphis & Germantown, TN
12) 1992-Hurricane Andrew	Miami Beach; City of Miami; Key Biscayne; Broward County, FL
13) 1991-Ice Storm	Birmingham, AL
14) 1989-Hurricane Hugo	Charleston, SC; Cypress Gardens in Charleston; Manning, SC; Florence, SC; Kershaw County, SC; SC DOT
15) 1983-Hurricane Alicia	Harris County & City of Houston, TX
16) 1979-Hurricane Frederic	COE -Mobile, AL District
17) 1969-Hurricane Camille	MS & AL- Agricultural Stabilization & Conservation Service

- **Bud Rich – Assistant Director of Operations (ADO).** Bud has held overall direction and control positions in debris management since 1993 and is regarded as an expert in the specific phase of debris reduction. His major storm experience includes Hurricanes Charley, Frances, Ivan and Jeanne in 2004, Hurricane Isabel in Virginia in 2003, Winston-

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Salem in 2003, the ice storms in Kansas and Missouri in 2002, Hurricanes Erin, Opal, Fran and Floyd, plus numerous smaller operations over the past nine years.

- **Raymond "Buddy" Young – Public Relations / Technical Assistance Manager (PR).** Buddy was Regional Director of FEMA Region VI from 1993 – 2001. Buddy served as Administrator for 133 federally declared disasters and emergencies. He is nationally known and recognized in the Emergency Management business and is extremely knowledgeable about FEMA policies and procedures. Buddy is also a retired Captain of the Arkansas State Police where he served for 26 years. He provided management support and technical assistance to Crowder-Gulf's clients after Hurricanes Charley, Frances, Ivan and Jeanne in 2004 and Hurricane Isabel in 2003.

Buddy also works with the Texas A&M Engineering Extension Program as an adjunct instructor. This program has a contract to provide terrorism response training to include all types of incidents for local and state governments, as well as the U. S. Air Force. He conducts full-scale exercises with local and state agencies in response to incidents of terrorism and natural disasters. Buddy is one of the most knowledgeable people working in the debris management business concerning the management of major disasters.

- **Margaret R. Wright, Ph.D., - Special Projects Manager/On-site Office Manager.** Margaret has had over twenty years of professional training and managerial experience. Her experience in disaster recovery includes general manager in Florida following Hurricanes Charley, Frances, Ivan and Jeanne and in Virginia after Hurricane Isabel and onsite Office Manager in North Carolina after Hurricane Fran. Her duties included regulations compliance, management of record keeping which included day-to-day operations of work completed, communication and coordination with contracting entities during reconciling process, and conducting formal evaluations at completion of projects. In her previous employment with Intelligent Decision Systems, Inc., Margaret was a team member for curriculum analyses for eight Navy courses. She directed extensive data collection and analysis, and formulated recommendations regarding realizing maximum training efficiency and effectiveness through the infusion of technology. She was also involved in the analysis and development of a large award-winning project for the Navy's Surface Warfare Officer School that provides on-the-job training utilizing technology and a cognitive apprenticeship approach to present instruction. Margaret has also held positions with both the University of South Alabama and the Mobile County Public School System, which required project coordination and management skills.
- **Everett Ellis – Logistics Manager (LM).** Mr. Ellis has BS in Mechanical Engineering from USL and over 35 years of management experience in key organizational roles in the aerospace and marine industries, as well as experience in engineering, property management, equipment leasing, and software development. He has a thorough understanding of the documentation needs of Crowder-Gulf's clients. Everett managed the field offices for Crowder-Gulf's debris operations after Hurricane Isabel in 2003, Winston-Salem in 2003, and Kansas City / Lee's Summit in 2002.
- **William Wright – Safety/Quality Control Manager (SQCM).** Mr. Wright has an engineering degree from Auburn University and worked for Alabama Power Company for 31 years in various management positions. In the aftermath of Hurricanes Frederick, Erin and Opal he was responsible for managing and coordinating power crews in the restoration of power in the Southeastern Division of Alabama Power. Willie served as a Safety Specialist for Alabama Power from 1995 until his retirement. He is presently a Safety Consultant to Crowder-Gulf and a key member of our Management Team. Willie managed Crowder-Gulf's debris and reduction operation in York County, VA after

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Hurricane Isabel and Orange County, Florida following Hurricanes Charley and Frances and Escambia County, Florida after Hurricane Ivan.

- **Eric Hall – Debris Reduction Manager (DM).** Mr. Hall is a specialist in Air Curtain Incineration and has worked in the storm debris business since 1987. He has worked as Debris Reduction Manager for Crowder-Gulf in Florida after Hurricanes Andrew in 1992, Erin and Opal in 1995, plus North Carolina after Hurricane Fran in 1996. Eric managed Crowder-Gulf's debris operations in City of Orlando following Hurricanes Charley, Frances and Jeanne in 2004 and in Dare County, North Carolina, during Hurricane Isabel in 2003.
- **Charlie Hunter – Project Manager/ Sales Representative.** Mr. Hunter spent over twenty (20) years in the active U.S. Army Corps of Engineers in numerous duty assignments from 1956 till 1977. Upon retiring from the U.S. Army, Mr. Hunter worked for three (3) Counties in the State of Florida from 1977 until February 2001 serving as Solid Waste Operations Director for Putnam County from 1977- 1988, Sarasota County from 1990 – 1991, and Brevard County from October 1991 - 2001. After retiring from Brevard County under the State of Florida Retirement system, he came to work with Crowder-Gulf in October 2001. He was a project manager in Florida following Hurricanes Charley, Frances and Jeanne and in Lee's Summit, Missouri and Kansas City, Kansas after the 2002 ice storms.

3. Available Personnel. The following is a list of Crowder-Gulf's available management, administrative, and supervisory personnel (full resumes are available on request) who, depending on the scope of the work, may be assigned to the contract:

- Jimmie T. Crowder - Assistant Director of Operations
- Lyman W. Ramsay, Jr., BS in Agriculture - Assistant Director of Operations
- Robert L. Mayo, BS in Accounting, CPA – Accountant
- Kelly Pridgen – Project Manager/ Office Manager
- Tina L. Crowder - Office manager
- William M. McGough, Jr., BS in Civil Engineering - Equipment Superintendent
- Arnold L. Jackson, BS in Economics - Communications Specialist
- Dickie Joe Ladner, Project Manager
- Hugh Holton – Project Manager
- David Hogen – Project Manager
- Howard Turner, Project Manager
- Ricky Boy Jones, Project Manager
- Tommy Smith, Project Manager
- Bobby Odom, Project Manager
- Larry Smith, Project Manager
- Hugh Houlton, Project Manager
- Desiree Matlack, Office Manager
- Joe Bray – Project Manager, FEMA Specialist
- Billy Coile- Sub-contractor Crew Foreman Coordinator
- Jeffrey Carroll – Superintendent, Audio/Video Producer
- D. R. Lavender – Superintendent/ Subcontractor Crew Foreman Coordinator
- John Aaron Ramsay – Superintendent/ Sub-contractor Crew Foreman Coordinator
- Amber Ramsay - Public Relations/Media Manager
- Judy Davis - Accounting
- Kelly W. Carroll, MSW, Project Specialist

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An Organizational Chart showing the overall structure of Crowder-Gulf personnel is presented later in this document (III. Project Management, Plan 2 - Operational Support Plan.)

D. Company-Owned Equipment

In addition to the key personnel assets of Crowder-Gulf, we currently maintain a large inventory of company-owned or leased equipment. A percentage of this inventory is debris specific, and immediately available for response to a disaster. Company-owned equipment will be dispatched to the disaster area immediately upon a Task Order or Notice to Proceed.

The following is a partial list of company-owned equipment available for use in any debris operation:

• 16 yard – 24 yard Dump Trucks	143
• 30 yard – 50 yard Dump Trucks	40
• Rubber Tire Loaders (equipped with debris handling grapples)	8
• Rubber Tire and Track Equipped Excavators (with buckets and grapples)	10
• Knuckle Booms	4
• Pick-Up Trucks (equipped with portable phones for Foremen)	10
• Service Trucks	2
• Skid-Steer Loaders (equipped with buckets and grapples)	10
• Self-Loaders 40 – 60 CY	10
• Diamond Z 14' Tub Grinders	4
• Air Curtain Incinerators	9

Crowder-Gulf and our subcontractors have approximately 500 self-loading trucks from 30 – 100 cubic yards. This type of equipment works best in removing vegetative debris from urban areas. These self-loading trucks will be some of the first equipment assigned to the County following a disaster.

Crowder-Gulf has active accounts with major national equipment rental companies to supplement our equipment needs as necessary (i.e. Caterpillar, John Deere, United Rental, Sunbelt, etc.).

As directed by the Mobilization Plan (explained in III. Project Management), the available equipment from this list will be serviced and made ready for immediate mobilization. Once safe transport is possible the equipment required to commence an operation will be dispatched on command of Crowder-Gulf Senior Management Personnel. Mobilization of additional equipment will continue until sufficient equipment and manpower are on site to satisfy the requirements of any Task Order or Notice to Proceed.

E. Communications

Gulf Equipment is also a full service wireless communications contractor. We construct and install wireless digital and analog systems for all the major communications carriers throughout the Southeast. Gulf has agreements with various communications carriers in the Client area to provide technicians to ensure that local wireless communications are fully functional within 24 to 48 hours of an event.

When a disaster is imminent, we send a mobile office/command center to the area. As soon as conditions permit, Crowder-Gulf will establish a full-time, self-sufficient office, with full communications capability in the disaster area that will be solely dedicated to the disaster recovery effort.

Crowder-Gulf's Management Team, all supervisory personnel, and crew foremen will use company radios, digital radio/telephones, and/or cellular phones. All truckers and subcontractor supervisory personnel will be required to have radios in their vehicles. Upon request, we will furnish key Client personnel with our system radios.

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Our communication equipment consists of the following:

- Nextel Digital Radios/Telephones
- Fully Equipped Mobile Communications Center
- COWS (mobile microwave/digital communications towers)
- 800 MHz Radios
- Cellular Telephones
- Satellite Telephones
- Portable Generators

F. Subcontractors

If Crowder-Gulf is the successful bidder, depending on the severity of the disaster, we intend to utilize subcontractors for a percentage of debris operations. In compliance with 44 CFR 206.10, it is Crowder-Gulf's policy to utilize qualified local subcontractors to the greatest extent possible. Upon award of a contract with the County, we will attempt to identify and develop standby agreements with local firms. Crowder-Gulf has over 200 large and small subcontractors who have committed the following equipment and manpower to our disaster operations:

Equipment Summary

Dump Trucks	2399
Self Loaders	490
Loaders	377
Excavators	338
Knucklebooms	152
Trackhoes	214
ACIs	49
Tub Grinders	17

Manpower Summary

Project Managers	36
Superintendents & Foremen	117
Drivers/Operators	3463
Workers	571

Our full subcontractor list will be made available upon request.

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III. PROJECT MANAGEMENT

A. Managerial Capabilities. Crowder-Gulf has successfully managed debris and reduction operations in multiple counties and municipalities during previous disasters.

Beginning August 13, 2004, the first of four hurricanes hit Florida and by September 14th the fourth hurricane had made landfall in Florida, Alabama and Mississippi. Crowder-Gulf had 38 pre-event contracts in place with impacted cities and counties from South Florida to Pascagoula, Mississippi. Crowder-Gulf began moving debris in Lee County, Florida, Sanibel Island, Florida, Orange County, Florida and Orlando, Florida within 48 hours of the first hurricane and continued mobilizing men and equipment on a timely basis to our many customers as three additional hurricanes made landfall in a one-month time frame. By the time the last hurricane hit, we had mobilized approximately 2,800 men, 1,600 trucks, 600 pieces of loading equipment, 22 tub grinders and 10 air curtain incinerators. We removed and reduced 14,000,000 – 15, 000,000 cubic yards of debris. Most work was completed by the end of December 2004 with only processed debris removal and TDRS closures remaining in Escambia County, Florida; which received the most severe damage. This work was finished by the end of February 2005.

On September 17, 2003, the day before Hurricane Isabel made landfall, Crowder-Gulf was issued a Notice to Proceed by the Virginia Peninsulas Public Service Authority (VPPSA) for the Cities of Newport News and Poquoson, and the Counties of James City and York. On the same day, the Southeastern Public Service Authority (SPSA) issued Crowder-Gulf a Notice to Proceed for the Cities of Norfolk, Suffolk, and Virginia Beach, and Isle of Wight and Southampton Counties. The day after the storm struck, Crowder-Gulf was moving debris. Crowder-Gulf subsequently mobilized 1,063 trucks, 155 loaders, 11 tub grinders, 9 air curtain incinerators, and numerous pieces of support equipment. Manpower mobilization exceeded 1,450 people. The first pass was completed within 40 – 50 days, with approximately 3,900,000 cubic yards of debris, 13,900 stumps and 1,700 logs being removed from public rights-of-way. Crowder-Gulf also implemented (at the request of specific clients) right-of-entry debris removal, cut and removed leaning trees, and removed C&D and white goods. We completed 3rd and 4th passes for our clients and the total volume of debris removed exceeded 4,100,000 cubic yards. We processed 103,500 load tickets in Virginia.

Crowder-Gulf was also issued a Notice to Proceed by Dare County and the Town of Williamston in North Carolina. The clean up of Williamston was completed in three weeks. Dare County, approximately 85 miles long encompasses a large area of the Outer Banks. Crowder-Gulf had to mobilize manpower and equipment by ferry and barge. Hatteras Village, a part of Dare County, sustained the worst damage from Isabel with 2,700' of Highway 12 being washed out. Debris removal and reduction was accomplished in Dare County in 45 days. We have recently completed work demolishing structures in Hatteras Village, screening sand, and building dunes and planting of beach grass on the rebuilt dunes.

After the ice storms that hit Kansas and Missouri in 2002, Crowder-Gulf successfully managed simultaneous debris removal & reduction operations in Lee's Summit, MO, and Wyandotte County/Kansas City, KS.

In the aftermath of Hurricane Floyd and subsequent floods during 1999 and 2000, Crowder-Gulf successfully managed simultaneous debris removal & reduction operations in the Counties of Wilson, Nash, Edgecombe, & Richmond, NC and the Cities of Wilson, Rocky Mount, Princeville, and Rockingham, NC, removing and reducing in excess of 1,000,000 cubic yards of debris. In addition, Crowder-Gulf managed the demolition of approximately 600 flood-damaged homes, and demolition of approximately 200 homes under FEMA 404 Hazard Mitigation Program in Edgecombe County and Princeville, NC.

After Hurricane Fran in 1996, Crowder-Gulf successfully managed simultaneous debris removal & reduction operations in Wilson County, NC, the City of Wilson, NC, and in 20 other counties in North

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Carolina for the U.S. Army Corps of Engineers, removing and reducing approximately 1,000,000 cubic yards of debris.

In the aftermath of Hurricane Opal in 1995, Crowder-Gulf successfully managed simultaneous debris removal & reduction operations in Bay County, FL and the Cities of Panama City and Lynn Haven, FL.

After Hurricane Andrew in 1992 and 1993, Crowder-Gulf successfully managed simultaneous debris removal & reduction operations in the Dade County and the Cities of Miami Beach, Miami, Homestead, and Key Biscayne, and reduction operations in Ft. Lauderdale, Tavares, Medley, and for the U.S. Army Corps of Engineers.

After Hurricane Hugo in 1989, we successfully managed simultaneous debris removal & reduction operations in the North Carolina Counties of Kershaw, Lancaster, and Manning, the Cities of Florence, Manning & Charleston and 90 miles of I-20 & I-95 for the South Carolina DOT.

Crowder-Gulf has extensive experience managing debris disposal and/or reduction sites having operated such sites during most of the projects we have managed. After the 1994 ice storm in Tennessee, Crowder-Gulf operated five (5) burn sites in the Memphis area, receiving and reducing all debris from City, County, DOT, and private contractors. Crowder-Gulf also operated multiple reduction (burn) sites in Alabama for over 18 months after Hurricane Frederick and two (2) reduction sites for 6 months in North Carolina after Hurricane Fran.

Crowder Excavation operates a permanent, licensed C&D reduction and recycling facility in Tallahassee, Florida. Among the commodities recycled are concrete, steel, plastics, and wood chips sold as fuel. Crowder also has a portable crusher for recycling white goods.

B. Services To Be Provided. Crowder-Gulf has a plan tailored to meet the needs and specific requirements of our Client. The services provided will consist of furnishing all labor, materials, and equipment to complete and deliver full Emergency Response and Recovery Services and will include the following minimum services as directed by the County:

1. Annual or biannual pre-disaster debris management planning critiques and planning assistance.
2. Emergency clearance of debris from public streets and rights-of-way for access by emergency personnel.
3. Permitting, clearing, and/or removing disaster related debris from the public right-of-way, streets, roads canals, lakes and ponds.
4. Removal of sand, silt, sludge and rock from roads, streets rights-of-way; screening material to segregate material and transporting material to designated disposal sites.
5. Management and operation of debris reduction sites to accept, process, reduce and/or dispose of disaster-related debris. Contractor shall assist the County in identifying and selecting appropriate Temporary Storage Sites to be utilized as debris staging and processing locations.
6. Debris separation (i.e., vegetative, C&D, recyclable debris, white goods, and hazardous waste) and reduction of eligible organic debris using tub grinding or air curtain incineration in accordance with all applicable laws and regulations.
7. If specifically requested and authorized, implementation and operation of a Right-of-Entry ("ROE") program to affect clearance and removal of debris from private property. Contractor shall manage the ROE program by assisting with the obtaining, categorizing and recording of each ROE application and the successful completion thereof.
8. Demolition and removal of condemned structures and buildings that pose a threat to public health and safety resulting.
9. Tree trimming in accordance with American National Standard ANSI A300, tree topping, tree removal, stump grinding, grubbing, clearing, hauling and disposal.
10. Providing all permits and services necessary for the containment, clean-up, removal,

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transportation, storage, testing, treatment and/or disposal of hazardous materials and wastes to include bio-hazards and animal carcasses.

11. Perform other disaster response and recovery activities, as necessary, and as specifically directed and authorized.
12. Accurate verifiable documentation of each load of debris along with daily and other regular reports of all loads of debris and work performed with provisions for inspection by the Client.
13. All staging areas, work areas and TDSRS will be left in a clean or neat condition and/or restored to their original condition as may be required.
14. Annual training sessions will be made available for County personnel who may be designated to work with Crowder-Gulf after the disaster during the debris removal and reduction operation.

C. Debris Removal Program Standards. Crowder-Gulf shall conduct all debris operations outlined in this proposal to meet the program standards provided for in the FEMA "Debris Management Guide". In addition, Crowder-Gulf will conduct all debris related operations in accordance with all applicable federal, state, and local laws, rules and/or regulations.

D. Temporary Debris Staging And Reduction Sites (TDSRS). Upon award of a contract, Crowder-Gulf will meet with County officials to assess and determine the location of potential temporary debris storage and reduction sites. The scope of the disaster and resultant damage will determine the number of sites required. Preference will be given to County-owned land. If it is determined that sufficient County-owned land is not available, the use of privately owned sites will be investigated. We will attempt to negotiate lease/rent rates in advance with the owners of such private land for use in the event of a disaster. If private land use is required during a disaster, actual lease/rent costs will be passed through to the County. All other costs associated with the preparation, operation, and restoration of temporary debris storage and reduction sites will be included in Crowder-Gulf pricing structure for the contract.

E. Working Hours. Debris will be collected and loaded during visible daylight hours seven (7) days per week. With the approval of the County, debris reduction at the TDSRS will, at our discretion and as required, take place on a twenty-four (24) hours seven (7) days a week basis.

F. Specialty Debris. Crowder-Gulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including hazardous materials and waste, biohazardous wastes, dead animals, and hazardous stumps. If removal and disposal is beyond the area of our expertise, Crowder-Gulf will use Garner Environmental Services, a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.

G. Community Relations. We are well aware of the trauma and disruption to normal lifestyles that result from a natural disaster. Our personnel are thoroughly indoctrinated regarding our policy to always be caring, courteous, polite, and responsive to the needs of the citizens of the community. We have received a number of recommendations and testimonials from various governmental officials attesting to the success of our Community Relations Policy in communities we have served.

Crowder-Gulf has a Public Relations Manager to assist the County with the dissemination of information to keep the public informed about ongoing recovery efforts and community participation in those efforts. If requested by the County, Crowder-Gulf also has an Audio/Visual Producer on staff to assist with formal presentations.

H. Data Tracking, Accounting And Financial Management. Crowder-Gulf has both the financial resources and stability to efficiently and effectively perform the services contemplated by this proposal. Upon request, bank references are available for Crowder, Gulf and Crowder-Gulf.

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Debris Load Tickets for each truckload of debris hauled by Crowder-Gulf. The key features of financial accountability is maintained throughout the contract process using a system of checks and balances that is tied directly to the Truck Capacity Certification form and the Crowder-Gulf's data and accounting system are as follows:

1. A specially designed Microsoft Access database program is used to track and account for the quantitative and descriptive debris data. The database allows Crowder-Gulf to keep accurate statistical information and provide an easy audit trail. Designated office personnel enter, count and total quantities from debris load tickets on a daily basis. The system is easily modified to meet the particular daily, weekly, and reporting requirements of our clients.
2. A computerized accounting program is used for all accounting, invoicing, and payments. The on-site office is self-sufficient with backup from both the Crowder and Gulf home offices on an as needed basis.

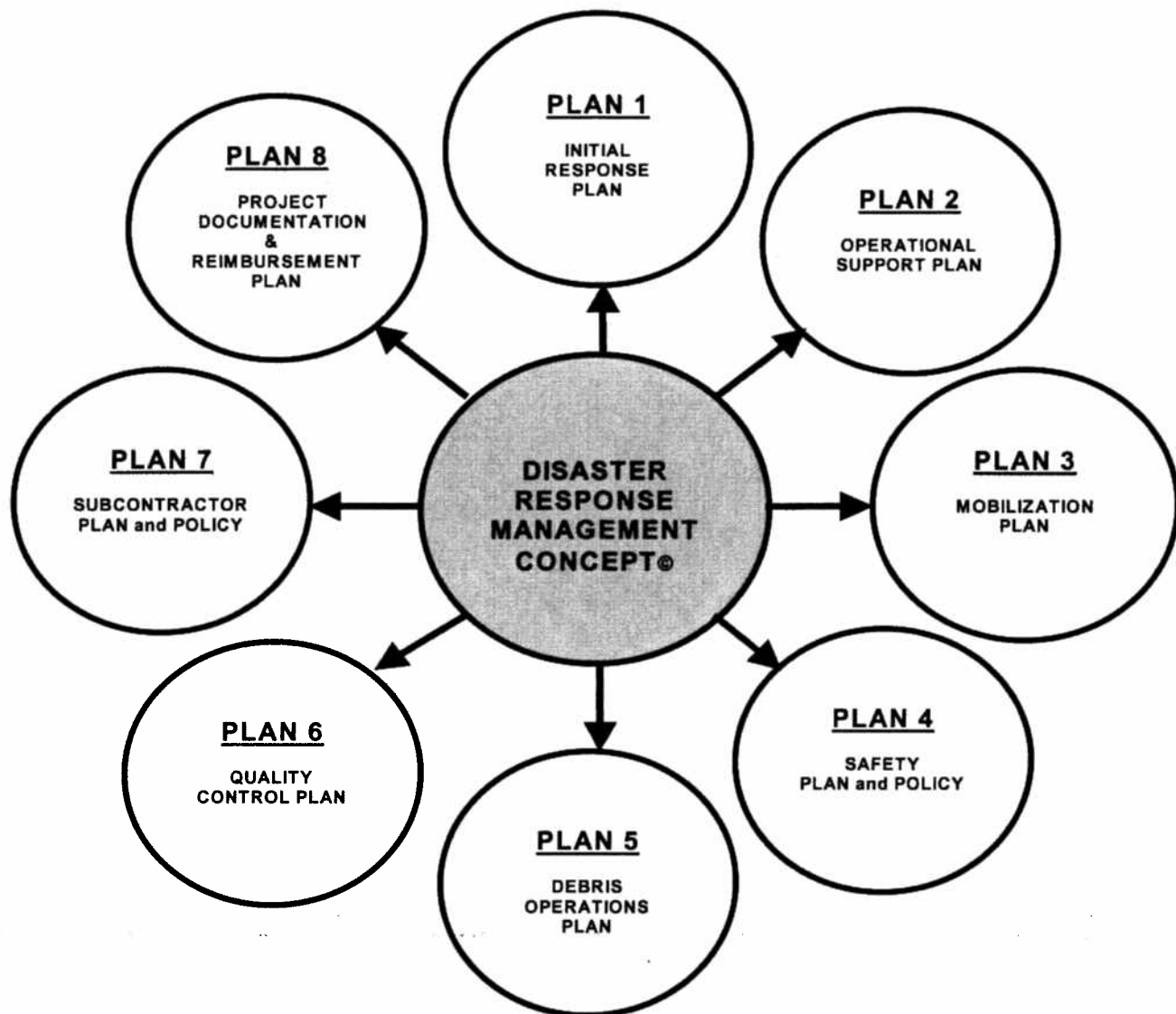
I. County Personnel Requirements. The County will generally be expected to provide personnel for the following tasks:

- Personnel to certify or verify truck capacity certifications
- Field inspectors to issue load tickets and monitor truck loadings
- Field inspectors at the debris discharge site(s) to verify and record quantities of debris loaded in each truck, and collect load tickets
- Office/accounting personnel to check load tickets, and accept and verify daily and weekly debris reports and invoice backup data from Crowder-Gulf.

J. Disaster Response Management Plan. The amount of damage that occurs during a natural disaster varies, as do the needs to restore the affected areas. Crowder-Gulf's basic Debris Management Plan is flexible and set up so that it may be adapted to the specific requirements of the contract and the scope of the disaster. Our Plan establishes an early appraisal of disaster damage, moves trained, well equipped crews into affected areas in the shortest time possible, and follows a disaster-specific plan to ensure the personnel and equipment are mobilized and utilized in the most efficient and effective manner to remove and reduce debris with the least possible impact to the citizens of the community.

Crowder-Gulf's management plan uses the concept of a Circle of Plans to execute debris management projects. The Circle of Plans is called ***Disaster Response Management Concept®*** (DRMC) and is made up of eight (8) interrelated plans, as illustrated in the following diagram:

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The **DRMC** is used to trigger a Crowder-Gulf response to incidents that have little or no time period for preparation or that requires an immediate pre-contracted response. This Management Plan is also followed on potential threats that afford days of advance preparation. These interrelated Plans will be comprehensively used whenever Crowder-Gulf is selected to perform contracted debris tasks.

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PLAN 1 - INITIAL RESPONSE PLAN.

Crowder-Gulf's **DRMC** will be used to guide management during the six storm activity phases presented in Plan 1. These six (6) phases encompass the process of debris removal, reduction and disposal management.

- **Phase 1 – Alert.** If there is a possible advance notice (such as a hurricane), this phase will commence as soon as a known/predicted storm appears to be a credible threat to the U.S. mainland. The Crowder-Gulf call-down list will be checked to verify it is current. Field Project Managers and Field Supervisors will be advised to check e-mail and/or voice mail at least twice a day, and additional beepers or cell phones may be distributed to key personnel.
- **Phase 2 – Notification.** The Crowder-Gulf Director of Operations (DO), serving in the capacity of Senior Response Manager, will assess the information from media sources and the government for possible full notification action. If it is determined that notification is needed he will direct the activation of the Crowder-Gulf Calling Plan with stand-by instructions for the individual contractors/subcontractors notified.
- **Phase 3 – Preparation.** Based on the high predictability of a known event, the DO will direct the initial mobilization of people and equipment. The details of this activity are covered in the Debris Mobilization Plan.
- **Phase 4 – Mobilization.** The DO will be the key decision-maker(s) once the need to mobilize and respond has been determined. He will inform all responding personnel as to situation status, departure, tasking and assets to mobilize. He will direct the commencement of the mobilization checklist, tasking of the support units, the dispatch of managers, crews and equipment.
- **Phase 5 – Departure.** Directed to and arriving on site in the disaster area, all personnel and assets of the joint venture will remain under the direction and control of the DO and/or Assistant Director of Operations (ADO).
- **Phase 6 – Response and Return.** Upon completion of the response effort or contract, all assets of the joint venture will be returned to the locations from which they were activated. At the option of the DO, there may be a formal critique of the operation to review the procedures, actions, checklists and reports that were used in the response.

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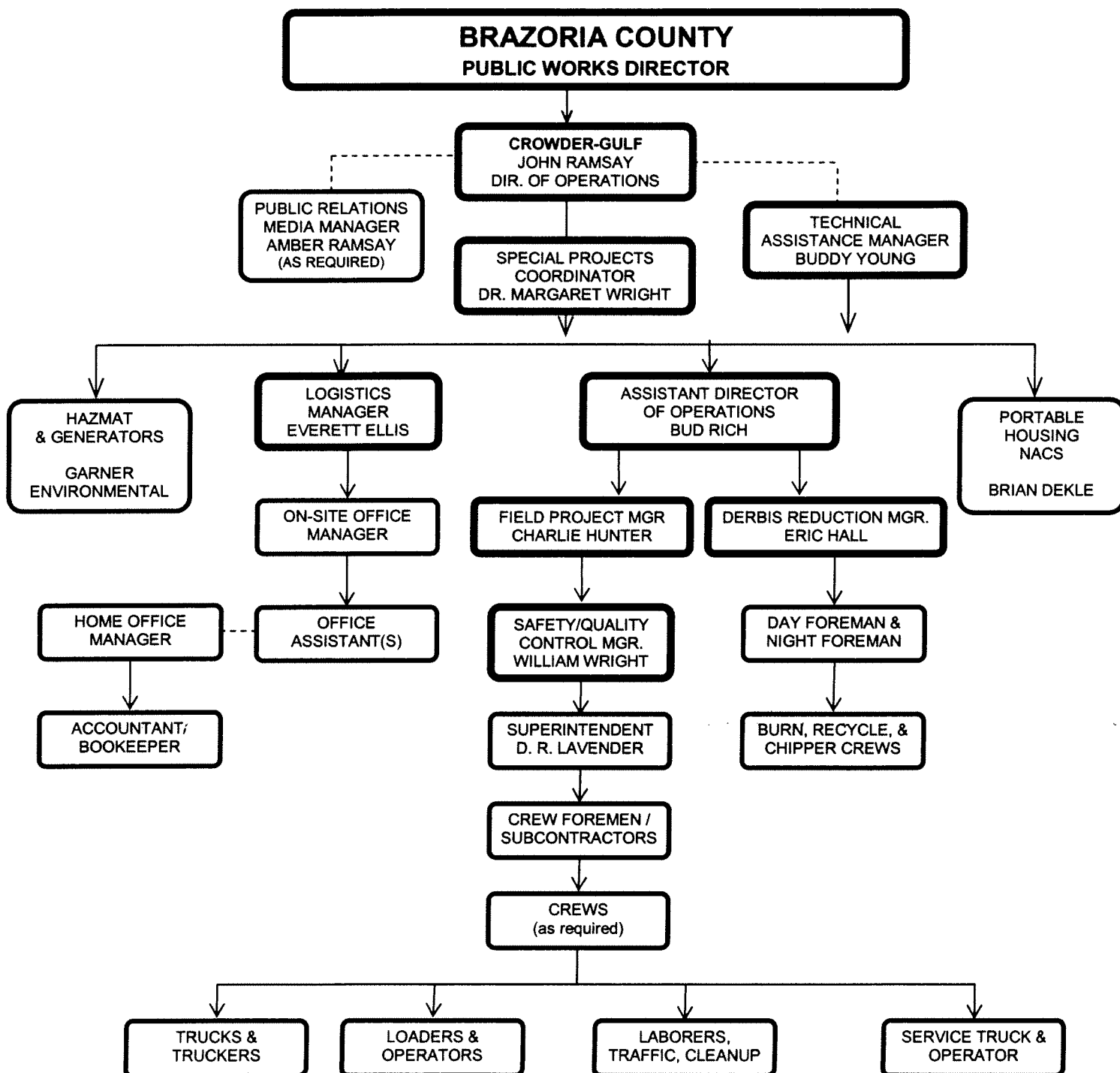
PLAN 2 - OPERATIONAL SUPPORT PLAN. The Operational Support Plan (OSP) provides guidance plus a checklist for the pre-mobilization, post-mobilization and response periods of time. The plan provides guidance for the Logistics Manager (LM) and all the employees that assist with the start up efforts and support the field operations until the last administrative action is complete.

The Logistics Manager is responsible to maintain, update and upgrade this plan. Of all the plans that make up the **DRMC**, this one is the most dynamic. Inasmuch as operational support is preponderantly composed of "staff" activity needed to keep "line" operations functioning efficiently, it has been assigned to the Logistics Manager (LM) with commensurate authority for its management. The three (3) organizational units that make up the field office are as follows:

- **Personnel Unit – General Tasks**
 1. Maintain employee field personnel files
 2. Maintain individual emergency information (with Safety Officer)
 3. Track individual organizational assignments
 4. Operate employee locator
 5. Perform "local hire" recruiting
 6. Set scope of "personal service" contracts
 7. Perform other personnel tasks as may be assigned
 8. Maintain Team Notification System
- **Logistics Unit – General Tasks**
 1. Arrange shipments and transport
 2. Arrange personnel travel
 3. Provide communication capability
 4. Provide procurement and contracting services
 5. Arrange office and billet accommodations
 6. Provide and distribute supplies and materials
 7. Maintain property accountability system
 8. Maintain security accountability system
 9. Perform other logistical tasks as may be assigned
- **Bookkeeping Unit – General Tasks**
 1. Provide billing and invoicing
 2. Provide advances of funds
 3. Execute payments and disbursements
 4. Maintain list and track use of local vendor accounts
 5. Process payroll
 6. Operate production/performance tracking and reporting system
 7. Operate central records and file retention system
 8. Perform other bookkeeping tasks as may be assigned
- **Team Notification System.** This is also referred to as the cascade plan or call down plan. The response action of Crowder-Gulf will depend on the availability of select persons to the DO and/or ADO at the time of need. The plan selects certain persons to call a set select number of Crowder-Gulf employees who will in turn call additional Crowder-Gulf employees to spread the call/recall to the maximum number of persons in the shortest period of time. This list and assignment of callers is kept current with no less than two exercises per year if the system is not exercised for a legitimate preparation to respond on a directed response to a Crowder-Gulf action, particularly to a pre-storm agreement. The decision to activate the system and the persons to be called are choices of the DO.

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FIELD ORGANIZATIONAL CHART. The Crowder-Gulf Field Organizational Chart provided below illustrates the positioning of key personnel and consultants, as well as the overall structure of all Crowder-Gulf personnel during storm debris operations.



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KEY PERSONNEL FIELD FUNCTIONS

- **Director of Operations (DO)**. The Director of Operations is the senior member of the Crowder-Gulf Team. As the DO and Team Leader the individual occupying this position is the ranking executive manager on-site. As such, he/she will serve as the Single Point of Contact (SPOC) for the client elected and/or appointed officials. The DO is responsible for the overall executive management of the entire disaster response. The DO has full authority to make and alter assignments of employees and subcontractors to direct collateral duties. The position incumbent provides comprehensive executive direction and oversight for all disaster response function, whether operational, administrative or compliance. Some of the primary functions of this position are, but not limited to:
 1. Meet with elected/appointed representative(s) for evaluation and prioritization of the client's needs and determine the sections of critical work.
 2. Assess damages, estimate manpower requirements and activate initial response and/or mobilization plan(s).
 3. Maintain daily communication with key officials to coordinate and assign or reassign crews to fulfill the client's ongoing debris management needs plus report work progress through completion of the debris operation.
 4. Maintain open line of communication and availability to Crowder-Gulf Management Team for decision-making and coordination of overall debris management tasks.
 5. Provide policy guidance and direction throughout the debris removal and reduction operation.
- **Assistant Director of Operations (ADO)**. The individual occupying this position is the second ranking executive manager on-site. The incumbent serves as the Field Operations Manager with direct responsibility and authority for all subordinate staff positions (subcontractors and Logistics Coordinator) as well as field line managers and supervisors of the joint venture. Some of the primary functions of this position are, but not limited to the following:
 1. Assist the DO with assessing damages, estimating manpower requirements and activating initial response and/or the mobilization plan(s).
 2. Locate staging and/or reduction areas plus possible disposal sites.
 3. Identify and coordinate segregation and correct disposal of hazardous waste plus the proper disposal of recyclable materials.
 4. Maintain daily communication with the staging, reduction and/or disposal site managers to assist in decision-making to ensure safe, efficient operations at all such locations.
- **Special Projects Coordinator (SPC)**. The responsibility of this individual is to assist the DO in the overall coordination of the debris management project. Communication between the field operations personnel and the office personnel is critical for a smooth, organized operation. This is one of the primary responsibilities of this individual. The SPC responsibilities may include, but not be limited to the following:
 1. Facilitate annual training and planning sessions for Crowder-Gulf personnel prior to disasters.
 2. Assist in training for County personnel prior to a disaster.
 3. Ensure that Field Supervisors and Office Personnel are kept informed on any County issues or problems that arise and need to be addressed by Crowder-Gulf.
 4. Conduct random checks to ensure documentation is being correctly completed in a timely manner.
 5. Facilitate communication throughout Crowder-Gulf management personnel to share best practices
 6. Assist the LM with tasks under the Personnel and Logistics Units listed above in Plan 2.
 7. Conduct an evaluation of Crowder-Gulf's performance upon completion of the disaster project.

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- **Logistics Manager (LM).** The responsibility of this position has been described and listed in the Operational Support Plan. The tasks and obligations of the LM are expanded here to include, but not limited to, the following:
 1. Coordinate initial deployment of personnel and equipment to include subcontractors and rental equipment.
 2. Contact local employment agency for additional labor and/or office personnel as needed.
 3. Secure cell phone and/or radios for Crowder-Gulf crew foremen and other key contact personnel to ensure locally based communications between all major functional units/crews.
 4. Maintain accurate records on all subcontractors employed by Crowder-Gulf to include insurance certificates, signed contracts, tax ID numbers and all other information as may be required of the local government or external funding agencies.
 5. Collect, compile and maintain all debris project files to include daily work hours for all crew members and equipment usage hours, trailer measurement forms, daily debris load tickets and all other supporting documentation and reports related to the debris operation.
 6. Report progress of crews to DO and ADO plus any client representative, upon request.
- **Safety/Quality Control Manager (SQCM).** The individual occupying this position is the staff manager with unique, specialized line authority to stop any unsafe field activity until the unsafe practices are remedied. The incumbent serves as the staff authority on safety and quality control issues and is responsible for the development and implementation of an incident specific Field Safety Plan. That plan will conform to the standing Safety Plan and Policy of Crowder-Gulf. It must include, as a minimum, safety training programs, field safety awareness initiatives, safety program briefings for new employees and subcontractors, a program of site safety inspections and a comprehensive safety incident and action tracking/reporting system.

This same individual is the staff manager responsible for the development and implementation of an incident specific Quality Control Plan that addresses the specific local conditions, thus constructing a unique, site-specific plan. Using informational performance and administrative reports, the SQCM will be responsible for the identification of performance deficiencies and opportunities for improved quality control. The SQCM is also charged with formulating a quality control reporting system to document operating deficiencies and/or any opportunities for improvement. The SQCM will conduct management staff discussions to elicit recommended actions to remedy deficient operations and improve others whenever possible. The incumbent will operate the Safety and Quality Control Plans under the direct line authority and full executive support of the DO and ADO. Some of the primary tasks and specific responsibilities of this position are, but not limited to, the following:

1. Implement Safety Plan and certify compliance with all local, state and federal requirements.
2. Communicate with crew foremen/subcontractors to verify Safety Plan is being fully implemented.
3. Collate, complete and distribute local information for Vital Information Packet to foremen/subcontractors for signature upon receipt.
4. Provide regular assessment of completed work of all crews to evaluate the work quality and safety of all field functions.
5. Work with foremen and supervisors to identify and resolve any unsatisfactory performance and/or related problems.
6. Investigate all property damage caused by Crowder-Gulf and/or its subcontractors to ensure appropriate correction to the satisfaction of the local government and/or property owner.
7. Report all incidences of loss or damage caused to appropriate insurance carrier.
8. Assure the safe installation and compliance of any/all temporary structure(s) or work sites used by Crowder-Gulf.

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- **Field Project Manager (FPM).** The FPMs are the “key middle managers” of the debris removal field operation and will be the liaison between Crowder-Gulf management and County field representatives. These individuals must possess organizational and interpersonal relation skills. They will be responsible for communicating operating and policy directions to all subordinates involved in debris removal in their designated clean-up area. They must also provide feedback to senior management from subordinates, work affected citizens and public officials within their area of operation. FPMs must possess and exercise a broad base of experience and knowledge regarding safety, workplace standards, equipment, etc. Some of the specific responsibilities are to:
 1. Coordinate activities of subcontractors assigned to their debris removal area.
 2. Supervise truck certifications and ensure proper documentation for all subcontractors is completed, accurate and turned in to office in a timely manner.
 3. Hold weekly (or as required) tailgate safety meetings with all debris removal personnel assigned to their detail.
 4. Monitor crews to ensure all safety regulations are followed.
 5. Communicate daily with County representatives to evaluate progress and make adjustments to daily debris removal plans.
 6. Collect daily truck tickets and ensure timely delivery to on-site office.
 7. Provide daily update of debris removal progress of all subcontractors to County personnel and to Crowder-Gulf management.
 8. Provide weekly forecast of debris removal activities within assigned clean-up area.
 9. Attend County meetings to communicate progress and receive County input on priorities.
- **Debris Reduction Manager (DRM).** The will be responsible for communicating operating and policy direction to all subordinates on the debris reduction site(s). They possess and exercise a broad base of experience and knowledge of safety, workplace standards, equipment, etc. The DRM must also assure vital span-of-control limits and provide feedback to senior management from subordinates, work affected citizens and public officials in the incident area of operation. Some of the specific responsibilities are, but not limited to, the following:
 1. Coordinate activities of day and night foremen at reduction site(s).
 2. Develop reduction site(s) management plan and build site to conform to contract specifications.
 3. Supervise construction of reduction site(s) inspection platforms to contract specifications and/or the standards set by the SQCM.
 4. Hold weekly (or as required) tailgate safety meetings with all reduction site(s) personnel.
 5. Coordinate with ADO for segregation and appropriate reduction/disposal of hazardous waste per applicable environmental laws.

Each of these key personnel is critical to an effective Crowder-Gulf response. As senior executives, managers and/or supervisors they must possess a high degree of professional skill, in addition to good leadership qualities.

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PLAN 3 - MOBILIZATION PLAN. The mobilization of Crowder-Gulf personnel and assets shall commence when directed by the DO. Mobilization will take place in accordance with the requirements of Brazoria County and may include:

- Providing an advance Crowder-Gulf team to the County Emergency Operations Center prior to hurricane landfall when the possibility of a disaster is forecast
- Marshaling/staging personnel and equipment for rapid deployment into the County while protecting those assets from damage/destruction from the event
- Being fully operational for clearing debris to open emergency routes within 24 hours of initial notice to proceed
- Being fully operational for hauling, sorting, and storing of debris within 48 hours of initial notice to proceed
- Maintaining full operational capability, 12 hours per day, 7 days per week for an extended period
- Rapidly adjusting the flow of resources based on the extent and magnitude of damage/debris.

The mobilization of Crowder-Gulf personnel and assets will commence when directed by the DO or ADO. The LM or the On-site Manager will institute assignment of personnel, as directed by the DO or ADO.

After a briefing to key personnel and consultants on the current situation and anticipated action for the next 12 to 24 hours, loaders, transport drivers and equipment operators will be instructed as to what equipment to load for shipment by the LM and/or DRM, as directed by the DO or ADO.

- **Plan Management.** The LM will coordinate the function of the Mobilization Plan at the direction of the DO or ADO. The "Call to Mobilize" may be imbedded in the first alert message sent to all key employees as set out in the Team Notification System. Assignment beyond those "standing responsibilities" will be instituted by the LM or the On Site Manager, as directed by the DO. After a briefing of key personnel and consultants of the current situation and anticipated action for the next 12 to 24 hours, loaders, transport drivers and equipment operators may/will be instructed as to what equipment to load for shipment by the LM and/or DRM.
- **Mobilization Parameters.** Upon receipt of a Task Order or Notice to Proceed, mobilization will take place in accordance with the following parameters:
 1. Management team and on-site office to be operational within 24 hours.
 2. Marshal/stage personnel and equipment for rapid deployment into the affected area while protecting those assets from damage/destruction from the event;
 3. Be fully operational for clearing debris to open emergency routes within 24 hours.
 4. Be fully operational for hauling, sorting, and storing of debris within 48 hours.
 5. Be fully operational for reduction and disposal of debris within 72 hours.
 6. Maintain full operational capability, 12 hours per day, 7 days per week for an extended period
 7. Rapidly adjust the flow of resources based on the extent and magnitude of damage/debris
- **Early Communication with County Officials.** Crowder-Gulf's DO will make initial contact with the manager assigned to the affected area. Prior to commencement of debris removal operations, County, utility companies, and other designated officials will be consulted, noting any special considerations, before any operational decisions are made.
- **Mobilization of Manpower and Equipment.** Crowder-Gulf's Assistant Director of Operations (ADO) will be responsible for the coordination of mobilization of Crowder-Gulf and subcontractor crews. Crowder-Gulf's LM will coordinate mobilization of company-owned, rented, and subcontractor loading and hauling equipment to the affected area.

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- **On-Site Office and Lodging.** Crowder-Gulf's LM will set up an office (a mobile office if conditions dictate), centrally located within the affected area, to serve as the administration and communication center for Crowder-Gulf's operations. Lodging facilities for all personnel will be secured at the closest available sites within the disaster area.
- **Mobilization Response Times.** Crowder-Gulf shall commence mobilization of equipment, operators, and laborers, from throughout the Southeast, immediately upon receipt of a Notice to Proceed to meet or exceed the schedule set forth below:

<u>Category 1 & 2</u>		<u>Category 3</u>	<u>Category 4*</u>	<u>Category 5*</u>
Within 24 hours	80%	40%	30%	15%
Within 48 hours	100%	75%	40%	25%
Within 72 hours		100%	50%	45%
Within 96 hours			70%	60%
Within 7 days			100%	80%
Within 10 days				90%
Within 14 days				100%

*Note – Manpower and equipment for major storms will generally be available sooner than the times shown above. From a practical matter, however, the magnitude of damage created by such storms may physically inhibit our ability to mobilize some manpower and equipment within the time frames shown.

- **Key Tasks and Functions.** The following chart shows the key mobilization tasks and functions:

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TASKS / FUNCTIONS	RESPONSIBLE PERSONNEL	TIME FRAME (from Notice to Proceed)
Activate Team Notification Procedures	DO, ADO, LM	Immediately
Advance team to County Emergency Operations	DO, ADO	6 to 12 hours
Setup Mobile Command Center (if required)	LM	6 to 12 hours
Brief all Key Personnel on Status	DO, ADO, LM	6 to 12 hours
Assess damage area for manpower and equipment requirements	DO, ADO, LM	12 hours
Begin first wave mobilization of manpower	ADO, SPC, LM,	Within 24 hours
Collaborate with client to identify and plan emergency clearance priorities, possible work site limitations and/or assessment of suspected hazardous materials	DO, ADO, SQCM	Within 24 hours
Obtain required permits <u>if applicable</u>	ADO	Within 24 hours
Set up on site – mobile command center/onsite office, Staging area(s)	LM, OOM	Within 24 hours
Certify Truck Capacities	FPM, CF	Within 24 hours
SPECIAL DEBRIS REMOVAL ACTIVITIES TASKS/FUNCTIONS		
Identification of hazardous waste	SQCM, FPM, CF, Crews	As Required
Identification of recyclable materials for proper disposal	FPM, DRM	As Required
Client changes in task completion date	ADO, FPM, DRM	As Soon As Possible
Assess impact of approaching inclement weather	ADO, FPM, DRM	As Soon As Possible
State/Federal directed increase in speed for critical debris removal	ADO, FPM, DRM	As Soon As Possible
Revise Management Plan	ALL	As may be required
DEMOLITION KEY TASKS/FUNCTIONS (see Plan 5 – Debris Reduction Site Closure for more details)		
Coordinate final inspection with client	DO, ADO	Upon completion of last pass
Demobilization of crews, subcontractors and equipment	DO, ADO, LM, FPM	Upon completion of contract tasking
Detailed, post-contract evaluation	DO, ADO, LM	Within 1 month of contract completion
Revise Plans	ALL	As may be required
Legend		
DO - Director of Operations	SQCM - Safety/Quality Control Specialist	
ADO - Assistant Director of Ops	FPM - Field Project Manager	
LM - Logistics Manager	CF - Subcontractor/Crew Foreman	
DRM - Debris Reduction Manager	OOM - Onsite-Office Manager	

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PLAN 4 - SAFETY POLICY AND PLAN. This plan will provide mandated directives, required actions, procedures and guidance for all levels of employees of Crowder-Gulf. The plan is intended to assure that all employees of the joint venture are made safe, work safe and remain safe by strict adherence to the components of this plan.

SAFETY POLICY. Crowder-Gulf is committed to providing all employees with a safe work environment. Employees must report unsafe conditions and must not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries and unsafe conditions to their supervisors. No safety report will result in retaliation, penalty or negative consequences. Employee suggestions on improving health and safety conditions will be given thorough consideration. Management will give top priority to and provide the financial resources for the correction of unsafe conditions. Similarly, Crowder-Gulf will take disciplinary action against any employee(s) who willfully or repeatedly violate workplace safety rules. This action will include verbal or written reprimands and may result in termination.

Senior Management will be actively involved with employees in establishing an effective safety program. Our Safety/Quality Control Manager and other members of the management team will participate with clients or their employee representative in safety program activities. This participation will include Crowder-Gulf sponsored:

- Safety Education and Training
- Reviewing workplace safety rules
- Crowder-Gulf and Client employee(s) promotion of safety participation
- Tool Box sessions on Health and Safety
- Accident critiques with refresher reviews

This safety philosophy statement embodies the Crowder-Gulf commitment to and involvement in providing a safe work environment. The Safety Plan will set the standards that implement the philosophy for this joint venture. Compliance with the safety rules will be required of all employees as a condition of continued employment. It is the policy of Crowder-Gulf that all safety measures and rules be carried out to the fullest. To implement this policy the following assignments are made with the full support of the joint venture management.

Safety/Quality Control Manager (SQCM)

1. Establish rules and programs designed to promote safety and make these rules and programs known to all employees.
2. Make available the necessary training for employees to perform their jobs safely.
3. Provide protective equipment as applicable.
4. Impress upon everyone the responsibility and accountability of each individual to maintain a safe workplace.
5. Record all instances of violation and investigate all accidents.
6. Discipline any employee willfully disregarding this safety policy.
7. Require all subcontractors and material suppliers to follow safety rules.
8. Encourage all contractors to work safely.
9. Conduct periodic safety inspections of all jobs in progress.
10. Appoint a Safety Foreman (reporting directly to management) with enforcement authority over safety matters.

Safety Foreman

1. Carry out overall company safety activities as assigned by the SQCM.
2. Make available safety materials for safety meetings, first aid equipment and posters as required by federal, state and local agencies.

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3. Make safety training (including first aid training) available to Field Supervisors and Crew Foremen.
4. Chaperon safety inspections of all job sites, maintain records and continually monitor all aspects of the safety program for effectiveness.
5. Instruct new employees and existing employees performing new tasks in safe working practices and provide their crew with continuing instruction on safety requirements, including conducting weekly tool box talks.
6. Hear and investigate employee complaints on hazardous conditions, materials or equipment.
7. Install and maintain devices to protect the public from Crowder-Gulf operations.
8. Make sure all work is performed in a safe manner and no unsafe conditions, which are within the scope of the position.
9. Secure prompt medical attention for any injured employee.
10. Report all injuries and safety violations to SQCM.

Workers

1. Work safely in such a manner as to ensure his/her own safety as well as that of co-workers and others.
2. Request help when unsure how to perform any task safely.
3. Correct unsafe acts or conditions within the scope of immediate work.
4. Report any uncorrected unsafe acts or conditions to supervisor.
5. Report for work in good mental and physical condition to safely carry out assigned duties.
6. Avail themselves of company and industry sponsored safety programs.
7. Use and maintain all provided safety devices.
8. Maintain and properly use all tools.
9. Follow all safety rules.
10. Provide help with safety equipment to fellow employees.
11. Ask immediate supervisor if there are any questions concerning procedures or hazardous materials.
12. Respect, accept and carry out all safety instructions of the Safety Foreman and/or SQCM.

Subcontractors / Suppliers

1. Abide by all the safety rules of Crowder-Gulf and other subcontractors.
2. Notify all other contractors when actions or activities undertaken by them could affect the health or safety of employees of other companies.
3. Check in with job site supervision or Safety Foreman upon entering a job site.
4. Inform prime contractor or site foreman of all injuries to workers (loss time and non-loss time injuries/accidents).
5. Report to controlling contractor any unsafe conditions that come to their attention.
6. Accept Subcontractor Safety Agreement. (See Plan 4, Page 5, Annex A)

Visitors

1. Abide by all common sense safety rules.
2. Log in with proper person so that protective equipment can be provided (if required).
3. Refrain from entering construction area without contacting the proper party.
4. Return any/all protective equipment, i.e. hardhat, unless authorized to retain based on frequency of site visits.
5. Log out at end of visit or inspection.

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PLAN 5 - DEBRIS OPERATIONS PLAN

- **Sectionalization / Crew Assignments.** Upon receipt of a Task Order or Notice to Proceed, Crowder-Gulf will study the affected area and divide it into sections and assign crews, subcontractors, and equipment.
- **Daily Coordinated Issue Management.** Daily meetings between Field Project Manager (FPM), the Subcontractor Crew Foreman Coordinator (SFC), and the ADO, or designee, are required and will be conducted to discuss progress, potential and/or needed adjustments, changes, problems, concerns, accidents, and any other issues that need to be communicated to the DO. Response Plan adjustment decisions, to increase/decrease manpower and/or equipment, change work areas, and/or improve productivity and work quality, will be made by the DO based on daily evaluation reports from the ADO and County personnel input.
- **Daily Quality Reviews.** The Safety Quality Control Manager (SQCM) will monitor ongoing progress, the quality of work being performed, any and all safety concerns, and any property damage.
- **Accurate Record Keeping.** Hours worked by crewmembers and equipment will be recorded daily by the FPM or designee, checked for accuracy and entered into our computer database. Additional information is described in the Project Documentation and Reimbursement Plan.
- **Safety is Paramount.** The SQCM will require and monitor strict adherence to all safety requirements, and daily reporting of any accidents and/or property damage. The SQCM will also be responsible for coordinating and conducting safety meetings with crewmembers and subcontractor personnel.
- **Drug Free Working Environment.** The SQCM will be responsible for monitoring and ensuring that all employees are drug free in accordance with our Company Policy.
- **Truck and Equipment Maintenance.** Good, well-maintained trucks and equipment are essential for efficient operations. Crowder-Gulf's crew foremen, subcontractor foremen, and the FPM will be responsible keeping all trucks and equipment in good working condition and prepared for each workday. A Crowder-Gulf mechanic will be on the job for troubleshooting and maintenance of equipment. Local mechanic shops will also be utilized.
- **Traffic Control.** Crowder-Gulf will use its best efforts to mitigate the impact of debris removal operations on local traffic. Sufficient signing, flagging, and barricading will be used to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable Federal, State, local laws, regulations and ordinances.

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DEBRIS REMOVAL PLAN

- **Emergency Road Clearance.** Emergency clearance of debris from public streets and rights-of-way for access by emergency personnel normally takes place during the first 72 – 100 hours of a major disaster event. Emergency road clearance, also referred to as cut-and-toss or push, consists of pushing debris to the sides of roads and streets to open them for emergency crews and equipment. Upon award of contract, Crowder-Gulf will meet with County personnel and develop a Preliminary Emergency Operations Plan. The plan will include the use of local subcontractors and County or State DOT personnel and equipment if the County wishes to utilize these assets. The plan will include the following elements:
 1. Initial damage assessment to include a windshield survey (if possible) or flyover (if necessary)
 2. Determination of street/route priorities
 3. Assignment of debris push teams
 4. Conduct Emergency Road Clearance Operations
 5. Continual assess of requirement for emergency operations and modification of plan in real time.
- **Public Right-Of-Way Debris Removal.** After the emergency push phase is complete, to clear debris from all County public property, public rights-of-way, streets, roads, and easements in a timely and efficient manner, Crowder-Gulf would proceed as follows:

In order to clear debris from all County roads and streets in a timely and efficient manner, Crowder-Gulf would proceed as follows:

1. Upon award of a contract, Crowder-Gulf will study the affected area and divide it into a minimum of two (2) sections and assign a field project manager or supervisor and crews or subcontractors to each section.
2. Upon award of a contract, Crowder-Gulf will meet with County officials to assess and determine the location of potential temporary debris storage and reduction sites. The scope of the disaster and resultant damage will determine the number of sites required. If Crowder-Gulf feels more TDSRS's are needed, we will work with the County to identify other potential TDSRS's either public or privately owned.
3. Each crew or subcontractor will be, at a minimum, equipped with the following men and equipment:

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Heavy Debris Removal Crews

Manpower/Equipment Required	Task Responsibility	Number per Crew
Crew Foreman with experience in organizing and running crews with previous work in disaster related jobs.	Provide on-site management of crew to ensure quality performance, safety, and maximum productivity.	1
Rubber-tire Loaders, Extended Boom, forklifts w/debris forks, and/or Bobcat with Operator	Pull debris from curbs and consolidate at street intersections for loading.	3 to 4
Truck Loading Equipment & Operators Truck loading equipment will be of the following types: A. Rubber tire articulated loader with debris rake & clamp. B. Knuckleboom with grapple. C. Rubber tire excavator with grapple.	Load trucks with debris.	3
50 – 80 CY Dump Trucks with drivers	Haul debris to Temporary Debris Storage and Reduction Sites	15 to 20
Chain Saws & Experienced Operators	Reduce large trees and limbs to manageable size and trim debris hanging from loaded trucks.	2 to 3
Flagmen	Direct traffic flow and truck movement.	4 to 6
Laborers	Gather small debris that loaders are unable to grasp.	6 to 8

Self-Loader Debris Removal Crews for Light Vegetative Debris

Manpower/Equipment Required	Task Responsibility	Number per Crew
Self-loader trucks with operator	Pick up debris from curb side	5 to 8 35 – 60 cubic yard trucks
Foreman	Supervise and route trucks	1
Laborers and/or Flagmen	Pick up small debris / Flag traffic	1 to 2 per truck

DEBRIS REDUCTION PLAN. Debris reduction is normally accomplished by burning (open or air curtain incineration) or grinding. For large amounts of vegetative debris, Crowder-Gulf normally recommends burning if permitted by conditions and regulations. Burning can reduce the volume of debris up to 90%. Grinding normally reduces the volume by 40-50% and creates the problem of disposal of the chips.

- **Mobilization.** Within a maximum of three (3) days of disaster, debris reduction equipment will be mobilized and operational at designated **Temporary Debris Staging and Reduction Sites (TDSRS)**. The manpower and number of burners, chippers, grinders, and other reduction equipment will be determined by the volume of debris produced by the particular disaster. The LM will work closely with the DRM to mobilize the needed debris reduction equipment.
- **Site Preparation and Inspections.** Crowder-Gulf will thoroughly videotape and/or photograph each TDSRS, and collect and test environmental samples at each site prior to commencement of storage activity. Sites that are used for collection of ash, household hazardous wastes, fuels, and

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other materials that may contaminate soils or groundwater shall be lined. Perimeter berms shall be constructed to preclude and prevent runoff. No dumping activity will begin without prior approval of the Client. The SQCM, in conjunction with Client officials, will be responsible for inspection of dumpsite operations. Periodic additional videotaping or photographing and sampling will occur to document site evolution.

- **Debris Reduction Plan Time Line.** The following chart of the Debris Reduction Plan provides an overview and identifies both the management personnel responsible and the time frame within which each task shall be completed:

DEBRIS REDUCTION PLAN TIME LINE		
TASK	PERSONNEL RESPONSIBLE	TIME FRAME (from Notice to Proceed)
Requirements assessment of damaged area for TDSRS requirements	DO, ADO, SQCM	Within 24 hrs
Develop dumpsite according to Management Plan, including road construction, erosion control, portable office and toilet facility.	DRM, DF, NF	Within 48 hrs
Construct observation platform.	DRM, DF, NF	Within 48 hrs
Construct grinding, burn pit, ash storage, & hazardous waste storage areas.	DRM, DF, NF	Within 48 hrs
Determine the number of burners and chippers required per site.	ADO, DRM	Within 48 hrs
Ensure Hazardous Waste Plan in place.	ADO, DRM	Within 48 hrs
Begin construction of burn pits.	ADO, DRM	Within 48 hrs
Complete installation of burners.	ADO, DRM	Within 72 hrs
Secure permits and transport grinders to designated reduction areas.	DRM, LM	Within 72 hrs
Set up grinders.	DRM	Within 72 hrs
Maintain records of hours worked for operators, location worked, repairs, etc.	DRM, DF, NF	Daily
Ensure maintenance of burners & grinders.	DRM, DF, NF	Daily
Make dumpsite adjustments.	ADO, DRM	Daily
Provide daily operations reports to DO & Client	ADO, DRM	Daily
Inspect dumpsite operations for safety & quality control monitoring	SQCM, CLIENT	Daily & periodically
Handle hazardous waste.	Garner Environmental	As required
Provide for demobilization of equipment.	DRM, LM	Upon completion of all tasks
Legend		
DO - Director of Operations	DRM - Debris Reduction Manager	DF - Day Foreman
ADO - Assistant Director of Ops	LM - Logistics Manager	NF - Night Foreman
SQCM - Safety, Quality Control Manager		

- **Debris Reduction Crews.** Upon award of a contract, the Management Team will look at the TDSRS/s that the County has available to determine if they are sufficient and strategically located. If more TDSR sites are needed, the Team will work with the County to identify other potential TDSR sites, either public or privately owned. Site plans will be developed for each TDSR.

Crowder-Gulf anticipates having burn and chip sites combined. When this is possible, spotters, laborers, and foremen at the dumpsite will be the same for burning and chipping. One (1) grader will maintain roads, and the same track hoes and bulldozers will be used to stockpile debris

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for burning and chipping operations. Our Basic Debris Reduction Crew per site is shown on the following chart:

Basic Debris Reduction Crews		
Manpower / Equipment	Task Responsibility	Number per Crew
Dumpsite Reduction Manager	Supervise set up and daily operations of debris reduction site.	1 / Site
Day Foreman	Monitor incoming trucks. Direct separation of materials. Supervise reduction crews.	1 / Site
Night Foreman	Supervise reduction crews.	1 / Site
Spotters	Monitor incoming debris type for designated areas.	2 - 4 / Site
Flagmen	Direct flow of incoming and outgoing trucks at site.	2 - 4 / Site
Burn Crew		
Technician / Mechanic	Initial set-up of burner. Assist starting of fires according to the Operator Manual. Daily maintenance of & care of burner & loader equipment.	1 / Site
Bulldozers and Track Hoe w/grapple - with Operators	Build burn pit according to Operations Manual. Clean ash from pits and pile in designated areas. Stockpile debris.	2 - 4 / Site
Road Grader with Operator	Maintain roads and site.	1 / Site
Front End Loaders with Operators	Supply debris to burn pit. Stockpile material.	1 - 2 / Burn Pit
Spotters	Ensure drivers dump loads in proper location.	1 - 2 / Site
Laborers	Police area and assist other workers at burn site.	2 - 4 / Site
Night Watchman	Monitor burn pits and secure site.	1 / Site
Chipping Crew		
Grinder Operator	Fuel tub grinder and control grinder.	1 / Grinder
Bulldozers and Track Hoe w/grapple - with Operators	Stockpile debris & finished chips. Supply debris to grinder.	2 - 4 / Site
Road Grader with Operator	Maintain roads and site.	1 / Site
Front End Loaders with Operators	Supply debris to grinder. Stockpile material.	1 - 2 / Site
Spotters	Ensure drivers dump loads in proper location at grinder and stockpile.	1 - 2 / Site
Laborers	Police area and assist other workers at burn site.	2 - 4 / Site
Night Watchman	Monitor burn pits and secure site.	1 / Site
Recycling Crew		
Burn & Chipper Crew	Separate recyclable materials from incoming debris & move it to designated storage areas.	4 - 6 / Site
Spotters	Direct clean loads of recyclable material to storage areas.	1 - 2 / Site

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- **Debris Reduction Plan Details.** The DRM will require the separation and segregation of all loads deposited at the debris-staging site. Debris will be segregated into six (6) distinct areas for reduction and/or further handling, are:
 1. Clean, vegetative debris
 2. Vegetative debris containing other foreign matter
 3. Construction and Demolition (C&D) Debris
 4. Salvageable or recyclable debris
 5. White Goods
 6. Hazardous or toxic materials / waste

Debris reduction site segregation is a secondary effort to roadside segregation. However, such roadside segregation and separation shall not impede traffic or substantially reduce removal production, as this important process can be accomplished at the debris staging site. If site segregation is required because of mixed loads, the separation will reflect the six categories cited in this plan. Each category of debris will be dealt with in full compliance with the Crowder-Gulf Environmental Plan and/or state and federal standards.

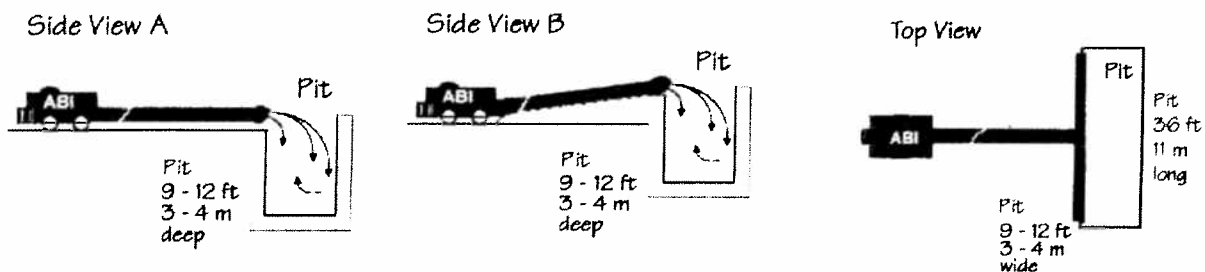
Vegetative debris will be placed into no less than two or three piles, which will allow for volume reduction without interfering with the ongoing dumping operation or until the dumping and/or reduction operations are complete.

Construction and demolition debris will be separated for possible machine reduction unless directed by the Client to be re-hauled for disposal as unreduced debris. White goods will be degassed, crushed and bailed for sale as scrap metal.

Open-air burning will only be commenced and conducted with concurrence of the Client. This type of burning will be strictly limited to clean, vegetative debris and to daylight hours. Open-air burning shall not be conducted within 1,200 feet from any structure (other than inspection tower) and no less than 200 feet from any other pile or type of debris on site.

Air Curtain Incineration (ACI) will be commenced and conducted with concurrence of the Client. All site personnel operating an ACI will be briefed on all aspects of this method of reduction, including shut down, fire suppression and safety concerns. ACI will be limited to clean vegetative debris, unless the Client directs the reduction of wood C&B by this method. Any debris suspected of containing hazardous materials of any type will **NOT** be burned in any ACI operation.

ACI will be conducted in a pit environment. Pits will be dug to a depth of approximately 9 to 12 feet by 15 feet wide and in a length not greater than 1.25 times the length of the air curtain nozzles. In high water table areas, burn pits will be constructed above ground, using stable materials, to the same dimensions as below ground pits. Fire Safety Separation from other debris or structures is the same as Open Air Burning.



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The pit fire shall be extinguished every 24 to 30 hours for cooling and ash removal. All pit ash shall be considered a hazardous material and treated as a special substance. All ash removed from a burn pit must be stored in a specified location according to the site-specific management plan for transport or disposal in a permitted landfill.

All fire protection efforts will be set in place and maintained for any burning operation consistent with the debris staging site management plan.

Water trucks shall be equipped with tanks, pump hoses and nozzles to contain and suppress any fire threat for an Open Air or ACI operation.

Grinding and/or chipping is another method for organic debris reduction. More costly than burning, grinding and chipping products have potential for other uses. Wood chips can be stored short-term for possible sale as fuel, mulch, or landfill cover. Experience has shown a multiple-pile storing process to be safe and efficient. Mulch and chip piles will be monitored closely for excessive heat build up. Pile reformation (airing) may be required to prevent combustion before haul out for final disposal.

Grinding and/or chipping operations will be accomplished on the type of debris (vegetative and/or C&D) as directed by the Client. Grinding and/or chipping of vegetative debris will be accomplished as set out below:

- Vegetative debris will be placed into two separate piles.
- Pile one will be accumulated until a sufficient quantity is available to commence a continuous reduction operation.
- Pile two will be started and accumulated until the reduction of pile one has been completed. At which time, dumping of vegetative debris on pile two will cease and pile one will be replenished. This rotation will continue until the task is completed.
- All personnel involved in vegetative debris grinding and/or chipping operations will receive a safety briefing for all effected job functions.
- A track-type tractor with blade or a rubber-tired loader will pick up and stockpile chips for temporary storage away from the immediate reduction area.
- Chips will be removed from TDSRS as quickly as possible to reduce the threat of fire.

The Crowder-Gulf Environmental Protection Plan will address and provide detailed guidance on debris staging site environmental concerns such as dust, smoke, erosion, storm water plus hazardous and toxic wastes. If the debris-staging site is an environmentally sensitive area or has historical sites in close proximity, special environmental consideration must be taken to protect and preserve such areas.

Debris Reduction Site Checklist. In addition to the general debris reduction guidance listed above, the following is a checklist for the DRM and/or other supervisors to follow for reduction site preparations, operations and closure.

1. Site Preparation

- a. Survey and mark boundaries of site.
- b. Document by videotape and/or photograph pre-existing site conditions that could affect site closure or remediation.
- c. Design and construct entrance to site. Factors to include:
 - Culvert for water control.
 - Solid road materials.
 - Security gate and fence to control after hours dumping and public trespass.
 - Elevated stand for ticket checker and load inspections.
- d. Design and construct site road (if required).

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- Grade for proper drainage.
- Pick the most efficient trucking circuit.
- Compact and level area in front of pit for trucks to dump.
- Minimize truck backing and traffic crossing.
- e. Design and construct ash storage area. Factors to consider:
 - Size of area for expected production.
 - Operating range of loading equipment.
- f. Design and construct burner pits.
 - Two- (2) pits placed perpendicular allows for easy movement of burner in case of change in wind.
 - Allow for access of fuel and maintenance trucks.

2. Pre-Operation Check List

- a. Check operators training.
 - Familiarity with ACI Operations
 - Safety
 - Permit procedures
 - Quality control and reports
 - Operational tasks
 - 1) Check emergency shut down(s)
 - 2) Check equipment readiness

3. Site Operations

- a. Monitor incoming trucks.
- b. Check compliance with quality control plan.
- c. Inform drivers of route, dump procedures and issue site map.

4. Separation of materials

- a. Route unapproved materials (C&D or White Goods).
- b. Route clean burnable material to burn pit or to grinding area.
- c. Provide temporary storage for hazardous or dangerous materials such as transformers, petroleum products, radioactive materials, medical waste, explosives and LP bottles. Inform authorities of quantities and types of hazardous materials; arrange for removal by licensed hauler and documentation of materials as required by contract.

5. Staging Area Procedures

- a. Instruct trucks where to dump all materials.
- b. Maintain access road and area between windrows for truck operation.
- c. Turn windrows to remove dirt and accelerate drying.
- d. Fire base material and start ACI.
- e. Check for smoke/ash release and control with ACI.
- f. Fuel pit with material to maintain clear burn conditions.

6. Cool Down Period

- a. Route trucks to staging area.
- b. Halt pit charging.
- c. Compact materials towards center of pit to maintain heat.

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7. Shut Down Period

- a. Flood pit with water or cover with sand to control ash and charcoal dust.
- b. Maintain burner and loader equipment.
- c. Excavate ash and charcoal from pit and place in ash storage area.
- d. Separate large unburned charcoal and place in charcoal area.
- e. Maintain pit walls and air manifold placement.

8. Restart

- a. Place charcoal in pit, re-ignite and add vegetative debris.

9. Site Closure

- a. Shut down burn operations and remove equipment, tower and any other temporary buildings or site improvements.
- b. Return burn pits to existing grade.
- c. Haul any unburned materials to appropriate facility.
- d. Recycle any separated metals, plastics, white goods or other materials and document quantities and types as required by contract or regulations.
- e. Arrange for soil and/or ground water testing for contaminants (if required).
- f. Complete remediation or replacement of soil (if required).
- g. Return all storage areas and roads to level pre-existing grade.
- h. Disc and seed all disturbed areas with appropriate grass species, cover and water. Remove security gate, fence, entrance roads and culverts.
- i. Arrange for site inspection by owner and correct any other site damages. Complete owner inspection and correct any discrepancies. Obtain site release.

Appendix P

DEBRIS MANAGEMENT CHECKLIST

Task	Task Assigned To	Date/Time Completed
Normal Operations		
All departments update contact lists.		
The Engineering Department evaluates Debris Management Sites (DMS) locations.		
The Engineering Department reviews road list and road maps.		
The Engineering Department reviews FEMA guidance.		
Pre-Event Operations		
The Engineering Department downloads most recent road list and relevant documents to a backup storage device.		
The Engineering Department alerts key personnel and place monitoring firm and debris removal contractors on stand-by.		
The Engineering Department reviews debris management plan with key personnel via conference call or at the Engineering facility.		
The Public Information Officer issues pre-event media press releases.		
The Purchasing Department and the District Attorney review contracts for accuracy.		
The Engineering Department issues the Notice to Proceed.		
The Engineering Department reviews pre-identified DMS locations for capacity and permits.		
Environmental Health and the Engineering Department determine if citizen drop-off sites will be available and operated by the County.		
The Engineering Department facilitates a pre-event coordination meeting with contractors.		
The Engineering Department stages debris monitoring and removal contractors.		

Appendix P

Task	Task Assigned To	Date/Time Completed
The Engineering and Parks Departments stage equipment for debris operations.		
Response Operations		
The Engineering Department coordinates with the Emergency Operations Center and Fire/Search and Rescue to confirm emergency priority roads.		
The Engineering Department coordinates with the monitoring firm to conduct an impact assessment.		
The Engineering and Environmental Health Departments coordinate with Fire/Hazardous Materials Teams to assess hazardous materials debris.		
The County Engineer coordinates with the Purchasing Department to activate monitoring firm and debris removal contractors by issuing a Purchase Order and a Notice to Proceed.		
The Engineering Department notifies debris haulers to begin emergency roadway debris clearance.		
The Engineering Department conducts meetings/briefing with key personnel.		
The Engineering Department reviews debris volume and collection cost assessment.		
The Engineering Department and the debris removal contractors coordinate to prepare DMS based on concentration of debris.		
The Engineering Department and the monitoring firm begins truck certification.		
The Public Information Officer issues media press release regarding the initiation of debris removal operations.		
The Engineering Department conducts daily coordination meeting with contractors.		
The Engineering Department determines force account requirements and staffing needs (debris, Public Assistance, etc.) with the Human Resources Department.		

DEBRIS MANAGEMENT CHECKLISTS

Task	Task Assigned To	Date/Time Completed
Recovery Operations: 2 Day – 2 Weeks		
The Engineering Department coordinates with the debris removal contractors and Environmental Health Department to open DMS.		
The Engineering Department coordinates with Emergency Management to prioritize roads/areas and disseminate that information to the debris removal and monitoring contractors.		
The Engineering Department requests contact information and meeting with FEMA Public Assistance Officer. Attendees should include: ▪ Emergency Management ▪ Engineering Department ▪ Public Information Officer ▪ Purchasing Department ▪ FEMA Public Assistance Coordinator ▪ State of Texas Public Assistance Coordinator ▪ Debris monitoring firm		
The Public Information Officer issues the second press release regarding segregation of debris.		
The Engineering Department coordinates with the debris removal and monitoring contractors to begin ROW debris removal.		
The Engineering and Environmental Health Departments coordinate with the debris contractors and Sheriff's Office to open citizen drop-off stations.		
The Agricultural Extension coordinates with the USDA and the TAHC to remove animal carcasses.		
The Parks Department performs parks damage assessment.		
The Engineering and Environmental Health Department coordinate with FEMA and TCEQ to begin environmental monitoring program of DMS locations.		
The Engineering Department and Emergency Management coordinate with		

Appendix P

Task	Task Assigned To	Date/Time Completed
external agencies.		
The County Engineer initiates discussions with FEMA.		
The Engineering Department obtains FEMA guidance for gated community and private property debris removal.		
Recovery Operations: 2 Weeks – 1 Month		
The Engineering Department maintains and evaluates ROW cleanup.		
The Engineering Department coordinates with debris removal contractors to open additional DMS as necessary.		
The Engineering Department continues daily meetings with FEMA.		
The Engineering Department coordinates with debris removal contractors to begin debris removal from private property and gated communities.		
The Engineering Department coordinates with the PIO to communicate project close-out to residents via press release.		
Recovery Operations: 1 Month – 3 Months		
The Engineering Department maintains and evaluate ROW cleanup – vegetative and C&D.		
The Engineering Department coordinates with debris removal contractors to begin ROW leaners/hangers program.		
The Engineering Department coordinates with debris removal contractors to initiate haul out.		
The Engineering Department progresses to weekly meetings with the FEMA.		
Recovery Operations: 3 Months – Project Completion		
The Engineering Department completes all debris recovery activities.		
The Engineering Department, with assistance from the monitoring firm, identifies ineligible debris on ROW.		
The Engineering Department coordinates with debris removal contractors to complete		

DEBRIS MANAGEMENT CHECKLISTS

Task	Task Assigned To	Date/Time Completed
the disposal of reduced debris.		
The Engineering Department coordinates with debris removal contractors to close out and remediate DMS locations.		
The Engineering Department conducts project close-out meetings with FEMA and external agencies.		