



**CITY COUNCIL REGULAR MEETING
MONDAY, JULY 11, 2022 – 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TEXAS 77546**

AGENDA

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE – United States and State of Texas

4. COUNCIL COMMENTS AND REPORTS

Notice is hereby given in accordance with Section 551.0415 of the Texas Government Code, the City Council of the City of Friendswood may receive reports about items of community interest from City staff and/or a member of the City Council, but no action or possible action shall be taken or discussed concerning the subject of such report, except as provided by Section 551.042 of the Texas Government Code.

5. PUBLIC COMMENT

In order to comply with the provisions of the Texas Open Meetings Act, the City Council may not deliberate any item not listed on the agenda, as such, the City Council will listen to public comment and may (i) refer the item to City Management for further action or (ii) direct staff for the placement of said item on a future agenda. During public comment, the public shall refrain from any outbursts, or interjections including but not limited to: applause, disparaging noises and remarks. Furthermore, any personnel complaints against a City employee, aside from the City Manager, City Attorney or Municipal Judge, shall not be discussed and shall be referred to City Management.

6. COMMITTEES OR SPECIAL REPORTS

A. Receive the West Ranch Management District Annual Report.

7. WORK SESSION TOPICS

A. Receive and discuss a presentation of the Multi-Year Financial Plan and preliminary FY2023 Proposed Budget summary review .

8. CITY MANAGER'S REPORT

A. Provide an update on Movies in the Park.

B. Provide an update regarding the Friendswood Library Town Hall meeting to be held July 19th.

C. Provide an update regarding the Texas City Manager Association June meeting.

D. Provide an update regarding City waterline breaks and repairs.

E. Provide an update regarding Friendswood VFD EMS receiving the 2022 American Heart Association's Mission: Lifeline® EMS Gold Plus Achievement Award.

9. BUSINESS ITEM

- A. Consider approving Master Services Agreement No. 19829 with MCCi, LLC, for the purchase of Laserfiche software licenses and professional services related to a records management system upgrade, GIS integration and contract management system with electronic signature capabilities.
- B. Consider authorizing the City Manager to negotiate and execute debris monitoring services contracts with (i) Thompson Consulting Services and (ii) Tetra Tech (RFP 2022-12).
- C. Consider authorizing the City Manager to negotiate and execute debris removal services contracts with (i) Crowder Gulf and (ii) KDF Enterprises LLC (RFP 2022-13).
- D. Consider authorizing the City Manager to negotiate and execute a contract with Manor Maintenance for the maintenance and landscaping of the City's parks and facilities (RFP 2022-15).
- E. Consider authorizing an Interlocal Agreement with the Galveston County Consolidated Drainage District.
- F. Consider authorizing the Interlocal Contractual Agreement Concerning Breath Alcohol Technical Supervisor with the City of League City, Galveston County, the City of Webster, the City of Seabrook, the City of South Houston, the City of Texas City, and the City of Pearland.
- G. Consider authorizing the Friendswood Downtown Economic Development Corporation (FDEDC) to expend funds for Stevenson Park Conceptual Design Plan and authorizing an agreement related thereto.
- H. Consider the election of the Mayor Pro Tem.
- I. Consider appointing (i) Glen Grayban, (ii) Jason Byers and (iii) Michael Fernandez as regular members, and (iv) Megan McKay as an alternate member to the Construction Board and Adjustment and Appeals for a three-year term beginning immediately and ending June 30, 2025.
- J. Consider appointing (i) Joe Matranga, (ii) Brian Bounds and (iii) Marcus Rives to the Planning and Zoning Commission for a three-year term set to begin immediately and expire on June 30, 2025.
- K. Consider appointing (i) Patrick McGinnis, (ii) Rebecca Hillenburg, (iii) Ron Cox, and (iv) Alton Todd to the Friendswood Downtown Economic Development Corporation for a two-year term beginning immediately and ending June 30, 2024.
- L. Consider appointing (i) Diane Freeman, (ii) Kathy Molinaro, (iii) Neeta Jambhekar, (iv) JoBeth Brizendine, (v) Benette Rowley, and (vi) Madeline Short to the Friendswood Public Library Advisory Board for a three-year term beginning immediately and ending June 30, 2025.
- M. Consider appointing (i) Susan Asimakis and (ii) Pauline Moore to the Community and Economic Development Committee for a three-year term beginning immediately and ending June 30, 2025.

10. PROPOSED RESOLUTIONS & ORDINANCES

- A. Consider the first and final reading of an ordinance amending the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment X" and providing for supplemental appropriation and/or transfer of certain funds.

11. CONSENT AGENDA

- A. Consider the second and final reading of an ordinance amending Chapter 82 "Traffic and Vehicles," Article I "In General," Section 82-1 "Unreasonable acceleration" of the Friendswood City Code to add an offense for unreasonable acceleration.
- B. Consider an ordinance amending Section 8 "Leave" of the Personnel Policies of the City of Friendswood by adding Subsection 8.15 "Mental Health Leave Policy for Peace Officers," consistent with Section 614.015 of the Texas Government Code.
- C. Consider a resolution registering the City of Friendswood's support of the Texas Department of Transportation's construction of Segments A and B of Texas State Highway 99, located in Galveston and Brazoria Counties, Texas.
- D. Consider approving a School Zone Agreement with Friendswood Independent School District.
- E. Consider accepting the Challenge Elite Sports - Beamer Water Line Extension Project and initiating the contractor's one-year maintenance period.
- F. Consider accepting the May 2022 tax report.
- G. Consider approving the minutes of the City Council Regular Meeting held on May 2, 2022.
- H. Consider approving the minutes of the City Council Special Meeting held on May 18, 2022.

12. EXECUTIVE SESSION

- A. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding *City of Friendswood v. Tostado*, in the Court of Appeals of Texas, Houston (1st Dist.); Cause No. 01-20-00398-CV.
- B. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding the Class Action Settlement of *City of Long Beach, et al. v. Monsanto Company, et al.*, in the U.S. District Court, Central District of California - Western District; Cause No. 2:16-cv-03493-FMO-AS.
- C. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding the Class Action Settlement of *In re Capacitors Antitrust Litigation*, in the United States District Court, Northern District of California; Case Nos.: 17-md-02801-JD, 14-cv-03264-JD .
- D. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding the Class Action Litigation *B&R Supermarket, Inc., et al. v. Visa Inc., et al.*, in the U.S. District Court, Eastern Division of New York; Cause No. 17-cv-02738.

13. ACTION ITEMS RELATED TO EXECUTIVE SESSIONS

- A. Consider a resolution approving a notice of intention to opt out of the Class Action Settlement of *City of Long Beach, et al. v. Monsanto Company, et al.*, in the U.S. District Court, Central District of California - Western District; Cause No. 2:16-cv-03493-FMO-AS and directing the City Attorney to file the same with the Class Action Settlement Administrator.
- B. Consider a resolution approving a notice of intention to opt out of the Class Action Settlement of *In re Capacitors Antitrust Litigation*, in the United States District Court,

Northern District of California; Case Nos.: 17-md-02801-JD, 14-cv-03264-JD and directing the City Attorney to file the same with the Class Action Settlement Administrator.

- C. Consider a resolution approving a notice of intention to opt out of the Class Action Litigation *B&R Supermarket, Inc., et al. v. Visa Inc., et al.*, in the U.S. District Court, Eastern Division of New York; Cause No. 17-cv-02738 and directing the City Attorney to file the same with the Class Action Settlement Administrator.

14. ADJOURNMENT

PUBLIC NOTICE IS GIVEN THAT IN ADDITION TO ANY EXECUTIVE SESSION LISTED ABOVE, THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE SECTIONS 551.071 - 551.090 TO DISCUSS ANY MATTERS LISTED ABOVE.

THE CITY OF FRIENDSWOOD IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST. PLEASE CONTACT THE CITY SECRETARY'S OFFICE BY PHONE AT (281) 996-3270, FAX (281) 482-1634, OR CONTACT (281) 996-3270 VIA RELAY TEXAS AT 711 OR 1-800-735-2988 FOR TYY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: [HTTP://RELAYTEXAS.COM](http://RELAYTEXAS.COM).



Posted by: Leticia Brysch, City Secretary
Posted this 7th day of July, 2022, at 5:30 P.M.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 05/12/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the West Ranch Management District Annual Report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. WEST RANCH MANAGEMENT DISTRICT REPORT July 2022 - Final

WEST RANCH MANAGEMENT DISTRICT

CITY OF FRIENDSWOOD MAYOR AND CITY COUNCIL UPDATE
JULY 2022

BOARD MEMBERS

BRIAN GIBSON – PRESIDENT

SAWYER BLACKBURN – VP & ASST. SECRETARY

DOUG KONOPKA – SECRETARY

MEREDITH D. LEVINE – DIRECTOR

JOE MATRANGA - DIRECTOR

West Ranch

766 Acres



West Ranch Development Update

- Residential development is complete
- The new Cline Elementary School is under construction
- Only commercial tracts remain to be developed
- The West Ranch HOA owns most of the greenspace around the roads and recreation centers
- WRMD still owns and manages the property next to Chigger Creek, Clear Creek and the retention ponds



West Ranch Management District

Assessed Valuation and Tax Rate History

Year	Assessed Value	M&O	WS&D Debt Rate	Road Debt Rate	Total Debt Rate	Total Tax Rate
2021	\$695,094,602	\$0.1585	\$0.1750	\$0.0350	\$0.2100	\$0.3685
2020	\$648,041,354	\$0.1700	\$0.2050	\$0.0550	\$0.2600	\$0.4300
2019	\$579,304,885	\$0.1400	\$0.2450	\$0.0650	\$0.3100	\$0.4500
2018	\$519,506,301	\$0.1000	\$0.2800	\$0.0700	\$0.3500	\$0.4500
2017	\$457,360,969	\$0.1100	\$0.3100	\$0.0800	\$0.3900	\$0.5000
2016	\$394,738,333	\$0.0900	\$0.3600	\$0.1000	\$0.4600	\$0.5500
2015	\$330,376,059	\$0.1500	\$0.3900	\$0.1100	\$0.5000	\$0.6500
2014	\$254,346,624	\$0.1600	\$0.3400	\$0.1500	\$0.4900	\$0.6500
2013	\$202,447,673	\$0.1500	\$0.3800	\$0.1200	\$0.5000	\$0.6500
2012	\$155,712,544	\$0.1000	\$0.4700	\$0.0800	\$0.5500	\$0.6500
2011	\$116,386,954	\$0.1700	\$0.3800	\$0.1000	\$0.4800	\$0.6500
2010	\$93,043,423	\$0.6500	\$ -	\$ -	\$ -	\$0.6500
2009	\$74,262,774	\$0.6500	\$ -	\$ -	\$ -	\$0.6500
2008	\$47,663,107	\$0.6500	\$ -	\$ -	\$ -	\$0.6500
2007	\$11,485,060	\$0.6500	\$ -	\$ -	\$ -	\$0.6500
2006	\$6,239,320	\$0.6500	\$ -	\$ -	\$ -	\$0.6500
2005	\$3,600,530	\$0.6500	\$ -	\$ -	\$ -	\$0.6500

West Ranch Management District Ongoing Drainage Maintenance Update

information provided by Jeff Safe of BGE, Inc.

- WRMD continues to use Storm Water Solutions (SWS) to perform quarterly inspections of all WRMD owned and operated drainage and detention facilities.
 - SWS and the District's engineer use these inspections to prioritize their recommendations for monitoring or addressing facility needs.
- Over the past 3 years, WRMD has spent approximately \$105,000, over and above routine mowing, on drainage maintenance and rehab (i.e. desilting of channels, removal of vegetation and overgrowth, erosion repair, structural outfall repair, etc.) to ensure that all drainage and detention facilities are in good working condition and function as originally designed.
- WRMD recognizes the importance and critical nature of a properly functioning and well-maintained drainage system and is fully committed to continuing its proactive monitoring and maintenance program.

West Ranch Management

A Recently Completed Joint Project

- Working with the West Ranch HOA to improve common areas
- Rebuilt the West Ranch Fishing pier on Clear Creek



West Ranch Management District

Goals and Objectives

- The board remains focused on lowering West Ranch homeowner costs, identifying sensible opportunities to pay off existing bonds and the prudent management of district property.
- Friendswood Development Company is still seeking a potential town center developer for the commercial property.
 - 45 +/- acres of commercial development remains near the intersection of FM 518 and West Boulevard.
 - 13 +/- acres of commercial property remains near the intersection of West Boulevard and Friendswood Parkway.

West Ranch Management District

Any Questions?

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/21/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss a presentation of the Multi-Year Financial Plan and preliminary FY2023 Proposed Budget summary review .

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

A City Council and Staff Retreat is scheduled for July 9, 2022 and the agenda includes a presentation by staff of the City's Multi-Year Financial Plan (MYFP), which includes a review of critical assumptions and planning factors that form the foundation for the upcoming year's proposed budget. At that time, staff will be seeking the Council's input on key financial "drivers". During the July 11, 2022 Council meeting work session, staff will provide a summary review of the plan and key takeaways from the Retreat discussion.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

None at this time

RECOMMENDATIONS

None at this time

ATTACHMENTS

1. FY23 MYFP & PRELIM BUDGET OVERVIEW-COUNCIL FINAL 07.06.2022

CITY OF FRIENDSWOOD

PRELIMINARY OVERVIEW

**Multi-Year
Financial Plan**
Fiscal Years
2023-2027



**FY2022-2023
Proposed Budget**
General Fund
Water Sewer Fund

MULTI-YEAR FINANCIAL PLAN

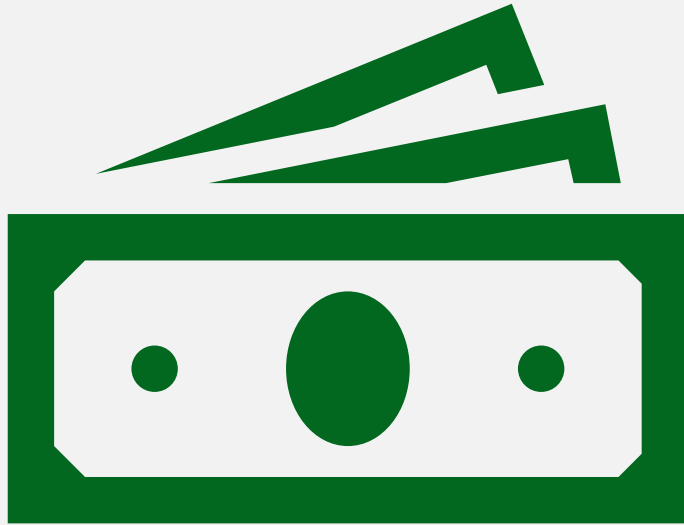
General & Debt Service Funds

Fiscal Years
2023-2027

July 9, 2022



Planning Assumptions - Revenue



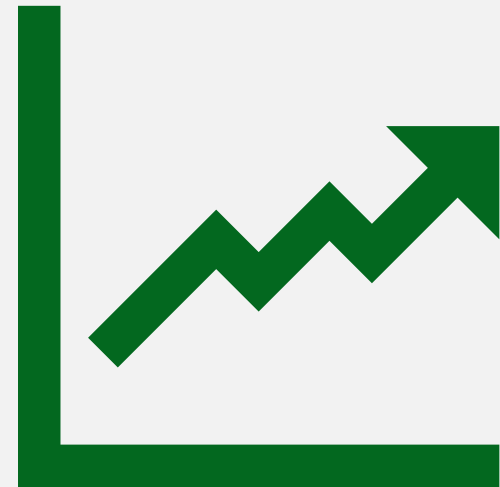
Property Values*

Estimated 12% *tax base* growth in year 1 of the plan & 3.8% in years 2 – 5

(includes commercial growth and new improvements)

Most other revenue sources

Increase by 2% per year

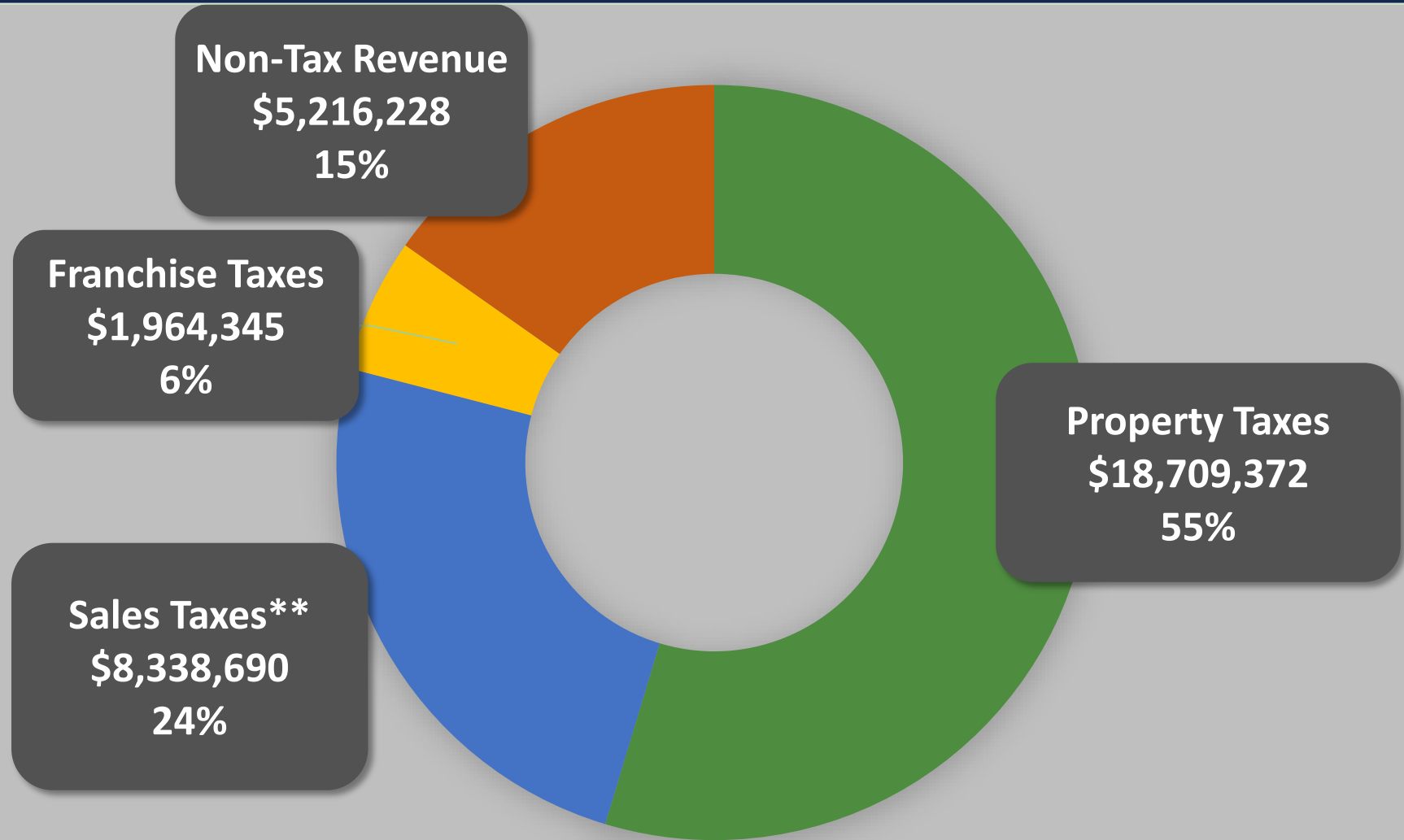


FLAT TAX

(including 20/21 unused increment)



**General Fund
Revenue
\$34,228,635**



Tax Rate Drivers



Property tax revenue

- NNRR adopted in FY21; operating loss of \$391K
 - Flat tax rate adopted in FY22
 - FLAT tax rate used in the MYFP for FY23
-



Need for tax rate increase due to:

- G.O. Bond Issuances – shift from O&M to I&S
- Inflation – supplies and services
- Impact of bond projects operating costs
- Force-at-Work \$1.3M; Decision Packages \$4.3M
 - Capital Lease Eligible \$1.4M

Planning Assumptions - Expenditures



Existing Personnel

3% increase each year for wages and benefits

Non-Personnel

5% increase in FY2023

**Hold 5% increase year over year 2024-2027
(based on 5-year historical average)**

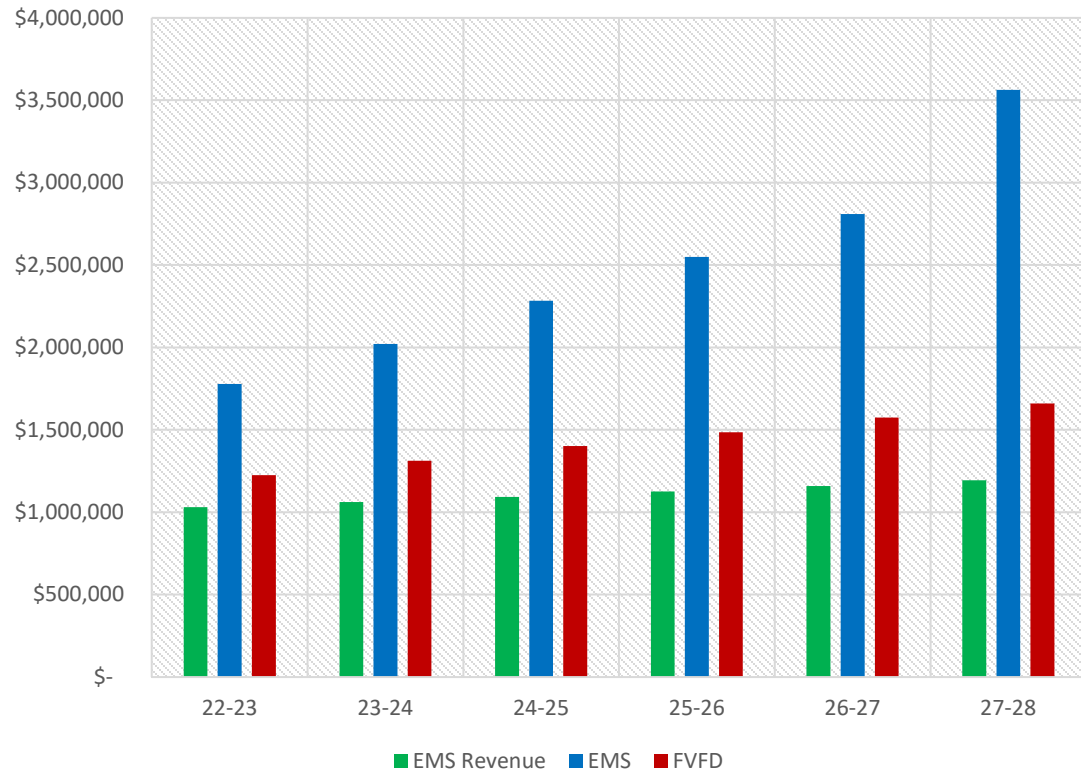


General Fund – Change in Fund Balance

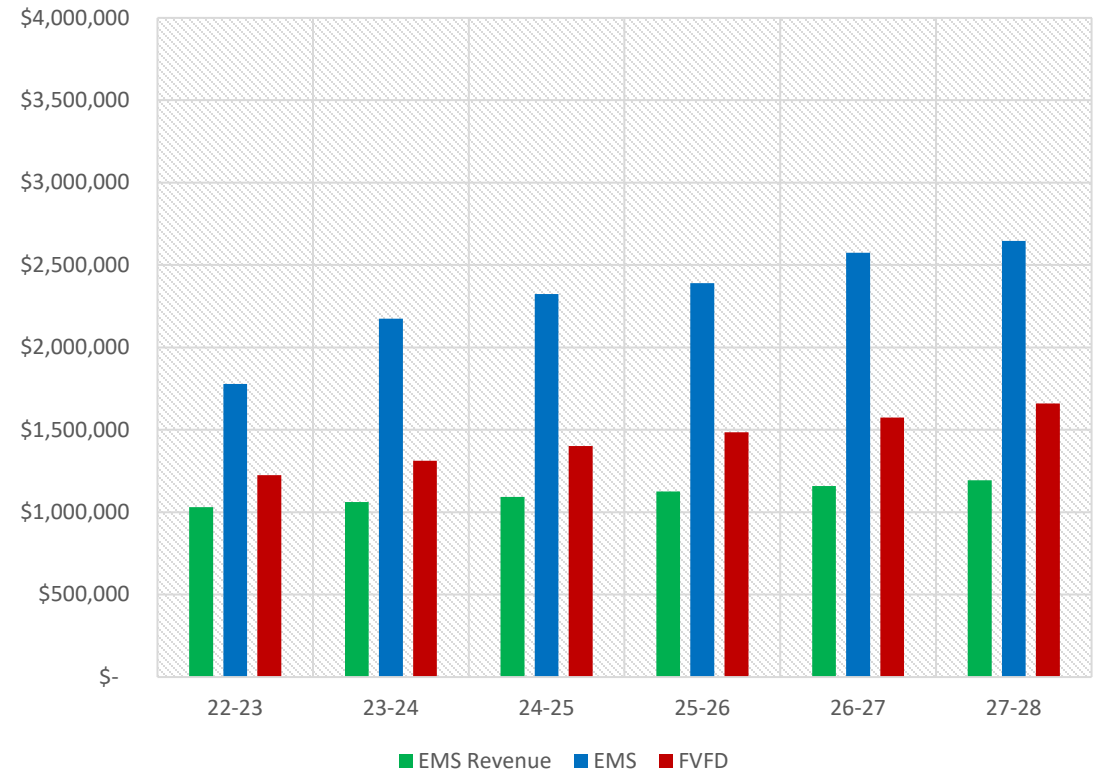


FVFD & EMS

Contract



In-House EMS



Multi-year Financial Plan Summary

90-day operating reserve maintained

FLAT tax rate 2023
NNRR through FY27

No Decision Packages are
funded in the 5-year planning
window with current projections
and assumptions

FY2022-2023 Proposed Budget

General & Water Sewer Funds

July 9, 2022



KEY BUDGET DRIVERS



Economic State & Inflation



Personnel Costs



Debt Service Obligations



Deferred Maintenance



Bond Project Impacts



Grant Project Impacts



Operational Costs



Insurance Costs

KEY BUDGET DRIVERS



Economic State & Inflation

- Consumables
 - Fuel \$76,000 23%
 - Electricity \$70,000 8%
- Vehicles & Equipment 23%
 - Internal Lease \$185,000
 - No Govt Incentives
 - Supply Chain Delays



Operational Costs

- Supplies \$262,500 20%
 - Operating Supplies & Equipment
 - Personnel Supplies
 - Fuel
- Services \$1,374,232 12%
 - Contract Services (Janitorial, Mowing, Software, Engineering)
 - Emergency Services
 - Insurance
 - Internal Lease

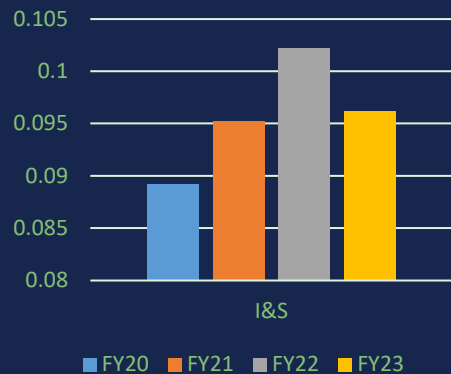
KEY BUDGET DRIVERS



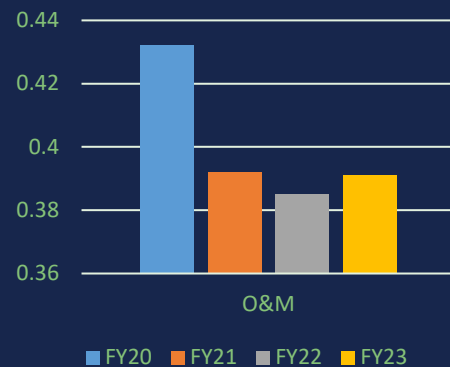
Debt Service Obligations

- Drainage/Flood Control Bonds
 - \$23 Million – Issue in 2023
 - \$7 Million – not issued

Tax Rate: I&S Change



Tax Rate: O&M Change



Insurance

- Windstorm \$70,000 **30%**
- Health \$240,000 **10%**
- Property & Liability \$63,000 **15%**



Deferred Maintenance & Equip

- Decision Packages \$2.4M
 - 55% of Requested Packages
 - 1 Year Delay = \$230,000++

KEY BUDGET DRIVERS



Bond Project Impacts

- Increase Operating Budget
 - Mowing \$30,000
 - Overhead \$35,000
 - Utilities
 - Janitorial
 - Maintenance
- Impact on FB for FFE \$1.5M



Grant Project Impacts

- Increase Operating Budget
 - Mowing \$80,000
 - Overhead \$12,000
 - Utilities
 - Janitorial
 - Maintenance

\$157,000

KEY BUDGET DRIVERS



Personnel Costs

- Decision Package – Merit \$630K
 - ~\$550K – General Fund
 - ~\$80K – Water/Sewer Fund
 - Includes: Wages, Taxes, Benefits, and Overtime Adjustments



Cost of Living



\$4,700

Laborer

- \$31,200
- 2.75% \$858

(\$3,842)

Crew Leader/Building Inspector

- \$48,000
- 2.75% \$1,320

(\$3,380)

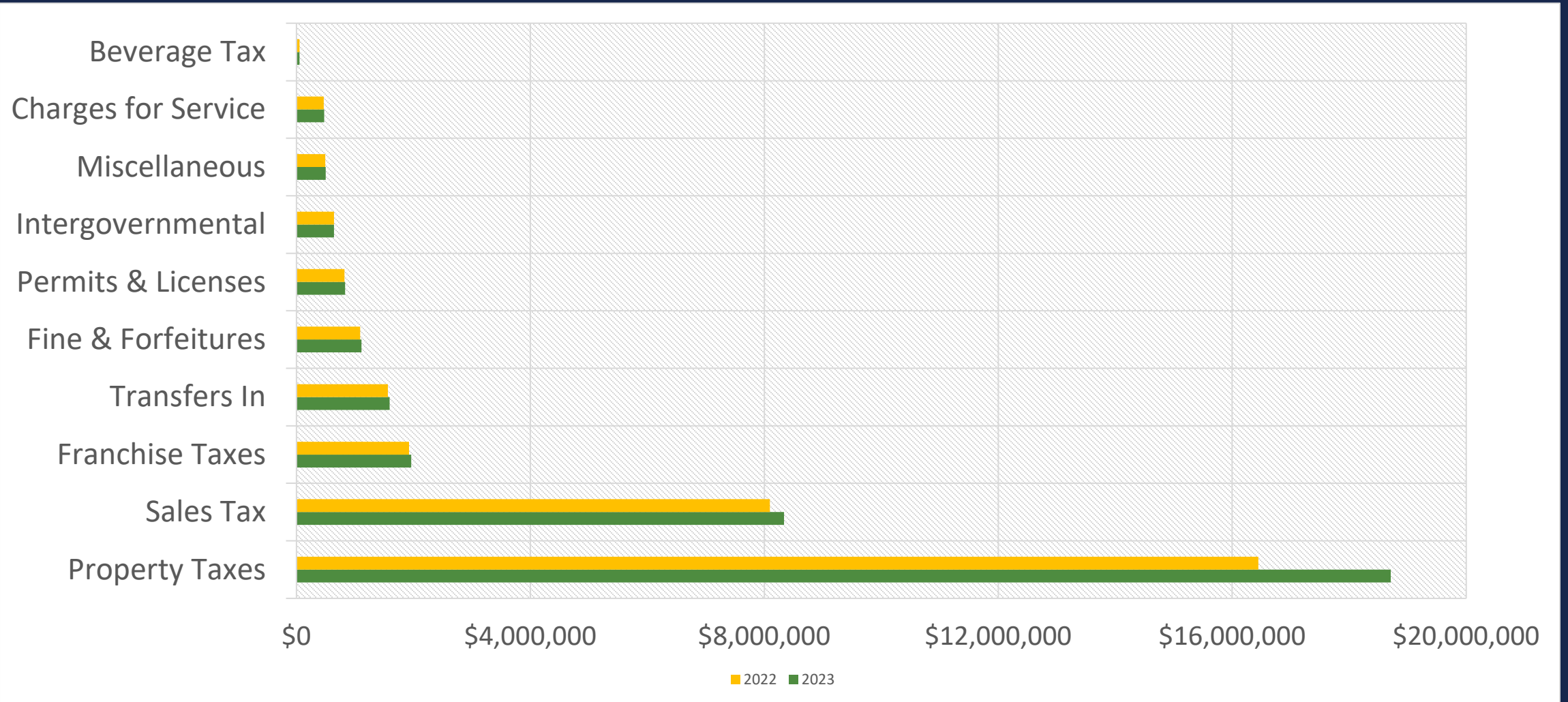
Assistant Director - Library

- \$78,300
- 2.75% \$2,153

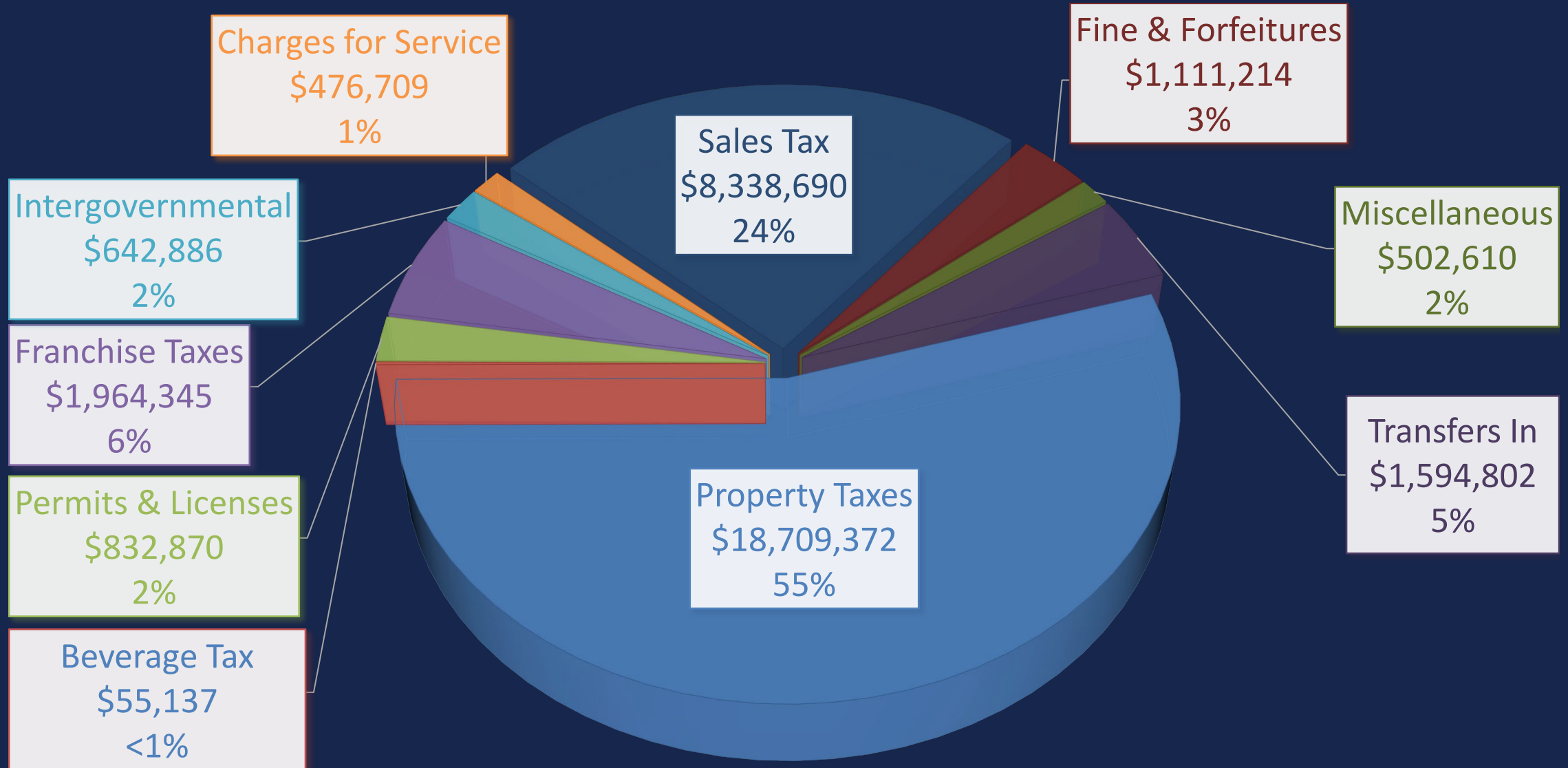
(\$2,547)

GENERAL FUND

GENERAL FUND REVENUE ~ \$34.2M



FY '23 Preliminary Revenue (General Fund)



Preliminary Budget Tax Rate (\$0.487314)

- Same as current rate
- 20/21 Incremental Rate Provision utilized
- Estimated Taxable Value \$4.8B (up \$320M)
 - Includes new construction
 - Includes exemptions
 - Includes over 65 freeze ceiling values



\$59M

Projected new construction value



\$355M

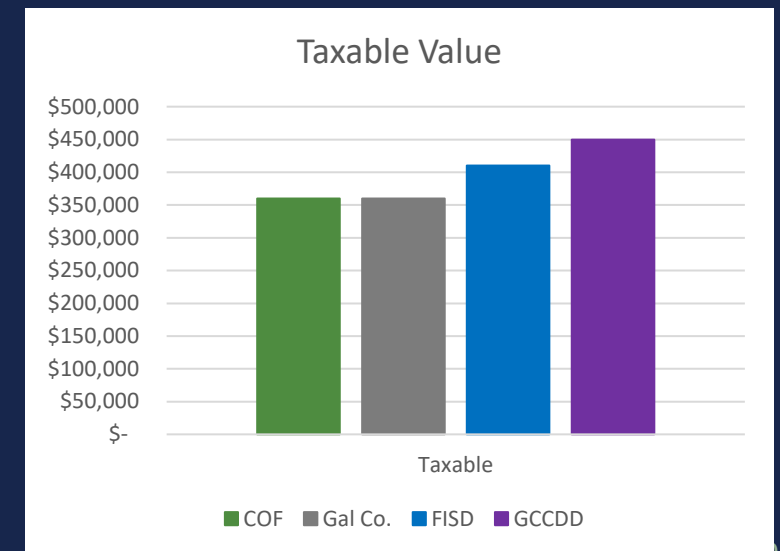
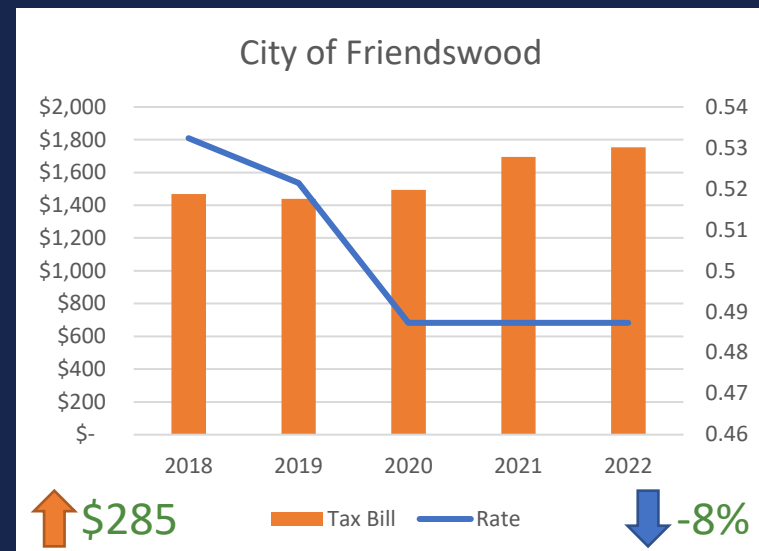
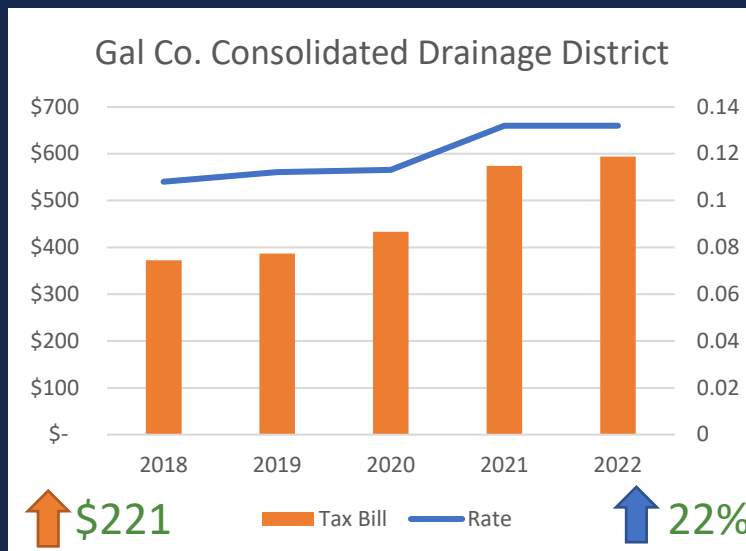
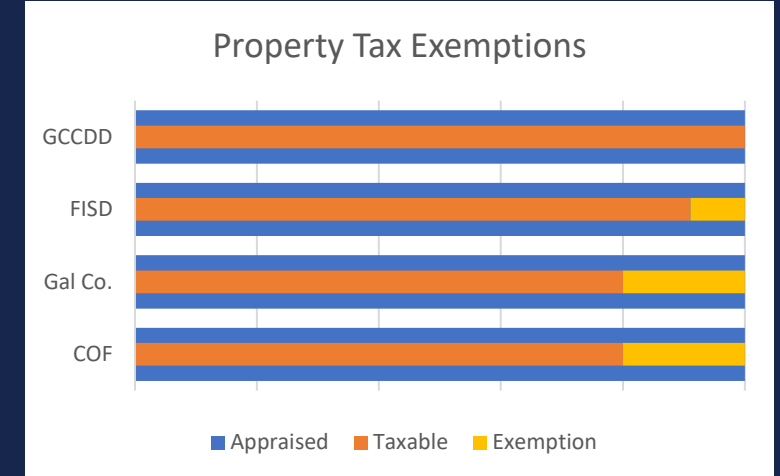
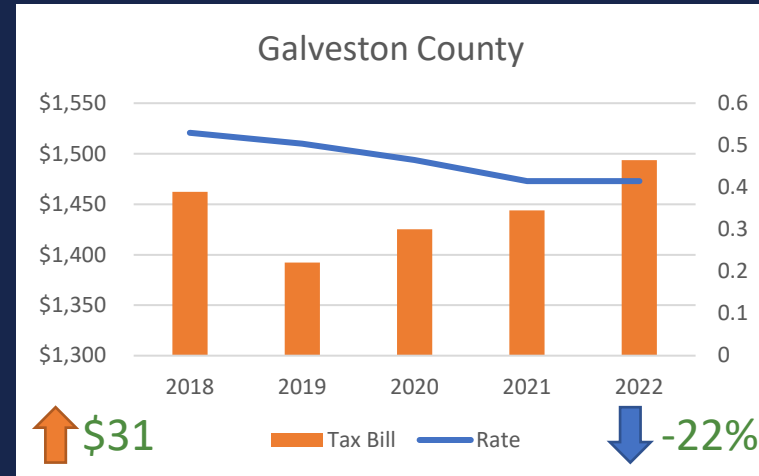
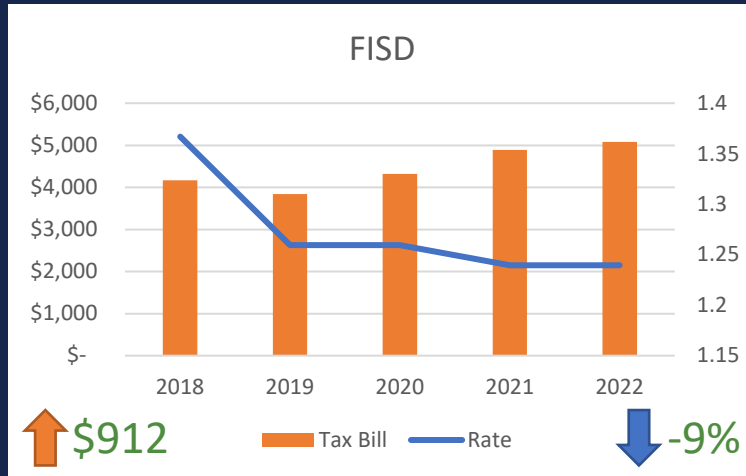
Property Values Under Protest (6/22/22)



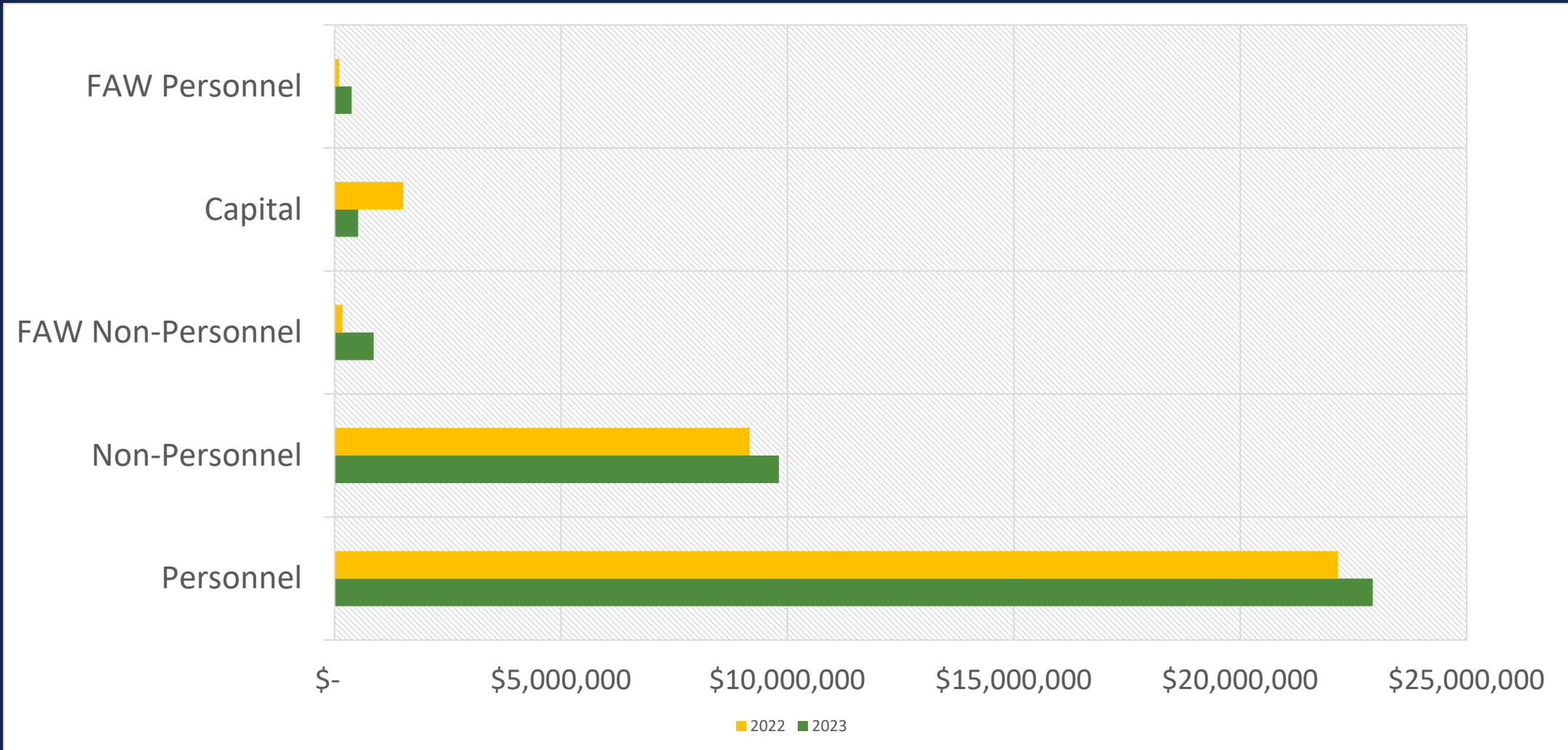
\$4.5M

Tax Debt Service Obligation (up \$200K)

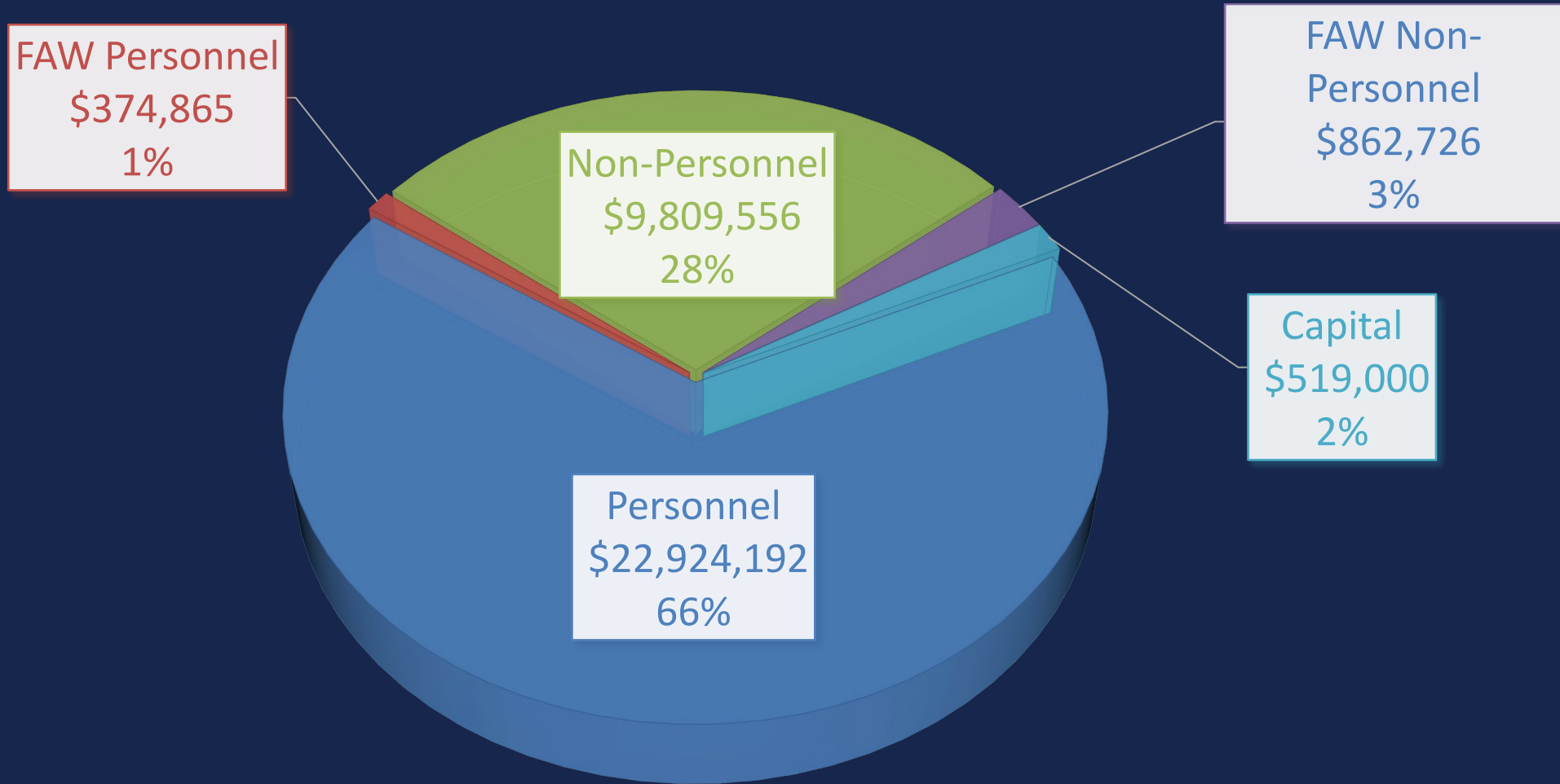
Tax Rate vs. Tax Bill Comparison (\$450K Home)



GENERAL FUND EXPENDITURES ~ \$34.4M



FY '23 Preliminary Expenditures (General Fund)



Capital Improvements include \$500K for streets improvements and \$19,000 for Printer/Copier replacements

GENERAL FUND EXPENSES ~ \$34.5M

Personnel \$23.3M (up \$1M)

Merit of 2.75%

Health & Dental increase 10%*

Communications Operator & GIS Tech

Overtime increase

FAW \$1.2M

Personnel	\$375K
Non-Personnel	\$863K

Non-Personnel \$11.2M (up \$616K)

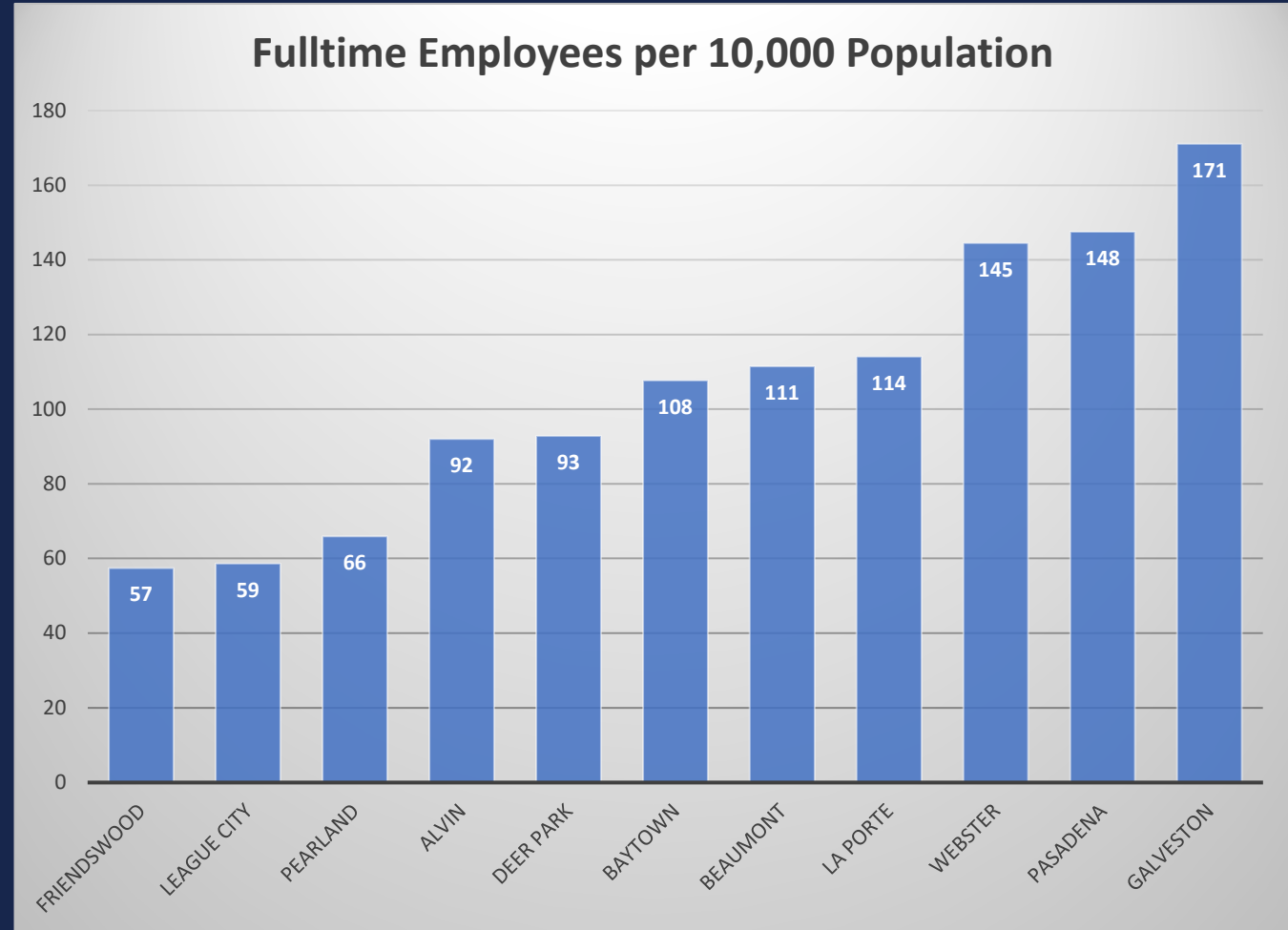
Consumables (Fuel, Elec)	\$161K
Vehicles – Internal Lease	\$125K
Software Upgrades**	\$173K
Operational Impact	\$157K

GENERAL FUND



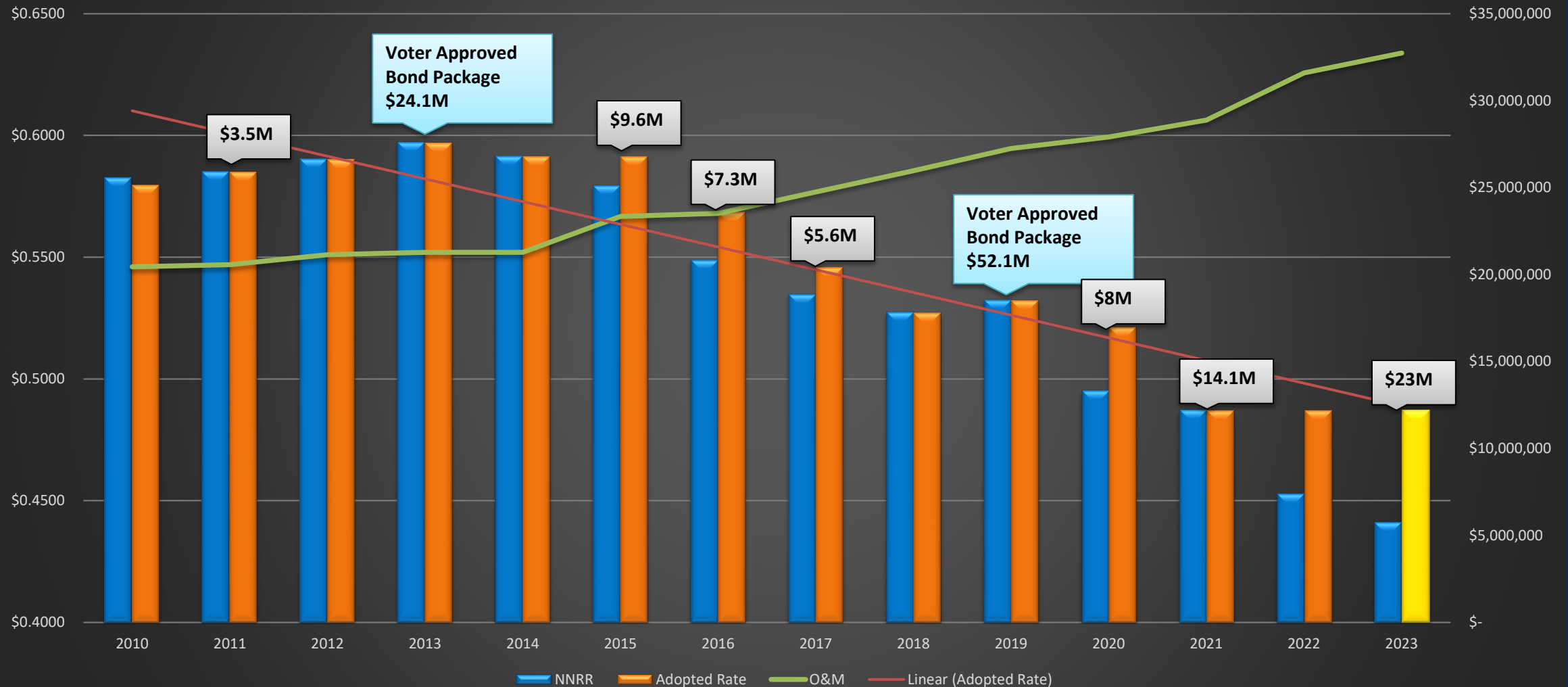
How do we
balance the scale?

- ✓ Serve our Citizens
- ✓ Mitigate Inflation
- ✓ Employee Retention
- ✓ Prepare for Economic Recession



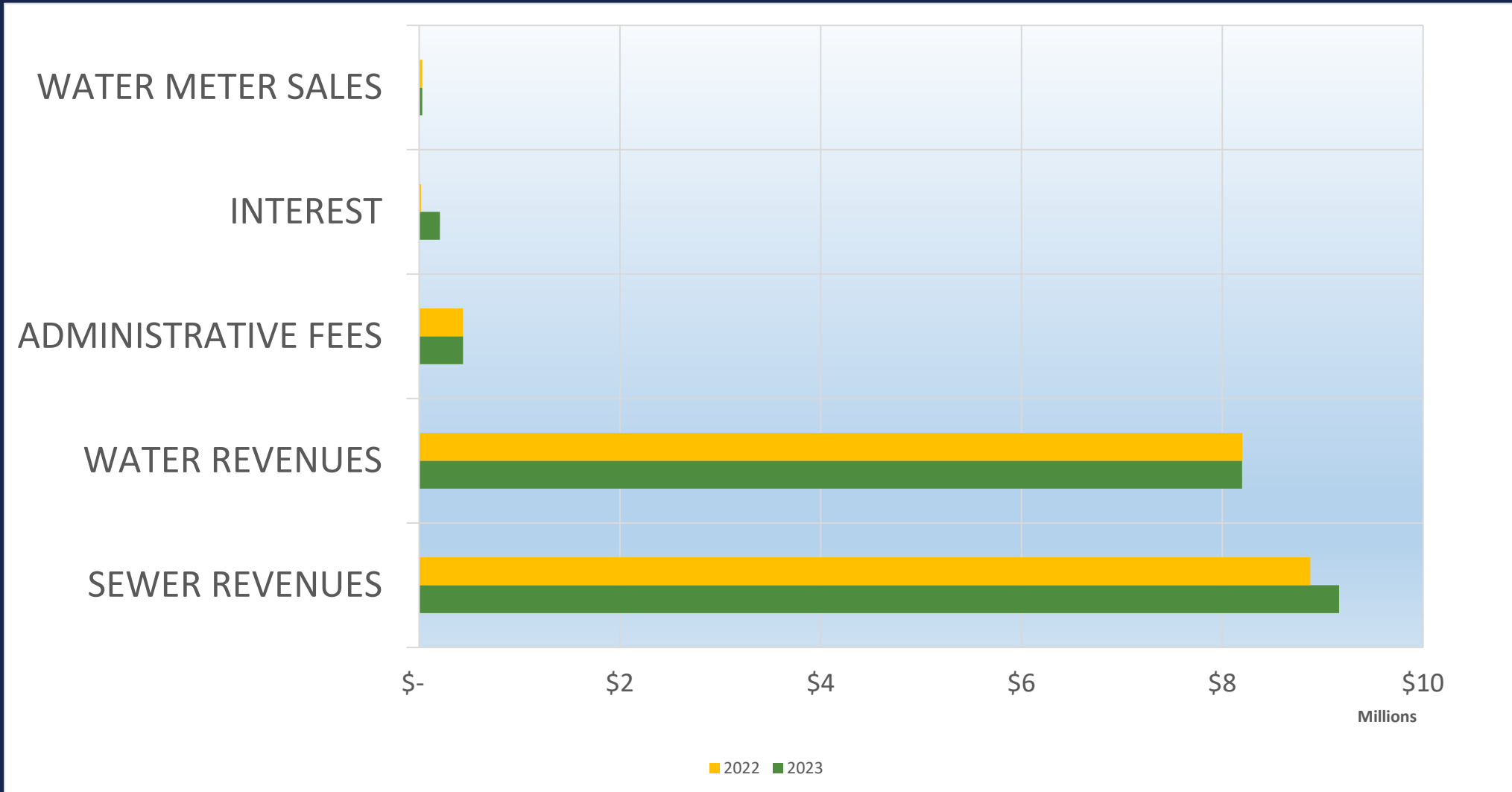
GENERAL FUND

Tax Rate Analysis with O&M Growth

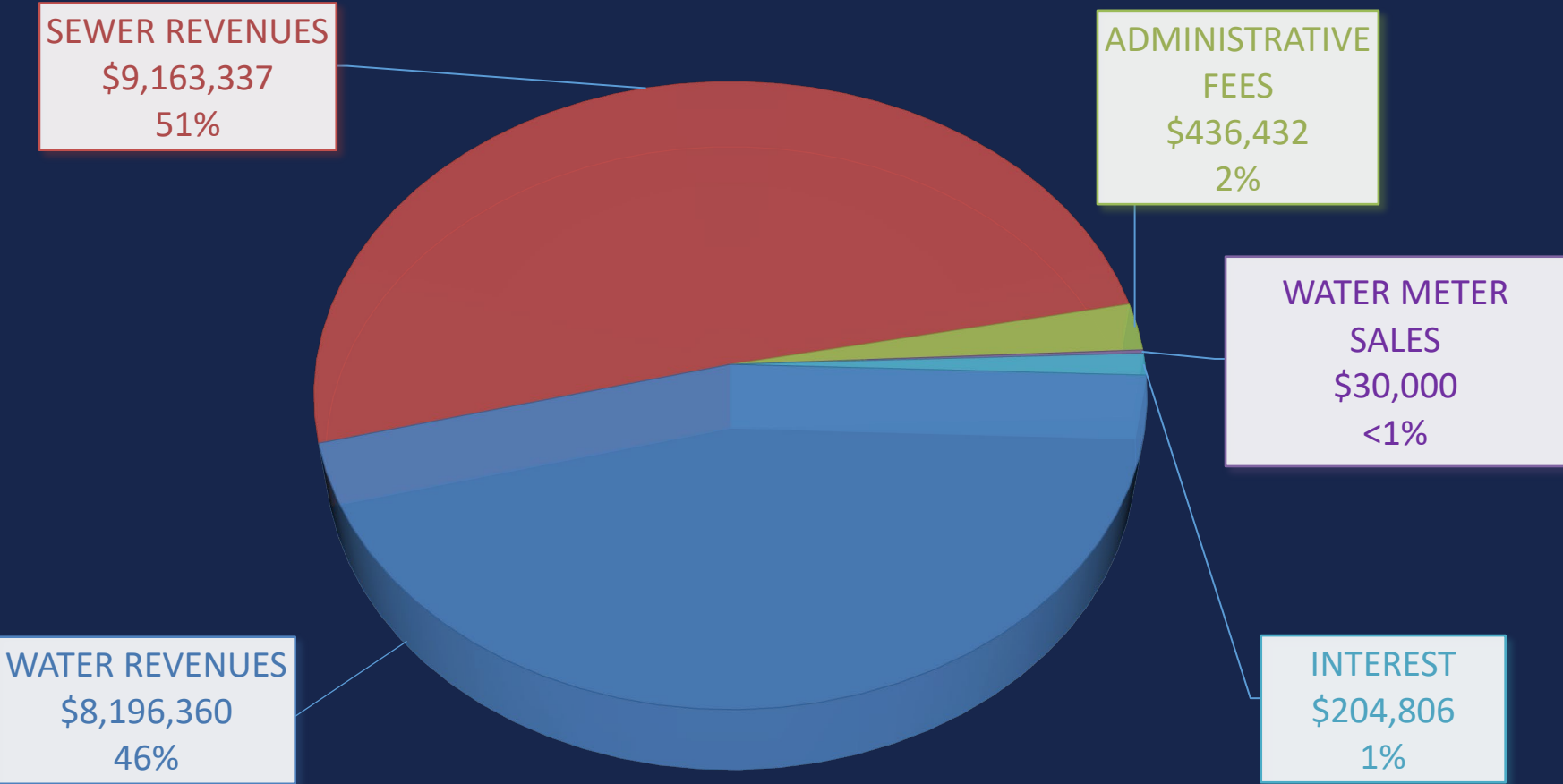


WATER & SEWER FUND

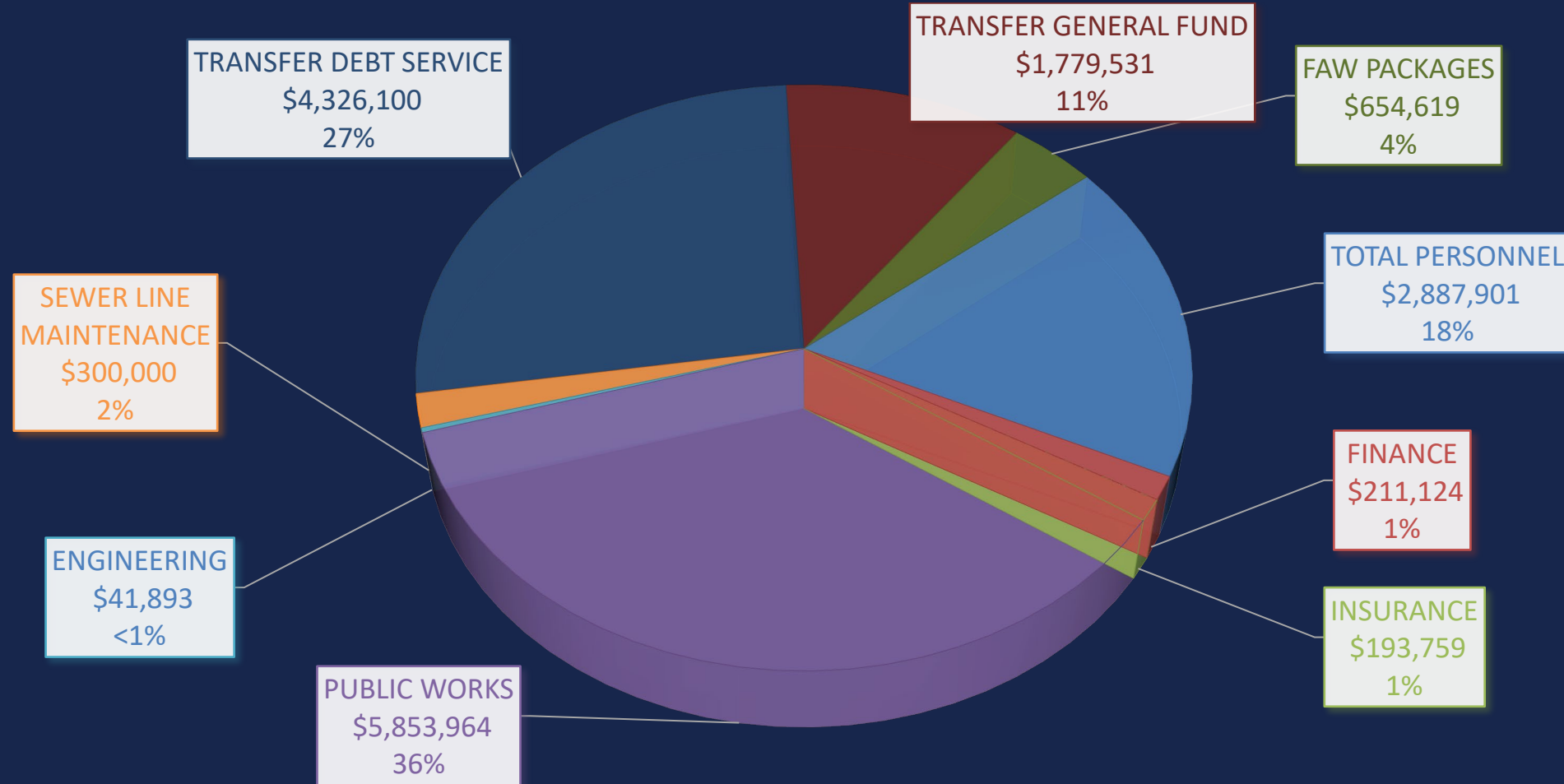
WATER & SEWER FUND REVENUE ~ \$18M



FY '23 Preliminary Revenue (W&S Fund)



FY '23 Preliminary Expenditures (W&S Fund)



Water & Sewer Expenditures ~ \$16.8M

Personnel \$2.9M

Merit of 2.75%	\$71K
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Health & Dental increase	\$35K
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Preliminary – All Funded

Decision Packages	\$630K
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Non-Personnel \$13.3M

Current Services	\$6.3M
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FAW-SEWPP Capital Improvements	\$218K
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FAW-Blackhawk Wastewater Operations	\$280K
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Sewer Line Maintenance	\$300K
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Debt Service Obligations	\$4.3M
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Transfer to General Fund	\$1.7M
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Other Force-at-Work	\$156K
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NEXT STEPS

✓ Key Dates

- ✓ Proposed Budget Delivered – 07/29/2022
- ✓ Budget Work Session – 08/01/2022
- ✓ Proposed Budget Public Hearing – 08/29/2022
- ✓ Public Hearing on Tax Rate – 09/12/2022
- ✓ Budget & Tax Rate Adoption – 09/12/2022

✓ Council Input & Direction Needed

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/07/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Provide an update on Movies in the Park.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Movies in the Park 2022



MOVIES



THE

PARK



JULY 15

SPONSORED BY:



CLEAR LAKE



kw
KELLER WILLIAMS



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JULY 29

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281-992-9273 - 281-992-7742 fax



AUGUST 5

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AUGUST 12

Dive-In Movie at
Stevenson Park Pool

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/08/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Provide an update regarding the Friendswood Library Town Hall meeting to be held July 19th.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Library will be hosting a Library Town Hall at 6pm on July 19th to receive input from the community for the library's long-range strategic plan. Join library staff and members of the library board to learn more about library operations and to provide valuable feedback as we plan for the future of Friendswood Library. For more information, please contact the Friendswood Library.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Library Town Hall

You're Invited!

Friendswood Library Town Hall Meeting



Tuesday, July 19th at 6:00pm



Friendswood Library will be hosting a Library Town Hall at 6pm on July 19th to receive input from the community for the library's long-range strategic plan. Join library staff and members of the library board to learn more about library operations and to provide valuable feedback as we plan for the future of Friendswood Library.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/09/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Provide an update regarding the Texas City Manager Association June meeting.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Friendswood hosted the June luncheon of local Texas City Managers Association region. The group of area city managers met at the Friendswood Library discussing health care trends and anticipated budget issues concerning labor, inflation, and other impacts.

Monthly lunches are typically attended by 15 to 20 members. The June 15th luncheon hosted 37. Thank you to Assistant City Manager, Steven Rhea, and Executive Assistant/PIO, Glenda Faulkner, for coordinating everything in Morad's absence.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Jun 15-22 Area CM Luncheon





FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/21/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Provide an update regarding City waterline breaks and repairs.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

As we enter the summer months, staff has seen an uptick in waterline breaks throughout the community. This phenomenon is not unusual when presented with intense heat, lack of rain creating dry soil conditions, and increased demand on water systems.

Public Works crews have been working around the clock to make emergency repairs. Recently, we've had to supplement our surface water supplies with ground water pumpage. Doing so will cause taste and odor issues, at times. However, water quality tests continue to result in acceptable, TCEQ, ranges. If you have any questions regarding water quality, or notice a leak in your area, please contact our Public Works office at 281-996-3380.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/21/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Provide an update regarding Friendswood VFD EMS receiving the 2022 American Heart Association's [Mission: Lifeline® EMS](#) Gold Plus Achievement Award.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Friendswood VFD nationally recognized for its commitment to quality care for severe heart attacks in Friendswood, Texas

Friendswood VFD EMS has received the 2022 American Heart Association's [Mission: Lifeline® EMS](#) Gold Plus achievement award for its commitment to offering rapid, research-based care to people experiencing the most severe form of heart attack, ultimately saving lives. This is the 6th consecutive year that Friendswood VFD EMS has reached the Gold Plus award.

Each year, more than 250,000 people experience a type of heart attack known as an ST elevation myocardial infarction (STEMI), caused by a blockage of blood flow to the heart that requires timely treatment. To prevent death, it is critical to restore blood flow as quickly as possible by either mechanically opening the blocked vessel or using clot-busting medication.

Mission: Lifeline is the American Heart Association's national initiative to advance the system of care for patients with high-risk, time-sensitive disease states, such as severe heart attacks. The program helps reduce barriers to prompt treatment for heart attacks – starting from when 911 is called, to EMS transport and continuing through hospital treatment and discharge. Optimal care for heart attack patients takes coordination between the individual hospital, EMS and health care system.

“The health care professionals who interact with a patient even before he or she enters the hospital or emergency room play a vital part in the system of care for those who have heart attacks,” said James G. Jollis, M.D., volunteer chair for the GWTC-CAD Systems of Care Advisory Work Group and professor of medicine at Duke University School of Medicine. “Since they are the first medical point of contact, they can save precious minutes of treatment time by activating the emergency response system that alerts hospitals to an incoming heart attack patient.”

The Mission: Lifeline achievement award is earned by agencies that demonstrate a commitment to treating patients according to the most up-to-date research-based practices as outlined by the American Heart Association.

“Friendswood VFD EMS and Fire divisions are honored to be recognized by the American Heart Association for our dedication to providing optimal care for heart attack patients,” said EMS Chief Lisa Camp. “The Mission: Lifeline program puts proven knowledge and guidelines to work on a daily basis so patients have the best possible chance of survival.”

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 05/11/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving Master Services Agreement No. 19829 with MCCi,LLC for the purchase of Laserfiche software licenses and professional services related to a records management system upgrade, GIS integration and contract management system with electronic signature capabilities.

Originating Department: Information Technology

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to approve an agreement with MCCi,LLC for the purchase of Laserfiche software licenses and professional services related to a records management system upgrade and contract management system, in an amount not to exceed \$162,000.

The City of Friendswood implemented the Laserfiche Records Management System in 2008 for the City Secretary's Office only. Since that time, the City has moved to expand its electronic records management system and, in order to do so, must upgrade the existing Laserfiche software, expand the number of end user and participant licenses, and implement a new electronic contract management system for digital signatures (One Span). Additionally, the upgrade will include GIS integration which will allow for the linking of deeds, liens, easements, and other property records to be attached to related properties in the City's GIS program, which is accessible to internal and external customers. A copy of the proposed scope of work and agreement is attached for your review.

The cost of the project is \$146,157.34 and, with an additional \$15,842.66 in contingency funds, for a total of \$162,000.00. The monies will be allocated as follows:

- General Fund - 60% (\$97,200) and
- W&S Fund - 40% (\$64,800).

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This item will assist in streamlining its records management processes, reduce paper records and increase efficiencies related to the processing of contracts and agreements. Additionally, the reduction in the storage of paper records will reduce the City's cost of off-site storage fees and the need for storage capacity throughout the organization.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. MSA 19829 - City of Friendswood (FINAL))
2. Addendum 1 to MSA 19829 - City of Friendswood - 24110 (FINAL)
3. Addendum 2 to MSA 19829 - City of Friendswood - 24110 (FINAL)
4. Addendum 3 to MSA 19829 - City of Friendswood - 24137 (FINAL)
5. Letter of Removal - City of Friendswood
6. Friendswood TX Government Code Verifications Form - MCCi (Executed)
7. MCCi - Form 1295 Certificate 100924689

MASTER SERVICES AGREEMENT NO.19829

This Master Services Agreement No.19829 (this "**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "MCCi" shall also include MCCi's "Affiliates," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the MCCi and that provides the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

MCCi and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by MCCi (each, and as modified in writing by the Parties, each an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional compensation by MCCi, until Client and MCCi have both signed such Change Order, or a new Order, as appropriate.

2. Fees

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses, defined below, quoted. If agreed to in writing by Client, Client will reimburse MCCi for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCi in connection with the Services up to a maximum amount specified and agreed to by the Parties in the Order ("**Order Expenses**"). If relevant, and provided to MCCi, MCCi will conform to Client's expense policy to the best of its ability. If a dispute occurs regarding MCCi's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse MCCi for the full amount of expenses invoiced subject to the maximum amount specified and agreed to by the Parties in the Order. The Client acknowledges that it may incur expenses, at actual cost to MCCi, due to circumstances such as non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after MCCi has made the applicable arrangements; or (ii) If Client is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If MCCi is reselling a license and/or subscription of a third-party product to Client, then MCCi will provide Client at least 30 days prior to written notice of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 30 days of the date of receipt of the notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product and Customer may terminate the Order and/or this Agreement.

3. Invoicing and Payment

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from receipt of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges in accordance with Section 2251.025 of the Texas Government Code.

Client certifies that it is Sales Tax Exempt.

All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice by the renewal service period start date; if the thirty (30) period in which Client is to pay the renewal invoice has expired and MCCi has given Client notice of non-payment along with a ten (10) day period from Client's receipt of such non-payment invoice in which to cure.

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that it is in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, cancel the applicable Order and/or this Agreement (as it deems appropriate) as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to MCCi at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of MCCi's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, MCCi will invoice Client

for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed by MCCi and received by Client through the date of such termination or delay. If Services are resumed or Deliverables continued, MCCi will recommence invoicing per the applicable Order.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition, or correction of any hardware or software problems that would affect the performance of Services and/or delivery of a Deliverable; and (iv) any other items set forth in the applicable Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

6. MCCi Personnel

Neither MCCi nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, worker's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by applicable state, federal, and local laws.

Subject to the prior written approval of Customer, MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees "**Personnel**"). MCCi remain responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel, approved in writing by Customer, to the relevant Order as long as such assignment will not affect MCCi's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way. It is expressly understood and agreed that any assignment by MCCi to an independent contract must be approved in advance in writing by Client.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall directly or indirectly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date. Should the Client receive a request for Confidential Information of MCCi pursuant to the Texas Public Information Act (the "Act"), the City will notify MCCi of the request and MCCi shall be required to make arguments to the Texas Attorney General (the "AG") as to why the information should not be disclosed. The Client will comply with the decision of the AG and shall not be deemed in breach of this Agreement if Client discloses Confidential Information in compliance with an AG decision.

"Confidential Information" means any and all confidential information of a Party marked as "CONFIDENTIAL" and disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other Party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third party license agreement, title to all materials, products software, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) (**"Works"**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to or owned by Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall promptly (but in any event within ten (10) calendar days) turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any proprietary code (source and object), or that which is subject to

third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information. To the extent that any portion of the Deliverables includes information or material that falls within the exceptions to property of Client described in Subsection (iii) above, MCCi shall be deemed to have granted Client a paid up, world-wide, non-exclusive license to use any such information or material imbedded in the Deliverables for its internal business needs and a non-exclusive license to make copies thereof for use only in its and its affiliates' facilities, subject to third party license agreements, if any. Should MCCi, in performing any Services hereunder, use any computer program, code or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same Personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that MCCi, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only to (i) MCCi Personnel, (ii) any third-party service providers that has agreed to safeguard Personal Information in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCi shall have the duty to provide Client prompt written notice of such prior to such disclosure and reasonably assists the Client in protecting the Personal Information from public disclosure. MCCi shall take all reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCi shall notify Client in writing within five (5)

business days of discovering the same. MCCi shall agree to the City of Friendswood Data Protection Clause.

11. Warranty

(a) Services Warranty.

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiar with the subject matter for the Order in a professional, competent, and workman-like manner.

MCCi's delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications, set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services, or Deliverable does not meet the specifications, set forth in the applicable Order, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. However, it is expressly understood and agreed that MCCi shall be responsible for the technical accuracy of its services and Deliverables and the City shall not be responsible for discovering deficiencies therein. MCCi shall correct such deficiencies without additional compensation.

MCCi DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT MCCi SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION 11. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT, CLIENT'S INITIAL REMEDY WILL BE FOR MCCi, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND MCCi'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING MCCi WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH MCCi IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING MCCi TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN MCCi. MCCi ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND MCCi HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCi DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY.

WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other services performed by MCCi relating to such claim on a time and materials basis at MCCi's then standard rates.

(b) General Warranty.

MCCi shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) MCCi also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

Each Party ("**Indemnifying Party**") shall indemnify, defend, and hold the other harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") to the extent caused by the Indemnifying Party.

(a) MCCi Indemnification.

MCCi shall defend, indemnify, and hold Client harmless against Claims made or brought against Client for Bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under this Agreement or by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (x) is based on information or requirements furnished by Client, (y) is the result of a modification made by an entity other than MCCi, or (z) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer

infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option, and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Client Indemnification.

If the Services require MCCi to access or use any third party products provided or used by Client, Client warrants that it shall have all rights and licenses of third Parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi.

(c) Indemnification Procedure.

Client shall give MCCi (a) prompt written notice of the Claim; (b) sole control of the defense and settlement of the Claim (provided that the MCCi may not settle any Claim unless it unconditionally releases the Client of all liability and does not otherwise negatively impact the Client's rights, including, without limitation, those in its intellectual property); and (c) at MCCi's cost, all reasonable assistance.

(d) Limitation of Liability.

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT AND INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO MCCi BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS.

(ii) NOTWITHSTANDING SECTION 12(d) MCCi'S LIABILITY FOR CLAIMS INVOLVING ITS INDEMNIFICATION OBLIGATIONS SHALL BE LIMITED TO \$500,000.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 12. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this

Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

MCCi will name Client as an additional insured under the Comprehensive General Liability policy. MCCi represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability. A waiver of subrogation shall be granted in favor of Client on all policies; and Client shall be a certificate holder and be provided certificates of insurance, evidencing continuous coverage throughout the Term hereof.

14. Notices

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

<u>If to MCCi</u>	<u>If to Client:</u>
MCCi, LLC	City of Friendswood
3717 Apalachee Parkway	910 S Friendswood Drive
Suite 201	
Tallahassee, FL 32311	Friendswood, TX 77546
Attn: Legal Department	Attn: City Secretary
Email:	Email:
legal@mccinnovations.com	citysecretary@ci.friendswood.tx.us

15. Miscellaneous

(a) 3rd Party EULA Provisions.

Client acknowledges that it is responsible for adhering to any third-party End User License Agreements, acceptable use policies and/or terms and conditions or similar requirements ("EULA"), supplied by MCCi, for any products procured on behalf of Client by MCCi.

(b) Use of Open-Source Code.

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any software or other Intellectual Property that is distributed or made

available as "open source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open - Source Materials includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize its software internally without MCCi's help. MCCi is not responsible for any damages caused by Client's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

(d) MCCi Software Configuration Services.

Client may elect to contract with MCCi to configure Client's software. In these situations, Client acknowledges it is responsible for testing all software configurations and as such, waives any and all liability to MCCi for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, MCCi agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(i) Audit Rights.

With reasonable notice and at a convenient location to Client, Client will have the right to audit MCCi's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, MCCi will, to the extent legally required by such regulators, provide access for the same.

Client shall bear all costs associated with audits unless said audits are already in place with MCCi and required by MCCi's own policies and procedures or regulatory standards

(j) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(k) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(l) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(m) Dispute Resolution.

Should a dispute arise between MCCi and Client involving their respective responsibilities, limitations or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. The Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors.

(n) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(o) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(p) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(q) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by the laws of the State of Texas. The parties further agree that the performance and all matters related thereto shall be in Galveston County, Texas.

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

E-SIGNED by Emery Jones
Signed: on 2022-06-28 21:10:33 GMT
Name: Emery Jones
Title: CFO
Date: June 28, 2022

CITY OF FRIENDSWOOD ("Client")

Signed: _____
Name: _____
Title: _____
Date: _____

910 S FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 19829

LASERFICHE PLATFORM UPGRADE ORDER

Pursuant to Master Services Agreement No. 19829 ("**Agreement**"):

This Laserfiche Platform Upgrade Order, designated as Addendum No. 1 is entered into as of _____, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

E-SIGNED by Emery Jones
on 2022-06-28 21:11:04 GMT
Signed: _____
Name: Emery Jones
Title: CFO
Date: June 28, 2022

CITY OF FRIENDSWOOD ("Client")

Signed: _____
Name: _____
Title: _____
Date: _____

PRICING: LASERFICHE PLATFORM UPGRADE



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill /Ship to: James O'Brien
jobrien@friendswood.com

Client Name: City of Friendswood
Client Address: PO Box 1288, Friendswood, TX 77549
Quote Number: 24110
Order Type: Platform Change

Quote Date: June 17, 2022

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>THIRD-PARTY SOFTWARE</u>			
☒ Cities Digital ArcGIS Integration with Laserfiche	1	\$5,000.00	\$5,000.00
<i>Third-Party Software Subtotal</i>			<i>\$5,000.00</i>
GRAND TOTAL - ONE-TIME SOFTWARE			<i>\$5,000.00</i>

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Annual Total</i>
<u>THIRD-PARTY ANNUAL SOFTWARE SUPPORT</u>			
☒ Cities Digital ArcGIS Integration with Laserfiche	1	\$1,000.00	\$1,000.00
<i>Third-Party Annual Recurring Software Support Subtotal</i>			<i>\$1,000.00</i>
<u>LASERFICHE ANNUAL SUBSCRIPTION - BASIC</u>			
☒ Laserfiche Business User Subscription (25-49 Users)	40	\$830.00	\$33,200.00
☒ Laserfiche Participant User Subscription (10-199 Users)	40	\$110.00	\$4,400.00
☒ Laserfiche Records Management Subscription	1	Included	Included
☒ Laserfiche Public Portal Subscription for Unlimited Laserfiche Servers	1	Included	Included
☒ Laserfiche Quick Fields Complete with Agent Subscription (10-Pack)	1	Included	Included
☒ Laserfiche Advanced Audit Trail Subscription	1	Included	Included
☒ Laserfiche Forms Portal Subscription	3	Included	Included
☒ Laserfiche Sandbox Subscription	3	Included	Included
☒ Laserfiche Integration with DocuSign Subscription	1	Included	Included
<i>Laserfiche Annual Recurring Subscription Subtotal</i>			<i>\$37,600.00</i>
<u>MCCI ANNUAL SUBSCRIPTION</u>			

☒	Laserfiche PowerPack by MCCi Subscription <i>Requires dedicated Full Named User.</i>	1	\$1,000.00	\$1,000.00
	MCCi Annual Recurring Subscription Subtotal			\$1,000.00

MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION

☒	Managed Support Services for Laserfiche <i>Client needs are estimated based on the current components provided herein: up to 20 hours that will expire at the end of your renewal term.</i>	1	\$2,772.00	\$2,772.00
☒	Training Center for Laserfiche Subscription (1-49 Users), Per User	25	\$78.00	\$1,950.00
☒	MCCi SLA for Laserfiche (25-49 Users)	1	\$2,500.00	\$2,500.00
	MCCi Supplemental Support Services Annual Recurring Subscription Subtotal			\$7,222.00

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION				\$46,822.00
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<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>MCCi SERVICE PACKAGES</u>			
☒ Laserfiche System Migration Package	1	\$5,400.00	\$5,400.00
☒ Laserfiche Licensing Platform and Version Upgrade Package	1	\$5,625.00	\$5,625.00
☒ Laserfiche Filing Workflow Configuration	1	\$8,100.00	\$8,100.00
☒ Laserfiche PowerPack by MCCi Installation and Configuration Package	1	\$1,350.00	\$1,350.00
☒ Laserfiche Records Management Module Training with Laserfiche Workflow - Level 3 (Remote)	1	\$6,971.25	\$6,971.25
☒ Laserfiche Repository Administrator Training - Basic (Remote)	1	\$1,515.00	\$1,515.00
☒ Laserfiche User Training - Full (Remote)	1	\$2,415.00	\$2,415.00
☒ Implementation Management	1	\$11,475.00	\$11,475.00
Service Packages Subtotal			\$42,851.25

MCCi PROFESSIONAL SERVICES - STATEMENT OF WORK

☒	ArcGIS Integration with Laserfiche <i>Please see detailed Statement of Work (SOW).</i>	1	\$13,950.00	\$13,950.00
	Professional Services Subtotal			\$13,950.00

GRAND TOTAL - ONE-TIME SERVICES				\$56,801.25
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EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT

☒	Laserfiche Team Server	-1		
☒	Laserfiche Records Management Module	-1		
☒	Laserfiche Full User (Email & Snapshot Included)	-4		
☒	Laserfiche Retrieval User	-10		

☒	Laserfiche Plus Plug-in	-1	
☒	Laserfiche WebLink	-1	
☒	Laserfiche Standard Audit Trail	-1	
☒	Laserfiche ScanConnect (Legacy)	-1	
☒	Laserfiche Software Support Credit Proration	1	
☒	Existing Laserfiche Software Support Credit Total		(\$6,864.15)

EXISTING MCCi SUPPLEMENTAL SUPPORT CREDIT

☒	Managed Support Services, Per Hour	-1	
☒	MCCi Supplemental Support Services Credit Proration	1	
	Existing MCCi Supplemental Support Credit Total		(\$569.59)

GRAND TOTAL - EXISTING SUPPORT CREDIT			(\$7,433.74)
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☒	Laserfiche One-Time Discount	1	(\$6,147.17)
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TOTAL LASERFICHE PROJECT COST			\$95,042.34
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All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ Initial Sale: Upon delivery of software or activation of the subscription ▪ Annual Renewal: 75 days in advance of expiration date
Service Packages	50% of the total upon receipt of Order, remaining 50% of each Service Package upon delivery completion and Client acceptance.
Professional Services: Statement of Work	Defined in Statement of Work

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the [Pricing](#) section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule justifying a change order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi's personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- All Services pricing assumes the Client will grant MCCi unattended access to the required infrastructure for the project. Failure to provide this access will result in a Change Order increasing the cost to the Client and the timeline of the project.
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.

- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and setup TLS certificates that meet application requirements.

GENERAL TESTING DEFINITIONS

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly and that the deployment is stable
- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment.

GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

LASERFICHE SYSTEM MIGRATION PACKAGE

MCCi's System Migration Package is designed for MCCi to assist with moving your existing Laserfiche infrastructure with your currently installed applications to your new server environment and upgrading to the latest Laserfiche supported versions.

CLIENT DELIVERABLES

- Provide Microsoft Window Server(s) that meets Laserfiche system requirements
- Provide a Windows account that has administrative rights to each new Laserfiche server, can create, write, and read the various Laserfiche databases, and query Active Directory
- Acquire, install, and setup TLS certificates that meet Laserfiche requirements
- Create backup of Laserfiche databases and restore in new SQL environment
- Transfer data to new environment

MCCi DELIVERABLES

- Install and configure one (1) instance of each existing Laserfiche application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.)
- Register existing repositories in the new environment with the various Laserfiche applications

- Upgrade existing Laserfiche applications to newest supported version of Laserfiche
- Provide consultation on best practices for volume and Laserfiche database migrations
- Perform basic software deployment testing

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Updates to configuration in any Workflows, Forms, Quick Fields, or Import Agent Sessions migrated
- Configuring Identity Providers other than native Active Directory
- Installing or Configuring applications that were not already installed or configured
- Migrating custom settings or integrations

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all servers.
- Laserfiche Server version 8 and Laserfiche Workflow version 8.3 or later is currently installed.
- If applicable, Client has also ordered Installation and Initial Configuration of Active Directory Certificate Services package (see package description for full detail).

LASERFICHE LICENSING PLATFORM AND VERSION UPGRADE PACKAGE

MCCi's Laserfiche Licensing Platform and Version Upgrade Package is designed for MCCi to switch your existing Laserfiche Licensing Platform (e.g., United, Teams, Avante, Rio) to a new Laserfiche Licensing Platform (e.g., United to Avante or Avante to Rio, etc.) on the servers that Laserfiche is currently installed on. This includes installing new modules that are included with your new licensing platform, installing and configuring directory server, converting/migrating users from your repository to directory server if needed, and upgrading your existing Laserfiche applications to the newest supported versions.

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements

MCCi DELIVERABLES

- Perform licensing update to upgrade Client to defined platform and newest supported version of Laserfiche
- Install and configure new modules in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) not currently owned by Client to not exceed: directory server, Web Client, Forms, Workflow as outlined in the Laserfiche assumptions section
- Install and configure Directory Server on the appropriate server per MCCi best practices
- Convert/migrate repository user accounts to Directory Server (some pre-requisites apply)
- Configure Laserfiche web products for Single Sign-On using LFDS authentication in one (1) environment (e.g., Test, Dev, Staging, QA, etc.)

EXCLUSIONS

MCCi is not responsible for the following:

- Migrating Laserfiche system or MS SQL to new Windows Servers
- Migrating existing Laserfiche environment/applications to new environment
- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Configuring identity providers other than native Active Directory
- Metadata Configuration

ASSUMPTIONS

- Existing SQL Server version instances meet Laserfiche requirements.
- Existing Windows Server version meets Laserfiche requirements.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.

- Included if applicable; Installation and Configuration of AD CS Services package, see package description for full detail.
- Laserfiche Server version 8 and Laserfiche Workflow version 8.3 or higher are currently installed.

LASERFICHE POWERPACK BY MCCi INSTALLATION AND CONFIGURATION PACKAGE

MCCi provides installation and configuration services to assist MCCi's Clients in quickly utilizing the benefits of the powerful features included in PowerPack.

CLIENT DELIVERABLES

- Provide IIS web server to host the Data Analytics website
- Provide SQL Server to host Data Analytics database (will be created during the initial configuration)
- Provide server/workstation to install OCR Scheduler and Data Analytics service
- Provide Laserfiche Workflow server to install and configure custom Workflow Activities
- Provide a dedicated Laserfiche named user license for PowerPack to utilize

MCCi DELIVERABLES

- Install PowerPack components on a single server (workflow custom activities will be installed on the workflow server)
- Configure one OCR Scheduler schedule
- Install PDF and Microsoft Office iFilters
- Provide one (1) remote overview training for up to one (1) hour

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring OCR Scheduler to extract text from electronic files other than PDF and MS Office files (Tiff files will still be OCR'd)
- Running OCR on files in Laserfiche record series
- Creating workflows

ASSUMPTIONS

- PowerPack is whitelisted with Client's antivirus software.
- Client environment supports the latest Laserfiche SDK runtimes.
- Microsoft Visual C++ 2015 Update 3 is installed and configured on Client system.
- Microsoft .NET Framework 4.8 is installed and configured on Client system.
- Laserfiche Workflow 10.2 or later is installed and configured on Client system.
- Laserfiche Server 10.2 is installed and configured on Client system.

LASERFICHE FILING WORKFLOW CONFIGURATION

MCCi's Laserfiche Filing Workflow Configuration Services are designed to be highly collaborative. The goal is to provide a customized process that allows Client's organization to archive specified records in a proper format and location that is consistent with Client's organization's standards. To execute, MCCi's team of expert Project Managers and System Engineers will work with Client's Project Manager to build a Filing Workflow in Client's Laserfiche environment.

CLIENT DELIVERABLES

- Provide MCCi with a mapped-out narrative and flowchart of the specified business process
- Thoroughly define each resource and activity in the business process, including, without limitation, any exceptions
- Complete requirements gathering with MCCi Project Manager to define document types, naming schemes, folder paths, and metadata

MCCi DELIVERABLES

- Configure a Laserfiche Filing Workflow to file documents in the Laserfiche repository (not to exceed 15 document types)
- Rename documents and route to appropriate folder structure

- Create up to three (3) Laserfiche templates and up to seven (7) fields per template
- Provide requirements gathering
- Set root-level security
- Conduct half-day of remote “train the trainer” training on administering and executing the processes built by the MCCi project team
- Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring business routing logic
- Restructuring metadata
- Determining Records Management settings
- Cleaning up existing documents
- Configuring automated security
- Installing software

ASSUMPTIONS

- Workflow is already installed and configured.

LASERFICHE REPOSITORY ADMINISTRATOR TRAINING

MCCi’s Repository Administrator Training is available as a single half-day session or a full day (two half-day sessions). The goal is for your organization to have a trained Repository Administrator. The single half-day session focuses on ongoing management of the repository with a focus on user management, troubleshooting user permissions, monitoring and auditing user activity, and managing metadata. The full day includes ongoing management as well as considerations for future growth, focusing on setting up new security permissions, repository planning, creation of new metadata types, and more. The complete list of training topics is listed below.

- | | | |
|-------------------------------|---------------------------------------|------------------------------------|
| ▪ User Management | ▪ Metadata Management | ▪ Audit Trail (if purchased) |
| ▪ Core User Security | ▪ Repository Architecture Overview | ▪ Weblink Designer (if purchased)* |
| ▪ Supplemental User Security* | ▪ Web and Windows Clients Differences | ▪ Technical Support Overview |
| ▪ Monitoring User Activity | ▪ General Repository Settings | ▪ Recycle Bin Settings |

*Available for full day training only

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Repository Administration training according to the level of package purchased
- Provide training for up to six (6) users per session

Description	Basic	Full
Product Training	Laserfiche Web Management Laserfiche Administration Console Audit Trail (if purchased)	Laserfiche Web Management Laserfiche Administration Console Weblink Designer (if purchased) Audit Trail (if purchased)
Instructor-Led Sessions	1 session remote (3 hours total) or half day onsite	2 sessions remote (6 hours total) or 1 day onsite
Great For	Ongoing Management of the Repository	Ongoing Management of the Repository Future Growth of the Repository

LASERFICHE RECORDS MANAGEMENT MODULE TRAINING

Client should have full knowledge of internal records management policies and have prior experience in records management. This training will be quoted for Clients with the Records Management functionality of Laserfiche.

RECORDS MANAGEMENT TRAINING

- Records Series
- Versioning
- Cutoff Criteria
- Hold Period
- Final Disposition
- Event Dispositions
- Records Folders
- Security Tags
- Cutoff Eligibility
- Disposition Actions
- Interim Transfers
- Permanent Records
- Document Links
- Vital Records
- Retention Period
- Time Dispositions
- Accession / Freezing
- Destruction

ADMIN CONSOLE SETUP

- Cycle Definitions Setup
- Retention Schedules Setup
- Locations Setup
- Cutoff Instructions Setup

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Appoint a Records Management Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Records Management training according to the level of package purchased.
- Provide training for up to six (6) users per session

Description	Level 1	Level 2	Level 3
Instructor-Led Sessions	2 sessions (6 hours total) or 1 day onsite	4 sessions (12 hours total) or 2 days onsite	4 sessions (12 hours total) or 2 days onsite
Laserfiche Workflow for Uniform Filing Training 2 sessions (6 hours) or 1 Day Onsite	Not Included	Included	Included
Remote Post Training Configuration Assistance	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

USER TRAINING

MCCI's New User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client. Attendees will become familiar with how to import new content, to search and retrieve existing content, and to export. Your organization can choose whether training is conducted on the web-based or on the Windows desktop Client.

BASIC

Your organization can work closely with the product trainer to identify user functions, customizing the training agenda on what attendees need to know for how they will use the repository. The trainer can emphasize certain topics and can eliminate or briefly describe others.

- Import Options
 - Laserfiche Scanning
 - Search and Retrieval
- Metadata Reports
 - Dashboard (Laserfiche Cloud)
 - Export Options
- Annotations Tools
 - Templates & Fields
 - OCR and Generating Text

ADVANCED

MCCI's Advanced User Training is a continued examination of features available in the Laserfiche Client. Your organization can work closely with the product trainer to emphasize certain topics and can eliminate or briefly describe others.

- Laserfiche Snapshot
 - Microsoft Office Integration
 - Advanced Search Syntax
- Version Control
 - Tags
 - Custom Quick Search
- User Options
 - Repository Design Considerations

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Laserfiche User training according to the level of package purchased
- Provide training for up to six (6) users per session

Description	Basic	Full	Advanced
Product Training	Laserfiche Client	Laserfiche Client	Laserfiche Client
Instructor-Led Sessions	1 session remote (3 hours total) or half day onsite	2 sessions remote (6 hours total) or 1 day onsite	1 session remote (3 hours total) or half day onsite
Great For	Onboarding a Single Department New Users to Laserfiche	Train the Trainer Learning & Development Department	Seasoned Laserfiche Users

IMPLEMENTATION MANAGEMENT PACKAGE

MCCi will manage the work, communication, and documentation MCCi deems necessary for successful project delivery.

MCCI DELIVERABLES

- Manage Client communication
- Produce project documentation
- Oversee risk/issue management
- Oversee meeting scheduling
- Ensure deliverables are met
- Budgeting and Resource Management

SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi Managed Support Services (MSS) or Process Administration Support Services (PASS) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal.

LASERFICHE

	Managed Support Services
Description	MSS
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e. error codes, bug fixes, etc.)*	■
Remote access support through web conferencing service *	■
Access to product update version and hotfixes (Client Download)*	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums*	■
Additional Remote Basic Training	■
Additional System Settings Consultation	■
Assistance with Implementation of Version Updates	■
Annual Review (upon Client's request) of Administration Settings	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	
Configuration of Laserfiche Quick Fields sessions	
Basic Records Management Module Overview Training	
Administration Configuration Services	
Dedicated Certified Professional	
Proactive recurring consultation calls upon the Client's request	
Annual Review of business process configurations	
Institutional Knowledge of Client's Solution	
Maintenance of MCCi/Client configured <i>complex</i> business processes	
Ability to schedule after-hours migrations/upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET	
Basic JavaScript, CSS, and Calculations for Laserfiche Forms*	

* Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

* Excludes the development of new integrations, large-scale development projects, and SQL queries.

** **Hours:** MCCi allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configuration a new *complex* business process. In those instances, a separate SOW is required.

BUSINESS PROCESS DEFINITIONS (RELATIVE TO THE TABLE ABOVE)

A Workflow, Forms, or Quick Fields process that automates or streamlines an organization-specific process.

- **BASIC:** A business process requiring minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process.
- **COMPLEX:** A large business process with an extensive configuration that is mission-critical to the organization.
 - *EXAMPLES:* Large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's Application Support Analyst to have institutional/process knowledge to configure the process.
 - For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.
- **MCCi Packaged Solution:** A solution MCCi has created for a market that has a specific business process automation use.

SUPPLEMENTAL SUPPORT PACKAGE DESCRIPTIONS

CLIENT RESPONSIBILITIES (ALL PACKAGES)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution (Laserfiche, ABBYY, Blue Prism).
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

MANAGED SUPPORT SERVICES (MSS)

MCCi's **MSS** package provides additional training and assistance to the Client's administrator and users. Pricing for the advanced block of hours is based on MCCi's Support Technician hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **MSS** can be used for the following:

- **ADDITIONAL REMOTE TRAINING**
Additional web-based training is conducted to train new users or as refresher training for existing users.
- **ADDITIONAL SYSTEM SETTINGS CONSULTATION**
MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.
- **REMOTE IMPLEMENTATION OF VERSION UPDATES**
While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of **MSS**, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.
- **ANNUAL SYSTEM REVIEW & ANALYSIS**
MCCi will access Client's system to review how Client's organization uses Client's solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.
- **LASERFICHE CERTIFICATIONS**

Priority offering of complimentary Laserfiche certifications, based on availability.

- **LASERFICHE CONFERENCE REGISTRATION**

Priority offering of complimentary Laserfiche Empower registration, based on availability.

- **ABBYY USER, GROUP, IMPORT PROFILE, AND BATCH UPDATES**

MCCi will create or update users or groups, import profiles, or batches within Client's ABBYY solution.

SERVICE LEVEL AGREEMENT (SLA)

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support (Client Self-Hosted)
- Application Support (Cloud Applications)

THE TRAINING CENTER FOR LASERFICHE

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

**The Training Center subscription gate is based on Laserfiche user counts*

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) if such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to as provided by software

manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LASERFICHE ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

HARDWARE REQUIREMENTS & INSTALLATION

Client is responsible for ensuring they meet the recommended hardware requirements, which are available upon request. One (1) of each of the following components will be installed as part of Client's Laserfiche solution by default unless Pricing section states otherwise:

LASERFICHE SUBSCRIPTION

- Laserfiche Server
- Windows Client & Administration Console
- Web Client*
- Mobile Server
- Federated Search*
- Directory Server (LFDS)*[†]
- Import Agent
- Workflow (Professional/Business only)
- Forms* (Professional/Business only)
- Audit Trail

**Requires SSL/TLS Certificate. Client is responsible for acquiring and installing prior to Laserfiche implementation. Certificate requirements for Laserfiche Directory Server can be [found here](#).*

[†]Required for all Rio and Avante systems and cannot be removed.

Note: *Configuring a test environment, setting up an external DMZ, and/or setting up failover/load balancing are not included by default and must be detailed and priced in the applicable Statement of Work to be implemented.*

LASERFICHE END USER LICENSE AGREEMENT (EULA)

By accepting this Order, Client acknowledges Laserfiche's EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are applicable to actively supported perpetual software and are bundled with on-premises Subscription and Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. On-premises Subscription and Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Access to new product update versions and hotfixes
- Software credit eligibility for product upgrades, as determined by Laserfiche's then current policy
- Continued access to Client's Laserfiche solution*

** Specific to Laserfiche Cloud and Laserfiche on-premises Subscription licensed Clients*

POLICIES

- To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.
- All software support plan subscriptions are annual, prepaid and non-refundable
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf.

- For platform upgrades, software and support credit eligibility is determined by Laserfiche's then current policy. To receive any available software or support credit, Client's support plan must be active (i.e., support plan has not expired)
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e. prorating for less than four months may not be permissible due to the timing of renewal invoicing.)

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
- Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
- Perpetual software support plan: Access to the Laserfiche support website and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche.
- Laserfiche on-premises Subscription or Laserfiche Cloud: Access to Client's Laserfiche solution will be turned off after 30 days and Client's access to the Laserfiche support website, and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche. Laserfiche on-premises Subscription Clients must reactivate the on-premises Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.
- Reinstatement Fees: In order to receive uninterrupted support for perpetual on-premises Laserfiche Software Solutions, Client must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that Client's software support plan is expired for more than 45 days, the plan will need to be reinstated. Reinstatements reset the annual date of the software support plan, and the cost includes one year of the software support plan in addition to the Reinstatement Fee. The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired.

INTEGRATIONS

Third-party Laserfiche integrations or utilities may consume one (1) or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by Client and considered in the user licensing purchased.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to download software licenses and activations, process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

Exhibit A

Statement of Work

City of Friendswood TX

Laserfiche Integration with ArcGIS

Issued: June 17, 2022

Valid for 30 days



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STATEMENT OF WORK ("SOW")

This Statement of Work (including appendices hereto, the ("SOW") is part of Client's Master Agreement with MCCi (the "Master Agreement") and will serve as an Exhibit to the Order. If there is any conflict or inconsistency between the provisions of this SOW and the Master Agreement, the provisions of the Master Agreement shall apply unless the discrepancy is specifically called out within this SOW in which case this SOW shall control solely with respect to such conflict or inconsistency. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Agreement. In consideration of the foregoing and of the mutual covenants and promises set forth herein, MCCi and Client agree as follows:

BACKGROUND

The Client is coming to MCCi with an interest in deploying an integration between their Enterprise Content Management (ECM) system Laserfiche and their ArcGIS Interface – ESRI. As a part of this solution delivery MCCi will configure a Filing Workflow Process for documents being filed into Laserfiche that will be featured within the integration between ESRI and Laserfiche via the ArcGIS integration. By deploying this solution, the Client will gain access to a powerful solution that will allow for a more seamless user experience with the organization's ArcGIS system.

PROJECT OBJECTIVES

- Project Setup & Staging
- Configuration of CDI ArchGIS Integration
- Filing Workflow Process for GIS Documents
- Solution Administration Training
- Project Acceptance and Project Closeout

[remainder of page left intentionally blank]

PROJECT STAKEHOLDERS

GENERAL INFORMATION

PROJECT NAME	PROJECT MANAGER	MCCi SINGLE POINT OF CONTACT
Laserfiche Integration with ArcGIS	TBD	Mike Collier

MCCi SOW PREPARATION INFORMATION

NAME	TITLE	EMAIL	PHONE NUMBER
Nathan Whicker	Lead Solution Architect	nwhicker@mccinnovations.com	800-342-2633 ext. 1564

CLIENT DECISION MAKER

NAME	TITLE	EMAIL	PHONE NUMBER
James O'Brien	Director of Information Technology	jobrien@friendswood.com	(281) 996-3217

CLIENT PROJECT STAKEHOLDERS

NAME	TITLE	EMAIL	PHONE NUMBER
James O'Brien	Director of Information Technology	jobrien@friendswood.com	(281) 996-3217
Abrin Brooks	GIS Coordinator	abbrooks@friendswood.com	(281) 996-3200

[remainder of page left intentionally blank]

MILESTONES & DELIVERABLES

MILESTONE	DELIVERABLES
#1: Project Kickoff and Staging	Project Kickoff: MCCi team will coordinate and conduct 30-minute meeting with Client project stakeholders to review project objectives, assumptions, deliverable(s); and discuss procedures, plans, collaboration platform, roles, timeline, etc. Remote Access Set Up for MCCi Project Team: Client IT contact will work with MCCi Project Manager to establish the appropriate remote server access needed for the project and according to Client's internal security protocols.
#2: Deploy the ArcGIS Integration by CDI	MCCi Project Manager while remotely accessing the Client's system will work with CitiesDigital to deploy and configure the ArcGIS Integration with Laserfiche. Laserfiche layers will be created from existing ArcGIS layers, to allow for metadata from Laserfiche to be mapped to fields within ArcGIS layers. See Exclusions, Assumptions, and Appendix A for additional information
#3: Creation and Implementation of Filing Workflow Process for GIS Documents	MCCi Project Manager while remotely accessing the Client's system will create and deploy a Filing Workflow process for documents utilized within GIS. The Filing Workflow will be configured for up to 15 document types and will allow for the reception of documents via scanned images, Laserfiche Snapshot, and/or file import .
#4: ArcGIS Integration Administration Training	MCCi will work with GIS department admins to show where the integration connects to ArcGIS and how the integration can be configured to layers within ArcGIS. The training will show how the integration maps between the layers in ArcGIS with the metadata fields within Laserfiche.
#5: Client Testing	Client Testing Team will execute User Acceptance Testing ("UAT"). Client is responsible for fully testing configurations prior to going live.
#6: System Handoff & Project Wrap-up	Client will go fully live with the system and configured processes. A formal wrap-up call will be held to transition Client to their MCCi Account Management and Support team.
#7: 30-Day Post-Implementation Configuration Assistance	MCCi Project Team will continue to be available for 30-days [or Not to Exceed X hours] after System Handoff. This time should be leveraged by Client for minor modifications, assistance with deployment, strategy meetings, etc.

EXCLUDED

GENERAL

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining a backup and recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to configuration changes made by Client's team prior to system Handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.
- MCCi is not responsible for creating any layers within ArcGIS
- MCCi is not responsible for anything not expressly included in this SOW.

SOW ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the Scope of services to be provided. Variations to the following may impact the SOW's cost and/or schedule justifying a Change Order (defined below).

DELIVERABLE ACCEPTANCE CRITERIA

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements.
- Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary.
- If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail.
- MCCi shall use reasonable efforts to promptly resolve any such deficiencies.
- Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above.
- Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

GENERAL

- Client agrees that the work schedule described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this SOW.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with a potential impact analysis of timeline and budget within five (5) business days of identification.
- Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client shall provide MCCi accurate data throughout the requirements gathering process.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the Business Process Configuration, related software, etc.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of this SOW. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.

- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under this SOW; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with this SOW.
- The Post-Implementation Configuration Assistance is intended to incur no more than 10 hours over the 30-day period. This assistance is intended to aid in transitioning Client to MCCi Support.
- All Services pricing assumes the Client will grant MCCi unattended access to the required infrastructure for the project. Failure to provide this access will result in a Change Order increasing the cost to the Client and the timeline of the project.
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.
- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- The ArcGIS system will be on version 10.1 or later
- The required application server environments and SQL Server environments will be deployed prior to the initialization of the project
- Users accessing Laserfiche will be a licensed with either a Full Named User or Participant User license
- Users using the ArcGIS Integration from CDI will access Laserfiche via the Laserfiche Web Client
- The required layers within ArcGIS to Laserfiche will be configured by the Client.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

INSTALLATION

- Client shall be responsible for setting up, testing, configuring, and otherwise managing users and user group security, privileges, feature rights, and access rights.
- Client shall provide support for any API-related configurations and integrations being developed by its team or third parties.
- Client shall identify users participating in the business processes and ensure that appropriate user licensing has been acquired/assigned to them based on their role.
- MCCi's technical team will be provided unattended remote access to Client's applicable servers during the duration of the project outlined in this SOW.

[remainder of page left intentionally blank]

ROLES & RESPONSIBILITIES

PROJECT MANAGER

Responsible for planning, organizing, managing, controlling, and facilitating communicating all phases of the project. Will work with project resources to ensure accurate scoping and timely delivery of project.

SYSTEM ENGINEER

Responsible for integrating project technical aspects and making information relatable to non-technical personnel. Will work through each phase of the given system and process, from plan along with expansion to validation and operation, on measurable risk assessment, regularly concentrating on performance, testing, scheduling, and budgets.

BILLING SCHEDULE

FIXED FEE BILLING SCHEDULE

MCCi will bill Client based on the schedule defined below and will bill for actual out of pocket expenses incurred on a monthly basis.

Upon Achievement of the Milestone(s) Below	Invoice Amount
Kick Off	\$6,975
Project Close - Final Acceptance	\$6,975
Total:	\$13,950

If Client cancels this SOW between completed milestones in accordance with the Master Agreement, MCCi may invoice Client for a pro-rated share of the uncompleted milestone(s) for services actually performed through the effective date of such termination.

PROCESS & ESCALATION

CHANGE ORDER PROCESS

A Change Order is defined as a modification to the original contract price to complete Deliverables outlined in the SOW or a revised SOW to describe work required to fulfil the SOW. As this project progresses, it may be necessary to amend this SOW. Client understands that any change to this initial SOW will affect the fee and may extend the project completion date. If changes are required, Client will send a written request to MCCi outlining the requested change(s). MCCi will assess the change(s) and provide Client with a formal Change Order request. This Change Order will include the details of the scope change, as well as any additional cost that may be necessary in order to implement the same. It may be necessary to halt work on this project while Client reviews the Change Order request. After reviewing and approving the Change Order request, Client must return a signed copy to MCCi before work may proceed on the project.

ISSUE ESCALATION

Client may use the following contact information for resolution and escalation of any unresolved issues and tasks. MCCi will acknowledge escalations in writing and include steps toward resolution.

NAME	RESPONSIBILITY/ROLE	CONTACT NUMBER	EMAIL
Victor D'Aurio	Chief Operating Officer	850-701-0725 ext. 1604	victor@mccinnovations.com

APPENDIX A

ITEM #1 – ARCGIS INTEGRATION WITH LASERFICHE FROM CDI



ArcGIS Integration for Laserfiche

About

CDI's ArcGIS Integration with Laserfiche provides time-saving interaction between the ArcGIS interface and Laserfiche. This integration allows users to view, search, and upload documents directly into Laserfiche through the ArcGIS interface. The dynamic ArcGIS map will auto-populate to indicate which features on the map have Laserfiche stored documents associated with them. Documents, folders, and their metadata from Laserfiche are displayed as ArcGIS feature services, allowing for full functionality provided with ArcGIS 10.1. Documents within folders are displayed as attachments within the feature layer and are viewable within Laserfiche Web Access or WebLink.



CDI's ArcGIS/Laserfiche Integration

Features

- Documents or folders from Laserfiche can be made available as read-only for public users or read/write for internal users.
- Laserfiche layers are created from existing ArcGIS layers, allowing metadata from Laserfiche to be mapped to fields within ArcGIS layers. Multiple Laserfiche layers can be created to expose multiple sets of documentation.
- Feature services allow for all functionality compatible with ArcGIS Server 10.1 or higher. ArcGIS administrators are able to work with the Laserfiche layers as if they were hosted in ArcGIS.
- Documents or folders in Laserfiche are immediately available on the map as geo-coordinates are pulled in real-time from ArcGIS.
- Attributes from ArcGIS can be retrieved and displayed on the map with the Laserfiche documentation
- Documentation can be retrieved from Laserfiche based on Template, Field, and/or Folder Path within Laserfiche.



CDI
855-714-2800
sales@cdi.support

www.cdi.support
Laserfiche® is a trademark of Laserfiche

ADDENDUM NO. 2 TO MASTER SERVICES AGREEMENT NO. 19829

ONESPAN ORDER

Pursuant to Master Services Agreement No. 19829 ("**Agreement**"):

This OneSpan Order, designated as Addendum No. 2 is entered into as of _____, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 2 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

E-SIGNED by Emery Jones
Signed: on 2022-06-28 21:11:40 GMT

Name: Emery Jones

Title: CFO

Date: June 28, 2022

CITY OF FRIENDSWOOD ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

PRICING: ONESPAN



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill /Ship to: James O'Brien jobrien@friendswood.com

Client Name: City of Friendswood
Client Address: PO Box 1288, Friendswood, TX 77549
Quote Number: 24112
Order Type: Net New

Order Date: June 17, 2022

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Annual Total</i>
<u>THIRD-PARTY ANNUAL SUBSCRIPTION</u>			
☒ OneSpan Sign Transactions, Per Year (1,000-4,999 Tier) <i>Up to 10 documents per transaction. Laserfiche Integration requires a dedicated Laserfiche Full Named User License.</i>	1000	\$2.74	\$2,740.00
<i>Third-Party Annual Recurring Subscription Subtotal</i>			<i>\$2,740.00</i>
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION			<i>\$2,740.00</i>

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>MCCi SERVICE PACKAGES</u>			
☒ OneSpan Fast Track Deployment with Basic Laserfiche Integration	1	\$9,000.00	\$9,000.00
<i>Service Packages Subtotal</i>			<i>\$9,000.00</i>
GRAND TOTAL - ONE-TIME SERVICES			<i>\$9,000.00</i>

TOTAL LASERFICHE PROJECT COST	<i>\$11,740.00</i>
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All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Post Project Kick-Off

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ Initial Sale: Upon delivery of software or activation of the subscription ▪ Annual Renewal: 75 days in advance of expiration date
Service Packages	100% upon delivery completion and Client acceptance

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the [Pricing](#) section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule justifying a change order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi's personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- All Services pricing assumes the Client will grant MCCi unattended access to the required infrastructure for the project. Failure to provide this access will result in a Change Order increasing the cost to the Client and the timeline of the project.
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.

- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and setup TLS certificates that meet application requirements.

GENERAL TESTING DEFINITIONS

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly and that the deployment is stable
- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment.

GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

ONESPAN DEPLOYMENT WITH BASIC LASERFICHE INTEGRATION

OneSpan is an online signing platform with integration options within Laserfiche. The integration allows users to begin the signing process from within the Repository or to configure a workflow process to handle the assignment of the needed signatures. When signing is complete, the documents and signing certificates are returned to the repository. This package includes OneSpan setup, integration setup and configuration, but does not provide creation of processes built through Forms or Workflow.

CLIENT DELIVERABLES

- Ensure Laserfiche Web Client is installed on a web server that is accessible to OneSpan Sign servers
- Provide pre-created documents, ready for the signing process
- Appoint IT resources to work with MCCi for configuration and training
- Provide a dedicated Laserfiche named user license to operate the integration
- Ensure that TLS 1.2 is configured on all Laserfiche servers

MCCI DELIVERABLES

- Conduct a project kickoff call to set objectives and review systems/processes used

- Conduct OneSpan Sign overview/training (one (1) session) with Client stakeholders and technical resources (up to three (3) people trained)
- Assist Client with OneSpan Sign account configuration
- Assist Client with custom branding
- Configure one (1) signing template
- Install and configure OneSpan Sign Laserfiche Connector Service
- Design, build, and deploy Signing Process using Laserfiche Web Client or OneSpan Sign interfaces to send documents for signature and receive notification when signing is complete

EXCLUSIONS

MCCi is not responsible for the following:

- Creating and/or providing the process to build or create documents to be signed
- Integrating with Laserfiche Workflow

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) if such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to as provided by software

manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

ONESPAN ASSUMPTIONS

To determine which licenses are applicable, please refer to the [Pricing](#) section. Client's specific implementation may not include all features below.

TRANSACTIONS

One (1) transaction can include up to 10 documents. Additional documents will result in an additional transaction. If a client exceeds their subscribed transaction total, Client will be charged at the same rate for the additional transactions.

ALIGNMENT WITH RENEWAL

If Client desires for the OneSpan subscription to align with an existing MCCi renewal, a minimum of 12 months support is required. For example, if Client's renewal date is three (3) months away, 15 months support will be billed. The OneSpan renewal will be invoiced separately from other solution renewals.

ADDENDUM NO. 3 TO MASTER SERVICES AGREEMENT NO. 19829

MCCI SERVICES ORDER

Pursuant to Master Services Agreement No. 19829 ("**Agreement**"):

This MCCi Services Order, designated as Addendum No. 3 is entered into as of _____, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 3 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

E-SIGNED by Emery Jones
Signed: on 2022-06-28 21:11:27 GMT
Name: Emery Jones
Title: CFO
Date: June 28, 2022

CITY OF FRIENDSWOOD ("Client")

Signed: _____
Name: _____
Title: _____
Date: _____

PRICING: MCCi SERVICES



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill /Ship to: James O'Brien
jobrien@friendswood.com

Client Name: City of Friendswood
Client Address: PO Box 1288, Friendswood, TX 77549
Quote Number: 24137
Order Type: Services

Quote Date: June 17, 2022

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>MCCi PROFESSIONAL SERVICES - STATEMENT OF WORK</u>			
☒ Contract Management Laserfiche Forms Process <i>Please see detailed Statement of Work (SOW) - See Exhibit A.</i>	1	\$39,375.00	\$39,375.00
<i>Professional Services Subtotal</i>			<i>\$39,375.00</i>

GRAND TOTAL - ONE-TIME SERVICES	<i>\$39,375.00</i>
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TOTAL LASERFICHE PROJECT COST	<i>\$39,375.00</i>
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All Order Pricing Expires in 30 Days

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
Professional Services: Statement of Work	Defined in Statement of Work.

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) if such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have “in-house” technical support, it is Client’s responsibility to make available the appropriate Information Technology resources/consultant when needed.

Exhibit A

Statement of Work

City of Friendswood, TX

Contract Management Laserfiche Forms Process

Issued: June 17, 2022

Valid for 30 days



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STATEMENT OF WORK ("SOW")

This Statement of Work (including appendices hereto, the ("SOW") is part of Client's Master Agreement with MCCi (the "Master Agreement") and will serve as an Exhibit to the Order. If there is any conflict or inconsistency between the provisions of this SOW and the Master Agreement, the provisions of the Master Agreement shall apply unless the discrepancy is specifically called out within this SOW in which case this SOW shall control solely with respect to such conflict or inconsistency. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Agreement. In consideration of the foregoing and of the mutual covenants and promises set forth herein, MCCi and Client agree as follows:

BACKGROUND

The Client is a current user of Laserfiche and is in the process of transitioning from Team/United licensing to Laserfiche Subscription Business Tier. One of the primary motivations for the change will be to transition their current contract management and approval processes into Laserfiche. Current processes are decentralized and do not provide automatic routing, notifications, or administrative transparency. The objective of this project is to implement a Laserfiche Forms based contract submission and approval process governing routing and approvals of Vendor Contracts received by the organization. Along with the Vendor Contract approval process, Laserfiche Forms Design training will be delivered to help the Client transition other Contract approval processes over to Laserfiche. By transitioning these processes into Laserfiche, the Client gains the process standardization capabilities offered by Laserfiche Forms, as well as better process transparency of submissions/approvals to allow users and administrators better insight into how the approval process is functioning.

PROJECT OBJECTIVES

- Project Setup & Staging
- Creation and Implementation of a Laserfiche Forms process to manage Outside Contracts – Vendor submitted contracts
- Creation and Implementation of an approval process for Outside Contracts – Vendor submitted contracts within Laserfiche Forms
- Filing Workflow process for submitted contracts
- User Acceptance Testing on the Laserfiche Forms solution
- Business Process Training on the Laserfiche Forms Outside Contracts Approval process
- Process Automation Designer Training on Laserfiche Forms – Level 3
- Solution Acceptance and Project Closeout

PROJECT STAKEHOLDERS

GENERAL INFORMATION

PROJECT NAME	PROJECT MANAGER	MCCi SINGLE POINT OF CONTACT
Contract Management Laserfiche Forms Process and OneSpan Sign Deployment	TBD	Russell Haddock

MCCi SOW PREPARATION INFORMATION

NAME	TITLE	EMAIL	PHONE NUMBER
Nathan Whicker	Lead Solutions Architect	nwhicker@mccinnovations.com	800-342-2633 ext. 1564

CLIENT DECISION MAKER

NAME	TITLE	EMAIL	PHONE NUMBER
James O'Brien	Director of Information Technology	jobrien@friendswood.com	(281) 996-3217

CLIENT PROJECT STAKEHOLDERS

NAME	TITLE	EMAIL	PHONE NUMBER
James O'Brien	Director of Information Technology	jobrien@friendswood.com	(281) 996-3217
Leticia Brysch	City Secretary	lbrysch@friendswood.com	(281) 996-3217
Renee Kross	Dept. City Secretary	rkross@friendswood.com	(281) 996-3217

[remainder of page left intentionally blank]

MILESTONES & DELIVERABLES

MILESTONE	DELIVERABLES
#1: Project Kickoff & Project Staging	Project Kickoff: MCCi team will coordinate and conduct 30-minute meeting with Client project stakeholders to review project objectives, assumptions, deliverable(s); and discuss procedures, plans, collaboration platform, roles, timeline, etc. Creation of Asana Project: MCCi Project Manager will create and manage project timelines, milestones, deliverables, communication, etc. through Asana and provide access to Client's project team. Remote Access Set Up for MCCi Project Team: Client IT contact will work with MCCi Project Manager to establish the appropriate remote server access needed for the project and according to Client's internal security protocols. Creation of Asana Project: MCCi Project Manager will create and manage project timelines, milestones, deliverables, communication, etc. through Asana and provide access to Client's project team.
#2: Creation of Laserfiche Forms for Outside Contracts	MCCi will create and implement the Laserfiche Forms required for the processes associated with Contract Management outlined in Appendix A. The processes are for the Intake, Review, Approval, and Execution of Outside Contracts – Vendor Submitted Contracts.
#3: Creation of Forms Approval Processes for Outside Contracts	MCCi will create and implement the Laserfiche Forms Processes required for the process associated with Contract Management outlined in Appendix A. The process diagram in Appendix A showcases the different areas of Intake, Review, Approval, and Execution within the organization to be executed within Laserfiche Forms. • OneSpan Sign will be configured for the capture of Digital Signature for contract execution • OneSpan Sign is being delivered to the Client as a part of a separate project • Assumption is that digital signatures will be collected via OneSpan Sign. In the event that OneSpan Sign is not available then Wet Signature option will be used by default. An option on the Form will be given for Wet Signatures to be collected based on the discretion of the Contract Administrator for the organization
#4: Filing Workflow for Submitted Contracts	MCCi will create and implement a Filing Workflow Process for the contracts, attachments, amendments, and approval form output from Laserfiche Forms and stored within the organization's Laserfiche Repository.
#5: Client Testing	Client Testing Team will execute User Acceptance Testing (UAT). Client is responsible for fully testing configurations prior to going live.
#6: Business Process Training for Outside Contracts Forms Process	MCCi Project Manager will conduct remote "Train the Trainer" style training with the "Testing Team" to understand how the completed Business Process functions. "Testing Team" members will then be able to train the necessary end users on how to participate in the Business Process.

#7: Process Automation Designer Training on Laserfiche Forms – Level 3	MCCi's Laserfiche Forms Training is designed to be highly interactive. The goal is to quickly empower individuals in your organization to learn Laserfiche Forms. Individuals will learn not only how to create and maintain webforms but also apply their new skills to streamlining approval and review processes. Lastly, training is completed in your Laserfiche Forms environment, ensuring attendees have the right permissions to get started after training. The catalyst for the training session will be the additional Contract types the Client would like to manage using Laserfiche. The training will utilize the delivery of the Outside Contracts solution as a template for the additional contract types to be transitioned by the Client. The training will focus on Contract management, with the expectation the Client will transition the remaining contract processes into Laserfiche. CLIENT DELIVERABLES ▪ Have a license available for each attendee participating in the training ▪ Appoint a Forms Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions ▪ Provide the requisite IT resources ▪ Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc. (Level 2 and Level 3 only) MCCI DELIVERABLES ▪ Provide Process Automation training according to the level of package purchased. CSS and JavaScript are outside the scope of this training package ▪ Provide training for up to (six) 6 users per session <table border="1" data-bbox="456 1146 1511 1451"> <thead> <tr> <th>Description</th><th>Level 3</th></tr> </thead> <tbody> <tr> <td>Product Training</td><td>Laserfiche Forms</td></tr> <tr> <td>Instructor-Led Sessions</td><td>4 sessions remote (12 hours total) or 2 days onsite</td></tr> <tr> <td>Exercises Designed to Learn Tools and Explore Features</td><td>Included</td></tr> <tr> <td>Coaching on a Process Design</td><td>1 session remote (2 hours total)</td></tr> <tr> <td>Remote Post Training Configuration Assistance</td><td>Included, up to 30 calendar days from the last training session, not to exceed 10 hours</td></tr> </tbody> </table>	Description	Level 3	Product Training	Laserfiche Forms	Instructor-Led Sessions	4 sessions remote (12 hours total) or 2 days onsite	Exercises Designed to Learn Tools and Explore Features	Included	Coaching on a Process Design	1 session remote (2 hours total)	Remote Post Training Configuration Assistance	Included, up to 30 calendar days from the last training session, not to exceed 10 hours
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Coaching on a Process Design	1 session remote (2 hours total)												
Remote Post Training Configuration Assistance	Included, up to 30 calendar days from the last training session, not to exceed 10 hours												
#8: System Handoff	Client will go live with the system.												
#9: System Handoff & Project Wrap-up	Client will go fully live with the system and configured processes. A formal wrap-up call will be held to transition Client to their MCCi Account Management and Support team.												
#10: 30-Day Post-Implementation Configuration Assistance	MCCi Project Team will continue to be available for 30-days [or Not to Exceed 10 hours] after System Handoff. This time should be leveraged by Client for minor modifications, assistance with deployment, strategy meetings, etc.												

EXCLUDED

GENERAL

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining a backup and recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to configuration changes made by Client's team prior to system Handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.
- MCCi is not responsible for anything not expressly included in this SOW.

SOW ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the Scope of services to be provided. Variations to the following may impact the SOW's cost and/or schedule justifying a Change Order (defined below).

DELIVERABLE ACCEPTANCE CRITERIA

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements.
- Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary.
- If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail.
- MCCi shall use reasonable efforts to promptly resolve any such deficiencies.
- Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above.
- Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

GENERAL

- Client agrees that the work schedule described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this SOW.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with a potential impact analysis of timeline and budget within five (5) business days of identification.
- Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client shall provide MCCi accurate data throughout the requirements gathering process.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the Business Process Configuration, related software, etc.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of this SOW. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business,

technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under this SOW; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with this SOW.

- The Post-Implementation Configuration Assistance is intended to incur no more than 10 hours over the 30-day period. This assistance is intended to aid in transitioning Client to MCCi Support.
- All Services pricing assumes the Client will grant MCCi unattended access to the required infrastructure for the project. Failure to provide this access will result in a Change Order increasing the cost to the Client and the timeline of the project.
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.
- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

[remainder of page left intentionally blank]

ROLES & RESPONSIBILITIES

PROJECT MANAGER

Responsible for planning, organizing, managing, controlling, and facilitating communicating all phases of the project. Will work with project resources to ensure accurate scoping and timely delivery of project.

SYSTEM ENGINEER

Responsible for integrating project technical aspects and making information relatable to non-technical personnel. Will work through each phase of the given system and process, from plan along with expansion to validation and operation, on measurable risk assessment, regularly concentrating on performance, testing, scheduling, and budgets.

[Remainder of page left intentionally blank]

BILLING SCHEDULE

FIXED FEE BILLING SCHEDULE

MCCi will bill Client based on the schedule defined below and will bill for actual out of pocket expenses incurred on a monthly basis.

Upon Achievement of the Milestone(s) Below	Invoice Amount
Kick Off	\$3,937.50
Progress Bill 1	\$9,843.75
Progress Bill 2	\$9,843.75
Progress Bill 3	\$9,843.75
Project Close - Final Acceptance	\$5,906.25
Total:	\$39,375.00

If Client cancels this SOW between completed milestones in accordance with the Master Agreement, MCCi may invoice Client for a pro-rated share of the uncompleted milestone(s) for services actually performed through the effective date of such termination.

PROCESS & ESCALATION

CHANGE ORDER PROCESS

A Change Order is defined as a modification to the original contract price to complete Deliverables outlined in the SOW or a revised SOW to describe work required to fulfil the SOW. As this project progresses, it may be necessary to amend this SOW. Client understands that any change to this initial SOW will affect the fee and may extend the project completion date. If changes are required, Client will send a written request to MCCi outlining the requested change(s). MCCi will assess the change(s) and provide Client with a formal Change Order request. This Change Order will include the details of the scope change, as well as any additional cost that may be necessary in order to implement the same. It may be necessary to halt work on this project while Client reviews the Change Order request. After reviewing and approving the Change Order request, Client must return a signed copy to MCCi before work may proceed on the project.

ISSUE ESCALATION

Client may use the following contact information for resolution and escalation of any unresolved issues and tasks. MCCi will acknowledge escalations in writing and include steps toward resolution.

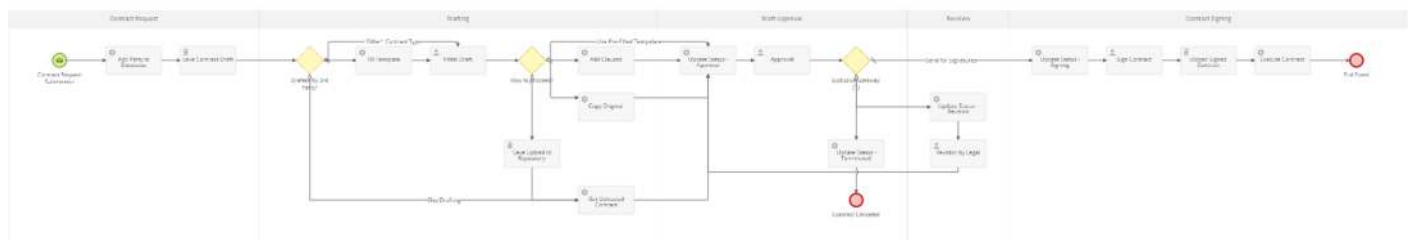
NAME	RESPONSIBILITY/ROLE	CONTACT NUMBER	EMAIL
Victor D'Aurio	Chief Operating Officer	850-701-0725 ext. 1604	victor@mccinnovations.com

APPENDIX A

ITEM #1 – CONTRACT MANAGEMENT SOLUTION

The Client was shown the Contract Management demo process featuring Laserfiche, Laserfiche Forms, Laserfiche Workflow, and OneSpan Sign. The process to be delivered as a part of this project will feature the aspects of that demonstration. The process begins with the Contract Routing Form to determine the type of contract being reviewed/approved. The Contract process has 4 stages – Submission, Draft, Review/Approval, and Signature Execution. The Submission stage collects the relevant information related to the submitted contract. If a vendor contract has been received it can be attached to the submission. Once submitted, it will route to the Client's designated Contract Administrator who will determine the routing and approval path for the submitted contract. This process will feature up to 4 levels of approvals for the Client's Contract Routing process. Once the routing and approval path is determined by the contract administrator, the Form routes to the approvers to review the Contract and approve or request revisions. After all approvals are complete the contract routes back to the Contract Administrator who will determine the signatures required to be collected for the specific contract. Once signatures are collected, the submitted Form, associated approval information and signed contract are all stored within Laserfiche.

SCREENSHOTS



ITEM #2 – CONFIGURATION WITH ONESPAN SIGN FOR DIGITAL SIGNATURES

The Client will need the option to either collect signatures digitally via OneSpan Sign or collect Wet Signatures for a contract. The Contract Administrator for the organization will make the determination for the specified contract. OneSpan Sign will be configured with Laserfiche Workflow in order to allow for specified signatories from Laserfiche Forms to be notified they are required to sign a contract via OneSpan Sign. The screenshots below show where in Forms the signatories are specified. Once the Form is submitted, the signatory information is handed to Laserfiche Workflow, where the signature fields are applied to the contract and the signatories are notified their signature is required. Once signatures are collected the signed copies are filed into Laserfiche.

SCREENSHOTS

The top screenshot shows the 'New Contract - Signing Information' form in Widget Tec. It includes fields for 'WidgetTec Signatory' (Michael Scott), 'WidgetTec Signatory Title' (Chief Operations Officer), 'Signatory' (Leslie Knope), and 'Signatory Title' (Chief Operations Officer). A 'Submit' button is at the bottom. A 'View Contract Folder' button is also present. A message states: 'The contract has completed reviews and is ready for signing. All parties must sign before the contract is executed.'

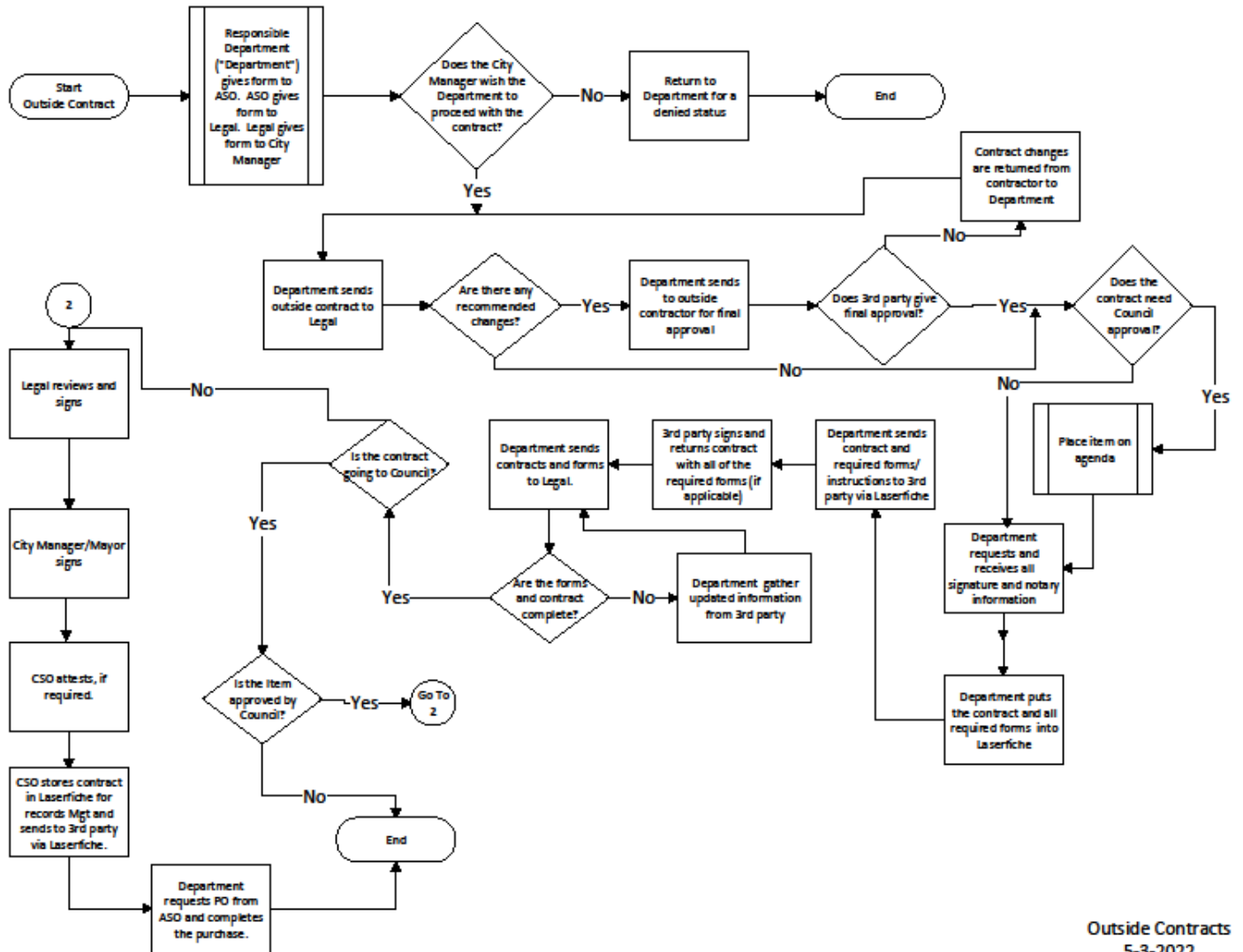
The middle screenshot shows a 'Process Diagram' for 'Contract Approval'. It includes steps like 'Contract Approval', 'Send for Signatures', 'Update Status - Signing', 'Update Status - Completed', 'Signing Complete', 'Execute Contract', and 'End Event'. A red arrow points to the 'Execute Contract' step.

The bottom screenshot shows the 'Workflow Designer' interface. The main canvas displays a workflow diagram with steps like 'Rename Contract', 'Rename Parent Folder', 'Get Contract Draft', 'Conditional Decision', 'Uploaded Contract', 'Get Signed Contract', 'Download Signed Contract', 'Attach Electronic Document', 'Delete Entry', 'Add Signatures 2', 'Add Signed Contract 2', 'Merging Signatures?', 'Add Signatures 3', 'Add Signed Contract 3', 'Branch', 'Request Signature for contract', 'Wait for Callback when Signing Complete', and 'Signings Complete'. A red arrow points to the 'Request Signature for contract' step. The right sidebar shows the 'Properties' panel for the 'Request Signature for contract' step, including fields for 'Sender Email', 'Transaction Name', 'Description', 'OneSpan Template', 'Message To All Recipients', 'Laserfiche Documents String', 'Signers String', and 'Signers'.

ITEM #3 – CURRENT CONTRACT APPROVAL PROCESS

The following process flow diagram was provided by the client showcasing the Outside Contracts approval flow:

SCREENSHOTS



Outside Contracts
5-3-2022

Letter of Removal - For Changing Licensing Models

The undersigned certify to Compulink Management Center, Inc. dba Laserfiche ("Laserfiche") that the following Laserfiche products for the below listed organization's perpetual Laserfiche licensed system will be deleted from such organization's computer systems within 60 days from the start of the new Laserfiche subscription licensing:

SKU	Product	LSAP Type	Quantity	Support Expiration	Serial Number
RXB	Retrieval Concurrent User	United	10	June 09, 2023	VELR-RANI-ETTR-NAII
S1B	Group Server	United	1	June 09, 2023	VELR-RANI-ETTR-NAII
97830UB	WebLink	United	1	June 09, 2023	VELR-RANI-ETTR-NAII
97840UB	Plus for Digital Archiving	United	1	June 09, 2023	VELR-RANI-ETTR-NAII
97870UB	Audit Trail	United	1	June 09, 2023	VELR-RANI-ETTR-NAII
FXB	Full Concurrent User	United	4	June 09, 2023	VELR-RANI-ETTR-NAII
QF-1B	Scan Connect	United	1	June 09, 2023	VELR-RANI-ETTR-NAII
RM2B	Records Management	United	1	June 09, 2023	VELR-RANI-ETTR-NAII

The undersigned acknowledge and agree that any credit to the current subscription term by Laserfiche has been issued conditionally upon removal of the above listed software and/or license(s), and that said organization will be charged the amount of the credit if any applicable activation keys have not been deactivated by the end of the above listed timeframe.

City of Friendswood

Registered End User/Organization Name

Signed By:

Name:

Title:

Date

Location

Email Address

MCCI

Laserfiche Authorized Solution Provider Name

E-SIGNED by Emery Jones
on 2022-06-28 16:10:19 GMT

Signed By:

Emery Jones

Name:

CFO

Title:

June 28, 2022

Date

3717 Apalachee Parkway, Tallahassee, FL 32311

Location

ejones@mccinnovations.com

Email Address

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 05/19/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the City Manager to negotiate and execute debris monitoring services contracts with (i) Thompson Consulting Services and (ii) Tetra Tech (RFP 2022-12).

Originating Department: Fire Marshal

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The following is for the pre-event contract that provides debris monitoring services in the event of an unforeseen declared emergency/disaster. On May 25, 2022 the Fire Marshal's Office/Office of Emergency Management went out for Proposals RFP 2022-12 for Disaster Logistics.

RFP 2022-12 was published in The Galveston Daily News and The Reporter News on May 25, 2022 & June 1, 2022 and as a result received 9 proposals: Thompson Consulting Services, Tetra Tech, Witt O'Brien's LLC, Rostan Solutions, True North, DebrisTech, Disaster Program & Operations Inc, TLC Engineering, & EM Solutions.

The proposals were opened on Tuesday, June 14, 2022 and after reviewing them, the selection committee recommended awarding the pre-event contract for disaster monitoring contract to (1) Thompson Consulting Services & (2) Tetra Tech. It has been the practice of the Fire Marshal's Office/Office of Emergency Management to have redundancy and back-up contracts when possible. FEMA prefers and encourages multiple contracts.

There are no upfront costs for this contract to be in place. (*) Funds would be appropriated only if the contract is executed.

This item authorizes the City Manager to negotiate a primary contract for debris monitoring services with Thompson Consulting Services and a secondary contract with Tetra Tech.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Federal Emergency Management Agency (FEMA) requires one debris monitor for every crew working, as well as debris monitors at the debris disposal site. There are no up-front costs associated with this contract, and if the contract is activated following a disaster, the costs related to the contract are eligible for FEMA reimbursement.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. RFP 2022-12 Debris Monitoring
2. RFP 2022-12 Debris Monitoring Evaluation Executive SUMMARY
3. 5 - TetraTech Submittal for_City of Friendswood Debris Monitoring Services_FINAL_Redacted
4. 3 - Debris Monitoring Services_Thompson Response_Redacted

City of Friendswood, Texas

Request for Proposals



Debris Monitoring Services
For the City of Friendswood
RFP 2022-12

SUBMIT PROPOSALS TO:

The City of Friendswood
City Secretary's Office
910 South Friendswood Drive
Friendswood, TX 77546

Monday - Thursday: 8:00 AM to 5:30 PM
Friday: 8:00 AM to 5:00 PM

SUBMIT NO LATER THAN:

Tuesday, June 14, 2022
2:00 PM (CDT)

MARK ENVELOPE:

RFP 2022-12

I. INVITATION

The City of Friendswood, Texas (the “City”) invites the submittals of proposals (“Proposals”) from qualified individuals or firms (“Respondent”) interested in providing debris monitoring services during and/or following incidents, emergencies, or disasters. Respondent is responsible for complying with all local, state, and federal government agencies rules and regulations. Respondent shall provide all services needed and take all necessary steps as required by grant regulations related to this RFP. The City may choose to award more than one Respondent if it is in the best interest of the City.

II. SUBMITTAL PROCESS

Please submit two (2) electronic copies on CD or flash drive by RFP opening time of 2:00 PM on Tuesday, June 14, 2022. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having authority to bind the Respondent in a contract. Submittals that are limited to 50 pages (excluding resumes or sample documents) or less are preferred.

The City of Friendswood
City Secretary’s Office
910 South Friendswood Drive
Friendswood, TX 77546
Monday - Thursday: 8:00 AM to 5:30 PM
Friday: 8:00 AM to 5:00 PM

Proposals sent via courier must be sealed in a separate envelope inside of the mailer. External envelope must be marked: RFP 2022-12.

To enable the City to efficiently evaluate the responses, it is IMPORTANT that Respondents follow the required format in preparing their responses.

Each copy of the response shall be bound using a semi-permanent binding method, to ensure that pages are not lost. Pages shall be no larger than letter-size (8.5” by 11”) or, if folded to that dimension, twice letter size (11” by 17”). Each section (defined below) shall be separated by a tabbed divider. Text shall be no smaller than 10 point. Margins shall be no smaller than 1 inch. Elaborate covers, binding, dividers, etc., are not required.

III. CONTENT OF SUBMITTAL

Each response shall be submitted as outlined in this section. Respondents shall include an outside cover and/or first page containing the following information:

Proposal for RFP 2022-12 Debris Monitoring Services

Respondent Firm or Individual Name

Submittal Date

A table of contents shall follow next, followed by tabbed dividers separating each of the successive six (6) sections:

A. Cover Letter

The first page following the divider shall be a one-page letter transmitting the response to Friendswood and stating that the proposal set forth in it remains effective for a period of sixty (60) calendar days. At least one

copy of the transmittal letter shall contain the original signature in ink, by a person having authority to bind the Respondent in a contract.

B. Qualifications

1. Briefly introduce your firm, providing a summary of the administration, structure, organization, and staffing of your firm.
2. Identify the project manager and each supervisor who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications, and licenses, etc. This includes identifying any proposed subcontractors.

C. Experience

1. Discussion of Respondent's experience in working with government agencies, to include, but not limited to the Federal Emergency Management Agency (FEMA).
2. List comparable projects for federal, state, or local governments, whether ongoing or completed, including references. Please include, at a minimum, details for each project listed in III.C.1. For each, please provide:
 - a. Project name and location,
 - b. Year completed,
 - c. Short description of project, and
 - d. Applicable references for each project.

D. Project Methodology

1. Provide a work plan that describes the firm's methodology, including
 - a. Operating Plan - The proposal should outline the ability to provide expert guidance with the current Federal, State and Local guidelines and regulations as they relate to disaster generated debris. In addition, it should include a detailed outline of how work will be accomplished and should include:
 - Information describing company's capabilities and resources
 - Equipment resources (company versus any subcontractors)
 - Any pertinent information needed to determine the Respondent's experience and ability to perform the anticipated work
 - b. Personnel/Staffing Plan – Describe, in detail, how the Respondent will staff operations as detailed in the scope of work. Also, include the following:
 - An organizational chart of all personnel that will be involved in the management of the debris monitoring process
 - State the primary work assignment and the percentage of time key personnel will devote to the contract if awarded the contract.
 - Provide and describe an employee training plan to ensure compliance with all local, local, state, and federal laws and regulations pertaining to the debris management monitoring
 - List training and experience (list all certifications)
 - Provide sufficient documentation that Respondent is well versed in all aspects of FEMA documentation, reimbursement and project management, as well as demolition and debris removal work.
 - c. Quality Assurance/Quality Control Plan – Describe Respondent's QA/QC plan to include:
 - Procedures and personnel utilized for quality control
 - Control of sub-contractors, if any, and performance.
 - Standard Operating Procedures (SOP).
 - d. Management Plan – Provide a management plan for each category of work below:
 - Capacity and plan for mobilization including what is anticipated for a maximum time to mobilize
 - Ability to track and record all work for invoices and auditing purposes

- Other unique services your company can provide
 - Construction drawings for temporary inspection towers
- e. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.
 2. The strategies and methods by which the work is performed must be included in the proposal and detailed sufficiently to allow the City to determine compatibility of the approach to the City's overall goals.
 3. Work plan shall clearly distinguish the firm's duties and responsibilities and those of the City. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.

E. Pricing and Fees

1. The proposal shall provide a breakdown of all potential costs (i.e., applicable hourly rates, training, travel and per diem, etc.).
2. The proposal shall include all services.
3. The proposal shall include a fee schedule for additional services required for successful implementation not already specifically identified in this RFP or optional services that may be of benefit to the City.

F. References

Include names and telephone numbers of persons whom the City can contact for references regarding the firm's past performance on similar projects.

IV. SCOPE OF WORK

The City is seeking proposals from qualified firms to provide expertise, personnel, materials, equipment, transportation, supervision and all other services necessary to monitor the recovery efforts of the City's Disaster Debris Removal Contractor (DRC) in accordance with Federal Emergency Management Administration (FEMA) policies and guidelines as outlined in this RFP. The primary purpose of these monitoring services is to ensure that the debris removal, hauling, recycling and/or disposal process is done properly and expeditiously and is eligible for reimbursement under FEMA, TCEQ and any other governmental agency with jurisdiction over response and recovery actions. Services include monitoring of debris collection and Temporary Debris Storage and Reduction Sites (TDSR Sites) and Disposal Sites, data reporting, and preparing proper documentation in order to request and obtain reimbursement from FEMA for disaster related costs and other related services. The Respondent shall monitor the DRC's progress, suggest, and assist with implementing recommendations to improve efficiency. The same firm will not be able to have both this contract and the Post Disaster Debris Removal contract.

All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency's requirements to maintain a safe working environment. The City has the right to increase or decrease the Respondent's assignment and/or areas of operation within the scope of this contract. The Respondent will be required to review the City Debris Management Plan and follow practices and guidelines as well as Federal Emergency Management Administration (FEMA) and all other applicable regulations, guidelines and practices. Respondent's proposal should outline the ability to provide expert guidance with the current federal, state and local guidelines and regulations as they relate to disaster generated debris. This RFP contains a detailed set of specifications for each category of work. The proposal should provide a detailed outline of how work will be accomplished and shall include the services listed in this section.

The City requires the expertise of a Respondent or multiple Respondents to provide debris monitoring services until such time services are no longer necessary as deemed by the City.

- A. Definitions: When used in this Request for Proposal, the following words, terms and phrases shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning.
 1. Disposal Site: A landfill or other waste management facility.

2. **Eligible Debris:** Debris which is generated by the disaster event and poses immediate threats to the public health and safety, of which the removal has been determined to eliminate immediate threats of significant damage to improved public or private property; and that which is considered essential to ensure economic recovery of the affected community at large.
3. **Notice to Proceed:** The written official notice to a respondent from an authorized City official instructing the respondent to proceed with disaster recovery and debris removal activities.
4. **Proposal:** an executed formal document submitted to the City stating the goods, consultant services, and/or services, as applicable, offered by the respondent to satisfy the needs as requested in the Request for Proposals (RFP) document.
5. **Respondent:** Any person or firm having a contract with or proposing to the City as a result of this RFP.
6. **Temporary Debris Staging and Reduction (TDSR) Site:** A temporary storage site for debris established for the purposes of gathering, storing, and reduction of debris.

B. Project Management and Process Oversight

Project management and process oversight activities shall include but not be limited to the following:

1. The Respondent shall appoint a Project Manager (PM), who will be the City's primary point-of-contact and will be responsible for all services and personnel that are provided by the Respondent.
2. The PM and other key personnel shall report to the City's Emergency Operations Center within twenty-four (24) hours of issuance of Notice to Proceed. The City expects the selected Respondent to give "priority" service to any call for services in the City. Respondent must commit to response times on the Respondent's Proposal.
3. The PM shall attend all meetings and briefings designated by the City. Daily meetings will be conducted by the Debris Manager with the Respondent, DRC and other essential personnel in order to confirm daily debris recovery activities and schedules, address and resolve problems, and discuss progress of the debris recovery effort.
4. The Respondent shall provide trained personnel to observe, direct and document the activities of the DRC. The Respondent shall be responsible for scheduling work for all its personnel on a daily basis. The Respondent shall assist the City in coordinating work assignments for the DRC.
5. The Respondent shall monitor the DRC progress and record the progress daily, including mapping all streets and locations where debris was collected. The Respondent shall count loads, verify quantities, tons, etc. from the disaster, to comply with the City's Debris Management Plan and FEMA reimbursement rules.
6. The Respondent shall attend one meeting and/or conference call annually, at no expense to the City, for pre-event planning.

C. Documentation and Reimbursement Assistance

1. The Respondent shall use load tickets to track and document the removal and management of Eligible Debris. The Respondent shall ensure that load tickets meet the requirements of FEMA and other federal or state reimbursement agencies. The Respondent shall retain original completed tickets on behalf of the City, which shall be turned over to the City daily. Copies of completed load tickets shall also be retained by the Respondent, vehicle driver, sub-DRC, and DRC.
2. The Respondent shall document all recovery work to ensure that proper records are maintained for load tickets and recovery costs for reimbursement purposes. During the first seventy (70) hours (first push) following a declared Presidential disaster, this may require documenting times that DRC manpower and equipment are actively used in order to document time and material reimbursements. This shall also include any photographs or other means of confirming debris load information for reimbursement purposes.
3. The Respondent shall assist the City in preparing reports necessary for reimbursement by FEMA, Federal Highway Administration (FHWA) and any other applicable federal, state or local agencies.
4. The Respondent shall provide regular reports throughout the emergency event, including updates for the daily briefing meetings; reports on the review and validation of the DRC; cubic yard/tonnage reports that provide the number of trucks and volume/tonnage of debris received at each TDSR Site, each Disposal Site

as well as a total for all TDSR Sites and all Disposal Sites; and a final report following completion of debris recovery operations.

D. Field Collection Monitoring

In order to obtain FEMA reimbursement for Eligible Debris, all loads must be monitored in the field by collection monitors. Specific activities shall include but not be limited to the following:

1. The Respondent shall provide personnel to serve as Field Monitors and Field Supervisors. The primary function of the Field Monitors is to verify that debris picked up by the DRC removal crews is Eligible Debris and to issue debris load tickets for such Eligible Debris. Field Supervisors shall oversee and coordinate the work of the Field Monitors.
2. The Respondent shall train all Field Monitors and Supervisors to ensure that proper FEMA documentation protocol requirements are instituted and followed. The Respondent shall equip all Field Monitors with vehicle transportation and with state-of-the-art technology, which shall include drones, cameras, computers, communication devices, and other equipment as deemed necessary and/or appropriate.
3. Field Monitors shall ensure DRC works in a clean and orderly manner.
4. Field Monitors shall continuously inspect the work of the DRC to ensure that debris removed is of the proper type and from the areas designated by the City, and to verify the proper loading and compaction of debris into debris recovery equipment. Photographs, including drone images, of debris shall be taken as directed by the City to verify the source and type of debris for reimbursement purposes.
5. If the Field Monitor finds that the DRC's work is not performed as specified by the City, the Field Monitor must immediately initiate a stop work order and notify their Field Supervisor or the PM. All stop work orders must be documented and reported to the City's Debris Manager or designee.
6. Field Monitors shall survey their assigned areas for special needs and record detailed information, including photo documentation, specific location, specific threat, and any special circumstances, regarding the following: Hazardous Stumps, and leaning trees (leaners), as well as a random sample of hanging limbs (hangers).

E. TDSR or Disposal Site Monitors

1. The Respondent shall provide Site Monitors for each Temporary Debris Storage and Reduction Site (TDSR Site) or Disposal Site. The Respondent shall be prepared for the City or DRC to begin hauling debris to the TDSR or Disposal Sites within twenty-four (24) hours after a disaster debris event. TDSR or Disposal Site Monitor responsibilities shall include but not be limited to the following:
 - Ensure all loads of debris brought to the site by the DRC and all loads of debris exiting the site are documented with properly completed load tickets. By signing the load ticket, the Site Monitor is certifying that all information on the document is complete and accurate, including load volumes.
 - Take digital images (photograph) of loads of debris, as directed by the City, and record load information on the images.
 - Collect all load tickets and provide copies of them to the DRC's designated personnel.
 - Certify and update the DRC's fleet documentation. The Respondent will obtain from the DRC such documentation, including vehicle number, type of vehicle and volume capacity calculation. The Respondent shall update the fleet documents as the DRC adds or deletes vehicles from the collection fleet or when measurement calculations are modified through the random verification process. The Respondent shall also periodically and randomly perform volume capacity verifications of recovery vehicles.
 - Verify that all DRC equipment has been completely emptied prior to leaving the TDSR or Disposal Site.
 - Observe all vehicles entering and exiting the TDSR or Disposal Site to ensure that all vehicles are in good repair and safe with secure sideboards and tailgate.
2. The Respondent shall use load tickets to track and document the removal and management of Eligible Debris.

3. The Respondent shall be responsible for the following items at all TDSR or Disposal Sites:
 - Verify that all sites have access control and security.
 - Monitor the type of debris entering the sites, classify debris by FEMA protocols and ensure each type of waste is placed in the proper location.
 - Assist with coordinating the logistics of the site to ensure efficient traffic flow.
 - Conduct periodic safety inspections to ensure the DRC is complying with safety regulations such as utilizing spotters, properly controlling traffic and wearing proper safety equipment.
 - Be responsible for end-of-day activities such as ensuring all operations have ceased for the day and all sites are closed and secured.
 - Report safety or other hazards to the City.

F. Other Related Services

The Respondent shall provide other related services as requested by the City. Such services may include but would not be limited to the following:

- Perform damage assessments to determine areas impacted, quantities of debris and types of debris.
- Assist the City in obtaining any necessary permits, licenses and certificates as may be required to perform debris management work and in clarifying and resolving any compliance issues.
- Provide training to City staff as directed by the Debris Manager or designee.
- Provide digital images with time/date stamp of debris sites.

G. Respondent Personnel

1. The Respondent shall secure at its expense all necessary personnel required to perform the services under this RFP. Such personnel shall not be employees of or have any contractual relationship with the City or the City's DRC.
2. The Respondent's shall have a professional staff with the knowledge, skills and training to monitor the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, Texas Department of Transportation (TxDOT), Texas Commission on Environmental Quality (TCEQ) and other federal, state or local agency regulations and policies is required. Respondent personnel shall possess any certifications or licenses that are required by federal, state or local law in order to perform such services.
3. At the annual meeting with the City, the Respondent shall submit an operations report that identifies key personnel and positions/classifications dedicated to this contract. The Respondent shall update the operations report for any changes such as additions or deletions of staff. The City retains the right to request personnel replacements.
4. The Respondent's staffing plan shall include the positions listed in Attachment D. The Respondent may use other positions as necessary if approved in writing by the City prior to use of said position(s). All such positions and applicable hourly rates shall be listed in the Price Proposal (Attachment D) herein and shall be all-inclusive.
5. The Respondent's field personnel shall be identifiable with safety vests and vehicle placards.

V. SPECIFICATIONS

A. Respondent shall maintain documentation for any and all billed items.

B. In addition, the Respondent is responsible for:

1. Providing a response by phone, email, or text within four (4) hours of a request for assistance.
2. Accurate invoices submitted to the City, at the minimum, weekly.
3. Providing emergency contact information, to include cellular phone numbers, of key personnel, including, but not limited to: onsite Supervisor(s) and Contract Manager.

C. The City is responsible for:

1. When possible, seventy-two (72) hour notice of need by phone, email, or text.
2. Written, twenty-four (24) hour notice to shut down operations.

VI. SELECTION PROCESS

The contract shall be awarded to the responsible offeror(s) whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposal.

From a review of the proposals received, the City intends to select an individual or firm with whom it shall attempt to negotiate a contract. The City may choose to establish a shortlist of firms and interview those firms. If the City chooses to interview a firm, the firm will receive notification by mail or email of the date and time of the interview. The City may choose to award to more than one firm or individual if it is in the best interest of the City.

Certified Minority Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE), and Historically Underutilized Businesses (HUB) are encouraged to submit proposals.

VII. EVALUATION CRITERIA

The criteria used to evaluate the RFP will include, but not be limited to, the following (items listed below are not listed in order of importance):

- **Qualifications.** Qualifications of individual or firm in executing similar projects, qualifications related to collaborating with partners. (20 points)
- **Experience on Similar Projects** (emphasis on last 10 years). Related project experience as well as completed and ongoing projects of the firm and the individuals who would be assigned to this project. (25 points)
- **Project Methodology.** This criterion would include personnel, resources, and methodologies commonly used by the individual or firm that may be applicable to the project categories. (20 points)
- **Pricing and Fees.** (25 points)
- **References.** (10 points)

VIII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS, AND INFORMATION

- A. No Gratuities – Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Friendswood for the purposes of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.
- B. All Information True – Respondents represents and warrants to the City that all information provided in the response shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the City for consideration in the selection process shall be excluded.
- C. Interviews – If the City, as a result of the initial evaluation of the proposals, develops a “short list”, Respondents will be notified in writing of their status in the selection process. Respondents who are “short-listed” may expect and anticipate in a subsequent interview which will most likely focus not only on the Respondent’s program approach but also on an appraisal of the people who would be directly involved in the Project.
- D. Inquiries – Do not contact the City during the selection process to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.

- E. Cost of Responses – The City will not be responsible for the costs incurred by anyone in the submittal of responses.
- F. Contract Negotiations – This RFP is not to be construed as a contract or as a commitment of any kind. If this RFP results in a contract offer by the City, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the Project, the City intends to make the inclusion of a “key persons” clause a part of the contract negotiations.
- G. No Obligation – The City reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate proposals; (5) reject any or all Respondents submitting responses, should it be deemed in Friendswood’s best interest; or (6) cancel the entire process.
- H. Insurance – The Respondent shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Work hereunder by Respondent, its agents, representatives, volunteers, employees or subconsultants. Respondent’s insurance coverage shall be primary insurance with respect to City, its officials, employees and agents. Any insurance or self-insurance maintained by City, its officials, employees or agents shall be considered in excess of Respondent’s insurance and shall not contribute to it. Further, Respondent shall include all subcontractors, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subcontractors and assigns shall be subject to all of the requirements stated herein.

During the performance of the Services under this Agreement, Respondent shall maintain, at a minimum, the following insurance policies and coverages:

Commercial General Liability

- General Aggregate: \$2,000,000
- Products & Completed Operations Aggregate: \$2,000,000
- Personal & Advertising Injury: \$1,000,000
- Per Occurrence: \$1,000,000
- Fire Damage \$500,000
- Waiver of Subrogation required.
- Coverage shall be broad form.
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

Business Automobile Policy

- Combined Single Limits: \$1,000,000 Coverage for “Any Auto”
- Waiver of Subrogation required.

Errors and Omissions (if applicable)

- Limit: \$1,000,000 for this project.
- Claims-made form is acceptable
- Coverage will be in force for one (1) year after completion of the Project.

Workers’ Compensation

- Statutory Limits
- Employer’s Liability \$500,000 Waiver of Subrogation required.

The following shall be applicable to all policies of insurance required herein.

- (1) Insurance carrier for all liability policies must have an A.M. Best Rating of A:VII or better.

- (2) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (3) Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
- (4) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by mail, return receipt requested, has been given to City.
- (5) City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers Compensation and Errors and Omissions Policies required herein.
- (6) Upon request and without cost to City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to City.
- (7) Upon request and without cost to City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to City.
- (8) All insurance required herein shall be secured and maintained in a company or companies satisfactory to City, and shall be carried in the name of Respondent. Respondent shall provide copies of insurance policies and endorsements required hereunder to City on or before the effective date of this Agreement.

I. Indemnification

THE RESPONDENT HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE GOODS AND SERVICES TO BE PROVIDED UNDER A CONTRACT RESULTING FROM THIS REQUEST FOR PROPOSALS. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE RESPONDENT, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE RESPONDENT, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH RESPONDENT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY RESPONDENT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE RESPONDENT OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE RESPONDENT'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHEREIN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE RESPONDENT AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

- J. Release -- In any agreement resulting herefrom, City will not consent to litigation or suit, and City hereby expressly revokes any consent to litigation that it may have granted by the terms of this RFP or any resulting contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive City's sovereign immunity. Respondent assumes full responsibility for its services performed and goods supplied hereunder and hereby releases, relinquishes and discharges City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense

thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Respondent's services to be performed or goods to be supplied hereunder. This release shall apply with respect to Respondent's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

- K. No Right to Arbitration -- Notwithstanding anything to the contrary contained in this RFP, City and Respondent hereby agree that no claim or dispute between City and Respondent arising out of or relating to this RFP or any resulting agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable state arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that City is subjected to an arbitration proceeding notwithstanding this provision, Respondent consents to be joined in the arbitration proceeding if Respondent's presence is required or requested by City of complete relief to be recorded in the arbitration proceeding.
- L. Compliance with Laws -- In performance of the Services, Respondent will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.

Texas Government Code, Chapter 2252 Statement -- By submission of a response to this request to proposal, the Respondent represents that, solely for the purposes of compliance with Chapter 2252 of the Texas Government Code and except to the extent otherwise required by applicable federal law, neither the Respondent, nor any wholly owned subsidiary majority-owned subsidiary, parent company or affiliate of the Respondent is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

Texas Government Code Verifications -- By submission of a proposal, the Respondent represents and verifies that, for the term of any resulting contract for goods or services, and subject to applicable federal law, including without limitation, 50 U.S.C. Section 4607, the Respondent, and any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Respondent, (i) does not boycott Israel and will not boycott Israel during the term of any contract to be entered into with the City of Friendswood; (ii) does not boycott energy companies and will not boycott energy companies during the term of any contract to be entered into with the City of Friendswood; and (iii) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. As used herein the following definitions apply

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - b. does business with a company described by Paragraph (a).
3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

- a. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
- b. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
- c. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

but does not include:

- a. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
- b. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - (2) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

EXECUTION OF OFFER

The undersigned, in submitting this proposal and their OFFER of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

Submitted by:

(OFFICIAL FIRM name)

By:

(Original Signature) **Must be signed to be considered responsive.**

(Typed or Printed Name)

(Title)

(Date)

Remittance Address:

(City, State, Zip code)

Phone #:

()

Fax #:

()

E-Mail Address:

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

	Initials	Date acknowledged
1)	_____	_____
2)	_____	_____
3)	_____	_____

STATEMENT OF ORGANIZATION

1. Respondent

Full Name of Business: _____

Principal Business Address: _____

Principal Phone Number: _____

Local Business Address: _____

Local Business Contract: _____

Local Business Phone: _____

Local Business Fax: _____

Local Business E-mail: _____

Type of Organization: _____

Tax ID #: _____

License #: _____

Provide names of authorized representatives of the Respondent who has/have legal authority to bind the Respondent into contractual obligations:

- (a) _____
- (b) _____
- (c) _____
- (d) _____

2. Subcontractor(s)

List of all firms participating in this proposal

	Name	Address	Area of Responsibility
(a)	_____	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a resident bidder of Texas as defined in HB 620.
(Company Name)

Signature _____

Print Name _____

I certify that _____ is a Nonresident bidder as defined in HB 620
(Company Name)
and our principal place of business is _____.
(City and State)

Signature _____

Print Name _____

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Bid	Reason

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Firm

Agent

CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

1. Availability to perform: _____

(Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

2. Equipment and operational items:

(Identify by quantity and type any equipment/assets allocated to contract performance)

3. Personnel: _____

(Identify by quantity and category any personnel assigned to contract performance)

4. Other Resources: _____

(Identify any other resources to be allocated to complete contract performance)

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#). The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. **The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.**

Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. The person filing the 1295 needs to complete an “unsworn declaration”.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) serves as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity. Subsection (c) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

“Intermediary”, for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

The law has been amended beginning January 1, 2018. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education
- A contract related to health and human services if:

- The value of the contract cannot be determined at the time the contract is executed; and
 - Any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

ATTACHMENT A

PROCUREMENT FEDERAL REQUIREMENTS

There are no bonding requirements for this RFP. The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by the Subrecipient which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with the Subrecipient are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or City of Friendswood, all contracts made by the Subrecipient under the Federal award shall contain provisions covering the following, as applicable.

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2. Affirmative Socioeconomic Steps
3. Byrd Anti-Lobbying Agreement
4. Clean Air Act & Federal Water Pollution Control Act
5. Compliance with Federal Law, Regulations, and Executive Orders
6. Contract Work Hours and Safety Standards Act
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1. ACCESS TO RECORDS (Disaster Recovery Reform Act of 2018)

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the City of Friendswood, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the City of Friendswood and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

These affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching <https://comptroller.texas.gov/purchasing/vendor/hub/>

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

3. BYRD ANTI-LOBBYING AGREEMENT 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

4. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate [Environmental Protection Agency Regional Office](#).
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate [Environmental Protection Agency Regional Office](#).
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. §§ 3701-3708; and 2 C.F.R. Appendix II to Part 200 (E))

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime Requirements* – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The City of Friendswood shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these

clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

7. DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the State of Texas and the City of Friendswood. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Texas and the City of Friendswood, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or respondent agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

9. DOMESTIC PREFERENCE FOR PROCUREMENT (2 C.F.R. § 200.322)

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 C.F.R. 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

11. HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless the Subrecipient and/or The City of Friendswood from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this solicitation, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this solicitation. Certification of such coverage must be provided to the Subrecipient upon request.

12. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

13. POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 C.F.R. 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the *Conflict of Interest Questionnaire* (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the City to disclose any gifts valued in excess of \$100 given to any City Official or the City Official's family member, or employment of any City Official or the City Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Friendswood City Secretary's Office. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a response for services on a Subrecipient project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited response, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the Subrecipient or City of Friendswood.

14. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.323)

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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (31 U.S.C. 3801 et seq.)

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

16. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and

telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
(b) Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

17. TERMINATION FOR CAUSE & CONVENIENCE (2 C.F.R. Appendix II to Part 200 (A) and (B))

Pursuant to 2 C.F.R. Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 C.F.R. Appendix II to Part 200 (B), all contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. The Subrecipient shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, the Subrecipient may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by City related to this default. Such termination is in addition to and not in lieu of any other remedies that the Subrecipient may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. The Subrecipient may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney’s Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. The Subrecipient and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the City or the State of Texas of the right to seek redress in a court of law.

18. WHISTLEBLOWER PROTECTION ACT

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

**ATTACHMENT B
CERTIFICATION REGARDING LOBBYING**

(Required for each Contract exceeding \$100,000)

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Contractors are required to complete **Form SF-LLL - Disclosure of Lobbying Activities** to disclose lobbying activities pursuant to 31 U.S.C. 1352.

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

Print Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

CERTIFICATION REGARDING LOBBYING

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier If Known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: 		7. Federal Program Name/Description: CFDA Number, if applicable _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> 		b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure		Signature _____ Print Name _____ Title _____ Telephone No. _____ Date: _____
Federal Use Only		Authorized _____ for _____ Local _____ Standard Form – LLL (Rev. 7-97) Reproduction

ATTACHMENT C
CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

The undersigned [Contractor] certifies, to the best of his or her knowledge that _____, Contractor company or legal entity understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed herein, and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. **Contractor must initial by each regulatory requirement and sign below.**

- _____ 1 Access to Records
- _____ 2 Byrd Anti-Lobbying Agreement
- _____ 3 Clean Air Act & Federal Water Pollution Control Act
- _____ 4 Compliance with Federal Law, Regulations, and Executive Orders
- _____ 5 Contract Work Hours and Safety Standards Act
- _____ 6 Debarment and Suspension
- _____ 7 Department of Homeland Security Seal, Logo, and Flags
- _____ 8 Domestic Preferences for Procurement
- _____ 9 Energy Efficiency
- _____ 10 Hold Harmless Agreement
- _____ 11 No Obligation by Federal Government
- _____ 12 Affirmative Socioeconomic Steps
- _____ 13 Potential Conflicts of Interest
- _____ 14 Procurement of Recovered Materials
- _____ 15 Program Fraud and False or Fraudulent Statements or Related Acts
- _____ 16 Prohibition on Contracting for Covered Telecommunications Equipment or Services
- _____ 17 Termination for Cause & Convenience
- _____ 18 Whistleblower Protection Act

If requested by City of Friendswood and/or the Subrecipient, Contractor agrees to provide their policy and/or documentation verifying compliance with each of the above listed regulatory requirements.

Print Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

**ATTACHMENT D
PRICING AND FEES**

Respondents: Please use form below or include equivalent pricing and fees breakdown in your submittal.

Company Name:

City of Friendswood RFP #: 2022-12

All work to be performed as described herein and comply with
all requirements as part of the Debris Monitoring RFP.

Unit Cost Proposal					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	EXTENSION
Bid Item A: Personnel					
A-001	Project Manager	Each			\$ -
A-002	Operations Manager	Each			\$ -
A-003	Field Supervisor	Each			\$ -
A-004	Health and Safety Officer	Each			\$ -
A-005	Debris Monitor	Each			\$ -
A-006	GIS Analyst	Each			\$ -
A-007	Data Manager	Each			\$ -
A-008	Billing/Invoice Analyst	Each			\$ -
Bid Item B: Additional Personnel Needed As Determined by Respondent					
B-001		Each			\$ -
B-002		Each			\$ -
B-003		Each			\$ -

EVALUATION EXECUTIVE SUMMARY
RFP 2022-12 Debris Monitoring

Respondent	Weighted Total	Points
Thompson Consulting Services	4.6	92.25
Tetra Tech	4.5	90.00
Witt O'Brien's LLC	4.2	83.75
Rostan Solutions	4.2	83.25
True North	3.9	78.75
DebrisTech	3.6	72.75
Disaster Program & Operations, Inc.	3.6	72.75
TLC Engineering	3.5	70.25
EM Solutions	1.9	37.00

Proposal for

RFP 2022-12 Debris Monitoring Services

Tetra Tech, Inc.

June 14, 2022

Friendswood, Texas



TETRA TECH

complex world

CLEAR SOLUTIONS™

Tuesday, June 14, 2022

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A. Cover Letter

The City of Friendswood
City Secretary's Office
910 South Friendswood Drive
Friendswood, TX 77546

June 14, 2022

Subject: Debris Monitoring Services

Dear Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) submits the enclosed proposal in response to the City of Friendswood's (City) request for proposals for Debris Monitoring Services. Our proposal describes our technical expertise in disaster debris management and our approach to delivering unmatched services to the City:

- **Tetra Tech is a national leader in disaster debris monitoring.** Our team has successfully assisted **over 300 local and state government clients across the nation** with planning for and recovering from natural and human-caused disasters and has extensive experience successfully managing multiple disaster response and recovery operations across the United States. Our team has overseen and managed the removal of **over 160 million cubic yards (CYs) of debris**, resulting more than **\$8 billion in reimbursable costs** to our clients.
- **Unmatched Knowledge of the City of Friendswood and Experience Throughout the State of Texas.** Since 2007, our firm has **assisted more than 100 communities in Texas** with response and recovery efforts after Hurricanes Rita, Dolly, Ike, Harvey, and Hurricane Hanna. Tetra Tech has a successful history of assisting Friendswood on multiple projects, including debris monitoring after Hurricane Ike, Community Development Block Grant Disaster Recovery (CDBG-DR) application development, and additional disaster debris monitoring projects in response to flooding in 2015, a tornado in 2016, winter storms in 2021, and Hurricane Harvey in 2017.
- **Tetra Tech utilizes its proprietary, best-in-class automated debris management system (ADMS) technology.** Via *RecoveryTrac™* ADMS, our staff can monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to the City. *RecoveryTrac™* enables real-time data and furnishes accurate and timely reporting to City stakeholders. ***RecoveryTrac™* is validated by the United States Army Corps of Engineers (USACE)** and is the ADMS preferred by USACE debris contractors.
- **Tetra Tech provides a cost-effective solution to recovering communities.** Our team of disaster recovery experts remains on the forefront of the debris monitoring industry, and we are committed to providing the latest technological advancements, which increase efficiency and result in cost savings to our clients. **Tetra Tech provides the best value by arming communities with unmatched expertise and reasonably priced hourly rates thanks to advancements in our proprietary ADMS technological capabilities.**

For questions regarding this response, please contact the representatives listed below. As an authorized representative of the firm, I am empowered to sign this proposal and bind the firm in contractual commitments. Tetra Tech certifies that the proposal set forth will remain effective for a period of sixty (60) calendar days.

Technical Representative:

Mr. Chuck McLendon

2301 Lucien Way, Suite 120, Maitland, FL 32751
407-353-0342 (p) | 321-441-8501 (f)
chuck.mclendon@tetrattech.com

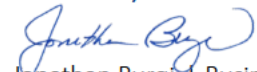
Contractual Representative:

Ms. Marina Armanious

2301 Lucien Way, Suite 120, Maitland, FL 32751
321-441-8511 (p) | 321-441-8501 (f)
TDR.contracts@tetrattech.com

Sincerely,

Tetra Tech, Inc.



Jonathan Burgiel, Business Unit President – Tetra Tech Disaster Recovery

B. Qualifications

1. Firm History

Tetra Tech is a leading provider of consulting, engineering, environmental, and technical services worldwide. Founded in 1966, Tetra Tech is one of the leading firms in the nation in the field of disaster management and homeland security, with millions of dollars in revenue coming from contracts in such diverse areas as infrastructure hardening and protection; disaster recovery; emergency management, planning, and preparedness; community resilience; environmental services, and grant management. Tetra Tech supports government and commercial clients by providing innovative solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. **We are a global company with over 21,000 employees that is Leading with Science® to provide innovative solutions to complex problems for our public and private clients.**

25 YEARS OF
DISASTER
RESPONSE
EXPERIENCE

90 MAJOR
DISASTERS
IN 23 STATES & 2 TERRITORIES

\$8B IN POST-
DISASTER
GRANTS MANAGED

160 MILLION CY
OF DEBRIS
MONITORED...
28 PROJECTS OVER 1 MILLION CY

... PLUS **6.8M**
CYs OF PPDR DEBRIS

2.35M
HAZARDOUS TREES
& LIMBS REMOVED



30,000+
PPDR PARCELS SERVICED

10,000+
PROJECT WORKSHEETS (PWs)

650
TOTAL DEBRIS REMOVAL
PROJECTS MANAGED

#1 MOST PREFERRED ADMS TECHNOLOGY

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

2. Knowledge and Expertise

55+

Years in Business

25+

Years in Disaster
Recovery

160M

CYs of Debris
Monitored

\$8B

Reimbursed to
Clients

300+

Clients Nationwide

Tetra Tech Disaster Recovery is a national leader in the field of disaster management. Our contracts with federal agencies and state and local governments are in diverse areas such as disaster recovery consulting and technical assistance; staff augmentation; community resilience; grant management; and disaster debris planning and preparedness. Our team offers deep understanding of the FEMA, FHWA, and other regulatory agencies' policies and procedures. We have worked closely with these agencies, recipients, and subrecipients on billions of dollars' worth of projects to determine project eligibility and to provide technical assistance, detailed damage inspection reports, cost estimates, validation and testing, audit documentation, and process reimbursements. Our team also maintains strong relationships with many of the lead federal officers, state agency leadership, local governments, and other staff.

Unmatched Debris Monitoring Experience

Our team has provided disaster management, recovery, and consulting services to hundreds of state and local government agencies since 2001. These services have included environmental permitting; monitoring of debris collection, hazardous tree programs, temporary debris storage and reduction sites (TDSRS), and specialized debris missions; fire damage restoration; contractor invoice reconciliation; and federal grant reimbursement support. **Profiles and references from specific projects are featured later in Section C: Experience. Tetra Tech can provide additional projects and information upon request.**

Exhibit B-1: Experience Matrix (2001–2022)

90 EVENTS 2001 - 2022

2022

WINTER STORM VA - 1 Client
KY SEVERE STORMS/TORNADOES - 2 Clients

2021

TORNADOES KY - 2 Clients
DIXIE FIRE - 1 Client
HURRICANE IDA - 9 Clients
BUILDING COLLAPSE - 1 Client
SEVERE STORMS/TORNADOES AL - 1 Client
WINTER STORM TX - 3 Clients
SEVERE STORMS/FLOODING TN - 1 Client
WINTER STORM VA - 1 Client

2020

HURRICANE ZETA - 6 Clients
HURRICANE DELTA - 4 Clients
WILDFIRES - 2 Clients
HURRICANE SALLY - 4 Clients
HURRICANE LAURA - 18 Clients
HURRICANE ISAIAS - 2 Clients
HURRICANE HANNA - 3 Clients
TORNADOES - 3 Clients
IOWA DERECHO - 1 Client

2019

TROPICAL STORM IMELDA - 3 Clients
HURRICANE DORIAN - 4 Clients
TORNADOES - 2 Clients

2018

HURRICANE MICHAEL - 13 Clients
HURRICANE FLORENCE - 12 Clients
WILDFIRES - 1 Client

2017

WILDFIRES - 2 Clients
HURRICANE MARIA - 1 Client
HURRICANE IRMA - 67 Clients
HURRICANE HARVEY - 38 Clients
TX & GA TORNADOES - 2 Clients

2016

HURRICANE MATTHEW - 34 Clients
HURRICANE HERMINIE - 1 Client
SEVERE STORMS & FLOODING - 2 Clients
WILDFIRES - 2 Clients
FLOODING - 6 Clients

2015

WILDFIRES - 2 Clients
SEVERE STORMS - 3 Clients
FLOODING - 10 Clients

2014

FLOODING - 1 Client
TORNADOES - 2 Clients
ICE STORM - 7 Clients

2013

ICE STORM - 2 Clients
FLOODING - 1 Client

2012

HURRICANE SANDY - 13 Clients
HURRICANE ISAAC - 5 Clients
TROPICAL STORM DEBBY - 3 Clients

2011

NOREASTER WINTER STORMS - 19 Clients
TEXAS DROUGHT - 1 Client
TEXAS WILDFIRES - 1 Client
HURRICANE IRENE - 22 Clients
TORNADOES - 4 Clients

2010

FLOODING - 2 Clients
TORNADOES - 1 Client
ICE STORMS - 1 Client
TROPICAL STORM ALEX - 1 Client

2009

ICE STORMS - 1 Client
SNOW STORMS - 2 Clients
TROPICAL STORM IDA

2008

HURRICANE IKE - 78 Clients
HURRICANE GUSTAV - 7 Clients
TROPICAL STORM FAY - 3 Clients
HURRICANE DOLLY - 30 Clients
MIDWEST FLOODING - 2 Clients



160 Million
Total Cubic Yards
of Disaster Debris

2007

MIDWEST ICE STORM - 3 Clients
GROUNDHOG DAY TORNADOES - 2 Clients
MIDWEST SNOW STORMS - 3 Clients

2006

BUFFALO SNOW STORMS - 6 Clients

2005

HURRICANE WILMA - 17 Clients
HURRICANE RITA - 3 Clients
HURRICANE KATRINA - 11 Clients
HURRICANE DENNIS - 5 Client

2004

HURRICANE JEANNE - 2 Clients
HURRICANE IVAN - 3 Clients
HURRICANE FRANCES - 2 Clients
HURRICANE CHARLEY - 2 Clients

2002

HURRICANE LILI - 1 Client

2001

TROPICAL STORM GABRIELLE - 1 Client

Large-Scale Debris Monitoring Experience

Clients count on us to respond in their time of need, and we have never failed to deliver. Our team of debris experts and vast resources allow us to respond to our clients' deployment and mobilization needs, regardless of size, location, or type of disaster. *More than 6,000 Tetra Tech field staff were deployed in concurrent responses to Hurricanes Harvey, Irma, Maria, and the California wildfires in 2017–2018.* Tetra Tech understands the unique aspects and special considerations related to large-scale operations.

Exhibit B-2: Large Project Experience



Top 20 Debris Monitoring Projects by Cubic Yard (CY)

 8.27M CalRecycle Camp Wildfire, 2018	 6.81M Calcasieu Parish, LA Hurricane Laura, 2020	 5.47M Houston, TX Hurricane Ike, 2008	 5.38M Escambia County, FL Hurricane Ivan, 2004	 4.42M Baldwin County, AL Hurricane Sally, 2020
 4.0M Lake Charles, LA Hurricane Laura, 2020	 3.90M Miami-Dade County, FL Hurricane Katrina, 2005	 3.56M Miami-Dade County, FL Hurricane Irma, 2017	 3.14M Collier County, FL Hurricane Irma, 2017	 2.89M Gulfport, MS Hurricane Katrina, 2005
 2.69M Bolivar Peninsula, TX Hurricane Ike, 2008	 2.49M Harrison County, MS Hurricane Katrina, 2005	 2.39M Harris County, TX Hurricane Ike, 2008	 2.30M Miami-Dade County, FL Hurricane Wilma, 2005	 2.27M Polk County, FL Hurricane Irma, 2017
 2.18M Hilton Head Island, SC Hurricane Matthew, 2016	 1.81M Galveston, TX Hurricane Ike, 2008	 1.70M Santa Rosa County, FL Hurricane Dennis, 2005	 1.60M Beaufort County, SC Hurricane Matthew, 2016	 1.59M Escambia County, FL Hurricane Dennis, 2005

Unmatched Texas Comprehensive Disaster Recovery Experience

Tetra Tech has assisted more clients in Texas with comprehensive disaster recovery programs, including debris management programs, than any other firm. With seven offices and hundreds of disaster recovery professionals throughout the State of Texas, we are able to respond quickly to our clients' needs. Over the years, **Tetra Tech has monitored the removal of over 33 million CYs of debris and more than 465,000 hangers, leaners, and stumps for over 100 clients across the State of Texas. As part of our varied experience in the State of Texas, Tetra Tech has served Friendswood and its communities in response to several disasters. These include tornadoes, winter storms, Hurricane Ike and Hurricane Harvey.**

Exhibit B-3: Texas Disaster Recovery Experience

2021-2022

Winter Storms | DR-4586
City of Austin
City of Friendswood
Harris County

**COVID-19 Pandemic
DR-4486 & CRF**
City of Frisco

2020

Hurricane Hanna | EM-3530
City of Edinburg
City of Pharr
Hidalgo County
Nueces County

**COVID-19 Pandemic
DR-4485 & CRF**
Harris County
City of Houston

Hurricane Laura | DR-4572
Orange County

2019

Tropical Storm Imelda | DR-4466
Harris County
Jefferson County
Orange County

2017

Hurricane Harvey | DR-4332

City of Bellaire	City of Victoria
City of Corpus Christi	Town of Refugio
City of Houston	Aransas County
City of Dickinson	Brazoria County
City of Katy	Fort Bend County
City of Friendswood	Galveston County
City of Groves	Harris County
City of League City	Jefferson County
City of Nassau Bay	Liberty County
City of Nederland	Montgomery County
City of Pasadena	Nueces County
City of Pearland	Orange County
City of Port Aransas	Port of Corpus Christi
City of Port Neches	Authority
City of Rockport	Texas DOT
City of Seabrook	Victoria County
City of Sugar Land	

2016

Severe Storms | DR-4269 & 4272
Brazoria County
Harris County
City of Houston

Montgomery Cty.
Waller County
Austin County

2015

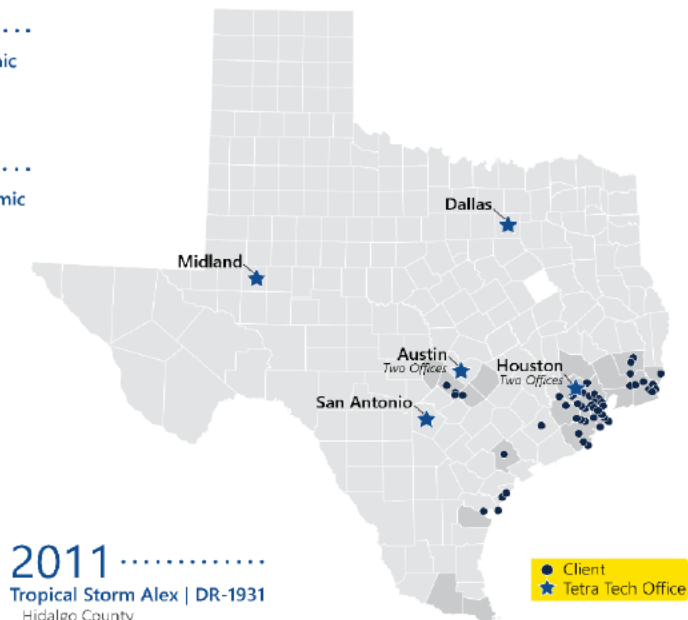
Severe Storms | DR-4223 & 4245

Blanco County	City of San Marcos
Caldwell County	Hays County
City of Bellaire	Hidalgo County
City of Friendswood	Texas State University
City of Houston	Town of Wimberley
City of Martindale	

2012

Drought & Wildfire | DR-4029
Bastrop County
TxDOT

City of Houston



2011

Tropical Storm Alex | DR-1931
Hidalgo County

2008

Hurricane Ike | DR-1791 | Total Clients: 77

TXDOT	City of Alvin	City of Silsbee
City of Houston	City of Sugarland	City of Freeport
Harris County	City of Santa Fe	City of Groves
City of Galveston	City of La Marque	City of Webster
Galveston County	City of Seabrook	City of Kountze
City of Baytown	City of Kemah	City of Fulshear
City of Beaumont	City of Angleton	City of Kendleton
Montgomery County	City of Jamaica Beach	City of Magnolia
Chambers County	Lumberton County	City of Missouri City
Orange County	City of Bellaire	City of Montgomery
Fort Bend County	City of Nederland	City of Needville
City of Friendswood	City of Deer Park	City of Oak Ridge North
City of Pasadena	City of Bayou Vista	City of Orchard
City of Pearland	City of Clute	City of Richmond
Hardin County	City of Clear Lake	City of Rosenberg
City of League City	City of Port Neches	City of Shennadoah
City of Dickinson	City of Manvel	City of Simonton
City of Texas City	City of Sour Lake	City of Woodbranch
Jefferson County	City of Brookside Village	

Hurricane Dolly | DR-1780

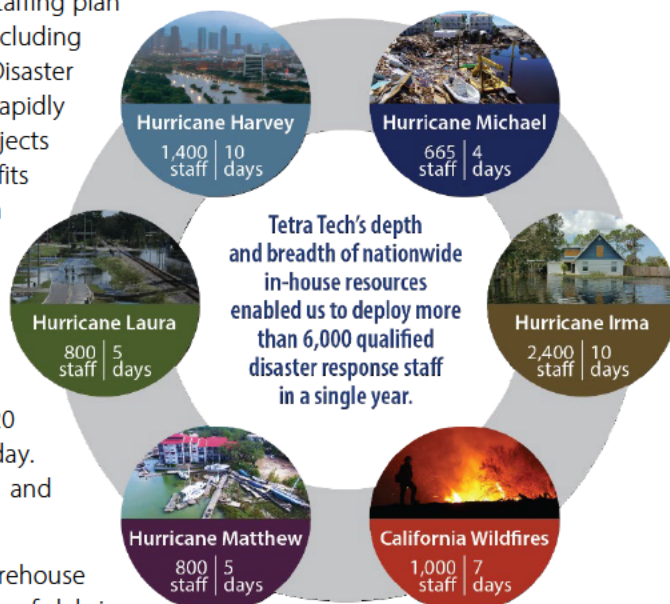
Hidalgo County	City of Indian Lake	City of Primera
Cameron County	City of La Villa	City of Progreso Lakes
City of Weslaco	City of Lajoya	City of Progreso
City of Alamo	City of Mercedes	City of Rancho Viejo
City of Alton	City of Mission	City of Rio Hondo
City of Bayview	City of Palm Valley	City of San Benito
City of Donna	City of Palmhurst	City of San Juan
City of Edcouch	City of Palmview	City of Santa Rosa
City of Elsa	City of Penitas	City of South Padre Island
City of Granjeno	City of Pharr	City of Sullivan City

Jefferson County
Montgomery County

Ability to Respond

Clients count on us to respond in their time of need, and we have never failed to deliver. Our ability to respond rapidly is accelerated by utilizing the following:

- **ICS Structure:** Our projects are operated under the ICS structure and have a proven track record of meeting even the most challenging staffing level requirements. ICS allows the Tetra Tech project team to scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects.
- **Ability to Hire Rapidly:** Tetra Tech's immediate response staffing plan utilizes our vast network of disaster recovery professionals, including full-time employees, reserve staff from the Tetra Tech Disaster Recovery Unit, and local hires. Our staffing process has rapidly mobilized project teams for major disaster recovery projects nationwide. We prioritize deploying local staff, which benefits the local post-disaster economy and reduces mobilization and transportation costs. In addition to maintaining an extensive field staff database, Tetra Tech can deploy our Field Human Resources (HR) Hiring Center, which is designed to be quickly mobilized, transported, and set up to allow near immediate response for field staffing needs. The number of trained HR representatives can scale up to 20 at a moment's notice, with the ability to hire 200+ staff per day. Under this process, local teams can be hired, trained, and deployed within 24 hours.
- **Depth of Resources:** Tetra Tech maintains a fully stocked warehouse located in Orlando, Florida with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. We also have dedicated logistics staff that manages resources and supplies and can have a fully functioning field office in a matter of days, and often several simultaneous offices at once. Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.



Disaster Recovery Program Management Services

Our team is a national leader in providing management and support documentation for all facets of the debris removal monitoring industry, including special disaster recovery program management services.

Exhibit B-4: Disaster Recovery and Special Program Management Capabilities

Disaster Recovery Program Management	
Emergency road clearance	Final debris disposal at a landfill or other end use
Curbside debris collection	Conflict and damage resolution
Operation of citizen drop-off sites	Truck certification
Data management and invoice reconciliation	Right-of-entry administration
Oversight of debris management sites	
Special Programs Management	
Animal carcass removal and disposal	Marine and waterway debris removal
Asbestos abatement	Private property demolition and debris removal

Beach remediation and restoration	Nuisance abatement ordinance administration
Construction and demolition debris removal	Saltwater killed tree removal
Creosote piling removal	Sediment dredging and removal
Drainage and canal debris removal	Subsurface storm drain debris removal
E-waste debris removal	Vessel and vehicle recovery
Hazardous waste debris removal	Wetland and parkland debris
Hazardous tree and stump removal	White goods and putrescent waste removal

Private Property/Right-of-Entry Debris Removal

Our team has administered many of the largest private property debris removal (PPDR) programs in U.S. history. Tetra Tech assists communities with ensuring they have the legal authority via local and state ordinances to enter onto private property. We also assist with preparing submittal packages for FEMA to approve the program, promoting the ROE program with residents, and ensuring the program is properly documented. Included below is a representative sample of our PPDR projects.

Exhibit B-5: PPDR Experience

Client	Disaster/Year	Public Advertisement	Application Administration	Historical/Environmental Review	Property Survey	Scheduling	Individual Property Debris Tracking	Demolition Program Management	Debris Removal Monitoring	Reduction/Disposal Monitoring	Property Close Out	Data Management
Miami-Dade County, FL	Surfside Condo Collapse (2021)					■		■	■	■		■
Bay County, Florida	Hurricane Michael (2018)	■	■	■	■	■	■	■	■	■	■	■
CalRecycle/CALOES Ventura County	Wildfire (2018)	■	■	■	■	■	■	■	■	■	■	■
USACE – Napa County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
USACE – Mendocino County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
USACE – Lake County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
USACE – Sonoma County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
Dougherty County, GA	Tornado (2017)								■	■		■
Lake County, CA	Wildfires (2015)	■	■	■	■	■			■	■	■	■
Hays County, TX	Flooding (2014)	■	■	■	■	■			■	■	■	■
Boulder County, CO	Flooding (2013)	■	■	■	■	■		■	■	■	■	■
Township of Middletown, NJ	Hurricane Sandy (2012)					■	■	■	■	■		■
St. John the Baptist Parish, LA	Hurricane Isaac (2012)	■			■	■			■	■		■
Bastrop County, TX	Wildfires (2011)	■	■	■	■	■			■	■	■	■
Comanche Nation, OK	Ice Storm (2009)					■	■		■	■		■
City of Cedar Rapids, IA	Flooding (2008)			■		■		■	■	■	■	■

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

Following Hurricane Katrina and the Deep Water Horizon oil spill, millions of federal grant dollars were made available to the Louisiana and Mississippi Gulf Coast for post-event restoration projects. Tetra Tech understands how important those funds are to an economy that is recovering from disasters. Tetra Tech is prepared to assist in evaluating damages, working with FEMA and Texas Commission on Environmental Quality (TCEQ) to determine eligibility, and overseeing recovery efforts.

Waterways Debris Removal

Our team has worked extensively with local, state, and federal agencies (including the United States Army Corps of Engineers [USACE] and the National Oceanic and Atmospheric Administration) to determine legal responsibility and to evaluate and implement marine debris removal programs. We will help the City legal staff rapidly determine legal responsibility for waterway debris removal, verify scope eligibility, and document the work in a fashion deemed appropriate by reimbursement agencies. Our team has performed waterways debris removal and related services to communities across the country, including the following projects:

- **Waterway debris removal** efforts on behalf of the New Jersey Department of Environmental Protection (NJDEP) following Hurricane Sandy; Florida Department of Environmental Protection (FDEP) following Hurricanes Matthew and Irma; and the City of Cape Coral, Lee County, Brevard County, Monroe County, and Collier County following Hurricane Irma
- **Inland waterway debris removal** assignments for the Galveston City Municipal Utility District #12, Jefferson County Drainage District #7, the Trinity Bay Conservation District, and the Harris County Flood Control District following Hurricane Ike
- **Removal of derelict vessels and traps from waterways** for Monroe County, Florida (the Florida Keys) following Hurricanes Katrina, Gustav, Ike, and Wilma

Vessel and Vehicle Recovery

Tetra Tech is able to assist the City in documenting the locations and quantities of vessel and vehicle debris in the City and presenting a case to FEMA to approve and fund the program. The City must first show that they have a legal responsibility to remove the debris and that the debris is not the responsibility of another state or federal agency such as the TCEQ, USACE, or the NRCS. Vessel and vehicle debris on private land may present unique ingress/egress challenges and require ROE agreements for access.

Tetra Tech has monitored vessel recovery for several clients, including:

- **NJDEP** – Hurricane Sandy | 80 vessels
- **Escambia County, FL and Monroe County, FL (Florida Keys)** – Hurricanes Wilma | 450 vessels
- **Beaufort County, SC** – Hurricane Matthew | 50+ vessels
- **FDEP** – Hurricane Matthew, Michael, & Irma | 64 vessels
- **Miami Dade County** – Surfside Condo Collapse | 100 vehicles

Leaning Trees, Hanging Limbs, and Stump Removal

Tetra Tech offers expertise in reimbursement for the removal of leaning trees, hanging limbs, and stumps. Our team has extensive experience helping communities avoid the de-obligation of funds or non-reimbursement for these activities due to ineligible work. **In 2020, our team monitored the removal and disposal of nearly 200,000 hazardous trees and hangers following consecutive Hurricanes Laura, Sally, Delta, and Zeta.**

Exhibit B-6: Previous Leaner/Hanger/Stump Removal Programs

2,145,676 Total	1,738,389 Hanging Limbs	245,122 Leaning Trees	162,165 Stumps
Our team has assisted numerous clients in surveying, documenting, and monitoring the removal of over 2 million leaning trees, hanging limbs, and stumps. Highlights include:			
Event	Hanging Limbs	Leaning Trees	Stumps
2015-Present CA Wildfires	3,777	13,292	-
2020 Hurricane Sally	43,692	5,888	56
2020 Hurricane Laura	120,198	13,160	30
2018 Hurricane Michael	27,562	9,949	124
2018 Hurricane Florence	14,609	259	8
2017 Hurricane Irma	316,108	9,045	94,030
2016 Hurricane Matthew	183,214	12,769	2,529
2011 Winter Storm Alfred	84,135	12,355	-
2008 Hurricane Ike	364,860	29,489	1,152
2007 Midwest Winter Storm	99,382	2,682	3

Hazardous Material Removal

Major disasters, particularly those that involve significant flooding, will result in the need to address hazardous materials. Typically, the U.S. Environmental Protection Agency (EPA) is responsible for identifying and removing large quantities of household hazardous waste (HHW) (containers over 5 gallons such as large commercial/industrial storage tanks, propane tanks, 55-gallon drums, etc.). Local governments are charged with implementing collection programs for HHW, including but not limited to containers with paints, pesticides, household cleaners, oils/solvents, and fuels. Our team has broad experience helping local governments plan, procure, implement, and track disaster-related HHW collection programs at curbside or drop-off locations. **Following Hurricane Ike, a storm surge covered almost all of Galveston Island, Texas. Our team helped the City of Galveston implement one of the largest post-disaster HHW programs in U.S. history, in addition to working cooperatively with the EPA on large quantity HHW recovery.**

Data Management

Tetra Tech minimizes client costs and maintains consistent visibility of debris project operations by implementing our streamlined processes and utilizing our ADMS, RecoveryTrac™. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project. Managing the enormous volume of documentation generated during a debris monitoring operation was paramount to the design of our ADMS. **This state-of-the-art technology has already shown to increase the efficiency and improve the management of debris removal efforts for hundreds of clients.** For more information on data management, please see **Section D: Project Methodology**.

Experience Defending Client's Interests During an Audit

A representative example of past clients we have supported during dispute resolution includes, but is not limited to:

- Our team is currently retained by the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) to assist on hundreds of appeals related to 11 disasters dating back to Hurricane Katrina in 2005.
- Our team is currently working with FEMA's new VAYGo process for clients in Texas such as Fort Bend County and the City of Houston, along with the Commonwealth of Puerto Rico.
- During our work with the State of Vermont, Tetra Tech worked on five (5) appeals for PWs related to Tropical Storm Irene. As a result, four appeals were overturned, and one appeal upheld.
- During our work with the Port of Galveston, our team has been involved in appeals related to storm-induced erosion and 705(c) claims. At this time, we have been successful on the appeals, with many remaining to be decided by FEMA region during first appeal.
- Our team supported the successful appeal of over \$400,000 of previously deobligated funds in response to the 2004 Hurricanes Charley, Frances, and Jeanne for Lake County, Florida. These funds were associated with debris collected on private roads and gated communities. Our team did a comprehensive GIS analysis of the debris collected in question and was able to appeal the decision and obtain reimbursement from FEMA.

3. Staff Qualifications

Tetra Tech has assembled a team of debris removal monitoring experts with direct experience responding to recent disasters. **Our dedicated project management team is deeply familiar with the policies, procedures, and requirements associated with delivering successful disaster debris monitoring services.**

Our staff members have **managed the removal of and reimbursement for over 160 million cubic yards (CYs) of debris as well as the demolition of over 22,000 uninhabitable residential and commercial structures.** Our team has monitored and obtained FEMA, FHWA, and NRCS reimbursement on over 30 debris removal projects in excess of 1 million CYs of debris and understands the significant resource commitment and effort that is necessary to manage and monitor large-scale debris removal operations for local governments.

Our record of success includes serving over 300 state and local government clients in response to over 90 presidential disaster declarations over the last decade. Our team has obtained **over \$8 billion in reimbursement funds** for our clients from federal agencies.

As demonstrated on previous disaster debris projects with the City, Tetra Tech is committed to providing a consistent project management team that will expedite recovery efforts in the City by establishing a coordinated and organized approach to debris removal. Our dedicated team is available to the City 365 days per year.

Proposed Team

Tetra Tech has assembled a project team with the qualifications and expertise necessary to support the City following a disaster. The individuals selected for this project not only have national expertise from having worked on every major disaster in the past decade, but also have **hands-on experience working on prior (or current) Texas-based projects**. As a result, our staff has an in-depth understanding of how disaster response and recovery works in Texas.

Senior Management and Advisory Team

Our senior management and advisory team will provide expert oversight and assistance at critical junctures. This team is prepared to provide both tactical and strategic guidance for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise. **Resumes for project management and advisory staff have been provided at the end of this section.**



Mr. Burgiel, President and Senior Advisor. As president of Tetra Tech Disaster Recovery, Mr. Burgiel will provide executive-level oversight to **help our team meet the City's needs and expectations and serve as an executive sponsor to overcome challenges faced in operation**. Mr. Burgiel's disaster-related work has included serving as principal in charge of over 100 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters. Mr. Burgiel has overseen operations for teams in communities in Puerto Rico (Hurricane Maria); Miami-Dade County and the City of Winter Park (Hurricane Irma); Richland County, South Carolina (Historic 1,000 Flooding Event); the New Jersey Department of Environmental Protection (NJDEP) (Hurricane Sandy); State of Connecticut (Hurricane Sandy); State of Louisiana (Hurricane Isaac); City of New Orleans, LA (Hurricane Katrina Residential Demolition Program); and Harris County, Texas (Hurricane Ike and Hurricane Harvey), to name a few.



Mr. Chuck McLendon has been providing consulting engineering services to federal, state, and local governments across the U.S. for more than 30 years. His background in solid and hazardous waste management has led him to become one of the leading experts in the country on the implementation of large-scale post-disaster debris removal programs. He leads large teams to support major infrastructure and emergency response efforts, including most recently to Miami Dade County's response to the Surfside condo collapse. Mr. McLendon has served as principal in charge for upwards of 30 major disaster activations, including projects totaling more than 150 million CYs of debris and approximately \$2.5 billion in FEMA PA reimbursement. He lends this expert-level insight to help overcome any obstacles the City may encounter in recovery.



Mr. John Buri, Senior Advisor for Disaster Grants Programs, is a Houston resident and will provide subject matter expertise and guidance to the City based on experience supporting clients across more than \$5 billion in disaster-related grants. Mr. Buri is a versatile disaster mitigation, response, and recovery and grant management professional. Mr. Buri has provided senior management oversight on 22 major disasters declarations for over 100 clients since 2007, representing over \$5 billion in disaster-related grants. He has responded to numerous large-scale activations and engages with FEMA and state regulatory agencies and debris contractors, in addition to providing FEMA PA consulting, for tasks and activities associated with each disaster recovery operation.



Mr. Ralph Natale is the director of post-disaster programs for Tetra Tech. He leads the practice by developing programs, providing daily project support, and providing oversight and guidance to his team of project managers and projects. Mr. Natale is an expert in FEMA-PA Grant Program reimbursement policies and has administered nearly 70 projects in his 15-year career. Mr. Natale has served as a principal in charge, project manager, data manager, and operations manager in response to some of the country's largest debris-generating disasters, including Hurricanes Harvey, Matthew, Katrina, Ike and Sandy. Mr. Natale has led operations focused on managing and documenting the removal of over 46 million CYs of debris and over 1.3 million hazardous trees, the program management of over 9,600 demolitions, and over \$2.5 billion of reimbursed invoices.



Mr. Jeff Dickerson is responsible for the planning, development, deployment of technical applications supporting emergency response operations. Mr. Dickerson has led the development and support of Tetra Tech's ADMS, RecoveryTrac™. As one of only three systems validated by the USACE, it is the preferred provider by the USACE debris contractors, providing ADMS services to six of eight USACE districts globally. Mr. Dickerson has managed numerous large disaster activities with over 1,000 field monitors, coordinated the operation of round-the-clock data processing centers, and provided technical support for a debris management database to track the over 1,000 trucks and documentation for over 5 million CYs of debris brought to the client's DMS locations.

Project Field Operations Team

Tetra Tech has identified a team of field staff to support the City. We have selected team members who have previous experience in similar operations. Brief summaries of each team member's experience are provided below. **Resumes for project field operations staff have been provided at the end of this section.**

Proposed Staff	Summary of Qualifications
<i>Project Manager – Bob Gresenz</i>	Mr. Gresenz has been involved in all aspects of debris removal monitoring operations, including some of the largest and technically challenging projects in the history of the FEMA Public Assistance (PA) program. This includes the Beaufort County and Town of

	Hilton Head Island waterway and navigable canal debris removal efforts following Hurricane Mathew; multiple simultaneous recovery projects in Texas following Hurricane Harvey; and Florida following Hurricane Irma; and most recently our response to Hurricane Maria in Puerto Rico. He has extensive knowledge of FEMA 325 and 327 guidelines including implementation of right-of-way debris monitoring, debris site and tower monitoring, and hazardous tree removal. Mr. Gresenz was specifically selected for this project due to his prior experience managing the monitoring of disaster debris removal for numerous Tetra Tech clients.
Operations Manager – James Ward	Mr. Ward is a Texas resident and experienced professional providing program management services for hazard mitigation emergency preparedness/planning response and recovery. Over the past 10 years, he has supported disaster recovery projects across the nation, including various Texas communities such as Bastrop County for 2011 Wildfire; Harris County and the City of Houston, 2015 Severe Storms and Flooding; and Brazoria County, Hurricane Harvey. He has been responsible for implementing schedules for the contractor and providing client support for FEMA regulations and procedures.
Field Supervisor – Brendy Gordon	Ms. Gordon is a logistics administrative specialist with over 3 years of disaster recovery experience. Serving as field supervisor and project manager, Ms. Gordon has responded to communities in Texas, Iowa, Georgia, and Florida following Hurricanes Harvey, Irma, and Michael, as well as severe storms and floods.
Data Manager – Ricardo Bosques	Mr. Bosques is a regional data manager and ADMS technology specialist, where his understanding of FEMA eligibility and documentation requirements for PA debris removal programs have aided him in quality control and oversight of multiple projects. As a regional manager, Mr. Bosques is responsible for the implementation of Tetra Tech's <i>RecoveryTrac</i> ™ ADMS technology as well as oversight and management of field data managers and invoice analysts.
GIS – Casey Ogden	Mr. Ogden is a certified GIS specialist with more than 20 years of experience. His software expertise includes ArcGIS Pro, ArcGIS Server, ArcGIS Portal, and many others. Mr. Ogden has served as a GIS Specialist, GIS Coordinator, GIS Team Lead, GIS Manager, and many other varied, related roles in the field.
Health & Safety – Jonathan Schaefer	Mr. Schaefer has over 32 years of experience in a wide array of large-scale disaster recovery program management, process improvement and business consulting applications. As Director of Health & Safety (H&S) of Tetra Tech's post-disaster services, Mr. Schaefer is in charge of overall H&S policy guidance and implementation. Mr. Schaefer has extensive knowledge of OSHA regulations. Over the past several years, Mr. Schaefer has provided H&S program management for disaster recovery projects in response to Hurricanes Harvey, Irma, Maria, Michael, and Sally, California wildfires, and COVID-19, to name a few.

4. Staff Resumes

Résumés have been included at the end of this section.

8 YEARS OF
EXPERIENCE

8 DISASTERS

7.2M+ CYS OF
DEBRIS
REMOVED

Areas of Expertise

- Disaster Debris Management
- Right-of-Way Debris Removal
- Disposal Operations
- FEMA Compliance Monitoring
- Supervision of Field Operations
- Operational Scheduling and Dispatch
- Private Property Programs
- Hazardous Tree Removal
- FEMA PA Category A documentation and eligibility
- Project Staffing

Disasters

- 4611 Hurricane Ida
- 4559 LA Hurricane Laura
- 4573 LA Hurricane Zeta
- 5224 CA Thomas Fire
- 4339 PR Hurricane Maria
- 4337 FL Hurricane Irma
- 4283 FL Hurricane Mathew
- 4286 SC Hurricane Matthew (3 Clients)

Key Training/Certifications

- FEMA ICS 100
- FEMA ICS 200
- FEMA ICS 800
- HAZWOPER

EXPERIENCE SUMMARY

Mr. Gresenz has been involved in all aspects of debris removal monitoring operations, including some of the largest and technically challenging projects in the history of the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program. This includes the Beaufort County and Town of Hilton Head Island waterway and navigable canal debris removal efforts following Hurricane Mathew; multiple simultaneous recovery projects in Texas following Hurricane Harvey; and Florida following Hurricane Irma; and most recently our response to Hurricane Maria in Puerto Rico. He has extensive knowledge of FEMA 325 and 327 guidelines including implementation of right-of-way debris monitoring, debris site and tower monitoring, and hazardous tree removal. Mr. Gresenz is also one of Tetra Tech's designated staff trainers and is an expert in the operations of our automated debris management system (ADMS), where he has trained over 1,000 field staff on the interworking of the system and its reporting capabilities.

Mr. Gresenz was specifically selected for this project due to his prior experience managing the monitoring of disaster debris removal for numerous Tetra Tech clients.

RELEVANT EXPERIENCE

Project Management Oversight (September 2021 – Present)

Louisiana Region | Hurricane Ida

Mr. Gresenz provided senior level regional management in support of Tetra Tech's response to Hurricane Ida in Louisiana. Mr. Gresenz was instrumental in training and scheduling staff, leading debris hauler truck certification teams and establishing project infrastructure.

Project Manager (September – October 2020)

City of Alexandria, Louisiana | Hurricane Laura

In the immediate aftermath of Hurricane Laura, Mr. Gresenz mobilized to the City of Alexandria to initiate Tetra Tech's response under a pre-positioned contract. Under Mr. Gresenz leadership, Tetra Tech monitored to removal of more than 228,600 CYs of debris and 2,650 dangerous hanging limbs and leaning trees. In addition to successfully managing right-of-way debris removal monitoring, Mr. Gresenz also worked closely with City officials and the City's debris hauling contractor to execute a debris removal and monitoring plan for the City's parks and zoo. Perhaps Mr. Gresenz' most noteworthy accomplishment, however, was that he was successful in hiring over 50 City of Alexandria residents during one of most challenging labor markets in recent history. Thanks in large part to Mr. Gresenz' efforts, Tetra Tech was able to meet the monitoring requirement of the City every day of the project, thus never delaying the City's debris hauling contractor.

Project Manager (January – February 2020)

Ruston, Louisiana | Tornado

Mr. Gresenz responded to the City of Ruston, Louisiana in response to the powerful tornado that ripped through more than six miles of the City. Mr. Gresenz rapidly recruited, hired, and trained a team of local debris monitors to monitor and document

more than 30,500 CYs of debris. Mr. Gresenz was instrumental in handling the multiple project roles and positions to keep projects costs at a minimum.

Project Manager (December 2020 – May 2021)

Dallas County, Alabama | Hurricane Zeta

Following Hurricane Zeta, Tetra Tech was activated Dallas County, from a post-disaster procurement to provide disaster debris monitoring services for Dallas County. Tetra Tech hired and trained approximately 100 local field monitors to document the removal of a total of more than 220,000 CYs of debris, and 10,000 hanging trees and limbs. The projects also included monitoring debris removal from rural areas.

Operations Manager (January 2018 -Present)

Department of Transportation of Puerto Rico | Hurricane Maria

Mr. Gresenz is currently an operations manager as part of the management team deployed to the Territory of Puerto Rico following the devastating impact of Hurricane Maria. Mr. Gresenz is responsible for regional staff training, project scheduling, daily coordination with debris haulers and teaming partners and the overall integrity of Tetra Tech's documentation under challenging circumstances.

Project Manager (September 2017 - January 2018)

Pinellas County, Florida | Hurricane Irma

Mr. Gresenz served as project manager in Pinellas County, Florida following Hurricane Irma. Mr. Gresenz was crucial in coordinating debris removal efforts across multiple municipalities and unincorporated Pinellas County. Along with his primary responsibilities of project scheduling, staffing, Quality control, reporting and coordinated with multiple debris haulers, Mr. Gresenz also managed the arduous task of coordinating multiple debris haulers from multiple municipalities sharing the same disposal locations.

Operations Manager (September 2017 – November 2017)

Miami-Dade County, Florida | Hurricane Irma Debris Monitoring

Mr. Gresenz deployed to Miami-Dade County immediately after hurricane Irma struck. Mr. Gresenz trained over 800 employees in debris removal operations. This staff monitored the removal of over 3 million cubic yards of negative debris in the first 45 days after hurricane Irma. Mr. Gresenz managed the logistics of monitoring over 1,200 trucks being used throughout the county for debris removal operations, and the supervision of 4 Debris Management Sites used to process the debris.

Project Manager (January 2017- August 2017)

Dougherty County, Georgia | Severe Storms and Tornadoes

Mr. Gresenz served as project manager on Dougherty County's debris monitoring and private property debris removal program following the severe storms and tornadoes that affected the area on January 2017. Within hours, our team was onsite to begin training staff for immediate deployment. Mr. Gresenz oversaw the Dougherty County debris monitors for the removal of hazardous trees and limbs and in gathering the appropriate documentation needed for project worksheets for both Category A debris costs and permanent repairs.

Operations Manager (October 2016-January 2017)

Town of Hilton Head Island, Beaufort County, Hampton County, South Carolina | Hurricane Matthew Disaster Debris Program Management

Mr. Gresenz has been lead operations manager for some of the largest Hurricane Matthew debris removal projects in South Carolina. As part of our initial strike team, Mr. Gresenz' responsibilities included training over 300 debris monitors, executing Tetra Tech's Health and Safety protocols, overseeing truck certifications, field, and disposal operations, establishing staffing schedules, logistics and asset management and project oversight on multiple projects. To date Mr. Gresenz has overseen the successful removal and documentation of nearly 3.5 million cubic yards of Hurricane Matthew generated debris.

Project Manager (May 2014-July 2014)

Blount County, Alabama | Severe Storms and Tornadoes Disaster Debris Program Management

Following severe storms and tornadoes that impacted Blount County, Mr. Gresenz was deployed as a project manager to manage and monitor the removal of over 75,000 cubic yards of debris within the County. Mr. Gresenz also worked with the

County, Alabama Emergency Management Agency (AEMA), and FEMA to execute additional programs to support recovery in the County including removal of hazardous trees and hangers and a waterways debris removal program.

Operations Manager (February 2014–May 2014)**Hampton County, SC, Barnwell County, SC | Winter Storm Pax Disaster Debris Program Management**

Following Winter Storm Pax, Mr. Gresenz was deployed to manage the monitoring of nearly 40 debris removal trucks collecting over 200,000 cubic yards of vegetative debris in a four week period. As the projects continued, Mr. Gresenz worked with the debris hauler to ensure appropriate crew numbers to meet the aggressive timeline set fourth by the clients. Mr. Gresenz worked closely with data managers and ADMS specialists to document and track operations as well as deliver expedient and accurate reporting to key stakeholders.

EXPERIENCE SUMMARY

Mr. James Ward is a Texas resident and experienced professional providing program management services for hazard mitigation emergency preparedness/planning response and recovery. Over the past 10 years, he has supported disaster recovery projects across the nation, including the following Texas communities; Bastrop County, 2011 Wildfire; Harris County and the City of Houston, 2015 Severe Storms and Flooding; and Brazoria County, Hurricane Harvey. He has been responsible for implementing schedules for the contractor and providing client support for Federal Emergency Management Agency (FEMA) regulations and procedures.

RELEVANT EXPERIENCE

Area Leader Northern Branch (April 2021 – present)

CalRecycle | Northern Branch Complex Fires 2020

Mr. Ward is the area leader for CalRecycle's Northern Branch Complex Fire response project which includes hazardous tree assessment and hazardous tree removal. Mr. Ward oversaw a team of monitors and trained arborists monitoring the removal of hazardous trees in the right-of-way.

Deputy Project Manager (February 2021 – April 2021)

Virginia Department of Transportation | Winter Storms 2021

Mr. Ward served as deputy project manager for the Virginia Department of Transportation following unprecedented Winter Storms of February 2021. The project involved operations across 13 communities.

Operations Manager (January 2021 – February 2021)

City of Lake Charles, Louisiana | Hurricane Laura

Mr. Ward served as project manager for the City of Lake Charles, following subsequent hurricanes, Hurricane Laura and Hurricane Delta, which caused devastating damage to the City. Mr. Ward assisted with project initiation, identification of 5 local debris management sites, and the hiring and training of over 250 locally hired debris monitors. *To date, Tetra Tech has monitored the removal of over 4 million CYs of debris from the City.*

Operations manager (November 2020 – January 2021)

City of Gulfport, Mississippi | Hurricane Zeta

Hurricane Zeta impacted the City of Gulfport, Mississippi in October 2020, causing nearly half a million cubic yards of disaster debris and more than 12,500 hangers and hazardous trees to be removed. Mr. Ward served as operations manager, providing project support, overseeing day-to-day operations, and ensuring quality control.

Project Manager (October 2020 -November 2020)

City of Slidell, Louisiana | Hurricane Zeta

YEARS OF EXPERIENCE

10 years

AREAS OF EXPERTISE

- Disaster Debris Management
- Right-of-Way/Right-of-Entry Debris Removal
- Private Property Programs
- Leaner/Hanger Programs
- FEMA Reimbursement

DISASTERS

- 4558 Ca Northern Branch Fire
- 4573 Hurricane Zeta
- 4559 Hurricane Laura
- 5259 CA Wildfires – Carr Fire
- 4344 CA Wildfires
- 4332 Hurricane Harvey
- 4283 FL Hurricane Matthew
- 4277 LA Severe Storms and Flooding
- 4269 TX Severe Storms and Flooding
- 4223 TX Severe Storms and Flooding
- 4166 SC Winter Storm
- 4115 SD Winter Storm
- 4029 TX Wildfires

Mr. Ward served as project manager for the City of Slidell, where he provided project oversight, coordination with debris haulers, and oversaw hiring and training of local field staff.

Operations Manager (September 2020 – October 2020)

Allen Parish, Louisiana | Hurricane Laura

Mr. Ward oversaw the day-to-day operations of Tetra Tech's response to Allen Parish following Hurricane Laura. Mr. Ward is responsible for training and scheduling staff (over 100 at peak), coordinating with the Parish's debris hauler to close-out collection zones and providing daily progress updates to Parish stakeholders including daily expenditures. Mr. Ward team has overseen the collection of over 550,000 CYs of debris and the removal of nearly 14,000 Hazardous trees and limbs

Deputy Operations Section Chief/Branch Director (January 2019 – October 2019)

Camp Fire, CA – CalRecycle/CalOES

Mr. Ward served as Deputy Operations Section Chief/Branch Director following the November 2019 Camp Fire. The project is projected to require the demolition and debris removal of nearly 12,000 structures.

Branch Director (September 2018-December 2019)

CalRecycle – CA Wildfire - Carr Fire FM-5259

Mr. Ward currently serves as a Branch Director overseeing division supervisors in Shasta County, CA. The Carr fire resulted in nearly 1,300 parcels requiring debris removal.

Operations Manager (November 2017 – March 2018)

Northern California (NORCAL) Wildfire Response | CA Wildfire

Mr. Ward assisted with staffing and logistics field monitor dispatch, health and safety, reimbursement documentation, and field supervision as well as the implementation of RecoveryTrac™ Automated Debris Management System (ADMS) to document debris removal efforts.

Project Manager (September 2017 – November 2017)

Brazoria County, Texas | Disaster Debris Monitoring | Hurricane Harvey

Mr. Ward oversaw coordination with debris removal contractors, field monitors, FEMA reimbursement documentation, and field monitor health and safety. Additionally, Mr. Ward managed a hazardous tree and hanger removal program and served as a consistent point of contact throughout the debris removal process, providing a bridge to long-term recovery. In total, Tetra Tech monitored the removal of 230,000 CYs of debris.

Project Manager (October 2016–January 2017)

City of Port Orange, Florida | Hurricane Matthew

Mr. Ward oversaw coordination with debris removal contractors, field monitors, FEMA reimbursement documentation, and field monitor health and safety. Additionally, Mr. Ward managed a hazardous tree and hanger removal program and served as a consistent point of contact throughout the debris removal process, providing a bridge to long-term recovery. In total, Tetra Tech monitored the removal of 428,000 CYs of debris and addressed 6,000 trees.

Operations Manager (August 2016 – September 2016)

Ascension Parish, Louisiana | Severe Storms and Flooding Disaster

Mr. Ward was deployed as an operations manager for Ascension Parish, Louisiana following severe storms and flooding that resulted in concentrated volumes of disaster debris in the Parish. Mr. Ward's responsibilities included field monitor dispatch, health and safety, reimbursement documentation, and field supervision. Mr. Ward also worked closely with data managers and ADMS specialists to document and track operations as well as deliver expedient and accurate reporting to key stakeholders.

Operations Manager (May 2016 – July 2016)**Harris County, Texas | Severe Storms and Flooding Disaster Debris**

Mr. Ward was deployed as an operations manager for the Harris County, Texas following severe storms and flooding that resulted in concentrated volumes of disaster debris in the County. Mr. Ward's responsibilities include field monitor dispatch, health and safety, reimbursement documentation, and field supervision. Mr. Ward also worked closely with data managers and ADMS specialists to document and track operations as well as deliver expedient and accurate reporting to key stakeholders.

Senior Field Supervisor (May 2015 – August 2015)**City of Houston, Texas | Severe Storms and Flooding Disaster Debris**

Mr. Ward was deployed as a senior field supervisor for the City of Houston, Texas following severe storms and flooding that resulted in concentrated volumes of disaster debris in the City. Mr. Ward's responsibilities include field monitor supervisor, health and safety, reimbursement documentation, and truck certifications.

Field Supervisor (February 2014–May 2014)**Dorchester County, South Carolina | Winter Storm Pax Disaster Debris Program Management**

Mr. Ward served as field supervisor for Dorchester County, South Carolina following Winter Storm Pax, where he oversaw field monitors and support reimbursement documentation for the County. Mr. Ward was also instrumental in the identification, hiring, and training of field staff to support the project.

Field Supervisor (April 2013–September 2013)**City of Sioux Falls, South Dakota | Severe Winter Storm Disaster Debris Program Management**

Following an ice storm in April 2013, Mr. Ward served as field supervisor for the City of Sioux Falls, South Dakota. Mr. Ward's responsibilities include field monitor dispatch, health and safety, reimbursement documentation, and field supervision. Mr. Ward also worked closely with data managers and ADMS specialists to document and track operations.

Field Supervisor (September 2011–August 2012)**Bastrop County, Texas | Wildfire Disaster Program Management**

Mr. Ward served as a field supervisor, where he worked on right-of-entry properties to identify qualified trees for removal after more than 1,600 homes were destroyed following the largest and most damaging wildfire in Texas history.

EXPERIENCE SUMMARY

Ms. Gordon is a logistics administrative specialist with over 3 years of disaster recovery experience. Serving as Field Supervisor and Project Manager, Ms. Gordon has responded to communities in Iowa, Georgia, Texas, and Florida following Hurricanes Harvey, Irma, and Michael, as well as severe storms and floods. Additionally, Ms. Gordon has provided public outreach support and data management.

RELEVANT EXPERIENCE

Operations Manager (August 2020 – Present)

Linn County, Iowa | 2020 Derecho

In August of 2020, the Midwestern United States was impacted by a derecho, which is a dangerous straight-line wind event, which caused a large amount of rainfall, hail, and an outbreak of tornadoes. The severe winds equivalent to that of a Category 4 hurricane, and severely damaged several areas in the State of Iowa. Ms. Gordon was deployed as an Operations Manager where she is responsible for Right-of-Way collection monitors, Leaner (tree) and hanger (limbs) monitors and project administration. In total, Tetra Tech has monitored and documented over 800,000 cubic yards (CYs) of debris and the removal of over 6,500 hazardous trees and hanging limbs.

Division Supervisor Director (February 2019 – August 2019)

CalRecycle | Camp Fire

- Coordinated field operations with debris removal contractors
- Assisted with Eligibility determinations
- Responsible for the integrity of field data
- Private Property Debris Removal Program (PPDR)
- Field supervision and quality assurance/quality control (QA/QC)

Project Manager (October 2018 – February 2019)

Decatur County, Georgia | Hurricane Micheal

- Responsible for truck certifications, disposal tower operations, and oversight of field operations
- Trained Field staff on identifying and documenting hazardous tree and limb removal
- Oversaw the collection and disposal of nearly 850,000cyd of debris
- Part of a 13 County activation under the USACE advanced contracting initiative

Project Manager (November 2011 – February 2018)

Charlotte County, Florida | Hurricane Irma

- Responsible for all day-to-day operations
- Worked closely with County Stakeholders to track force account labor and equipment use

YEARS OF EXPERIENCE

3 years

AREA OF EXPERTISE

- Private Property Debris Removal
- Field Operations and Logistics
- Monitor Training
- QA/QC
- Scheduling and Dispatch
- Truck Certification
- Automated Debris Management Systems (ADMS)

DISASTERS

- 4557 IA Severe Storms
- 5278 CA Camp Fire
- 4337 FL Hurricane Irma

EDUCATION

Turner Job Corp
2011

- 5,100 Hazardous trees and limbs removed

Field Supervisor (February 2017 – September 2017)

City of Albany, Georgia | Tornado

- Oversight and QA/QC of field monitors
- Responsible for the documentation of over 2.1 million cubic yards of debris
- Oversaw the remediation of nearly 50,000 hazardous trees and dangerous limbs

EXPERIENCE SUMMARY

Mr. Bosques is a regional data manager and invoice reconciliation manager for Tetra Tech, Inc., where his understanding of Federal Emergency Management Agency (FEMA) eligibility and documentation requirements for public assistance debris removal programs have aided him in quality control and oversight of multiple projects. As a regional manager Mr. Bosques is responsible for oversight and management of field data managers and invoice analysts. Mr. Bosques has served as data manager on several private property debris removal (PPDR) programs and hanging limbs/hazardous tree removal programs. Mr. Bosques and Tetra Tech have focused on providing complete auditable datasets that maximize reimbursement and are project worksheet ready.

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

FEATURED EXPERIENCE

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

Mr. Bosques served as the invoice reconciliation manager for the prime debris contractor Ceres Environmental, Inc. following the Camp Fire incident. He provided oversight, quality control, and guidance during the invoice reconciliation process for over 6.6 million cubic yards of debris removed across 2,800 parcels.

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

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

Data Manager (October 2016 – May 2017)

Town of Hilton Head, South Carolina | Hurricane Matthew Debris Program Management

Mr. Bosques was deployed to the Town of Hilton Head, South Carolina after Hurricane Matthew affected the area causing flooding and extensive damage. As data manager, Mr. Bosques has been overseeing data management

YEARS OF EXPERIENCE

5 years

AREA OF EXPERTISE

- Disaster Debris Management
- Data Collection, Utilization, and Validation
- Data Management
- Report designs
- Reimbursement Policies and Procedures
- Public Relations
- Invoice Reconciliation

DISASTERS

- 5278 California Camp Fire
- 5259 California Carr Fire
- 5192 California Detwiler Fire
- 4332 Hurricane Harvey
- 4286 Hurricane Matthew
- 4272 Severe Storms and Flooding
- 4269 Severe Storms and Flooding
- 4240 CA Wildfires
- 4245 Texas Severe Storms

EDUCATION

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

efforts and validating the documentation being reported for 2.1 million cubic yards of debris and over 40,000 hazardous trees.

Data Manager (August 2016 – October 2016)

CalRecycle | Erskine Fire Remediation and Disaster Recovery Services

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

PPDR Data Manager (January 2016-August 2016)

Calaveras County, California | Catastrophic Fires

The catastrophic fires that impacted Calaveras County left severe destruction and damage. As part of the selected contractor's team, Tetra Tech provided data management and administrative functions to support debris removal efforts of fire related debris and hazards from private property in the impacted areas. Mr. Bosques was deployed as the PPDR data manager for over 300 parcels.

Data Manager (October 2015 – January 2016)

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

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

Data Manager (October 2015 – March 2016)

Hays County, Texas | Memorial Day Flooding Disaster Debris Management

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

Assistant Data Manager (June 2015 – August 2015)

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

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

EXPERIENCE SUMMARY

Casey Ogden is a GIS specialist with more than 20 years of experience. He is a certified GIS professional and has been provided services related to the field for the 20 years of his experience. His software expertise includes ArcGIS Pro, ArcGIS Server, ArcGIS Portal, and many others. Mr. Ogden has served as a GIS Specialist, GIS Coordinator, GIS Team Lead, GIS Manager, and many other varied, related roles in the field. Mr. Ogden is a fairly recent hire, so we've highlighted some of his past work experience below.

RELEVANT EXPERIENCE

GIS Developer (June 2021 – April 2022)

Genex Systems

For NASA's Johnson Space Center (JSC), Casey created an ArcGIS Web Appbuilder site that links data submitted for personnel to the reserved parking dataset by applying immediate calculation attribute rules developed using Arcade expressions in ArcGIS Pro. This application also incorporates validation attribute rules and smart editor rules to restrict editing capability and manage data content. This JSC Parking Application includes an Editor, Security Viewer and Viewer site and replaces the existing parking management system.

GIS Coordinator (October 2018 – June 2021)

Calvin Giordano & Associates

Mr. Ogden managed ten municipality websites with a live link to code enforcement, plan review and permit applications. He maintained custom toolsets created in Geocortex workflows and updated owner information using automated scripts to join parcel datasets to tax roll databases, push to SQL database and publish to ArcGIS Server. Set up and customized several Survey123 for ArcGIS and Workforce for ArcGIS applications for field personnel. Automated weekly reports that aggregate completion metrics for permits and public facing issue reporter submittals.

GIS Team Lead (January 2017 – October 2018)

Coastal Risk Consulting, LLC

As Assistant CTO and GIS Team Lead, Mr. Ogden automated Coastal Risk Rapid Assessment / First Score Reports by utilizing ArcGIS Modelbuilder and Python scripts, turning a 3-hour process into a 1 minute runtime and allowing the user the ability to enter an address and receive a comprehensive flood report for any address in the United States. He established various property specific tools that determine flood vulnerability by analyzing Parcels, Light Detection and Ranging (LIDAR), Tidal Gauges, Flood Zones (NFHL), and

YEARS OF EXPERIENCE

20 years

AREA OF EXPERTISE

- ArcGIS
- Geocortex Essentials/Workflow
- ENVI 4.1
- ERDAS Imagine
- MapInfo
- OrthoVista
- Trimble Business Center
- Trimble Geomatics Office
- Trimble Pathfinder
- Matlab
- Bentley Microstation

TRAINING/CERTIFICATIONS

- GIS Certification Institute, Des Plaines, Illinois
GISP (GIS Professional), July 2014 - Present

EDUCATION

Florida State University
M.S., Geography, 2004

Louisiana State University
B.S., Geography, 1999

Storm Surge models (SLOSH). Product outputs include graphs, tables, and maps in a variety of formats, csv, excel, pdf, and images.

GIS Manager (November 2015 – September 2016)

Capstone Corporation

Mr. Ogden assisted Navy Region Japan's Emergency Management Division by maintaining the 'One Clear Picture' GIS web application. Duties included providing training to military personnel on techniques to broadcast Emergency Incidents to the region and establishing links/feeds from Disaster Monitoring Agencies. Utilizing Digital Elevation Models, he developed Building Risk Assessments for 'Worst Case' Tsunami Scenarios.

GIS Specialist (October 2014 – October 2015)

Cyberdata Technologies

While onsite at the National Hurricane Center, Mr. Ogden created and fully automated GIS tools that parse ASCII files to display Tropical Cyclone Rainfall and Hurricane Best Track operational products. The mapping product that he developed and is now in production is the Arrival of Tropical Storm Force Winds.

GIS Lead Data Engineer (August 2012 – June 2014)

Cablevision Systems Corp

As GIS Lead, Mr. Ogden managed contracts related to LIDAR and high-resolution aerial imagery in South Florida, Los Angeles and New York. With this technology, he performed Equivalent Power Flux Density (EPFD) analysis of potential service towers and directed site survey efforts to determine possible interference with alternative Direct Broadcast Satellite (DBS) providers. Additionally, Mr. Ogden was responsible for identifying serviceable homes based on Line of Sight/Diffraction Analysis and Parcel/Tax Roll databases, which were the drivers for site selection, sales territory development and the mapping application utilized by door-to-door sales team.

GIS Supervisor/GIS Coordinator (August 2008 – July 2012)

DZSP 21 LLC

Supporting Joint Region Marianas on the Base Operating Support Contract (BOSC), Mr. Ogden managed various Firm-Fixed and Cost-Plus contracts by forming Statements of Work (SOW), developing Cost Estimates and delivering projects on time and within budget. As Project Manager, he maximized the in-house capability to provide substantial cost savings and supply the client with custom products related to Water System Hydraulic Modeling, Property Record Development, SCADA Line of Sight Surveys, Space Use Management, Explosive Safety Site Approvals, Topographic Surveys, GNSS/GIS Data Collection and Navy Utility Model Configuration.

Senior GIS Analyst (January 2007 – August 2008)

L-3 Communications

Mr. Ogden assisted the 30th Space Wing's Civil Engineering squadron as Team Lead at Vandenberg Air Force Base by providing geospatial support to military personnel, civilians, and fellow team members. As Developer, he assisted in packaging dynamic link libraries (DLL) using VB6 to analyze missile safety zones, identify landscape management areas and detect airfield imaginary surface violations. Additionally, Mr. Ogden was the lead in the VAFB fire department routing and time stamp calibration effort.

Associate GIS Analyst (January 2005 – April 2006)

L-3 Communications

Mr. Ogden contributed to the mission of the 36th Civil Engineering squadron at Andersen Air Force Base by training military personnel in the operation of survey/resource grade GPS instruments and the collection of utility,

environmental, airfield and infrastructure for vector data development. Additional responsibilities included creating viewers using ArcSDE to filter and shield Oracle data warehouse.

GIS Technician III (March 2001 – March 2003)

City of Orlando Fire Department

Mr. Ogden supported field operations by maintaining and updating AS/400 computer-aided dispatch system while participating with development team in the migration of this legacy system to Motorola Printrak's spatially enabled CAD system. Other duties included map production and performing non-spatial database integration with GIS, including interoperability support to supply Pre-Fire Planning Initiative and aid address standardization.

GIS/GPS Field Foreman (January 2000 – January 2001)

Osmose Incorporated

Mr. Ogden trained and motivated field crews for utility pole inspection, overhead facilities recognition and GPS operation; managed payroll and expense reports.

EXPERIENCE SUMMARY

Mr. Schaefer has over 32 years of experience in a wide array of large-scale disaster recovery program management, process improvement and business consulting applications. As Director of Health & Safety (H&S) of Tetra Tech's post-disaster services, Mr. Schaefer is in charge of overall H&S policy guidance and implementation. Mr. Schaefer has extensive knowledge of OSHA regulations. He is OSHA 40-Hour HAZWOPER certified and an authorized OSHA Construction Safety Outreach Trainer. Over the past several years, Mr. Schaefer has provided H&S program management for disaster recovery projects in response to Hurricanes Harvey, Irma, Maria, Michael, and Sally, California wildfires, and COVID-19, to name a few. Mr. Schaefer also managed and provided oversight for field operations following Hurricanes Charlie, Francis, and Jeanne; Katrina, Wilma and Rita; Gustav, and Ike.

Director, Health & Safety (July 2018 – Present) **Tetra Tech, Inc. Disaster Recovery (TDR)**

Mr. Schaefer is responsible for the overall TDR Health and Safety Program, including health and safety planning, job hazard analyses, policies and procedures for creating and managing a safe working environment through hazard elimination, substitution, engineering and administrative controls and personal protective equipment and strict adherence to OSHA regulations. Additionally, he manages professional and general liability and worker's compensation claims and incident reporting.

In this capacity, Mr. Schaefer has managed employee health and safety in hurricane recovery efforts such as Harvey, Irma, Maria, Michael, Laura, Sally, Delta and now Zeta; fire projects such as the Mendocino Complex Fire and Camp Fire in Butte County, California; and other nuanced projects such as the Homeless Medical Isolation and Recovery Center (HMIRC) in Houston, TX which provided assistance to COVID-19 positive homeless persons.

In Puerto Rico, Florida and Texas, Mr. Schaefer managed the health and safety of employees conducting Tier II site safety inspections and environmental sampling for lead-based paint and asbestos on damaged private properties as part of their CDBG-DR programs.

Since the COVID-19 outbreak, Mr. Schaefer has worked with other Tetra Tech divisions to maintain an infection-free environment for both our office staff and field operations, managing all TDR employee illnesses from onset through recovery and return to work clearance. Mr. Schaefer continues to refine COVID-19 protocols for changes to CDC-guidance and prevailing local requirements that vary among impacted areas in which we serve.

Program Manager (November 2012 – April 2016) **Tetra Tech, Inc. (Formerly Leidos Engineering, LLC)**

YEARS OF EXPERIENCE

32 years

PROGRAM EXPERIENCE

- Single Family Rehabilitation, Reconstruction & Relocation Programs
- Housing Counseling
- Home Energy Resilience

AREAS OF EXPERTISE

- Health and Safety
- Start Up of Operations
- Disaster Recovery Operations
- Post-Disaster Environmental Services
- Energy & Utilities
- Strategic Planning
- Engineering
- Closing Coordination
- Project Management
- Construction and Statutory Compliance
- Environmental Procedures
- Long-Term Compliance and Monitoring
- Quality Assurance/Control
- Issue Tracking and Fraud, Waste & Abuse Coordination
- Document Management and Records Retention
- Ramp-Down & Program Close-Out
- Grant Recapture

CERTIFICATIONS

- OSHA 40-Hour HAZWOPER
- OSHA 29 CFR 1910.134 - Respiratory Training
- Authorized OSHA Construction Safety Outreach Trainer

EDUCATION

- Masters Of Science in Industrial Engineering, University of Central Florida, Orlando, Florida, May 1995
- Masters Of Science in Systems Management, Florida Institute of Technology, Melbourne, Florida, December 2002

For 3 years, Mr. Schaefer managed a \$200 million local government funding program supplying funds for energy and building resiliency for residential, commercial and industrial properties in participating Florida cities and counties. Program implementation required vetting property owners against statutory requirements, assessing fund availability on a by-owner basis in accordance with program guidelines, reviewing contractor estimates for reasonableness, documenting completion, filing and recording assessments with local taxing authorities. Mr. Schaefer's responsibilities included:

- Managed team serving the Florida PACE Funding Agency – a local government providing \$200 million in available statutorily-based financing to property owners for energy efficiency, renewable and wind resistance improvements to their properties, the financing for which is repaid through a non-ad valorem property tax assessment;
- Responsible for presenting PACE financing program to Florida legislators, city and county commissioners, county constitutional officers, local government staff, contractors, residential and commercial property owners, realtors, insurance agents, and other key stakeholders;
- Cultivated relationships with a wide array of stakeholders and building a strong support network in a new market from scratch through personal commitment and integrity; and
- Managed the development of training materials, program tools, marketing materials; marketing tactics and strategies, process and procedures for the deployment of PACE financing to 14 counties and 12 cities in Florida representing approximately 45% of the subscribed market at the time Leidos unwound its involvement in the Program.

Vice President, Business Operations (January 2005 – July 2009)

Beck Disaster Recovery (BDR, a subsidiary of R. W. Beck, Inc.)

As VP of Business Operations, Mr. Schaefer was responsible for the development of field operations processes and procedures for BDR's disaster response and recovery efforts. Mr. Schaefer was responsible for field deployment and ongoing operations, equipment deployment, health and safety, human resources, legal compliance, liability and claim management.

Mr. Schaefer personally managed and provided operational oversight for hurricanes Charlie, Francis, and Jeanne in Orlando, Florida; Katrina, Wilma and Rita in Miami and South Florida; Gustav in City of Plaquemine, Louisiana and Ike in the Greater Houston area and Galveston, Texas.

Mr. Schaefer developed an internal field auditing function to ensure adherence to corporate policies and procedures, and managed firm's response to three Department of Labor audits.

C. Experience

Tetra Tech has provided disaster management, recovery, and consulting services to hundreds of state and local government agencies since 2001. These services have included environmental permitting; monitoring of debris collection, hazardous tree programs, temporary debris storage and reduction sites (TDSRS), and specialized debris missions; fire damage restoration; contractor invoice reconciliation; and federal grant reimbursement support. **We have handpicked the most relevant projects to demonstrate our expertise and experience.** Below is a showcase of our varied debris monitoring and federal grant funding experience.

Recent Debris Monitoring Experience

Exhibit C-1 provides an abbreviated experience matrix for projects conducted over the past 5 years. Tetra Tech can provide additional information upon request. **References have been included at the end of the section.**

Exhibit C-1: Experience Matrix (2017–Present)

Year	Disaster	Representative Client(s) *Work in Progress	Contract Value	Size (CYs)	Contract Management	Data Management	Collection Monitoring	Disposal Monitoring	Leaner/Hanger/Stump Removal	Private Property Debris Removal	Marine/Waterway	FEMA Reimbursement
2021	Dixie Fire Clients Served: 1	CalRecycle (State Contract)* Alan Zamboanga, (916) 341-6450	Invoices Pending	Ongoing	■	■	■	■	■	■	■	■
	Hurricane Ida Clients Served: 11	City of Central, LA	\$81,691	62,878	■	■	■	■	■	■	■	■
		Iberville Parish, LA Randall Dunn, (225) 776-1109, dunn@ibervilleparish.com	Invoices Pending	10,846	■	■	■	■	■	■	■	■
		Tangipahoa Parish*	Invoices Pending	2,930,005 (ongoing)	■	■	■	■	■	■	■	■
	Surfside Condo Collapse	Miami-Dade County, FL Michael Fernandez, (786) 473-7314, michael.fernandez@miamidade.gov	Invoices Pending	10,264 (tons)	■	■	■	■	■	■	■	■
	Tennessee Severe Storms and Floods Clients Served: 1	Metro Nashville and Davidson County, TN Phillips Jones, (615) 533-2377, phillip.jones@nashville.gov	\$368,467	804 (tons)	■	■	■	■	■	■	■	■
	Alabama Tornado Clients Served: 3	Calhoun County, AL	Invoices Pending	228,268	■	■	■	■	■	■	■	■
2020	Winter Storms Clients Served: 1	Virginia Department of Transportation Stephen Fritton (804) 609-5399, stephen.fritton@vdot.virginia.gov	\$1,384,431	471,000	■	■	■	■	■	■	■	■
	California Wildfire Clients Served: 1	CalRecycle Northern Branch*	\$17,991,682	488,993 (tons)	■	■	■	■	■	■	■	■
	Hurricane Zeta Clients Served: 7	Audubon Society of LA Cecilie Halliwill, (504) 212-5325, challiwill@auduboninstitute.org	\$144,765	19,408	■	■	■	■				■
		City of Diamondhead, MS Mike Reso, (228) 222-4626 Ext. 1802 mreso@diamondhead.ms.gov	\$322,959	200,556	■	■	■	■				■
		City of Gulfport, MS Wayne Miller, (288) 868-5740 wmliller@gulfport-ms.gov	\$1,159,711	483,147	■	■	■	■				■

	Hurricane Delta Clients Served: 3	City of Waveland, MS Mickey Lagasse, (228) 467.4143 mlagasse@waveland-ms.gov	\$371,206	216,681	■ ■ ■ ■ ■	■
		City of Slidell, LA Blaine Clancy, (985) 646-4270 bclancy@cityofslidell.org	\$31,039	340 haz. trees	■ ■ ■ ■ ■	■
		Dallas County, AL Heath Sexton, (334) 375-1587 hsexton@dallscounty_al.org	\$553,066	222,732	■ ■ ■ ■ ■	■
		Hancock County, MS Scotty Adam, (228) 467-0172 Scotty.Adam@co.hancock.ms.us	\$183,361	64,520	■ ■ ■ ■ ■	■
		City of Youngsville, LA Sally Angers, (337) 857-6925 SallyAngers@youngsvilleLA.gov	\$30,163	7,646	■ ■ ■ ■ ■	■
		St. Martin Parish, LA Heath Babineaux, (337) 394-4798 Hbabineaux@stmartinparish.net	\$220,303	30,600	■ ■ ■ ■ ■	■
	Hurricane Sally Clients Served: 4	Baldwin County, AL Terri Graham, (251) 331-4158 TGraham@baldwincountyal.gov	\$6,910,848	4,425,281	■ ■ ■ ■ ■	■
		City of Pensacola, FL John Pittman, (850) 435-1894 Jpittman@cityofpensacola.com	\$1,109,949	574,579	■ ■ ■ ■ ■	■
		Okaloosa County, FL Jim Reece, (850) 978-1063 jreece@co.okaloosa.fl.us	\$203,856	30,794	■ ■ ■ ■ ■	■
	Hurricane Laura Clients Served: 17	Acadia Parish, LA Chance Henry, (337) 824-7720 electchancehenry@gmail.com	\$123,346	98,595	■ ■ ■ ■ ■	■
		Calcasieu Parish, LA Theresa Champeaux, (337) 540-8094 tchampeaux@calcasieuparish.gov	\$8,552,060	6,950,234	■ ■ ■ ■ ■	■
		City of Lake Charles, LA Jeff Jones, (337) 540-1707 jjones@cityoflc.us	\$5,559,677	4,314,878	■ ■ ■ ■ ■	■
		City of Sulphur, LA Stacy Dowden, (337) 764-8044 sdowden@sulphur.org	\$1,264,144	838,412	■ ■ ■ ■ ■	■
		Jefferson Davis Parish, LA Renee Hicks, (337) 824-4792 renee@jdppj.net	\$802,432	140,874	■ ■ ■ ■ ■	■
		Orange County, TX Leon George, (409) 238-9169 lgeorge@co.orange.tx.us	\$1,158,261	723,064	■ ■ ■ ■ ■	■
	Hurricane Isaias Clients Served: 6	Town of Holden Beach, NC Heather Fennell, (910) 842-6488 heather@hbtownhall.com	\$26,171	2,150	■ ■ ■ ■ ■	■
		Town of Ocean Isle Beach, NC Justin Whiteside, (910) 579-3469 justin@oibgov.com	\$48,866	6,966	■ ■ ■ ■ ■	■
		Town of Oak Island, NC Rose Braam, (910) 201-8015 rbraam@ci.oak-island.nc.us	\$193,765	62,394	■ ■ ■ ■ ■	■
	Hurricane Hanna Total CYs: 327,035 Clients Served: 4	Hidalgo County, TX Mr. Judge "J.D." Salinas, (956) 318-2600 jd.salinas@gsa.gov	\$706,129	187,135	■ ■ ■ ■ ■	■
	South Carolina Severe Storms and Tornadoes Total CYs: 783	Barnwell County, SC Mr. Roger Riley, (803) 541-2013 rriley@barnwellsc.com	\$21,539	783	■ ■ ■ ■ ■	■
	Tennessee Severe Storms and Tornadoes Total CYs: 1,039,455 Clients Served: 3	City of Chattanooga, TN Elizabeth Goss, (229) 894-4591 egoss@chattanooga.gov	\$380,079	322,200	■ ■ ■ ■ ■	■
		Hamilton County, TN John Agan, (423) 315-3840 johna@HamiltonTN.gov	\$961,480	408,305	■ ■ ■ ■ ■	■
		Metro Nashville and Davidson County, TN Phillips Jones, (615) 533-2377 phillip.jones@nashville.gov	\$193,710	308,949	■ ■ ■ ■ ■	■
2019	Tropical Storm Imelda Total CYs: 73,336 Clients Served: 3	Harris County, TX Ms. Danielle Cioce, MS, (551) 427-6581 danielle.cioce@hccpid.org	\$195,526	15,907	■ ■ ■ ■ ■	■
		Jefferson County, TX Patrick Swain, (409) 835-8500 pswain@co.jefferson.tx.us	\$208,610	57,429	■ ■ ■ ■ ■	■

	Hurricane Dorian Total CYs: 63,719 Clients Served: 5	Colleton County, SC Carla W. Harvey, PE, (843) 782.3104 Cell – (843) 909-4653 charvey@colletoncounty.org	\$21,639	4,272	■ ■ ■ ■ ■	■
		Dorchester County, SC Mr. Mario Formisano, (843) 832-0341 MFormisano@dorchestercounty.net	\$135,437	31,294	■ ■ ■ ■ ■	■
	Louisiana Severe Storms and Tornadoes Total CYs: 30,516 Clients Served: 5	City of Ruston, LA John Freeman, (318) 245-2398 jfreeman@ruston.org	\$230,000	30,516	■ ■ ■ ■ ■	■
	Alabama Severe Storms and Tornadoes Total CYs: 176,780 Total Tons: 7,262	Lee County, AL Patrick Harvill, (334) 737-7011 Pharvill@leeco.us	\$375,000	176,780 (and 7,262 Tons)	■ ■ ■ ■ ■	■
2018	Hurricane Michael Total CYs: 10,618,496 Clients Served: 13	Lynn Haven, City of, FL Vickie Gainer, (850) 265-2121 ext 112 vgainer@cityoflynnhaven.com	\$3,226,800	1,280,400	■ ■ ■ ■ ■	■
		Callaway, City of, FL Ed Cook, (850) 215-6691 Citymanager@cityofcallaway.com	\$1,150,500	1,468,100	■ ■ ■ ■ ■	■
		Parker, City of, FL Rich Musgrave, (850) 871-4104 richmusgrave@cityofparker.com	\$508,920	548,800	■ ■ ■ ■ ■	■
		Wakulla County, FL Brandy Raye King, (850) 745-7711 bking@mywakulla.com	\$341,704	38,085	■ ■ ■ ■ ■	■
		Franklin County, FL Pamela Brownell, (850) 653-8977, ext. 10 Em3frank@fairpoint.net	\$548,949	126,087	■ ■ ■ ■ ■	■
		Albany County, GA Phil Roberson, (229) 357-0667 PRoberson@dougherty.ga.us	\$2,008,025	363,000	■ ■ ■ ■ ■	■
	Hurricane Florence Total CYs: 1,365,327 Total Tons: 19,889 Clients Served: 15	Dougherty County, GA Michael McCoy, (229) 431-2193 MMcCoy@dougherty.ga.us	\$2,008,025	207,000	■ ■ ■ ■ ■	■
		New Bern, City of, NC Matt Montanye, (252) 646-3984 MontanyeM@newbern-nc.org	\$665,351	155,400	■ ■ ■ ■ ■	■
		Craven County, NC Steven Aster, (252) 658-7179 saster@cravencountync.gov	\$414,147	59,800	■ ■ ■ ■ ■	■
		Lenoir County, NC Samuel Kornegay, (252) 361-1788 skornegay@co.lenoir.nc.us	\$249,918	34,662	■ ■ ■ ■ ■	■
	Connecticut Tornadoes Total CYs: 193,222 Clients Served: 4	Fayetteville, City of, NC Jackie Tuckey, (910) 433-1854 jtuckey@ci.fay.nc.us	\$560,405	134,282	■ ■ ■ ■ ■	■
		Brookfield, CT Ralph Tedesco, (203) 775-7318 irtedesco@brookfieldct.gov	\$634,119	175,442	■ ■ ■ ■ ■	■
2017	California Wildfires Total Tons: 2,278,740 Clients Served: 4	New Fairfield, CT Russ Loudonm (203) 312-5628 rloudon@newfairfield.gov				
		CalRecycle, CA Alan Zamboanga, (916) 341-6450 alan.zamboanga@calrecycle.ca.gov	\$1,500,000,000	2,278,740 Tons	■ ■ ■ ■ ■	■
	Hurricane Irma Total CYs: 20,113,657 Clients Served: 67	Miami-Dade County, FL Michael Fernandez, (786) 473-7314 michael.fernandez@miamidade.gov	\$15,315,654	3,558,943	■ ■ ■ ■ ■	■
		Polk County, FL Jay M. Jarvis, P.E, (863) 581-0163 JayJarvis@polk-county.net	\$6,190,877	2,244,330	■ ■ ■ ■ ■	■
		Collier County, FL Dan Rodriguez, (239) 252-2504 danrodriguez@colliergov.net	\$5,130,000	4,004,300	■ ■ ■ ■ ■	■

Hurricane Harvey Total CYs: 5,445,225 Clients Served: 31	Miami, City of, FL Mario Nunez, (786) 479-4097 MFNunez@miamigov.com	\$3,911,307	540,053	■ ■ ■ ■ ■ ■ ■ ■
	Seminole County, FL Jeff Waters, (407) 665-2253 jwaters02@seminolecountyfl.gov	\$2,250,000	824,534	■ ■ ■ ■ ■ ■ ■ ■
	Lake County, FL Mary Hamilton, (352) 253-6006 mhamilton@lakecountyfl.gov	\$1,887,841	355,000	■ ■ ■ ■ ■ ■ ■ ■
	Brevard County, FL Euripides Rodriguez, (321) 633-2042 Euripides.rodriguez@brevardfl.gov	\$1,292,085	653,953	■ ■ ■ ■ ■ ■ ■ ■
	Pinellas County, FL Sean Tipton, (727) 464-8809 stipton@co.pinellas.fl.us	\$1,759,698	380,000	■ ■ ■ ■ ■ ■ ■ ■
	Holly Hill, City of, FL Antoine Khoury, (386) 248-9493 akhoury@hollyhillfl.org	\$115,000	46,876	■ ■ ■ ■ ■ ■ ■ ■
	South Daytona, City of, FL Les Gillis, P.E., (386) 322-3080 lgillis@southdaytona.org	\$79,534.00	27,908	■ ■ ■ ■ ■ ■ ■ ■
	Corpus Christi, City of, TX Gabriel Maldonado, (361) 826-3165 gabrielm@cctexas.com	\$1,037,930	536,074	■ ■ ■ ■ ■ ■ ■ ■
	Dickinson, City of, TX Connie Nicholson, (281) 337-2489 ext. 224 cnicholson@ci.dickinson.tx.us	\$678,086	182,354	■ ■ ■ ■ ■ ■ ■ ■
	Fort Bend County, TX Marc Grant, (832) 473-2730 grantmar@co.fort-bend.tx.us	\$1,028,474	338,277	■ ■ ■ ■ ■ ■ ■ ■
	Friendswood, City of, TX Brian Mansfield, (281) 996-3335 bmansfield@ci.friendswood.tx.us	\$747,162	135,957	■ ■ ■ ■ ■ ■ ■ ■
	Harris County, TX Danielle Cioce, (551) 427-6581 danielle.cioce@hcpid.org	\$3,700,000	1,129,652	■ ■ ■ ■ ■ ■ ■ ■
	Houston, City of, TX Joanne Song Yu, (832) 393-0484 Joanne.Song@houstontx.gov	\$7,964,528	2,500,000	■ ■ ■ ■ ■ ■ ■ ■
	Humble, City of, TX James Nykaza, (281) 853-7832 jnykaza@cityofhumble.net	\$128,269	22,737	■ ■ ■ ■ ■ ■ ■ ■
	Katy, City of, TX Jason Rivera, (281) 391-4796 jrivera@cityofkaty.com	\$127,583	24,000	■ ■ ■ ■ ■ ■ ■ ■
Georgia Tornadoes Total CYs: 920,000 Clients Served: 2	League City, City of, TX Ogden "Bo" Bass, AICP, (281) 554-1007 bo.bass@leaguecitytx.gov	\$493,774	116,461	■ ■ ■ ■ ■ ■ ■ ■
	Montgomery County, TX Darren Hess, (936) 523-3910 Darren.Hess@mcctx.org	\$902,000	119,572	■ ■ ■ ■ ■ ■ ■ ■
	Nassau Bay, City of, TX Jamie L. Galloway, (281) 336-6298 jamie.galloway@nassaubay.com	\$44,250	6,323	■ ■ ■ ■ ■ ■ ■ ■
	Pasadena, City of, TX Robin S. Green, Jr., P.E., (713) 475-7836 rgreen@pasadenatx.gov	\$162,944	30,164	■ ■ ■ ■ ■ ■ ■ ■
	Seabrook, City of, TX Kevin Padgett, (281) 291-5656 kpadgett@seabrooktx.gov	\$26,526	1,592	■ ■ ■ ■ ■ ■ ■ ■
	Albany County, GA Phil Roberson, (229) 357-0667 PRoberson@dougherty.ga.us	\$2,008,025	380,000	■ ■ ■ ■ ■ ■ ■ ■
	Dougherty County, GA Michael McCoy, (229) 431-2193 MMcCoy@dougherty.ga.us	\$2,008,025	540,000	■ ■ ■ ■ ■ ■ ■ ■

Broad Experience Maximizing Federal Grant Programs

Over the course of working with hundreds of local and state governments on disaster debris management projects, our team has developed a deep understanding of FEMA, FHWA, NRCS, and other reimbursement and regulatory agencies' policies and procedures. Our efforts allow clients to maintain their focus on continuing daily operations while relying on us to oversee the management of debris removal operations in compliance with programmatic guidelines and procedures. Our understanding of requirements for eligibility, documentation, and reimbursement has helped our clients obtain **over \$8 billion in reimbursed costs**. Our team has direct experience with federal grant programs, including:

- FEMA PA Program (including Section 406 mitigation and Section 428 alternative procedures program)

- FEMA Hazard Mitigation Grant Program (HMGP, Section 404 mitigation)
- FEMA Hazard Mitigation Assistance (HMA)
- FEMA Individual Assistance (IA) Program
- FHWA-Emergency Relief (FHWA-ER) Program
- FHWA Transportation Investment Generating Economic Recovery Grant
- Natural Resources Conservation Service (NRCS) Emergency Watershed Protection
- U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG)
- U.S. Treasury Coronavirus Aid, Relief, and Economic Security (CARES) Act and COVID-related funds

For this engagement, Tetra Tech anticipates that majority of reimbursement will be pursued through the FEMA PA Program. Our team holds comprehensive qualifications in working both for and with FEMA. Tetra Tech maintains six current contracts directly supporting FEMA, in addition to our routine work with FEMA as part of state and local projects seeking FEMA reimbursement. Tetra Tech is able to maximize FEMA PA disaster debris reimbursement funding for the City based on the following:

- **Procedures Tailored to FEMA:** Our data management and document storage procedures are tailored to facilitate FEMA review and the generation of PW versions throughout the entire project. We incorporate changes or updates to the FEMA PAPPG into our procedures for field documentation and data management as they occur.
- **Comprehensive Understanding of FEMA Regulations:** Our management team and field staff fully understand FEMA rules and regulations for hand-loaded vehicles; stump, limb, and tree removal at unit rates; volumetric load calls at temporary disposal site locations; and right-of-way (ROW) debris removal eligibility. This allows us to monitor contracts to the smallest detail while concurrently managing and documenting the operation using proven methodologies that maximize FEMA reimbursement.

Our team has worked closely with FEMA and FHWA staff in the determination of debris eligibility, data requirements, project worksheet/detailed damage inspection report development, auditing of documentation, and reimbursement requirements. This includes providing **step-by-step assistance to clients throughout the FEMA reimbursement process.**
- **Direct Relationships with FEMA Regional Representatives:** Our team maintains strong relationships with many of the lead federal coordinating officers, debris specialists, PA coordinators and officers, and other staff. Regular interface and communication with FEMA at the headquarters, regional, and local levels allow our team to obtain quick responses on disaster-specific guidance and issues.
- **Team of Grant Experts to Assist with Funding and Audits:** Our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars for communities.

Exhibit C-2: Overview of Federal Grant Funding Experience

Year	Client	Event	Program	Value (\$)	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program Projects	Project Cost Reconciliation	Interim Inspections	Funding Disbursement	Grant Closeout	Audit/Appeals Support
2021	Iowa, State of	CV19	CCS	227,500,000														
2021	Texas, State of	CV19	ERAP	1,308,000,000														
2021	Richland County SC	CV19	ERAP	12,500,000														
2021	Broward County	CV19	ERAP	58,965,000														
2021	Charleston County, SC	CV19	ERAP	22,200,000														
2021	Pinellas County, FL	CV19	ERAP	21,400,000														
2021	St. Petersburg, FL	CV19	ERAP	8,000,000														
2021	Leon County, FL	CV19	ERAP	19,600,000														
2021	Mobile County, AL	CV19	ERAP	12,300,000														
2021	Winston-Salem/Forsyth Cty., NC	CV19	ERAP	11,500,000														
2021	Greenville County, SC	CV19	ERAP	15,800,000														
2021	Orlando, FL	CV19	ERAP	8,600,000														
2021	Lexington County, SC	DR-4241	CDBG-MIT	15,000,000														
2021	Monroe County, FL	DR-4337	CDBG-DR	15,000,000														
2021	Walton County, FL	CV19	COVID PA	131,470														
2021	Frisco, TX	DR 4586	FEMA PA	700,000														
2021	Frisco, TX	CV19	FEMA PA	500,000														
2021	Frisco, TX	CV19	CRF	3,700,000														
2021	Harris County, TX	DR 4586	PA	12,300,000														
2021	City of Philadelphia, PA	DR 4618	PA	30,000,000														
2021	Ft. Myers, FL	DR 4486	PA, CRF	2,748,000														
2020	Hamilton County, TN	DR-4514 CV19	FEMA PA	1,000,000														
2020	Commonwealth of Massachusetts	DR 4496	FEMA PA	200,000,000														
2020	Harris County, TX	DR 4855	FEMA PA	200,000,000														
2020	Houston, TX	DR 4855	FEMA PA	10,000,000														
2020	Miami, FL	DR-4337	Appeals	17,000,000														
2020	Houston, TX	CV19	CRF	404,000,000														
2020	Philadelphia, PA	CV19	CRF	276,400,000														
2020	Palm Beach County, FL	CV19	CRF	261,000,000														
2020	Brevard County, FL	CV19	CRF	105,000,000														
2020	U.S. Virgin Islands Housing	DR 4335-VI	CDBG-MIT	2,000,000,000														
2020	LA GOHSEP Vernon-Parish	DR 4559	PA	13,000,000														
2020	LA GOHSEP Lafayette Delta	DR 4570	PA	14,488,000														
2020	LA GOHSEP Abbeville Laura	DR 4559	PA	376,000														
2020	LA GOHSEP Lafayette Laura	DR 4559	PA	3,757,000														
2020	LA GOHSEP Abbeville Delta	DR 4570	PA	222,000														
2020	City of Houston, TX	DR 4586	PA	10,000,000														
2020	City of Long Beach, CA	DR 4482	PA, CRF	150,753,000														
2020	Iowa Department of Human Services	DR 4482	CRF	7,800,000														
2020	LA GOHSEP SAL	DR 4570, DR 4559	PA	312,600,000														

Year	Client	Event	Program	Value (\$)	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program Projects	Project Cost Reconciliation	Interim Inspections	Funding Disbursement	Grant Closeout	Audit/Appeals Support
2020	LA GOHSEP COVID19 TO 8.2	DR 4484	PA	87,048,000														
2020	CR-Mass COVID-19 WO3/05	DR 4496	PA	75,000,000														
2020	State of Connecticut	DR 4500	PA	450,000,000														
2020	Philadelphia, PA	DR 4506	PA, CRF, HMGP	375,000,000														
2020	Dunedin, FL	DR 4486	PA	38,000														
2020	Harris County, TX	DR 4485	PA, CRF	200,000,000														
	Houston, TX		CRF	404,000,000														
2020	Harris County, TX	DR 4332	PA	575,000,000														
2019	Harris County, TX	DR 4332	CDBG	1,200,000,000														
2019	Missouri, State of	DR 4451	PA	2,947,200														
2019	Missouri, State of	DR 4435	PA	5,664,229														
2019	Commonwealth of Puerto Rico	DR 4339	PA, HMGP	60,000,000,000														
2019	Barnwell County, SC	DR 4479	HMGP	4,800,000														
2018	State of Florida DEO	DR 4337	CDBG-DR	616,000,000														
2018	City of Callaway, FL	DR 4399	PA	50,000,000														
2018	City of Lynn Haven, FL	DR 4399	PA	50,000,000														
2018	Dougherty County, GA	DR 4400	PA	10,000,000														
2018	City of Albany, GA	DR 4400	PA	10,000,000														
2018	Ventura County, CA	DR 4353	PA	100,000,000														
2018	City of Callaway, FL	DR 4399	PA	27,098,000														
2018	City of Lynn Haven, FL	DR 4399	PA	54,810,000														
2018	City of Albany, GA	DR 4400	PA	17,773,000														
2018	Anchorage, AK	DR 4413	PA	11,936,000														
2018	Lake County, CA	DR 5262	PA	21,531,000														
2018	Ventura County, CA	DR 4407	PA	76,755,681														
2018	Lake County, CA	DR 4399	PA	1,990,433,000														
2018	Walton County, TX		FMA	1,500,000														
2018	Houston, TX	DR 4485	PA	12,500,000														
2017	State of Louisiana OCD	DR 4277	CDBG-DR	1,600,000,000														
2017	City of Houston, TX	DR 4332	PA	2,400,000,000														
2017	City of South Daytona, FL	DR 4337	PA	6,000,000														
2017	Fort Bend County, TX	DR 4332	PA	50,000,000														
2017	City of Albany, GA	DR 4294	PA	14,000,000														
		DR 4297																
2017	Dougherty County, GA	DR 4297	PA	12,500,000														
2017	Port of Corpus Christi, TX	DR 4332	PA	10,000,000														
2017	Butte County, CA	DR 4407	PA	1,500,000,000														



Calcasieu Parish, Louisiana

Hurricane Laura

In September 2020, Hurricane Laura devastated Southeast Louisiana displacing thousands of residents across Calcasieu Parish. The storm caused extensive power outages and created a huge amount of storm debris and downed trees.

As the standby debris monitoring contractor for Calcasieu Parish, our team was in communication with Parish officials before, during, and immediately after the Hurricane's impact. Our project management team deployed to the Parish and swiftly began debris operations and conducted outreach to hire local debris monitors.

Having facilitated a planning meeting with Parish officials only three weeks prior to impact, along with our Senior Management Team's familiarity with the Parish, ensured seamless communication with stakeholders throughout the mobilization process. Our team was able to rapidly begin the debris removal management process, including identifying and permitting 15 debris management sites. Tetra Tech monitored the removal of an unprecedented **6.9 million cubic yards of debris, 32,745 hanging tree limbs, and 8,800 hazardous trees.**

Our team also assisted the Parish with one of the largest waterway and drainage lateral disaster debris removal programs ever performed. Our team will stand by the Parish through its long term recovery process.

CLIENT

Calcasieu Parish

LOCATION

Louisiana

DURATION

September 2020 – May 2021

SIZE

6,913,566 CY

COST

\$8,552,059

REFERENCE

Theresa T. Champeaux, Assistant
Director of Public Works
1114 Ryan Street. P.O. Box 3287,
Lake Charles, LA 70602
Phone: (337) 721-3700
tchampeaux@calcasieuparish.gov



St. Johns County, Florida

Hurricane Matthew & Hurricane Irma

Tetra Tech has been serving St. Johns County Public Works for nearly 15 years – including development of the County's disaster debris management plan and providing debris monitoring services for multiple disaster events.

Hurricane Matthew: Hurricane Matthew impacted St. Johns County on October 7, 2016 leaving a trail of wind and flooding destruction behind. Our team mobilized in the immediate aftermath of the storm's impact, hiring nearly 50 local monitors to manage and document the County's debris removal efforts. This included the staffing of 7 temporary debris management sites (DMS) throughout the County; 5 for vegetative debris and 2 that accepted construction and demolition (C&D) debris.

In addition to right-of-way (ROW) debris removal, our team assisted the County with private property debris removal (PPDR) and beach debris removal programs. The PPDR program was essential given that approximately 40% of the roadway lane miles in St. John's County are private roads. The beach debris removal program was equally as important since County-maintained beaches were littered with beach walk-over debris (treated lumber) and these beaches are a major tourism draw for the County. In total, the Tetra Tech team monitored the removal of **over 720,000 cubic yards of debris** and **over 800 hazardous hanging limbs and leaning trees**.

Hurricane Irma: In 2017, St. Johns County called on our team again when Hurricane Irma caused flooding, wind damage, and beach erosion. Our team mobilized to the County immediately following the storm and hired over 60 local monitors to conduct debris monitoring operations. Tetra Tech monitored the removal of **nearly 675,000 CYs** of disaster-generated debris from the public ROW. Additionally, we monitored and provided documentation for the removal of over 2,000 hazardous hanging limbs and leaning trees. In addition, Tetra Tech provided support to the County in preparing their packages for FEMA reimbursement.

CLIENT

St. Johns County

LOCATION

Florida

DURATION

October 2016 – May 2018

SIZE

Hurricane Matthew: 712,705

Hurricane Irma: 675,155

COST

Hurricane Matthew: \$2,436,633

Hurricane Irma: \$2,211,006

REFERENCE

Greg Caldwell, MPA
St. Johns County Public Works
Department
Public Works Director
2740 Industry Center Rd. St.
Augustine, FL 32084
Phone: (904) 209-0132
gcaldwell@sjcfl.us



City of Victoria, Texas

Hurricane Harvey

Located between Houston and Corpus Christi, Victoria is the largest city, and county seat in Victoria County, Texas. It is located roughly 30 miles inland from the Gulf of Mexico, and encompasses the Guadalupe River and Coletto Creek Park, a 3,100-acre reservoir.

In August 2017, Hurricane Harvey produced 15.6 inches of rainfall in the City of Victoria resulting in severe flooding primarily caused by the rising waters of the Guadalupe River.

Tetra Tech provided disaster debris monitoring services including debris from public rights-of-way, drainage areas/canals, waterways, and other public, eligible, or designated areas. Tetra Tech assisted with debris management site permitting and closeout. Two DMS sites were identified, but only one was utilized due to logistics and volume of debris.

Our team also provided debris monitoring and documentation services resulting in 9,249 truckloads and **over 399,000 cubic yards** of debris as well as **6,461 hazardous hangers and leaning trees** monitored. Tetra Tech also provided the City with support on implementation of FEMA directives on private property and commercial debris removal.

CLIENT
City of Victoria
LOCATION
Texas
DURATION
August 2017 – May 2018
SIZE
200,000 CY
COST
\$4,000,000
REFERENCE
Darryl Lesak Director of Environmental Services City of Victoria 700 Main Center, Suite 101 Victoria, Texas 77901 (361) 485-3230 dlesak@victoriatx.org

D. Project Methodology



1. Project Understanding

The City of Friendswood (City) is located near the Southeastern Coast of Texas and covers more than 20 square miles. The City's various parks and attractions host those of the community and visiting tourists throughout the year. Over the years, the City has seen severe damages and flooding caused by flooding, strong winds, tornadoes, and hurricanes, including Hurricanes Laura, Delta, and Harvey to name a few. Historical data shows that the City may be affected during the upcoming 2022 Atlantic hurricane season. As such, it is the City's intent to retain the services of an experienced contractor to conduct post-disaster debris monitoring services following a debris-generating event to **expediate recovery efforts and maximize available Federal Emergency Management Agency (FEMA) reimbursement funding**. Additionally, Tetra Tech recognizes and understands many of the unique and specific needs of the City. Having served the City on numerous activations following debris generating events such as winter storms, tornadoes, and even Hurricanes Ike and Harvey, Tetra Tech has a keen understanding of the City. Tetra Tech and its staff will utilize this in-depth knowledge of Friendswood to provide the best-possible to the City's staff and its communities. We look forward to continuing to foster and build the relationships that we've established with the City.

1.1 Our Understanding of the Services Required by City

Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the City that we have the experience, understanding, and knowledge to successfully perform all aspects of the scope of work. Our team has worked with numerous communities similar to the City, and offers broad experience performing

the above listed services and additional services that may be required by the City to recover from disaster events. **Tetra Tech's capabilities and methodology to drive a successful project for the City include:**

Continuous Coordination and Communication with City Officials and Stakeholders:

A dedicated project management team will be appointed to coordinate with City's throughout the year, not just during times of activation.



Immediate Response Capabilities:

Tetra Tech has disaster recovery personnel and seven offices throughout the state and utilizes an immediate response staffing and logistics plan that follows the Incident Command System (ICS) structure, allowing City to return to the business of running day-to-day operations.

Focus on Hiring Locally: Tetra Tech focuses on hiring and training local residents, benefiting the local economy, and reducing mobilization and transportation costs.

Project Transparency and Real-time Reporting: Our proprietary *RecoveryTrac™* automated debris management system (ADMS) technology, provides detailed reporting systems and mapping capabilities that are available in real-time to the City and tailored to the City's data needs.

Maximum Reimbursement for the City: Tetra Tech's stringent quality assurance program and adherence to reimbursement agency requirements for eligibility, documentation, and reimbursement that will help City receive and retain the maximum reimbursement allowed following a disaster

Well Versed Knowledge on FEMA: Our team's understanding of the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA) (including recent changes), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. ***Our team has obtained over \$8 billion in reimbursement funds for our clients from federal agencies such as FEMA, FHWA, and the Natural Resources Conservation Service (NRCS).*** In total, our team has successfully managed the removal of and reimbursement for over ***160 million cubic yards (CYs) of debris as well as the demolition of over 22,000 uninhabitable residential and commercial structures.***

In addition to disaster recovery, Tetra Tech offers a diverse suite of solutions to complex problems in water, environment, infrastructure, resource management, energy, advanced data analytics, and more. In all, Tetra Tech has dedicated problem solvers and innovators from 60 disciplines collaborating on innovative projects worldwide.

2. *RecoveryTrac*™ Automated Debris Management System

Our team has spent years on research and development to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. *RecoveryTrac*™ ADMS is the result of these efforts. *RecoveryTrac*™ ADMS is a scalable and fully featured disaster management application designed to address the operational challenges faced during a disaster recovery project.

Our proprietary *RecoveryTrac*™ ADMS technology is validated by the U.S. Army Corps of Engineers (USACE). The system provides real-time collection of data and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program.

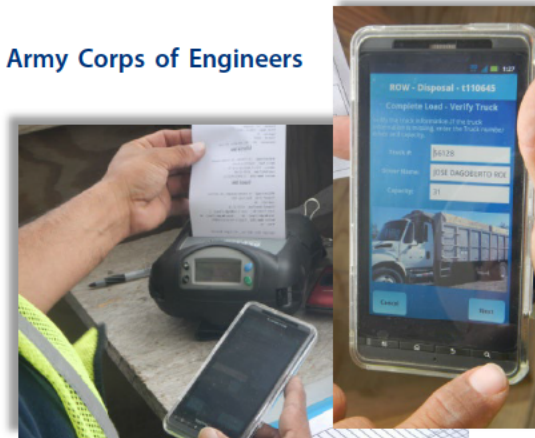
Tetra Tech has implemented *RecoveryTrac*™ ADMS technology on our last 200 FEMA PA-eligible projects. On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.

Tetra Tech's *RecoveryTrac*™ ADMS system is regarded as the #1 debris tracking system in the industry for the following reasons:

- **Most Broadly Tested ADMS in the Industry** – *RecoveryTrac*™ ADMS is a proven system that has been used to execute the largest USACE activations involving ADMS technology, including the State of California NORCAL Fire response and the State of Georgia Hurricane Michael statewide activations. During simultaneous response to Hurricanes Harvey and Irma in 2017, Tetra Tech deployed approximately 6,000 ADMS devices to collect and manage data for over 100 projects. **No other system has tracked and documented as much debris as *RecoveryTrac*™.**
- **Stable and Secure ADMS System** – *RecoveryTrac*™ ADMS is the industry leader in secure data systems. The *RecoveryTrac*™ system is securely hosted in the Microsoft Azure Government high-availability, cloud-based data center with restricted access and transaction-level auditing. The database is continually backed up and immediately replicated to an off-site location. The database is geospatially based and is maintained and synchronized with the reporting database in near real-time to maximize system performance, availability, and security.
- **Unmatched Flexibility to Meet the Needs of Any Client** – The system is designed to be fully customizable and allows for multiple data collection methods to streamline the debris collection documentation process with a focus on minimizing the cost to our clients and improving the visibility and transparency of debris project operations.
- **Unrestricted by Hardware** – Because *RecoveryTrac*™ ADMS utilizes readily available hardware, there are no restrictions to the amount of ADMS units our team can provide. Our team stocks thousands of units and can expand to fit any client's needs, including multiple simultaneous activations.

2.1 Benefits of *RecoveryTrac*™ ADMS

Ability to Respond. Combined with the on-hand inventory of thousands of handheld devices and the ability to rapidly procure additional equipment through preferred vendor relationships, the City can rely on



RecoveryTrac™ ADMS Key Facts

- Owned and operated by Tetra Tech
- Thousands of mobile units on-hand and ready for state-wide multi-district mobilizations
- Meets USACE specifications for electronic debris monitoring handhelds
- Real-time situation awareness of field resources and efficient direction to support City priorities
- Real-time GIS web services for EOC information and visualization systems
- Capable of collecting data regardless of cellular service
- Automated photograph and GPS capture
- Provides reports and pass map tracking in real-time
- Minimizes chance of fraud through real-time monitoring
- Minimizes data entry and human error
- Expedites invoice reconciliation

our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. **The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed**, and additional needs can be met quickly (in most cases, 72 hours or less).

Cost Effective. *RecoveryTrac™* ADMS combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

Reliable and Stable. Based on the Android operating system, *RecoveryTrac™* ADMS is secure and reliable. This minimizes the interruptions in field operations due to technical difficulties and reduces the number of support personnel required to maintain the system.

Technical Support. *RecoveryTrac™* ADMS is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition, we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

Truck Tracking. Our system is capable of providing with real-time location data for debris hauler assets. This translates into the ability to manage assets to those hardest hit locations or distribute assets more evenly based on issues such as first-pass completion, traffic patterns, and hot spots.

Real-Time, Customized Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within *RecoveryTrac™* provide real-time information that raises the bar for post-disaster project management.

2.1.1 The *RecoveryTrac™* Process

The steps of the *RecoveryTrac™* ADMS process are as follows:

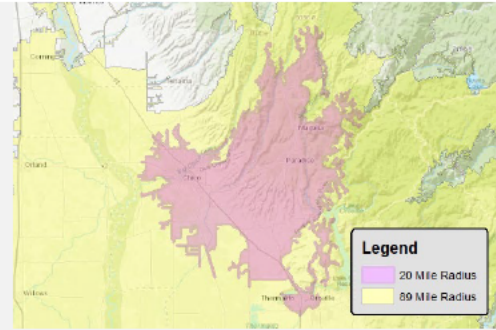
Even when there is no cellular connection, the handheld devices continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are device automatically uploads the stored ticket data.

STEP 01	The process begins with debris hauler truck certification using the handheld devices. Handheld devices are provisioned and assigned to both field and debris site/tower monitors.
STEP 02	A truck certification form is printed with a unique electronic bar code and provided to the driver as well as our debris site/tower monitor(s).
STEP 03	Field monitors begin a ticket by scanning the truck certification bar code to open a control ticket and then begin to record waypoints (debris pile pick-up locations) on the handheld device as the truck is loaded.
STEP 04	When the truck is full, the field monitor selects the debris type and scans the control ticket to assign the load a unique number.
STEP 05	The truck then proceeds to the disposal site. The collection data is uploaded to a server via cellular connection, and using a process called Look Ahead, the collection ticket information is made available to the disposal monitor's handheld device before the truck arrives.
STEP 06	The control ticket is provided to the driver and taken to the DMS, where it is scanned by a debris site/tower monitor.
STEP 07	The debris site/tower monitor confirms the truck and debris type and enters the load call.
STEP 08	Finally, the disposal load ticket is printed, and data is uploaded to the system, where it can be utilized in real-time reporting systems.

Our operational and data experience with disaster debris monitoring, combined with the best GIS and data professionals in the industry, results in **top-shelf solutions to the most complicated data and tracking needs.**

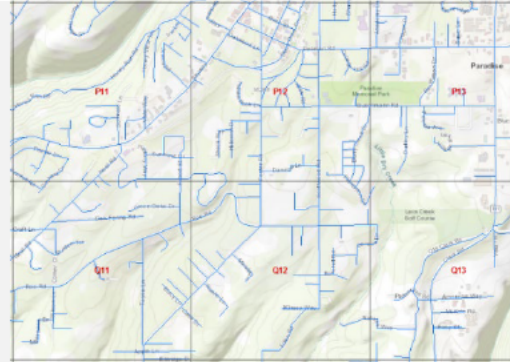
- [RT/RecoveryTrac_DebbrisAuditData_RT2020](#) (FeatureServer)
- [RT/RecoveryTrac_DebbrisAuditData_RT2020](#) (MapServer)
- [RT/RecoveryTrac_DebbrisRemovalData_RT2020](#) (FeatureServer)
- [RT/RecoveryTrac_DebbrisRemovalData_RT2020](#) (MapServer)
- [RT/RecoveryTrac_MonitorLocations_v1](#) (MapServer)
- [RT/RT2018_ProjectBoundaryData_v1](#) (FeatureServer)
- [RT/RT2018_ProjectBoundaryData_v1](#) (MapServer)
- [RT/RT2018_ProjectZoneData_v1](#) (FeatureServer)
- [RT/RT2018_ProjectZoneData_v1](#) (MapServer)
- [RT/RT2018_SiteObservationsIncidentData_v1](#) (FeatureServer)
- [RT/RT2018_SiteObservationsIncidentData_v1](#) (MapServer)
- [RT/RT2020_ProjectZoneData_v1](#) (FeatureServer)
- [RT/RT2020_ProjectZoneData_v1](#) (MapServer)

The **Driving Distance Analysis** tool is used to calculate estimated distance and drive time based on the existing road network. This planning tool is used as a parameter to design the shortest route, work list planning, and other operational factors.

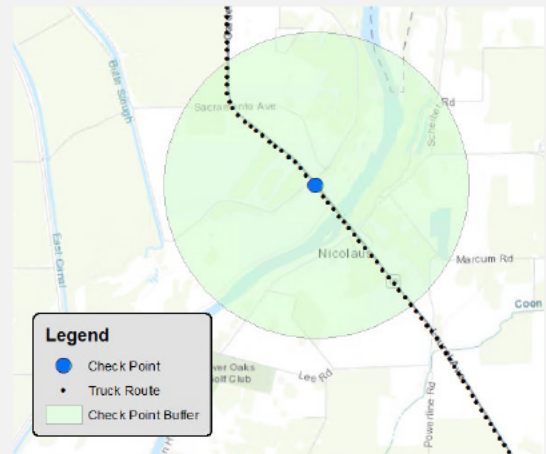


The **Standardized ROW Grid Index** layout is available in several formats, including GIS Mapping applications, mobile data collection apps, and hard copy maps.

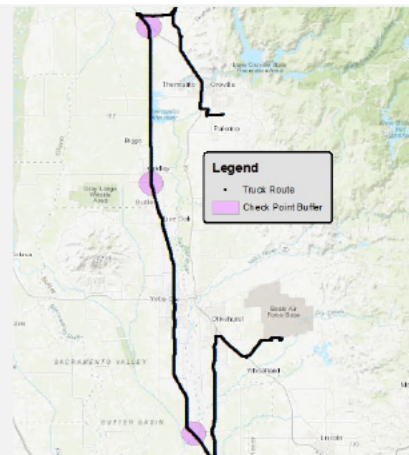
Map segment areas are configurable for size and allow attribute modification for tasks, including contractor, quality, and safety review tasks.



An **automation tool** built to validate routes taken to TDSRS/DMS. When a vehicle enters a checkpoint buffer area, the position record is annotated as passing the checkpoint. Route maps can be created, along with custom reporting as specified by operational requirements.



Fleet tracking data provides complete route information. The data can be made available to show live tracking or view route history. Transportation analysis services are available, or data exports can be provided for City requests.



3. Operational Schedule

Based on Tetra Tech's understanding of the City and their needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the City to adjust the timing of the specific elements below to meet the City's needs.

Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at H-96 and will coordinate via conference call with the City. Following an event without warning (such as tornadoes or flooding), Tetra Tech will begin response at H-0.



Operational Response Timeline for Debris-Generating Events

Time	Task	Deliverables/Milestones
Pre-Event Planning		
Pre-event (normal conditions)	Meet with the City to review plans and documents	- Conduct annual pre-event meeting with the City and debris contractor - Review the City's disaster recovery contracts for FEMA compliance - Update critical documents and files, including any GIS files - Contact the City and initiate daily conference call
H-96	Review capabilities and resources	- Determine resource requirements from debris model - Review the City's emergency policies and contracts - Establish contact with the City's debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract
Incident Planning		
H-72	Execute responsibilities and activate contracts	- Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure - Review protocols for private property, gated communities, and public drop-off sites - Review temporary debris storage and reduction site (TDSRS) locations and follow up with the State on permitting procedures - Estimate equipment requirements and TDSRS capacity to haul and stage debris - Prepare ADMS technology for mobilization - Conduct regular meetings with City staff as requested - Confirm staging location and begin mobilization of resources
H-48	Monitor storm track and continue preparations	- Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the City and Tetra Tech headquarters (if necessary) - Review list of priority roads and the operational plan - Obtain GIS files for municipalities that the City will assist with debris removal - Continue to update and gather updates from the City's debris hauler - Save all critical documents and files to the network drive, USB drive, and laptop hard drive
H-24	Prepare final reports	- Certify emergency road clearance equipment (in coordination with the City's debris hauler) - Determine emergency road clearance priorities
H-0	ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT	
Execution		
H +24	Emergency push	- Receive notice to proceed with not to exceed - Begin emergency push - Maintain time and materials (T&M) logs for push equipment - Coordinate with the City to conduct preliminary damage assessments and road closures (if requested) - Supervisors report to pre-designated locations and prep staff on project

Time	Task	Deliverables/Milestones
H +48	Emergency push/ damage assessment	• Begin establishing ADMS infrastructure • Begin recruiting and training monitors, project coordinators, and data staff • Initiate opening of TDSRS locations • Follow up with State-level environmental regulations on debris permits (if required) • Work with the City to establish public information protocols to respond to concerns and comments • Continue emergency push • Continue preliminary damage assessment • Develop debris cost estimate required for presidential disaster declaration • Develop operational plan for disaster-specific issues • Refine health and safety plan for disaster-specific issues
H +72	Disaster debris vehicle certification/ site preparation	• Begin hauling truck certification • Install ADMS tower monitor infrastructure • Train monitors on policies, ADMS, and safety • Open public drop-off sites as requested • Assign monitors to trucks
H +96	Begin debris collection monitoring	• Assign supervisors to monitors • Hold morning and afternoon meeting with City staff and debris hauler • Implement QA/QC procedures • Continue ROW collection • Address household hazardous waste (HHW) issues (if critical)
Week 1+	Right-of-way (ROW) debris collection monitoring	• Issue daily reports/GIS maps • Hold daily meetings with the City, hauler, and/or State/FEMA as required • Staff citizens debris management hotline (if requested) • Define supplemental programs required (private roads, HHW) and prepare eligibility request
Week 1+	Data management and invoice reconciliation	• Provide ADMS reports and real-time monitoring access • Establish client GeoPortal to provide insight into project progress • Review truck metrics provided by <i>RecoveryTrac™</i> ADMS • Initiate weekly reconciliation • Initial payment recommendations with retainage
Week 1+	Reimbursement support/grant administration (FEMA, NRCS)	• Prepare damage/cost estimates • Compile supporting documentation (debris permits, debris contracts, etc.) • Liaise with local FEMA region officers, state-level emergency management representatives, U.S. Army Corps of Engineers (USACE), etc.
Week 2+	Special projects (if required)	• Waterway debris removal • Private property debris removal (PPDR) • Public drop-off sites • HHW • Mud/silt/sand removal (from storm drains, ditches, etc.) • Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency
Week 3+	Financial recovery assistance staff engaged (if requested)	• Facilitate kickoff meetings with primary stakeholders • Draft a PA work plan • Conclude/review preliminary damage assessments • Gather documentation for project worksheet (PW) development • Identify opportunities for mitigation • Conduct site visits
Project Closeout		
Project completion	Document turnover/closeout	• Final reconciliation • Retainage release • Release hard copy files • Provide electronic database • Assist with PW development • Assist the City with long-term reimbursement

Time	Task	Deliverables/Milestones
		- Audit assistance - Appeal support if necessary

4. Emergency Push

During the emergency push period, debris removal contractors coordinate with City crews to clear blocked roadways for emergency vehicle passage. Tetra Tech can support the City with emergency push efforts. Tetra Tech services may include the following:

- Coordination with the City to conduct preliminary damage assessments and road closures
- Document blocked roads that require immediate clearance
- Help staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Administer the sign-in and sign-out of labor and equipment to track time and materials (T&M) charges
- Maintain reimbursement documentation of emergency push work
- Establish public information protocols to respond to concerns and comments

5. Debris Estimate Methodology

It is critical to understand estimated quantities of debris to adequately plan for project operations and mobilization. Tetra Tech has found that rather than relying on a single approach, a combination of debris-estimating methodologies generally produces a more accurate estimate. Tetra Tech uses the following debris-estimating methodologies:

- **Data-driven debris-estimating model.** Tetra Tech has developed a data-driven debris-estimating model that takes into consideration factors such as hurricane strength category, estimated storm surge, coastal households, amount of vegetative cover, dockage, and other unique factors to develop debris estimates for a community.
- **Field survey.** "Boots on the ground" Tetra Tech staff will also work to estimate the expected volume of debris. Tetra Tech's experienced field staff complete windshield surveys, and the information collected is aggregated by an experienced project manager to generate field survey-based debris estimates.
- **Aerial surveys.** Finally, Tetra Tech can develop debris estimates using Unmanned Aircraft Systems (UAS, or more commonly drones) to estimate debris quantities from inaccessible areas. Tetra Tech drones can capture topographic survey data, including orthophoto, contour, digital terrain, and dense point cloud data to develop estimated volumes of debris within an impacted community.

5.1 Surveying Affected Areas for Special Situations or Emergencies

Tetra Tech will customize the *RecoveryTrac*™ ADMS system to meet the data capture needs of the special situation or emergency surveys outlined in the RFP (including identifying tree stumps, root balls and associated cavities, hazardous trees, construction and demolition debris, or other potentially hazardous situations). Benefits of using digital data capture and custom electronic forms include:

- **Integration with applications:** The *RecoveryTrac*™ survey tool can be integrated into Survey123, iForms, Collector, and other standard geospatial survey tools typically used for surveying affected areas.
- **Implementation of required fields:** Tetra Tech will designate required fields that must be completed on forms before the user can move on to the next data capture event. This avoids incidents of failure to capture key information in the field due to user error.
- **Standardized data entry:** Tetra Tech will use drop-down menus and pick lists whenever practical to standardize data capture. This approach avoids use of synonyms and personalized nomenclature that can hinder data analysis and cause confusion during data interpretation.
- **Direct correlation with project-specific database:** Tetra Tech's electronic forms and custom database are developed in concert, allowing for direct mapping between data fields captured in electronic forms and those

used within the database. These tools facilitate rapid and accurate upload and storage of data, without requiring manipulation of data.

After surveying and logging findings of special situation or emergency surveys, Tetra Tech maintains a list of potentially hazardous locations and situations. The *RecoveryTrac™* database is used to coordinate and track the appropriate dispatch of staff and equipment to remediate the hazard, as well as reporting to the City on the status of the hazard, actions taken, and post-event status.

6. Damage Reporting

Following a disaster, the City will need to evaluate citywide damages and identify priorities. Preliminary damage assessments are a critical component to the City receiving a disaster declaration following a major debris-generating event. If tasked, Tetra Tech is prepared to supplement City staff and assist in conducting electronic damage assessments. Tetra Tech's *RecoveryTrac™* ADMS technology would be used to conduct damage assessments and collect supporting data, including photo documentation of damages.

The collected information would be reported real-time through web-based maps that depict damage assessment progress. Tetra Tech has recently supported damage assessment efforts for local governments following Hurricane Harvey in Texas and Hurricane Maria in Puerto Rico. A sample image of Tetra Tech's web-based damage assessment report is provided below.

Damage Assessment Report

The screenshot displays a web-based map application for damage assessment. The interface includes a top navigation bar with options like 'HOME', 'PA Site Visit', 'NEW MAP', and 'PA'. Below the navigation bar is a search bar and a toolbar with icons for 'Details', 'Add', 'Edit', 'Basemap', 'Save', 'Share', 'Print', 'Directions', 'Measure', and 'Bookmarks'. On the left side, there is a 'Add Features' panel with a grid of icons representing different types of damage or site visits. The main area is a map showing a city street grid. A 'Public Assistance Site Visits' form is overlaid on the map, displaying the following fields and values:

Field	Value
FEMA Category	Category E: Public Buildings and Content
FEMA Sub-Category	Building
PDA Site	2
Site Name	Historic Courthouse
FEMA Designation Number	4193-DR-CA
Cause of Damage	Earthquake
Damage Description	Structural damage and water damage
Temp Work Complete	Emergency work
Temp Work To Be Completed	Ongoing

7. Vehicle Certification

Tetra Tech uses the *RecoveryTrac™* system to electronically certify all trucks used in an activation. Our team follows a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement. Our certification includes:

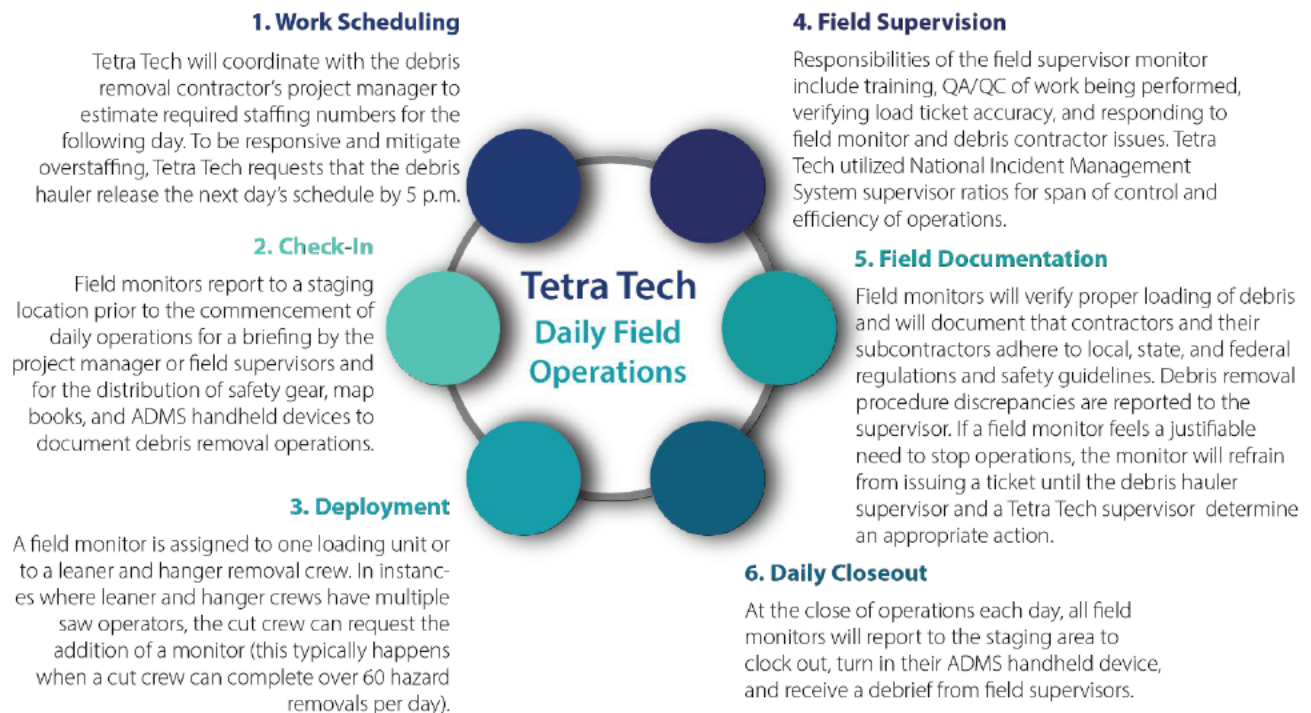
- Unique truck numbers for contractor crews and equipment
- Automated truck certification form, including:
 - FEMA guidelines on truck certification documentation and volume calculations
 - Barcode for automated ticket scanning

- Vehicle notations on the truck certification form and vehicle placard, informing tower monitors of sideboards, tailgates, or other modifications
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

Benefits of using Tetra Tech's mobile truck certification application include:

- Electronic volume calculations
- Instantaneous upload to the *RecoveryTrac™* database
- Immediate QA/QC checks to verify the truck certification calculations
- Automated photo-matching of truck and driver photographs

The truck certification application allows us to complete truck certifications in **30% less time than with a paper-based system.**



8. Field Operations

The Tetra Tech debris monitoring program includes the following:

Potential Delay	Tetra Tech Strategy
Inability of a debris contractor to respond with sufficient equipment	Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available.
Leapfrogging by the contractor (cherry picking work being performed)	Leapfrogging can be detrimental to the efficiency of operations and will be reported by Tetra Tech.
Delayed invoices by the contractor	Tetra Tech will work to make the contractors aware of an appropriate timeframe for invoicing and will communicate with the City if deadlines are not being met.
Not adjusting deadlines for collecting debris and work schedule that is based on an update-to-date estimated work to be completed	As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with City officials to adjust the timeline to appropriately reflect the changing estimates.

In addition, there are events out of the control of all parties that could negatively impact a debris removal operation (for example, inclement weather). In the event any of these circumstances occur, Tetra Tech will work closely with the City to refine timelines and support an expeditious recovery for the City.

9. Debris Management Site Monitoring

Tetra Tech has industry-leading experience assisting local and state governments with locating and permitting Temporary Debris Storage and Reduction Sites (TDSRS) before a disaster event as well as post-disaster. Based on State environmental agency guidelines, TDSRS typically require baseline soil testing before use. Following the completion of work at the TDSRS, the baseline soil testing is used to verify site remediation is complete.

As TDSRS are activated, Tetra Tech will provide a minimum of two disposal monitors per site, which may scale depending on site layout and operational needs. The disposal monitors will verify that the debris contractor passes through the TDSRS and will verify accurate and complete documentation. Several daily audits will be performed by project managers and supervisors to verify that load call data is consistent and accurate. Documentation kept by Tetra Tech TDSRS disposal monitors includes:



- **Load Ticket.** Documents that debris removal complies with all FEMA requirements.
- **Disposal Monitor Log.** Used as backup documentation as required by FEMA.
- **Scale Manifest Tickets.** For weight-based debris hauling contracts, Tetra Tech will digitize and catalog scale tickets.
- **Incident Report.** Tetra Tech will document property damage, arguments, unsafe practices, and injuries.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a TDSRS frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.

9.1 Residential Drop-Off Sites

Residential drop-off sites can be beneficial by allowing residents to address disaster debris on their property. However, to be eligible by FEMA, the City must verify that only their residents are using the drop-off site and prevent commercial debris contractors from disposing of debris at the residential drop-off site. Tetra Tech can assist the City in monitoring residential drop-off sites and verifying City residence before a resident unloads debris at the site.

9.2 Right-of-Way Collection Reporting

Our *RecoveryTrac™* ADMS technology allows the City to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring.

At each debris collection point, the field collection monitor marks the waypoint or location of the debris pile to collect GPS coordinates. The map on the following page displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date.

An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time.

10. Stumps and Leaners/Hangers

Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech utilizes ADMS technology to

automatically associate photographs for all hazardous tree and hanger removal operations, which eliminates the potentially extensive labor associated with this task. Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all measurements meet the City's contractual agreement with the contractor.

10.1 Unit Rate Ticket Geoportal Report

As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

11. Public Information

Tetra Tech is prepared to assist with developing a means for the City to manage inquiries from residents regarding the debris removal process. Tetra Tech has staffed debris hotlines for some of the largest disasters that have impacted the United States and can help the City establish and staff a debris hotline (including supplying equipment, phone lines, etc.) to respond to public inquiries and concerns.

Public information for debris operations should focus on two components: safety for handling debris and proper set-out procedures. Many hurricane-related injuries and deaths occur after the incident because citizens

do not safely address disaster damage and debris. Some of these deaths and injuries could be avoided if residents were provided timely information on how to safely address disaster-related damage to their homes. Public information for residents should include safety precautions for assessing their damaged homes and operating dangerous equipment to remove debris. In addition to safety instructions, proper set-out procedures are critical to ensure that the City can maximize recycling opportunities, reduce impacts to landfill capacity, and maintain efficient debris removal operations.

Public information should include instructions for residents to properly separate their debris streams such as HHW, electric waste, construction and demolition debris, vegetative debris, and white goods. Public information should provide residents with specific instructions for separating and bundling their debris and include any information for citizen drop-off locations.

Public messages must meet the needs of the community to ensure all populations receive and understand critical information in a culturally appropriate and effective manner. Tetra Tech will coordinate with the City public



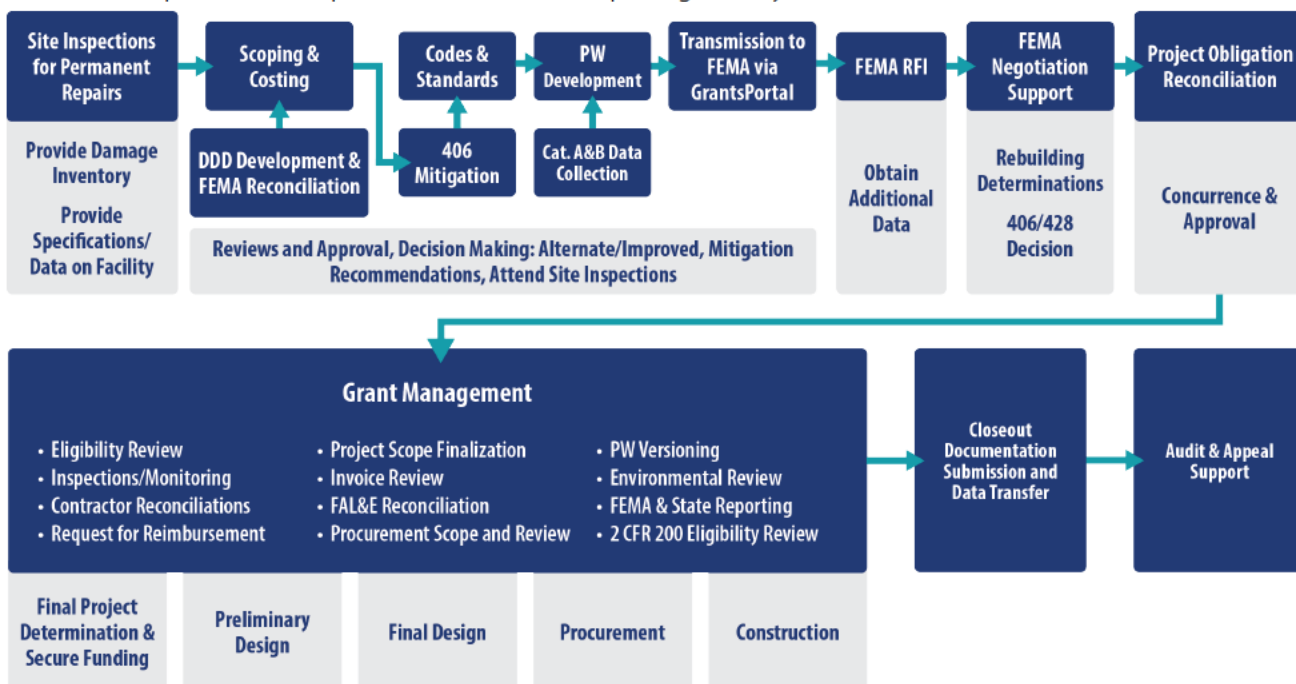
Flyer detailing debris separation and placement guidance

Public-facing website detailing collection information, debris

information officer to ensure the correct information regarding debris operations is provided to the public in a format that is accessible to the City diverse population, in a language all can understand.

12. Dedicated Team and Process for FEMA Reimbursement

The flowchart below illustrates Tetra Tech's approach to the FEMA PA Program lifecycle. Our team has developed documentation processes to capture the data at each step along the way.



12.1 Initial Damage Estimates

Through our experience working with clients in response to the 2020 hurricane season, FEMA is requiring greater documentation of disaster-generated damages than ever before in order to receive a disaster declaration. The proper reporting of damage by the public and inspection of the damage by the City and governmental officials is becoming increasingly important.

Tetra Tech will assist the City in a systematic approach of cataloging, reporting, and documenting disaster-generated debris. We will develop a work plan with the City, ahead of storm season to maximize the efficient use of City and Tetra Tech resources to quickly and accurately find and report debris. As detailed in earlier in this section, the use of our proprietary *RecoveryTrac™* ADMS technology can assist the City in not only documenting this debris but also targeting resources to remove, haul, and monitor those operations.

The City is supported by senior advisor Chuck McLendon, who has served as principal in charge for 30+ major disaster activations, managing more than 100 million CYs of debris removed and **upwards of \$2.5 billion in FEMA PA reimbursement**. Mr. McLendon maintains in-depth knowledge of the FEMA PA program, including an expert understanding of Federal Register 2 CFR Part 200 ("the Super Circular").

A critical part of painting the picture of the disaster event for FEMA is documentation regarding damage location using mapping and the nature of the damage using photo and descriptive evidence. The visualization of the event provides critical insight into the disaster itself and the required resulting response and recovery. To support the City in conducting initial damage estimates, Tetra Tech maintains a critical focus on compliance from the outset. Tetra Tech will coordinate with the City and its departments to integrate into the incident response framework by

mobilizing staff to designated locations, leveraging local partners in specific jurisdictions, and working with citizen response teams.

12.2 Immediate Needs Funding (INF)

Immediate Needs Funding (INF), also referred to as Expedited Funding, is intended to meet an applicant's urgent needs in the initial aftermath of a disaster and is often a critical part of the initial disaster response and short-term recovery. In utilizing Expedited Projects for Emergency Work, FEMA provides expedited funding for Emergency Work Projects. Eligible activities typically include debris removal and emergency protective measures; as such, the funding may be used to cover such costs as overtime payroll, equipment costs, materials purchases, and debris removal and monitoring contracts when these costs are incurred for emergency work.

FEMA is required to disallow all ineligible or unsupported costs. To avoid de-obligation of PA funding, it is critical that applicants sufficiently document costs by type. Knowing which information to capture during emergency work implementation is key and **Tetra Tech has decades of experience in assessing eligibility of and documenting compliance for costs.**

FEMA and the State normally require PA applicants to provide all supporting documentation for reimbursement for completed work, but they can relax this document requirement and provide initial funding to applicants for emergency work required in response to a declared event. Throughout the Expedited Project development process, Tetra Tech will assist the City in gathering and documenting work undertaken as well as providing a summary of the costs for emergency work not yet completed. Tetra Tech will assist the City with gathering the necessary inputs for completed work and developing and applying a sound methodology to present any projections of costs that are to be used to develop Expedited Projects. After the receipt of the initial funding, Tetra Tech will assist the City in documenting the use of the expediting funding for eligible activities and work to develop the next version/amendment of the project, accounting for those funds and presenting any others that may have been incurred.

12.3 Project Worksheet Completion and Application Process

Tetra Tech's experienced grant managers are poised to help the City submit its initial Request for Public Assistance and attend or provide support for State-led applicant briefings, FEMA recovery scoping meetings (formerly known as kickoff meetings), or any other meetings with FEMA or the State in the development of projects. With the changes FEMA has made to their PA Delivery Model, eligibility determinations are no longer made "in the field" and the projects are written at the Consolidated Resource Centers. Close and consistent interaction with FEMA staff is still crucial, so the City needs an experienced team to augment efforts in presenting any and all eligible costs and activities to FEMA for inclusion in projects.

Submitting a complete damage inventory is key to presenting disaster-caused damage and costs to FEMA. Experienced Tetra Tech project support staff will help gather all necessary inputs for the best possible outcomes. By timely addressing requests for information and uploading related information and documentation, Tetra Tech facilitates timely obligation of project funding and access to federal dollars for recovery.

Tetra Tech is a nationwide leader in the administration of federal funding for disaster response and recovery. Our dedicated staff includes former federal and state level executives with decades of **experience working with FEMA Region 6.**

One of the most often experienced barriers to timely obligation of projects and reimbursement of funds is lack of proper documentation. We work hand in hand with our clients to identify, gather, organize, and submit records reflecting any and all eligible activities undertaken. These

records are audit-ready for our clients and paint the picture of well documented eligible work and costs to FEMA, the Department of Homeland Security's Office of Inspector General, City Inspector General, State Legislative Auditor, or others. We serve as a force multiplier for your staff and recognize the importance of timely responding to any Requests for Information (RFIs) received from federal or state officials. We coordinate with all involved to minimize any "back and forth" on such requests that often result in the loss of precious time. Our team of experts can also be onsite with FEMA's site inspectors to adequately capture, measure, and quantify damages. Time equals money, and our goal is to minimize the length of time the City spends waiting for return of eligible program dollars.

12.4 Audit Support

Our team has a proven track record of success in helping our clients resolve disputes with funding agencies such as FEMA or the Grantee (State). This includes support post-obligation audit and the appeal process. Throughout our FEMA-funded disaster response operations, we have only been involved with a handful of disputed projects over documentation.

We believe in remaining proactive in preventing further appeals requires frequent meetings with state partners and FEMA regions to avoid situations whenever possible.

Furthermore, due to our staff's in-depth knowledge of FEMA reimbursement policies, we are often hired by applicants to assist them after FEMA determination memos and Office of Inspector General (OIG) audits even when we were not involved with the applicant during the recovery period. Recently, there has been a shift in the direct of FEMA to perform audits earlier in the disaster so that corrective actions can be made for the subrecipient or recipient.

Tetra Tech **uploads documentation and project support with consistent file naming conventions.** This organized, systematic approach enables timely and thorough review of documentation presented to FEMA and Texas.

Tetra Tech has supported clients across disasters from 2016 through today on these up-front audits by:

1. Conducting pre-meeting with stakeholders
2. Preparing compliance checklists
3. Developing documentation notebooks
4. Attending meetings and providing subject matter expertise support
5. Responding to for Requests for Information

13. Reporting

Tetra Tech has extensive experience in collecting, managing, and tracking financial and project data. Our firm has a full suite of existing reports to allow for custom reporting on all metrics requested from our clients. Tetra Tech has years of experience tracking invoice amounts and payments, budget forecasting, change order and work order attributable costs, etc. We understand the importance of accurate data and cost tracking and have developed several reports over the years to enhance visibility into essential project aspects. A sample of the variety of reports we are able to issue are summarized on the following pages.

13.1.1 Daily Report

Tetra Tech has a suite of reports that are automated from *RecoveryTrac*™ ADMS and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the City, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below are samples of these reports created for recent projects. Additionally, Tetra Tech takes pride in the customization of reports to meet our client's specific needs and provided reports tailored to any metrics not captured in the generic reports.

13.1.1.1 Daily Budget Status Reports

Tetra Tech provides a variety of daily reports that capture costs incurred, invoicing statuses, projections of work, debris totals, task force productivity, evaluation of integrity controls, recommendations, budget forecasting, and other metrics, as requested. Some specific examples of daily reports issued for prior projects include:

- **Finance Daily Budget Status Report:** This report's focus is on invoice reconciliation statuses, budget forecasting, and daily burn rates, contract service expenditure, work order and change order not-to-exceed tracking, and client recommendations based on analyses.
- **Contractor Daily Production:** This report graphs debris type tonnages on a per debris removal team basis by day. This graph also utilizes a slicer to restrict data displayed in the graph to a particular task force and also a timeline to allow for a specific day or range of dates to be shown.
- **Debris Removal Team Daily Production:** This report displays the ticket data summarizing the CYs or tonnage associated with tickets from properties assigned to the contractor. This graph also utilizes a slicer to restrict data displayed in the graph to a particular task force and also a timeline to allow for a specific day or range of dates.
- **Daily Report Contractor Expenditure:** Displays the services included in the project for the contractor. Also shows the quantity and cost amount of each service per day as well as the project to date total of all services. This report also calculates the average daily cost estimate based on the average daily cost for the previous five days.

13.1.2 Monthly Budget Completion Status

Tetra Tech's monthly budget completion status report summarizes financial data collected during the month for all contractors. Additionally, a robust forecast is incorporated along with a summary of recommendations based on the project's operations during the previous month.

13.1.3 On-Demand Budget Reports

Tetra Tech is able to provide budget reports on demand facilitated by superior cost and quantity tracking in the *RecoveryTrac™* database. Previous custom on-demand budget reports include a combination summary of debris quantity data combined with financial metrics.

13.1.4 Incident Reporting

Another key feature of our ADMS technology is that it allows field monitors to report incidents and provide supporting photographs in real time to the City, Tetra Tech, and the debris contractor. Examples of incidents include reporting pre-existing damage, damage caused by the contractor, debris piles skipped by the contractor, safety hazards, and other incidents critical to a debris removal program. As monitors complete incident reports in the field, the information and supporting photographs are uploaded to the Tetra Tech reporting server. Depending on the type of incident, priority e-mails may be sent out by the reporting server to City representatives, Tetra Tech's project team, and debris contractor representatives. Our firsthand experience assisting local governments with recovering from disasters has shown that accurately capturing and photographing pre-existing damage can alleviate residential damage claims that may be submitted to the City. Additionally, the incident map developed from the collection information is essential to quickly identify unresolved contractor damages before the completion of the program.

13.1.5 Final Report

Tetra Tech has extensive experience completing final reports for disaster debris removal projects. The Final Report will summarize the pre-debris removal, pre-tree removal, and post-debris and post-tree removal conditions. The Final Report typically includes the initial and final assessments, ROE, summary of quantities of materials removed, environmental sampling information, pre and post-work photographs, and final sign off.

In addition, data can be downloaded directly from the *RecoveryTrac™* system using ESRI's ArcGIS feature services. These feature services allow location base selection and download of the data contained within the selected area. *RecoveryTrac™* Fleet history, including individual route history can be downloaded and is available over the life of the project. Upon project closeout, geospatial data will be provided in an ESRI File Geodatabase (FGDB). Non-

geospatial data would be provided in Microsoft Excel format, as directed by the City. The data formats provided do not require a *RecoveryTrac*™ license.

14. Contractor Reconciliation

The *RecoveryTrac*™ system significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech. To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the *RecoveryTrac*™ database to generate transactions applicable to contract terms for tickets issued to each debris contractor. Prior to the start of debris removal operations, Tetra Tech will meet with the debris contractor(s) to review:

- The invoicing processes
- Contract services established in our database
- Tetra Tech data tools available for their use
- Any other accounting needs as tasked by the City

During this meeting, the typical components of the Tetra Tech payment recommendation will be reviewed, the process for adjustment reconciliation will be explained, and the debris contractor(s) will be trained on how to access Tetra Tech's suite of debris hauler reconciliation data reports (including reconciled transactional and live ticket data).

If *RecoveryTrac*™ ADMS will be used to document the debris contractor's work, Tetra Tech will review the automated reports generated by the system to verify that the dataset is sufficient to reconcile with that contractor's subcontractors, and to generate invoices for payment by the City. If another cost tracking system will be used to document the debris contractor's work, Tetra Tech will review the work that has to be documented to verify that our staff will be able to capture the information needed for accounting and invoice review.

Whether using *RecoveryTrac*™ ADMS or paper logs, Tetra Tech will use our *RecoveryTrac*™ database to store and review data generated in the field documenting debris contractor work. Several QA and QC checks of data will occur before the dataset is ready for reconciliation with the contractor. Services related to debris contractor work order or change order charges are also tracked within the system. Tetra Tech will submit invoices within the timeframes determined by the City. The process for contractor invoice reconciliation is as follows.

Our invoicing process includes several real-time QA/QC checks throughout the day, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor sends the invoice dataset to Tetra Tech for reconciliation. Incongruencies in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.

15. Project Controls

Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations. For example, monitors no longer must carry a GPS device and manually write in GPS coordinates because this is logged automatically.

Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process and correct issues as they appear. For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles to the City.

Our ADMS technology expedites the QA/QC process and **drastically reduces ticket errors** that can result from traditional manual (paper and pen) debris monitoring operations.



Missed Piles Tracking

15.1 Fraud Prevention

Several practices are used to prevent debris haulers from committing fraud both in the field and remotely by real-time data monitoring. At DMS locations, Tetra Tech disposal monitors or supervisors will randomly recertify a previously certified truck. Recalculating the truck hauling capacity helps verify that the original work was accurate and that nothing has been altered since certification. Additionally, ADMS technology displays a photo of the truck as a ticket is scanned by the disposal monitor. This makes it nearly impossible for a debris hauler to switch truck certifications between trucks or alter their truck configuration (i.e., remove sideboards).

Fraud prevention reports are run daily to identify data anomalies that may be a result of fraud. The load call report shows all load calls for a given day/monitor to confirm no trucks are receiving extraordinarily high load calls. The load ticket report and unit rate daily ticket report determine if monitors are issuing an excessive number of tickets in relation to the average number of tickets per day. The *RecoveryTrac*™ system includes built-in project controls that alert the data manager to anomalies that may be indicative of fraud.

15.2 Safety and Health Standards

Tetra Tech's employees are the foundation of our business and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.

Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our

program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.

Industry Metrics for 2021 Health and Safety Performance		
0.74 US Experience Modification Rate (EMR) 29% better than average industry workers' compensation claims	0.35 2019 Enterprise-Wide Total Recordable Injury Rate (TRIR) Outperformed others in our industry by 43%	0.08 2019 Enterprise-Wide Lost Workday Incident Rate (LWDIR) Outperformed others in our industry by 45%

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers have completed the Occupational Safety and Health Administration (OSHA) Disaster Site Worker course and have their 10-hour Construction Safety Certification. During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular tailgate safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

Tetra Tech has incorporated **COVID-19 awareness and safety procedures** into all project Health and Safety Plans since the start of the pandemic. These protocols will be incorporated into the project Health and Safety protocols to support the City in slowing the spread of COVID-19.

16. Staffing Plan & Equipment

Tetra Tech staff members, along with key City of Friendswood personnel, constitute an integrated team with unparalleled skills and experience, uniquely qualified to manage the debris monitoring operations. Due to our history and experience working in North Central Texas, and through multiple activations and pre-season activities, we have an understanding of what works well for our clients. We propose the following key positions and staff, in addition to the positions included on the City's Pricing Structure:

- **Principal in Charge/Debris Management Consultant.** The Tetra Tech debris management consultant will support the project manager following this activation to ensure that the program is meeting the City's needs. The primary role of the debris management technical advisor is to use their vast experience to assist in resolving complex issues that may arise related to project activities, including Federal Emergency Management Agency (FEMA) Region VI, TCEQ, and Texas Division of Emergency Management (TDEM) coordination during project operations and closeout. In addition, during times of normalcy, the Tetra Tech principal in charge will be a main point of contact with the City including any pre-season meetings and trainings.
- **Project Manager.** The Tetra Tech project manager will provide overall direction and oversee quality of service delivery and work products associated with the debris management process. The project manager will have day-to-day responsibility for the program, ensure that the City's needs are met within guidelines established under this proposal, and be available for rapid response in the event that urgent matters arise.
- **Operations Manager.** The Tetra Tech operations manager will support day-to-day requirements of the project and assist the project manager as needed. The operations manager will also address issues in the field that may

arise as a result of the debris management program. The operations manager will directly interface with collection and disposal operations.

- **Field Supervisor.** The Tetra Tech field supervisor is responsible for the quality control of debris site/tower monitors, field coordinators, and project inspectors and ensuring that all documentation that is being captured is FEMA-compliant during debris removal operations. The field supervisor will verify that monitors retain their training and will respond to issues as they arrive in the field. The field supervisor will be tasked with the management of locally hired additional supervisors and field monitors, project timeline, and current tasking.
- **Billing/Invoice Analyst.** The Billing/Invoice Analyst is responsible for reporting of all data. Billing/Invoice Analysts must validate documentation and metrics being reported as accurate and on schedule. In addition, the Billing/Invoice Analyst can assist with cost tracking and documentation for FEMA submittals. This will also be the point of contact for contractor invoice reconciliation.
- **Automated Ticketing Specialist.** The automated ticketing specialists are responsible for multiple functions during debris removal activities, including quality assurance (QA), and quality control (QC) of all automated debris management system (ADMS) documentation in the field along with storing the documentation in preparation for future audits.

Workforce Planning Standards

The following matrix illustrates our workforce mobilization following activation by the City. Tetra Tech is committed to providing adequate staff within 48 hours of activation. Many of our mobilization requirements are directly proportional to the debris haulers needs. For example, as the debris hauler “ramps-up” during the initial two weeks of operations, Tetra Tech will respond accordingly with additional staff, and as the debris hauler scales back operations during project closeout, the need for Tetra Tech staff will diminish. Tetra Tech is committed to working with the City to understand these staffing changes and the impact on the total dollar amount of the project. As a component of the Tetra Tech Monitoring Plan, we will estimate total staffing needs on a week-by-week basis over the duration of the project.

Tetra Tech Mobilization Matrix

Title	Industry Standards	Debris Hauler Mobilization	Mobilization Requirements
Supervisors			
Project Manager	1 per project	N/A	1 full time employee (FTE)
Debris Management Consultant	1 per project	N/A	1 FTE
Operations Manager	1 per project	N/A	1 FTE
Mobilization Operations			
GIS Analyst	1 per project	N/A	1 FTE
Truck Certification	3 per project	150 dump bodies	3 FTE
Environmental Specialist	as needed	N/A	1 FTE
Collection Operations			
Project Coordinator	1:50 monitors	N/A	1 FTE
Field Supervisors	1:10 monitors	N/A	3 FTE
Field Coordinator (Crew Monitors)	1/loading unit	30 loading units	30 FTE
Project Inspector (Citizen Drop-Off Monitors)	as needed	N/A (2 per each residential drop off site)	10 FTE
Disposal Operations			
Disposal Supervisor	1:5 Sites	N/A	1 FTE
Debris Site/Tower Monitors	2 per TDSRS location	2 TDSRS locations	4 FTE
Data Operations			
Billing/Invoice Analyst	1 per project	N/A	1 FTE

Automated Ticketing Specialist	1 per project	N/A	1 FTE
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16.1 Office Location

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

16.2 Description of Resources

Our team consists of experienced emergency managers, disaster preparedness specialists, engineers, surveyors, and hazardous waste technicians who possess hands-on experience in recent disasters and emergencies as well as prevention, mitigation, preparedness, response, and recovery programs. Tetra Tech's disaster recovery professionals have managed projects in response to hurricanes, floods, tornadoes, fires, ice storms, and straight-line wind events in 20 states with simultaneous activations in nine states. This has included large-scale debris monitoring involving a minimum of 1 million cubic yards (CY) of debris for over 30 government entities.

Personnel Available

Resource	Personnel Available
Management Team	
Project Principals	9
Project Managers	38
Operations Managers	42
Field Staff	
Field Coordinators (Crew Monitors)	4000*
Debris Site/Tower Monitors	120*
Field Supervisors (7:1 Monitor-to-Field Supervisor Ratio)	55*
Project Coordinators (50:1 Monitor-to-Project Coordinator Ratio)	35*

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

Equipment

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

Resource List

Field Documents* Currently in Our Warehouse	Needed to Respond to This Scenario
ADMS Handheld Units	50
Time and Materials Forms	150
Truck Certification Forms (Printer Rolls)	100
ADMS Ticket Stubs	6000
Haul Out Ticket Stubs	2000
Placards	125
Kits	

Project Manager Kits (1 Per 100 Monitors)	40	1
Project Coordinator Kits (1 Per 100 Monitors)	40	1
Human Resources Kits (1 Per 100 Monitors)	40	1
Collection Monitor Kits (1 Per 25 Monitors)	90	2
Disposal Monitor Kits (1 Kit Per Disposal Site)	100	3+
Leaner/Hanger/Stump Kits (1 Per 50 Monitors)	40	1
Equipment**		
Laptops	480	5
Mifi (Mobile Wireless)	90	5
High Speed Scanners	70	5
Printers	45	5
Mobile Command Office	2	1
Gas Trucks	To Be Obtained from Pre-contracted Vendor	
Modular Work Locations	To be obtained from pre-contracted vendor	
Generators	To be obtained from pre-contracted vendor	
Portable Facilities	To be obtained from pre-contracted vendor	

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

**ADMS units are readily available and can be ordered as needed on a 24-hour turnaround.

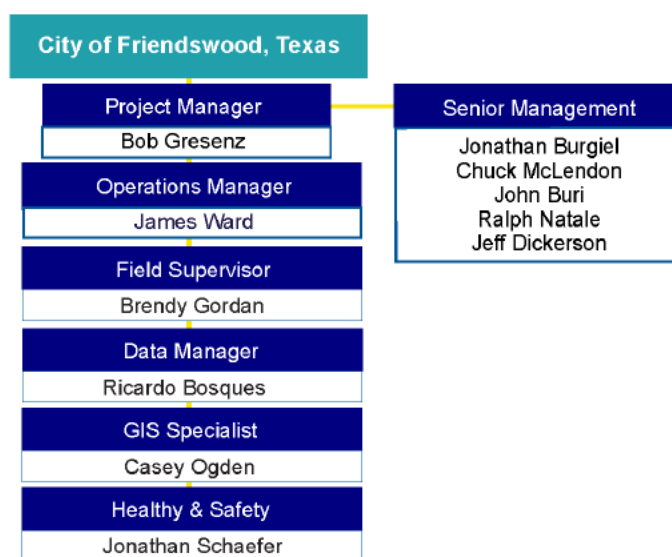
17. Training

In disaster response and recovery, training is not one-size-fits-all. Tetra Tech customizes formal trainings to the duties of each new employee, and hosts trainings in the Hiring Center with a Tetra Tech certified trainer. Tetra Tech logs all training activity and requires documentation of successful completion before new teammates can start field work. These trainings include modules specific to each client's needs and requirements, complete with information to ensure accurate field monitoring and ADMS implementation. By using interactive qualifying tools throughout training modules, Tetra Tech helps trainees better retain information while also screening and selecting the most qualified personnel as field monitors.

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the City. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project managers, data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan. A copy of our training manual can be provided upon request.

18. Organizational Chart

The proposed organization structure is based on industry best practices and an understanding of geography and the distinct management responsibilities of each position. Our proposed organizational structure ensures orderly communication, distribution of information, effective coordination of activities, and accountability. Tetra Tech's project team can scale as



needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects. **All assigned staff on this project will have 100% availability to devote to the contract and its work following award.**

Professional Certifications, Training, and Licensing

Tetra Tech remains abreast of the latest guidance, issues being debated, and current best practices through participation in expert groups, attendance in training and conference sessions, and working with national experts in disaster recovery operations, emergency management, national security, information technology, public health, transportation, and critical infrastructure protection. **Our proposed team possesses key certifications that help them provide quality technical services and have attended numerous training courses related to debris operations and emergency management. Some of these include:**

- Occupational Safety and Health Administration (OSHA) Disaster Site Worker Course
- OSHA 10-Hour Construction Safety Certification
- OSHA 40-Hour HAZWOPER Certification
- G-202: Debris Management
- IS 100: Introduction to Incident Command System
- IS-120: Introduction to Exercises
- IS 191: ICS/EOC Interface
- IS-200: Basic Incident Command
- IS 242: Effective Communication
- IS-288: Local Volunteer and Donations Management
- IS-230: Fundamentals of Emergency Management
- IS-547: Introduction to Continuity of Operations (COOP)
- IS-631: Public Assistance Operations I
- IS-632: Introduction to Debris Operations
- IS-634: Introduction to FEMA's PA Program
- IS-700: National Incident Management System
- IS-800: National Response Program
- ICS 300: Intermediate ICS for Expanding Incidents

E.Pricing and Fees

Tetra Tech has considered staffing and the costs required for the work outlined in the scope of work. We have completed *Attachment D – Pricing and Fees* on the following page. Additionally, we have included language below regarding a fee schedule for additional services. The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U)(All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

Additional Services Fee Schedule

Tetra Tech has included additional services/roles within Attachment D – Pricing and Fees, Bid Item B, *“Additional Personnel Needed As Determined by Respondent.”*

**ATTACHMENT D
PRICING AND FEES**

Respondents: Please use form below or include equivalent pricing and fees breakdown in your submittal.

Company Name: **Tetra Tech, Inc.**

City of Friendswood RFP #: 2022-12

All work to be performed as described herein and comply with
all requirements as part of the Debris Monitoring RFP.

Unit Cost Proposal					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	EXTENSION
Bid Item A: Personnel					
A-001	Project Manager	Each		\$85.00	\$ -
A-002	Operations Manager	Each		\$65.00	\$ -
A-003	Field Supervisor	Each		\$45.00	\$ -
A-004	Health and Safety Officer	Each		\$55.00	\$ -
A-005	Debris Monitor	Each		\$37.00	\$ -
A-006	GIS Analyst	Each		\$55.00	\$ -
A-007	Data Manager	Each		\$55.00	\$ -
A-008	Billing/Invoice Analyst	Each		\$60.00	\$ -
Bid Item B: Additional Personnel Needed As Determined by Respondent					
B-001	Project Coordinator	Each		\$35.00	\$ -
B-002		Each			\$ -
B-003		Each			\$ -

F. References

Tetra Tech has provided the requested references for this project under **Section C: Experience**. The contact information for each of those projects is listed below for the City's use.

Client Name	Client Contact Information
Calcasieu Parish, Louisiana	Theresa T. Champeaux, Assistant Director of Public Works 1114 Ryan Street. P.O. Box 3287, Lake Charles, LA 70602 Phone: (337) 721-3700 tchampeaux@calcasieuparish.gov
St. Johns County, Florida	Greg Caldwell, MPA St. Johns County Public Works Department Public Works Director 2740 Industry Center Rd. St. Augustine, FL 32084 Phone: (904) 209-0132 gcaldwell@sjcfl.us
City of Victoria, Texas	Darryl Lesak Director of Environmental Services City of Victoria 700 Main Center, Suite 101 Victoria, Texas 77901 (361) 485-3230 dlesak@victoriatx.org

G. Forms

Tetra Tech has reviewed and completed all of the forms required for submittal to this RFP. The forms are provided on the pages below. Should additional information be required, it can be provided upon the City's request.

EXECUTION OF OFFER

The undersigned, in submitting this proposal and their OFFER of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

Submitted by:

Tetra Tech, Inc.

(OFFICIAL FIRM name)

By:



(Original Signature) Must be signed to be considered responsive.

Jonathan Burgiel

(Typed or Printed Name)

Business Unit President

(Title)

June 10, 2022

(Date)

Remittance Address:

P.O. Box 911642

Denver, CO 80291-1642

(City, State, Zip code)

Phone #:

(321) 441-8511

Fax #:

(321) 441-8501

E-Mail Address:

tdr.contracts@tetrattech.com

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

	Initials
1)	<u></u>
2)	<u> </u>
3)	<u> </u>

Date acknowledged

June 1, 2022

STATEMENT OF ORGANIZATION

1. Respondent

Full Name of Business: Tetra Tech, Inc.

Principal Business Address: 3475 E. Foothill Blvd, Pasadena, CA 91107

Principal Phone Number: 321-441-8511

Local Business Address: 1500 CityWest Blvd, Ste 1000, Houston, TX 77042

Local Business Contract: Marina Armanious

Local Business Phone: 321-441-8511

Local Business Fax: 321-441-8501

Local Business E-mail: tdr.contracts@tetrattech.com

Type of Organization: Corporation

Tax ID #: 95-4148514

License #: 9223306

Provide names of authorized representatives of the Respondent who has/have legal authority to bind the Respondent into contractual obligations:

- (a) Jonathan Burgiel, Business Unit President
- (b) _____
- (c) _____
- (d) _____

2. Subcontractor(s)

List of all firms participating in this proposal

	Name	Address	Area of Responsibility
(a)	<u>None.</u>		
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a resident bidder of Texas as defined in HB 620.
(Company Name)

Signature _____

Print Name _____

I certify that Tetra Tech, Inc. is a Nonresident bidder as defined in HB 620
(Company Name)
and our principal place of business is Pasadena, California.
(City and State)

Signature 

Print Name Jonathan Burgiel

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Bid	Reason

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Firm Tetra Tech, Inc.

Agent Jonathan Burgiel

CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

1. Availability to perform: [See attached page](#)

(Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

2. Equipment and operational items: [See attached page](#)

(Identify by quantity and type any equipment/assets allocated to contract performance)

3. Personnel: [See attached page](#)

(Identify by quantity and category any personnel assigned to contract performance)

4. Other Resources: [See attached page](#)

(Identify any other resources to be allocated to complete contract performance)

Contractor’s Capacity to Perform

1. Availability to Perform

Ability to Handle Multiple Contractual Obligations

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

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

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

2. Equipment and Operational Items

Tetra Tech maintains a warehouse located in Orlando with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. ***Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars’ worth of equipment to multiple clients in a matter of days and on very short notice.*** The table below lists available equipment and facilities readily available upon activation.

Resource List

Field Documents Currently in Our Warehouse	
ADMS Handheld Units	6,000
Time and Materials Forms	5,000
Truck Certification Forms	5,000
ADMS Ticket Stubs	800,000

Haul Out Ticket Stubs	300,000
Placards	5,500
Kits	
Project Manager Kits (1 Per 100 Monitors)	40
Project Coordinator Kits (1 Per 100 Monitors)	40
Human Resources Kits (1 Per 100 Monitors)	40
Collection Monitor Kits (1 Per 25 Monitors)	90
Disposal Monitor Kits (1 Kit Per Disposal Site)	100
Leaner/Hanger/Stump Kits (1 Per 50 Monitors)	40
Equipment**	
Laptops	400
Mifi (Mobile Wiireless)	90
High Speed Scanners	70
Printers	45
Mobile Command Office	2
Gas Trucks	To Be Obtained from Pre-Contracted Vendor
Modular Work Locations	To Be Obtained from Pre-Contracted Vendor
Generators	To Be Obtained from Pre-Contracted Vendor
Portable Facilities	To Be Obtained from Pre-Contracted Vendor

**All field documents are replenished as they are needed. Tetra Tech has several emergency vendors with the ability*

*** ADMS units are readily available and can be ordered as needed on a 24-hour turnaround.*

3. Personnel

Tetra Tech’s staff consists of experienced emergency managers and disaster recovery professionals who possess hands-on experience in recent disasters and emergencies. Tetra Tech’s professional staff also boasts a wealth of experience with prevention, mitigation, preparedness, response, and recovery programs. Our disaster recovery professionals are uniquely familiar with the policies, procedures, and requirements associated with providing disaster recovery services subject to FEMA, Federal Highway Administration (FHWA), U.S. Department of Housing and Urban Development (HUD), NRCS, and other federal agency reimbursement programs.

Our grant management experts have assisted clients with applying for and retaining grant funds even after closeout and audit processes. Our team has extensive experience assisting local and state governments with managing and documenting projects that are eligible for federal funding through the FEMA Public Assistance (PA) Program, including multiple, large PA programs. Our team also has significant experience with Federal Highway Administration-Emergency Relief (FHWA-ER) federal reimbursement, having assisted many clients with FHWA application, project management, and reimbursement.

Our team has managed projects in response to every hurricane making landfall in the United States since 2004. As a result, our staff has experience in maximizing assistance to our clients by working to obtain funding from every source available after disaster has struck. Additional information on our project team can be found in **Tab B: Qualifications**.

4. Other Resources

Additional Resources

At Tetra Tech, our ability to serve our clients begins and ends with our seasoned disaster recovery professionals. Our team consists of experienced emergency managers, disaster preparedness specialists, engineers, surveyors, and hazardous waste technicians who possess hands-on experience in recent disasters and emergencies as well as prevention, mitigation, preparedness, response, and recovery programs. Tetra Tech’s disaster recovery professionals have managed projects in response to hurricanes, floods, tornadoes, fires, ice storms, and straight-line wind events in 20 states with simultaneous activations in nine states. This has included large-scale debris monitoring involving a minimum of 1 million cubic yards (CY) of debris for over 30 government entities.

Personnel Available

Resource	Total Number of Personnel Available
Management Team	
Project Principals	9
Project Managers	38
Operations Managers	42

Field Staff	
Field Coordinators (Crew Monitors)	4000*
Debris Site/Tower Monitors	120*
Field Supervisors (7:1 Monitor-to-Field Supervisor Ratio)	55*
Project Coordinators (50:1 Monitor-to-Project Coordinator Ratio)	35*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#). The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. **The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.**

Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. The person filing the 1295 needs to complete an “unsworn declaration”.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) serves as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity. Subsection (c) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

“Intermediary”, for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

The law has been amended beginning January 1, 2018. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education
- A contract related to health and human services if:

- The value of the contract cannot be determined at the time the contract is executed; and
 - Any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tetra Tech, Inc.
Houston, TX United States

Certificate Number:
2022-897587

Date Filed:
06/10/2022

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Friendswood, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 2022-12
Debris Monitoring Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Jonathan Burgiel, and my date of birth is .

My address is 2301 Lucien Way, Suite 120, Maitland, FL, 32707, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Orange County, State of Florida, on the 10th day of June, 2022.
(month) (year)

Signature of Jonathan Burgiel
authorized agent of contracting business entity
(Declarant)

**ATTACHMENT B
CERTIFICATION REGARDING LOBBYING**

(Required for each Contract exceeding \$100,000)

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Contractors are required to complete Form SF-LLL - Disclosure of Lobbying Activities to disclose lobbying activities pursuant to 31 U.S.C. 1352.

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

Jonathan Burgiel, Business Unit President

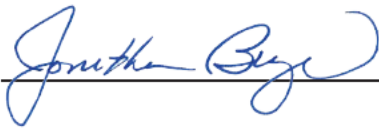
Print Name and Title of Contractor's Authorized Official


Signature of Contractor's Authorized Official

June 10, 2022

Date

CERTIFICATION REGARDING LOBBYING

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance None, not applicable.	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award None, not applicable.	3. Report Type: ☐ a. initial filing ☐ b. material change For material change only: Year _____ quarter _____ Date of last report _____ None, not applicable.
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee ☐ Tier If Known: None, not applicable. Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: None, not applicable. Congressional District, if known:
6. Federal Department/Agency: None, not applicable.		7. Federal Program Name/Description: None, not applicable. CFDA Number, if applicable
8. Federal Action Number, if known: None, not applicable.		9. Award Amount, if known: None, not applicable. \$
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): None, not applicable.		b. Individuals Performing Services (including address if different from No. 10a) None, not applicable. (last name, first name, MI):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure None, not applicable.		Signature  Print Name <u>Jonathan Burgiel</u> Title <u>Business Unit President</u> Telephone No. <u>321-441-8511</u> Date: <u>June 10, 2022</u>
Federal Use Only		Authorized _____ for _____ Local _____ Standard Form – LLL (Rev. 7-97)

ATTACHMENT C
CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

The undersigned [Contractor] certifies, to the best of his or her knowledge that Tetra Tech, Inc., Contractor company or legal entity understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed herein, and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. Contractor must initial by each regulatory requirement and sign below.

- | | |
|---|--|
|  | 1 Access to Records |
|  | 2 Byrd Anti-Lobbying Agreement |
|  | 3 Clean Air Act & Federal Water Pollution Control Act |
|  | 4 Compliance with Federal Law, Regulations, and Executive Orders |
|  | 5 Contract Work Hours and Safety Standards Act |
|  | 6 Debarment and Suspension |
|  | 7 Department of Homeland Security Seal, Logo, and Flags |
|  | 8 Domestic Preferences for Procurement |
|  | 9 Energy Efficiency |
|  | 10 Hold Harmless Agreement |
|  | 11 No Obligation by Federal Government |
|  | 12 Affirmative Socioeconomic Steps |
|  | 13 Potential Conflicts of Interest |
|  | 14 Procurement of Recovered Materials |
|  | 15 Program Fraud and False or Fraudulent Statements or Related Acts |
|  | 16 Prohibition on Contracting for Covered Telecommunications Equipment or Services |
|  | 17 Termination for Cause & Convenience |
|  | 18 Whistleblower Protection Act |

If requested by City of Friendswood and/or the Subrecipient, Contractor agrees to provide their policy and/or documentation verifying compliance with each of the above listed regulatory requirements.

Jonathan Burgiel, Business Unit President

Print Name and Title of Contractor's Authorized Official


Signature of Contractor's Authorized Official

June 10, 2022

Date

Contract Considerations

Tetra Tech would like to submit the following exceptions to the terms and conditions outlined in the RFP:

Tetra Tech respectfully submits a request to negotiate the indemnification clause with the intent to negotiate mutually agreeable terms and conditions with the City.

City of Friendswood, Texas

Request for Proposal No. 2022-12

Debris Monitoring Services

Due Date / Time: June 14, 2022 | 2:00 pm



thompson
CONSULTING SERVICES

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City of Friendswood, Texas

Request for Proposal No. 2022-12

Debris Monitoring Services

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– Attachment C: Certification of Compliance with Federal Standards & Requirements	

SECTION A

Cover Letter

June 14, 2022

City of Friendswood, City Secretary's Office
910 South Friendswood Drive
Friendswood, TX 77546

RE: REQUEST FOR PROPOSAL NO. 2022-012 – DEBRIS MONITORING SERVICES

Dear Members of the Selection Committee,

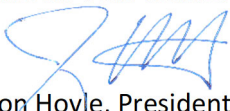
Thompson Consulting Services, LLC (Thompson) is pleased to submit the enclosed proposal to provide the City of Friendswood, Texas (City) with debris monitoring services. Our consultants have over **75** years of combined experience supporting local and state agencies in response to wildfires, tornadoes, hurricanes, floods, earthquakes, ice storms, rockslides, oil spills and other natural disasters. This experience has resulted in the administration of more than **\$4** billion of debris removal funding. Thompson's approach to providing disaster response and recovery services maintains a primary focus on the effective utilization of resources while assisting our clients navigate the funding channels of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) program as and other post-disaster grant programs. We believe Thompson is best suited to assist the City with debris monitoring services for the following reasons, which are expanded upon throughout our proposal:

- Post-disaster debris removal management and FEMA funding experience accounts for more than \$4 billion
- Delivery efficiency through the utilization of Thompson's automated debris management system
- Versatility of our Team; ability to manage a variety debris removal programs and waste streams
- Ability to quickly respond with 24 corporate and satellite offices across the Southeastern United States including offices in Houston and City of Orange, Texas.
- Local preference for hiring debris collection and disposal monitors to support the local economy
- Commitment to safety and quality throughout project operations

Thompson has the experience and resources necessary to be responsive to the City's debris monitoring and recovery services needs. We stand prepared to guide the City through the debris removal and recovery process while working with the Texas Division of Emergency Management (TDEM) and the FEMA Public Assistance program to achieve maximum disaster recovery cost reimbursement for the City. We would be honored to serve as your debris monitoring services provider and stand prepared to exceed the service expectations that the City has established. ***The enclosed proposal remains effective for a period of sixty (60) calendar days.***

Best regards,

THOMPSON CONSULTING SERVICES, LLC



Jon Hoyle, President

O: 407.792.0018 | C: 321.303.2543 | F: 407.878.7858

E-mail: jhoyle@thompsoncs.net

thompson
CONSULTING SERVICES

A - 2

SECTION B

Qualifications

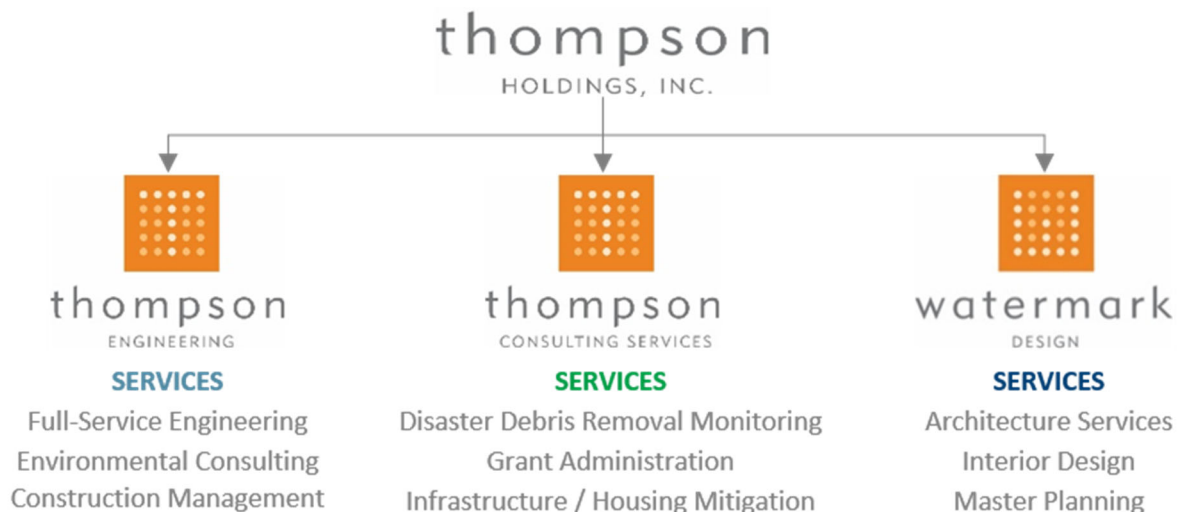
Firm Overview

Thompson Consulting Services, LLC is a full-service emergency response, disaster recovery and grant management consultancy, organized as a subsidiary of Thompson Holdings, Inc. (Thompson) which also includes our affiliate companies Thompson Engineering and Watermark Design. What began as a small company doing basic soils and materials testing in Mobile, Alabama has since grown into a national corporation with thirteen branch offices throughout five states in the southeastern United States. Our ongoing success, strong growth, consistent project delivery and commitment to **100** percent client satisfaction can be traced to when our founder, Vester J. Thompson, established the high standards that lay the foundation of our work ethic. These standards are still upheld today and summarized as follows:

- Excellence in workmanship
- Innovative solutions
- Timely, responsive service
- Cost effectiveness

As a **100** percent employee-owned company with more than **325** full-time personnel spanning the consulting, engineering and architecture disciplines, commitment to these standards ensures a universal threshold for project quality. Our staff has a vested interest in providing safe, quality driven, successful projects that are completed on time and within budget.

The corporate organizational chart below graphically depicts the relationship between the Thompson Family of Companies and provides a summary of each company's service offerings. Thompson Consulting Services will serve as the contracting entity for the services requested by the City of Friendswood, Texas (City).



Years of Experience

Thompson was founded in **1953** and has been providing disaster debris monitoring and program management services since **1979** following Hurricane Frederic. Since then, our organization has supported various local, state, and federal entities, including the United States Army Corps of Engineers (USACE), throughout the Nation respond to and recover from a variety of natural disasters. In **2011**, Thompson Consulting Services, LLC was formed to focus solely on disaster preparedness, response and recovery service offerings and brings over **69** years of experience to the City through our family of companies and personnel.

Office Locations

With **24** corporate and satellite offices scattered throughout the Southeast United States, Thompson has the resources and capabilities to support the City's disaster debris removal monitoring needs from near and afar. In addition, Thompson is experienced and capable of establishing a field office within the City should the need arise.

The City's contract will be serviced from Thompson's corporate office in Maitland, Florida. The locations of all Thompson's offices are provided below.

- Atlanta, Georgia
- Baton Rouge, Louisiana
- Chattanooga, Tennessee
- Clarksville, Tennessee
- Dothan, Alabama
- Evergreen, Alabama
- Harriman, Tennessee
- Helena, Alabama
- **Houston, Texas**
- Kenner, Louisiana
- Knoxville, Tennessee
- Millington, Tennessee
- Savannah, Georgia
- Moss Point, Mississippi
- **Orange, Texas**
- Pelham, Alabama
- Pensacola, Florida
- Jackson, Mississippi
- Lake Charles, Louisiana
- Maitland, Florida
- Raleigh, North Carolina
- Richland, Mississippi
- Mobile, Alabama
- Troy, Alabama

FIRM DATA

FIRM NAME

Thompson Consulting Services, LLC

PRINCIPAL ADDRESS

2601 Maitland Center Parkway
Maitland, Florida 32751

PHONE | FAX

407-792-0018 | 407-878-7858

WEBSITE

www.thompsoncs.net

EMAIL

info@thompsoncs.net

YEAR ESTABLISHED

2011

STATE OF FORMATION

Delaware

FEDERAL ID NO.

45-2015453

DUNS / SAM NO. | CAGE CODE

968677158 | 7NZ42

E-VERIFY ID

1111126

OFFICERS

Jon Hoyle, President
Nate Counsell, Executive VP
John H. Baker, III, BOM
Chad Brown, BOM
Michael Manning, BOM

Proposed Project Personnel

Thompson's staff of consultants is amongst the most educated, qualified, and dynamic in the industry. Our personnel are disaster recovery and response experts, business, and financial consultants; registered professional engineers, geologists, and surveyors; scientists; and technical professionals in the following disciplines: civil, structural, environmental, geotechnical, hydraulic, mechanical, and electrical engineering. Thompson has over 325 multi-disciplined personnel on staff with diverse qualifications that can be drawn upon to address any project needs.

With advanced degrees in business, economics, finance, engineering, computer science and other disciplines we provide a well-rounded perspective and approach to problem solving in the emergency management and disaster recovery industry.

Thompson has provided the following list of personnel by discipline as evidence of our unique qualifications and credentials as well as our capacity to support projects of any size and scope.

Personnel by Discipline

Grant/Financial Consultants	10	Environmental Engineers	9
Debris Project Managers	25	Geologists	10
Debris Supervisors	50	Scientists/Environmental	20
On-call Debris Monitors	1000	Credentialed Inspectors	57
Construction Managers	26	Investigative / Roof Consultants	13
Architects	3	Professional Land Surveyors	9
Civil Engineers	30	LEED Accredited Professionals	5
Marine Engineers	4	Construction Engineering Inspectors	50
Structural Engineers	7	Construction Materials Techs	19
Geotechnical Engineers	14	C.P. - Stormwater Quality (CPSWQ)	1
Transportation Engineers	5	C.P. - Erosion & Sediment Control	5
Hydraulic Engineers	3	Safety Professionals	4

Thompson provides the City with access to a unique combination of experience, services, resources, and personnel through our family of companies. With 24 corporate and branch offices scattered throughout the southeast and a network of more than **150** on-call debris removal monitoring managers and supervisors and more than **1,000** inspectors, Thompson has the personnel and experience to support the City's disaster debris monitoring needs.

Key Personnel Overview

Thompson is committed to staffing the City's debris monitoring services project in accordance with the management staffing and key personnel proposed herein. Our technical approach is designed to be scalable in nature in order to effectively respond to both minor and catastrophic debris generating events as well as adjust to the changing needs of the City throughout the recovery process. An organizational chart of proposed personnel has been included in Section D, Project Methodology as requested.

JON HOYLE will serve as the Principal-in-Charge for the City and provide support as needed to ensure project operations are in accordance with the City's expectations. Mr. Hoyle has over eighteen years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 75 projects under contracts that total over \$1.5 billion in grant administration and recovery efforts that

required the mobilization of over 5,000 field and professional personnel over the past 10 years. His programmatic experience includes FEMA-PA, FHWA-ER, NRCS-EWP, HUD-CDBG, FEMA-HMGP, and others.

ERIC HARRISON will serve as a Project Manager for the City and ensure project operations are implemented in accordance with the contract and task order(s) issued by the City. Mr. Harrison will also ensure project operations have the staff and resources necessary to remain on track, on schedule and on budget. Mr. Harrison has over seventeen years of experience providing debris monitoring program management support and oversight for disaster response and recovery efforts throughout the United States.

COLIN KEOGH will serve as a Project Manager for the City and oversee day-to-day operations of the project. Mr. Keogh has over eight years of experience supervising debris removal monitoring programs in Louisiana, Texas, Oklahoma, Missouri, New York, New Jersey, Florida, Alabama, Mississippi, and Puerto Rico. Mr. Keogh served as the Operations Manager for the City of Gulf Shores, Alabama following the devastating effects of Hurricane Sally in 2020 which resulted in the removal of over 656,000 cubic yards of debris. Most recently, Mr. Keogh served as an Operations Manager for the Louisiana Department of Transportation and Development, District 61 where over 314,000 CY of debris was removed following Hurricane Ida in 2021.

DANNY GARDNER Mr. Gardner will serve as the Data Manager for the City. Mr. Gardner has served as a data manager, program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately \$250 million. His extensive understanding of the eligibility requirements, federal regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement.

NICOLE LEHMAN will serve as the Planning and Preparedness lead for the City. Ms. Lehman has fourteen years of disaster response and recovery experience. She is well versed in the programs, agencies, procedures and regulations involved in successfully running disaster debris management operations. Recently Ms. Lehman served as the Project Manager for the City of Fort Lauderdale debris mission following Hurricane Irma. In addition, Ms. Lehman provides annual training to many of our clients regarding debris removal monitoring operations and FEMA policy guidance.

COREY THOMAS will serve as the FEMA Coordination / Cost Recovery Specialist and work directly with the City as needed to oversee the financial recovery of all eligible costs associated with FEMA PA and FHWA-ER activities. Since 2009, Mr. Thomas has worked with state and local agencies throughout the United States to recover millions of dollars of disaster expenditures. Mr. Thomas managed the FEMA PA reimbursement for multiple applicants in New York and New Jersey following Hurricane Sandy. He supported the South Carolina Department of Transportation recovery of over \$195,000,000 in FEMA funding following two disaster incidents, and recently assisted applicants in Florida and Georgia following Hurricanes Matthew, Irma, and Michael.

PATRICK GARDNER Mr. Gardner will provide GIS and mapping support to the City. Mr. Gardner has over nine years of experience and has supported recovery operations in this capacity for several large-scale, multi- state, region, and municipal disaster incidents. He is well versed in ESRI ArcGIS applications and

utilizing geospatial data to convey project operations and progress. Mr. Gardner is also a Federal Aviation Administration Certified Remote Pilot for Small Unmanned Aircraft.

WES HOLDEN Mr. Holden has eighteen years of experience providing data management and disaster recovery software application development for disaster response and recovery efforts throughout the United States for a broad range of local and state government clients.

The following table further summarizes the background and experience of our key personnel and outlines our staff's extensive experience managing and monitoring more than 2,000,000 cubic yards on behalf of local and state governments. *Resumes for key personnel have been included as Exhibit B-1 in the subsequent pages of this section.*

Table B-1: Summary of Project Team Experience

Name, Education, Background		Representative Experience	
Jon Hoyle Principal-in-Charge			
MBA – Finance/Management 18 Years of experience	– Escambia County, FL – 3,700,000 CY – Puerto Rico DOT – 1,000,000 CY – Lee County, FL – 2,300,000 CY	– South Carolina DOT – 3,000,000 CY – Aiken County, SC – 1,500,000 CY – Harris County, TX – 2,500,000 CY	
Eric Harrison Project Manager			
MS – Electronics Engineering 17 Years of experience	– Escambia County, FL – 3,700,000 CY – City-Parish E. Baton Rouge – 2,000,000 CY – South Carolina DOT –3,000,000 CY	– Volusia County, FL – 850,000 CY – St. Augustine, FL – 83,000 CY – Terrebonne Parish, LA – 55,000 CY	
Colin Keogh Project Manager			
8 Years of experience	– Louisiana DOT – 314,000 CY – Gulf Shores, AL – 656,000 CY – Grant Parish, LA – 1,173,000 CY	– North Carolina DOT – 14,000 tons – Casselberry, FL – 30,000 CY – Aiken County, SC – 1,400,000 CY	
Corey Thomas FEMA Public Assistance Liaison			
MBA – Finance/Management 14 Years of professional experience	– City-Parish E. Baton Rouge – 2,000,000 CY – South Carolina DOT – \$37,000,000 – Alabama Tornadoes – \$25,000,000	– South Dakota – \$60,000,000 – Hurricane Alex – \$3,500,000 – Hurricane Ike – \$445,000,000	
Danny Gardner Data Manager			
MBA – Finance/Management 14 Years of experience	– SWA Palm Beach Co – 2,300,000 CY – Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY	– Alabama DOT – 870,000 CY – South Carolina DOT – 3,000,000 CY – Escambia County, FL – 3,700,000 CY	
Nicole Lehman Planning and Preparedness			
BA – Psychology & Spanish 14 Years of experience	– Puerto Rico DOT – 400,000 CY – Fort Lauderdale, FL – 460,000 CY – St. Augustine, FL – 83,000 CY	– Chatham Co, GA – 1,400,000 CY – Daytona Beach, FL – 330,000 CY – Escambia County, FL – 3,700,000 CY	
Wes Holden ADMS Deployment			
BS – Mgmt. Info. Systems 18 Years of experience	– SWA Palm Beach Co – 2,300,000 CY – City-Parish E. Baton Rouge – 2,000,000 CY – South Carolina DOT – 3,000,000 CY	– Alabama DOT – 870,000 CY – Chatham Co, GA – 1,400,000 CY – Aiken County, SC – 1,500,000 CY	
Patrick Gardner GIS / Environmental			
MS – Fisheries & Aquatic Sciences BS – Marine Science 9 Years of experience	– Gadsden County, FL – 900,000 CY – SWA Palm Beach Co, FL – 3,200,000 CY – Fort Lauderdale, FL – 400,000 CY	– Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 3,000,000 CY	

Staff Qualifications

Debris Removal Programs

Thompson's proposed team of disaster response and recovery experts have responded to some the most devastating natural disasters to impact the United States in the last decade. Each team member has served in a variety of recovery operations roles and has real-world experience managing and supporting special disaster recovery programs to include right-of-way (ROW), private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management and hauler invoice reconciliation and contracting, and FEMA appeals assistance. Thompson's consultants have experience with all of the following disaster recovery programs.

Debris Removal Monitoring

- Debris hauling vehicle certification (volumetric)
- Right-of-Way debris collection
- Debris management site operations
- Leaning tree, hanging limb, and hazardous stump removal
- Private property debris removal
- Right-of-Entry (ROE) administration
- Waterways debris removal monitoring
- Beach and shoreline restoration
- Data management
- Document management
- Progress reporting
- Contractor invoice reconciliation and payment recommendation
- Vessel and vehicle recovery
- Asbestos abatement
- Health and safety monitoring
- Multi-jurisdictional coordination/scheduling
- Damage claim resolution
- Disaster recovery monitoring with handheld devices
- Hazardous material removal
- GIS reporting
- Cost recovery/grant applications

Experience and Knowledge of Environmental Requirements

In addition to our disaster related debris removal monitoring and grant administration experience, Thompson stands fully equipped and prepared to assist the City as needed with services related to permitting, solid waste management, hazardous waste management, asbestos abatement, lead based paint testing and other environmental and engineering inspection requirements. Our Environmental Group was established in 1982 and is comprised of 30+ environmental engineers, water/wastewater engineers, geologists, biologists, NEPA specialists, GIS specialists, soils scientists, hazardous materials managers, asbestos and lead-based paint specialists, storm water and erosion control experts, safety professionals, inspectors, and technicians.

Special Services Debris Removal Programs

Thompson's consultants consider special debris removal programs such as private property/right of entry work, waterways clean-up, demolition management, vessel and vehicle recovery, etc. as service offerings that our clients expect following a disaster event. Thompson's consultants have extensive and unique experience with private property debris removal and demolition housing initiatives, including the management of many of the largest multi-phase, multi-property demolition and housing initiatives in the United States over the past ten years. In addition, Thompson has extensive waterway/coastal recovery experience, including waterway, wetland and beach sand removal and restoration monitoring.

A sample of Thompson’s extensive experience with special debris removal monitoring programs includes, but is not limited to:

- Puerto Rico Infrastructure Financing Authority: Private Property Debris Removal and Demolition
- City-Parish of East Baton Rouge: C&D, HHW, E-Waste, White Goods
- SC Department of Transportation: Leaning Trees/Hazardous Limbs
- New York City: Abandoned Vehicle Recovery
- Hancock County: Animal Carcasses
- Sevier County: Private Property Debris Removal
- City of Tuscaloosa: Structural Demolitions
- City of Gulfport: Food Waste
- City of Fort Lauderdale: Beach Sand Removal and Restoration
- Alabama State Port Authority: Wetland Debris Removal
- Aiken County, South Carolina: Waterway Debris Removal

Thompson’s has extensive experience working closely with various federal, state, and local agencies, including departments of transportation, environmental protection, FEMA, FHWA and the NRCS to monitor special debris removal programs.

Disaster Cost Recovery and Reimbursement Processes

Thompson’s consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Our consultants thoroughly understand the programs, policies, and regulations related to disaster reimbursement and will use this knowledge to aid in the recovery and reimbursement of all eligible debris and other related project costs. Thompson’s goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable federal, state and local regulations.

Public Assistance Program Consulting Services

- | | |
|---|--|
| – Preliminary damage assessment (PDA) data management tool development (categories A-G) | – Damage site surveying (photography, GPS, condition reports, cost estimation, etc.) |
| – Collection and compilation of PDAs | – Small/large project formulation and scoping |
| – Applicant kickoff meeting facilitation | – Alternate / improved projects |
| – Debris staging site consultation (environmental, logistical, etc.) | – Section 406 mitigation consultation |
| – Project worksheet development | – Procurement assistance |
| – Housing inventory damage assessment | – Expenditure review/approval and reconciliation |
| – Direct administrative cost (DAC) support | – EMMIE monitoring/support |
| | – FEMA appeals assistance |

Grant Application, Administration, and Management

Thompson’s experience in supporting recovery efforts for local and state governments spans three decades and accounts for the administration of more than \$4 billion in federal grant funding. Our consultants can draw upon their knowledge and experience in working with over eight different federal grant funding agencies and 15 grant programs, including the following:

- Federal Emergency Management Agency
 - Public Assistance (PA)
 - Hazard Mitigation Grant Program (HMGP)
 - Pre-disaster Mitigation (PDM)
 - Flood Mitigation Assistance (FMA)
- Federal Highway Administration (FHWA)
 - Emergency Relief (ER)
- Environmental Protection Agency (EPA)
- Department of Housing & Urban Development
 - Community Development Block Grant
 - HOME Investment Partnership Program
- Natural Resources Conservation Service (NRCS)
 - Emergency Watershed Protection (EWP)
- Small Business Administration (SBA)
- Department of Agriculture (USDA)

Debris Management Planning

Thompson has leveraged the lessons that we have learned from managing previous disaster debris programs as well as our strong regulatory knowledge and capabilities to develop a number of comprehensive debris management plans (DMP). Thompson works closely with our clients throughout the DMP development process to make certain the resulting plan is both in accordance with the Federal Emergency Management Agency (FEMA) Public Assistance Program and Policy Guide and the Alternate Procedures Pilot Program for Debris Removal and contains the components critical to the success of a debris removal operation.

Though conceptually similar, Thompson understands that each DMP will vary to reflect the intricacies and needs of our clients. Our plan development process is scalable and flexible depending on the need for developing a new plan or updating an existing plan; or the need for selecting and validating potential debris management sites (DMS) or to have existing sites reviewed and permitted by specific state agencies. Typically, the geographic size, population characteristics, propensity for and type of disaster, and many other factors dictate the complexity of a DMP.

Professional Licenses and Certifications / Training Courses

Thompson believes it is critical to educate our staff and provide them with the credentials that are recognized by the federal, state, and local emergency management community. Many of our staff members are credentialed with some combination of the certifications provided in the following table.

Also, many of our project management consultants hold various Occupational Safety and Health Administration (OSHA) certifications for safety and other project related activities.

Table B-2: Staff Certifications & Training

Agency/Course	Certification Title
FEMA IS 1	Emergency Program Manager, an Orientation to the Position
FEMA IS 30	Mitigation eGrants System for the Subgrant Applicant
FEMA IS 31	Mitigation eGrants System for the Grant Applicant
FEMA IS 100a	Introduction to the Incident Command System
FEMA IS 120a	An Introduction to Exercises
FEMA IS 200b	ICS for Single Resources and Initial Action Incident
FEMA IS 208	State Disaster Management
FEMA IS 208a	State Disaster Management
FEMA IS 230	Principles of Emergency Management

Agency/Course	Certification Title
FEMA IS 230a	Fundamentals of Emergency Management
FEMA IS 241	Decision Making and Problem Solving
FEMA IS 242	Effective Communication
FEMA IS 253	Coordinating Environmental and Historic Preservation Compliance
FEMA IS 292	Disaster Basics
FEMA IS 386	Introduction to Residential Coastal Construction
FEMA IS 393a	Introduction to Hazard Mitigation
FEMA IS 430	Introduction to Individual Assistance
FEMA IS 546	Continuity of Operations (COOP) Awareness
FEMA IS 547	Introduction to Continuity of Operations
FEMA IS 548	Continuity of Operations Manager
FEMA IS 630	Introduction to Public Assistance
FEMA IS 631	Public Assistance Operations
FEMA IS 632	Introduction to Debris Operations in FEMA's PA Program
FEMA IS 634	Introduction to FEMA's Public Assistance Program
FEMA IS 700	National Incident Management System (NIMS) an Introduction
FEMA IS 9	Section 508 Awareness

This coursework and continuing education allows our employees to remain current with ever-changing policy while earning certifications that will provide them with credibility within the federal, state and local emergency management community.

Subcontractor Participation

Thompson maintains the resources and experience to fulfill the scope of work requested by the City without the need to employ an additional subcontractor. However, should the scope of work expand to include an opportunity to engage additional resources, Thompson will work with the City to identify an appropriate subcontractor. In addition, we often encourage and engage the participation of HUB and/or M/WBE organizations in the communities where we work. As required, we will take all steps to confirm compliance with all applicable Federal or State laws or ordinances for HUB or M/WBE participation, including 2 CFR 200.321.

EXHIBIT B-1: KEY PERSONNEL RESUMES

Jon Hoyle

President

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

BA: International Relations
MBA: Management and Finance

EXPERIENCE

18 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FHWA ER Program | CDBD Disaster Recovery | CDBG Housing

Mr. Hoyle has 18 years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 70 projects under contracts that total over \$1.5 Billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel.

PROJECT EXPERIENCE

Escambia County, Florida, Hurricane Disaster Debris Removal Monitoring, 2020 | Mr. Hoyle served as the principal-in-charge for Escambia County, Florida following Hurricane Sally. He was responsible for over-seeing cost controls for projects and maintaining contract obligations. Thompson provided FEMA reimbursement support as well as debris removal monitoring and substantiation for over 4M cubic yards of construction, demolition, and vegetative debris.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm Mr. Hoyle worked with DTOP to ensure proper procurement measures were in place to solicit and begin disaster debris removal and monitoring services. Ultimately, Thompson began performing debris monitoring services in three DTOP zones. Mr. Hoyle oversaw the establishment of project operations and is responsible for contract obligations and cost controls.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Hoyle served as principal-in-charge during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations and cost controls for all projects. Thompson

provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017 | Mr. Hoyle served as principal-in-charge during Thompson's multi-state mobilization in response to Hurricane Matthew. Thompson conducted debris removal monitoring operations in five (5) states and 23 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

South Carolina Department of Transportation, Severe Flooding, 2015 - 2016 | Mr. Hoyle again served on the Thompson management team during the SCDOT's response to statewide severe flooding. He was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring services on behalf of the SCDOT in 11 counties as well as FEAM PA services to identify and document damages to approximately 600 sites and prepared and submitted both large and small project worksheets totaling over \$35,000,000 and including hazard mitigation measures.

Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015 | Mr. Hoyle served as the Principal-in-Charge during for all projects following a regional ice storm

that impacted Tennessee. He managed and ensured all contracts and task orders were processed and implemented.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 | Winter Storm Pax impacted the State of South Carolina generating widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Hoyle served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Hoyle served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's field monitoring efforts documented and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Virginia Department of Transportation (VDOT), Multiple Locations, Hurricane Recovery Debris Monitoring, 2011 | In the wake of Hurricane Irene the VDOT called upon their pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Hoyle served as the Principal-In-Charge acting as the liaison officer between the VDOT's pre-positioned contractors and the field management team.

Alabama Department of Conservation and Natural Resources (ADCNR), Disaster Management and Debris Monitoring, Alabama, 2011 | Mr. Hoyle served as the Project Manager for the disaster management and debris monitoring at Guntersville, Buck's Pocket, and Morgan's Cove State Parks following the crippling tornados of April 2011. The campgrounds were totally destroyed and massive amounts of debris were scattered in the roadways, trail systems, and fire

lines. At peak, 90 crews were mobilized, managed, and monitored. Contract value totals \$1.5-million.

Calhoun County, Alabama, Tornado Recovery Operations, 2011 | During April of 2011, north/central Alabama, eastern Mississippi, northwest Georgia, and southeast Tennessee, were struck with a record-breaking number of crippling, deadly tornados. Thompson was selected by Calhoun County to provide disaster response and recovery consulting services including grant administration and debris removal monitoring. Mr. Hoyle served as the Principal-In-Charge while supporting the field management team's efforts to aid the County in a swift recovery.

Texas and Louisiana, Hurricane Ike Long Term Recovery, Infrastructure Repair and Grant Management Administration, 2008-2011 | Following the devastating impact that Hurricanes Ike made on the Texas and Louisiana coast, Mr. Hoyle implemented and managed over 15 large long term recovery, infrastructure repair, and grant administration programs in Texas and Louisiana and helping obtain over \$250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as the Port of Galveston, City of Galveston, and Texas Department of Transportation.

Escambia County, Florida, BP Deep-water Horizon Oil Spill Response, 2010 | As oil threatened the beaches and waterways of Escambia County (Pensacola), FL during the summer of 2010, Mr. Hoyle deployed a team responsible for documenting and accounting for over \$10 million of contracted efforts to contain the oil and mitigate the environmental impact the oil spill made on beaches, waterways, and tourism.

Norman, Oklahoma, Ice Storm Deployment, 2008 | Following a crippling ice storm in Norman, Oklahoma in 2008, Mr. Hoyle served as the Principal in Charge for a program to document and account for contracted response, recovery, and debris removal operations initiated by the City. The effort documented and substantiated over \$3 million worth of eligible FEMA and FHWA funding.

Florida and Mississippi, Hurricane Deployment, Hurricane Katrina, 2005-2007 | Mr. Hoyle deployed teams to simultaneously respond to multiple local governments in Florida and Mississippi to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing \$175 million of FEMA and FHWA reimbursement to local governments.

Nathaniel Counsell

Executive Vice President

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

BA: Economics
MBA: International Business

EXPERIENCE

18 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FEMA Severe Repetitive Loss Program | FHWA ER Program | CDBD Disaster Recovery | CDBG Housing

Mr. Counsell has 18 years of experience providing management and oversight for disaster response and recovery efforts throughout the United States. He has managed 80 projects under contracts that total over \$1.5 Billion in recovery efforts that required the mobilization of over 5,000 field and professional personnel.

PROJECT EXPERIENCE

City of Mobile, Alabama, Hurricane Disaster Debris Removal Monitoring, 2020 - 2021 | Mr. Counsell served as the principal-in-charge / corporate resource officer for the City of Mobile following the effects of Hurricane Sally. Severe flooding produced large amounts of construction, demolition, and vegetative debris, and Thompson monitored the removal of over 660,000 CY of debris from the City. Mr. Counsell ensured all projects had the resources necessary to implement monitoring operations including special debris removal programs involving City parks and the environmental preservation of historical flora.

Solid Waste Authority of Palm Beach County (SWA), Hurricane Irma, 2017 - 2018 | Mr. Counsell served as the principal-in-charge / program manager to coordinate debris monitoring and disposal operations throughout the county, this included performing monitoring services for 18 communities within the County and documenting all disposal loads brought to the SWA's landfills. Overall Thompson provided the substantiation for more than 3M cubic yards of debris as a result of Hurricane Irma.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Counsell served as the principal-in-charge / corporate resource officer during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Counsell ensured all projects had the resources necessary to implement monitoring

operations for all projects and programs. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Louisiana Severe Flooding, City of Baton Rouge, Parish of East Baton Rouge and Denham Springs, LA, 2016 - 2017 | Mr. Counsell served as the principal-in-charge / corporate resource officer for the City of Baton Rouge, Parish of East Baton Rouge and Denham Springs disaster recovery operations conducted by Thompson. Each of these communities were severely impacted by massive flooding and required specialized debris removal programs. Recovery operations in the City / Parish of East Baton Rouge resulted in the collection of over 1.9M cubic yards of construction and demolition debris, the largest C&D removal program since Hurricane Katrina. Over 90% of the City of Denham Springs was impacted by flooding resulting in 250,000 CY of debris collected. Both projects also required extended ROW debris removal and Thompson worked with each community to implement a private property debris removal (PPDR) program. Mr. Counsell ensured all projects had the resources necessary to implement monitoring operations for all programs. He also worked closely with the leadership of each community to address public information concerns and worked closely with the debris removal contractors to assist in organized debris removal operations.

South Carolina Department of Transportation, Severe Flooding, 2015 | Mr. Counsell served as the corporate resource officer during the SCDOT's response to statewide severe flooding. Mr. Counsell ensured all projects had the

resources necessary to implement debris removal monitoring in 11 counties throughout the State.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 | Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Counsell served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Counsell served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a \$1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Virginia Department of Transportation (Multiple Locations), Hurricane Recovery and Debris Removal, 2011 | In the wake of Irene, the Virginia Department of Transportation (VDOT) called upon their pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Counsell served as Project Manager for this engagement and oversaw all debris monitoring operations.

Calhoun County, Alabama, Tornado Disaster Debris Monitoring, 2011 | Mr. Counsell served as the Project Manager for disaster debris removal monitoring following the crippling tornados of April 2011. The project involved monitoring right-of-way collection of vegetative and construction and demolition (C&D) debris throughout the

County and administering and monitoring contracted debris removal from private property through a right-of-entry (ROE) program as part of Operation Clean Sweep administered by FEMA and AEMA. Contract value totals \$3-million.

New Orleans, Louisiana, FEMA Funded Commercial and Residential Demolition Program, 2007-2009 | Between 2007 and 2009, Mr. Counsell served as the Program Manager of the City of New Orleans residential and commercial demolition program, helping the City design and implement a multi-phase process for the identification, historical review, decommissioning, demolition, and disposal of over 1,500 residential and commercial structures located throughout the City. The program required coordinated cost tacking to 5 large Project Worksheets totaling over \$50 million in FEMA Public Assistance Funding.

Louisiana and Texas, Hurricane Deployment, Hurricanes Dolly, Gustav, and Ike, 2008-2010 | Following the devastating impact that Hurricanes Dolly, Gustav, and Ike made on the Texas and Louisiana coast, Mr. Counsell deployed, implemented, and executed 10 large scale debris monitoring and grant administration programs in Texas and Louisiana and helped obtain \$250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as Terrebonne Parish, City of New Orleans, and City of Houston.

South Florida, Hurricane Deployment, Hurricane Wilma, 2005-2006 | Mr. Counsell deployed teams to simultaneously respond to 17 local governments in Broward, Miami-Dade, and Monroe County, FL to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing \$175 million of FEMA and FHWA reimbursement to local governments.

Eric Harrison

Vice President / Field Operations

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

BS: Electronic Engineering Technology
Graduate Certificate: Geographic
Information Science

EXPERIENCE

17 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | FHWA ER Program | Demolition Program Management | Occupational Safety and Health Administration Implementation

Mr. Harrison has 17 years of experience assisting communities with disaster response and recovery efforts throughout the United States. He has led and supported multiple debris operations through project management, mobilization of response teams, staging logistics, data management and permitting debris sites. Also, as a geographic information systems (GIS) specialist he has extensive experience in developing zone and routing maps for disaster recovery projects.

PROJECT EXPERIENCE

Hurricane Laura, Disaster Recovery Operations, Louisiana, 2020 | Mr. Harrison served as the program manager for multiple contract activations across Louisiana following Hurricane Laura. He oversaw debris removal operations for eight (8) unique clients ensuring projects had all the necessary resources and adhered to federal, state and local requirements. Overall, Thompson monitored the removal of over 2.4M cubic yards of debris as a result of Hurricane Laura.

Hurricane Michael, Disaster Recovery Operations, Florida and Georgia, 2018 - 2019 | Mr. Harrison served as a program manager during Thompson's response to Hurricane Michael which included over 12 contract activations. Mr. Harrison assigned and managed project and operations managers across all projects and ensured each had the resources necessary to complete efficient and effective debris removal monitoring operations.

Hurricane Florence, Disaster Recovery Operations, North Carolina, 2018 | Mr. Harrison served as a program manager for Thompson's response missions following Hurricane Florence. Clients included the NCDOT, Carteret and Cumberland Counties and the City of Jacksonville. He ensured all projects were staffed appropriately and operating in accordance with federal, state and local requirements.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 | Mr. Harrison served as a program manager overseeing project operations for debris

monitoring services in three DTOP designated zones. He was responsible for ensuring all projects were operating in accordance with federal, state and local requirements and that project managers were operating consistently across the DTOP zones.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Harrison oversaw Thompson's debris removal monitoring operations throughout the State of Florida. He assigned and managed project and operations managers across all projects and ensured each had the resources necessary to complete efficient and effective debris removal monitoring operations. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017 | Mr. Harrison oversaw Thompson's debris removal monitoring operations in five (5) states and 23 unique clients simultaneously. He assigned and managed project and operations managers across all projects and ensured each had the resources necessary to complete efficient and effective debris removal monitoring operations. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 | Winter Storm Pax impacted the State of South Carolina which generated widespread vegetative disaster debris. Thompson was activated by the

South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Harrison served on the Thompson management team responsible overseeing operations, staffing and controls on all active projects. Thompson monitored, documented, and substantiated reimbursement for the removal of 1,000,000 cubic yards of debris and the removal of hazardous limbs from 154,000 hazardous trees.

Hurricane Deployment, Hurricane Sandy, New Jersey, New York, 2012 | Mr. Harrison deployed teams to respond to Hoboken, NJ and Babylon, New York following Hurricane Sandy to provide debris monitoring using ADMS and grant administration assistance. Mr. Harrison performed quality control of field supervisors and monitors utilizing ADMS to certify equipment, credential new monitors, and track debris removal. Concurrently, Mr. Harrison also deployed a field team skilled in ADMS and special programs to manage the extensive documentation associated with the identification, removal, and inventory management of flooded vehicles and vessels in New York City.

Mississippi and Louisiana, Hurricane Deployment, Hurricane Isaac, 2012 | Mr. Harrison deployed teams to simultaneously respond to four local governments in Terrebonne Parish, LA, Denham Springs, LA, Hancock County, MS, and Jackson County, MS to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of nearly 100,000 cubic yards of debris in less than 45 days.

Virginia Department of Transportation (VDOT), Hurricane Irene Recovery Operations, 2011 | Mr. Harrison served as project manager overseeing disaster debris removal operations in the Richmond and Fredericksburg VDOT Districts which included six different residences across the eastern part of state. The recovery efforts included the collection and removal of over 450,000 cubic yards of debris which was tracked and managed with TDMSweb.

City of New Orleans, FEMA Funded Commercial and Residential Demolition Program, New Orleans, LA, 2007-2011 | Between 2007 and 2011, Mr. Harrison served as the Deputy Project Manager of the City of New Orleans Residential and Commercial Demolition Program. He was responsible for preparing applications for two historic review committees for demolition requests and for carrying out all required procedures set forth in City ordinances prior to committee review. Also, using GIS software Mr. Harrison mapped demolition progress and managed a demolition database of

nearly 3,000 properties. The program required coordinated cost tacking to 5 large Project Worksheets totaling over \$50 million in FEMA Public Assistance Funding.

Louisiana and Texas, Hurricane Deployment, Hurricanes, Gustav, and Ike, 2008-2010 | Following the devastating impact that Hurricanes Gustav and Ike made on the Louisiana and Texas coast, Mr. Harrison supported the debris monitoring operations in New Orleans as well as providing GIS support for multiple field operations in Texas.

City of Waveland, Mississippi, Hurricane Deployment, Hurricane Katrina, 2005-2007 | Mr. Harrison served as GIS specialist and assisted the City of Waveland, MS with developing zone maps, conducting damage assessments and leaner and hanger debris removal programs following Hurricane Katrina.

Pembroke Pines, Florida, Hurricane Deployment, Hurricane Wilma, 2005-2006 | Mr. Harrison served as the operations manager and assisted in the deployment of an immediate response team to provide storm debris cleanup and recovery planning on behalf of the City of Pembroke Pines, FL in response to Hurricane Wilma. He also assisted in the development of zone and routing maps for the City's recovery efforts.

South Florida, Hurricane Deployment, Hurricanes Charley, Frances and Jeanne, 2004-2005 | Mr. Harrison was a part of a response team to provide immediate on-site assistance and a wide range of disaster recovery management and storm debris clean-up monitoring services to aid multiple South Florida communities in making a quick recovery. Mr. Harrison assisted with surveying areas for special collection needs such as tree stumps, hazardous trees and construction and demolition (C&D) debris.

TRAINING & CERTIFICATIONS

- Occupation Safety and Health Administration (OSHA) 7600 Disaster Site Worker
- Occupation Safety and Health Administration (OSHA) 10-hour Construction Safety
- Federal Emergency Management Agency (FEMA) IS-700a – NIMS an Introduction
- ArcGIS 9.x and ArcGIS Server 9.x
- ArcGIS Spatial and Network Analyst

Corey Thomas

Vice President / Grants Management Services

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

BS: Communication, Advertising, and Public
Relations
MBA: Finance and Management

EXPERIENCE

14 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Programs (404 and 406) | FHWA ER Program | HUD CDBG Disaster Recovery

Mr. Thomas has 14 years of project management and consulting experience assisting local and state governments in determining and claiming eligible costs under FEMA's Public Assistance program. He has assisted clients with developing project worksheets for all categories of work (A-G) and performed tasks associated with project formulation, scoping, cost estimating, 406 mitigation, project inspection, financial compliance, invoice and cost reconciliation, and appeals.

Presenter: **National Hurricane Conference, 2013 – Debris Monitoring and Contracting Training Workshop**

PROJECT EXPERIENCE

City of Fort Lauderdale, Florida, COVID-19 Economic Recovery & Program Management, 2020 | Mr. Thomas served as the grant management consultant for the City providing support in the recovery of grant funds for the response to the City's pandemic response efforts. Support included Category B cost reimbursement, as well as the identification of additional potential grant funding opportunities.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Thomas served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Thomas conducted project kickoff meetings and coordinated ensured projects had the necessary personnel and equipment to implement monitoring operations. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew State of Florida FEMA PA Consulting 2016 – 2017 | Mr. Thomas provided subject matter expertise while overseeing a team of consultants responsible preparing project worksheets and supporting documentation to

substantiate reimbursement of costs to perform eligible storm-related response and recovery work on behalf of seven Florida communities - Cities of Daytona Beach, St. Augustine, Ormond Beach, Deland, Deltona, Orange City and the Solid Waste Authority of Palm Beach County. In total, over 70 project worksheets substantiating more than \$12 million in FEMA Public Assistance reimbursement will be submitted. Additionally, Thompson developed Hazard Mitigation Grant Program projects and applications to improve public infrastructure for each of our clients.

South Carolina Department of Transportation (SCDOT), Severe Flooding FEMA PA Consulting, 2015 – 2016 | Mr. Thomas provided subject matter expertise to SCDOT leadership while developing and implementing a financial recovery plan to recoup over \$35 million in FEMA Public Assistance (PA) funding. He successfully managed a team of consultants responsible for developing over 200 project worksheets for emergency and permanent work which included repair, replacement and/or mitigation of over 500 damaged roads throughout the state.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax FEMA PA Consulting, 2014 - 2015 | Winter Storm Pax impacted the State of South Carolina which generated widespread vegetative disaster debris. Thompson was activated by the SCDOT to provide FEMA PA consulting services related to the debris removal missions being

performed throughout the State. Mr. Thomas assisted the SCDOT with the application of over \$250 million in FEMA Category A reimbursement using alternative procedures in accordance with the Sandy Recovery Improvement Act of 2013. The effort included the consolidation of debris removal and monitoring data from five debris removal contractors and three monitoring firms for work completed in an 18 county area in order to obtain an increased federal cost share on behalf of SCDOT for performing an accelerated debris removal mission.

Middlesex County Utilities Authority, NJ, FEMA Public Assistance Consulting, Hurricane Sandy, 2012-2013 | Mr. Thomas provided FEMA PA consulting services to MCUA to assist the Authority with development of PWs to capture costs associated with debris removal, emergency protective measures, and permanent work. The MCUA suffered damages to sewage pumping stations estimated at over \$200 million. Mr. Thomas continues to provide PA and HMA support to help the Authority properly navigate FEMA policy requirements and federal regulations.

City of Fort Lauderdale, Florida, FEMA Public Assistance Consulting, Hurricane Wilma, 2012 | Following hurricanes Wilma and Katrina in 2005, The City of Fort Lauderdale sustained widespread damage generating large amounts of debris throughout the City, particularly in parks and along beaches. In 2012, following a federal OIG audit of the City's FEMA project worksheets, approximately \$10 million in funding for debris removal activities was de-obligated. Mr. Thomas assisted the City in collecting project documentation, preparing a formal appeal, and submitting to FDEM and FEMA Region IV. The State has supported the City's claims and FEMA approval of the \$10 million appeal is expected in early 2013.

Clark County, Indiana, FEMA Public Assistance Consulting, Severe Storms and Tornadoes, 2012 | A massive EF-4 tornado caused widespread damage across a 20 mile long path in Clark County, IN on March, 2nd 2012, generating an estimated 1.2 million cubic yards of debris and over \$40 million in damage. Responding to the County and State Incident Command Centers just days after the storm, Mr. Thomas served as grant management consultant, participating in debris operations and long-term FEMA PA program administration including PW preparation and audit and close-out support.

City of Tuscaloosa, Alabama, FEMA Hazard Mitigation Grant Program Consulting, Severe Storms and Tornadoes, 2011 | The City of Tuscaloosa was struck by one of the most deadly tornado outbreaks in recent history in April, 2011. Mr. Thomas served as a grant management consultant, preparing

applications for ten community safe rooms to be funded by the HMGP. The safe rooms will provide shelter to over 2,000 residents and City employees during future emergencies.

City of Daytona Beach, Florida, FEMA Public Assistance Consulting, Severe Storms and Flooding, 2009 | The City of Daytona Beach was struck by severe storms and record rainfall during May, 2009. Thousands of labor and equipment hours associated with emergency response efforts, as well as costs associated with permanent repairs were incurred. Mr. Thomas assisted the City in identifying eligible costs and preparing PWs for Categories A-E and provided support throughout project implementation and closeout preparation.

Port of Galveston, Texas, FEMA Public Assistance Consulting, Hurricane Ike, 2009-2011 | During Hurricane Ike, the Port of Galveston's infrastructure was inundated with floodwaters caused by record storm surge. While the Port experienced over \$100 million of damages as a result of the storm, not all damages were evident immediately following the event. Mr. Thomas identified additional eligible projects and prepared small and large project PWs to provide the Port with additional FEMA PA funding as well as prepare for grant closeout.

TRAINING & CERTIFICATIONS

- FEMA IS-30: Mitigation eGrants System for the Subgrant Applicant
- FEMA IS-100a: Introduction to the Incident Command System
- FEMA IS-208a: State Disaster Management
- FEMA IS-230: Principles of Emergency Management
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS-393a: Introduction to Hazard Mitigation
- FEMA IS-630: Introduction to Public Assistance
- FEMA IS-631: Public Assistance Operations
- FEMA IS-632: Introduction to Debris Operations in FEMA's PA Program
- FEMA IS-634: Introduction to FEMA's Public Assistance Program
- FEMA IS-700a: National Incident Management System, An Introduction

Daniel Gardner

Vice President / Data Operations

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

BSBA: Management Information Systems
MBA: Finance and Management

EXPERIENCE

14 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FEMA Severe Repetitive Loss Program | CDBD Disaster Recovery | CDBG Housing

Mr. Gardner has served a program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately \$160 million. His extensive understanding of the eligibility requirements, regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement. He provides oversight throughout grant and project implementation and is intimately familiar with such activities as application development, public outreach, environmental review, vendor procurement, project and process monitoring, fair housing and Davis Bacon compliance, project closeout and program audits.

Mr. Gardner has assisted clients obtain funding from multiple federally funded grant programs including the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program and the FEMA Hazard Mitigation Grant Program (HMGP).

PROJECT EXPERIENCE

Grant Parish, Louisiana, Hurricane Laura Disaster Recovery Operations, 2020 - 2021 | Mr. Gardner served as the Data Manager overseeing all data operations for Grant Parish following the severe effects of Hurricane Laura. He was responsible for daily ticket reviews, data reconciliation and validation, daily reporting and contractor invoice tracking. Overall, Thompson has monitored and documented the removal of over 1.1M cubic yards of debris from the Parish.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm DTOP selected Thompson to perform debris monitoring services in three DTOP zones. Mr. Gardner served as Data Manager and was responsible for overseeing all daily ticket review, detailed road review and daily reporting. In addition, Mr. Gardner performs all contract review and invoice reconciliation.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Gardner served as the lead Data

Manager overseeing Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for all QA/QC activities as well as contractor invoice reconciliation. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew, Data Management Operations, 2016 - 2017 | Mr. Gardner oversaw Thompson's data management operations, to include daily reporting, ticket/data review and invoice reconciliation for all projects activated as a result of Hurricane Mathew. Following the hurricane, Thompson was activated in five (5) states and 23 unique clients simultaneously. Managing a team of data administrators, Mr. Gardner ensured each client received customized daily reporting within 24 hours of debris removal operations beginning. He also worked closely with eight (8) different debris contractors to review and reconcile debris removal invoices and provide payment recommendations to each client. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016 | The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner served on the on-site project kickoff team and managed the data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data and produced reports for the Counties including a daily summary, cost estimation and contractor summary.

Putnam, Fentress and Overton Counties, Tennessee, Severe Winter Storm, 2015 | Mr. Gardner served on the on-site project kickoff team and managed the data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data and produced reports for the Counties including a daily summary, cost estimation and contractor summary. Additionally, Mr. Gardner worked with the debris hauler to reconcile all project data for invoicing and provided payment recommendations to the Counties. All data was submitted to FEMA in a Project Worksheet ready package for immediate review and submission for reimbursement.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 | In February of 2014 Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Gardner managed the Thompson data management team responsible for validation and reporting of all project data. He was also responsible for data reconciliation and contractor invoicing. Thompson monitored, documented, and substantiated reimbursement for the removal of 2,000,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012-2013 | The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Mr. Gardner assisted with the oversight and coordination of debris removal operations immediately following the hurricane, and served as the Senior Grant Consultant during preparation the City's FEMA Project Worksheets.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1

strength winds and 24 hours of sustained rainfall. Mr. Gardner served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a \$1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

City of Tuscaloosa, Alabama, Public Assistance and Long Term Recovery Grant Program, 2011 | The City of Tuscaloosa was impacted by multiple large and small tornadoes in April, 2011. The largest tornado flattened a one mile by six mile swath of the City causing an estimated \$85M in damage. Critical infrastructure was damaged and hundreds of residents lost their homes and property during the event. Mr. Gardner aided the City secure federal funding across several grant programs including CDBG, to assist with the rebuilding of lost public housing while focusing on the goal of energy efficiency and sustainability.

TRAINING & CERTIFICATIONS

- Homeland Security Exercise and Evaluation Program (HSEEP)
- FEMA IS-31: Mitigation eGrants System for the Grant Applicant
- FEMA IS-100a: Introduction to the Incident Command System
- FEMA IS-208a: State Disaster Management
- FEMA IS-230: Principles of Emergency Management
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS-386: Introduction to Residential Coastal Construction
- FEMA IS-559: Local Damage Assessment
- FEMA IS-631: Public Assistance Assessment
- FEMA IS-632: Introduction to Debris Operations in FEMA's PA Program
- FEMA IS-634: Introduction to FEMA's Public Assistance Program
- FEMA IS-700a: National Incident Management System (NIMS) An Introduction
- FEMA IS-922: Applications of GIS for Emergency Management

Wesley Holden

Senior Vice President / ADMS Operations

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

BS: Management Information Systems

EXPERIENCE

18 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406)

Mr. Holden has 18 years of experience providing data management and disaster recovery software application development for disaster response and recovery efforts throughout the United States for a broad range of local and state government clients.

PROJECT EXPERIENCE

Iowa, Midwest Derecho Disaster Recovery Response, 2020 - 2021 | Following an unprecedented derecho that caused devastating damage statewide, Thompson was activated by the Iowa Department of Homeland Security and Emergency Management and the City of Bertram to provide debris removal monitoring services. Mr. Holden was responsible for overseeing the deployment of all equipment and personnel needed to begin debris monitoring operations and provided oversight of the implementation of Thompson's automated debris management system (ADMS). Overall, Thompson monitored the removal of over 425,000 cubic yards of debris resulting from the derecho event.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Holden oversaw Thompson's ADMS deployment during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Holden ensured all projects had the equipment and personnel necessary to perform monitoring operations utilizing Thompson's ADMS for all projects and programs. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017 | Mr. Holden oversaw Thompson's ADMS deployment in five (5) states and 23 unique clients simultaneously as a result of Hurricane Matthew. He assigned and managed a team of ADMS operators across all projects.

This effort included the setup, distribution and management of more than 500 ADMS handheld and hip printer units which enable real-time data collection of debris monitoring operations. Overall, Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

Chatham County, Georgia, Hurricane Matthew Recovery Operations, 2016 - 2017 | Mr. Holden served as the project manager for debris removal monitoring services on behalf of Chatham County following Hurricane Matthew. He worked closely with the County and the debris removal contractor to ensure right-of-way (ROW), hazardous tree and limb, and private property debris removal (PPDR) programs were performed efficiently and in accordance with federal and state regulations. Thompson substantiated the removal of over 1,400,000 cubic yards of vegetative debris.

South Carolina Department of Transportation, Severe Flooding, 2015 | Following severe statewide flooding in South Carolina, SCDOT contracted Thompson to provide debris removal monitoring services in 11 counties throughout the State. Mr. Holden provided oversight of the implementation of Thompson's automated debris management system (ADMS), the Thompson Data Management Suite, and our handheld field units, TDMSmobile across all projects throughout the State.

Mississippi Department of Transportation, Road Sign Tracking Analysis, 2015 | The Mississippi Department of Transportation (MDOT) contracted Thompson to conduct an analysis of current roadway sign shop operations, systems

integration of roadway sign shop operations, field maintenance operations, data gathering, and creation of standard operating procedures of roadway sign creation and maintenance. Mr. Holden served as Project Manager and ensured project deliverables were completed and presented to MDOT stakeholders in accordance with the project task order.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 | Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Holden provided oversight of the implementation of Thompson's automated debris management system (ADMS), the Thompson Data Management Suite, and our handheld field units, TDMSmobile. Overall Thompson deployed 450 units to document and substantiate reimbursement for the removal of an over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees throughout the State.

Town of Babylon, New York, Hurricane Sandy Recovery Operations, 2012 -2013 | Following the devastating landfall of Hurricane Sandy, Mr. Holden provided oversight of the implementation of Thompson's automated debris management system (ADMS), TDMSmobile, which was utilized to track a number of different inventory metrics associated with the Town's debris removal program, including equipment deployed, trucks assigned to different work zones, debris types removed, debris collection locations, and recyclable material recovered.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Holden served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a \$1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Clark County, Indiana, Tornado Recovery Operations, Data Management, 2012 | Mr. Holden managed a team tasked with supporting data entry, document scanning and data management to track and report debris removal operations for Clark County. He was also in charge of debris hauler invoice reconciliation and payment recommendations.

Calhoun County, AL, Tornado Recovery Operations, 2011 | Mr. Holden served as the County's project manager during the disaster debris removal monitoring efforts following the April 2011 tornadoes. He was in charge of overseeing collection operations for the County to ensure that all debris removal and monitoring was within federal regulations.

Texas, Hurricane Ike Data Management, 2008-2009 | Following Hurricane Ike, Mr. Holden managed a team tasked with supporting data entry, document scanning, and data management to track and report debris removal operations for multiple municipalities and counties throughout Texas. At the peak of the engagement, Mr. Holden was tasked with managing the scanning and entry of over 250,000 documents and images per day.

City of New Orleans, FEMA Funded Commercial and Residential Demolition Document Management, New Orleans, LA, 2007-2009 | Between 2007 and 2009, Mr. Holden helped design a software application to electronically store critical field documents that supported a multi-phase process for the identification, historical review, decommissioning, demolition, and disposal of over 1,500 residential and commercial structures located throughout the City of New Orleans.

Mississippi, Hurricane Katrina, Data Management 2005-2007 | Following the devastating impact that Hurricanes Katrina made on the Mississippi coast, Mr. Holden managed a data management operation responsible for inputting, tracking, and reporting the quantities of debris removed and disposed of by the United States Army Corps of Engineers contractors throughout the State of Mississippi.

TECHNOLOGY EXPERTISE

- Enterprise Web, Accounting and Document Management Applications
- ASP.Net, VB.Net, C#, JavaScript, HTML, Visual Studio, Source Control
- SQL Server, T-SQL, Stored Procedures, Index Tuning, Performance Management

Nicole Lehman

Director of Client Services / Program Manager

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

BA: Psychology and Spanish

EXPERIENCE

15 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program | CDBG Disaster Recovery | CDBG Housing

Ms. Lehman has 15 years of experience providing grant and program management support and oversight for disaster response and recovery efforts throughout the United States. Following Hurricane Ike, she managed multiple projects for Galveston County and the City of Galveston, the most heavily impacted communities by the storm.

Presenter: **National Hurricane Conference, 2013 – Debris Monitoring and Contracting Training Workshop**

PROJECT EXPERIENCE

Escambia County, Florida, Hurricane Disaster Recovery Operations, 2020 - 2021 | Ms. Lehman served as a program manager during the recovery operations and response by Escambia County following Hurricane Sally. She was responsible for ensuring all projects had the adequate resources necessary for completion, and that all projects were adhering to all federal, state, and local requirements. As the County's stand-by debris monitoring service provider, Ms. Lehman has provided planning support and preparedness services to the County.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2019 | Ms. Lehman served as a program manager overseeing project operations for debris monitoring services in three DTOP designated zones. She was responsible for ensuring all projects were operating in accordance with federal, state and local requirements.

Fort Lauderdale, Florida, Hurricane Irma Disaster Recovery, 2017 | Ms. Lehman served as program manager for Fort Lauderdale's recovery efforts following Hurricane Irma. Thompson monitored the removal of over 600,000 cubic yards of vegetative and construction and demolition debris, as well as the removal of hazardous limbs from 13,000 trees and the complete removal of over 450 hazardous leaning trees. In addition, Thompson implemented a sand recovery and screening operation to return the displaced sand to the public

beaches. She coordinated closely with the City and the debris removal contractors to implement and carry out debris removal programs.

City of Daytona Beach, Florida, Disaster Debris Management Plan Update, 2015 | Ms. Lehman led a planning team in the update of the City's Disaster Debris Management Plan. The update included ensuring the plan met new FEMA policy and procedure guidance as well as a review and update of the City's debris management roles and responsibilities and the debris collection and monitoring strategies.

Alabama Department of Transportation Southwest Region, Disaster Debris Management Plan, 2014 - 2015 | Ms. Lehman assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the ALDOT Southwest Region. She worked closely with the Region to develop the debris collection and monitoring strategies included in the plan. In addition Ms. Lehman reviewed debris management site options throughout the Region.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 | Ms. Lehman is currently serving as operations manager for the SCDOT debris removal monitoring mission in Georgetown County. She is in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County.

Georgetown County, South Carolina, Winter Storm Pax Recovery Operations, 2014 | Ms. Lehman served as the operations manager for debris removal monitoring operations in Georgetown County. She was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on County maintained roadways.

City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012-2013 | The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Ms. Lehman has served as the City's Project Manager for debris operations immediately following the hurricane, and PA Consultant in preparing the City's FEMA Project Worksheets. Additionally, Ms. Lehman assisted in the preparation of the City's Emergency Operations Plan, to help prepare the City and all department personnel to respond during future disaster events.

Trinity Bay Conservation District, Texas, FEMA PA Project Worksheet Close-out and Audit Preparation, 2012 | Ms. Lehman served as Grant Management Specialist for the final reconciliation of expenditures to grant funds received for Hurricane Ike bridge and facility replacements. Ms. Lehman organized all supporting documentation for project worksheets and prepared projects for close-out and federal audit.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Ms. Lehman served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA.

Trinity Bay Conservation District, Texas, Disaster Debris Management Planning, 2012 | Ms. Lehman assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the Trinity Bay Conservation District in Chambers County, Texas to ensure increased eligibility for federal PA cost-share in accordance with recent changes to FEMA's PA Pilot Program.

City of Tuscaloosa, Alabama, Severe Storms, Tornadoes, Straight-line Winds, and Flooding, 2011 | Ms. Lehman served as project manager for the City of Tuscaloosa, Alabama and ran the FEMA Public Assistance (PA) and assisted the City with the

design and implementation of Housing Demolition Programs following the April 2011 tornadoes that devastated the City and caused an estimated \$85M in damages.

Escambia County, Florida, BP Deepwater Horizon Oil Spill Response, 2010 | Ms. Lehman served as Program Manager of a program designed to minimize the impact that the BP oil spill made on Escambia County's (Pensacola area) beaches, waterways, and tourism. During this effort, over \$1.5 million in claims for oil containment and public outreach were documented and substantiated. Ms. Lehman coordinated and documented the efforts of participating local, state, federal, and private to substantiate the BP claims.

City of Galveston, Texas, Standing Dead Tree Removal Program, Hurricane Ike, 2009-2010 | Following Hurricane Ike, Ms. Lehman monitored a contracted program to remove over 10,000 standing dead trees throughout the City that were killed as a result of saltwater inundation. The monitoring and documentation efforts substantiated over \$3.5 Million in FEMA PA funding. In addition, Ms. Lehman worked with Galveston County to monitor and document over \$62 million worth of debris removal programs including sand removal, vessel recovery, and private property debris removal.

Galveston County/Bolivar, Texas, ROW Debris Removal and Specialized PPDR Programs Following Hurricane Ike, 2008-2009 | Ms. Lehman served as the Project Manager for Galveston County, including the Bolivar Peninsula and eleven cities within the County following Hurricane Ike. Ms. Lehman oversaw disaster debris removal programs and assisted the County with planning and implementing specialized voluntary and involuntary PPDR programs under which debris, sand, vessels, and hazardous materials were removed from over 1500 private properties on the Bolivar Peninsula and mainland Galveston County.

TRAINING & CERTIFICATIONS

- HAWOPER 40-hour Certification
- OSHA 30-hour Certification
- ISO 9000
- Applying for Federal Grants and Cooperative Agreements for Recipients Certificate
- FEMA IS 700.a – National Incident Management Systems (NIMS) an Introduction

Patrick Gardner

GIS Manager

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

BS: Marine Science
MS: Fisheries and Aquatic Sciences

EXPERIENCE

9 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B)

Mr. Gardner brings GIS and data management experience from the State University System of Florida. He oversaw data collection and processing for state and federally funded research projects. During this time, he worked both locally and internationally to complete grant deliverables. These deliverables included the creation of publication quality maps and figures which communicated complex spatial data into clear and coherent representations. Most recently, Mr. Gardner assists with data management, invoice reconciliation, and GIS analysis.

PROJECT EXPERIENCE

City of Mobile, Alabama, Hurricane Sally Recovery Operations, 2020 - 2021 | Mr. Gardner served as the GIS manager for the City following Hurricane Sally. He was responsible for coordinating with the City to provide geospatial analysis and maps and figures representing City-wide debris monitoring operations data. Overall, Thompson monitored the removal of over 850,000 cubic yards of debris from the City.

Hurricane Michael, Disaster Recovery Operations, Florida and Georgia, 2018 - 2019 | Mr. Gardner provided GIS and data management services during Thompson's mobilization in response to Hurricane Michael which included over 12 contract activations. Mr. Gardner coordinated with each community to establish eligible roadway maps and was responsible for mapping data points through GIS and providing support to the QA/QC team.

Hurricane Florence, Disaster Recovery Operations, North Carolina, 2018 | Mr. Gardner provided GIS support for all of Thompson's projects following Hurricane Florence, including the NCDOT, Carteret and Cumberland Counties and the City of Jacksonville. Mr. Gardner also provided geospatial analysis utilizing Thompson's drone capabilities to measure and substantiate disaster debris piles.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Gardner provided GIS and data management services during Thompson's state-wide

mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for mapping data points through GIS and providing support to the QA/QC team. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Sevier County, Tennessee, Chimney Tops 2 Wildfire, 2016 - 2018 | Mr. Gardner served as the onsite project manager overseeing debris monitoring services for right-of-way tree removal of standing dead trees as a result of the 2016 wildfires which burned over 17,000 acres and destroyed more than 2,400 properties. In addition, Mr. Gardner administered the private property debris removal program established to eliminate hazardous conditions located on private property.

Dare County and included municipalities, North Carolina, Hurricane Matthew, 2016 | Dare County activated Thompson to provide debris removal monitoring services to the county and local municipalities following Hurricane Matthew. Mr. Gardner assisted with data management and invoice reconciliation.

South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016 | The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner assisted with data reporting and invoice reconciliation tasks throughout the projects.

Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015 | Mr. Gardner assisted with data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data for the Counties. All data was submitted to FEMA in a Project Worksheet ready package for immediate review and submission for reimbursement.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 | In February of 2014, Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Gardner assisted with the data management and invoice reconciliation. Thompson monitored and substantiated reimbursement for the removal of approximately 2,000,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

Brevard County, FL, Hurricane Sandy Beach Renourishment, 2013 - 2014 | Federal funding following Hurricane Sandy provided funding for Beach renourishment on Florida's east coast. While working for Land and Sea Surveying Concepts Inc., Mr. Gardner acted as surveying technician using real-time kinematic GPS to produce 1000 m beach elevation transects before and after sand renourishment.

Environmental Project Experience

Exploration, Habitat Characterization, and Coral Health Assessment in Flower Garden Banks National Marine Sanctuary, 2015 -2016 | Mr. Gardner served as a Research Coordinator at Harbor Branch Oceanographic Institute at Florida Atlantic University. While assisting with this project in the lab, Mr. Gardner used transect photos to characterize habitat on shallow and mesophotic reefs. Field collections included technical diving to 170 fsw collect live coral tissue for RNA sequencing analyses.

Development of Fisheries Independent, Habitat-Based indices of Abundance for Pre-Reproductive Gag Grouper in the Northeastern Gulf of Mexico, 2013 - 2015 | As a research assistant Mr. Gardner performed counts of gag grouper on artificial reefs using closed-circuit rebreathers. He interpreted and classified side scan SONAR data, constructed sampling regimes, validated and analyzed data for use by resource managers, and created publication quality maps in ArcGIS.

Impact of invertebrate grazers on freshwater algae in Kings Bay, FL, 2013 - 2015 | As a research assistant, Mr. Gardner

conducted fieldwork collecting freshwater invertebrate grazers and implemented lab studies to determine grazing rates on freshwater algae.

Reproductive Biology of Invasive Lionfish (Pterois volitans/miles complex) from Little Cayman Island, 2013 - 2014 | Mr. Gardner developed, implemented, and published results determining spawning seasonality, frequency and batch fecundity of invasive lionfish. This project was completed in fulfillment of his master's degree at the University of Florida. (Peer reviewed publication: Gardner PG, Frazer TK, Jacoby CA, Yanong RPE. 2015. Reproductive biology of invasive Lionfish (Pterois volitans) from Little Cayman. Frontiers in Marine Science 2:7).

Assessing Organic Soil Amendments in Saltwater Marsh Restoration, 2007 - 2009 | While a student at Eckerd College, Mr. Gardner served as a research assistant working in the field to collect plant biomass, invertebrate, and water samples. In the lab, he performed sulfide analysis, prepared plant biomass for nitrogen analysis, and composed a research paper on the effects of sulfides on wetland plants. In a supervisory role, he trained volunteers and interns for various project tasks.

TRAINING & CERTIFICATIONS

- Federal Aviation Administration Certified Remote Pilot for Small Unmanned Aircraft Systems
- U.S. Environmental Protection Agency Scientific Diver
- NAUI SCUBA Instructor
- Department of the Interior Motorboat Operations Certification Course
- First Aid, CPR, Oxygen Delivery, and Blood Borne Pathogens
- GIS Applications for Natural Resource Management, Florida Sea Grant

Colin Keogh

Project / Operations Manager

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EXPERIENCE

8 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program

Mr. Keogh has 8 years of experience supporting and managing debris monitoring operations throughout the United States. He has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

PROJECT EXPERIENCE

Louisiana Department of Transportation and Development (LADOTD), Hurricane Ida Disaster Recovery Operations, 2021

| Thompson was assigned to District 62 and 61, and immediately began implementing debris monitoring operations following the receipt of a notice-to proceed. Mr. Keogh served as operations manager for District 61 where the removal of over 314,000 CY of debris was documented. Thompson performed right-of-way (ROW) debris removal monitoring and documented the removal of hazardous hanging limbs, leaning trees, and stumps in each District.

City of Gulf Shores, Alabama, Hurricane Sally Disaster Recovery Operations, 2020 - 2021

| In the aftermath of the hurricane, the City performed an emergency procurement and selected Thompson to provide disaster debris removal monitoring services. Upon notice to proceed, Thompson immediately responded to the City to begin on-boarding and training local residents as debris removal monitors. Mr. Keogh served as the operations manager overseeing day-to-day operations for all monitoring programs throughout the City. Ultimately, Thompson documented the removal of over 656,000 CY of debris from the City, including from waterways, canals/streams and State parks..

Grant Parish, Louisiana, Hurricane Laura Disaster Recovery Operations & FEMA PA 2020

| Mr. Keogh served as the field supervisor following Hurricane Laura, one of the most devastating Category 4 hurricanes to affect the state of Louisiana. Thompson monitored the removal of over 1,173,000 cubic yards of vegetative, construction and

demolition debris, as well as the removal of hazardous limbs from 28,390 trees and the complete removal of over 1178 hazardous leaning trees.

Butte County, California, Wildfire Recovery Operations, 2019

| Mr. Keogh served as the task force leader for debris removal efforts following the devastating wildfires that swept Northern California. Colin was in charge of overseeing day-to-day debris removal monitoring operations throughout Butte County. The County performed private property debris removal administration, emergency road clearance and debris removal operations and right-of-way collection of vegetative and construction and demolition (C&D) debris throughout the affected areas.

North Carolina Department of Transportation (NCDOT), Hurricane Florence, ROW and Debris Removal, 2018 - 2019

| Mr. Keogh served as the field supervisor overseeing day-to-day debris removal monitoring operations throughout North Carolina, focusing on Caswell County, following Hurricane Florence. The NCDOT performed hazardous tree and stump removal, emergency road clearance and debris removal operations and right-of-way collection on NCDOT maintained roadways.

City of Casselberry, Florida, Hurricane Irma Recovery Operations, 2017 - 2018

| Mr. Keogh served as the operations manager for debris removal monitoring efforts on behalf of the City. He was in charge of overseeing day-to-day operations for all monitoring programs including right-of-way (ROW) debris removal and dangerous leaner/hanger removal. Thompson substantiated over 30,000 CY of debris from the City.

Aiken County, South Carolina, Winter Storm Pax Disaster Recovery, 2014 | In February of 2014 Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by Aiken County to provide debris removal monitoring services. Mr. Keogh served as the field supervisor responsible for overseeing debris removal monitoring programs within Aiken County. The County performed ROW debris removal, hazardous trees and limb removal, and a waterway debris removal program throughout the historic Horse Creek Trail. Overall, more than 1,400,000 cubic yards of debris was substantiated by Thompson in Aiken County.

TRAINING & CERTIFICATIONS

- FEMA Professional Development Series (consists of 7 different courses)
- LADOTD Traffic Control Supervisor Certification
- OSHA 29 CFR 1910.120 40 Hour HAZWOPER
- HAZWOPER Supervisor
- Certified Occupational Safety and Health Professional
- Certified Occupational Safety and Health Trainer

Gary Brooks

Field Operations Supervisor

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

MILITARY EXPERIENCE

United States Marine Corps

EXPERIENCE

17 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | FHWA ER Program

Mr. Brooks has 17 years of experience managing debris monitoring operations throughout the United States. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Brooks has worked extensively on large scale debris reduction sites, including a temporary site in Pensacola, Florida that reduced over 1,000,000 cubic yards of Construction and Demolition debris following Hurricane Ivan. Mr. Brooks also has extensive experience Leaner, Hanger, and Stump Removal, Vessel Recovery and Waterways Debris Removal monitoring programs.

PROJECT EXPERIENCE

Escambia County, Florida, Hurricane Sally Disaster Recovery Operations, 2020 - 2021 | Mr. Brooks served as the operations manager overseeing day-to-day operations for all debris monitoring operations including special projects such as public parks debris removal within the County and Private Property Debris Removal (PPDR) efforts. Thompson monitored the collection and removal of over 4.4M cubic yards of vegetative and construction and demolition debris from the County.

Gadsden County, Florida, Hurricane Michael Recovery Operations, 2018 - 2019 | Mr. Brooks served as the operations manager for debris removal monitoring efforts in Gadsden County, Florida, following Hurricane Michael. He was in charge of overseeing day-to-day operations for all monitoring programs including right-of-way (ROW) debris removal and hazardous tree and stump removal on County maintained roadways. Overall, approximately 1.5M cubic yards of debris was collected from the County.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Mr. Brooks served as the operations manager overseeing day-to-day debris removal monitoring operations from the North DTOP Zone.

Solid Waste Authority of Palm Beach County (SWA), Hurricane Irma, 2017 - 2018 | Mr. Brooks served as the project manager to coordinate debris monitoring and disposal operations throughout the County including performing

monitoring services for 18 communities within the County and documenting all disposal loads brought to the SWA's landfills. Overall, Thompson provided the substantiation for more than 3M cubic yards of debris as a result of Hurricane Irma.

South Carolina Department of Transportation, Hurricane Matthew Recovery Operations, 2016 - 2017 | Mr. Brooks served as project manager for debris removal monitoring services on behalf of SCDOT following Hurricane Matthew. Mr. Brooks oversaw debris monitoring operations in seven counties, including Colleton, Darlington, Florence, Horry, Orangeburg, Sumter and Williamsburg. These operations substantiated the removal of over 956,000 cubic yards of vegetative debris.

South Carolina Department of Transportation, Lexington and Richland Counties, South Carolina, Severe Flooding Recovery Operations, 2015 | Mr. Brooks served as operations manager for debris removal monitoring in Lexington and Richland Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

Putnam County, Tennessee, Severe Winter Storm Recovery Operations, 2015 | Mr. Brooks served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Putnam County. The County performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 | Mr. Brooks

served as the operations manager for the SCDOT debris removal monitoring mission in Williamsburg County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County.

Alabama State Port Authority, Hurricane Isaac Recovery, Wetland Debris Removal Monitoring, 2013 | Mr. Brooks served as operations manager and field supervisor overseeing the debris removal monitoring effort in the ASPA Arlington Park wetlands in Mobile, AL. Debris impacting the 27-acre wetlands consisted of an up to four foot thick layer of logs and wood debris carried into the park by the storm surge in late August 2012. The FEMA-funded debris program involved specialized, low-impact debris removal techniques in accordance with the United States Corps of Engineers permit. A total of 771 cubic yards of debris was successfully removed, allowing for the recovery of the wetlands.

Denham Springs, Louisiana, Hurricane Isaac Recovery Operations, 2012 | Mr. Brooks served as an operations manager for debris removal monitoring efforts on behalf of Denham Springs following the landfall of Hurricane Irene. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance and debris removal operations and right-of-way collection of over 9,300 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas.

Clark County, Indiana, Tornado Recovery Operations, 2012 | Mr. Brooks served as an operations manager for debris removal efforts following the devastating February severe weather incident which swept through the County and surrounding areas. He was in charge of overseeing day-to-day operations for all monitoring staff throughout the County.

City of Portsmouth, Virginia, Hurricane Irene Recovery Operations, 2011 | Mr. Brooks served as field supervisor overseeing disaster debris removal operations for the City of Portsmouth, VA following Hurricane Irene. The recovery efforts included the collection and removal of over 50,000 cubic yards of debris from the City.

Alabama Department of Conservation and Natural Resources, Tornado Debris Removal Monitoring, 2011 | The devastating tornados in the spring of 2011 ripped through the State of Alabama and ravaged two of the state parks. Mr. Brooks served as the parks field supervisor to oversee field monitors tasked to monitor the removal and reduction of thousands of damaged trees in compliance with FEMA 325 and 327 guidelines.

City of Baytown, Texas, Hurricane Debris Removal Monitoring, 2008 | In 2008, Mr. Brooks served as the field project manager on the City of Baytown debris monitoring effort. Mr. Brooks' monitoring team oversaw, monitored, and documented the removal of over 1,000,000 cubic yards of storm debris by two prime contractors. Mr. Brooks also coordinated with the City, State, and FEMA to monitor the removal of derelict vessels displaced by the Hurricane Ike storm surge onto public property.

Town of Amherst, New York, Snow Storm Debris Removal Monitoring, 2006 | Following an unusual snow storm that collapsed the pre-fall vegetative canopy in Western New York in 2006, Mr. Brooks served as a field operations supervisor for the Town of Amherst's debris removal monitoring program. The effort monitored, documented, and secured FEMA funding for the removal of over 900,000 cubic yards of vegetative storm debris as well as damaged trees, and hanging limbs from the Town's Right-of-Way.

Escambia County, Florida, Hurricane Debris Disposal Monitoring, 2004 | Following the devastating impact that Hurricane Ivan made on Escambia County, Mr. Brooks served as the Debris Management Site (DMS) manager for Bronson Field, a former U.S. Military base that served as the largest DMS to support Escambia County's debris removal program. County-wide, three prime contractors removed nearly 8,000,000 cubic yards of vegetative and construction and demolition debris, nearly 30% of which was processed and reduced at Bronson Field.

TRAINING & CERTIFICATIONS

- Occupation Safety and Health Administration (OSHA) 30-hour Construction Safety
- Occupation Safety and Health Administration (OSHA) 10-hour Construction Safety
- Federal Emergency Management Agency (FEMA) IS-700a – NIMS An Introduction

Raul Cardenas

Field Operations Supervisor

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

BA: Political Science
MA: Liberal Studies – Political Theory

EXPERIENCE

17 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program

Mr. Cardenas has 17 years of experience supporting and managing debris monitoring operations throughout the United States. He has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

PROJECT EXPERIENCE

City of Mobile, Alabama, Hurricane Sally Disaster Recovery Operation, 2020 - 2021 | Hurricane Sally inundated the Gulf Coast with heavy rains and damaging winds causing large amount of disaster debris. Mr. Cardenas served as the operations manager for the City and monitored all debris removal operations including right-of-way (ROW) removal projects and hazardous tree and limb removal projects. Overall, Thompson monitored the removal of over 848,000 cubic yards of debris from the City.

Aransas County, Texas, Hurricane Harvey Recovery Operations, 2017 – 2018 | Mr. Cardenas served as the project operations manager for debris removal monitoring services on behalf of Aransas County following Hurricane Harvey. Mr. Cardenas oversaw day-to-day operations of the extensive right-of-way (ROW), parks, and private property debris removal (PPDR) programs. Thompson substantiated the removal of over 2.8 million cubic yards of vegetative debris.

Chatham County, Georgia, Hurricane Matthew Recovery Operations, 2016 – 2017 | Mr. Cardenas served as senior operations manager for debris removal monitoring services on behalf of Chatham County following Hurricane Matthew. Mr. Cardenas oversaw day-to-day operations of the extensive right-of-way (ROW), hazardous tree and limb, and private property debris removal (PPDR) programs. Thompson substantiated the removal of over 1,400,000 cubic yards of vegetative debris.

City/Parish of East Baton Rouge, Louisiana, Severe Flooding, ROW and PPDR Program Management, 2016 - 2017 | Mr.

Cardenas served as a senior field supervisor for debris removal monitoring efforts on behalf of the City/Parish. He assisted in daily field operations for all monitoring programs including right-of-way (ROW) debris removal and an extended ROW Private Property Debris Removal (PPDR) program. To date over 1.8 million cubic yard of construction and demolition debris have been collected and more than 1,450 applicants participated in the extended ROW PPDR program.

South Carolina Department of Transportation, Dorchester and Berkeley Counties, South Carolina, Severe Flooding Recovery, 2015 | Mr. Cardenas served as operations manager for debris removal monitoring in Dorchester and Berkeley Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 | Mr. Cardenas served as the operations manager for the SCDOT debris removal monitoring mission in Marion County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County. County-wide, nearly 500,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned. In addition, nearly 45,500 hazardous trees were addressed.

Marion County, South Carolina, Winter Storm Pax Recovery Operations, 2014 | Mr. Cardenas served as the operations manager for debris removal monitoring operations in Marion

County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways.

Virginia Department of Transportation (VDOT), Hurricane Irene Recovery Operations, 2011 | Mr. Cardenas served as field supervisor overseeing disaster debris removal operations in the Richmond and Fredericksburg VDOT Districts which included six different residencies across the eastern part of state. The recovery efforts included the collection and removal of over 450,000 cubic yards of debris.

MEMA, Hurricane Deployment, Hurricane Katrina, 2005-2007 | Mr. Cardenas worked as part of a disaster recovery team contracted by MEMA following Hurricane Katrina. The team was responsible for conducting damage assessments, reviewing Right-off-Way collection and disposal operations and the permitting of temporary debris sites. In addition, Mr. Cardenas would review leaner and hanger debris removal programs, private property debris removal programs, and other specialized debris removal programs performed by local governments and the United States Army Corps of Engineers to closely monitor compliance, eligibility, and proper documentation.

South Florida, Hurricane Deployment, Hurricanes Charley, Frances and Jeanne, 2004-2005 | Mr. Cardenas was a part of a response team to provide immediate on-site assistance and a wide range of disaster recovery management and storm debris clean-up monitoring services to aid multiple South Florida communities in making a quick recovery. Mr. Cardenas was assigned to multiple municipalities in Broward County, where he oversaw collection and disposal operations performed at County Debris Management Sites. In addition, Mr. Cardenas provided Quality Assurance/Quality control over municipal debris being disposed of and reduced at County Temporary Debris Management Sites.

TRAINING & CERTIFICATIONS

- OSHA 29 CFR 1910.120 40-Hour HAZWOPER Training
- OSHA 29 CFR 1910.120 8-Hour Refresher Trainings
- National Safety Council Defensive Driving Training
- TSCA Title II 24-Hour Asbestos Inspection and Assessment Training
- FEMA IS 700a. – National Incident Management System, An Introduction

Thomas "Tommy" Dorsey

Field Operations Supervisor

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

BS: Emergency Management (In Progress)
Manager of Environmental Safety and Health
(MESH)

EXPERIENCE

11 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | FHWA ER Program

Mr. Dorsey has 11 years of experience managing debris monitoring and data management operations throughout the Southeast following some of the largest debris generating natural disaster in recent history. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Dorsey has worked extensively on Hazardous Leaner, Hanger, and Stump Removal programs. Mr. Dorsey has extensive knowledge in ADMS hardware, software, and communications infrastructure and has overseen day-to-day ADMS project operations and reporting in recent activations.

PROJECT EXPERIENCE

City of Orange Beach, Alabama, Hurricane Sally Disaster Recovery Operations, 2020 - 2021 | The City of Orange Beach was inundated with heavy rains and damaging winds causing extensive damage throughout the City. Mr. Dorsey served as the operations manager for the City and oversaw day-to-day debris removal and monitoring operations including special projects such as marine and waterway debris removal. Thompson documented the removal of over 645,000 cubic yards of debris from the City.

Town of Swansboro, North Carolina, Hurricane Florence Recovery Operations, 2018 - 2019 | Mr. Dorsey served as the operations manager for the Town of Swansboro following Hurricane Florence. Tommy was responsible for overseeing all debris removal operations within the Town including right-of-way collection projects and hazardous tree and limb removal as well. Overall, Thompson substantiated the removal of over 30,000 cubic yards of debris from the Town.

City of Palm Bay, Florida, Hurricane Irma Recovery Operations, 2017 - 2018 | Mr. Dorsey served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Palm Bay following the devastating impacts of Hurricane Irma. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways. Thompson documented the removal of over 253,867 cubic yards of debris.

City of Stuart, Florida, Hurricane Irma Recovery Operations, 2017 | Mr. Dorsey served as the operations manager overseeing debris removal monitoring operations throughout the City of Stuart. Through the efficiencies managed by Mr. Dorsey, the City was able to complete debris removal operations in less than 30 days.

City of Vero Beach, Florida, Hurricane Matthew Recovery Operations, 2016 | Mr. Dorsey served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Vero Beach. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways.

South Carolina Department of Transportation, Orangeburg, Bamberg and Clarendon Counties, South Carolina, Severe Flooding Recovery Operations, 2015 | Mr. Dorsey served as operations manager and field supervisor for debris removal monitoring in multiple counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

Putnam County, Tennessee, Severe Winter Storm Recovery Operations, 2015 | Mr. Dorsey served as the field supervisor supporting daily debris removal monitoring operations throughout Putnam County. He was also responsible for managing and supporting debris removal monitors in the field.

The County performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs.

Aiken County, South Carolina Winter Storm Pax Response and Disaster Recovery, 2014 | In February of 2014 Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by Aiken County to provide debris removal monitoring services. Mr. Dorsey served as the Operations Manager responsible for overseeing all of the Counties debris removal monitoring programs. The County performed ROW debris removal, hazardous trees and limb removal, and a waterway debris removal program throughout the historic Horse Creek Trail. Overall more than 1,400,000 cubic yards of debris was substantiated by Thompson in Aiken County.

Jefferson Parish, LA, Hurricane Recovery Operations 2012 | Mr. Dorsey served as an operations manager for debris removal monitoring efforts on behalf of Jefferson Parish following the landfall of Hurricane Isaac. He was in charge of overseeing day-to-day operations monitoring projects including truck certification, monitor training, emergency road clearance and debris removal operations and right-of-way collection.

TRAINING & CERTIFICATIONS

- HAZWOPER Supervisor - OSHA
- 40-Hour HAZWOPER - OSHA
- 30-Hour OSHA Safety for the Construction Industry
- Over 50 FEMA EMI Courses

Connie Stewart

Field Operations Supervisor

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EXPERIENCE

17 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program

Ms. Stewart has 17 years of experience supporting and managing debris monitoring operations throughout the United States. She has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

PROJECT EXPERIENCE

Alabama Department of Transportation (ALDOT), Hurricane Sally Disaster Recovery Operations, 2020 - 2021 | Hurricane Sally inundated the Gulf Coast with heavy rains and destructive winds causing a large amount devastating debris. Ms. Stewart served as the operations manager for ALDOT and oversaw debris removal operations such as right-of-way (ROW) debris removal programs and hazardous tree/limb removal on ALDOT maintained roadways. Overall, more than 2.4M cubic yards of debris was monitored, collected, and removed.

Jackson County, Florida, Hurricane Michael, 2018 - 2019 | Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the County following Hurricane Michael. The County performed right-of-way (ROW) debris removal programs, hazardous tree, limb and stump removal, and County parks debris removal projects. Thompson substantiated more than 120,000 cubic yards of debris.

Carteret County, North Carolina, Hurricane Florence, 2018 - 2019 | Following the landfall of Hurricane Florence, Carteret County experienced pervasive damage and extensive flooding. Ms. Stewart served as operations manager overseeing debris removal monitoring operations including right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal throughout the County. Overall, approximately 1.5 million cubic yards of debris was removed from the County.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 | Hurricane Maria is regarded as the worst natural disaster on record to impact

Puerto Rico. Ms. Stewart served as the project coordinator overseeing day-to-day personnel management for various debris programs.

Lee County, Florida, Hurricane Irma Recovery, 2017 - 2018 | Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the Lee County, including the City of Fort Myers and the Town of Fort Myers Beach. The County performed both hazardous tree and limb removal, right-of-way (ROW) and waterway collection programs on County maintained roadways/waterways. Overall, Thompson substantiated more than 2.4 million cubic yards of vegetative debris.

City of Ormond Beach, Florida, Hurricane Matthew Recovery Operations, 2016 - 2017 | Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Ormond Beach following Hurricane Matthew. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways.

Sumter County and City of Sumter, SC, Winter Storm Pax, 2014 | Ms. Stewart served as a project manager and oversaw debris removal monitoring project operations from project inception to closing the local field office. Duties also included hiring, training and managing field supervisors and field monitors.

New York Department of Transportation, Hurricane Sandy, 2012 - 2013 | Ms. Stewart served as a project data manager and disposal site supervisor. Her responsibilities included

overseeing a crew of oil recovery technicians along the shoreline and barrier islands of the Mississippi coast line.

US Army Corp of Engineers, New Orleans, LA, Levee Restoration, 2010- 2011 | Ms. Stewart operated heavy equipment, including trackhoes, dozers and off-road dump trucks in removing and stockpiling clay for the USACE Levee Restoration Mission. In addition, Ms. Stewart served as the site Safety Officer.

Decon Facility, Pascagoula, MS, BP Deep-water Horizon Oil Spill Response, 2010 | Ms. Stewart served as a project manager overseeing a crew of oil recovery technicians along the shoreline and barrier islands of the Mississippi coast line.

Galveston County, TX, Hurricane Debris Removal Monitoring, 2008 | In 2008, Ms. Stewart served as a field operation manager for the Galveston County debris monitoring effort. Ms. Stewart managed a field team responsible for monitoring the removal of debris from the Bolivar Peninsula off of Galveston County.

St. Landry Parish, LA, Hurricane Debris Removal Monitoring, 2008 | Ms. Stewart served as a field operation manager for St. Landry Parish following Hurricane Gustav. Ms. Stewart was responsible for the hiring, training and management of field debris monitors overseeing right-of-way and leaner and hanger debris removal programs.

Norman, Oklahoma, Ice Storm Deployment, 2007 - 2008 | Following a crippling ice storm in Norman, Oklahoma in 2008, Ms. Stewart served as a field supervisor overseeing daily activities of a group of debris removal monitors and ensured project compliance.

Monroe County, Florida, Hurricane Wilma, Waterway Debris Removal 2006 | Ms. Stewart was responsible for hiring, training and managing field monitors to document waterway debris removal and derelict vessel removal programs throughout the Florida Keys. In addition, Ms. Stewart performed canal surveys identifying debris posing potential navigational hazards.

City of Gulfport, MS, Hurricane Katrina, 2005-2006 | Ms. Stewart was responsible for hiring, training and managing field monitors to document a variety of debris removal programs including, right-of-way, saltwater kill tree removal, private property debris removal, hazardous leaning tree and hanging limb removal, and abandoned storm damaged car and boat removal. She also oversaw a special program to provide temporary fencing around swimming pools.

TRAINING & CERTIFICATIONS

- FEMA Professional Development Series (consists of 7 different courses)
- FEMA IS-00005.A An Introduction to Hazardous Materials
- FEMA IS-00100.B Introduction to Incident Command Systems ICS-100
- FEMA IS-00340 Hazardous Materials Prevention
- FEMA IS-631 Public Assistance Operations 1
- FEMA IS-00632.A Introduction to Debris Operations
- FEMA IS-00634 Introduction to FEMA's Public Assistance Program
- FEMA IS-00700.A National Incident Management System (NIMS) An Introduction
- FEMA IS-00703.A NIMS Resource Management
- FEMA IS-00704 NIMS Communications and Information Management
- FEMA IS-00800.B Nation Response Framework, An Introduction
- FEMA IS-00805 Emergency Support Function (ESF) #5 Emergency Management
- FEMA IS-00810 Emergency Support Function (ESF) #10 Oil and Hazardous Materials Response
- OSHA 16 Hour Course #7600 Disaster Site Worker
- OSHA 40 Hour HAZWOPER + 8 Hour Refresher to Stay Current
- OSHA 10 Hour Construction Safety and Health
- OSHA 30 Hour Construction Safety and Health
- OSHA 510 – Construction Safety and Health
- OSHA 500 – Authorized Construction Safety and Health Instructor
- TWIC Card
- Class D CDL

Jeff Hollis

Field Operations Supervisor

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EXPERIENCE

17 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program

Mr. Hollis has 17 years of experience supporting and managing debris monitoring operations throughout the United States. He has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

PROJECT EXPERIENCE

Winn Parish, Louisiana, Hurricane Laura Disaster Recovery Operations, 2020 | Mr. Hollis served as the operations manager for Winn Parish following Hurricane Laura. He oversaw all debris removal monitoring operations including right-of-way debris removal and hazardous tree and limb removal. Overall, 149,000 cubic yards of debris was documented and removed from the Parish.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Mr. Hollis served as the operations manager overseeing day-to-day debris removal monitoring operations from the South DTOP Zone.

City of Santa Fe, Texas, Hurricane Harvey Recovery, 2017 - 2018 | Mr. Hollis served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Santa Fe. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

City of St. Augustine, Florida, Hurricane Matthew Recovery Operations, 2016 - 2017 | Mr. Hollis served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of St. Augustine following Hurricane Matthew. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways. Thompson documented over 83,000 cubic yards of vegetative debris.

Lumberton, North Carolina, Hurricane Matthew, 2016 - 2017 | Mr. Hollis served as operations manager for debris removal monitoring in Lumberton County, NC following Hurricane Matthew. He oversaw day-to-day operations including up to 35 debris removal monitors ADMS units for right-of-way collection on County maintained roadways. Overall, Thompson substantiated more than 26,000 cubic yards of vegetative debris.

City/Parish of East Baton Rouge, Louisiana, Severe Flooding, ROW and PPDR Program Management, 2016 - 2017 | Mr. Hollis served as a senior field supervisor for debris removal monitoring efforts on behalf of the City/Parish. He assisted in daily field operations for all monitoring programs including right-of-way (ROW) debris removal and an extended ROW Private Property Debris Removal (PPDR) program. To date over 1.8 million cubic yard of construction and demolition debris have been collected and more than 1,450 applicants participated in the extended ROW PPDR program.

South Carolina Department of Transportation, Horry and Georgetown Counties, South Carolina, Severe Flooding Recovery Operations, 2015 | Mr. Hollis served as operations manager for debris removal monitoring in Horry and Georgetown Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

Allendale County, South Carolina, Winter Storm Pax Recovery Operations, 2014 | Mr. Hollis served as the operations manager for debris removal monitoring operations in

Allendale County following Winter Storm Pax. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways. County-wide, nearly 30,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned. In addition, over 6,000 hazardous trees were addressed.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 | Mr. Hollis served as operations manager for the SCDOT debris removal monitoring mission in Dillon County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County. County-wide, nearly 200,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned.

Harris County, TX, Hurricane Debris Removal Monitoring, 2008 | In 2008, Mr. Hollis served as a field operations manager for the Harris County debris monitoring effort. Mr. Hollis managed a field team responsible for monitoring the removal of over 2,500,000 cubic yards of debris.

City of New Orleans, Louisiana, Demolition Field Manager, 2007-2008 | Mr. Hollis served as a demolition field manager on the City of New Orleans residential demolition program in 2007 and 2008. Mr. Hollis was responsible for ensuring that each FEMA eligible property had been properly condemned, posted, and decommissioned prior to being demolished. In addition, Mr. Hollis was responsible for ensuring that properties containing Asbestos Containing Materials (ACM) were properly demolished and disposed of at Type I Disposal facilities.

St. Landry Parish, Louisiana, Hurricane Gustav, 2008 | Following the devastating impact that Hurricane Gustav, Mr. Hollis served as the field project manager for the Parish's debris removal monitoring program. Mr. Hollis's field team monitored and documented the removal of eligible storm debris and worked with the Parish, State, and FEMA to address many unique challenges. Parish-wide, nearly 225,000 cubic yards of vegetative and construction and demolition debris was collected.

Escambia County, Florida, Hurricane Debris Disposal Monitoring, 2004 | Mr. Hollis served a field supervisor responsible for overseeing field monitors and ensuring only eligible debris was collected. County-wide, nearly 8,000,000

cubic yards of vegetative and construction and demolition debris was collected.

TRAINING & CERTIFICATIONS

- OSHA 29 CFR 1910.120 40-Hour HAZWOPER Training

SECTION C

Experience

Disaster Response Experience

Thompson has provided disaster response and recovery services to over **275** federal, state, and local government entities in planning for and responding to a variety of disaster incidents, such as hurricanes, tornados, floods, ice storms, wildfires, earthquakes, oil spills and other natural disasters. Our emergency response and disaster recovery consultants have over **75** years of combined experience and have responded to some of the most devastating incidents to impact the United States in the last two decades. This work has resulted in the documentation of over **90** million cubic yards of debris and our clients successfully applying for and retaining more than **\$4** billion of federal grant funding for debris removal.



Our approach to providing disaster response and recovery services to the City maintains a primary focus on the efficient and effective utilization of available resources while assisting the City in navigating the funding and compliance channels of the Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.

Thompson's consultants have performed debris monitoring and grant administration services for over **45** Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) reimbursable federally declared disasters and emergencies. A summary of our experience over the last decade is provided in the table below, and a comprehensive staff experience matrix can be provided upon request.

Table C-1: Grant Programs and Funding Administered by Disaster

Disaster	Year	Grant Funds Administered	Disaster	Year	Grant Funds Administered
KY Severe Storms (FEMA DR-4630)	2021	TBD	Hurricane Isaac (FEMA DR-4080-4081)	2012	\$2,000,000
Hurricane Ida (FEMA DR-4611)	2021	TBD	Indiana Tornados (FEMA DR-4058)	2012	\$2,500,000
Hurricane Zeta (FEMA DR-4576)	2020	\$23,000,000	Hurricane Irene (FEMA DR-4024)	2011	\$4,500,000
Hurricane Sally (FEMA DR-4563, 4564)	2020	\$180,000,000	Alabama Tornados (FEMA DR-1971)	2011	\$25,000,000
Hurricane Laura (FEMA DR-4559)	2020	\$48,000,000	Iowa Flooding (FEMA DR-1763)	2010	\$1,640,325
Hurricane Dorian (FEMA DR-4465)	2019	\$5,000,000	MA Snow Storm (FEMA DR-1813)	2009	\$896,475
Hurricane Michael (FEMA DR-4399, 4400)	2018	\$40,000,000	Hurricane Ike (FEMA DR-1791)	2008	\$445,504,160
Hurricane Florence (FEMA DR-4393, 4394)	2018	\$12,000,000	Hurricane Gustav (FEMA DR-1786)	2008	\$19,374,540
Hurricane Maria (FEMA DR-4339)	2017	TBD	Hurricane Dolly (FEMA DR-1780)	2008	\$17,241,000
Hurricane Irma (FEMA DR-4337, 4338)	2017	\$100,000,000	Missouri Ice Storm (FEMA DR-1676)	2007	\$31,523,000
Hurricane Harvey (FEMA DR-4332)	2017	\$20,000,000	New York Winter Storm (FEMA DR-1665)	2006	\$20,700,000

Disaster	Year	Grant Funds Administered	Disaster	Year	Grant Funds Administered
Hurricane Matthew (FEMA DR-4283-86)	2016	\$100,000,000	Hurricane Wilma (FEMA DR-1609)	2005	\$214,491,000
Louisiana Severe Flooding (FEMA DR-4277)	2015	\$65,000,000	Hurricane Rita (FEMA DR 1606)	2005	\$96,000,000
SC Severe Flooding (FEMA DR-4241)	2015	\$35,000,000	Hurricane Katrina (FEMA DR 1602-1604)	2005	\$914,304,040
Winter Storm Pandora (FEMA DR-4211)	2015	\$750,000	Hurricane Ivan (FEMA DR-1551)	2004	\$243,332,500
Winter Storm Pax (FEMA DR-4166)	2014	\$200,000,000	Hurricane Frances (FEMA DR-1545)	2004	\$5,000,000
Hurricane Sandy (FEMA DR-4085-4086)	2012	\$250,000,000	Hurricane Charley (FEMA DR-1539)	2004	\$97,085,850

Thompson's clients benefit from our long and consistent history in providing disaster response and recovery services through the incorporation of program management best practices gained over the years and understanding of current federal disaster recovery guidelines and procedures.

Past Performance

Recent Projects

The following select project examples highlight our experience and capabilities performing similar services to the scope of work requested by the City and include several recent examples that demonstrate our experience and ability to guide local governments to meet the FEMA Public Assistance Program eligibility requirements for debris removal and monitoring.

In addition, many of these projects provide evidence of our ability to perform damage assessment, right-of-way monitoring, hazardous leaner/hanger removal, private property debris removal (PPDR), disposal site monitoring, solid and hazardous waste management and FEMA reimbursement.

Aransas County, Texas

Sept. 2017 – Dec. 2018

Hurricane Harvey Debris Removal Monitoring

Debris Quantity: 2,775,000 CY

Contact: Valerie Gonzalez, Environmental Health Director
870 Airport Road, Rockport, Texas 78382
946-330-6322 | vgonzalez@aransascounty.org

Summary: Following the devastating impacts of Hurricane Harvey, Aransas County selected Thompson to assist in implementing and properly documenting debris removal operations throughout the County. Thompson was selected by the County for these services and immediately began project operations following a notice to proceed. Working closely with thy County and their designated debris removal contractor, Thompson, to date, has substantiated over 2.7 million cubic yards of right-of-way debris removal and nearly 75,000 cubic yards of special program debris removal from private property and parks collection.

Escambia County, Florida

Sept. 2020 – Mar. 2021

Hurricane Sally Debris Removal Monitoring

Debris Quantity: 4,400,000 CY

Contact: Jim Howes, Division Manager - Waste Services
13009 Beulah Rd., Cantonment, FL 32533
850-554-2752 | jehowes@myescambia.com

Summary: Thompson has maintained a stand-by debris monitoring services contract with Escambia County since 2018. Since then, Thompson has supported the County in planning and preparedness efforts through the update of the County's Debris Management Plan in 2019 and assistance in developing scope of work materials for the County's debris hauler procurement.

Hurricane Sally 2020: Thompson assisted Escambia County with their debris removal operations and FEMA PA activities following the impacts of Hurricane Sally. Thompson immediately responded to the County following the passing of Hurricane Sally to begin on-boarding and training local residents as debris removal monitors. Concurrently, Thompson's management team was present at the County's EOC and worked hand in hand with the County to perform damage assessments and develop detailed debris and budget estimates, formalize a disaster specific collection and disposal plan including the selection and permitting for temporary debris management sites county-wide, and solicit final pricing from the County's list of pre-qualified debris management contractors for evaluation and award.

The County selected three (3) debris management contractors and operations were divided among three separate zones. All equipment was certified, and debris removal tracked and reported using Thompson's Automated Debris Management System, the Thompson Data Management Suite (TDMS). TDMS allowed the County access to real-time reporting, live mapping and a variety of program and budget management tools through the Client Portal. Overall, Thompson monitored, documented, and substantiated reimbursement for the removal of 4.4M cubic yards of debris and 86,948 hazardous limbs and trees.

City of Corpus Christi, Texas

March – Apr. 2021

Hurricane Debris Removal Monitoring

Debris Quantity: 75,000 CY

Contact: Gabriel Maldonado, Contracts / Funds Administrator
2525 Hygeia St. Corpus Christi, TX 78415
361-826-1986 | GabrielM3@cctexas.com

Hurricane Irma: Thompson has maintained a stand-by debris removal monitoring and consulting contract with the City of Corpus Christi (City) since 2018. Thompson has continually supported the City since then with its planning and preparedness efforts. Recently, Thompson was activated following an unprecedented severe winter storm that produced freezing rain and vegetative damage. Thompson was able to respond to the City immediately and mobilize resources such as personnel and equipment, so that debris removal operations could begin expeditiously. Overall, Thompson monitored the removal of over 75,000 cubic yards of debris in just over 45 days.

City of Fort Lauderdale, Florida

Sept. – Dec. 2017 / Apr. 2020 – Present

Hurricane Irma Debris Removal Monitoring / PPDR

Debris Quantity: 460,000 CY

Contact: Melissa Doyle, Program Manager
700 NW 19th Avenue, Fort Lauderdale, FL 33311
954-828-6111 | mdoyle@fortlauderdale.gov

Summary Thompson has maintained a stand-by debris monitoring contract with the City of Fort Lauderdale (City) for over five years prior to being activated following Hurricane Irma in September of 2017. During that time, Thompson performed annual debris training and disaster response process reviews with the City in order to maintain a high level of operational readiness should our debris monitoring team ever be needed to respond.

COVID-19: Thompson is currently supporting the City with its recovery of grant funds to support the City's COVID-19 pandemic response efforts. This includes Category B costs related to the City's labor, equipment and material use for pandemic response costs as well as the establishment of temporary non-congregate shelters. Thompson has maintained an active knowledge of the disaster-specific guidance issued by FEMA for the COVID-19 declarations and continues to support the City as FEMA mobilizes to begin administering its PA program. Additionally, Thompson is coordinating with the City to identify its expenditures and potential grant funding opportunities, such as those available through the US Department of Health and Human Services and the Center for Disease Control.

Hurricane Irma: In advance of Hurricane Irma, the City activated Thompson's contract, and Thompson deployed a response team to the City immediately following passage of Hurricane Irma. Thompson began debris operations

immediately with over 75 field staff ready due to our pre-deployment of resources. Thompson monitored the removal of over 460,000 cubic yards of vegetative, construction and demolition debris, as well as the removal of hazardous limbs from 12,000 trees and the complete removal of over 400 hazardous leaning trees. Thompson also worked closely with the City and its stakeholders to obtain approval for, and implement a FEMA approved private property debris removal program that has resulted in the removal of debris from private property and gated communities.

Furthermore, high wind and storm surge displaced nearly 60,000 cubic yards of beach sand onto A1A, City sidewalks, City parking lots, and other facilities including picnic areas and volleyball courts. The sand on A1A was pushed back to the beach entrances and onto the sidewalks during the emergency push, leaving massive 10-foot piles of sand covering the iconic the Fort Lauderdale Beach wave wall. Within hours of a notice to proceed, Thompson began coordinating with the City, County, FDEP and FEMA to begin emergency sand recovery and screening to remove the large piles and return the sand to the beach. Thompson coordinated with the Contractor to ensure project completion within an expedited debris removal schedule that allowed the City to quickly recover from the costly environmental and economic impacts of Hurricane Irma.

Newton County, Texas

Sept. – Dec. 2017

Disaster Debris Removal Monitoring

Debris Quantity: 9,000 / 37,030 CY

Contact: Elizabeth Holloway, County Auditor

110 Court Street, Room 125, Newton, Texas 75966

409-379-5755 | elizabeth.holloway@co.newton.tx.us

Hurricane Harvey: Following the impacts of Hurricane Harvey, Newton County looked again to Thompson to provide disaster debris removal monitoring services as many areas within the County experienced severe flooding. Thompson substantiated nearly 9,000 cubic yards of construction and demolition debris in just under one month of operations on behalf of the County.

2016 Severe Flooding: Weeks of continual severe storms and heavy rainfall left low lying areas and neighborhoods throughout Newton County, particularly in the Deweyville area, almost completely underwater. After the flood waters receded, Thompson assisted the County in performing disaster debris removal monitoring services to document and substantiate the removal of over 665 loads/37,303 CY of construction and demolition (C&D) debris as well as 418 units of white goods from the impacted areas of the County.

Grant Parish, Louisiana

Aug. 2020 – Mar. 2021

Hurricane Laura Debris Removal Monitoring

Debris Quantity: 1,1750,000 CY

Contact: Sissy Pace, Parish Manager

200 Main Street – Courthouse Building, Colfax, LA 71417

(318) 627-3157 | sissypace@gppj.org

Summary: Following Hurricane Laura, one of the most devastating Category 4 hurricanes to affect the state of Louisiana, Grant Parish found themselves without a standby disaster debris monitoring contract in place. The Parish chose Thompson as their debris monitoring services provider following an emergency procurement period. Thompson was able to immediately respond to the Parish after receipt of the notice to proceed and worked diligently to recruit local residents to serve as debris removal monitors so that debris removal operations could begin as quickly and as safely possible.

Thus far, Thompson has monitored the removal of over 1,173,000 cubic yards of vegetative, construction and demolition debris, as well as the removal of hazardous limbs from 28,390 trees and the complete removal of over 1178 hazardous leaning trees. Thompson will assist the Parish in seeking FEMA reimbursement and provide PA grant administration and management services.

City of Texas City, Texas

Sept. – Oct. 2017

Hurricane Harvey Debris Removal Monitoring

Debris Quantity: 22,400 CY

Contact: Mike Stump, Solid Waste Manager
3301 Loop 197, Texas City, Texas 77590
409-643-5817 | mstump@texas-city-tx.org

Summary: Thompson was able to immediately respond to the City of Texas City following receipt of a notice to proceed after the impact of Hurricane Harvey caused wide-spread flooding throughout the City. Thompson was able to substantiate the removal of more than 22,000 cubic yard of construction and demolition debris from the City maintained right-of-ways. Through close coordination with the City's debris hauler, the debris mission was completed in less than 30 days.

City-Parish of East Baton Rouge, Louisiana

2016, 2019, 2021

Severe Flooding Debris Removal Monitoring & PPDR

Debris Quantity: 1,800,000 CY

Contact: Richard Speer, P.E., Deputy Director
222 Saint Louis St, Ste 816, Baton Rouge, LA 70802
225-389-4865 | rspeer@brgov.com

2021 Hurricane Ida: Most recently, Thompson's stand-by debris monitoring contract was activated following the devastating effects of Hurricane Ida. The City-Parish suffered widespread damage to due destructive winds and severe flooding. Thompson was able to respond immediately, mobilizing personnel and resources to the City-Parish. Thompson oversaw the collection and disposal of over 922,000 cubic yards of debris.

2019 Hurricane Barry: Following Hurricane Barry in 2019, the City-Parish activated Thompson to assist in monitoring and documenting debris removal efforts. Thompson immediately mobilized to the Parish and began implementing debris removal monitoring operations. In just two weeks, Thompson substantiated nearly 35,000 cubic yards of debris and assisted the Parish in a swift and efficient recovery operation.

2016 Severe Flooding: In August 2016 prolonged severe storms caused massive flooding throughout the City-Parish of East Baton Rouge, Louisiana leaving over 60,000 homes damaged or destroyed. As the flood waters subsided the City-Parish activated their debris removal hauler and monitor, Thompson, to assist in the monumental effort of managing the removal of debris generated from the thousands of flooded homes. Thompson oversaw the collection of more than 1.9 million cubic yards of constructing and demolition (C&D) debris throughout the City-Parish.

In addition, Thompson worked closely with the City-Parish and the debris removal hauler to design and implement a comprehensive Private Property Debris Removal Program for extended ROW collection. Thompson canvassed neighborhoods distributing right-of-entry forms and staffed multiple libraries and community centers to assist homeowners in completing the required paperwork. Once ownership of the property was verified, Thompson logged the record into TDMS and provided the debris removal contractor with a list and map of properties approved for PPDR. Over 1,450 right-of-entry forms were collected, validated and processed for extended collection.

Experience & Knowledge of Federal, State & Local Emergency Management

Our recent disaster recovery and debris monitoring experience in Florida, Georgia, Texas, South Carolina, Virginia, Louisiana, Mississippi, and Alabama demonstrates Thompson's ability to comply with application requirements of the FEMA Public Assistance Alternative Procedures Pilot Program for Debris Removal as well as other guidance documents and eligibility requirements issued by FEMA. Thompson closely monitors changes to FEMA policy and guidance so that we can make the appropriate changes to

our own practices and procedures in order to best protect the clients we serve. For instance, our team is thoroughly versed and ready to implement the Public Assistance Program and Policy Guide (PAPPG) which incorporates and supersedes language from other PA Program publications including FEMA 325, 327 and the 9500 Series.

Thompson's consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Although the guidance listed below is not exhaustive in nature, it is a sample of specific material which may shape the City's recovery. Our consultants understand the material contained in these documents and will use this to aid in the recovery and reimbursement of all eligible debris and other related project costs in conjunction with local regulations and existing agreements. Thompson's goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable federal, state and local regulations.

- Local/state government debris management plan/standard operating procedures
- Local/state government purchasing guidelines and manuals
- Local government code of ordinances
- Local memorandums of understanding or mutual aid agreements
- FEMA Public Assistance Program and Policy Guide (FEMA PAPPG)
- FEMA Damage Assessment Operations Manual (April 5, 2016)
- OMB Circular A-87 – Cost Principles for State, Local and Indian Tribal Governments
- OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations
- 44 CFR Part 13 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

Thompson's approach to providing disaster debris monitoring services begins with the desired outcome at the forefront of what we do: document debris removal in a manner to ensure maximum grant reimbursement to our clients.

Through past experience and lessons learned, we have been able to develop a fine-tuned and tested approach to efficiently and effectively meet or exceed the FEMA compliance regulation standards for maximum reimbursement to our clients. When dealing with disaster recovery and compliance with FEMA and other federal agency regulations, not many things can take the place of first-hand experience. Our debris monitoring and reimbursement procedures, tools and training methods are the results of a unique blend of theoretical and applied implementation strategies on real recovery projects. The City receives the benefits of past client successes which have been retained and included in our program knowledge base. By the same token, we have been able to actively morph our tools based on the ever-changing environment of debris monitoring and reimbursement assistance.

SECTION D

Project Methodology

Our Understanding

The City of Friendswood, Texas (City) is situated in Galveston and Harris Counties near the Gulf of Mexico. The City is comprised of 21.2 square miles and has a population of 41,118. The City is highly vulnerable to the impacts of hurricanes, flooding, tornadoes, and other severe weather systems. In 2008, the City experienced major impacts from Hurricane Ike, which made landfall as a Category 2 Hurricane. More recently, the City was impacted by Hurricane Harvey, which made its second landfall at tropical storm status on August 29, 2017 and generated historic and catastrophic rainfall that caused extensive flooding in the City.

Consequently, the City maintains a constant, high level of readiness to respond to a variety of hazards that may impact its citizens and is seeking proposals from qualified consultants to provide debris monitoring support and assist the City in navigating the funding and compliance channels of the Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.

The members of Thompson's management team and the proposed personnel have hands-on experience with the City's recovery efforts following Hurricane Ike and are familiar with the challenges that make debris removal and disaster recovery so unique in the City of Friendswood. Thompson will use what we have learned from previous disaster recovery projects throughout the United States to improve the efficiency of the debris removal program, reduce the overall cost of the various debris removal programs, and expedite the City's recovery following a future disaster event.

Thompson agrees to fulfill all requirements outlined in the scope of services and strives to exceed the service expectations of the City of Friendswood.

Utilization of Technology Solutions

Thompson's Automated Debris Management System (ADMS)

Thompson has invested considerable resources in technologies to support more efficient debris removal monitoring. Among these technologies is our best-in-class ADMS solution, the Thompson Data Management Suite (TDMS). TDMS is a collection of hardware, software and communications infrastructure for the management of data and documents related to disaster recovery. The suite provides near real time debris collection data to applicants, grantees, FEMA, FHWA, debris removal contractors, and others without disrupting the speed of the recovery. Each major component of TDMS is summarized below:

10+
years of TDMS
deployments

TDMSmobile: is an ADMS hardware solution that provides clients the option to manage and monitor debris recovery missions electronically in the field utilizing a handheld device and hip printer. The handheld device and system have configurable security settings to protect use and data. Specified locations, such as debris pickup and disposal sites, are captured by the GPS capabilities of the handheld

and verified in the web-based system. *TDMSmobile* also has a disconnected architecture and is fully operational in a post storm environment where cellular networks are compromised or destroyed.

TDMSweb: is a web-based application that serves as the backbone of the TDMS for storage and data management. *TDMSweb* provides access to viewing, querying, sorting, reporting, mapping and managing project related data and documents including electronic tickets, contractor invoices, text message updates, reports, and FEMA data and image exports.

TDMSmaps: is a web-based GIS application that integrates geospatial and relational data to enhance management and public information capabilities. *TDMSmaps* provides full access to live maps, progress maps and query maps which assist in the evaluation of progress, assignment, or re-assignment of crews, and provide graphical information to make debris management decisions that support effective and efficient operations. Thompson can tailor progress and real-time operation mapping to meet the needs of the project.

TDMSportal: is a web-based portal that serves as the client and contractor information center for contract documents, project costs, electronic tickets, accounting transactions and invoices. *TDMSportal* also provides access to viewing, querying, sorting, reporting, mapping, and managing project related data and documents. The portal eliminates email for document sharing and transfer and ultimately increases visibility between the applicant, Thompson, and the debris contractor.

Through the implementation of these technologies, TDMS limits the propensity for human error, fraud, data entry error, and reconciliation challenges resulting in efficiencies, increased accuracy, and cost savings. *Thompson owns and maintains TDMS and does not lease any part of our ADMS solution from an alternate provider.*

Successful Deployment History

TDMS has been deployed by Thompson on nearly every FEMA eligible disaster debris removal monitoring project we have performed since [2012](#). TDMS can be utilized for a variety of programs and activities, including but not limited to:

- Truck Certification
- Right-of-Way (ROW) Collection
- Hazardous Tree Work (L/H/S)
- Private Property Debris Removal (PPDR)
- Demolitions
- Haul Out/Disposal
- Project and Data Administration
- Monitor Role and Time Management

TDMS has also been evaluated and proven to meet the process requirements for the U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative (ACI). The following list includes a summary of each disaster incident and the number of handheld units deployed.

Table D-1: TDMS Deployments

Disaster	Units Deployed	Disaster	Units Deployed
2020 Hurricane Delta	61	2017 Hurricane Irma	1,200
2020 Hurricane Zeta	343	2017 Hurricane Harvey	400
2020 Hurricane Sally	1,619	2016 Hurricane Matthew	876
2020 Hurricane Laura	438	2016 Louisiana Flooding	330
2019 Hurricane Dorian	91	2015 South Carolina Flooding	180
2018 Hurricane Michael	1,300	2014 Winter Storm Pax	475

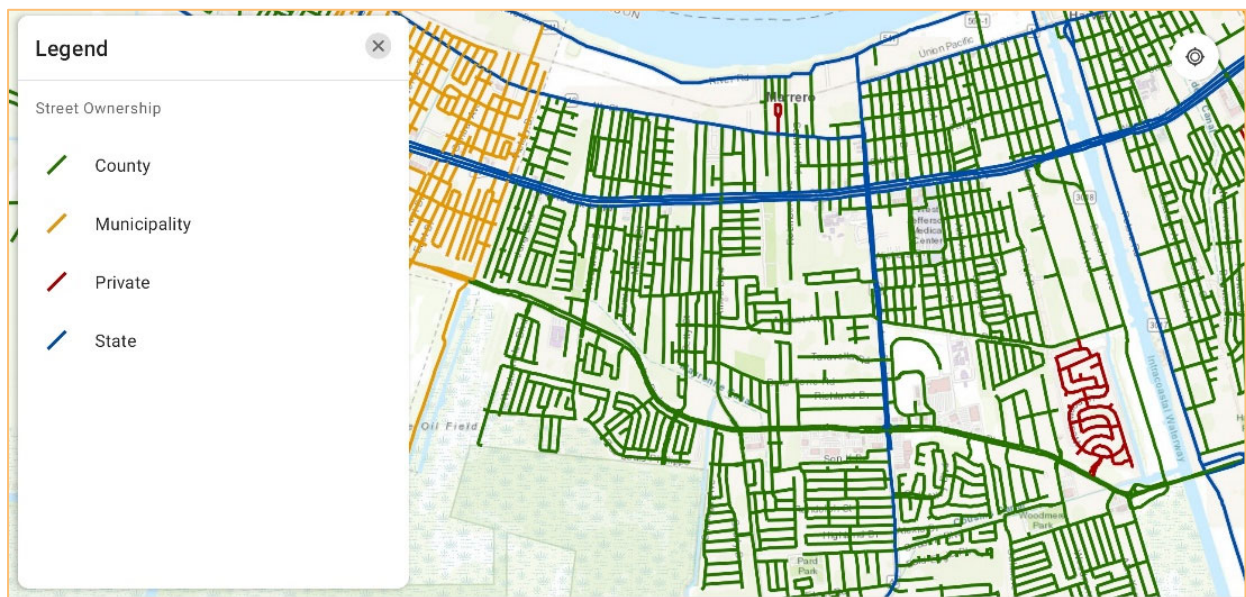
Disaster	Units Deployed	Disaster	Units Deployed
2018 Hurricane Florence	235	2012 Hurricane Sandy	100
2017 Hurricane Maria	375	2012 Hurricane Isaac	12

Thompson maintains over **1,750** TDMS*mobile* units on hand and has access to additional units within 24 hours of notification when necessary. Thompson's TDMS*mobile* devices have been deployed successfully over the last ten (10) years, and from day one of debris removal operations Thompson will be able to provide the City with paperless ticketing.

GIS Mapping Capabilities

Thompson continues to expand our geographic information system (GIS) resources and capabilities to better support debris removal management. This includes enhanced gathering, managing, and analyzing data to provide spatial location information such as project boundaries and roadway maintenance responsibility designations (e.g., local vs. state roadways).

Figure D-1: Road Responsibility Designation Map



Thompson employs ArcGIS Pro, ESRI's latest desktop GIS application, which allows for seamless integration with our company's ArcGIS Online and Enterprise platforms. Additionally, we can integrate data collected through ESRI's Survey123 and Field Maps for display in ArcGIS applications (Web Mapping Applications, Dashboards, or StoryMaps).

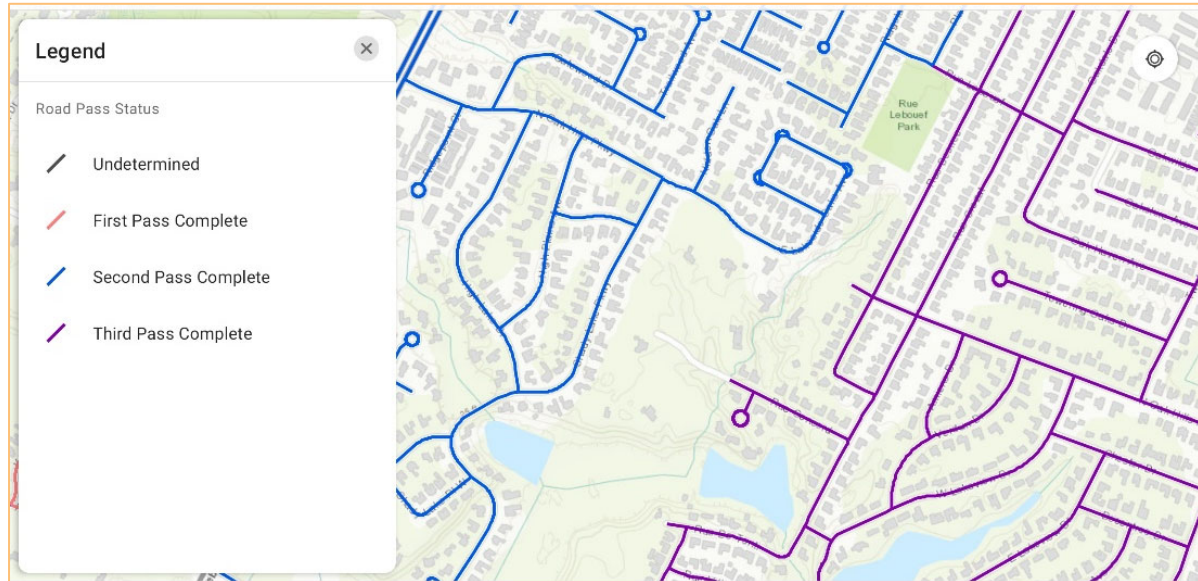
TDMS*maps* is a web-based GIS application that integrates geospatial and relational data to enhance management and public information capabilities and is available to our clients through the TDMS*portal*. Thompson's clients have full access to a variety of live maps, progress maps and query maps and can be tailored the needs of the City.

Pass, Progress & Activity Mapping

Progress and pass mapping, which geographically present debris removal contractor activity, is a valuable tool for our clients, the contractors, and the community. The ability to show which roadways

debris removal crews have performed collection allows the client and project managers to evaluate progress, assign or re-assign crews, and make general debris management decisions.

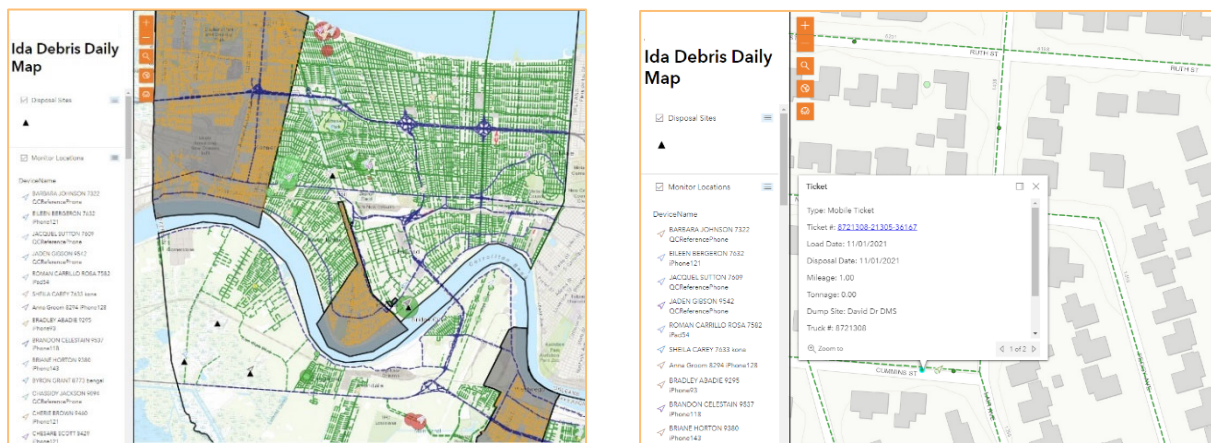
Figure D-2: Road Clearance Pass Maps



Progress maps can be URL/web-based and shared with the public to communicate debris removal activity. Zoom functions within the map can provide street-level detail.

Debris monitor activity maps depict, in real-time, where monitors are documenting debris removal. Zoom features provide street-level view and ticket details including date, time, location debris collection type and quantity. Activity maps can also be searched by exact street addresses to check progress.

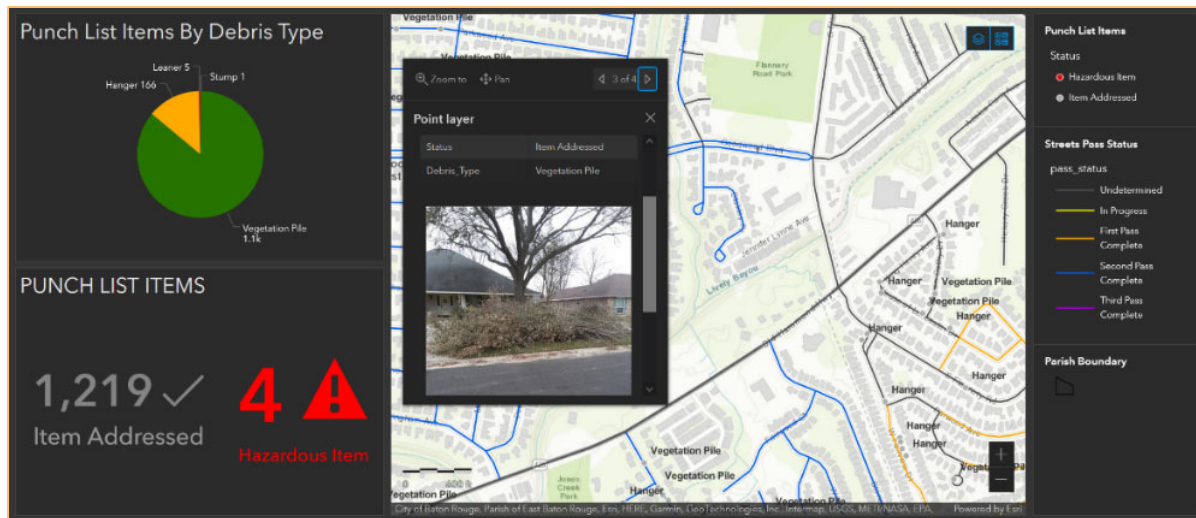
Figure D-3: Daily Debris Monitor Activity Maps



Dashboards

Thompson can also create GIS Operations Dashboard that displays real time data including daily and cumulative collection totals, collection locations, eligible/ineligible ticket locations, collection debris type breakdowns, etc. Dashboards can be created for a variety of debris removal programs, including private property debris removal.

Figure D-4: Punch List and Pass Map Dashboard



Capability, Capacity & Availability

Thompson prides itself on our ability to maintain lasting professional relationships with our clients. This is achieved through our consistent commitment to complete support, accessibility, and availability for all our clients. At the direction and convenience of the City, Thompson will coordinate annual pre-storm season meetings and/or trainings for key City leadership and staff, ensuring a high level of preparedness and transparency with the City.

Capacity

Thompson is fully prepared to respond to both large and small disaster incidents, and our technical approach is carefully developed to be scalable and flexible so that we remain extremely responsive and provide the appropriate level of resources required by our clients. Thompson Consulting Services has never failed to respond to a client or had a contract terminated. To ensure that we can deliver the full force of manpower committed in our proposal, Thompson limits its stand-by commitments to ensure that we can responsibly exceed our clients' expectations. ***Thompson estimates that it is at less than 10% of its capacity to perform debris monitoring disaster response work in the State of Texas.***

We have the capacity to execute the required debris monitoring services following a disaster that impacts the City and none of our current contracts would interfere or preclude Thompson from providing the City the manpower and equipment needed to successfully implement debris removal monitoring operations.

Simultaneous Contract Activations

Thompson is extremely proud of our response time record and our ability to deploy resources quickly and efficiently in disaster situations across the country and following major disaster events that require simultaneous multi- state, region, and local level contract activations. The following table summarizes Thompson's response to recent major disaster events requiring simultaneous contract activations.

Table D-2: Major Disaster Events and Simultaneous Contract Activations

Disaster Event	Contract Activations
2021 Hurricane Ida	10
2020 Hurricanes Laura, Sally, and Zeta	17
2018 Hurricane Michael	6
2017 Hurricanes Harvey, Irma, and Maria	54
2016 Hurricane Matthew	27

Equipment Resources

Thompson has provided disaster recovery services to various clients over the years; on past projects we have not had any issues with supplying enough equipment and supplies. However, we do have pre-event contracts in place to provide additional supplies as needed within 24-hours. The following items are supplied to field personnel prior to mobilization:

- **Safety Equipment:** Hard hats, safety glasses, and safety vests are provided to all personnel. All personnel are required to wear steel toed boots at their own expense. Field supervisors are provided medical kits.
- **Communication Device:** Blackberries, cell phones, and/or radios are provided to our field personnel based upon the project needs.
- **Laptops and Portable Printers / Scanners / Copiers / Fax Machines:** These items are provided to the Thompson Team's management personnel for use in vehicles or mobile command centers as needed.
- **Additional Field / Office Supplies:** All necessary forms (field documents, truck certification, etc.) and office supplies are kept in stock and provided prior to mobilization.

A listing of our office and field equipment is shown in the following table.

Table D-3: Available Field Equipment

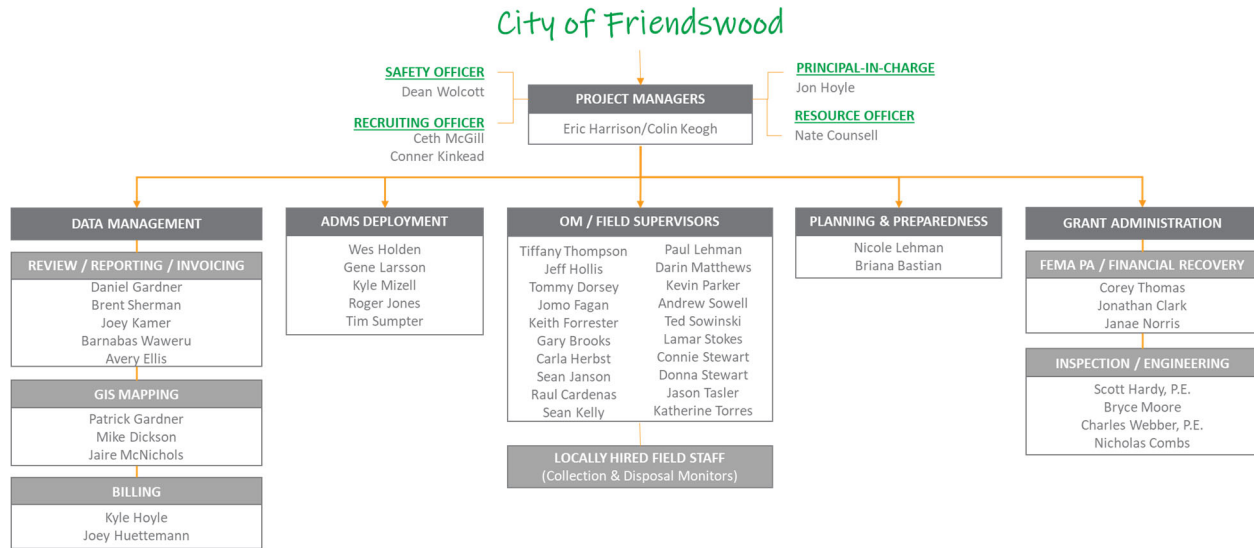
Resources/Field Equipment	Quantity	Resources/Field Equipment	Quantity
Southeast Offices	13	Full Time Employees	1,200
ADMS Sets	1,350	Stand-by Disaster Recovery Employees	350
Computer – Desktop Station	175	Printers / Copier – Color Laser	1000
Computer – Laptop	175	Printers – Black and White Laser	25
Air Card	18	Printer / Copier / Scanner / Fax– Portable	30
WiFi Access Point	35	Digital Cameras	5
Communication – Blackberries / Cell Phones	213	Handheld GPS Units	100
Communication – Radios	83	Boats (12' to 22')	100
Communication – Desktop Phones	350	Trucks	6

Thompson servers automatically revert to this power backup system seamlessly with no loss of power when an outage occurs. This enables our employees to continue to work and respond quickly to our clients in a disaster event. Our fiber optic-based communications are provided by Southern Light through a fiber loop that is also generator supplied during a power outage.

Proposed Personnel

Thompson is committed to staffing the City's disaster debris removal monitoring and management project in accordance with the key personnel proposed herein. The following table presents Thompson's proposed project staffing and key personnel. Thompson will deploy one (1) Field Supervisor for every ten (10) collection monitors to appropriately supervise collection operations. *Qualifications, training/certifications, experience, and resumes for our key personnel has been provided in Section B.*

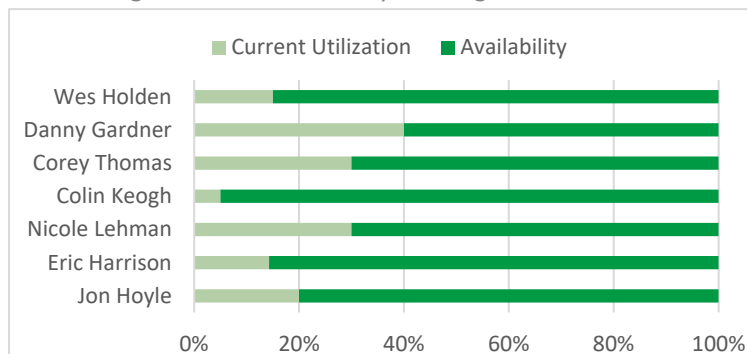
Figure D-5: Organizational Chart



Availability

The following graphic represents the current commitment over the next year of key members of the assigned project personnel. The exact number of dedicated days of each assigned staff member as well as the various quantity of staff and technical expertise will vary depending on the severity and length of a disaster event and the subsequent recovery process.

Figure D-6: Availability – Assigned Personnel



Thompson maintains the experience, personnel, and resources necessary to fulfill the scope of work required by the City. Following a future disaster, the City can expect the priority treatment that Thompson is committed to delivering.

Approach to Debris Removal Monitoring

Maximizing Reimbursement

Thompson's approach to providing disaster debris removal and disposal monitoring services begins with the desired outcome at the forefront of what we do: document debris removal in a manner to ensure maximum grant reimbursement to our clients.

Through past experience and lessons learned, we have been able to develop a fine-tuned and tested approach to efficiently and effectively meet or exceed the FEMA compliance regulation standards for maximum reimbursement to our clients. When dealing with disaster recovery and compliance with FEMA and other federal agency regulations, not many things can take the place of first-hand experience. Our debris monitoring and reimbursement procedures, tools and training methods are the results of a unique blend of theoretical and applied implementation strategies on real recovery projects.

This approach is applied throughout all contract activities and all phases of the disaster preparedness, response, and recovery program for disaster debris removal monitoring.

Figure D-7: Disaster Debris Removal Monitoring Phase and Task Summary



Non-Event / Preparedness & Planning

Part of Thompson's commitment to pre-positioned clients is providing planning and training services to the communities we serve. Our team is constantly expanding education, training, and field experience in the disaster debris monitoring, grant management, and emergency management fields and will share their knowledge with City leadership and staff. Following contract award, Thompson will coordinate training schedules with the City to provide departments and key staff members training which will address prioritized topics, as requested by the City.

In addition, Thompson can provide a variety of planning services, training programs, and tools and templates that can be utilized by the City in future disasters or participate in exercises related to the City's disaster preparedness, response, and recovery. A listing of sample services that can be provided to the City is provided below.

- Disaster Debris Management Plans (DDMP)
- FEMA Public Assistance (PA) Training
- Public Information
- Mitigation Planning and Support
- Comprehensive Emergency Management Planning

- Identification of Debris Management Sites (DMS)
- Procurement Assistance
- Executive Guidance to Commissions, Boards, and Panels

Post-Event / Disaster Debris Removal Monitoring Operations

Thompson has functionally organized our disaster debris removal monitoring operations by task predicated on the various debris streams and programs that can be expected based on our experience monitoring and documenting large scale debris removal operations. Thompson will tailor our approach to the City's debris recovery effort based on disaster specific challenges. Our tasks and task approach can be modified and scalable and our mobilization times can be either compressed or extended based on the needs of the City and the public.

Table D-4: Mobilization Timeline

Task	Mobilization Time
Mobilization	
Program Management	Immediately following NTP
Damage Assessment	12-24 hours following notice to proceed (NTP)
Onboarding and Training of Employees	12-24 hours following NTP
Debris Program Implementation	
Health and Safety Plan Implementation	12-24 hours following NTP
Measure and Certify Trucks by FEMA PAPPG Standards	12-24 hours following NTP
Deploy Field Supervisors / Field Supervisors	24-48 hours following NTP
Deploy Loading Site Collection Monitors	24-48 hours following NTP
Deploy Debris Management Site Monitors	24-48 hours following NTP
Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps	24-48 hours following NTP
Perform Special Debris Removal Programs (e.g., private property debris removal)	TBD, based on input from TDEM and FEMA
Data Management	
Accumulate and Review Daily Field Data (QA/QC)	Onset of debris collection activities
Reporting and Progress Mapping	On-going throughout recovery operation
Reconcile Contractor Invoices	On-going throughout recovery operation

Mobilization

Mobilization | Program Management

Thompson will assist the City in overseeing the debris management operations, obtaining proper approvals for special debris removal programs, and providing in-depth working knowledge of a variety of recovery operations, USACE debris management guidelines, and FEMA eligibility and reimbursement guidelines. Thompson will work with the City to develop a project management plan to ensure that contracted debris removal is properly documented to substantiate FEMA PA, FHWA ER, and NRCS funding. Some of the initial considerations will include, but not be limited to:

- Single/multiple debris removal contractors
- Debris removal contractor rates and specifications
- Debris estimates, by collection zone
- Debris removal from gated communities
- Crew/Monitor Estimates, by collection zone
- Onboarding and safety training locations and procedures
- Operations Manager/Supervisor Assignments
- Progress reporting distribution lists and protocols

In most cases, Thompson will deploy our project team in anticipation of receipt a notice to proceed so that we can be responsive to the City's needs and effectively manage the deployment of personnel and resources. Upon receipt of a Notice-to-Proceed, Thompson will deploy Project Quality Assurance and Project Administrative initiation teams to the City.

The Project Quality Assurance Team will consist of the Project Manager and appropriate number of Field Supervisors, based on the severity of the event. In addition to providing surge support to the City, the Project Quality Assurance Team will serve as the field project management team. The Project Quality Team will be deployed with equipment kits to accommodate all field staff.

The Project Administrative Team will consist of administrative/human resource employees. The Project Administrative Team will be temporarily deployed to the City to support the monitor on-boarding process, including:

- Employee application reviews
- Motor Vehicle record checks
- Debris Monitor Training
- Health and Safety Plan Implementation

Collaboration with the City: Immediately following Notice-to-Proceed, Thompson will begin coordinating with the City and City contractors to synchronize mobilization and response activities. Thompson will need the following information from the City prior to or upon mobilization:

- Points of Contact
- Copy of contract between City and debris removal contractor(s)
- GIS shapefiles
- List of priority roads
- Preferred debris removal zones (if available)
- Any inter-local agreements or memoranda of understanding with State, County or other municipalities

Throughout the project, the Thompson Project Manager will identify critical path functions that will require close coordination between the City and Thompson. These may include:

- Public Information
- Private Property Issues
- Special Needs Assistance
- Information on FEMA
- Damage reports and resolution

Thompson will identify a lead for each function to serve as a direct interface with the appropriate City staff on each issue. The Thompson team member will be available in person, by phone, or email to communicate with the City and project stakeholders. To the extent that cellular connectivity is not available, Thompson will secure alternative communications methods (radios, satellite, etc.).

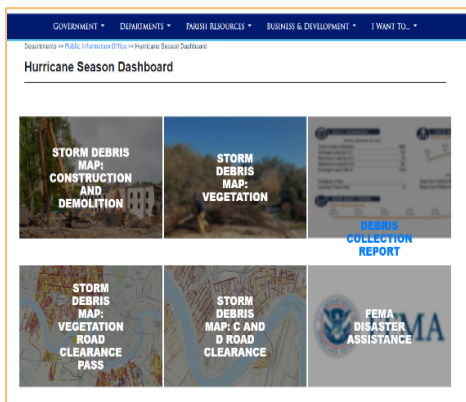
Debris Removal Contractor Coordination: Thompson recognizes that each disaster situation is going to be different and therefore promotes a collaborative working relationship with the City and their debris

removal contractors. Immediately following a notice to proceed, Thompson will begin coordinating with the City and City contractors to synchronize mobilization and response activities. These activities may include:

- Identification/confirmation of equipment staging area
- Damage assessment
- Emergency push
- Zone assignment to contractors and subcontractors
- Distinct field management based on authorized scopes of work
- DMS permitting

FEMA and State Agency Coordination: To the extent that it is required by the City, Thompson will serve as a liaison between the FEMA, TDEM, and other public entities to document and demonstrate that debris removal, response and recovery activities are eligible, allowable, and in compliance with FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG). Thompson will work with the City, TDEM, FEMA Region 6, and FEMA Headquarters to facilitate a transparent, well documented partnership throughout the recovery effort. This will allow Thompson to integrate Disaster Specific Guidance (DSG) issued from FEMA into the City's debris removal efforts, and pro-actively create a positive working relationship with participating stakeholder regulatory agencies.

Public Information Support: Thompson has a variety of resources and tools to assist the City's public information and outreach efforts. During non-event times, prior to and immediately following a disaster incident, Thompson can work with the appropriate City staff to develop press releases to inform the public on topics related to debris removal efforts, including proper setout procedures for bring debris to the right-of-way, anticipated collection start, progress and end dates, and notification of special debris collection programs available to the public.



Thompson can also utilize our technology solutions, including our enhanced mapping capabilities, to provide project data summaries including debris types and collection totals as well as URL/web-based maps and dashboards that the City can share with the public.

Thompson can also establish and staff a hotline to assist with public telephone inquiries and complaints regarding debris removal operations. Thompson will ensure that all calls are documented and assigned a status to track the complaint and resolution. Damage complaints concerning debris removal will be tracked and reported by debris contractor(s). All complaints

will be provided to the project management team for resolution with the debris contractor. Thompson will provide a log of inquiries and complaints and their resolution to the City Project Manager on a weekly basis.

Mobilization | Damage Assessment

At the direction of the City, Thompson can assist with preliminary damage assessments in accordance with the FEMA Damage Assessment Operations Manual. Thompson will perform damage assessments with the City and City contractors to determine the scope of the damage, identify the need for special

debris programs such as leaner/hanger/stump removal, and develop crew configurations and assignments. Damage assessment assistance may include, and is not limited to, participation in one or more of the following tasks:

- Identifying damaged facilities
- Documenting damages
- Documenting work and cost
- Other Considerations (codes and standards, repair vs. replacement, hazard mitigation etc.)

All damage assessment documentation will be captured, digitized, and managed using TDMS. This information will allow Thompson and the City Contractor(s) to develop budget estimates to be used for task orders and Project Worksheet development.

Estimation Methodology: For purposes of pre-event planning and understanding resource requirements, Thompson utilizes the US Army Corps of Engineers (USACE) debris-estimating model for developing debris estimates. The USACE developed this model based on debris generated by Hurricanes Frederic, Hugo and Andrew. The model contemplates the number of households in an urban/suburban area, as well as the category of storm, vegetative characteristics, commercial density and precipitation. The estimated quantities produced by the model have a predicted accuracy of $\pm 30\%$.

Because of the margin of error in the model, Thompson validates the modeled result via windshield surveying and aerial drone flyover assessments in a post-disaster scenario. Windshield surveys provide debris removal professionals the opportunity to estimate the quantity of debris per parcel surveyed, which can be extrapolated to include the number of parcels within jurisdictional limits of the community. Aerial drone flyover assessments are important because they provide Thompson with the ability to gauge the consistency of the damage across the jurisdiction and provide a means for identifying areas that have been compromised which may be isolated without means of conventional travel due to debris or flooding.

Mobilization | Onboarding & Training of Employees

Thompson's staffing plans are designed to be flexible and scalable so that we can effectively and efficiently respond to the City's needs no matter the operating climate. Typically, Thompson begins the process of recruiting and onboarding immediately upon contract award, not reactively following a notice to proceed. Thompson will issue contingent job postings through a variety of outlets to pre-identify a pool of candidates to serve as future debris collection and disposal monitors. Thompson will contact these candidates immediately following the issuance of a notice to proceed and simultaneously begin recruiting efforts for the City.

100+

monitors
onboarded daily

Thompson is fully prepared to deploy the appropriate number of fully trained field staff to the City within 24 hours of receiving a notice to proceed and will make every effort to hire residents from impacted communities within the City to serve as debris monitors. This effort will help residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage. In accordance with FEMA PAPPG, Thompson will train debris monitors, City employees, and other project stakeholders to have a complete understanding of the roles and responsibilities of the debris monitor, including:

- Accurate and objective debris estimating techniques

- Process for determining debris eligibility: (1) threat to public health/safety, (2) direct result of the disaster event, and (3) existing in the public right-of-way
- A comprehensive understanding of all phases of debris management operations, including loading sites, debris management site (DMS), and final disposal locations
- The ability to differentiate between debris types
- Ability to operate ADMS device and issue load tickets properly
- Understanding of collection site and DMS safety procedures
- Understanding of the Thompson Health and Safety Plan
- Understanding of the terms, conditions, and scope of the debris removal contract and other disaster specific guidance provided by TDEM, TCEQ, and FEMA
- Ability to communicate effectively and efficiently

Ability to Onboard and Train within 24 Hours: Thompson has made a tremendous investment in our personnel, resources, technology, and tools to have the flexibility and scalability necessary to be an industry leader in debris monitoring. Part of this investment is in a proven process to identify, train, and equip local hires in a safe manner in extremely short periods of time.

The table below outlines Thompson's local hire tasks and timelines to ensure that we deploy trained and safe local hires within 24 hours of a notice-to-proceed and fully staff the project within 72 hours of receipt of notice to proceed.

Table D-5: Local Hire Task Summary

Task	Mobilization Time
Non- event local hire recruiting	Year-round
Local hire recruiting (activation imminent or issued)	12-48 hours
Driver motor vehicle record check	12-48 hours
Health and safety training	12-48 hours
Debris collection and disposal monitor training	12-48 hours
TDMS – debris management system training	12-48 hours
Issuance of personnel protective equipment (PPE)	First day of field operations for each monitor
Project is fully staffed	< 72 hours

Training Program

In accordance with FEMA Public Assistance Program and Policy Guide, FP-104-009-2, Thompson will train debris monitors, City employees, and other project stakeholders to have a thorough understanding of the roles and responsibilities of the debris manager, supervisor and field monitor including:

- Accurate and objective debris estimating techniques
- Process for determining debris eligibility: (1) threat to public health/safety, (2) direct result of the disaster event, and (3) existing in the public right-of-way
- A comprehensive understanding of all phases of debris management operations, including loading sites, debris management sites (DMS), and final disposal locations
- The ability to differentiate between debris types
- Understanding of Collection Site and DMS safety procedure

- Understanding of the Thompson Field Health and Safety Plan
- Understanding of the terms, conditions, and scope of the debris removal contract and other disaster specific guidance provided by the City, Texas division of Emergency Management (TDEM), and FEMA

Thompson begins training debris removal monitors at the inception of hiring and reinforces lessons learned daily in the field and as needed.

Thompson has also developed a comprehensive Disaster Debris Removal Monitor Training Manual. This information is also provided via PowerPoint Presentation at every local on-boarding and training session held to hire local field monitors following a contract activation. A summary of Thompson's Debris Removal Monitor Training Manual is provided below.

Section 1: Disaster Debris Removal Monitoring: Provides an overview of disaster debris removal monitoring as well as the roles and responsibilities of the Debris Removal Monitoring Firm, the Debris Removal Contractor and introduces the various debris removal collection functions and positions.

Section 2: Field Supervisor: Provides a detailed description on the role of the Field Supervisor to include, management and oversight, debris operations, eligibility, compliance, safety requirements, safety equipment, and personnel protective equipment. This section also outlines the daily documentation required of the Field Supervisor.

Section 3: Truck Certification Monitor: Provides a detailed description on the role of the Truck Certification Monitor and includes instructions on making truck certification calculations for various types of trucks.

Section 4: Debris Collection Monitor: Provides a detailed description on the role of the Debris Collection Monitor and covers debris classifications, eligibility for right-of-way (ROW) and hazardous leaning tree, hanging limb and stump removal programs. This section also includes a detailed checklist of the documentation required of the Debris Collection Monitor.

Section 5: Debris Management Site Monitor: Provides a detailed description on the role of the Debris Management Site Monitor and instruction on making load volume determinations based on FEMA guidelines and graphics. This section also includes a detailed checklist of the documentation required of the Debris Management Site Monitor.

Appendix A: ADMS Debris Removal Monitoring Quick Reference Guides: Detailed reference guides on utilizing Thomson's automated debris management system (ADMS) handheld device TDMSmobile, and completing ticket transactions for various debris programs. Reference guides also include specific information on the debris program including eligibility requirements.

Due to page limitations, Thompson's comprehensive Debris Removal Monitor Training Manual can be provided upon request.

Debris Program Implementation

Debris Program Implementation | Health & Safety Plan

Thompson employees are trained to put the safety of anyone on a jobsite above all else – even a project timeline. Our behavioral-based program enables employees to conduct risk assessments to identify and control or eliminate hazards. Most importantly, our employees are authorized and required to stop

work when safety is compromised. Our employees work in a variety of environments, from the field to the office. We believe that the health and safety of our employees are best protected when our activities are properly planned, so we work in advance to determine the different types of training and information our employees need.

Thompson will implement a Health and Safety Plan (HSP) that outlines site-specific precautions to be taken to avoid and mitigate the risk of hazards associated with work performed in the elements, around heavy equipment, near tree work, and close to vehicle traffic. The HSP will establish that work performed on the project shall comply with all applicable OSHA, State of Texas, and all other safety requirements provided by FEMA and its authorized contractors. Thompson will also provide a hard hat, reflective vest, safety glasses and hearing equipment to collection and disposal monitors, and field supervisors.

In addition, Thompson will ensure that all collection and disposal monitors, and field supervisors report to work with a cell phone, protective shoes, long pants, hot, cold, and/or wet weather gear, sunscreen, and a supply of bottled water.

Debris Program Implementation | Truck Certification

In accordance with FEMA PAPPG standards, Thompson will complete equipment check-in and certification of trucks and other equipment mobilized by the Contractor so that debris removal operations can be recorded and substantiated in accordance with the terms, conditions, and unit rates in City's debris removal contract. To comply with these standards, Thompson will observe and record the following information during truck certifications:

- Valid truck registration
- Volumetric capacity of the inside of the loading container
- Calculated deductions of volumetric capacity for dog boxes, round container bottoms, and other volumetric capacity reductions
- Brief physical description of the truck
- Photographs of the truck and container

Thompson will assign a unique identification number to each truck and a placard with the truck number affixed to each side of the debris removal truck.

Debris Program Implementation | Deploy Field Supervisors

Thompson will deploy Field Supervisors at a 10 monitor: 1 supervisor ratio to oversee, document, and substantiate debris removal efforts efficiently and effectively. Field Supervisors will:

- Be prepared to operate a minimum of 12-14 hours per day, 7 days per week
- Verify that only eligible debris is being removed from designated public ROW and public property within assigned collection zones
- Maintain regular communication with and ensure that collection monitors are documenting the collection and removal of eligible debris from approved public areas
- Confirm the completeness and accuracy of load tickets and field documentation generated by collection monitors to substantiate debris removal operations

10:1

monitor to
supervisor ratio

- Identify, address, and troubleshoot any questions or problems that could impact work safety and eligibility
- Suggest methods to improve the efficiency of collection and removal of debris

Field Personnel Timekeeping: After operations conclude each evening, Thompson project managers will perform a review on all clock in/clock out times to ensure that electronic time stamps are captured in TDMS. Time entries will be finalized on a nightly basis. Following each work week, individual monitor time logs are distributed in the field by Supervisors for employee review and approval. Any discrepancies in time are reviewed and reconciled by management before the monitor signs their timesheet.

Debris Program Implementation | Deploy Debris Collection Monitors

Thompson will deploy a debris removal collection monitor for each piece of loading equipment deployed by the Contractor. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from City property and other collection zones identified and approved by the City. The Collection Monitor will be responsible for:

- Ensuring that only eligible, disaster related debris is removed for loading and hauling from approved public areas
- Utilizing maps developed by the City and debris removal contractor that designate work zones
- Ensuring that debris collected is in accordance with the regulations, safety considerations, and contract terms of the specific waste stream (i.e., hazardous waste is not loaded into container of clean vegetative debris, etc.)
- Recording the time, date, disaster number, truck number, and loading location using TDMS
- Issuing load ticket to driver when loading container is fully loaded
- Ensuring that debris loads are contained properly in the loading container prior to the departure of the truck from the loading location to the DMS
- Checking for safety considerations and areas of potential problems (school zone, utility meters, power lines, mailboxes, etc.) and reporting potential issues to the Field Supervisor
- Recording and reporting any damages caused to streets, curbs, utility meters, mailboxes, and other public property because of debris removal operations including photos, owner information, and circumstances of the damage within 24 hours of incident
- Ensuring all white goods and freon containing appliances are sorted and ready for freon removal on site or separate transport for Freon removal before final disposal
- Certifying household hazardous wastes (HHW) are segregated, handled, loaded, and hauled in accordance with environmental laws and local, state, and federal regulations. HHW must be handled by specialists licensed by TCEQ
- Ensuring work area is clear of debris to the specified level before equipment moves to a new loading area
- Remaining in constant contact with their Field Supervisor

eligibility:

- eliminates threat to public health and safety
- result of the disaster
- located within assigned collection zone and on the right-of-way

- Other duties as directed by the debris management project manager or designated City personnel

Debris Program Implementation | Deploy Hazardous Leaning Tree, Hanging Limb & Stump Removal Monitors

Thompson anticipates beginning hazardous tree removal operations prior to or concurrent with right-of-way (ROW) debris collection. By getting the bucket trucks out ahead of the debris removal trucks with hazardous tree and limb removal, the overall collection operation will be more efficient. Thompson will ensure that hazardous stumps are pre-approved by FEMA and that the stump removal process is documented to include before and after photographs and GPS coordinates. The leaner, hanger, and stump monitor will be responsible for:

- Ensuring that only eligible leaners, hangers, and stumps are removed, as defined by FEMA PAPPG, from approved public areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measuring the eligible tree work in accordance with the City's contract
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

Debris Program Implementation | Deploy Debris Management Site Disposal Monitors

Thompson will work with the City and their contractor(s) to establish the appropriate number of debris management site (DMS) required and staff each site with trained DMS Disposal Monitors. Disposal Monitors are responsible for completing the load transactions and recording debris volumes for loads that have been transported to the DMS for processing and storage or final disposal. DMS monitors will remain in contact with Field Supervisors and report any issues at the DMS site immediately. Disposal Monitors are responsible for observing and recording the following information:

- Debris classification
- Debris load call/volume estimation
- Truck unloading time and date
- Spot check photographs of loads before and after unloading as a Quality Assurance measure for load call methodology and to ensure that trucks are completely unloaded at the DMS
- Identifying hand-loaded trucks and trailers to grade in accordance with low load compaction
- Use badge credentials to electronically sign each ticket
- Record load information from other agencies/entities that utilize City debris management sites
- Ensure white goods and freon containing appliances are sorted and ready for freon removal
- Document that white goods are cleaned and processed to remove putrescent debris inside and all oils, solvents, and refrigerants are removed
- Verify and document that DMS has ample space to process collected white goods
- Ensure hazardous and household hazardous wastes are segregated, handled, stored, and disposed in accordance with environmental laws and local, state, and federal regulations
- Document and immediately report any improper segregation of hazardous waste debris
- Observe site safety and security and report any concerns or issues

Debris Disposal Diversion: Thompson will work with the City and TCEQ to develop a recycling/debris diversion plan that minimizes the amount of potentially recyclable debris that is disposed of at landfills. White goods, e-waste, metals, vegetative and other types of debris may be processed and recycled. Thompson will ensure that salvage operations are documented separately in accordance with FEMA policy.

Debris Program Implementation | Damage Complaint Tracking

Mitigating Damages: Thompson will proactively work with debris removal contractor(s) to discuss operational conditions to mitigate damages. Collection and Disposal Monitors are trained to identify and notify the debris removal contractors of potential causes damages before they occur. Thompson can also appoint a Field Supervisor dedicated to receiving and documenting damages that occur and are reported from the Collection and Disposal Monitors.

Documenting Damages: Collection and Disposal Monitors and Field Supervisors will be trained on the process for reporting and documenting damages, in addition Thompson will also appoint a dedicated Field Supervisor to each work zone for receiving damage reports and documenting all required information to track the incident from occurrence through resolution, including photographs, descriptions, and GPS coordinates.

Tracking Damages: Thompson will assign a unique work order number to each damage complaint and will track the work order by the GPS coordinate of the complaint. A map will be maintained of all damage related work orders showing the status (identified, verified, and resolved) of each incident. Thompson will maintain the following information for each damage complaint work order and organize work orders by service area:

- Work order point of contact
- Responsible contractor/sub-contractor
- Photographs of damage
- Description of actions by responsible party
- Photographs/other evidence of repair
- Cost summary, if available

Debris Program Implementation | Special Debris Removal Programs

The damage caused by major debris events including hurricanes, tropical storms, tornadoes and flooding often create the need for special debris removal programs which include, but limited to:

- Private property debris removal (PPDR)
- Debris removal and restoration of waterways and canals
- Debris removal from parks and recreation trails
- Vehicle and vessel recovery and disposal
- Hazardous waste and contaminated debris management
- Debris removal from storm drains and catch basins

To the extent necessary, Thompson management staff will review existing maintenance records to establish the pre-disaster conditions and ensure compliance with FEMA policy and work with the City's contractors, TDEM, TCEQ, NRCS, USACE and other regulatory agencies to expeditiously remove storm generated debris from affected public facilities. Special debris program monitors will be responsible for:

- Demonstrating that the debris/sediment/vehicle presents a hazard or immediate threat to public health and safety

- Ensuring that only eligible debris is removed as defined by FEMA PAPPG from approved public areas
- Ensuring that contaminated debris/soil is handled, processed, and disposed in accordance with the type of contaminant
- Verifying that any contaminated disaster-related debris is addressed by the specialist from TCEQ and/or EPA and managed appropriately in the designated areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measure the eligible debris removal in accordance with the City's contract (e.g., linear foot)
- Ensuring vehicles and vessels are abandoned, i.e., the vehicle/vessel is not the owner's property and ownership is undetermined
- Verifying and documenting the chain of custody, transport and disposal of the vehicle or vessel
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

Private Property Debris Removal (PPDR) Monitoring: Thompson has extensive experience in developing and implementing private property debris removal (PPDR) programs, including the management of many of the largest multi-phase, multi-property demolition and housing initiatives in the United States over the past ten (10) years.

Thompson will review local ordinances and design a PPDR program that demonstrates and documents that local governments have the legal authority (and FEMA eligibility) to perform a variety of debris removal programs on private property. We have performed comprehensive PPDR ordinance feasibility reviews and PPDR program implementation in California, Puerto Rico, Texas, Alabama, Mississippi, Louisiana, and Florida. To ensure that the PPDR program is successful, Thompson will have the following objectives during ordinance review:

- Identify an ordinance that clearly grants the City with the authority to enter private property to remove and dispose of debris, such as a nuisance abatement or public nuisance ordinance. This is critical to establish legal authority and FEMA eligibility.
- Establish a multi-step process to ensure that all proper notifications are made to property owners.
- Develop a public outreach plan to ensure that residents in need can participate in the program.

Upon review and approval of a proposed PPDR program by the City, TDEM, and FEMA Thompson will implement and document the program to maximize available reimbursement. PPDR programs may include:

- Vegetative, construction and demolition (C&D), and mixed waste debris removal
- Residential and commercial structural demolitions
- Leaner, hanger, and stump removal

In managing, monitoring, and documenting PPDR programs, Thompson will develop a property identification number for each property. Each property will have a PPDR "packet" that documents the following information:

- Ordinance granting legal authority under which the private property debris removal work was performed
- FEMA Historic Preservation review / approval

- Documentation of all necessary actions taken to satisfy the requirements of the ordinance
- Notification to property owner
- Posting on property
- Executed Right-of Entry Agreement
- FEMA/TDEM Approval
- Documentation of asbestos abatement (if necessary)
- Documentation of utility disconnections (if necessary)
- Field documents and site schematic documenting eligible work performed
- Before/after photographs
- Property close-out documentation

All PPDR documentation is managed through multiple elements of TDMS, including organizing and storing program and property documentation, mapping, and property status and program statistics.

Figure D-8: TDMSweb Management and Administration of PPDR Documents

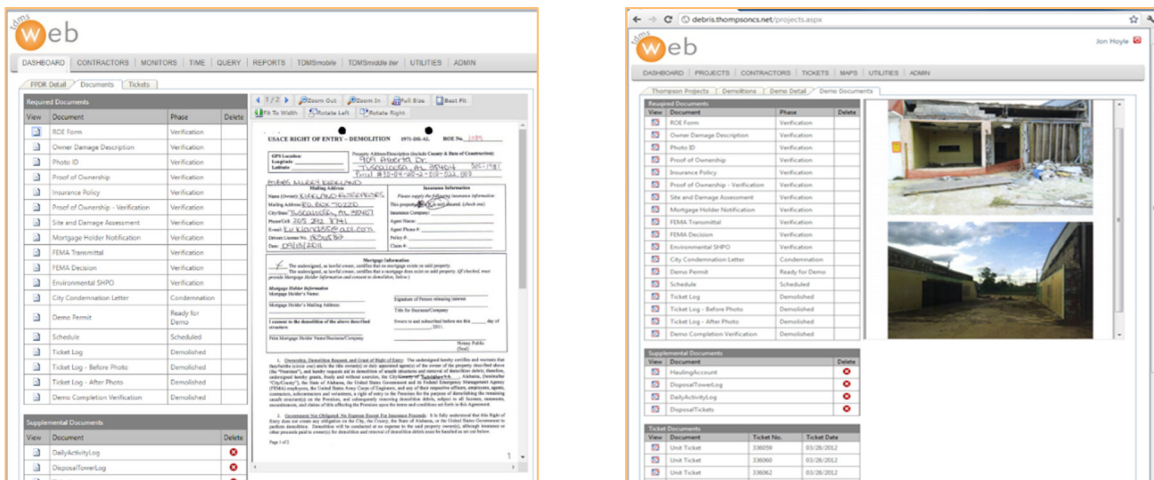
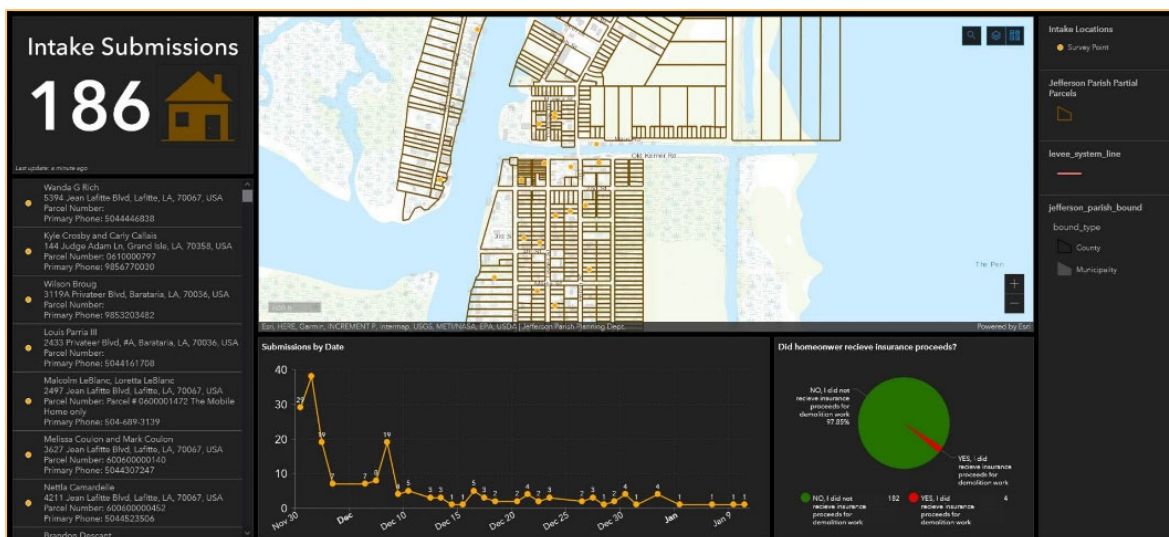


Figure D-9: PPDR Applicant Intake Dashboard



Data Management

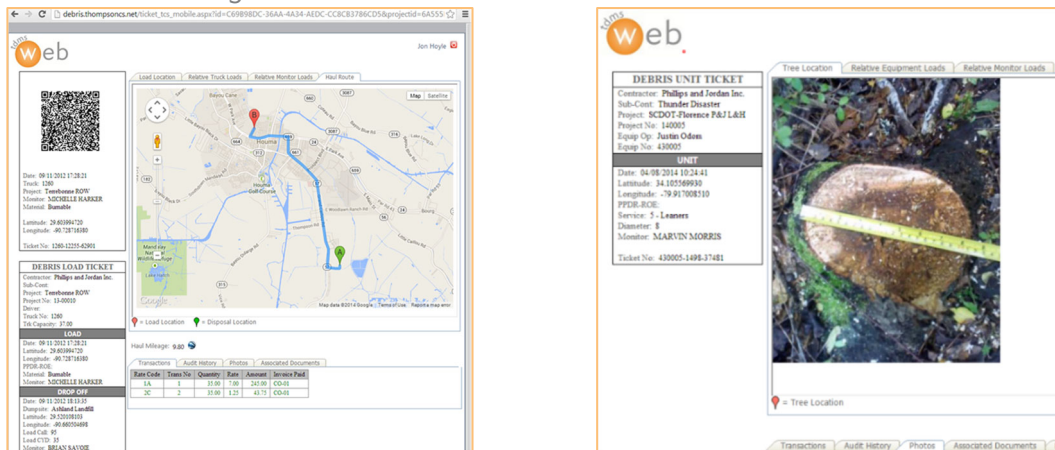
Thompson utilizes technology as integral part of its approach to providing debris removal monitoring services for purposes of quality assurance/quality control (QA/QC), contractor invoice reconciliation, and reporting.

Data Management | Quality Control / Quality Assurance

Debris collection and disposal information generated from tickets created in the field utilizing TDMSmobile is uploaded into a secure electronic disaster debris data management system, TDMSweb, that summarizes debris quantities to include collection and disposal information by date, debris type, collection zone, and collection and disposal location. This information is reviewed daily through Thompson's quality assurance/quality control (QA/QC) queries and parameters which check of irregularities and outliers. Such queries and parameters include:

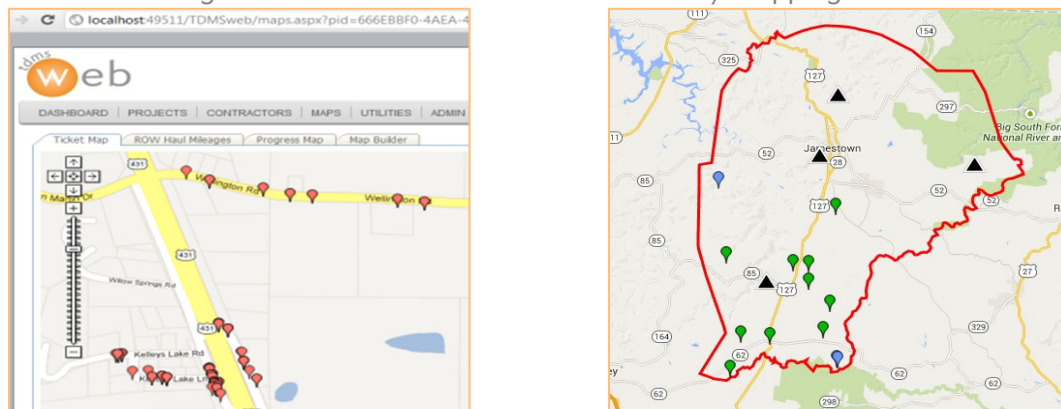
- Count of loads by collection truck
- Trip time per load
- Trip distance
- Average load call by truck
- Average load call by disposal monitor
- Count of loads by collection location

Figure D-10: Ticket Data Presented in TDMSweb



Thompson will also plot daily collection activities using GIS software to review collection locations against eligible City boundaries to ensure collection is occurring in designated work zones.

Figure D-11: Ticket Location and Boundary Mapping



Data Management | Reporting

Thompson collects a large amount of information from field operations daily and can provide our clients a variety of reports, maps, and dashboards to summarize this information. We develop and manage all reports in-house and can customize each product based on the client's reporting needs and program configuration.

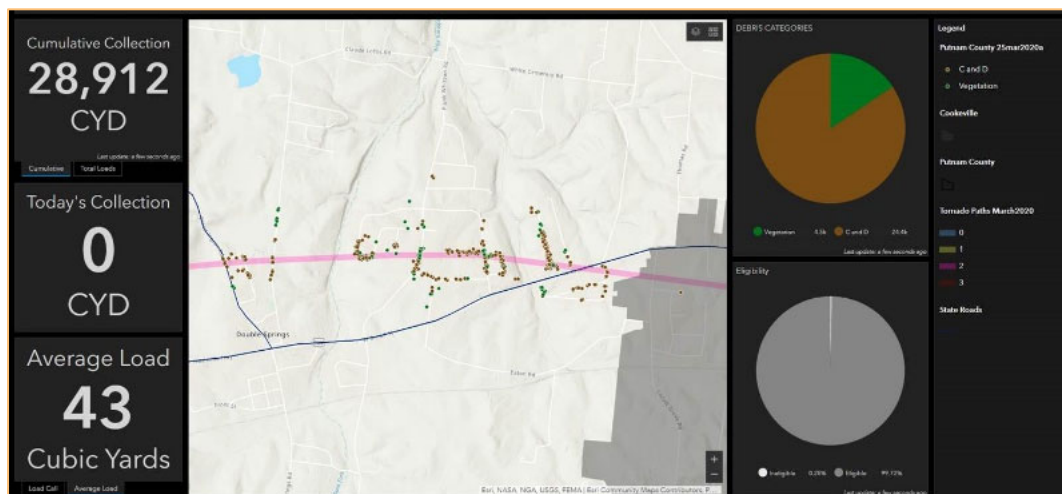
Daily Debris Collection Report: Thompson's Daily Debris Collection Report is produced each day and summarizes the previous day's field activities as well as providing project metrics and trend reporting. This can include, daily and cumulative haul totals or unit counts for each type of debris collected along with several other totals and statistics including but limited to:

- Date of reporting, client, disaster number, project, and contract number
- Summary of the previous day's activities
- Number of contractor certified equipment in field
- Total number of monitors in the field
- Minimum, maximum, and average load size
- Average load call percentage
- Days from debris removal start date
- Days from FEMA Disaster Incident start
- Disposal locations with debris totals

The main body of the report contains standard reporting metrics to meet the requirements of FEMA, however, Thompson can adjust the Daily Debris Collection Report to also meet the needs of any additional contractual (e.g., requirement of minimum contractor trucks in field within a certain hours/days timeframe) or local needs (e.g., collection or political zones or districts).

GIS Mapping and Dashboards: Thompson can also provide project data through GIS mapping and dashboards that also displays real time data including daily and cumulative collection totals, collection locations, eligible/ineligible ticket locations, collection debris type breakdowns, etc.

Figure D-12: Project Operations Dashboard



Our goal is to provide efficient and effective insight into the debris removal and recovery operation through a customized approach to avoid submitting an unnecessary or overwhelming amount of “off the shelf” reports.

Field Documentation: Thompson captures a variety of physical and digital field documentation through logs and our automated debris management system. Unique to Thompson, our process retains one physical copy of the electronic receipts created at the disposal site or in the field for unit rate work. These paper copies are housed with the other paper field logs throughout the life of the project as a backup for any technical issue that may arise in the field. Additional copies of the paper ticket are provided to the truck driver, scale house (if applicable) and the debris contractor representative.

TDMSportal: A main component of TDMS, the *TDMSportal*, serves as the client and contractor information center. The *TDMSportal* provides real-time access to project related documents and data, including but not limited to:

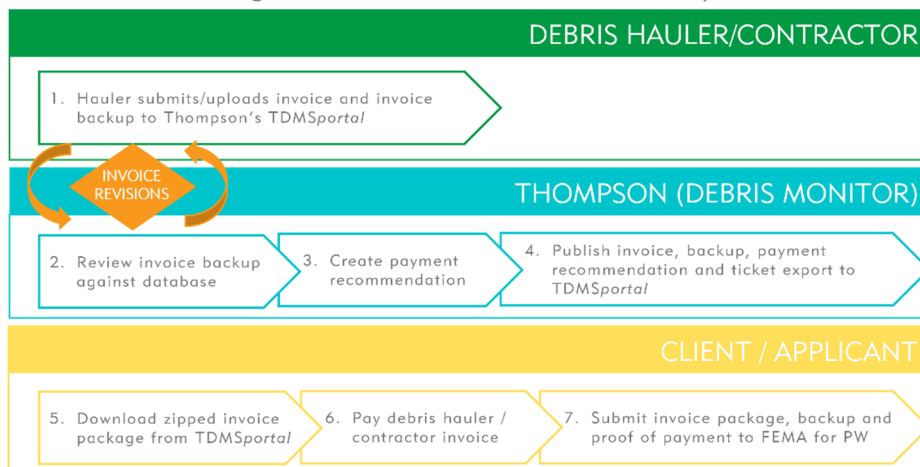
- Contract documents
- Environmental permits
- Truck Certifications
- Ticket and image details
- Daily Reports
- Maps (live, progress, pass, roadway)
- Contractor invoice packages
- Monitor invoice packages

Data Management | Invoice Reconciliation

Thompson will perform a thorough review and reconciliation of contractor invoices submitted to the City. For contractor payments to be verified as accurate and correct, Thompson verifies truck certification, load transactions and unit rate transactions with its database. The reconciliation will include a review of the collection date, time, and location, as well as the debris volume, disposal time and location submitted by the Contractor against the data maintained by Thompson on behalf of the City. Upon completing the verification of each record being claimed for payment, Thompson will render a payment recommendation to the City. Thompson's payment recommendation will include the following:

- A copy of the contractor invoice
- Invoice back-up organized by program, date, service type, contract line item, and location
- A summary of discrepancies identified
- A payment recommendation report
- A cover letter summarizing the reconciliation findings and payment recommendation

Figure D-13: Invoice Process Summary



Closeout

Thompson's team of consultants, engineers, cost estimators and subject matter experts are disaster recovery and grant management practitioners and implementers that maintain an active knowledge of federal policy and industry leading expertise in navigating federal programs to maximize and retain federal funding for impacted communities.

FEMA PA Worksheet Development

Thompson will assist the City with developing Project Worksheets (PWs) and necessary documentation to substantiate cost claims to FEMA for the Public Assistance (PA) program. Thompson will deploy consultants to coordinate PA operations with TDEM officials and prepare small and large project PWs to capture eligible costs incurred by the City. Throughout the PA process, Thompson carefully tracks all associated labor and expenses in accordance with FEMA DAP 9525.9, outlining eligibility requirements for reimbursement of Direct Administrative Costs (DAC), allowing the City to be reimbursed for the majority of Thompson's PA Consulting costs. Though some costs may remain ineligible for reimbursement by declaration in federal guidelines (i.e., indirect costs for FEMA PA), Thompson's emphasis on efficient performance and accurate cost tracking will ensure the City receives maximum reimbursement for Thompson's services.

Thompson applies a forward-thinking, collaborative, and cost-effective approach to FEMA PA consulting. Our tried and tested consultants are knowledgeable of PA program policy, requirements, and best-practices and draw upon experience to make certain PWs are efficiently and properly prepared, and whenever possible, are audit-ready at the time of submission. Through encouraging transparency between the City, TDEM, and FEMA, Thompson will seek to expedite City's recovery process, maximize reimbursement, and limit the need for post-submittal administration including audit preparation and appeals support. Thompson consultants have experience preparing and administering PWs in all categories of work (A-G and Z).

Audit Ready Documentation

Throughout the duration of the project, the City will be provided access to the TDMS*portal*, which will include all project documentation and reports required by FEMA for review. Thompson's documentation process mirrors the FEMA GrantsPortal to expedite the submittal and review process.

For example, all reconciled invoices are delivered to the City for submission to FEMA as audit ready packages which include the contractor invoice, all supporting data in MS excel, Thompson's payment recommendation and an Adobe PDF of all associated load and unit tickets. Upon project completion, Thompson will provide the City with a final report that captures all reconciled cumulative project totals, with quantities broken out by debris type, DMS site, and final disposal location. A separate cost report, broken out by contract line item, will also be provided at project completion.

Figure D-14: TDMSportal Documentation Summary

DASHBOARD	TRUCKS	TICKETS	PPDR	TRANSACTIONS	INVOICES	MAPS	REPORTS	TIME	ADMIN	pSCAN	LOGOUT
Upload	Reports	Contract Documents									
Filter											
REPORTS 0											
Download	Client	Date	Report Type	Comment							
	Leon County										
	Leon County	09/16/2019	All Truck Certs	Ashbritt							
	Leon County	09/16/2019	All Truck Certs	Ceres							
	Leon County	09/13/2019	All Daily Reports								
	Leon County	09/13/2019	All Daily Reports								
	Leon County	01/22/2019	Daily Report								
	Leon County	01/22/2019	Daily Report								
	Leon County	01/21/2019	Daily Report								

Audit Support

To the extent necessary, Thompson will provide the City with first and second appeal support for unfunded or de-obligated disaster related projects or initiatives that the City and Thompson mutually agree may be determined eligible by FEMA based on a re-review of existing project documentation or other review of new information presented to substantiate the eligibility of the project.

SECTION E

Pricing & Fees

Thompson has completed and included Attachment D – Pricing and Fees in the subsequent pages of this section.

**ATTACHMENT D
PRICING AND FEES**

Respondents: Please use form below or include equivalent pricing and fees breakdown in your submittal.

Company Name: [Thompson Consulting Services, LLC](#)

City of Friendswood RFP #: 2022-12

All work to be performed as described herein and comply with
all requirements as part of the Debris Monitoring RFP.

Unit Cost Proposal					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	EXTENSION
Bid Item A: Personnel					
A-001	Project Manager ¹	Each	1	68.29	\$ -
A-002	Operations Manager ²	Each	1	0.00	\$ -
A-003	Field Supervisor ¹	Each	1	34.60	\$ -
A-004	Health and Safety Officer ²	Each	1	0.00	\$ -
A-005	Debris Monitor	Each	1	31.65	\$ -
A-006	GIS Analyst	Each	1	55.00	\$ -
A-007	Data Manager	Each	1	52.74	\$ -
A-008	Billing/Invoice Analyst	Each	1	49.11	\$ -
Bid Item B: Additional Personnel Needed As Determined by Respondent					
B-001	Automated Debris Management System	Each	1	3.50	\$ -
B-002		Each			\$ -
B-003		Each			\$ -

¹Positions eligible for GSA per diem. Meals, lodging and incidental expenses will be billed in accordance with GSA stipulations. Direct project expenses beyond meals, lodging and incidental expenses will be charged at cost without markup.

²Duplicative position not necessary to complete the scope of work requested by the City, therefore will not be charged to the City.

SECTION F

References

References for Similar Projects

The following references attest to the versatility of Thompson and the capabilities that we maintain in debris removal monitoring and disaster related services. We believe the highest praise a consultancy can receive is that of a recommendation from a previous or current client. Additional project details are provided in Section C, Experience.

Aransas County, Texas

Sept. 2017 – Dec. 2018

Disaster Debris Removal Monitoring & PPDR
Valerie Gonzalez, Environmental Health Director
946-330-6322 | vgonzalez@aransascounty.org

Debris Quantity: 2,775,000 CY
870 Airport Road
Rockport, TX 78382

City of Corpus Christi, Texas

Mar. – Apr. 2021

Severe Winter Storm Debris Removal Monitoring
Gabriel Maldonado, Contracts / Funds Administrator
361-826-1986 | GabrielM3@cctexas.com

Debris Quantity: 75,000 CY
2525 Hygeia St.
Corpus Christi, TX 78415

Grant Parish, Louisiana

Aug. 2020 – Mar. 2021

Hurricane Debris Removal Monitoring & FEMA Public Assistance
Sissy Pace, Parish Manager
318-627-3157 | sissypace@gppj.org

Debris Quantity: 1,175,000 CY
200 Main Street
Colfax, LA 71417

Experience with Simultaneous Contract Activations

Thompson recognizes that each disaster situation is going to be different, and the exact location of work to be performed within City cannot be determined until a disaster event occurs. Although we will always be able to leverage our extensive experience and capabilities, we will also have to be prepared to draw on resources intelligently, prioritize efficiently, and act decisively when facing new challenges. In order to do this, Thompson promotes a collaborative working relationship with our clients and their debris removal contractors.

Recent disaster incidents, including Hurricanes Florence and Michael in 2018, Hurricanes Harvey, Irma and Maria in 2017 and Hurricane Matthew in 2016 have tested and enhanced Thompson's managerial capabilities, especially in the State of Florida. These disaster incidents have resulted in regional, nearly state-wide and multi-state response operations. Hurricanes Michael and Florence made landfall within one month of each other and required simultaneous disaster response operations for nine (9) clients in North and South Carolina and six (6) clients in Florida and Georgia. Following Hurricane Irma, Thompson was activated by, and successfully responded to 47 clients within the State of Florida, including Lee County, Volusia County and the Solid Waste Authority of Palm Beach County, some of the hardest hit and largest debris removal missions throughout the State. In 2016 when a massive flooding event devastated the greater Baton Rouge area of Louisiana and Hurricane Matthew struck the Atlantic

Seaboard of the United States, Thompson was simultaneously activated by twenty five (25) county and city governments in Louisiana, Florida, Georgia, South Carolina, North Carolina, and Virginia. At peak times following Hurricane Irma in Florida alone, Thompson had deployed over 1,600 field staff and nearly 1,200 pieces of ADMS equipment. Through these recent events Thompson worked closely with our clients and many different debris removal companies to work through the following challenges:

LOGISTIC CONSIDERATIONS: When addressing a multi-state disaster response such as Hurricane Matthew, Thompson's debris removal monitoring assignments were extended over a large area including south central Louisiana and spanning nine hundred (900) miles along the Atlantic coast from Palm Beach County, FL to Norfolk, Virginia. In order to address client specific field personnel and equipment needs, Thompson implemented several operational hubs in six (6) states with runner and logistics support to all projects.

LARGE SCALE ADMS DEPLOYMENT TO MONITOR ALL TYPES OF DEBRIS COLLECTION: Thompson's ADMS deployment following Hurricanes Harvey, Irma and Maria in 2017 was one of the largest simultaneous ADMS deployments in history, with over 1,300 units deployed to over 55 work locations. Thompson's ADMS units were configured to monitor the collection of nearly 15 million cubic yards of disaster related debris. Thompson's ADMS system was configured to monitor the removal of vegetative, construction and demolition (C&D), white goods, household hazardous waste, animal carcasses, sand, waterway, and private property debris removal.

STAFFING EXECUTION PLAN: Thompson maintains a professional recruiting and staffing department in house so that we can respond quickly and efficiently to surge staffing demands. We maintain a network of over 1,000 potential field monitors on call to supplement monitors sourced locally. When tasked with ramping up quickly, efficiently, and simultaneously over a six (6) state area following Hurricane Matthew, Thompson relied on dedicated resources that owned the ramp-up process. We did not, and do not currently, rely on any third-party staffing firms that do not understand the disaster business. This was critical to our success with the Hurricanes Matthew, Irma and Michael mobilizations.

RAPID MOBILIZATION: During these recent disasters, many of Thompson's clients elected to participate in the Public Assistance Alternative Procedures (PAAP) Pilot Program for Debris Removal and tasked Thompson and the debris removal contractors with expedited debris removal schedules. Thompson, the debris removal contractors, and the clients were highly motivated to complete debris removal operations as quickly as possible. Thompson was able to handle the great deal of operational pressure associated with monitoring expedited debris removal operations, and over 90% of the work that we monitored was completed within 90 days.

SECTION G

Required Forms

Thompson has completed and included the following forms in the subsequent pages of this section.

- Execution of Offer
- Statement of Organization
- Bidder's Certification
- Exceptions to Specifications
- Contractor's Capacity to Perform
- Form 1295 – Certificate of Interested Parties
- Attachment B: Certification Regarding Lobbying
- Attachment C: Certification of Compliance with Federal Standards & Requirements

EXECUTION OF OFFER

The undersigned, in submitting this proposal and their OFFER of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

Submitted by:

Thompson Consulting Services, LLC

(OFFICIAL FIRM name)

By:



(Original Signature) **Must be signed to be considered responsive.**

Jon Hoyle

(Typed or Printed Name)

President

(Title)

6/9/2022

(Date)

Remittance Address:

2601 Maitland Center Parkway

Maitland, FL 32751

(City, State, Zip code)

Phone #:

(407) 792-0018

Fax #:

(407) 878-7858

E-Mail Address:

info@thompsoncs.net

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

Initials

Date acknowledged

1)

2)

3)

STATEMENT OF ORGANIZATION

1. Respondent

Full Name of Business: Thompson Consulting Services, LLC
Principal Business Address: 2601 Maitland Center Parkway
Maitland, FL 32751
Principal Phone Number: 407-792-0018

Local Business Address: _____
Local Business Contract: _____
Local Business Phone: _____
Local Business Fax: _____
Local Business E-mail: _____

Type of Organization: Limited Liability Company
Tax ID #: 45-2015453
License #: Not Applicable

Provide names of authorized representatives of the Respondent who has/have legal authority to bind the Respondent into contractual obligations:

- (a) Jon Hoyle, President
- (b) Nate Counsell, Executive Vice President
- (c) _____
- (d) _____

2. Subcontractor(s)

List of all firms participating in this proposal

	Name	Address	Area of Responsibility
(a)	<u>None</u>	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a resident bidder of Texas as defined in HB 620.
(Company Name)

Signature _____

Print Name _____

I certify that Thompson Consulting Services, LLC is a Nonresident bidder as defined in HB 620
(Company Name)

and our principal place of business is Maitland, Florida.
(City and State)

Signature  _____

Print Name Jon Hoyle _____

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Bid	Reason

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Firm Thompson Consulting Services, LLC

Agent  Jon Hoyle

CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

1. Availability to perform: Thompson maintains 24 corporate and branch offices throughout the southeast including in Houston and the City of Orange. Thompson also has over 150 on-call debris removal monitoring managers and supervisors and over 1,000 inspectors. Thompson intends to fill temporary debris monitoring positions with City residents.
(Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)
2. Equipment and operational items: Thompson has over 1,750 automated debris management system (ADMS) units on hand and has access to additional units within 24 hours of notification when necessary. Thompson owns and maintains our ADMS solution and does not lease any part of the system or unit. Additional information about Thompson's equipment resources can be found in Section D.
(Identify by quantity and type any equipment/assets allocated to contract performance)
3. Personnel: Thompson is a 100 percent employee-owned company that employs over 325 full-time personnel spanning the consulting, engineering and architecture disciplines. The proposed personnel and their qualifications has been provided in Section B and Section D of our proposal response.
(Identify by quantity and category any personnel assigned to contract performance)
4. Other Resources: Thompson has both the financial capacity and the access to credit necessary to commence and continue project operations both before and while federal and state funds are approved for the declared emergency or disaster event, even when multiple projects are activated during the same time period.
(Identify any other resources to be allocated to complete contract performance)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-896607

Date Filed:
06/08/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Thompson Consulting Services, LLC
Maitland, FL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Friendswood

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 2022-12
Debris Monitoring Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Thompson Holdings, Inc.	Mobile, AL United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jon Hoyle, and my date of birth is [REDACTED].

My address is 2601 Maitland Center Parkway, Maitland, FL, 32751, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Orange County, State of Florida, on the 9th day of June, 2022.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

**ATTACHMENT B
CERTIFICATION REGARDING LOBBYING**

(Required for each Contract exceeding \$100,000)

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Contractors are required to complete **Form SF-LLL - Disclosure of Lobbying Activities** to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Contractor, [Thompson Consulting Services, LLC](#) certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Jon Hoyle, President

Print Name and Title of Contractor's Authorized Official



Signature of Contractor's Authorized Official

6/9/2022

Date

CERTIFICATION REGARDING LOBBYING

Not Applicable

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier If Known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency: 	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> 	b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i> 	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure	Signature  Print Name <u>Jon Hoyle</u> Title <u>President</u> Telephone No. <u>407-792-0018</u> Date: <u>6/9/2022</u>	
Federal Use Only	Authorized _____ for _____ Local _____ Standard Form – LLL (Rev. 7-97)	

ATTACHMENT C
CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

The undersigned [Contractor] certifies, to the best of his or her knowledge that Thompson Consulting Services, LLC, Contractor company or legal entity understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed herein, and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. **Contractor must initial by each regulatory requirement and sign below.**

- | | | |
|------------|----|---|
| <u>JAA</u> | 1 | Access to Records |
| <u>JAA</u> | 2 | Byrd Anti-Lobbying Agreement |
| <u>JAA</u> | 3 | Clean Air Act & Federal Water Pollution Control Act |
| <u>JAA</u> | 4 | Compliance with Federal Law, Regulations, and Executive Orders |
| <u>JAA</u> | 5 | Contract Work Hours and Safety Standards Act |
| <u>JAA</u> | 6 | Debarment and Suspension |
| <u>JAA</u> | 7 | Department of Homeland Security Seal, Logo, and Flags |
| <u>JAA</u> | 8 | Domestic Preferences for Procurement |
| <u>JAA</u> | 9 | Energy Efficiency |
| <u>JAA</u> | 10 | Hold Harmless Agreement |
| <u>JAA</u> | 11 | No Obligation by Federal Government |
| <u>JAA</u> | 12 | Affirmative Socioeconomic Steps |
| <u>JAA</u> | 13 | Potential Conflicts of Interest |
| <u>JAA</u> | 14 | Procurement of Recovered Materials |
| <u>JAA</u> | 15 | Program Fraud and False or Fraudulent Statements or Related Acts |
| <u>JAA</u> | 16 | Prohibition on Contracting for Covered Telecommunications Equipment or Services |
| <u>JAA</u> | 17 | Termination for Cause & Convenience |
| <u>JAA</u> | 18 | Whistleblower Protection Act |

If requested by City of Friendswood and/or the Subrecipient, Contractor agrees to provide their policy and/or documentation verifying compliance with each of the above listed regulatory requirements.

Jon Hoyle, President

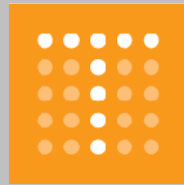
Print Name and Title of Contractor's Authorized Official

JAA

Signature of Contractor's Authorized Official

6/9/2022

Date



thompson
CONSULTING SERVICES

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 05/19/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the City Manager to negotiate and execute debris removal services contracts with (i) Crowder Gulf and (ii) KDF Enterprises LLC (RFP 2022-13).

Originating Department: Fire Marshal

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The following is for the pre-event contract that provides debris removal services in the event of an unforeseen declared emergency/disaster. On May 25, 2022, the Fire Marshal's Office/Office of Emergency Management went out for Proposals RFP 2022-13 for Debris Removal.

RFP 2022-13 was published in The Galveston Daily News and The Reporter News on May 25, 2022 & June 1, 2022, and as a result received 7 sealed proposals from the following companies: Southern Disaster Recovery LLC, Crowder Gulf, DRC Emergency Services, KDF Enterprise LLC, Custom Tree Care Inc, TFR Enterprise Inc, D & J Enterprises Inc

The proposals were opened on Tuesday, June 14, 2022 and after reviewing them, the selection committee recommends awarding the pre-event contract for Debris Removal to: Crowder Gulf & KDF Enterprises LLC. It has been the practice of the Fire Marshal's Office/Office of Emergency Management to have redundancy and back-up contracts when possible. FEMA prefers and encourages multiple contracts.

There are no upfront costs for this contract to be in place. (*) Funds would be appropriated only if the contract is executed.

This item authorizes the City Manager to negotiate a primary contract for Debris Removal Services with Crowder Gulf and a secondary contract with KDF Enterprises LLC.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

There are no up-front costs associated with this contract, and if the contract is activated following a disaster, the costs related to the contract are eligible for FEMA reimbursement.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. RFP 2022-13 Debris REMOVAL Evaluation Executive SUMMARY
2. 2 - CrowderGulf_Friendswood, TX - FINAL PROPOSAL from CG_Redacted
3. 4.1 - KDF Corporate Health and Safety Plan
4. RFP 2022-13 Debris REMOVAL v1

EVALUATION EXECUTIVE SUMMARY
RFP 2022-13 Debris REMOVAL

Respondent	Weighted Total	Points
CrowderGulf	4.9	97.75
KDF Enterprises LLC	4.5	89.50
D&J Enterprises, Inc.	4.1	82.25
DRC Emergency Services	4.1	82.00
Southern Disaster Recovery, LLC	3.9	77.00
TFR Enterprises, Inc.	3.7	74.75
Custom Tree Care, Inc.	2.9	58.75

City of Friendswood, TX

RFP 2022-13

Debris Removal Services

Tuesday, June 14, 2022 @ 2:00 PM



Ashley Ramsay-Naile,
President
Disaster Administration Office
5629 Commerce Blvd. E
Mobile, AL 36619
800-992-6207 Phone
251-459-7433 Fax
jramsay@crowdergulf.com
www.crowdergulf.com

Texas Office
Clayton Young, Regional Manager
11190 Circle Drive, Suite 109 A
Austin, TX 78736

Please direct all inquiries to the Disaster Administration Office located in Mobile, AL



A. Cover Letter



*2008 Hurricane Ike
Bolivar, TX*

**City of Friendswood, TX
RFP 2022-13 Debris Removal Services**

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Blvd. East
Mobile, Alabama 36619

Office: (800) 992-6207
Fax: (251) 459-7433

June 9, 2022

The City of Friendswood, City Secretary's Office
910 South Friendswood Drive
Friendswood, TX 77546

Re: RFP NO. 2022-13 for Debris Removal Services

CrowderGulf is pleased to submit the enclosed proposal as a firm and irrevocable offer in response to the RFP referenced above. We want to express our desire to enter into agreement with The City of Friendswood for Debris Removal Services. We believe we are the best company to provide the City of Friendswood the requested services based on our personal experience, and our many years of experience and capabilities as synopsisized below and demonstrated in the attached proposal.

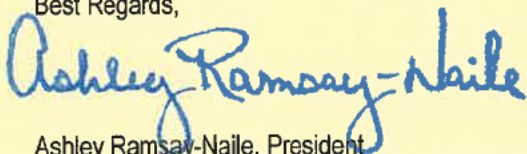
CrowderGulf is a national full-service debris management firm with over fifty-one (51) years' experience in helping communities like The City of Friendswood recover from disasters. Having managed successful debris clean-up operations in fifteen (15) states, including Texas, we have developed one of the most capable recovery management teams in the Country. **After the 2020 Hurricane Season, the CrowderGulf Team responded to nine major disaster (7 tropical events and 2 tornados), having 28 contracts activated in six different states, including Texas.** One of the most notable accomplishments is the consistent daily production rates and that CrowderGulf removed over **22 Million Cubic Yards of debris, to date.** Our disaster experience includes the completion of **over five hundred (500) disaster recovery projects** and success in removing, reducing and disposing of **over three hundred and seventy-five (375) million cubic yards of debris** and is testament to our ability to meet the scope of work established by the City of Friendswood.

CrowderGulf's management team includes previous FEMA Directors, Emergency Managers and qualified Debris Specialists with 40+ years of training and "boots on the ground" field experience. You will find our team fully knowledgeable in all aspects of debris clean-up from operational methodology to quality control and FEMA public assistance reimbursements. We recognize that an efficient, orderly and safe debris management operation can only be achieved by experienced on-site personnel. Our key management and field staff have obtained numerous FEMA and OSHA certifications in emergency management, safety and environmental compliance and remain with you from contract activation to closeout.

CrowderGulf is committed to responding to any event in the City of Friendswood, regardless of size or type, with utmost promptness. **Clayton Young, Texas Regional Manager**, is a seasoned member of the CrowderGulf team. He is a lifelong Texas resident and has first-hand experience working disaster declarations within the State of Texas. He served as Regional Manager and managed multiple contracts after **Hurricane Harvey caused serious destruction throughout the State.** He has been assigned to meet the needs and requests of the City of Friendswood throughout the year. He can provide valuable knowledge and experience with an inherent commitment and dedication to the City of Friendswood. Mr. Young can be reached at 940-206-6996 or cyoung@crowdergulf.com. Or, you may contact the CrowderGulf Disaster Assistance office at 1-800-992-6207.

We greatly appreciate the opportunity to submit this proposal. **We assure you that our professional disaster debris team will continue to exceed the expectations of the City of Friendswood.** This Proposal will remain effective for a period of sixty (60) days. We will be pleased to provide any additional information that would assist the City of Friendswood in its deliberations and look forward to your favorable response. As the President of CrowderGulf, I attest that this proposal is presented in fairness and in good faith without collusion or fraud and I, Ashley Ramsay-Naile, have the authority to bind CrowderGulf in all transactions relative to the award of **RFP No. 2022-13 for Debris Removal Services.** In addition, Reid Loper, Vice President, also has the authority to bind the company.

Best Regards,



Ashley Ramsay-Naile, President
jramsay@crowdergulf.com / knoll@crowdergulf.com

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B. Qualifications of CrowderGulf



*2008 Hurricane Ike
Bolivar, TX*

**City of Friendswood, TX
RFP 2022-13 Debris Removal Services**

B. Qualifications of CrowderGulf

CrowderGulf At-A-Glance

- **Full time (365 days/yr.) Debris Management Company with over 50 years of successful experience in debris management, removal and disposal services.**
- **In the last 7 years, CrowderGulf has removed over 62,000,000 cubic yards of debris thus giving CrowderGulf more experience than any other company in the industry.**
- **Bases of Operation:**
 - Primary **Mobile, Alabama**
 - Satellite Offices Austin and Denton, Texas
 - Palm Harbor, Deerfield Beach and Winter Garden, FL
 - D'Iberville, Mississippi
 - New Orleans, Louisiana
 - Hilton Head Island and Laurens, South Carolina
 - Richmond, Virginia
- **Never failed to complete** all contract obligations and never defaulted on a contract.
- **Committed to the same** Project Management Team remaining with the project from start to finish.
- Large cadre of management personnel with extensive disaster debris training and experience.
- **Completed simultaneous** debris projects after all major hurricanes **since 1969.**
- Over **500** disaster recovery projects successfully completed.
- Successfully removed, reduced and disposed of over **375 million cubic yards of debris.**
- Industry leader in **waterway debris removal**, including work after **Hurricanes Laura, Michael, Sandy and Deep Horizon Oil Spill.**
- Fully committed to using local citizens and qualified local subcontractors to the maximum extent, including Minority Business Enterprise (MBE) owners.
- **No lawsuits, liens or judgments by clients ever** filed or pending and no bankruptcy proceedings filed or pending.
- **No lawsuits, liens or judgments by CrowderGulf to clients ever** filed.
- Over 350 pieces of company-owned/leased equipment available for rapid response.
- Experienced in providing FEMA compliant documentation to every client. We provide unlimited support and accurate documentation to help ensure that no clients are denied reimbursement.
- Well-developed and proven Debris Management and Operations Plan that is reviewed and revised after every event.
- Quality Control always maintained to reinforce the "Clean as You Go" policy for debris removal.
- Technical advice and training available to all clients throughout the contract term, at no cost to client.
- Significant financial strength:

AGGREGATE BONDING CAPACITY	\$ 500,000,000
SINGLE BONDING CAPACITY	\$ 250,000,000
OTHER AVAILABLE FUNDING	\$ 150,000,000

Over Fifty Years of Debris Management Experience

CrowderGulf is a national full-service debris management firm, with over **fifty years** of experience throughout the United States, helping communities, like the City of Friendswood, recover from disasters as rapidly and efficiently as possible. The roots of the company began in 1969, with brothers John and Woodie Ramsay, who were recent Auburn University graduates. They grew up truck farming in south Mobile County, AL, less than 10 miles from the Mississippi State line. When Hurricane Camille devastated the Mississippi Gulf Coast, the Ramsay brothers joined forces with local Mississippi contractors, to clean up Biloxi, MS and much of the Gulf Coast.

In 1984, as the brothers' work branched out into other areas, they began doing business as Gulf Equipment Corporation, an Alabama General Contractor licensed in seven Southeastern states. Based on the work generated, they developed three divisions in Gulf Equipment: tower erection, construction, and disaster debris management.

In 2002, John Ramsay formally created CrowderGulf as an independent disaster debris management company. John's honesty, reliability, and respect for all clients, along with his extensive knowledge and experience in disaster debris cleanup, were key to the strong qualified team that he built over the years. Today, Ashley Ramsay-Naile, John's oldest daughter, is president of CrowderGulf. Ashley has continued to build a strong, qualified team, using her years of experience and excellent management skills to continue to grow and improve the Company.

During the last five decades, the Company has managed over **500 disaster recovery projects in 15 states and has successfully removed, reduced and disposed of over 375 million cubic yards of debris**. CrowderGulf's current and past performance, as highlighted in this proposal, demonstrates our expertise in successfully completing multiple contracts simultaneously, regardless of their locations or the amount of damage.

CrowderGulf has encountered and successfully handled everything within the City's Scope of Work identified in this RFP. We are committed to completing every project in a minimum amount of time and in a safe, orderly, and practical manner. CrowderGulf contracts have involved disaster debris work in all eligible areas identified in FEMA's Public Assistance Program, Category A. The confidence that we can deliver services to the City effectively and efficiently is bred from our past successes.

All disaster management work is completed in full regulatory compliance with all agencies involved in disaster recovery, including the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality, Texas Department of Health, Texas Department of Transportation. This commitment to regulatory detail has earned CrowderGulf a reputation as a company of integrity, dependability and reliability.

CrowderGulf is committed to working as a team with City personnel to facilitate the pre-planning that will assure a smooth debris removal operation in the event of a disaster. We can assist in preparing and updating Debris Management, Emergency Operations and Mitigation Plans. In addition, CrowderGulf will provide preparedness training designed specifically to meet the needs of the City. **Our training and technical advice is provided free of charge throughout the contract term.**

The CrowderGulf Staff is dedicated to providing the City of Friendswood with priority service, quality performance and expert on-site management. The combination of CrowderGulf's human resources, extensive equipment inventory, financial capacity and experienced subcontracting teams, allow the company to honor all contractual commitments with dispatch and efficiency, regardless of geographic location or size of disaster. The depth of these integrated components will also allow CrowderGulf to respond to those special needs of the City that may not have been considered in the pre-event contract.

"Our City was devastated by Hurricane Michael on October 10, 2018, the largest disaster that the Florida Panhandle has endured in decades. With the quick activation by your company for debris hauling, the City of Parker was on the road to recovery in a matter of weeks. Your team was able to coach us through the cleanup with skill and patience as we navigated logistics and public relations hurdles."

*Richard Musgrave, Mayor
City of Parker, FL*

Key Personnel

CrowderGulf Disaster Management brings a responsible and experienced organization to partner with the City of Friendswood. CrowderGulf's extensive experience and personnel resources enables us to quickly assemble uniquely trained and experienced project teams and match specialized equipment and subcontractor resources with project execution requirements. All CrowderGulf officers, managers and supervisors have been involved in previous successful disaster related to debris operations and have been fully trained in quality control, safety, ethics and drug policies of CrowderGulf. Should we need their services we have additional management resources that include retired and semi-retired construction, City, County, FEMA, and Power Company professionals who are experienced in managing and inspecting disaster related work. We also have a standby agreement in place with various engineering companies to provide personnel for engineering services, if needed.

■ Project Management Team Member Bios

The names and biographical information of CrowderGulf's professional staff that could be assigned to the City's Management Team are provided below. Each individual is very experienced in emergency debris management. Depending on the need, additional staff may service the City. All additional CrowderGulf staff added will be upon approval of the City. **Due to page limitations, only Key Personnel and our Local Texas Team have been identified.**

Name	Position	Email	Phone	Years' Experience
Ashley Ramsay-Naile	President	jramsay@crowdergulf.com	(646) 872-1548	27
Nick Pratt	Director of Operations	npratt@crowdergulf.com	(251) 402-5566	18
John Campbell	Regional Director – East	jcampbell@crowdergulf.com	(859) 963-8672	25+
Buddy Young	Regional Director - West	byoung@crowdergulf.com	(940) 597-4252	25+
Don Madio	Regional Manager – FL	dmadio@crowdergulf.com	(813) 285-8749	23
Barrett Holmes	Regional Manager – NY, NJ, CT	bholmes@crowdergulf.com	(864) 569-6611	25+
Clayton Young	Regional Manager - TX	cyoung@crowdergulf.com	(940) 206-6996	12
Drew Sprinkle	Regional Manager-AL, MS	dsprinkle@crowdergulf.com	(251) 423-1100	6
Reid Loper	Vice President / Senior Project Manager	rloper@crowdergulf.com	(678) 477-3755	15
Wesley Naile	Contracts Manager	wnaile@crowdergulf.com	(251) 533-5585	18
Margaret Wright	Documentation Director / PhD	mwright@crowdergulf.com	(251) 604-6346	23
Leigh Anne Ryals	Emergency Management & Quality Control Specialist	lryals@crowdergulf.com	(251) 751-8660	25+
Jeff Zemlik	Safety Manager	jzemlik@crowdergulf.com	(251) 509-9422	12
Jesus Carritie	Client Relations and Quality Control	jcarritie@crowdergulf.com	(512) 375-0229	8
Wilber Ledet	Senior Project Manager	wledet@crowdergulf.com	(228) 326-5915	12
Matt Lucas	Senior Project Manager, East Coast	mlucas@crowdergulf.com	(609) 731-2858	25+
Howard Turner	Project Manager, East Coast	hturner@crowdergulf.com	(804) 814-6197	19
Isam Brisco	Project Manager	ibrisco@crowdergulf.com	(512) 373-0586	8
Joe Hayes	Project Manager	jhayes@crowdergulf.com	(561) 315-1360	6
Lew Najor	Project Manager	lnajor@crowdergulf.com	(850) 393-9985	27
Barton Holmes	Project Manager	barton@crowdergulf.com	(864) 906-1671	5

Nick Pratt – Director of Operations – Previous Texas Experience

Mr. Pratt serves as CrowderGulf's Director of Operations. His ability to coordinate our field assets and subcontractor resources has proved invaluable to the overall success of our many projects. Nick began his work at CrowderGulf in 2004 as an equipment operator and crew foreman following Hurricane Ivan. Having completed this large debris removal operation with great success, Nick's talents and abilities were used again to provide field supervision over crews in Pascagoula, MS following Hurricane Katrina in 2005 and in Texas after Hurricane Ike in 2008. Nick supervised and managed several hauling crews until the final cleanup work was completed in Bolivar, Texas.



Nick was promoted to Project Manager in 2010 and was assigned project management duties for the BP Deep Water Horizon Oil Spill cleanup. He initially handled all of the logistics for the Oil Spill project, putting hundreds of pieces of CrowderGulf equipment in place and directing and training hundreds for CrowderGulf employees throughout the operation. Nick has continued to assist our team by providing his expert knowledge and leadership in the field to complete any assignment given to him on or ahead of schedule. Nick has played a vital role as project manager for our large waterway debris removal contract with the New Jersey Dept. of Environmental Services, as a result of Hurricane Sandy in 2012. From 2012- 2018, Nick has worked numerous disaster responses for CrowderGulf providing Project Management and asset coordination assistance for multi-state responses. Most recently, Mr. Pratt worked to secure subcontractors, field personnel, equipment and assets in 2017 after Hurricane Harvey struck the Texas Coast. Hurricane Irma devastated Florida two weeks later and he remobilized and oversaw the same task items along the Florida Coast. He managed to supply necessary subcontractors and equipment to all **91 activated contracts** in Texas and Florida after those two historical storms. In addition, Mr. Pratt has been the Senior Project Manager in the field for the Florida Department of Environmental Protection waterway debris removal project that occurred after Hurricane Irma. Multiple Counties throughout Florida activated contracts and he worked with Project Manager to remove approximately **250,000 Cubic Yards** of waterway debris.

In (2018), Mr. Pratt provided leadership and resource assets for CrowderGulf's simultaneous activations in North Carolina following Hurricane Florence in which CrowderGulf had 20 contract activations and in the Florida Panhandle for 11 additional contract activations following the devastating Category IV, Hurricane Michael. Mr. Pratt's ability to assess each project's needs and assign personnel and inventory assets has been instrumental in our ability to meet each contract activation with the necessary resources to quickly and efficiently respond to each client. Mr. Pratt attended the University of South Alabama. He also holds certificates in CPR and First Aid, 40 hour HAZWOPER and refresher and in 30 HR OSHA Construction and has over a decade of Disaster Debris Management Experience. (NIMS Trained)



Clayton Young – Regional Texas Manager – Texas Resident & Previous Texas Experience

Mr. Young has been employed with CrowderGulf since 2010. He has served as the Texas and Louisiana client representative in that time, as well as project manager for a number of disaster activations. He spent parts of 2010-2011 in Galveston County Texas overseeing operations for a buyout mitigation program that turned 800 properties destroyed by Hurricane Ike, into green space on the Bolivar Peninsula. He was responsible for bidding and estimation of cost and reconstruction of these properties. After that project was completed, he spent time as a field supervisor in Alabama after the tornado outbreak in 2011.



Clayton was promoted to a project manager and oversaw debris removal efforts in North Carolina for the NC DOT after Hurricane Irene, Montgomery and Waller Counties in Texas after they were flooded on April 15, and Memorial Day in 2015. In addition, he was called to action in Central Louisiana for flood cleanup in 2016. In 2017, Hurricane Harvey caused significant damage to the entire State of Texas and Clayton served as project manager for the Cities of Dickinson, Friendswood, La Marque, Santa Fe, Clear Lake Shores, Jones Creek, Lake Jackson and Galveston County. After completing those projects in 2018, he switched gears and managed waterway restoration projects under a contract with the Texas General Land Office on the Colorado, San Bernard, and Brazos Rivers, as well as Chocolate Bayou and Oyster Creek. In late 2018, after Hurricane Florence hit the East Coast and Carolinas, he managed the debris recovery operations in Duplin County North Carolina. In early 2019.

Mr. Young headed back to the City of Dickinson, TX as project manager for the Dickinson Bayou cleanup and de-snagging project under the Natural Resources Conservation Service (NRCS) Mr. Young has spent time studying and living abroad which has given him unique worldview and the ability to understand and communicate with a wide range individuals. He understands the bid process, contracting, mobilization, operation management, documentation and close out of disaster recovery projects. He excels at building close client relationships, business development and servicing pre-event contracts for Client's needs such as training and pre-planning. Clayton graduated from the University of North Texas where he focused on Entrepreneurial Management and International Business Practices. NIMS Trained



Raymond “Buddy” Young – Regional Director – Texas Resident & Previous Texas Experience

Mr. Young was **Regional Director of FEMA Region VI from 1993 – 2001** and served as Administrator for 133 federally declared disasters and emergencies. He is nationally known and recognized in the Emergency Management field and is extremely knowledgeable about FEMA policies and procedures. He is a retired Captain of the Arkansas State Police where he served for 26 years. As the Director of Operations, Mr. Young has been directly involved in the field operations for all major disasters from Hurricane Isabel in 2003. Mr. Young's FEMA knowledge and experience is invaluable to both CrowderGulf and all clients as decisions must be made during the cleanup operation. Mr. Young is one of the most knowledgeable people working in the debris management field with firsthand experience in managing major disasters. He is also a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA). (NIMS Trained)



Gary Jones – FEMA Specialist and Technical Assistance Manager – Texas Resident & Previous Texas Experience

Mr. Jones has over 28 years working for the Federal Emergency Management Agency (FEMA). He served as **Deputy Regional Director of FEMA Region VI for 17 years**. During those 17 years as Deputy, he also served as Acting Regional Director for 4 years. Mr. Jones was responsible for administration of emergency management programs in the FEMA Region VI states of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas. He provided direct oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region. Additionally, Mr. Jones served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, and Haz. Materials, Earthquake and Hurricane Preparedness, Dam Safety and Chemical Stockpile Emergency Preparedness programs. He was designated Federal Coordinating Officer for Hurricanes Katrina, Rita and Georges and provided executive leadership to over 300 federally declared disasters. Mr. Jones has a Master's Degree from Tulane University and a Bachelor's Degree from the University of Arkansas. (NIMS Trained)



Wilber Ledet – Senior Project Manager – Previous Texas Experience

Mr. Ledet's disaster experience with CrowderGulf began after Hurricane Ike with the managing of the wet debris targets identified by sonar from West Galveston Bay, Tiki Island and Omega Bay, TX. This project also included his expertise in managing the stored vessel reclamation program in which he assisted in the removal of hazardous substances from the vessel and coordinated its proper disposal. From 2010 to 2012, Mr. Ledet managed up to 800 Hazwoper certified responders and facilitated meetings with Environmental Teams and BP officials, serving as project manager, assigned to the Deepwater Horizon Oil Spill. In 2012, following Hurricane Isaac, Mr. Ledet was assigned as Project Manager to oversee the sand removal, sand screening and beach berm construction for the Town of Dauphin Island, AL. This project included sea oat replacement, and the management of the right of entry program for sand reclamation on private property. Following Super Storm Sandy in 2012, Mr. Ledet was assigned as project manager to oversee the wet debris removal from Barnegat Bay, NJ, and successfully completed removal and disposal of over 700,000 yards of wet debris. Mr. Ledet has also served as Project Manager for Ice Storm Pax (NC), and 2014 Tornado Outbreak in Limestone County (AL). Mr. Ledet worked as the Project Manager after the 2015 Severe Floods that devastated Columbia County (SC) in early October, 2015. Most recently, Mr. Ledet managed the floods in Ouachita Parish (LA) and Brazoria County (TX). In late 2016, the City of Central (LA) suffered some severe flooding and Wilber lead the CrowderGulf Team during the removal operations within the City and East Baton Rouge Parish. Mr. Ledet also was the Senior Manager on Hilton Head Island (SC) which resulted in the removal and disposal of over **2.8 Million Cubic Yards** of debris. After Hurricane Matthew, he worked on the waterway debris removal project in Brevard and Volusia County (FL) for the Florida Department of Environmental Protection. In 2017, Mr. Ledet was deployed to **Aransas County, Rockport and Corpus Christi** after **Hurricane Harvey** caused extensive damage to the area. As Senior Project Manager, he was in charge of all 3 locations and he and the CrowderGulf Team removed and disposed of approximately **2.5 Million Cubic Yards** of debris.





Isam Brisco - Project Manager – Texas Resident & Previous Texas Experience

Mr. Brisco is a Graduate of the University of North Texas. He is currently managing the debris removal operations in Calcasieu Parish, Louisiana. He has overseen all of the day to day operations of a project that, at its peak had over 200 trucks removing over 98,000 cubic yards of debris from the ROW daily. He has located and permitted 12 Disaster Management Sites in strategic locations throughout Calcasieu Parish to more effectively remove debris from the ROW. He is the liaison between the subcontractors, monitoring company, and client to ensure all aspects of the job are running smoothly and the client's needs are met. He has seamlessly managed a project that has removed, reduced, and hauled to final disposal over 6,200,000 cubic yards of debris as of January 2021.



In Western Bay County, Florida, Mr. Brisco was the project manager following Hurricane Michael in October 2018. His responsibilities were: Running PUSH Operations to clear streets immediately after Hurricane Michael. Locating and permitting suitable temporary disaster management sites, mapping and plotting debris on all County roads. Debris estimations for the County, delegating debris zones to subs and ensuring they adhere to assigned zones. Supervising operations at Debris Management Sites. Removed 1,993,900 cubic yards of debris from ROW as of the end of 2020.

Managed Debris Removal Operation in Dickinson, TX after flooding from Hurricane Harvey, September 2017–March 2018. Found a suitable temporary Disaster Management Site for increased efficiency of haul in and reduction of C&D. Communicated with the City on a daily basis to update on progress and to prioritize areas for debris pickup. Mapped and plotted all of the roads in the City and relaying the maps to trucks. Zoned the City maps and assigned zones to trucks, worked with Monitoring Company to ensure the job ran smoothly. Oversaw haul out of compacted debris to final disposal, set up and supervised pick up and disposal of White Goods & HHW. Successfully removed, reduced, and hauled to final disposal over 230,000 cubic yards of C&D. (NIMS Trained)



Jeff Zemlik – Safety Manager – Previous Texas Experience

Mr. Jeff Zemlik graduated from Columbia Southern University, graduating with degrees in Occupational Safety and health as well as Organizational Management. Originally hailing from the Chicagoland area, Mr. Zemlik joined the CrowderGulf team in 2010 during the BP oil spill. During this cleanup effort, Jeff headed up the contractor safety program for the state of Alabama.



Every CrowderGulf activation requires Safety in the field, and Mr. Zemlik's field presence is one of his strongest qualities. Regardless of size, safety policy and procedure is strictly enforced, either by Jeff personally, or by the team of trained safety professionals managed by Mr. Zemlik. During Hurricanes Harvey and Irma, Jeff directed the safety program for over 1,500 hauling trucks doing work in 3 States without recordable injuries or fines. In addition, provided operational oversight for debris removal operations in Brazoria County, TX. 2018's Hurricane Michael saw Jeff taking lead in Panama City's "PUSH" operations, providing oversight for the City's leaner/hanger program and removal of trees from publically owned spaces, as well as providing safety leadership to the entire area of operations. During the hyper active hurricane season of 2020, Jeff spearheaded supplying PPE to various government agencies pertaining to COVID-19 protection. 2020 Project highlights include, removal of 60,000 yards of seaweed after Hurricane Cristobal, over 200 PUSH crews post Hurricane Laura, and working closely with the Audubon Society of New Orleans, LA for post Hurricane Zeta cleanup at several of their unique facility's housing common zoo animals and endangered species. **Since taking over the leadership of CrowderGulf Safety program, there have been zero OSHA recordable cases, zero fines or citations and CrowderGulf safety performance and modification rate have consistently been well below industry standards.** In addition to his accredited degrees, Mr. Zemlik holds his OSHA 500, trains all HAZWOPER associates, USACE CQM and 385-1-1 training. He also has his Asbestos Inspector and Supervisor Certifications. Mr. Zemlik also manages the companies DOT program, and is trained in Fishbone root cause analysis, incident inception. Additional training and certifications include: SONS & TWIC, OSHA 10 hour General Industry, OSHA 510 & 500, Leadership & influence. Most recently, Jeff has obtained his ISA Certified Arborist classification and is a local ISA member of both Texas and Florida Chapters. (NIMS Trained)

Margaret R. Wright, Ph.D. – Senior Documentation Director – Previous Texas Experience

Dr. Wright has over 25 years of professional training and managerial experience. As a vital member of CrowderGulf's Senior Management Team, her roles include technical proposal writing, training developer and facilitator, regulations compliance, management of record keeping, including day-to-day operations of work completed, communication and coordination with contracting entities during reconciling process, and conducting formal evaluations at completion of projects. Dr. Wright has worked in field operations setting up and managing field offices, hiring and training personnel to work with all required documentation, and at CrowderGulf's Disaster Assistance Office (DAO) after all major disasters since 2003. In 2017, Dr. Wright worked **onsite** with our Client and their monitoring firm to assure that documentation and FEMA reimbursement went smoothly after Hurricane Hermine caused damage in the Florida. She worked to properly invoice and document approximately 9 Million Dollars for the City of Tallahassee and Leon County. Most recently, she and her team worked to invoice and reconcile over **180 Million Dollars** for Hurricane Irma and over **86 Million** for Hurricane Harvey. (NIMS Trained)



Jenny Todd Weaver – Subcontractor SMBE Compliance Manager – Previous Texas Experience

Mrs. Weaver manages subcontractors and develops and promotes CrowderGulf's Small/Minority Business division. Her focal point is to contact and localize subcontractors during and after the RFP development phase in an effort to maintain community involvement and maximize local small /minority businesses participation. In 2003, she earned a Bachelor of Science degree in Marketing and a minor in Mathematics from the University of Alabama. After graduation, she joined a law firm in Tuscaloosa. In 2005 she joined the CrowderGulf Team which was during the rebuilding process along the Gulf Coast after Hurricane Katrina. The legal experience she gained made her the ideal candidate to oversee the subcontracting operations. (NIMS Trained)



Due to page limitations, we have only provided bio's for the above personnel, however resumes for all employees, including Top Level Senior Management have been provided at the end of this Section.

No employee identified for anticipated assignment to the City's Site Management Team has ever been a defendant in any proceeding involving or arising out of debris removal services.

Additional Courses that are relevant to Debris Management that are held by staff members include the following:

Course No.	Course Name	Course No.	Course Name
IS 1	Emergency Program Mgr.	IS-75	FEMA Military Resources and EMA
IS-2	Emergency Preparedness in the USA	IS-101/102	Deployment Basics
IS-5	Intro to Hazardous Materials	IS-111	Livestock in Disaster
IS-10/11	Animals in Disaster	IS-120	Introduction to exercises
IS-27	Orientation to FEMA logistics	IS-139	Exercise Design
IS-30/31	Mitigation e-Grants training	IS-208	State Disaster Management
IS-45.11	FEMA Safety Orientation	IS-230	Principals of Emergency Management
IS-55	Household Hazardous Materials	IS-235	Emergency Planning
IS-240	Leadership & Influence	IS241	Decision Making and Problem Solving
IS-242	Effective Communications	IS-250	Emergency Support Functions
IS-324	Community Hurricane Preparedness	IS-403	Individual Assistance
IS-630	Intro to Public Assistance Process	IS-631	Public Assistance Operations
IS-632	Intro to Debris Ops in FEMA's PA Program		Oil and Hazardous Materials Response
G202	Debris Management	G363	Hurricane Readiness
G 385	Disaster Response and Recovery Operations	FEMA	EMI Professional Development Series
	Debris Management Planning Course for State Tribal and locals		Side Scan Sonar Systems Introduction and Side Scan Sonar Systems Operators Course
OSHA	HazWoper Training	ICS 363	Hurricane Readiness
	Asbestos Contractor Supervisor	L449	ICS Incident Command Train the Trainer
IS 100	Intro to ICS	IS 200	ICS for single resources & Initial Action Incidents
IS300	Intermediate ICS	IS 400	Advanced ICS
IS 700	Intro into the National Incident Mgt. System	NIMS 800a	National Response Plan
NIMS 700/701a	Multi Agency Coordination System (MAC)	NIMS 702	NIMS Public Information System
703	NIMS Resource Management	IS 803	Emergency Support Functions PW

CrowderGulf's Certifications & Training

The following is a short list of certificates and training specialized by CrowderGulf personnel. There are over 135 additional certifications and training certificates available upon request.



FEMA | Emergency Management Institute

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700a
National Incident Management System (NIMS)

As an Introduction

Issued June 2008 (Date of Issuance) 2017



English Language Version
Emergency Management Institute

IS-00100 - Intro to Incident Command Systems

Ashley Ramsay-Naile	Don Madio	Margaret Wright
Amber Ramsay	Donna Suters	Mark Loper
Andrew Sprinkle	Gary Jones	Mike Moulder
Barrett Holmes	Gina Walley	Nick Pratt
Barry Lund	Jenny Todd Weaver	Reid Loper
Barton Holmes	Jeff Zemlik	Ronald Thorson
Buddy Young	Joe Hayes	Vance DeHart
Charles Clark	John Campbell	Wes Naile
Clayton Young	Kerrie Noll	Wilber Ledet
Desiree Matlack	Leigh Anne Ryals	Jesus Carretie
	Lisa Baldwin	

IS-230 - Principles of Emergency Management

Leigh Anne Ryals Joe Hayes

IS-00242 - Effective Communication

Reid Loper Mike Moulder
Leigh Anne Ryals Barry Lund

IS-00700 - Intro to National Incident Management System (NIMS)

Ashley Ramsay-Naile	Don Madio	Margaret Wright
Amber Ramsay	Donna Suters	Mark Loper
Andrew Sprinkle	Gary Jones	Mike Moulder
Barrett Holmes	Gina Walley	Nick Pratt
Barry Lund	Jenny Todd Weaver	Reid Loper
Barton Holmes	Jeff Zemlik	Ronald Thorson
Buddy Young	Joe Hayes	Vance DeHart
Charles Clark	John Campbell	Wes Naile
Clayton Young	Leigh Anne Ryals	Wilber Ledet
Desiree Matlack	Lisa Baldwin	Jesus Carretie

IS-300 - Intermediate ICS

IS-300 Instructors: John Campbell and Leigh Anne Ryals

Reid Loper Jeff Zemlik

IS-00200 - ICS for Single Resources & Initial Action Incidents

Ashley Ramsay-Naile	Don Madio	Margaret Wright
Amber Ramsay	Donna Suters	Mark Loper
Andrew Sprinkle	Gary Jones	Mike Moulder
Barrett Holmes	Gina Walley	Nick Pratt
Barry Lund	Jenny Todd Weaver	Reid Loper
Barton Holmes	Jeff Zemlik	Ronald Thorson
Buddy Young	Joe Hayes	Vance DeHart
Charles Clark	John Campbell	Wes Naile
Clayton Young	Kerrie Noll	Wilber Ledet
Desiree Matlack	Leigh Anne Ryals	Jesus Carretie
	Lisa Baldwin	

IS-00235 - Emergency Planning

Leigh Anne Ryals Barry Lund Joe Hayes

IS-00632 - Intro to Debris Operations in FEMA's Public Asst. Program

Reid Loper Donna Suters Mike Moulder
Jesus Carretie Leigh Anne Ryals Barry Lund

IS-00800 - Intro to National Response Plan (NRP)

Ashley Ramsay-Naile	Don Madio	Margaret Wright
Amber Ramsay	Donna Suters	Mark Loper
Andrew Sprinkle	Gary Jones	Mike Moulder
Barrett Holmes	Gina Walley	Nick Pratt
Barry Lund	Jenny Todd Weaver	Reid Loper
Barton Holmes	Jeff Zemlik	Ronald Thorson
Buddy Young	Joe Hayes	Vance DeHart
Charles Clark	John Campbell	Wes Naile
Clayton Young	Leigh Anne Ryals	Wilber Ledet
Desiree Matlack	Lisa Baldwin	Jesus Carretie

IS-400 - Advanced ICS Command & General Staff IS-400

Instructors: John Campbell and Leigh Anne Ryals

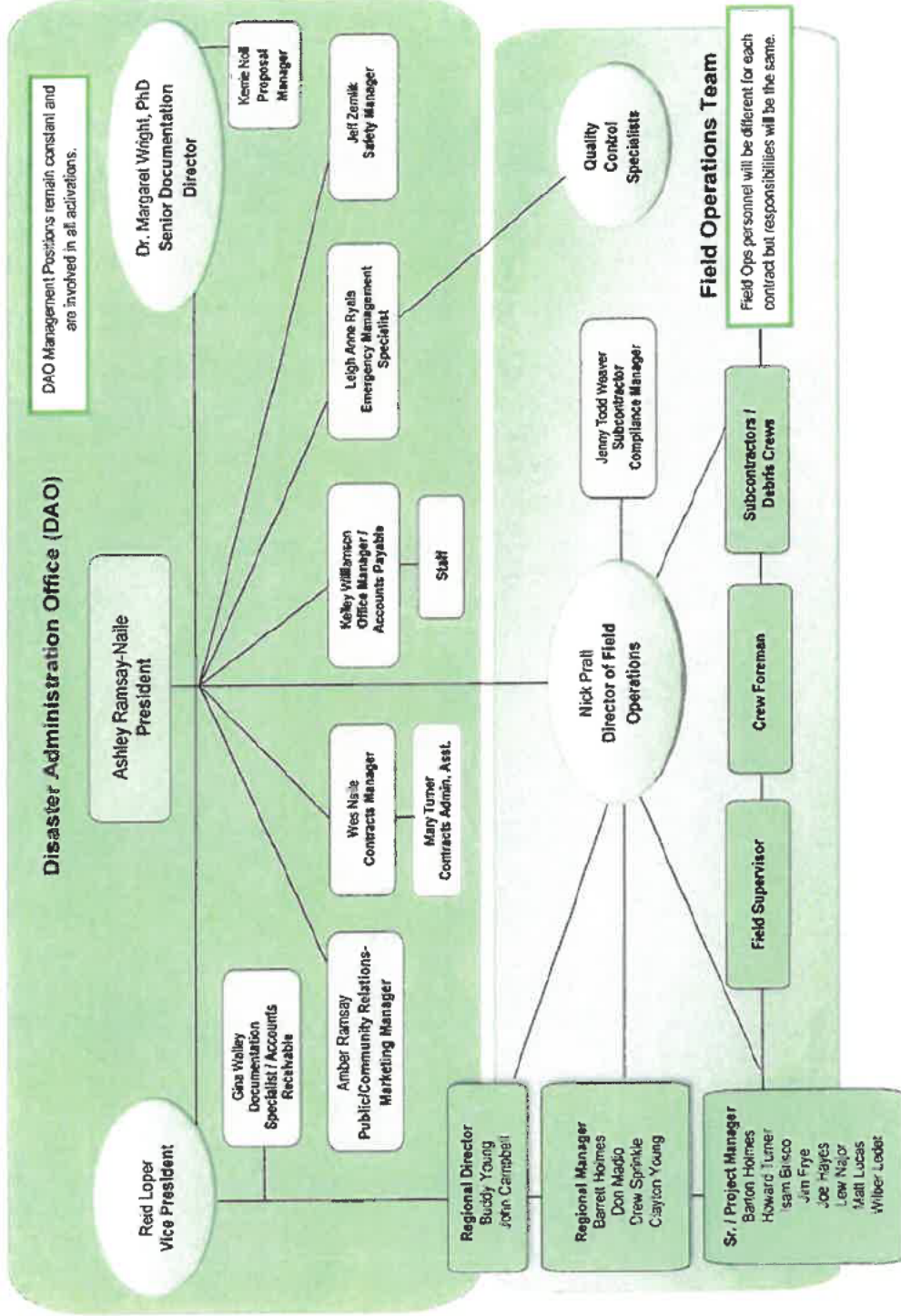
Reid Loper Jeff Zemlik

OSHA 30 Hour – Construction			Hazwoper – Hazardous Waste Operations and Emergency Response		
Andrew Sprinkle Barrett Holmes Buddy Young Charles Clark Clayton Young Eric Hall Jeff Zemlik John Campbell	Lew Najor Lisa Baldwin Mark Loper Mike Moulder Nick Pratt Ronald Thorson Reid Loper Vance DeHart Wes Naile Wilber Ledet		Jason Zirlott Jeff Zemlik John Campbell Nick Pratt Reid Loper	Ronnie Duhan Mark Loper Wilber Ledet Vance Dehart	
OSHA Misc.			Watershed Management Training		
OSHA 10 Hour General Industry	Jeff Zemlik Lew Najor Reid Loper		Barry Lund Brandi Snell Clayton Young	Jeff Zemlik Leigh Anne Ryals Reid Loper	
OSHA 500 – Train the Trainer	Jeff Zemlik		T.W.I.C. Card		
Amber Ramsay Andrew Sprinkle Barrett Holmes Barry Lund Clayton Young Don Madio Jason Zirlott	Jeff Zemlik John Campbell Leigh Anne Ryals Lew Najor Margaret Wright Nick Pratt Reid Loper		Andrew Sprinkle Barry Lund	Jeff Zemlik Nick Pratt Reid Loper Wilber Ledet	
First Aid/CPR			Misc. Training		
Ashley Ramsay Amber Ramsay Andrew Sprinkle Barrett Holmes Barry Lund Buddy Young Charles Clark Clayton Young Desiree Matlack Donna Suters Eric Hall Gary Jones Gina Walley	Jeff Zemlik Jenny Todd Weaver John Campbell Leigh Anne Ryals Margaret Wright Mark Loper Mike Moulder Nick Pratt Reid Loper Ronald Thorson Vance DeHart Wes Naile Wilber Ledet		Asbestos Supervisor Asbestos Inspector USACE 385-1-1 40 hour	Jeff Zemlik Jeff Zemlik Jeff Zemlik	
Underground Utility and Excavation Certification					
Lew Najor					

Organizational Chart

The Organizational Chart presented below depicts the structure and chain of command of the Company. CrowderGulf uses an organizational hierarchy 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. CrowderGulf's use of the ICS-based hierarchy of responsibilities exploits the strength and flexibility of its management/supervisory structure.

City of Friendswood, TX



Key Personnel Storm Chart

The chart below lists CrowderGulf's key personnel and the storms/activations since 2005. Additional information and resumes can be provided upon request.

Key Personnel Past Storm Experience	2005	2006	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Hurricane Katrina	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hurricane Rita	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hurricane Wilma	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ice Storm	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
TS Ernesto	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hurricane Gustav	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hurricane Ike	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ice Storm	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
TS Ida	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
BP Oil Spill	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hurricane Earl	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hurricane Irene	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Tornado	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hurricane Isaac	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hurricane Sandy	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
TS Debbie	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Blizzard Nemo	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ice Storm Pax	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ice Storm Ulysses	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Severe Storms & Flooding	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ice Storm	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
TX Severe Storms	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
LA Severe Storms	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hurricane Hermine	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hurricane Matthew	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hurricane Harvey	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hurricane Irma	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hurricane Florence	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hurricane Michael	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Texas Tornado	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hurricane Laura / Delta	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hurricane Sally	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hurricane Ida	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hurricane Nicholas	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Kentucky Tornado	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Severe Storms & Flooding	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Florida Tornado	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ice Storm	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

* This denotes that these employees have additional experience with storms prior to 2005, FEMA, United States Army Corp. of Engineers, Emergency Management or other Companies.



RESUMES

Management Experience

CrowderGulf Disaster Recovery, Mobile, AL

Project Manager

2010-Present

- Tornadoes** – 2021 – Kentucky, **Floods** – 2021 – LA, **Winter Storms** – 2021 – TX
Hurricane Nicholas – 2021 – TX, **Hurricane Ida** – 2021 – MS & LA
Hurricane Zeta - 2020 - MS, **Hurricane Delta** - 2020 - LA; **Hurricane Sally** - 2020 - AL & FL and **Hurricane Laura** - 2020 - LA
Hurricane Dorian - 2019 - South Carolina; **Tropical Storm Imelda** - 2019 - Texas and **Tornados** -2019 - Texas & Tennessee
Hurricane Michael - 2018 - Florida; **Hurricane Florence** - 2018 - North Carolina and South Carolina
Hurricane Irma - 2017 - Florida; **Hurricane Harvey** - 2017 - Texas
Hurricane Matthew - 2016 - Hilton Head Island, SC
City of Friendswood, TX - 2015 Tornado Debris removal and disposal Completion Date: 11/9/2015-11/2016 / Current Construction Value: \$140,516
South Carolina DOT - 2015 Storms and Flooding Removal and Disposal Completion Date: 10/2015-11/2015 / Current Construction Value: \$698,227
Limestone County, AL - 2015 Flooding Waterway Debris Removal Completion Date: 9/2015 / Current Construction Value: \$60,860
City of Corpus Christi, TX - 2015 Vegetative Removal and Disposal Completion Date: 7/2015 / Current Construction Value: \$501,795
City of Raleigh, NC - 2015 Ice Storm Debris Removal Completion Date: 4/2015 / Current Construction Value: \$208,740
City of Raleigh, NC - 2015 Ice Storm Debris Removal Completion Date: 4/2015 / Current Construction Value: \$208,740
AL Department of Transportation - Drift Waterway Removal in Styx River Completion Date: 12/2014 / Current Construction Value: \$79,250
Blount County, AL - Debris Removal and Waterway Removal Completion Date: 7/2014 / Current Construction Value: \$1,401,613
Baldwin County, AL - Dredging of Little Lagoon Pass in Gulf Shores, AL on an as needed basis
 Alabama Department of Transportation (ALDOT) Completion Date: 12/2013 / Current Construction Value: \$1,284,000
Hurricane Sandy Water Way Debris Removal Durations: February 2013 – March 2014
 Description: Marine debris removal operation for the New Jersey Department of Environmental Protection, as a result of Hurricane Sandy. Manager over five different debris zones which produced over 100,000 cubic yards of debris and 400,000 cubic yards of sand/silt dredged from the impacted waters. The project also included sonar and survey of 56,000 acres of bays, streams, and rivers; Project Value: \$58,000,000
2011 Hurricane Irene Recovery, North Carolina & Virginia - Debris removal and reduction after Hurricane Irene
 Edgecombe County, NC Completion Date: 11/4/2011 / Current Construction Value: \$1,519,737
 City of Rocky Mount, NC Completion Date: 11/3/2011 / Current Construction Value: \$2,971,515
 Town of Williamston, NC Completion Date: 9/10/2011 / Current Construction Value: \$129,325
2011 Tornado Recovery, Walker County, AL - Debris removal and reduction after tornado
 USACE mission assigned contract CrowderGulf Prime sub for Phillips & Jordan Completion Date: 8/2011 / Current Construction Value: \$3,303,475
2010 BP Deep Horizon Oil Spill Recovery Response, Gulf Waters & Beaches, AL, FL, MS -
 Oil Spill Response & Recovery, providing management, equipment, materials and personnel to recover, maintain and reclaim gulf coast beach areas
 BP Oil Exploration & Production / O'Brien's Response Management /
 Orange Beach, AL / Baldwin County, AL / Dauphin Island, AL Completion Date: 8/20/2010 / Current Construction Value: \$129,390,001
2008 Hurricane Ike Recovery, Texas, Alabama - Debris removal, reduction and disposal after Hurricane Ike
 City of Alvin, TX Completion Date: 12/18/2008 / Current Construction Value: \$2,485,571
 Galveston County, TX Completion Date: 9/12/2009 / Current Construction Value: \$84,145,785
 City of League City, TX Completion Date: 1/10/2009 / Current Construction Value: \$4,108,866
 City of Pearland, TX Completion Date: 1/23/2009 / Current Construction Value: \$4,638,531
 Texas General Land Office Completion Date: 2/15/2010 / Current Construction Value: \$27,167,674
 City of Texas City, TX Completion Date: 10/27/2008 / Current Construction Value: \$3,578,002

Field Supervisor

2003-2006

- 2006 Flood Recovery, New York** - Debris removal, reduction and disposal after flooding from storms
 Union Concrete Constructors, Erie & Genessee Counties, NY Completion Date: 1/7/2007 / Current Construction Value: \$4,480,345
 Completion Date: 1/18/2007 / Current Construction Value: \$258,128
2005 Hurricane Wilma Recovery - Debris removal, reduction and disposal after Hurricane Wilma
 City of Pembroke Pines, FL Completion Date: 1/20/2005 / Current Construction Value: \$11,752,000
 City of West Palm Beach, FL Completion Date: 1/11/2006 / Current Construction Value: \$3,333,174
 City of Wilton Manors, FL Completion Date: 10/29/2005-12/9/2005 / Current Construction Value: \$1,706,597
2005 Hurricane Katrina Recovery - Debris removal, reduction and disposal after Hurricane Katrina
 Baldwin County, AL Completion Date: 3/1/2006 / Current Construction Value: \$3,748,310
 City of Biloxi, MS Completion Date: 5/23/2007 / Current Construction Value: \$17,395,715
 City of Daphne, AL Completion Date: 10/10/2005 / Current Construction Value: \$642,000
 City of Gulf Shores, AL Completion Date: 2/20/2006 / Current Construction Value: \$7,147,306
 Client: Harrison County, MS Completion Date: 9/11/2005 / Current Construction Value: \$608,369
 Jackson County, MS Completion Date: 8/31/2006 / Current Construction Value: \$651,266
 City of Pascagoula, MS Completion Date: 7/31/2010 / Current Construction Value: \$22,535,788
 City of Pembroke Pines, FL Completion Date: 9/16/2005 / Current Construction Value: \$730,000
2005 Hurricane Dennis Recovery - Debris removal, reduction and disposal after Hurricane Dennis
 Baldwin County, AL Completion Date: 8/27/2005 / Current Construction Value: \$564,552
2004 Hurricane Ivan Recovery - Debris removal, reduction and disposal after Hurricane Ivan
 State of AL Dept of Conservation & Natural Resources Completion Date: 12/23/2005 / Current Construction Value: \$4,385,100
 Baldwin County, AL Completion Date: 4/15/2005 / Current Construction Value: \$33,164,762
 City of Daphne, AL Completion Date: 10/10/2005 / Current Construction Value: \$2,196,324

Areas of Expertise**DISASTER RESPONSE; DISASTER RECOVERY; MARINE DEBRIS REMOVAL; LOGISTICS; SCHEDULING; PRESENTATIONS; CLIENT TRAINING****Professional Overview**

Over 30 years of successful leadership and management experience with progressively increasing responsibility. A problem solver and innovative thinker who builds and leads winning teams to highly successful outcomes. A versatile leader with superb ability to bring ideas from conception to completion. Produces positive results regardless of the level of pressure. Flexible and adapts to change exceptionally well. Experienced in coaching, motivating, and mentoring others for success. Other key strengths in:

- Leadership and team building experience nationally and internationally.
- High standards of ethics and integrity with a flexible and adaptable approach.
- Highest regard for safe operations and risk management.
- Uniquely trained in planning, assembling, and managing experienced project teams at multi-site operations.
- Outstanding verbal, writing, and presentation skills.

Disaster Debris Management Experience and Responsibilities

CrowderGulf, LLC	2014-Present
Disaster Debris Removal - C&D and Vegetative Debris, Leaners and Hangers, Stumps, Grinding Operations and Disposal, White Goods, E-Waste and HHW	
▪ December Kentucky Tornadoes	2021
▪ Hurricanes Laura, Sally, Delta & Zeta	2020
▪ Hurricane Dorian, Tropical Storm Imelda & Tornado's	2019
▪ Hurricane Florence	2018
Regional Manager for all Counties and Cities of Florence Activations in North and South Carolina/ Over 20,000,000cy	
▪ Hurricane Irma	September 2017
Regional Project Manager for multiple Counties and Cities in Florida and Georgia; Nassau Co, Clay Co, Sumter Co, Brevard Co, Glades Co, Okeechobee Co, Lake Co, City of Coleman, and City of Cocoa Beach / Chatham Co, and Tybee Island, GA.	
▪ Hurricane Matthew	October 2016
Senior Project Manager for Hilton Head Island, SC. Handled coordination of debris removal and recovery efforts for 22 individual contracts and removed and disposed of approximately 3,012,487 Cubic Yards of Debris. Daily meetings with clients and municipalities to update each contract with status.	
▪ Severe Storms and Flooding	March 2016
Project Manager for Essex County, VA under the VPPSA Contract	
▪ Severe Storms and Flooding	October 2015
Project Manager for the South Carolina Department of Transportation in Lexington and Richland Counties	
▪ Ice Storm Pax	February 2014
Southeast Regional Manager for Dorchester County and Berkeley County, SC	

Additional Experience and Skills

▪ Senior Manager , (Defense Coordinating Officer) <u>Federal Emergency Management Agency, Region IV, Atlanta, GA</u>	2010-2014
▪ Chief Operating Officer , (Commander/District Engineer) <u>Japan Engineer District, Pacific Ocean Division, Tokyo, Japan</u>	2008-2010
▪ Strategic Planning Engineer , (Division Engineer) <u>1st Cavalry Division, III Corps, Fort Hood, TX</u>	2006-2007
▪ Chief Operating Officer , (Commander) <u>20th Engineer Battalion, 1st Cavalry Division, III Corps, Fort Hood, TX</u>	2002-2006
▪ Chief Facilities Director , (Chief of Facilities and Logistics) <u>United States Army European Command, Joint Analysis Center, Molesworth, UK</u>	1999-2002

Education & Professional Affiliations

- Master of Science, Construction Management, University of Florida, Gainesville, FL
- Master of Science, Strategic Studies, United States Army Senior Staff College, Carlisle, PA
- Bachelor of Science, Agricultural Economics, Clemson University, Clemson, SC
- Society of American Military Engineers
- Army Engineer Association
- International Association of Emergency Managers
- NIMS Certification for 100, 200, 700 and 800

Areas of Expertise

DISASTER RECOVERY SPECIALIST WITH A DEMONSTRATED ABILITY TO PARTICIPATE IN MAINTAINING CLIENT SATISFACTION WITH HIGH LEVELS OF CONFIDENCE AND MULTIFACETED GUIDANCE. SEASONED IN LARGE-SCALE OPERATIONAL PROJECT MANAGEMENT, ALONG WITH A STRONG BACKGROUND IN PLANNING, TRAINING, REPORTING, AND FEMA PUBLIC ASSISTANCE PROGRAM TECHNICAL ASSISTANCE.

Qualifications

- 20+ years experience in disaster recovery, project management, debris management, and the Public Assistance Program
- Working knowledge of all disaster recovery areas with a comprehensive understanding of key functional processes, resources and government guidelines, with an emphasis on resolution of program issues for all categories of work outlined in the FEMA Public Assistance Program
- Strong written and oral communication skills. Developed and presented more than 250 federal, state and local competitively bid proposals for disaster recovery services in preparation of federally declared disasters as determined by FEMA and other governmental agencies
- Seasoned in disaster recovery contracting throughout the country using acquired knowledge of various federal agency disaster recovery programs, along with the programmatic rules and regulations governing their implementation (i.e. FEMA, HUD, USACE, EPA and OFA's)
- Thorough understanding of current disaster recovery planning techniques and technologies as well as the methods used in performing risk and impact analysis - Facilitate training seminars for various levels of federal, state and local governments
- Administer recovery planning and technical services associated with all categories of the FEMA Public Assistance Program, 44 CFR and the Robert T. Stafford Act - Identify points of vulnerability and recommend appropriate recovery strategies
- Demonstrated ability to plan, organize and direct the testing of emergency response, recovery support and area business resumption procedures - Liaison between community, contractors, engineering monitoring firms, federal, state and local officials

Disaster Debris Management Experience and Responsibilities

- Provide positive results in project execution, as well as delivering work profitably for federal, state and local agencies
- Identify points of vulnerability and recommend debris management and reduction strategies
- Coordinate the efforts of teams and team members in the development of recovery procedures
- Analyze environmental and equipment configurations for critical resources and recommend cost efficient and improved backup capabilities
- Assure documentation required for recovery are identified and properly maintained
- Parallel the efforts of teams and team members in different functional areas in the development of procedures in a disaster situation
- Maintain FEMA and other governmental standards and procedures for disaster recovery documentation
- **Regional Manager with CrowderGulf**
- 2020 - Hurricanes Sally & Zeta (Okaloosa County, FL / Harrison County, MS)
- 2019 - Hurricane Dorian, Tropical Storm Imelda & Tornado's
- 2018 - Hurricane Michael Activations for Florida Contracts – Over 12,000,000cy of Debris Removal and Disposal
- **Project Manager/Senior Project Manager with CrowderGulf**
- 2018 - Red Tide Projects - Collier County, Fort Myers Beach, Sanibel, Lee County and Sarasota County
- 2017- 2018 - Hurricane Irma: Ocala, Villages, Tarpon Springs, St. Pete, North Port, Palmetto, Venice & Sarasota County
- 2017 - FDEP Waterway Debris Removal Project
- 2016 - 2017 - Hurricane Matthew: Flagler County and the Cities of Bunnell, Flagler Beach and Palm Coast, FL
- **Other Debris Management Experience**
- 2008 - 2010 - Commonwealth of Kentucky (KYTC) Ice Storms: Ballard, Christian, Grayson, Hart and Logan, Counties, KY
- 2007 - 2008 - Buffalo, NY Ice Storm: Erie County, NY
- 2005 - 2006 - Hurricane Katrina and Wilma: USACE (LA and MS) and FL
- 2004 - Hurricane Charley, Frances, Ivan and Jean: FL
- 2003 - Hurricane Isabel / Ice Storm: NC and SC
- 2002 - Hurricane Lily: LA
- 2001 - Tropical Storm Gabriele: FL
- 2000 - Tropical Storm Helene and Leslie: FL
- 1999 - 2000 - Hurricane Floyd: NC
- 1999 - Oklahoma F5 Tornado: OK

Education & Additional Experience / Skills

- **University of Florida - Gainesville, Florida - Bachelor of Science Degree in Public Relations-1996**
- OSHA & MOT
- NIMS (National Incident Management System) 100 / 200
- Debris Management (G202)
- IS – 00100, 00200, 00700, and 00800
- Post Hurricane Reconstruction

Areas of Expertise

Disaster Recovery Debris Operations; Contract Management; Logistics Coordination, Client Relations; Strategic Planning; Proposal Writing.

Relevant Qualifications

Effective group leader and communicator. Schedule and quality control oriented. Possess the necessary skillset to effectively run a project from start to finish, while ensuring the best possible end result for the Client.

Experience

CrowderGulf

2017-Present

Manager of multiple projects, directly responsible for subcontractor's performance, ensuring all items are completed to the Client's satisfaction. Communicate with the client, client representatives and subcontractors in order to insure the project is on schedule and all deliverables are being met. Managed operations consisting of hundreds personnel and pieces of equipment of various size and type. Work with clients to figure out the best possible solution to any issue. Work with subcontractors to ensure all reports and paperwork are submitted correctly to allow for timely payment. Organize and conduct safety meetings to constantly maintain a safe working environment. Qualified individual for company general contractor's license in Alabama, North Carolina, and California.

Hurricane Ida, 2021 - City of Gulfport, MS

ALDOT Bridge Special Project, 2021 – Dauphin Island, AL

The Nature's Conservancy Special Project, 2021 – Lightning Point, FL

Hurricane Delta & Zeta, 2020 – Current Activations

Hurricane Sally, 2020 - City of Gulf Shores, AL

Hurricanes Laura, 2020 - City of Lake Charles, LA

Point Aux Pins Special Project, 2020 - Bayou LaBatre, AL

Hurricane Dorian, Tropical Storm Imelda & Tornados/Flooding, 2019

Hurricane Michael, 2018 & 2019

- City of Parker, FL; over 400,000 Cubic Yards of Debris, Project Cost \$7,865,964
- City of Lynn Haven, FL; over 1,000,000 Cubic Yards of Debris, Project Cost \$13,7087,682

Hurricane Florence, 2018 - South Carolina DOT; 4,500 Cubic Yards of Flood Debris, Project Cost \$117,995

Red Tide/Fish Kill Cleanup, 2018

- Lee County, FL; over 3,000 tons of dead marine life, Project cost \$374,201
- Ft Myers Beach, FL over 2,000 tons of dead marine life, Project Cost \$262,767

Hurricane Irma, Supervisor, 2017 - FLDEP Waterway Projects

Hurricane Harvey, Supervisor, 2017 - Corpus Christi, TX- managed haul-out operations and final disposal

Max Trans Logistics

2015-2017

Managed logistics operations for multiple high volume customer accounts. Oversaw over \$1,000,000 in freight spend per year for customers in the construction, steel, textile, and automotive industries. Was responsible for bidding on logistics contracts. Generated new business through customer development and outside sales. Added multiple new customer accounts.

Auburn University, Port of Catania (Sicily, Italy)

2015

Worked as a consultant intern with a team of six students from various countries to solve problems that plagued the port. Developed a solution plan that would allow for an increase in port traffic while maintaining safe and efficient operations. Performed a supply chain and marketing audit of port operations.

Licenses and Certifications

- Alabama Heavy Construction GC License
- North Carolina Highway and Heavy Construction License
- California Class A General Engineering Contractor License
- OSHA 30
- USACE CQM certified
- NIMS 100,200,700,800

Education

- **Auburn University** - Auburn, Alabama

*Bachelor of Science Degree in Business Administration (BSBA)
Major: Supply Chain Management/Logistics; Minor: Marketing*

Clayton B. Young

Texas Regional Manager

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; STRATEGIC PLANNING AND NEGOTIATIONS

Relevant Qualifications

Experienced in group leadership and task execution. Well traveled and culturally aware, this makes for an effective communicator with people from all walks of life. Knowledgeable in the bidding process and job estimation.

Disaster Debris Management Experience

CrowderGulf

2010-Present

Project Manager / CrowderGulf Texas Client Representative

- 2021 Hurricanes Ida & Nicholas, Winter Storms - Texas
- 2020 Hurricanes Laura, Sally, Delta & Zeta
- 2019 Hurricane Dorian, Tropical Storm Imelda & Tornado's
- 2018 Hurricane Florence – Project Manager of Duplin County, NC; Over 200,000 CYs Debris Removal and Disposal.
- 2017 Hurricane Harvey – Served as Project Manager for the following clients: Cities of Dickinson, Friendswood, Lake Jackson, Jones Creek, La Marque, Santa Fe, Clear Lake Shores and Galveston County.
- 2017 Hurricane Harvey – Served as Project Manager for TX GLO Waterway Projects in the following locations: Colorado River, San Bernard River, Brazos River, Chocolate Bayou, and Oyster Creek.
- CrowderGulf representative/ Local Project Manager for clients in Texas and Louisiana
- Project Manager, Flooding in Waller and Montgomery Counties, Texas
- Project Manager, Hurricane Irene, North Carolina
- Managed Galveston County Buyout Program after Hurricane Ike
- Supervised crews in Walker County Alabama for Operation Clean-sweep after the April 27th tornadoes

Additional Experience and Skills

Self Employed; Denton, Texas

Entrepreneur

2001-2010

- During and after college made investments in an array of ventures in an effort to gain experience in the world of business creation.
- Home exterior painting service - Responsibilities included, but not limited to ground up business development, hiring, job estimation, advertising and project planning.
- Real Estate restoration and sales - Purchased down-trodden homes and restored/refurbished and sold them.
- Classic car restoration and sales - Purchased and sold historically significant classic cars.

Education

University of North Texas

Denton, Texas

- BA with focus on Entrepreneurial Management / Studied International Business in Italy
- Future Entrepreneurs Club / Tasked to develop and implement business plans
- NIMS Certified 100, 200, 240, 241, 242, 632 700, 701, 703, 800, 907

Additional Skills/Certifications

- NIMS Certified
- FEMA: Knowledgeable of FEMA Public Assistance Policy 321 and Debris Management Planning 325
- Strong communication and organizational skills
- Client Relations
- Project planning
- Estimating and competitive bidding processes

Young, Clayton - Resume

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT/MARINE DEBRIS CLEAN-UP

Relevant Qualifications

- Sixteen years of management experience in disaster recovery and marine debris.
- Expertise in managing stored vessel reclamation program.
- Assisted in the removal of hazardous substances from the vessels and coordinated their proper disposal.
- Sand removal, sand screening and beach berm construction, including sea oat replacement and right-of-entry program for sand reclamation on private property.
- Facilitated overall daily operations, training and safety programs on equipment for staff and customers.

Disaster Debris Management Experience

CrowderGulf, LLC – Theodore, AL

- **Senior Project Manager & Project Manager -** **2012-Present**
 - Louisiana Floods 2021
 - Mississippi – Hurricane Zeta 2020
 - Louisiana – Hurricane Delta 2020
 - Alabama & Florida – Hurricane Sally 2020
 - Louisiana & Texas – Hurricane Laura 2020
 - Texas – Tropical Storm Imelda & Tornadoes 2019
 - South Caroline – Hurricane Dorian 2019
 - Florida – Hurricane Michael 2018
 - North Carolina – Hurricane Florence – Duplin, Holly Ridge, Jacksonville, Onslow, North Topsail Beach, Richlands and Swansboro; over 1,129,000cy debris removal and disposal. 2018
 - Florida – Hurricane Irma 2017
 - Texas – Hurricane Harvey – Aransas, San Patricia, Corpus Christi / 2 Waterways (Aransas & TX GLO) 2017
 - South Carolina - Hurricane Matthew - Hilton Head Island and PUDs (15 Total Activations) 2016
 - Florida - Hurricane Hermine - City of Tallahassee / Leon County (2 Total Activations) 2016
 - Florida - Bayou Texar Dredging - City of Pensacola 2015
 - South Carolina - Storms/Flooding - Richland County 2015
 - New Jersey - Sandy Phase II Marsh Cleanup 2014
 - South Carolina - Ice Storm - Berkeley County 2014
 - North Carolina - Ice Storm Pax - City of Raleigh 2014
 - Alabama - Tornado - Limestone County 2014
 - New Jersey - Super Storm Sandy - Barnegat Bay 2012
 - Alabama - Hurricane Isaac - Dauphin Island 2012
- **Supervisor - Hurricane Isaac** **September 2012**
 - City of Pascagoula, Ms. - Removal of storm debris from right of ways.
 - City of Biloxi, Ms. - Removal of storm debris from right of ways.
 - City of Orange Beach, AL - Removal of debris from beaches.
 - Walton County FL. - Removal of debris from beaches.
- **Project Manager - BP MC252 Gulf Oil Spill - Baldwin County, AL** **May 2010 to February 2012**
 Managed up to 800 Hazwoper certified responders. Managed both manual and mechanical removal of oil from all of the beaches in Baldwin Co. Alabama. Attended daily operation meetings with BP, US Coast Guard, Alabama Department of Environmental Management. Attended weekly planning meeting with BP operations to assist with plans for the clean up activities for the State of Alabama. July 2010 was appointed to BP's Waste Management Board, assisted in reducing the use of non recyclable plastic on the response.
- **Supervisor - Hurricane Ike** **January 2009 to November 2009**
 Supervised removal of wet debris targets identified by sonar from West Galveston Bay, Tiki Island and Omega Bay, Texas. Chanel clean up of Dickinson and League City Texas. Located and removed sunken vessels in the same water ways. Stored vessels and removed all fluids and disposed of vessels. Disposal of vessels in Port Arthur and Orange Texas.
- **Supervisor Strayham Construction - Hurricane Ike** **September 2008 to November 2008**
 Supervised seven (7) curtain burn pits in Pearland Texas. Reduced by burning over 600,000 cubic yards of vegetative debris.

Certifications

- FEMA Certifications: *IS-00001, IS-00100.b, IS-00134, IS-00200.b, IS-00240.a, IS-00244.a, IS-00700.a, IS-00800.b, 40-Hr HazWoper, 30-Hr OSHA Construction Course*
- US Army Corps Of Engineers: *Construction Quality Management for Contractors #784*

Ashley Ramsay-Naile

President

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; STRATEGIC PLANNING AND NEGOTIATIONS

Experience

CrowderGulf - Mobile, AL

President

2020-Present

Senior Vice President and Chief Operating Officer

2011-2020

Disaster Recovery Project Manager & General Manager

2004-2011

- 25+ years of experience in disaster recovery and management.
- Strategic planning and supervise all administrative functions and personnel.
- Purchasing Manager, procurement and negotiation tactical planning.
- Accounts receivable and accounts payable flow for CrowderGulf's disaster debris projects.
- Manage documentation and records for disaster operations.
- Manage and direct field level disaster debris removal and reduction operations including site management and the supervision of subcontractors and foremen.

Storms

Hurricanes Ida & Nicholas (2021)

Tornadoes and Floods (2021)

Hurricanes Laura, Sally, Delta & Zeta (2020)

Hurricane Dorian, TS Imelda & Tornado's (2019)

Michael & Florence (2018)

Florida Red Tide & Fish Kill (2018)

Hurricane's Irma & Harvey (2017)

Hurricane's Matthew & Hermine (2016)

Severe Storms, Flooding & Tornado's (2015-2016)

Beach Cleanup (2016)

Storms, Flooding & Tornado's (2015)

Tornado (2014)

Ice Storms Ulysses (2014)

Ice Storm Pax (2014)

Dredging (ALDOT) 2012

Hurricane Isaac (2012)

Hurricane Sandy (2012-2013)

BP Oil Spill (2010-2012)

Hurricane Irene (2011)

Hurricane Charley (2004)

Hurricane Fran (1996)

Hurricane Erin (1995)

Hurricane Opal (1995)

Hargray Wireless - Hilton Head Island, SC

Property and Construction Manager

1999-2004

Independent Telecommunications Consultant

1997-1999

- Cell Site Development from site identification to zoning. Negotiated lease rates and terms. Coordinated with radio frequency engineer and site design with civil engineers. Procurement of site material. Supervised general contractor. Maintained 100+ existing cell sites and compliance with government agencies. Coordinated with accounting on department budget and worked within budget guidelines. Warehousing and issuing of materials for construction. Managed 25 company-owned towers.

Gulf Equipment Corporation - Theodore, AL

Project Coordinator & Manager Telecommunication Projects

1994-1997

- Managed turnkey cell site projects for Telecommunication construction projects: Sprint, GTE, Nortel, Powertel, BellSouth Mobility, DiGiPH PCS, Hargray Wireless.
- Material procurement. Civil Construction and tower crew coordination. Organization of projects for bidding purposes. Warehousing coordination of deliveries and shipments. Office manager responsible for accounting and invoicing. On site manager and crew foreman. Liaison between Gulf Equipment and elected officials. Public relations between City officials and area residents.

Education & Leadership

- Bachelor of Science, Special Education University of South Alabama, Mobile, AL
- Governor appointed Alabama State Workforce Investment Board
- Board member of Family Business Institute at the University of South Carolina

Ramsay-Naile, Ashley - Resume

Areas of Expertise

DISASTER RESPONSE; DISASTER RECOVERY; ESTIMATING; MARINE DEBRIS REMOVAL; PLANNING; SCHEDULING; PRESENTATIONS; CLIENT TRAINING

Professional Overview

Reid started his career with CrowderGulf in 2010, as the Senior Project Manager (PM) for the BP Oil Spill. From there, Reid has been key in the direct management and planning of over 18 federally declared disaster responses. In 2018 Reid was appointed as Vice President of CrowderGulf and brings a level of dedication and unwavering leadership required in the disaster response industry. Reid's other strong points in the debris and response management efforts are: Contract management/negotiation, estimating/budgets, and planning multiregional simultaneous disaster response activations. These activations ranged from debris removal, sand screening, dredging, and vessel operations, to side scan sonar work. All projects have cumulatively exceeded \$800 million in invoicing and total project cost. In addition, Reid is considered as one of the industry's leading experts in waterway debris, completing more waterway debris removal projects since 2012 than anyone else in the country. Reid worked as a project manager for a commercial construction company in Atlanta, Georgia, prior to choosing to return to the Gulf Coast. The time spent in the commercial construction industry gave him vast knowledge in management, estimating, schedule and budget supervision.

Disaster Debris Management Experience and Responsibilities

CrowderGulf, LLC

2010-Present

- Direct manager of multiple project managers and respected projects, analyzing of contract requirements, profit/losses estimates (Daily and Monthly), and scheduling for over \$800 million in projects.
- Managed operations consisting of 1200 response personnel and over 600 pieces of equipment.
- Highly involved in and conducting business development and conducted quarterly performance reviews for clients, company growth, and quality control.
- Qualified Individual for company general contractor's license and assesses new and current projects to create estimates.
- Perform technical writing used in RFP responses and presentations and handle HR concerns, personnel consulting, and legal matters.
- Look for new opportunities for future work and expanding markets and perform business models for expanding and growth of current company.
- Managed safety program along with insuring that safety and operations coincided and maintained a company Safety TRIR of less than 2.0.
- Manage subcontractors from all aspects including: Insurance, billing, subcontracts, and performance.
- Started sites from the ground up with facilities, personnel, and equipment, and organize & conduct weekly progress meetings among management.
- Negotiate contract terms, review, and executed client contracts.

Vice President

Hurricane Nicholas - 2021 (7 Activations in Texas); **Hurricane Ida** - 2021 (4 Activations in Louisiana & Mississippi);

Tornadoes - 2021 (2 Activations in Kentucky), **LA Flooding** - 2021 - (2 Activations in Louisiana)

Hurricane Zeta - 2020 (7 Activations in Mississippi); **Hurricane Delta** - 2020 (1 Activation in Texas);

Hurricane Sally - 2020 (10 Activations in Alabama & Florida); **Hurricane Laura** - 2020 (8 Activations in Louisiana)

Tornado & Special Project - 2019 (2 Activations in Texas); **Tropical Storm Imelda** - 2019 (1 Activation in Montgomery Co, TX)

Hurricane Dorian - 2019 (2 Activations in South Carolina)

Hurricane Michael - 2018 (11 simultaneous activations throughout Florida and Georgia - Projected 12,000,000 CY of debris removed, Florida DEP - 115,000 CY of Waterway debris removed); **Hurricane Florence** - 2018 (26 simultaneous activations throughout North Carolina)

Senior Operations Planner

Hurricane Irma - 2017 (67 simultaneous activations throughout Florida, Florida DEP - 253,000 CY of Waterway debris removal throughout 8 counties within Florida); **Hurricane Harvey** - 2017 (26 simultaneous activations throughout Texas)

Hurricane Nate - 2017 (Single Activation for Sand Removal and Screening within Dauphin Island, AL)

Hattiesburg, MS. Tornado - 2017 (Single Activation for Disaster Debris Removal Services within Hattiesburg, MS)

Hurricane Matthew - 2016 (46 Simultaneous Activations for Disaster Debris Removal Services along the East Coast, Florida DEP - 78,000 CY of Waterway debris removal throughout 6 counties within Florida)

Hurricane Hermine - 2016 (Disaster Debris Removal Services in the Tallahassee and Leon County)

Senior Project Manager

Severe Storms (Ice, Flood & Tornadoes) 2014-2015-2016 Simultaneous activations per year

Ice Storms (Pax & Ulysses) Severe Storms (Flood & Tornadoes) - 2014 (Various Disaster Debris Cleanup for several Municipalities)

Hurricane Isaac - 2012 (9 Simultaneous Activations for Disaster Debris Removal Services along the Gulf Coast)

Hurricane Sandy - 2012 (Disaster Debris Removal, Waterway Marine Debris Cleanup and Vessel Removal for the State of New Jersey)

Hurricane Irene - 2011 (31 Simultaneous Activations for Disaster Debris Removal Services along the East Coast)

Joplin Tornado - 2011 (*USACE mission assigned contract Joplin, MO., DMS Site*)

Deep Horizon Oil Spill - 2010 (*Senior Project Manager over the BP oil response for the entire state of Alabama*)

Education & Certifications

- Bachelor of Science in Aerospace Engineering Auburn University 2007
- National Incident Management System ICS-100, 200, 300, 400, 241, 242, 632, 700, 702, 800, 810, 901 and 1900
- LEED AP (Leadership in Energy and Environmental Design Accredited Professional); HAZWOPER 40 Hour and 8 Hour refresher
- NASCLA Accredited (National Association of State Contractors Licensing); OSHA 30 and 10 Hour refresher
- General Contractor License (Commercial) Qualified Agent for the States of Alabama, Georgia, Louisiana, Mississippi, South Carolina & Virginia

Loper, Reid - Resume

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; DOCUMENTATION SPECIALIST; QUALITY CONTROL/QUALITY ASSURANCE DIRECTOR; TRAINING; EMERGENCY PLANNING/MANAGEMENT; PROGRAM RESEARCH AND EVALUATION, TECHNICAL PROPOSAL WRITING

Relevant Qualifications

- Twenty years of experience in disaster recovery and disaster training projects. (1996; 2003-2018)
- Director of QC/QA documentation/data team for all field operations tasks. (2016-2018)
- Designed and developed debris management training for CrowderGulf customers with pre-event contracts (2004-2012).
- Developed, coordinated and/or conducted training sessions for clients in Florida, Texas, North Carolina, South Carolina, Maryland, Virginia, and Louisiana (2004-2012).
- Designed and developed CrowderGulf Project Managers' Training Manual in 2004 and provided yearly updates (2005-2018).
- Coordinated the set up and staff hiring and training for Debris Management Field Offices in five states (2004-2008).
- Managed documentation flow for CrowderGulf's disaster debris projects (2004-2017).
- Conducted evaluation research after project completion (2004-2012).
- Managed all documentation for and coordination of all Change Orders for two contracts with the Texas General Land Office (GLO), Sand and Beach Contract (2009); Marine Debris Contract (2009-2010).
- Assisted various clients with follow-up documentation for FEMA audits (2006-2017)
- Managed the technical proposal writing team for all pre-event Request for Proposals (2009-2012)

Disaster Debris Management Experience

Documentation Director 2003–Present

Hurricane Ida (2021) – 4 in Mississippi & LA; Hurricane Nicholas (2021) – 7 in Texas December Tornadoes (2021) – 2 in Kentucky
Hurricane Zeta (2020) – Mississippi; Hurricane Delta (2020) – Louisiana; Hurricane Sally (2020) – Alabama & Florida and Hurricane Laura (2020) – Louisiana
Hurricane Dorian (2019) – South Carolina; Tropical Storm Imelda (2019) – Texas and Tornadoes (2019) Texas & Tennessee

Hurricanes Florence & Michael (2018)

- Director of QC/QA team for field operations documentation for Hurricane Florence (20 contracts) and Hurricane Michael (10 contracts)

Hurricane Irma (2017)

- Documentation Director for 61 simultaneous activations throughout Florida. Oversaw DAO Office for reconciliation and final closeout on all projects.

Hurricane Harvey (2017)

- Documentation Director for 26 simultaneous activations throughout Texas. Oversaw DAO Office for reconciliation and final closeout on all projects. Point of Contact for fielding questions from Monitoring Firms and Clients regarding documentation, tickets, and invoicing.

Hurricane Matthew, (October 2016-2017)

- Provided Technical Assistance and managed overall documentation process for 46 simultaneous activations throughout east coast.

Hurricane Hermine, (2016)

- Provided Technical Assistance and managed overall documentation process for 2 activations.

Severe Storms (Flooding & Tornadoes) (2015-2016)

- Provided Technical Assistance and managed overall documentation process for 14/15 simultaneous activations per year.

Ice Storm Pax (February 2014)

- Provided Technical Assistance & managed overall documentation process for debris removal operations for Dorchester and Berkeley County, SC.

Hurricane Sandy (October 2012)

- Disaster Debris Removal, Waterway Marine Debris Cleanup and Vessel Removal for the State of New Jersey

Fort Lauderdale FEMA Audit (2010-2012)

- Technical Assistance with FEMA Audit for 2004-2005

Hurricane Irene (August 2011-October 2011)

- Managed overall documentation and reconciliation process for 21 contracts in North Carolina, four (4) municipalities in Virginia, four (4) contracts with the North Carolina Department of Transportation for the removal of debris on roadways in thirteen North Carolina Counties. These contracts involved working with all municipalities as well as several monitoring companies representing various municipalities.

Hurricane Ike (2008-2009)

- Served as the Field Office Operations Manager & Coordinator for Debris Contracts in Texas, including four counties, 21 cities, and the Texas General Land Office (GLO). Set up and trained personnel for three onsite offices in Texas.
- Managed documentation and data management and assisted customers throughout entire operation to ensure FEMA compliance.

Hurricane Rita, Calcasieu Parish, LA (2005)

- Served as the Field Office Operations Manager for a large debris project in Calcasieu Parish, LA, during the 2005 Hurricane season.

Hurricane Charley Debris Projects (2004)

- Served as the Field Office Operations Manager for a large debris project in Polk County, FL, during the 2004 Hurricane season.

Hurricane Isabel Debris Projects (2003)

- Worked with clients to reconcile ticket data and invoice, during 2003 Hurricane Season.

Hurricane Fran Project (1996)

- Data entry, reconciling and invoicing with town of Wilson, NC.

Education, Additional Experience and Skills

- Intelligent Designs Systems Incorporated, - Program Evaluator, August 2000–November 2003
- University of South Alabama, Mobile, AL - Instructor, Special Education Department 1994-2000
- Mobile County Public School System - Consulting Teacher 1989-1994, Teacher of students with disabilities 1972-1989
- National Incident Management System (NIMS) Certified, ICS-100, 200, 700, 800
- Ph.D., Instructional Design and Development, University of South Alabama, 1998 / AA Certification, Learning Disabilities, University of South Alabama, 1980
- Masters, Mental Retardation, University of South Alabama, 1977 / Bachelor of Science, Elementary Education, Auburn University, 1967

Raymond "Buddy" Young

Western Regional Director & FEMA Specialist/Technical Assistant Manager

Areas of Expertise

DISASTER RESPONSE; DISASTER RECOVERY; COMMAND AND CONTROL; EMERGENCY PLANNING/MANAGEMENT; EMERGENCY OPERATIONS; LOGISTICS; GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Professional Overview

Buddy Young is one of the most knowledgeable people working in the debris management business with firsthand experience in managing major disasters. He served as Regional Director of FEMA Region VI from 1993 – 2001. While in that position, under FEMA Director James Lee Witt, he was Chief Administrator for 133 federally declared disasters and emergencies. He is nationally known and well-respected in the Emergency Management community. As the Director of Debris Operations for CrowderGulf, he has provided management and technical assistance to local and county governments after all major hurricane disasters in the Southeast since 2003. He has served as Senior Project Manager in the field after all major hurricanes since joining CrowderGulf. He has managed all types of debris removal, reduction and disposal operations and special projects such as demolition and marine debris removal. His expertise in emergency management, and especially disaster debris removal, is utilized to provide preparedness training and advise CrowderGulf pre-event clients throughout the year. He has also worked with the Texas A&M Engineering Extension Program as an adjunct instructor to conduct full-scale exercises with local and state agencies in response to incidents of terrorism and natural disasters. He is a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA) and he is NIMS certified.

Experience

CrowderGulf, LLC

2003-Present

- Hurricanes Nicholas & Ida (2021)
- Hurricanes Laura, Sally, Delta & Zeta (2020)
- Hurricane Dorian, TS Imelda & Tornado's (2019)
- Hurricanes Florence & Michael (2018)
- Hurricane Harvey (2017-2018)
- Hurricane Matthew (2016)
- Severe Winter Ice Storms, Flooding & Tornadoes (2015-2016)
- Hurricane Sandy (October 2012-Present)
- Hurricane Irene (August 2011-October 2011)
- Hurricane Ike (September 2008–2010)
- Hurricane Rita (2005-2006)
- Hurricanes Charley, Frances, Jeanne, and Ivan (2004-2005)

Texas A&M Engineering Extension Program, College Station, Texas Adjunct Instructor

2001-2004

FEMA, Region VI Regional Director

1993–2001

Arkansas State Police, Little Rock, Arkansas Director of Security for State

1983-1993

Training

From 2004-2012, provided yearly training for city and county municipalities that have CrowderGulf pre-event debris management contracts in place. Yearly debris management training sessions include municipalities in Florida, North Carolina, South Carolina, Virginia, and Texas. A detailed list of sessions can be provided upon request.

Certifications and Training

- National Incident Management System, IS-100, 200, 700, 800
- Principles of Emergency Management, IS-230
- Leadership and Influence, IS-240
- Decision Making and Problem Solving, IS-241
- Effective Communications, IS-242
- Introduction to the Public Assistance Process, IS-630
- Introduction to Debris Operation and FEMA Public Assistance Program, IS-632
- EOC Management and Operations, G-275
- Disaster Response and Recovery Operation, G-385
- Rapid Response Team Orientation, G-635

Education

Graduate of Keeler Polygraph Institute, Chicago, IL, 1976 / Graduate of National FBI Academy, Quantico, VA, 1972

Graduate of Arkansas State Police Academy, Camden, AR, 1968

Approximately 100 hours of Coursework in Criminal Justice at the following:

- Certificate of Public Administration, University of Arkansas, Little Rock, AR, 1976 / Arkansas State University, Jonesboro, AR, 1973
- University of Virginia, Richmond, VA, 1972 / Arkansas Tech, Russellville, AR, 1962-1963
- University of Arkansas, Fayetteville, AR, 1968

Young, Buddy - Resume

Gary Evans Jones

FEMA Specialist and Technical Assistance Manager

Satellite Office: 5011 Golden Circle - Denton, TX 76208 - (904) 206-4021

Experience

CrowderGulf Technical Assistance Manager and FEMA Specialist 2012-Present

Federal Emergency Management Agency – Region 6

Deputy Regional Director

1994-December 31, 2011

Served as Deputy Regional Director for 17 years of the 28 years with FEMA Region 6. During those 17 years as Deputy, also served as Acting Regional Director for 4 of those 17 years. Responsible for administration of emergency management programs in the FEMA Region 6 states of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas. Also, responsible for oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region.

Federal Emergency Management Agency – Region 6

Technological Hazards Branch Chief

1983-1994

Joined FEMA Region 6 in 1983 and served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, Hazardous Materials, Earthquake Preparedness, Hurricane Preparedness, Dam Safety and the Chemical Stockpile Emergency Preparedness programs.

US Public Health Service Physician Recruitment Coordinator

1977-1983

Responsible for recruiting doctors, dentists and nurse practitioners for rural communities in Arkansas that were federally designated as medically underserved.

Director, Arkansas Emergency Medical Services Program

Arkansas Department of Health

1974-1977

Responsible for administration and implementation of state-wide regulations for Ambulance Services and training certification of EMTs and Paramedics.

Other Leadership Roles

Served as designated **Federal Coordinating Officer** for Hurricane Katrina, Rita and Georges. Provided executive leadership to over 300 federally declared disasters including Hurricane Andrew, Oklahoma City bombing, Columbia Space Shuttle and Tropical Storm Allison.

Education

Master's Degree in Public Health Administration

Tulane University

Bachelor's Degree in Education

University of Arkansas

References

James Lee Witt

Nim Kidd

Chairman of the Board

State of Texas Emergency Management Director

Witt and Obrien Associates

Department of Public Safety

571-233-3135

512-424-2443

Jones, Gary - Resume

Experience

CrowderGulf

Emergency Management and Training Specialist

May 2006–Present

- **LA Floods (2021)**
- **Hurricanes Laura, Sally, Delta & Zeta (2020) – Current Activations**
- **Hurricane Dorian, Tropical Storm Imelda & Tornado's (2019)**
- **Hurricane Florence (2018)**
Regional Manager for all Counties and Cities of Florence Activations throughout North Carolina & South Carolina
- **Hurricane Irma (2017)**
Regional Manager for 61 simultaneous activations throughout Florida
- **Hurricane Harvey (2017)**
Senior Project Manager for 26 simultaneous activations throughout Texas
- **Hurricane Matthew (October 2016-2017)**
Senior Project Manager for 46 simultaneous activations throughout east coast
- **Hurricane Hermine (2016)**
Senior Project Manager for the City of Tallahassee and Leon County, FL
- **Severe Storms (Flooding & Tornadoes) (2015-2016)**
Senior Project Manager for for 14/15 simultaneous activations per year
- **Ice Storm Pax (February 2014 – May 2014)**
Served as Senior Project Manager for Dorechester County and Berkeley County, South Carolina
Disaster Debris Removal - Vegetative Debris, Leaners and Hangers, Grinding Operations and Disposal
- **Hurricane Sandy (October 2012-December 2013)**
Disaster Debris Removal, Waterway Marine Debris Cleanup and Vessel Removal for the State of New Jersey
- **Hurricane Isaac (August 2012)**
Served as the Project Manager for all four activations due to Hurricane Isaac in Mississippi
- **Hurricane Irene (August 2011 – October 2011)**
Served as the Senior Project Manager for all 21 activations due to Hurricane Irene in North Carolina
- **Hurricane Ike (September 2008–November 2009)**
This contract called for the management, surveying, collection, reduction, and disposal of debris in the aftermath of Hurricane Ike in 2008
 - Senior Project Manager for Hurricane Ike in Texas for Galveston County debris recovery work including all of Bolivar Peninsula
 - Project Manager for Wildlife and Fisheries contract for waterway cleanup in Texas cities
 - Project Manager for Texas General Land Office (GLO) Contract for Beach Restoration on Bolivar and other Galveston County Beaches
 - Managed Debris operations during the recovery from the storm
 - Performed duties as senior quality control and safety coordinator for debris operations
 - Served as a trainer for company field supervisor, counties personnel and subcontractors

Internal Training for Crowder Gulf

- Debris Management Operations Trainer for CrowderGulf clients in Florida, NC, SC and Virginia
- Served as a consultant on Debris Management Plan development for CrowderGulf clients in Florida, South Carolina and Maryland in 2006 through 2009

Lee County, Florida Emergency Management, Fort Myers, FL

Chief of Operations

2001–2006

Chief of Planning

2000–2001

- Responsible for daily operations of the Emergency Operations Center and multi-agency emergency coordination in response to storms, fires, hazardous materials releases and police emergencies.
- Some major activities during period include the response to Tropical Storm Gabrielle 2001, Natural Gas pipeline rupture 2003, Hurricane Charley 2004 (Landfall in Lee County), Hurricane Ivan 2004, Hurricane Katrina 2005, Hurricane Wilma 2005
- Responsible for the County Emergency Management Plan (CEMP), the public outreach program for Emergency Management and preparation of the daily Incident Action Plan during emergency activations of the Emergency Operations Center.
- Major activities during this period included County Brush Fires in 2000, the Spring Floods of 2001, and the County Response to Terrorist Threat from 9-11 attack

United State Army (Colonel, Retired)

1968 – 1998

Served in multiple command and staff positions through the grade of Colonel

Areas of Expertise

DISASTER PREPAREDNESS, RESPONSE AND RECOVERY OPERATIONS; EMERGENCY MANAGEMENT AND FEMA PROGRAMS AND POLICY, PROPOSAL DEVELOPMENT, CONTRACTS MANAGEMENT; LOGISTICS; SCHEDULING; PRESENTATIONS; CLIENT TRAINING

Qualifications

- Project Manager CrowderGulf Debris Operations since 2011
- Certified Local Emergency Manager (CLEM - State of Alabama)
- Advanced Level Certification in Emergency Management (ALEM)
- NIMS 300 and 400 Level Instructor

Disaster Debris Management Experience and Responsibilities

CrowderGulf, LLC

Project Manager and Emergency Management Specialist

August 2011- Present

- Project Manager and company representative for pre-event clients. Provide daily support for the Disaster Assistance Office in the form of accounts management. Performed technical writing and review of proposals for pre-event contracts. Assisted the company by attending pre-bid meetings participation in marketing presentations to perspective clients. Provided assistance to client on FEMA Public Assistance Program policy. Provided support to Regional Project Manager and served as government liaison to clients.
- Tornadoes & Floods - KY & LA** 2021
- Hurricanes Nicholas & Ida - TX, MS and LA** 2021
- Hurricane Delta & Zeta - s** 2020
- Hurricane Sally - City of Daphne, AL** 2020
- Hurricane Laura - Current Activation** 2020
- Tornado & Special Project - 2 Activations in Texas** 2019
- Tropical Storm Imelda - 1 Activation Montgomery Co, TX** 2019
- Hurricane Dorian - 2 Activations South Carolina** 2019
- Hurricane Michael - QC & Data Manager over 12,000,000cy of Disaster Debris Removal & Disposal in Panama City Beach, FL** 2018
- Hurricane Harvey - Project Manager and government liaison to Texas clients in League City** September 2017
- Hurricane Matthew - Project Manager and government liaison to Georgia clients in Liberty County** October 2016
- Ice Storm Pax** February 2014
- Emergency Management Specialist and Government Liaison to Berkeley County, SC. Provided information and assistance on debris related issues and assisted with compiling documentation for eligible reimbursement activities.
- Hurricane Irene** August 2011-October 2011
- Emergency Management Specialist and Government Liaison to 6 Counties in NC. Provided information and assistance resolving debris related issues as it relates to FEMA 325 guidelines, Disaster Specific Policies and the Robert T. Stafford Disaster Relief Act. Assisted clients in compiling documentation for eligible reimbursement activities, provided debris management training and updates on policy changes. Worked with clients to Conduct After-Action Follow up meetings with staff regarding disaster specific policies and protocols.

Additional Experience and Skills

Emergency Management Director 2000-2010
Disaster Public Information Officer and Administrative Assistant to the County Engineer 1994-2000
Regional Marketing Director and Account Manager for VideoCart, Inc. 1992-1993

Training Provided

Provides yearly training for City and County Government employees that have CrowderGulf pre-event debris management contracts in place. A detailed list of sessions can be provided upon request.

Certifications and Training

- USACE Construction Quality Management
- National Incident Management System, IS-100, 200, 700, 800
- National Incident Management System 300 &400 Instructor
- Advanced Level Certification/Emergency Management (ALEM)
- Certified/Licensed Emergency Manager (CLEM)
- CPR & Blood Pathogens

Education

- Bachelor of Arts and Science Degree - Radford University, Radford, Virginia 1991

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; STRATEGIC PLANNING AND NEGOTIATIONS;
CONTRACTS MANAGEMENT

Relevant Qualifications

- Over 15 years of experience in disaster recovery and management.
- Logistics, strategic planning, procurement and negotiation tactical planning.

Disaster Debris Management Experience

CrowderGulf

2004-Present

Contracts and Logistical Manager for Disaster Operations

- Ensure all pre-positioned equipment and supplies are deployed and ready
- Research and evaluate logistical systems and processes for incorporation into CrowderGulf's procedures
- Maintain CrowderGulf communication systems
- Maintain "Quick Kits" for immediate deployment
- Prepare and update logistical plans and procedures
- Manage and maintain warehousing, equipment and supplies

Disaster Experience

- **Hurricanes Nicholas & Ida** – Texas and Louisiana, *Contracts & Logistics Manager (7 & 4 Activations)* 2021
- **Hurricane Delta & Zeta** – Louisiana & Mississippi, *Contracts & Logistics Manager (1 & 7 Activations)* 2020
- **Hurricane Sally** – Alabama & Florida, *Contracts & Logistics Manager (9 Total Activations)* 2020
- **Hurricane Laura** – Louisiana & Texas, *Contracts & Logistics Manager (8 Total Activations)* 2020
- **Hurricane Dorian** – South Carolina, *Contracts & Logistics Manager (2 Total Activations)* 2019
- **Tropical Storm Imelda** – Texas, *Contracts & Logistics Manager (1 Total Activation)* 2019
- **Tornado's** Texas & Tennessee, *Contracts & Logistics Manager (2 Total Activations)* 2019
- **Hurricane Michael** – Florida, *Contracts & Logistics Manager (16 Total Activations)* 2018
- **Hurricane Florence** – North and South Carolinas, *Contracts & Logistics Manager (18 Total Activations)* 2018
- **Hurricane Irma**, *Contracts & Logistics Manager (61 Total Activations)* 2017
- **Hurricane Harvey**, *Contracts & Logistics Manager (26 Total Activations)* 2017
- **Hurricane Matthew**, *Contracts & Logistics Manager (46 Total Activations)* 2016
- **Hurricane Hermine**, *Contracts & Logistics Manager (2 Total Activations)* 2016
- **Severe Storms & Flooding**, *Contracts & Logistics Manager* 2014
- **Hurricane Isaac**, *Contracts & Logistics Manager* 2012
- **Hurricane Irene**, *Contracts & Logistics Manager* 2011
- **Deepwater Horizon Oil Spill**, *Contracts & Logistics Manager* 2010
- **Hurricane Gustav & Ike**, *Contracts & Logistics Manager* 2008
- **Hurricane Katrina, Wilma & Rita**, *Logistics Manager* 2005
- **Hurricane Charley**, *Field Manager in Volusia County, FL* 2004

Additional Experience and Skills

Gulf Equipment Corporation

Contractor

1999-2000

- Site preparation and installation of tower, grounding systems and equipment

Education/Military

- University of South Carolina 2000-2003
- U. S. Army - 12B Combat Engineer 1995-1998
Placement and removal of explosives and obstacles

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS SAFETY; EMERGENCY PLANNING/MANAGEMENT; SAFETY PLANNING AND POLICY IMPLEMENTATION

Certifications

- FEMA NIMS: ICS 100, ICS 200, ICS 300, ICS 400, ICS 700, ICS 800, ICS 240
- U.S.A.C.E Construction Quality Management
- U.S.A.C.E. 385-1-1 40 hour
- 40 Hour Hazwoper Certificate & Instructor
- SONS & TWIC
- OSHA 10 Hour General Industry
- OSHA 30 Construction
- OSHA 510 & 500
- Asbestos Supervisor and Refresher
- Asbestos Inspector and Refresher
- Leadership & Influence
- DOT Supervisor
- Root Cause and Incident Training

Disaster Debris Management Experience

CrowderGulf

May 2010-Present

Health & Safety Manager:

- Reviewed, evaluated, and analyzed work environments, design programs and procedures to control, eliminate, and prevent disease or injury caused by chemical, physical, and biological agents in the arena of environmental safety, marine operations, and general site safety.
- Created and implemented safety procedure and policy, as well as created all original safety plans specifically pertaining to the individual job or project; conducted inspections and enforced adherence to laws and regulations.
- Held daily safety meetings concerning various topics of personnel safety and training.
- Monitored the JSA process, including storage both physically and electronically and all forms of documentation and document preservation.
- Followed through with incident investigation to ensure that all required policies were followed. Trained, motivated and managed team of up to 16 safety observers.
- Aggressively case managed all cases of injury. Adjunct Hazwoper instructor for over 240 employees'.
- Issued permit to work, lift permits, hot-work permits, LO/TO program and ground disturbance permits.

Disasters:

December Tornadoes - 2021 – Kentucky (2 Activations)

Hurricane Nicholas - 2021 – Texas (7 Activations)

Hurricane Ida - 2021 – Mississippi, Louisiana (4 Activations)

Hurricane Zeta - 2020 – Mississippi (7 Activations)

Hurricane Delta - 2020 – Louisiana (1 Activation)

Hurricane Sally - 2020 - Alabama & Florida (10 Activations)

Hurricane Laura - 2020 - Louisiana & Texas (8 Activations)

Hurricane Dorian - 2019 - South Carolina (2 Activations)

Tropical Storm Imelda - 2019 – Texas (2 Activations)

Tornados/Flooding - 2019 - Texas & Tennessee (2 Activations)

2018 Hurricanes Florence - NC & SC and Michael – FL Safety Manager over activations, monitoring safety for over 800 debris removal crews.

2018 Red Tide / Fish Kill - Florida Project Manager for Sarasota County and Sanibel, FL

2017 Hurricane Harvey and Irma Disaster Debris Removal and Recovery Services in over 100 simultaneous activations from Texas to Florida.

2016 Hurricane Matthew & Hermine Disaster Debris Removal & Recovery Services in over 46 simultaneous activations along the East Coast.

2014, 2015, 2016 Severe Storms (Flooding & Tornadoes) Disaster Debris Removal & Recovery Services in over 30 activations over 3 years at various municipalities.

2012 Hurricane Sandy Cleanup Debris removal, Waterway Marine Debris Cleanup and Vessel Removal for the State of New Jersey.

2012 Hurricane Isaac Cleanup Debris removal and reduction after Hurricane Isaac for the cities of Pascagoula, Gulf Port, and Biloxi in Mississippi with no first aid or OSHA recordable incidents.

2011 Hurricane Irene Recovery, North Carolina & Virginia Debris removal and reduction after Hurricane Irene for over 20 municipalities in the North Carolina and Virginia area with no first aid or OSHA recordable incidents.

2011 Tornado Recovery, Walker County, AL Debris removal and reduction after several tornados devastated north Alabama with no first aid or OSHA recordable incidents.

2010 BP Deep Horizon Oil Spill Recovery Response, Gulf Waters & Beaches, AL, FL, MS Oil Spill Response & Recovery, providing management, equipment, materials and personnel to recover, maintain and reclaim gulf coast beach areas; BP Oil Exploration & Production/ O'Brien's Response Management/ Orange Beach, AL/ Baldwin County, AL/ Dauphin Island, AL

Additional Related Experience and Skills

Sales/Acting Branch Manager - Arrow Equipment/United Rentals - Chicago, IL

2001 to 2002

Safety Manager - Rite Way Masonry – Chicago, IL

1995 to 2001

Education

- A.A. Concentration Organizational Management
- B.A. Occupational Health and Safety

Indian River State College, Ft. Pierce, Florida
Columbia Southern, Gulf Shores, Alabama

Zemlik, Jeff - Resume

Areas of Expertise

Disaster Recovery Debris Operations; Contract Management; Logistics Coordination, Client Relations and Strategic Planning. Project Manager with 6+ years in facilitating, organizing, and completing projects of varying scale and scope of work. Possesses a B.A. from Florida Atlantic University with expertise in the logistical, practical, and technological application of project management in multiple disciplines.

Disaster Debris Management Experience**CrowderGulf – Mobile, AL****Project Manager Supervisor, September 2017 - Present**

- In the wake of Hurricane Irma (2017), managed numerous disaster recovery projects throughout the southern and central regions of Florida
- Managed assets and resources in the Town of Jupiter, the Village of Palm Springs, the City of Stuart, and the City of Vero Beach
- Developed and executed daily logistics for equipment and debris trucks to safely, efficiently and effectively clear effected areas of hazards generated by the storm
- Communicated with city and town officials in various departments on their immediate needs; ensuring that the work was done thoroughly and to their satisfaction
- Communicated and collaborated with a number state and local departments to ensure the projects were executed to the highest standards
- In the wake of Hurricane Michael (2018), managed the recovery effort in Jackson County, Florida
- Utilized a hands on management approach to develop and execute an effective strategy to successfully complete each phase of the recovery effort related to a category 5 storm
- Communicated with county officials in varying departments on their immediate needs following the storm; ensuring the highest standard of assistance in the wake of such a large scale disaster
- Developed, facilitated, and executed daily equipment logistics to assist the recovery effort to the safest, and most efficient standards
- Managed a number of personnel, resources, and assets in the effort to clear, manage, and ultimately remove storm debris
- Mitigated and overcame numerous challenges associated with the unique environment of the panhandle and the sheer scale of the event

First Construction of the Palm Beaches - West Palm Beach, FL**Supervisor/Project Manager, May 2014 - August 2017**

- Developed, organized, and estimated projected scopes of work ranging from small home repairs to full-scale remodels
- Planned the logistics, staging, and timelines associated with completing projects on time and within the allotted budget
- Delegated responsibilities, resources, and assets thoughtfully; using hands on leadership to ensure the work was performed to the highest standards
- Managed each phase of the project from conception to completion; mitigating challenges while consistently accounting for the satisfaction of the contractor and the client alike

Education**Florida Atlantic University, Boca Raton, FL**

Bachelor of Arts, College of Inquiry and Social Design, December 2011; Honors: Cum Laude (GPA: 3.5/4.0)

Additional Skills

- Proficient in Microsoft Office, with emphasis on Excel
- Excellent written communication
- Superior technological skills; require little to no training

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; STRATEGIC PLANNING AND NEGOTIATIONS; CONTRACTS MANAGEMENT

Qualifications

Experienced and highly qualified professional offering years of extensive project management experience in construction and disaster relief. Accustomed to working on diversified projects for both new construction and disaster aftermath cleanup and recovery. Proven exceptional project management, organizational abilities, and supervisory skills to assure success in performance planning, project development, and client satisfaction. Effective at implementing guidelines that led to the successful completion of years of projects within time and budget.

Disaster Debris Management Experience

CrowderGulf

Managed Debris Removal Operations in Calcasieu Parish after Hurricane Laura August 2020 - Current

- Coordinated all operations for a project with over 200 trucks removing over 98,000 cubic yards of debris daily.
- Assigned all trucks to specific zones and ensured all trucks were "cleaning as they go" to not skip piles.
- Located, leased, and permitted 12 Disaster Management Sites in strategic locations in Calcasieu Parish.
- Communicated seamlessly with the monitoring company and subs to make certain over 200 trucks had a monitor every day.
- Successfully managed a job that has removed and reduced 6,215,300 cubic yards of debris through January 2021.

Managed Debris Removal in Western Bay County after Hurricane Michael October 2018 – June 2019

- Running PUSH Operations to clear streets immediately after the storm.
- Locating and permitting suitable temporary Disaster Management Sites, mapping and plotting debris on all county roads.
- Debris estimations for the County, Delegating debris zones to subs and ensuring they adhere to assigned zones.
- Supervising operations at Debris Management Sites, Removed 1,993,900 cubic yards of debris from ROW at the end of 2020.

Managed Debris Removal Operations in Dickinson, TX after flooding from Hurricane Harvey September 2017 - March 2018

- Found a suitable temporary Disaster Management Site for increased efficiency of haul in and reduction of C&D.
- Communicated with the City on a daily basis to update on progress and to prioritize areas for debris pickup.
- Mapped and plotted all of the roads in the City and relaying the maps to trucks.
- Zoned the City maps and assigned zones to trucks, worked with Monitoring Company to ensure the job ran smoothly.
- Oversaw haul out of compacted debris to final disposal, set up and supervised pick up and disposal of White Goods & HHW.
- Successfully removed, reduced, and hauled to final disposal over 230,000 cubic yards of C&D.

Additional Experience and Skills

Poolwerx Dallas, TX

Renovation Manager Responsible for Day-to-Day Operations of Construction Department. January 2014 – September 2017

- Calling clients and scheduling appointments for a project consultation.
- Providing bids to customers in a timely fashion.
- Assisting clients with selection of finishes & details.
- Scheduling work with subcontractors upon acceptance of a bid.
- Communicating with the client throughout the renovation process.
- Ensuring the work being performed was of outstanding quality.
- Invoicing and collecting payment once the project was complete.
- Increased work capacity by hiring additional subcontractors and maintaining working relationships with existing subcontractors.
- Grew department revenue over 100% in three years while maintaining targeted margins.

Education/Military

- University of North Texas 2002-2007
- Hospitality Management

Disaster and Debris Related Projects**CrowderGulf Quality Control Manager / Project Manager****2018-Present**

Duties: Implemented three phase Quality Control (QC) - Reviewed contract requirements - Created list of Definable Features of Work (DFOW) - Ensured quality of work and establish levels of workmanship - Check preliminary work and examined work areas to assure work has been accomplished - Checked for defective work and issued rework item logs for tracking and correcting - Performed QC on debris documentation. Ensured production rates of debris removal crews were being attained - Checked safety compliance - Provided weekly QC reports to Senior Project Manager - Implemented proactive intervention.

- **Hurricanes Laura, Sally, Delta & Zeta** - Current Activations 2020
- **Tropical Storm Imelda, Tornado/Flooding & Special Project** - Texas 2019
- **Hurricane Dorian** - South Carolina 2019
- **Hurricane Michael** / Bay County, FL - Oversaw QC of removal of 2 Million Cubic Yards of Debris. 2018-2020
- **Hurricane Harvey** / City of Baytown, TX - Oversaw quality control of removal of 30,000 Cubic Yards of Debris 2017-2018
- **Hurricane Harvey** / Brazoria County, TX - Oversaw quality control of removal of 50,000 Cubic Yards of Debris. 2017-2018

Advanced Construction Project Manager**1995-2006**

Duties: Direct field oversight of debris operations - Sectoring/zoning work areas - Identifying and set up of DMS (Debris Management Sites) - Attended weekly client meeting and provide schedule updates - Ensured project was performed in accordance of the contract and specifications - Ensure project completion and closeout focusing on Safety, Quality, Cost and Schedule.

- 2006 **Hurricane Ivan** Cape San Blas, FL - Beach renourishment
Gulf County, FL - Beach restoration, debris removal, Placement 100,000 CY Sand
- 2005-6 **Hurricane Katrina** Osyka, MS - Cleanup/Debris removal 30,000 CY
Amite, LA - Cleanup/Debris removal 60,000 CY
- 2004-5 **Hurricane Ivan** Perdido Key, FL - 150,000 CY Debris removal and reduction
- 2002 **Hurricane Damage/Erosion** Mexico Beach, FL - Beach renourishment, placement 100,000 CY Sand
- 2000-1 **Hurricane Beach Erosion** Cape San Blas, FL - Beach renourishment
Gulf County, FL - 200,000 CY Beach restoration
- 1999 **Hurricane Erin** Escambia Co., FL - Beach renourishment
- 1998 **Hurricane George** Cleanup and debris removal 50,000 CY
- 1995 **Hurricane Opal** Pensacola Beach, FL - Debris removal 300,000 CY

U.S. Army Corps of Engineer Related Experience**Quality Control Manager**

Duties: Responsible for inspecting, documenting, and reporting to the contracting officer all aspects of the work described and detailed in the plans and specifications. Responsible for implementing and enforcing the Quality Control Plan, Accident Prevention Plan & Environmental Protection Plan. Implemented the three phase. **Projects Completed in this Role:**

- **NOV-07A Levee Buildup / Empire, LA** - Low salinity fill / 200,000 Cubic Yards / Cost: \$11 Million 2015-2016
- **Navy/Marine Joint Strike Force Hangers / Eglin AFB, FL** - Site construction / Cost: \$3 Million 2009-2010
- **Mississippi River Levee Enlargement MRL #453 / Tallulah, LA** -
Levee Enlargement Project / 300,000 Cubic Yards / Cost: \$5 Million 2008-2009
- **Mississippi River Levee Buildup MRL #457 / Lake Providence, LA**
Levee Buildup Project / 700,000 Cubic Yards / Cost: \$10 Million 2007-2008
- **Road and Drainage Upgrades / Hulbert AFB, FL** - Site Underground Grading / Cost: \$5 Million 2007
- **Hurricane Charley-Operation Blue Roof / Port Charlotte, FL** - Blue Roof Operations / Cost: \$4 Million 2004
- **Restoration of Borrow Pits / Eglin AFB, FL** - Restored Gov borrow pits on base / Cost: \$2 Million 1996
- **Mississippi River Flood Control / Martin, TN** - Placement of Class II Rip Rap / 20,000 Tons Rip Rap / Cost: \$2 Million 1994
- **Containment Dike Installation / Jackson, AL** - Excavation of spoil dike / 200,000 Cubic Yards / Cost: \$4 Million 1993

Education

- Auburn University (Bachelor's Degree) 1988 - 1990
- Jefferson Davis Community College (Associates Degree) 1987 - 1988
- Certified USACE Construction Project Management #784
- Florida underground utility excavation: Contractor # CUCO57058
- Operation Blue Roof, Certified Class B CDL & 10 HR OSHA Training

DISASTER EXPERIENCE

CrowderGulf

03/2022 to Present

Program Manager

Serve within a variety of CrowderGulf teams that include Data Management, Invoicing, Proposal Writing, Project Management, and Business Development. Tasks include quality control as well as handling client relations with a focus on our Florida clients. Manage CrowderGulf's South Florida satellite office.

K2 Project Management Solutions

08/2020 to 02/2022

Hurricane Michael (DR-4399-FL) – Senior Grants Specialist – Bay County (FL)

Managed and worked on project formulation & project management focusing on Category A within a Public Assistance (PA) contract with Bay County, Florida. Within Category A, there were 8 different projects with requests for reimbursements totaling over \$200,000,000.

2020 Oregon Wildfires (DR-4562-OR) – Branch Director – Oregon Department of Transportation

Accountable for the management of a team working under the monitoring contract for a Debris Management project due to the terrible wildfires that devastated the state of Oregon in 2020. Tasks included HR, data management, invoicing, and invoice QC for the project. Upon my departure, debris amounts totaled over 100,000 hazardous trees and 76,000 cubic yards of disaster-generated debris with the project ongoing.

Innovative Emergency Management

08/2018 to 07/2020

Hurricane Irma (DR-4377-FL) – Production Manager – Florida Department of Economic Opportunity

Responsible for the data management, internal reporting, and external reporting of the FDEO Rebuild Florida Project all with the goal of driving production for the overall project. This project was granted under a Community Development Block Grant-Disaster Recovery (CDBG-DR).

CrowderGulf

09/2017 to 07/2018

Hurricane Irma (DR-4377-FL) – Data & Invoice Specialist – Florida

Accountable for all data management and invoicing through project completion for 23 different Hurricane Irma CG clients in the State of Florida. Over the course of the projects debris totals included the removal of 200,000 hazardous limbs/trees and over 10,000,000 cubic yards of disaster-generated debris.

Metric Engineering/Wheeler EMC

02/2017 to 08/2017

Hurricane Hermine (DR-4280-FL) – Project Specialist – City of Tallahassee

Responsible for validating all data and invoices within the Category A part of a Public Assistance (PA) contract with the City of Tallahassee. The reviewed data included debris amounts totaling 18,400 hazardous limbs/trees and 130,000 cubic yards of disaster-generated debris.

Metric Engineering

09/2016 to 12/2016

Hurricane Hermine (DR-4280-FL) – Data & Invoice Specialist – Florida Department of Transportation

Accountable for the data management and invoicing for the monitoring aspect of the debris cleanup after Hurricane Hermine. Debris amounts for the project included the removal of more than 6,100 hazardous limbs/trees and 18,000 cubic yards of disaster-generated debris.

Metric Engineering

02/2014 to 02/2015

South Carolina Severe Winter Storm (DR-4166-SC) – Invoice/Billing Analyst – South Carolina Department of Transportation

Responsible for assisting in the data management and managing all of the monitoring firm's invoicing for the monitoring aspect of the debris cleanup after the 2013 South Carolina Severe Winter Storms. Debris amounts for the project included the removal of more than 150,000 hazardous limbs/trees and 2 million cubic yards of disaster-generated debris. More than 1,000 debris monitoring personnel supported this project.

OTHER EXPERIENCE

TEXSTAR ACQUISITIONS

03/2015 to 08/2016

Acquisition & Sales Associate – Austin, TX

Managed all aspects related to the acquisition and sale of residential real estate. Coordinated investment strategies for investor's portfolio. Performed property inspections to assess property value and needed improvements. Marketed a diverse portfolio of real estate investment opportunities.

PROFESSIONAL LICENSES AND SKILLS

- FEMA Certifications – IS-00100.b, IS-00200.b, IS-00393.b, IS-00632.b, IS-00634, IS-00700.b, IS-00800.b
- Bilingual- English and Spanish
- Highly knowledgeable in Automated Debris Management Systems (ADMS) for the predominant monitoring companies in the field

EDUCATION

- Florida State University – AA / BS Candidate (concentrations in Accounting and in Real Estate)

Areas of Expertise

Dedicated construction professional with years of direct experience with a proven track record of success. Results-oriented leader with outstanding work ethic and proven leadership, negotiation and problem resolution abilities. Ability to motivate and maximize all levels of productivity. Excellent communicator able to build cohesive and productive relationships with people across all corporate levels. Experience or expertise in:

- ◆ Procurement/contract negotiation
- ◆ Electrical systems
- ◆ Team Building/Leadership
- ◆ Disaster Recovery
- ◆ Power distribution
- ◆ Demolition
- ◆ Underground utility installation
- ◆ Sports lighting installation
- ◆ Solar system installation

Disaster Debris Management Experience**CrowderGulf – Mobile, AL****2016-Current****Senior Project Manager**

- Project Manager over city of Alexandria, Louisiana after Hurricane Laura swept through the State. Removed approximately 250,000 Cubic Yards of Debris.
- Oversight of storm debris clean-up for the City of Raleigh, North Carolina. This includes management of subcontractors and clean-up crews for the massive collection of storm debris. In addition, managed temporary debris area for the collection and disposal of vegetation and construction debris. After completion and close-out of Raleigh project, I performed similar oversight and storm clean-up management in Fayetteville, NC, post Hurricane Matthew.
- Managed extensive storm clean-up efforts in Port Arthur, TX, post Hurricane Harvey. This included management of subcontractors and clean-up crews, as well as management of multiple temporary debris areas. In addition, coordinated with various City, State and Federal governmental agencies.
- Managed substantial storm debris clean up expanding more than 30 miles in and around Panama City, FL, post Hurricane Michael. This included managed of deep ditch clearing and extensive private property debris removal. Successfully completed the following projects for the United States Army Corps of Engineers in 2018: Lakehurst Air Force Base, NJ – Repair of electrical distribution system and Dover Air Force Base, DE – Complete construction of hydrant fuel system.

AshBritt Environmental, Deerfield Beach, FL**2016-2016****Senior Project Manager**

- Managed complete vessel recovery as a result of Hurricane Matthew storm impacts.

CURRENT CONSTRUCTION CORP - CURRENT ENVIRONMENTAL & DEMOLITION, Allentown, NJ**2012-2016****Vice President**

- Estimated and procure various electrical projects throughout the East Coast. This includes airport runway lighting and aviation construction, underground utility projects, sports lighting installation and power distribution. Supervised various members of the construction team to ensure the successful completion of commercial and residential demolition projects; including both interior and exterior demolitions.
- Performed clean-up efforts after Superstorm Sandy throughout many shore communities in New Jersey, totaling approximately 35% of all clean-up work in the state. Projects ranged from demolition of homes, installation of pilings to the raising and construction of homes, to the performance of marine vessel salvage. Managed the operation of pneumatic vacuum trucks in order to clean sand and sludge from underground mains in areas from Seaside Park to Point Pleasant, NJ.
- Supervised and performed marine vessel salvage and dredging of various channels and marinas in the Southern regions of the Jersey shore.
- Managed the building, operation and restoration of the largest temporary transfer station in Stafford Township, NJ. Maintained and adhered to all necessary codes and construction compliance.

LUCAS ELECTRIC COMPANY, INC. - LUCAS DEMOLITION & DISPOSAL, Hightstown, New Jersey**1995-2012****President****HENRY J. LUCAS ELECTRIC CO., INC.****1990-1995****Vice President****Project Manager/Estimator
Electrician (1979-1985)****1985-1995****Education / Licensing / Training / Leadership & Community Involvement****MERCER COUNTY VOCATIONAL TECHNICAL SCHOOL - Electrical Construction****West Windsor, NJ****New Jersey Electrical Contractors License #9758****New Jersey A901 Disposal License****100-Ton US Coast Guard Captain's License****New Jersey CDL-A License with Medical Card****Transportation Worker Identification Credential (TWIC) Card****OSHA 10/30 & First Aid Certification****Big Brother/Sister of Mercer County****Real Estate Investor – Commercial & Residential****Entrepreneurial Ventures - Owned and managed an auto body / collision center and laundromat in New Jersey.****Lucas, Matt - Resume**

Experience

CrowderGulf - Theodore, AL

Project Manager

2011-Present

- Over two decades of experience in disaster recovery and management industry.
- Grinding at Temporary Disposal Storage & Reductions Sites (TDSRS) and secure additional sites when needed.
- Manage and direct field level disaster debris removal and reduction operations including site management and the supervision of subcontractors and foremen.
- Prepare bid proposals and manage post hurricane contracts for extra work not covered by pre-event hurricane contracts.
- Planning and scheduling of crews and equipment to collect hurricane debris from public rights-of way.
- Mediate all claims of property damage to satisfaction of property owner and municipality.
- Oversee debris reductions sites, schedule hauling and disposal of reduced vegetative material to final beneficial reuse sites.
- Oversee and schedule loading, transportation, disposal of wood fiber for beneficial reuse in nursery application, completion of debris and delivery of post reduction wood fiber.
- Oversee verification and completion of tracking documentation for payment, delivery tickets for invoicing and FEMA auditing.
- Assist in loading and expediting of ship to final destination.
- Site restoration of temporary debris management sites to FEMA and municipality requirements.

2021 December Tornadoes

2020 Hurricanes Laura Sally, Delta & Zeta

2019 Hurricane Dorian, Tropical Storm Imelda & Tornado's

2018 Hurricane Michael, Florida

2018 Hurricane Florence, North Carolina - Senior Project Manager for hurricane debris pick-up and disposal in Fayetteville of over 160,000cy.

2017 – 2018 Hurricane Irma, Florida - Successful completion of hurricane debris pick-up and disposal in assigned areas. Debris management operation for numerous clients in the center portion of Florida. Two counties, Charlotte and DeSoto; two cities, Arcadia and Punta Gorda.

2011 – 2012 Hurricane Irene, Virginia - Successful completion of hurricane debris pick-up and disposal in assigned areas. York County, James City County, City of Williamsburg

CrowderGulf Partner/Subcontractor

2003-2011

- Assisted CrowderGulf as primary and first liaison between the company, municipalities and FEMA requirements.
- Grind-All has three disposal sites available within the Richmond area CVWMA region and thirteen local member jurisdiction and CrowderGulf for use as TDSRS's and/or final disposal sites.
- Four existing grinders and support equipment available immediately.
- Grind-All fleet of trucks and additional hauling capacity available for hauling of reduced debris to final disposal site(s).
- Richmond based company with ability to provide local resources for personnel and equipment for debris pick-up, reduction, and disposal.

2004 - 2008 Consultant to CrowderGulf, Virginia and Florida - Assisted with preparation of bids for both existing pre-event contracts and requested bids and proposals end use of reduced debris not just storage.

2004 - 2005 Hurricane Charley, Ft. Myers, Florida Area - Full responsibility for day-to-day management of all disaster recovery activities including collection crews and equipment, debris reduction and disposal, and site restoration. Liaison with municipalities, Corps of Engineers and FEMA. Successful completion of hurricane debris pick-up and disposal in assigned areas. Lee County (including Lehigh Acres, North Ft. Myers, Captiva, Pine Island, and Bonita Springs) and four cities and towns (Ft. Myers, Ft. Myers Beach, Cape Coral, Sanibel) and successful completion of C&D debris removal from Upper Captiva Island by boat.

2003 – 2004 Hurricane Isabel, Virginia - Successful completion of hurricane debris pick-up and disposal in assigned areas. Four counties and five cities and towns (Southampton, Suffolk, York, and James City Counties, Virginia Beach, Norfolk, Newport News, Suffolk, and Poquoson. Assisted with all aspects of disaster debris collection, recordation, reduction, damage claims and client contact. Responsible for TDSRS restorations. Successful loading and expediting of shipments to final destination for disposal of reduced debris both domestically and internationally.

Previous Experience

Grind-All Company – Moseley, VA

General Manager

1999–2003

- Day-to-day management overseeing scheduling and operations of four grinders, three screens, mulch coloring plant, and fifteen loaders, excavators, trucks, and miscellaneous equipment.
- Responsible for the operation of three dumping and grinding sites for preparation of mulch, topsoil and organic growing media.

Amber Ramsay

Public/Community Relations and Marketing Manager

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; STRATEGIC PLANNING AND NEGOTIATIONS

Relevant Qualifications

- 25 years of experience in disaster recovery and marketing.

Disaster Debris Management Experience

CrowderGulf

1999-Present

Community Relations/Media Manager

- Liaison between CrowderGulf Project Managers in the field and US Army Corp of Engineers, elected officials, public works directors, the incident commander at the EOC (Emergency Operations Center) and clients
- Coordinate directly with PIO (Public Information Office) to manage release of information pertaining to debris recovery operations
- Assist in preparing media releases regarding debris segregation and scheduling
- Facilitate information flow to CrowderGulf Project Managers regarding FEMA eligibility criteria
- Establish and manage Community Debris Hotline
- Manage CrowderGulf's Damage Claim Program
- Conduct annual training for clients with existing contracts
- Represent CrowderGulf at national, regional and state professional conferences and seminars
- Participate in continuing education conferences pertaining to debris management

Winter Storms, Flooding & Tornado (2021)

- Various Disaster Debris Removal

Hurricanes Nicholas and Ida (2021)

Hurricanes Laura, Sally, Delta & Zeta (2020)

Hurricane Dorian, TS Imelda & Tornado's (2019)

Hurricane Florence & Michael (2018)

Hurricane Irma (2017)

- 61 Simultaneous Activations in FL

Hurricane Harvey (2017)

- 26 Simultaneous Activations in TX

Hurricane Matthew (2016)

- 46 Simultaneous Activations in SC

Hurricane Hermine (2016)

- City of Tallahassee, FL
- Leon County, FL

Winter Storms, Flooding & Tornado (2015/16))

- Various Disaster Debris Removal

Sandy (2012-2013)

- NJ Disaster Debris & Waterway Clean-up

BP Horizon Oil Spill (2010-2012)

- Baldwin County, FL
- City of Gulf Shores, AL
- City of Orange Beach, AL

New York State Ice Storm (2006)

Hurricane Rita (2005)

- US Army Corp of Engineers Contract
 - Calcasieu Parish, LA
 - City of Lake Charles, LA

Hurricane Katrina (2005)

- Pascagoula, MS

Hurricane Ivan (2004)

- Pascagoula, MS

Hurricane Charley (2004)

- Lee County, FL
- Town of Ft. Myers Beach, FL
- City of Ft. Myers, FL
- Sanibel Island, FL
- Captiva Island, FL

Hurricane Charley Debris Projects (2004)

- Volusia County, FL
- City of Palm Coast, FL
- City of Edgewater, FL

Hurricane Fran Debris Project (1996)

- City of Wilson, NC

Hurricane Erin Debris Project (1995)

- City of Pensacola, FL

Hurricane Opal Debris Projects (1995)

- Panama City, FL
- Bay County, FL

Education & Certifications

- Bachelor of Science
- NIMS & FEMA Certified

Auburn University, Auburn, AL

Ramsay, Amber - Resume

Gina Walley

Accounts Receivable /Documentation Specialist

Areas of Expertise

DOCUMENTATION SPECIALIST; DATA ANALYSIS SPECIALIST; ACCOUNTS RECEIVABLE MANAGER; DATABASE MANAGER

Relevant Qualifications & Experience

2004 THROUGH PRESENT

DOCUMENTATION SPECIALIST

- Documentation management
 - Ensure that documentation has been provided and that it is accurate and sufficient to record the work completed
- Historical data preservation & experience for proposals
 - Provide tables & charts with accurate figures from past projects to display CrowderGulf's accomplished work

DATA ANALYSIS SPECIALIST

- Data analysis
 - Review data for accuracy and capture necessary information directed by the contract
- Audit assistance and investigation
 - Assist and provide Client's necessary documentation and analyze reports to respond to questions during an audit

ACCOUNTS RECEIVABLE MANAGER

- Invoicing clients from reconciled data
 - Create accurate invoices from Client preferences and contract specifics
- Client and Client representative relations for reconciliation and documentation
 - Work with Clients and their representatives to reconcile data adhering to specific timelines and satisfaction goals

DATABASE MANAGER

- Database development, creation and management
 - Assisted in development of innovative database that assists in more accurate capture of data
 - Created a database specific to each Client's and event/project needs
- Contract knowledge as it pertains to documentation, pricing line items and invoicing
 - Review contract requirements and scope of work and define the best process to capture the required data

STORM RELATED EXPERIENCE (PARTIAL LISTING)

2021 Hurricane Nicholas	7 Activations	
2021 Hurricane Ida	4 Activations in MS & LA	
2020 Hurricane Zeta	7 Activations in MS	
2020 Hurricane Delta	1 Activation in TX	
2020 Hurricane Sally	10 Activations in AL & FL	
2020 Hurricane Laura	8 Activations in LA	
2018 Hurricane Michael	>1,032 invoices reconciled & generated	22 Client data projects managed
2018 Hurricane Florence	>235 invoices reconciled & generated	64 Client data projects managed
2017 Hurricane Irma	>1,386 invoices reconciled & generated	28 databases created & managed
2017 Hurricane Harvey	>479 invoices reconciled & generated	49 databases created & managed
2016 Hurricane Matthew	>590 invoices reconciled & generated	4 databases created & managed
2016 Hurricane Hermine	>25 invoices reconciled & generated	12 databases created & managed
2016 Tornados/Flooding	>115 invoices reconciled & generated	6 databases created & managed
2015 Ice Storm/Flooding/Severe Weather	>65 invoices reconciled & generated	12 databases created & managed
2014 Severe Storms	>46 invoices reconciled & generated	7 databases created & managed
2014 Ice Storm Pax, Ulysses	>24 invoices reconciled & generated	3 databases created & managed
2012 Hurricane Sandy	>80 invoices reconciled & generated	6 databases created & managed
2012 Hurricane Isaac	>16 invoices reconciled & generated	29 databases created & managed
2011 Hurricane Irene	>153 invoices reconciled & generated	8 databases created & managed
2011 Tornado Recovery	>63 invoices reconciled & generated	100 databases created & managed
2008 Hurricane Ike	>2,350 invoices reconciled & generated	33 databases created & managed
2005 Hurricane Wilma	>33 invoices reconciled & generated	18 databases managed
2005 Hurricane Rita	>18 invoices reconciled & generated	49 databases managed
2005 Hurricane Katrina	>186 invoices reconciled & generated	

Education

- ❖ University of Southern Mississippi, Paralegal Studies
- ❖ Remington College, Electronics & Computer Engineering Technology
- ❖ Faulkner State Community College, Undergraduate Studies

Walley, Gina - Resume

Jenny Todd Weaver

Subcontractor Compliance Manager

Areas of Expertise

SUBCONTRACTS; MINORITY AND DISADVANTAGED BUSINESS INVOLVEMENT; RFP PREPARATION

Relevant Qualifications

- Seventeen years of experience in disaster recovery and management.
- Strong legal background
- 10 years proposal preparation
- Managed subcontractor activations over various simultaneous events for CrowderGulf's disaster debris projects.

Disaster Debris Management Experience

CrowderGulf

2005-Present

Subcontractor S/WMBE Compliance Manager

2008-Present

- Subcontract execution during activations. Insurance compliance and subcontractor reconciliation oversight.
- Manage subcontractor compliance with all state and federal requirements.
- Develop and implement Company S/WMBE utilization plan.
- Continually solicit local subcontractors and MBEs during and after the bidding process to maintain client goals.
- Assist in Proposal organization and review.

Contract Analyst/Administrator

2006-2008

- Assist in Pre-Event Request for Proposal preparation and overviews of all existing contracts
- Accounts receivable/payable oversight.
- Manage Subcontractor Database

Data Management Analyst/Specialist

2005-2006

- Managed and maintained debris area databases, while organizing all debris ticketing and field certifications
- Implemented deductive reasoning and problem solving with field errors
- Maintained and analyzed all reconciliation records for the various debris locations
- Performed investigations into all discrepancies over payroll and hauling of Subcontractors
- Prepared final reconciliations between Municipalities and Subcontractors invoices for weekending payrolls

Activations Worked:

December Tornadoes (2021) – 2 Activations in Kentucky

Hurricane Nicholas (2021) – 7 Activations in Texas

Hurricane Ida (2021) – 4 Activations in Mississippi & Louisiana

Hurricane Zeta (2020) – 8 Activations in Mississippi & Louisiana

Hurricane Delta (2020) – 1 Activation in Texas

Hurricane Sally (2020) – 10 Activations in Alabama & Florida

Hurricane Laura (2020) – 8 Activations in Louisiana

Tornado & Special Project (2019)

2 Activations in Texas

Tropical Storm Imelda (2019)

1 Activation Montgomery Co, TX

Hurricane Dorian (2019)

2 Activations South Carolina

Hurricane Michael (2018-20)

61 Activations throughout Florida, Georgia

Hurricane Florence (2018)

21 Activations throughout North & South Carolina

Hurricane Irma (2017)

61 Activations throughout Florida

Hurricane Harvey (2017)

26 Activations throughout Texas

Hurricane Matthew (2016)

46 Activations throughout the East Coast

Hurricane Hermine (2016)

2 Activations in Florida

Sever Storms, Flooding & Tornadoes (2015/16)

Debris Removal Services for various municipalities

Ice Storms Pax and Ulysses (2014)

3 Activations over North and South Carolina

Hurricane Sandy Debris Projects (2012/13)

2 activations for Kitty Hawk, NC and State of New Jersey

Hurricane Isaac Debris Projects (2012)

9 activations over 3 States

BP Oil Spill (2010/12)

1,200 People and 700 pieces of equipment
Baldwin County, Town of Dauphin Island,
Cities of Gulf Shores & Orange Beach, AL

Tornadoes April and May Outbreak (2011)

Various activations over Alabama, Missouri and Florida

Hurricane Irene Debris Projects (2011)

24 activations over North Carolina & Virginia; Six additionally awarded

Hurricane Ike Debris Projects (2008)

36 activations over 3 states with over 200 Subcontractors activated

Hurricanes Katrina, Rita & Wilma (2005)

56 Activations over 5 states activating over 500 subcontractors for Debris Projects

Education

- Bachelor of Science, Marketing/Minor in Mathematics
- Associates Degree, General Studies

University of Alabama, Tuscaloosa, AL
Faulkner State Community College, Bay Minette, AL

Weaver Todd, Jenny - Resume



C. Experience



*2008 Hurricane Ike
Bolivar, TX*

**City of Friendswood, TX
RFP 2022-13 Debris Removal Services**

C. Experience

FEMA / Public Assistance Program Experience

Over the past five decades, CrowderGulf has seen extensive changes in FEMA required documentation. Employees are continuously updated on changes to ensure our clients are provided with accurate and complete documentation to assist in the reimbursement process. In an effort to provide the best service to clients, all CrowderGulf Management and field staff are well-versed in the FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327). CrowderGulf's staff also collectively holds over eighty (80) FEMA course certifications. CrowderGulf has several FEMA specialists with 15 to 40 years experience.

CrowderGulf has worked the following Texas Federal Disaster Events over the last **15+ years**. Additional information regarding the types of debris removed, quantities and points of contact may be obtained from our Past Performance.



Texas Activations Involving Federal Declarations & FEMA Reimbursement



EVENT	County / Municipality		
2019 Tornado	Richardson		
2019 Tropical Storm Imelda	Montgomery County		
2017 Hurricane Harvey	Alvin	Aransas County	Brazoria County
	Chambers County	Clear Lake Shores	Corpus Christi
	Dickinson	Friendswood	Galveston
	Ingleside	Jones Creek	LaMarque
	League City	Liberty	Montgomery
	Nassau Bay	Newton County	Nueces County
	Port Arthur	San Patricio County	Santa Fe
	Seabrook	Texas GLO	Webster
	West Columbia		
2016 Flooding / Tornadoes	Montgomery County	Waller County	
2016 Tornado	Rowlett		
2015 Tornado	Friendswood		
2015 Flooding	Blanco County	Republic Services, Corpus Christi	
2008 Hurricane Ike	Alvin	Angleton	Bayou Vista
	Beaumont	Brazoria County	Brookside Village
	Chambers County	Clear Lake Shores	Clute
	Deer Park	Dickinson	Freeport
	Friendswood	Galveston County	Galveston Co. Mainland and Bolivar Peninsula
	Galveston Co. Municipal Utility	Jefferson County	Kemah
	LaMarque	League City	Manvel
	Montgomery County	Pearland	Santa Fe
	Texas City	Texas GLO	Tiki Island
	Webster	Westlake	
2005 Hurricane Rita	Dickinson	Jefferson County	

Availability and Assurances

Due to the uncertainty of disaster related events, it is difficult to predict when a contract activation will occur. Regardless of the number of contracts CrowderGulf has activated after a disaster, in 50+ years, we have never failed to meet a client's contract requirements for equipment resources and personnel. Having an experienced management team, a large pool of company owned equipment and operators, a nationwide data base of trusted and experienced subcontractors and agreements with national rental companies, allows CrowderGulf the ability to assure the City that we can and will meet your disaster response needs. We are committed to providing the City with priority service, quality performance and onsite management. We will work as a team with you and your representatives to successfully restore the City to some sense of normalcy, following all FEMA regulations and within the designated timeline established by the City's contract. The severity of the disaster will determine how many employees will be assigned to a specific client. Depending on the scope of the disaster, CrowderGulf will use a combination of company crews and subcontractors to perform work. We will begin with CrowderGulf personnel and local resources and proceed to add additional manpower and subcontractors until we have a sufficient workforce in place to ensure the City that we can effectively manage and handle the disaster effort. CrowderGulf will adjust assets as required to optimize operations.

Hurricanes Harvey and Irma – Lessons Learned and Management Team Updates

During the 2017 Hurricane Season, Hurricanes Harvey and Irma became historic in the debris removal industry. The Category IV Hurricane Harvey, devastated the State of Texas and ten days later, Hurricane Irma made landfall in Florida, South Carolina, and Georgia. Most of the damage occurred throughout Florida. These two back-to-back major hurricanes presented several historical challenges for the Federal Government, local jurisdictions, and private contractors. Assets from around the Country, including CrowderGulf, were fully mobilized in Texas to assist with their recovery effort. However, after Hurricane Irma did her damage in Florida, CrowderGulf's management team immediately began responding to the needs of our Florida clients, while continuing to work throughout Texas. Although these two hurricanes created a national resource shortage, CrowderGulf never asked to re-negotiate our contract rates. We fulfilled all of our contractual obligations on time or ahead of schedule, both in Texas and in Florida. After these historic events CrowderGulf's management team completed an after-action analysis, and we identified several lessons learned, and as a result, made strategic changes to our subcontractor requirements. CrowderGulf's management also implemented several measures to lessen the chance of having a resource shortage in future activations, including the purchase of additional company-owned assets listed in this proposal.

Subcontracting

Our Subcontractors Compliance Manager, Jenny Todd Weaver along with our Director of Operations, Nick Pratt worked diligently securing subcontractors to meet the heavy demand in Florida and Texas, during the 2017 Hurricane Season. They reviewed subcontractors past experience, debris specific equipment and mobilization times and they identified any underperforming subcontractors or subcontractors that defaulted on requirements that had signed master subcontracts. Those subcontractors have been removed from our database and will not work with CrowderGulf during future activations.

Monitoring Firms

CrowderGulf has an excellent working relationship with many of the monitoring firms across the United States. The 2017 Hurricane Season allowed us to extend many of those relationships, due to the number of contracts that CrowderGulf had activated, and allowed us to work with new monitoring firms. CrowderGulf found that there were many new monitoring employees / personnel, so in the beginning there were some challenges with the truck certification process and getting accurate data from the monitoring firms. Our Senior Project Managers and Project Managers worked to iron out any issues in the beginning of the project and things began to run much smoother. After the activations, our Management Team met and brainstormed the best way to tackle these issues in the future, should they arise. As a result, we implemented a Quality Assurance / Quality Control (QA / QC) Field Team that works directly with monitoring firms in the field to ensure that CrowderGulf receives all data on a daily basis. We have found that this new process has been instrumental after Hurricane Michael devastated the Florida Panhandle in 2018 and most recently after a similar scenario after Hurricanes Laura and Sally in 2020.

Training

Although the 2017 Hurricane Season was challenging for the entire debris removal and management industry, we made several small additions to our Complete Debris Management Plan. We added Annual Training Sessions with Project Managers, Field Supervisors, Reservist Personnel, and Subcontractors in each of our Regions, including Florida. Reid Loper, Vice President and Leigh Anne Ryals, Emergency Management / Quality Control Supervisor, led the trainings in Alabama and Texas. Barrett Holmes, Regional Manager led several trainings along the East Coast, including the Hilton Head Area and both the Carolinas. Don Madio, Regional Florida Manager, led several trainings in Florida. The topics discussed ranged from Project Management, Debris Management Site Selection and Setup, Senior Supervision, Teaming with Monitoring Firms and Communication with the Client and our Disaster Administrative Office. The training sessions were so successful that additional trainings are scheduled for after the Governors Hurricane Conference and after client trainings before each Hurricane Season. A copy of those presentations can be made available to the City, upon request.



**2021 Eastern Regional Training
Session in Laurens, SC**

Hurricanes Florence and Michael – Implementation of After Action Items

It didn't take long for CrowderGulf's updated Management Approach, Annual Trainings, Selective Subcontracting Initiatives and New Monitoring Relationships to be put at the forefront of a 2 storm event and simultaneous contract activations. In 2018, **Hurricanes Florence and Michael** struck the Coast of North Carolina and the Panhandle of Florida within one month of each other. Hurricane Florence was a Category 1 Storm and produced tremendous amount of rainfall and flooding. Hurricane Michael, once thought to be a Category 4 Hurricane was upgraded to a Category 5, and the first storm on record to hit the Florida Panhandle with sustained winds over 157+ miles per hour. CrowderGulf had 18 pre-event contracts activated across the State of North Carolina and a month later 11 contracts activated in Florida. Due to our diligence after Hurricane Harvey and Irma, our team was even better prepared for these two disasters. The CrowderGulf Team 'Rose to the Challenge' and provided each client with the necessary assets, both personnel and equipment, to successfully meet all contractual obligations within the specified time, to include safety, quality, cost and schedule. CrowderGulf responded to Florida with urgency, providing each Florida Client with their own trained Project Management team, consisting of a Senior Project Manager, multiple Project Managers and Field Supervisors. CrowderGulf did not downsize equipment and personnel in North Carolina to respond to Florida. **Where necessary, we doubled and in some cases tripled our equipment resources in our North Carolina contract activations** to re-assure our North Carolina clients that we would finish their projects strong and successfully. Due to the widespread flooding, it took several weeks for those waters to recede. Our Team was fully mobilized and ready to begin removal operations when safe to do so. We responded to our Florida clients with full resources and had damage assessment personnel on the ground within two hours of the storms' passing. Our President, Vice President, Director of Field Operations and Florida Regional Manager, were all on the ground surveying damage and reaching out to clients. CrowderGulf provided personnel, drones and helicopters for damage assessment and brought in our own professional videographer to capture storm damage and the debris removal process.

Comparable Projects / Past Performance

Due to page limitation, we have provided a partial listing of contracted work accomplished by CrowderGulf as Prime Contractor for the past 5 years. Projects with the City of Friendswood have been highlighted in yellow. If CrowderGulf was activated to pre-position for emergency road clearing operations, the word "Push" is listed under the Description of Work. An actual response time can be different for each client depending on their issuance of a NTP and the terms of their contract.

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2021 KY Tornado	2-Activations - 4 DMS's	\$3,841,472 Total Event Cost	214,381 Total Event CY	
Bowling Green, KY 12/18/2021-2/16/2022	Removed & Disposed: Veg, C&D, hangers (194 trees), leaners (189), stumps (11); Reduced by grinding (118,343 CY) & compaction (54,232 CY); (2) DMS Sites; Monitored by Tetra Tech	\$3,022,273	166,835	Matt Powell, Environmental Manager City of Bowling Green, KY 1011 College Street, Bowling Green, KY 42102, 270-393-3071; Matt.Powell@bakv.org
Warren Co, KY 12/18/2021-2/15/2022	Removed & Disposed: Veg, C&D, hangers (98 trees), leaners (55), stumps (4); Reduced by grinding (38,194 CY) & compaction (9,352 CY); (2) DMS Sites; Monitored by Tetra Tech	\$819,199	47,546	Josh Moore, Public Works Director, 1141 State Street, Bowling Green, KY 42101 270-779-6808 josh.moore@ky.gov
2021 Misc				
Friendswood, TX Winter Storm 3/1/2021-3/11/2021	Removed & Disposed: C&D direct, e-waste (14); Monitored by Tetra Tech	\$35,235	1,671	Brian Mansfield, Fire Marshall & EM Coordinator 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3332, bmansfield@cj.friendswood.tx.us
2021 Hurricane Ida	4-Activations- 4 DMS's - DR 4626-MS, DR-4611-LA	\$31,572,629 + Total Event Cost	1,197,853 + Total Event CY	
St. John Baptist Parish, LA 9/6/2021-Ongoing	Removed & Disposed: PUSH, Veg, C&D, Parks debris, Hangers (2,198 trees), Leaners (28), stumps (2,800), E-waste (18,087), HHW (255,580 Lbs), White Goods (2,618), Freon, Refrigerator Contents (661,460 Lbs); Reduced by Compaction (704,285 CY) & Grinding (621,083 CY) (3) DMS Sites; Monitored By: Tetra Tech	\$28,534,394+	1,133,044+	Ms. Jaclyn Hotard, Parish President, 1811 W Airline Hwy, LaPlace, LA 70068; 985-652-9569 ext. 1244; jhotard@stjohn-la.gov
St. John Baptist Parish, LA Laterals 3/5/2022-Ongoing	Removed & Disposed: Water debris, grinding (3,135 CY)	\$1,148,922+	16,199+	Ms. Jaclyn Hotard, Parish President, 1811 W Airline Hwy, LaPlace, LA 70068; 985-652-9569 ext. 1244; jhotard@stjohn-la.gov
2021 Flooding & Severe Storms	2-Activations- 6 DMS's - DR-4606-LA	\$907,894 Total Event Cost	42,079 Total Event CY	
Calcasieu Parish, LA 06/07/21-8/4/2021	Removed & Disposed: Veg, C&D, E-waste (30), White Goods (42), Freon, Refrigerator Contents (25,320 Lbs); Reduced by Compaction (5,156 CY) & Grinding (244 CY); (3) DMS Sites, Monitored by Tetra Tech	\$222,312	5,401	Allen Wainwright, Director of Engineering and Public Works 1015 Pithon Street, 4th Floor Lake Charles, LA 70602 337-721-3700 awainwright@calcasieuparish.gov
Lake Charles, LA 06/08/2021-8/25/2021	Removed & Disposed: C&D, White Goods (96), Freon, Refrigerator Contents (2,940 Lbs); Reduced by Compaction (36,678 CY); (3) DMS Sites; Monitored by Tetra Tech	\$685,582	36,678	John Cardone, Jr. City Administrator 326 Pujio Street, 10th Floor Lake Charles, LA 70601 Ofc: 337-491-1381 Cell: 337-794-1513 ma.vorsactionline@cityoflc.us
2020 Hurricane Zeta	8-Activations - 6 DMS's - DR-4576 (MS), DR-4577 (LA)	\$28,333,915 Total Event Cost	1,810,046 Total Event CY	
Audubon Nature Institute, LA 10/31/2020-12/15/2020	Removed & Disposed: Veg, C&D, hangers (486 trees), leaners (288); Monitored by Tetra Tech	\$593,154	9,668	Daniel Illig, Arbicultural Supervisor, 6500 Magazine Street New Orleans, LA 70118 Ofc. 504-212-5232 cell: 985-960-8873, dillig@auduboninstitute.org Cecile Halliwell, Director of Purchasing, Ofc: 504-212-5325 cell: 985-774-7549 challiwell@auduboninstitute.org
Gulfport, MS 11/10/2020-2/23/2021	Removed & Disposed: Veg, C&D, Leaners (485), Hangers (12,297 trees), Stumps (9); Reduced by Grinding (371,750 CY); (2) DMS Sites; Monitored by Tetra Tech	\$9,365,585	483,413	Robert (Chris) K. Riemann, Engineering Director 4050 Hewes Avenue Gulfport, MS 39507 Ofc: 228-668-5740 Cell: 228-518-2980 kriemann@gulfport-ms.gov

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Harrison Co. MS 11/06/2020-2/3/2021	Removed & Disposed: Veg, C&D, Leaners (966), Hangers (36,065 trees); Reduced by Grinding (409,681 CY); (2) DMS Sites; Monitored by Volkert	\$9,225,138	538,791	Rupert H. Lacy, Director of Emergency Management 1801 23rd Avenue Gulfport, MS 39502 Ofc: 228-865-4002 Cell: 228-323-6420 rupertlacy@co.harrison.ms.us
2020 Hurricane Sally	10-Activations – 37 DMS's – FEMA DR-4563-AL / DR-4564-FL	\$116,422,750 Total Event Cost	7,318,024 Total Event CY	
AL DOT SW Region – Mobile 09/24/2020 – 01/22/2021	Removed & Disposed: Veg, C&D, Compacted C&D, Mulch, hangers (9,111 trees), leaners (3,320 trees), stumps (92); Reduced by Grinding (564,550 CY) & Compaction (59,952 CY); (16 DMS); Monitored by Thompson	\$14,264,670	709,431	Matthew Erickson, SW Region Engineer 1701 West I-65 Service Road North Mobile, AL 36618 Ofc: 251-470-8200 ericksemm@dot.state.al.us
Baldwin Co., AL 09/25/2020 – 04/7/2021	Removed & Disposed: Veg, C&D, Compacted C&D, Mulch, hangers (39,799 trees), leaners (6,030 trees), Stumps (120), White Goods (181), E-waste (24); Reduced by Grinding (4,217,587 CY) & C&D Compaction (293,171 CY); (13 DMS); Monitored by Tetra Tech	\$61,896,884	4,509,547	Terri Graham, Solid Waste Development & Environmental Director, 22070 Hwy 59 Central Annex II 3rd & 4th Floor Robertsdale, AL 36567 251-972-6878 TGraham@baldwincounty.al.gov
Gulf Shores, AL 09/17/2020-02/3/2021	Removed & Disposed: PUSH, Veg, C&D, Parks debris, Trails debris, waterway debris, Mulch, Compacted C&D, HHW (11,580 Lbs.), E-Waste (114), White Goods (232), Hangers (7,162 trees), Leaners (2,938 trees), Stumps (285); Reduced by Grinding (457,915 CY) & Compacting (40,763 CY); (1 DMS); Monitored by Thompson	\$9,741,393	454,356	Mark Acreman, PW Director, 1905 West 1st Street Gulf Shores, AL 36542 251-968-1155 macreman@qulishoresal.gov
Orange Beach, AL 09/20/2020-5/21/2021	Removed & Disposed: PUSH, Veg, C&D, Municipal debris, beach debris, trail debris, waterway debris, wetlands debris, C&D compacted, mulch, HHW (151,100 lbs.), E-Waste (383), white goods (1,624), hangers (4,527 trees), leaners (725 trees), Stumps (342); Reduced by Grinding (228,509 CY) & Compacting (194,239 CY); Monitored by Thompson	\$13,593,239	424,952	Mr. Phillip West, Coastal Resource Director, 4101 Orange Beach Blvd Orange Beach, AL 36561 Ofc: 251-981-6788 Cell: 251-747-6166 pwest@orangebeachal.gov
Spanish Fort, AL 09/28/2020-11/16/2020	Removed & Disposed: PUSH, Veg, C&D, Hangers (118 trees), leaners (14 trees); Monitored by Thompson	\$1,124,436	93,337	Mary Lynn Williams, City Clerk, 7361 Spanish Fort Blvd. Spanish Fort, AL 36527 Ofc: 251-626-4864 cityclerk@cityofspanishfort.com
2020 Hurricane Laura	10-Activations – 27 DMS's – FEMA DR-4559-LA / EM-3540-TX	\$309,276,261 + Total Event Cost	13,740,937 + Total Event CY	
Alexandria, LA 8/31/2020-11/4/2020	Removed & Disposed: Veg, C&D, Parks and Zoo debris, mulch, hangers (2,975 trees), leaners (98 trees), stumps (1); Reduced by Grinding (222,758 CY); 1 Site Monitored by Tetra Tech	\$3,643,508	228,755	Darren Green, Debris Manager 625 Murray Street Alexandria, LA 71301 Ofc: 318-441-6060 Cell: 318-446-2342 darren.green@cityofalex.com
Calcasieu Parish, LA 9/3/2020-9/2/2021	Removed & Disposed: PUSH, Veg, C&D, C&D compacted, mulch, hangers (33,785 trees), leaners (75,983 trees), white goods (4,403), e-waste (2,910), refrigerator contents (314,960 lbs), tires (1,215) Reduced by Grinding (5,004,006 CY) & compacting (2,573,846 CY); 9 DMS Sites; Monitored by Tetra Tech	\$132,652,115	6,972,815	Allen Wainwright, Director of Engineering and Public Works 1015 Pitton Street, 4th Floor Lake Charles, LA 70602 337-721-3700 awainwright@calcasieuparish.gov
Calcasieu Parish, LA Laterals 10/8/2021-Ongoing	Removed & Disposed: Waterway debris from Laterals / Waterways	\$64,607,307 +	929,335 +	Allen Wainwright, Director of Engineering and Public Works 1015 Pitton Street, 4th Floor Lake Charles, LA 70602 337-721-3700 awainwright@calcasieuparish.gov
Lake Charles, LA 9/3/2020-9/9/2021	Removed & Disposed: PUSH, Veg, C&D, Compacted C&D, Mulch, hangers (19,295 trees), leaners (1,985 trees), white goods (1,574) stumps (3), HHW (4,943 lbs) Reduced by Grinding (2,254,057 CY) & compacting (2,006,484 CY); 5 Sites; Monitored by Tetra Tech	\$80,383,800	4,077,816	John Cardone, Jr. City Administrator 326 Pujos Street, 10th Floor Lake Charles, LA 70601 Ofc: 337-491-1381 Cell: 337-794-1513 jcardone@cityoflc.us

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Westlake, LA 9/3/2020-3/13/2021	Removed & Disposed: PUSH, Veg, C&D, Compacted C&D, Mulch, Hangers (313 trees), leaners (401 trees), white goods (93), e-waste (35), HHW (6,480 lbs); Reduced by Grinding (206,656 CY) & compacting (108,644 CY); 1 Site. Monitored by Tetra Tech	\$5,715,701	315,301	Mayor Robert Hardey, 101 Mulberry Street Westlake, LA 70669 Ofc: 337-532-2757 mayor@cityofwestlake.com
2020 Demo Project	1 Activation	\$424,343 Total Event Cost	Total Event CY	
Friendswood, TX 1/1/2020-8/3/2021	Demo: 6 Houses Veg, C&D, Concrete, Hydromulch, Curb Construction, Abatement, electrical, Plumbing, Septic	\$424,343	LS	Brian Mansfield, Fire Marshall & EM Coordinator 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3332, bmansfield@ci.friendswood.tx.us
2020 Hurricane Hanna	2 Activations - EM -3530- TX	\$1,015,284 Total Event Cost	12,043 Total Event CY	
GLO, TX 9/2/2020-9/24/2020	Removed & Disposed: C&D, Pipe line(48), Parking lot (11,533 CY) & Beach Debris (510 CY) to 1-Final Disposal Site Monitored by Thompson	\$826,234	12,043	Texas General Land Office: Rene Garcia, Emergency Operations 1700 N Congress Ave. Austin, TX 78701 361-960-9863 Rene.Garcia@GLO.TEXAS.GOV Shelia Kirk, CTCD Shelia.Kirk@GLO.Texas.GOV
Nueces County, TX Through 8/26/2020	Damage Assessment Lump Sum	\$189,050	LS	Kathy Ard-Blattner Nueces County Deputy Emergency Management Coordinator 901 Leopard St., Suite 303 Corpus Christi, TX 78401 Office-361-888-0876 Cell-361-533-4024 Kathy.ard-blattner@nuecesco.com
2020 Tropical Storm Cristobal	2 Activations- EM-3527-LA	\$1,961,292 Total Event Cost	55,827 Total Event CY	
2020 Tornado	2 Activations - 2 DMS's - FEMA DR-4541-TN	\$12,292,233 Total Event Cost	896,815 Total Event CY	
2019 Tornado - TX	1 Activation - 1 DMS			
Richardson, TX 10/25/2019-12/6/2019	Removed & Disposed: vegetation; c&d; mulch; Reduced by Grinding (43,519 CY); Monitored by Roslan	\$670,890	59,443	Travis Switzer, Assistant Director Public Services 1260 Columbia Dr. Richardson, TX 75081 Ofc. (972) 744-4402. Cell. (972) 744-5814, travis.switzer@cor.gov
2019 Tropical Storm Imelda	1 Activation - 1 DMS FEMA DR-4466-TX			
Montgomery Co, TX 10/1/2019-11/8/2019	Removed & Disposed: C&D Direct; E-waste (840); White Goods (178); Monitored by Atkins Global	\$401,065	24,727	Darren Hess, Director of EM 9472 Airport Rd Conroe, TX 77303, 936-523-3901 Darren.hess@mcx.org
2019 Special Project - TX	1 Activation - 1 DMS			
Dickinson, TX 01/2019-02/2019	Removed & disposed: Waterway Debris Removal from Dickinson Bayou resulting from Hurricane Harvey	\$2,900,321	27,872	Stephanie Russell, Assistant City Administrator 4000 Leggio, Dickinson, TX 77539 281-337-8839 srussell@ci.dickinson.tx.us
2018 Hurricane Michael CAT V (FL)	16 Activations - 40 DMS's - FEMA-DR-4399 FL; FEMA-DR-4400-GA	\$252,281,127 Total Event Cost	12,304,170 Total Event CY	
Bay Co, FL 10/17/2018-4/28/2021	Removed & Disposed: (ROW, PPDR, Waterway) vegetation; C&D; Leaners (8,081); Hangers (6,419 Trees); White Goods (725); Reduced by Grinding (1,903,027 CY); C&D Compact (515,511 CY); DMS Sites (8) Projects: Waterway & Canal clearing; Debris removed from eligible parks, cemeteries & schools Monitored by Landfall Strategies; Tetra Tech	\$42,637,726	2,436,953	Keith Bryant, Director of Public Works; 840 W. 11st Street, Panama City, FL 32401; 850-248-8302; kbryant@baycountvfl.gov

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Panama City, FL 10/11/2018-5/31/2020	Emergency Push, Removed & Disposed: vegetation; C&D; Leaners (20,185); Hangers (32,489 Trees); Stumps (6,968); Reduced by Grinding (2,304,854 CY); & Compacted C&D (1,646,666 CY) DMS Site (7); Debris removed from eligible parks, cemeteries & schools / Monitored by Landfall Strategies	\$81,552,445	3,971,295	Shane Daugherty, Solid Waste Superintendent 819 E. 11th Street, Panama City, FL 32401; Office 850-872-3172, Cell: 850-814-5396 sdaugherty@panamacity.gov Neil Fravel, Director of Public Works, 819 E. 11th Street, Panama City, FL 32401; 850-872-3015; nfravel@panamacity.gov
Parker, FL 10/23/2018-5/3/2019	Emergency Push, Removed & Disposed: vegetation; C&D; Leaners (344); Hangers (846 Trees); Stumps (21); Reduced by Grinding (389,576 CY) C&D Compaction (159,188 CY), DMS Site (1); Monitored by Tetra Tech	\$7,865,326	535,114	Ashley Rizzo Human Resources, Benefits & Safety Administrator, 850-871-4104, arizzo@cityofparker.com ; 1001 West Park Street, Parker, FL 32404 850-960-1908, Cell 850-528-9032; narowell@cityofparker.com
2018 Hurricane Florence CAT 1 (NC & SC)	18 Activations – 16 DMS's – FEMA-DR-4393-NC FEMA-DR-4394-SC	\$29,884,238 Total Event Cost	1,862,022 Total Event CY	
Fayetteville, NC 9/26/2018-11/30/2018	Removed & Disposed: vegetation; Reduced by Grinding (126,511 CY); Monitored by Tetra Tech	\$1,991,073	120,741	Jackie Tuckey, Public Information Officer 910-433-1854 jtuckey@ci.fay.nc.us Scott L. Bullard, Emergency Manager of Fire/EM; 433 Hay St., Fayetteville, NC 28301; 910-433-1789, Cell 910-551-4208; sbullard@ci.fay.nc.us
Jacksonville, NC 9/7/2018-2/6/2019	Removed & Disposed: vegetation; Leaners (39,190); Hangers (2,823 Trees); Reduced by Grinding (273,804 CY); Monitored by Thompson	\$5,210,972	269,224	Wally Hansen, Public Services Director – Engineering & Construction; PO Box 128, Jacksonville, NC 28451; 910-938-5260; whansen@ci.jacksonville.nc.us Dr. Richard L. Woodruff, City Manager, 910-938-5220; citymanager@ci.jacksonville.nc.us
Onslow Co, NC 9/30/2018-1/12/2019	Removed & Disposed: vegetation; Leaners (78); Hangers (9,313 Trees); Reduced by Grinding (408,348 CY); Monitored by Tetra Tech	\$6,349,470	477,354	Norman Bryson, Emergency Services Director, 1180 Commons Drive North, Jacksonville, NC 28546; 910-347-4270, Cell 910-340-5033; Norman_Bryson@onslowcountync.gov
2017 Hurricane Irma	64 Contracts Activated for Event - 115 DMS Managed for Event	\$202,589,827 Total Event Cost	10,447,423 Total Event CY	
Clay Co, FL 9/17/2017-2/4/2018	Removed & Disposed: C&D, vegetation, mulch, leaners / hangers; Reduced: at 6 site by grinding Monitored by Landfall Strategies	\$5,593,903	516,358	John Ward, EM Dir, 2519 SR 16 W, Green Cove Springs, FL 32043, 904-541-2767, John.Ward@claycountynv.gov
Cocoa Beach, FL 9/18/2017-10/25/2017	Removed & Disposed: C&D, vegetation, mulch, compacted C&D; Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$207,256	16,838	Willie Velez, Procurement Administrator 95 Triple Lake Drive Casselberry, FL 32707 Ofc: 407-262-7700 xt. 1137 fax: 407-262-7746, wvelez@casselberry.org
Lee Co, FL 9/16/2017-7/5/2018	Removed & Disposed: vegetation, C&D, mulch, leaners (3,733)/ hangers (70,730 trees); Reduced: at 13 site by grinding Monitored by Thompson - ADMS	\$29,654,974	1,729,186	Jill Alvarez, Purchasing Coordinator 100 N. Country Club Road Lake Mary, FL 32746 Ofc: 407-585-1403 Fax: 407-585-1464 jalvarez@lakemaryfl.com
Ocala, FL 9/18/2017-02/26/2018	Push Operations; Removed & Disposed: vegetation, mulch, leaners (96), hangers (377 trees); Reduced: at 2 site by grinding Monitored by Tetra Tech - ADMS	\$1,838,624	129,645	John McKinney, Finance Director 510 N. Baker St. Mount Dora, FL 32757 Ofc: 352-735-7158 Cell: 321-205-6401 mckinney@ci.mount-dora.fl.us
Ormond Beach, FL 9/16/2017-10/26/2017	Removed & Disposed: vegetation, mulch, leaners (20), hangers (3,608 trees); Reduced: at 1 site by grinding Monitored by Thompson - ADMS	\$2,022,282	130,212	Ken Whitehead, Asst. City Manager 1805 NE 30th Ave Bldg. 600 Ocala, FL 34470 Ofc: 352-401-3974 Cell: 352-857-1223 kwhitehead@ocalafla.org
St Petersburg, FL 9/16/2017-12/9/2017	Removed & Disposed: vegetation, mulch, stumps (8) Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$1,190,184	163,792	Lynn Wooten Solid Waste Sanitation Admin 1400 County Landfill Rd. Palatka, FL 32177 Ofc: 386-329-1201 Cell: 386-937-5231 Fax: 386-329-0486 Lynn.wasdin@putnam-fl.com

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2017 Hurricane Harvey	26 Contracts Activated for Event - 25 DMS Managed for Event	\$93,763,092 Total Event Cost	6,015,594 Total Event CY	
Alvin, TX 9/7/2017-10/16/2017	Removed & Disposed: C&D, vegetation, white goods (19), E-waste (200), HHW (11,100 Lbs.); Monitored by True North - ADMS	\$252,613	12,446	Brian Smith, Director of Public Services, 1100 W Hwy 6, Alvin, TX 77511, 281-388-4315, bsmith@psf.cityofalvin.com
Aransas Co, TX 9/5/2017-8/27/2018	Removed & Disposed: vegetation, C&D, mulch, compacted C&D, leaners (616), hangers (23,576 trees), white goods (9,729), HHW (66,560 Lbs.), PPDR debris; Reduced : at 3 site by grinding; Monitored by Thompson - ADMS	\$38,281,175	2,395,235	Rick McLester, EM Coordinator, 301 N Live Oak St, Rockport, TX 78382, 361-790-0100, mclester@aransascounty.org
Baytown, TX 9/6/2017-10/25/2017	Removed & Disposed: vegetation, C&D, white goods (973), E-waste (131), HHW (34,680 Lbs.); Monitored by True North - ADMS	\$776,463	34,828	Rick Davis, City Manager, 2401 Market St, Baytown, TX 77520, 281-420-6500, citymanager@baytown.org Bob Mays, Director of Finance 2020 Wilton Dr. Wilton Manors, FL 33305 Ofc: 954-390-2143 Bmays@wiltonmanors.com
Brazoria Co, TX 9/13/2017-01/12/2018	Removed & Disposed: vegetation, C&D, white goods (2,376), HHW (103,720 Lbs.), compacted C&D, mulch; Reduced : at 4 site by C&D compaction; Monitored by Tetra Tech - ADMS	\$3,417,026	161,448	Trey Haskens, Asst. County Engineer 451 N. Velasco, Suite 230 Angleton, TX 77515 Ofc. 979-583-7657 treynh@brazoria-county.com
Chambers Co, TX 9/7/2017-10/13/2017	Removed & Disposed: C&D, vegetation, white goods (270), E-waste (34), HHW (2,350 Lbs.) Monitored by True North - ADMS	\$205,142	10,534	Jimmy Sylvia, County Judge, 404 Washington Ave, Anahuac, TX 77514, 409-267-2440, jsylvia@co.chambers.tx.us
Clear Lake Shores, TX 9/21/2017-10/14/2017	Removed & Disposed: C&D, vegetation, white goods (83), E-waste (40), HHW (3,500) Monitored by True North - ADMS	\$51,977	1,813	Mr. George Jones, City Administrator 1006 South Shore Dr. Clear Lake Shores, TX 77565 Ofc: 281-334-2799 Fax: 281-334-2866 gjones@clearlakeshores-tx.gov
Corpus Christi, TX 8/31/2017-1/17/2018	Removed & Disposed: vegetation, mulch, hangers (19,232 trees); Reduced : at 2 site by grinding Monitored by Tetra Tech - ADMS	\$7,724,553	536,074	Lawrence Mikolajczyk, SW Dir, 2525 Hygeia St, Corpus Christi, TX 78415, 361-857-1972, lawm@ccctexas.com
Dickinson, TX 9/7/2017-1/26/2018	Removed & Disposed: C&D, vegetation, white goods (5,178), E-waste (7,684), HHW (182,460 Lbs.); Monitored by Tetra Tech - ADMS	\$5,942,702	191,789	Paul Bass, Asst. Dir. Of Support Services 361-826-1968 PaulB@ccctexas.com
Friendswood, TX 9/6/2017-1/15/2018	Removed & Disposed: C&D, white goods (5,804), E-waste (2,545), HHW (235,920 Lbs.) Monitored by Tetra Tech - ADMS	\$4,096,828	135,952	Capt. Steve Krone, Emergency Operations Dir, 4000 Liggio, Dickinson, TX 77539, 281-337-6308, skrone@cdi.dickinson.tx.us Terry Byrd, EM Coordinator, 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3332, tbyrd@ci.friendswood.tx.us
Galveston Co, TX 9/27/2017-11/22/2017	Removed & Disposed: C&D, white goods (134), e-waste (547) Monitored by Tetra Tech - ADMS	\$573,170	33,261	Chief Kenneth G. Cook, Police Chief 1006 South Shore Drive Clear Lake Shores, TX 77565 Ofc: 281-334-1034 Fax: 281-334-2866 kcook@clearlakeshores-tx.gov
Ingleside, TX 9/3/2017-02/08/2018	Removed & Disposed: C&D, vegetation, compacted C&D, mulch; Reduced : at 3 site by grinding & compacting C&D Monitored by True North - ADMS	\$4,256,037	298,483	Shanna Owens, EM Coordinator 2425 8th Street Ingleside, TX 78362 Ofc: 361-776-7422 sowens@inglesidetx.gov
Jones Creek, TX 9/15/2017-10/16/2017	Removed & Disposed: C&D Monitored by Witt O'Briens - ADMS	\$62,579	3,532	Marshal William Tidwell, Marshal/EM 7207 Stephen F. Austin Jones Creek, TX 77541 Ofc: 979-292-6393 Fax: 979-233-3712 w.tidwell@coastal-link.net
Lamarque, TX 9/16/2017-10/26/2017	Removed & Disposed: C&D, vegetation, white goods (12), e-waste (29) Monitored by TCB - ADMS	\$396,256	21,994	Charlette Todaro Warren, PW Coordinator Emergency Management 1111 Bayou Road La Marque, TX 77568 Ofc: 409-938-9225 Cell: 409-457-7511 Fax: 409-935-0401 c.todaro@cityoflamarque.org

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OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Lake Jackson 9/16/2017-10/7/2017	Removed & Disposed: vegetation Monitored by Tetra Tech - ADMS	\$20,548	4,281	Keellie Kennedy, Buyer 25 Oaks Drive Lake Jackson TX 77566 Ofc: 979-415-2420 Fax: 979-415-2520 kkennedy@lakejacksontx.gov
League City, TX 9/7/2017-12/2/2017	Removed & Disposed: C&D, white goods (3,209), E-waste (3,491), HHW (109,220 Lbs.) Monitored by Tetra Tech - ADMS	\$2,422,457	116,461	Bo Bass, City Manager, 300 W Walker St, League City, TX 77573, 281-554-1414, john.baumgartner@leaguecitytx.gov
Liberty Co, TX 10/16/2017-2/28/2018	Removed & Disposed: C&D, C&D compacted Reduced: at 3 sites by compaction Monitored by Tetra Tech - ADMS	\$153,637	13,595	Tom Branch EM Coordinator 2400 Beaumont Ave. Jail Admin Bldg. Liberty TX 77575 Ofc: 936-334-3219 Cell: 713-816-9898 Fax: 936-336-3172 tom.branch@co.liberty.tx.us
Montgomery Co, TX 9/5/2017-2/6/2018	Removed & Disposed: C&D, compacted C&D, white goods (1,013), E-waste (1,699), HHW (974 Lbs.); Reduced: at 3 sites by grinding & compaction; Monitored by Tetra Tech - ADMS	\$2,172,773	118,097	Chief Deputy Randy McDaniel, EM Coordinator, 9472 Airport Rd, Conroe, TX 77303, 936-760-5852, Randy.McDaniel@mcctx.org
Nassau Bay, TX 9/14/2017-10/19/2017	Removed & Disposed: C&D, vegetation, white goods (95), E-waste (7), HHW (17,780 Lbs.) Monitored by Witt O'Brien - ADMS	\$205,060	6,324	Jamie Galloway, EM Coordinator 1800 Space Park Dr. Suite 200 Nassau Bay, TX 77058 Ofc: 281-336-6298 Fax: 281-335-1555 jamie.galloway@nassaubay.com
Newton Co, TX 10/2/2017-12/13/2017	Removed & Disposed: C&D, vegetation Monitored by Thompson - ADMS	\$104,047	8,859	Rosemary Johnson, Admin Assistant for Judge PO Box 1380 Newton, TX 75966 Ofc: 409-379-5691 Cell: 409-381-0677 Fax: 409-379-2107 newtoncountytjudge@co.newton.tx.us
Nueces Co, TX 9/14/2017-11/21/2017	Removed & Disposed: C&D, vegetation Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$84,568	7,851	Christopher Boyce, Me. Mgmt Coordinator 901 Leopard Street, Room 106 Corpus Christi TX 78401 Ofc: 361-888-0513 Fax: 361-888-0445 christopher.boyce@nuecesco.com
Port Arthur, TX 9/8/2017-1/19/2018	Removed & Disposed: C&D, compacted C&D, white goods (3,551), E-waste (47,886); Reduced: at 3 sites by compaction Monitored by Witt O'Brien - ADMS	\$11,140,779	487,974	Glen White, Solid Waste, 44 4th St, Port Arthur, TX 77640, 409-983-8501 glen.white@portarthurtx.gov , Allison Walker, Solid Waste Administrative Assistant 409-983-8501, allison.walker@portarthurtx.gov , Armando Gutierrez, PW Dir., 409-983-8513, armando.gutierrez@portarthurtx.gov
San Patricio Co, TX 9/3/2017-2/9/2018	Removed & Disposed: C&D, vegetative, mulch Reduced: at 3 site by grinding & compacting Monitored by True North - ADMS	\$4,297,535	296,667	Sara Williams, Emergency Management, 313 N Rachel St, Sinton, TX 78387, 361-587,3560, sara.williams@co.san-patricio.tx.us
Santa Fe, TX 9/7/2017-11/2/2017	Removed & Disposed: C&D, HHW (10,780 lbs.) Monitored by Thompson - ADMS	\$374,485	22,580	Joe Dickson, City Manager, 12002 State Hwy 6, Santa Fe, TX 77510, 409-925-6412, gcook@seabrooktx.gov
Seabrook, TX 9/9/2017-10/4/2017	Removed & Disposed: C&D, vegetation, white goods (37), HHW (3,120 Lbs.); Monitored by Tetra Tech - ADMS	\$39,905	1,592	Gayle Cook, City Manager, 1700 1st St, Seabrook, TX 77586, 281-291-5719, gcook@seabrooktx.gov
TX GLO 01/05/2018-03/15/2018	Removed & Disposed: Waterway debris	\$6,610,243	24,918	Tony Williams, Planning Senior Director 512-463-5055 tony.williams@tlo.texas.gov
Webster, TX 9/8/2017-10/3/2017	Removed & Disposed: C&D, vegetation, white goods (6), E-waste (89), HHW (2,580 Lbs.); Monitored by True North - ADMS	\$46,607	2,141	Joe Ferro, EM Dir, 101 Pennsylvania Ave, Webster, TX 77598, 281-316-3712, jferro@cityofwebster.com

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
West Columbia, TX 9/23/17-10/16/2017	Removed & Disposed: C&D, white goods (7), E-waste (44), HHW (1,640 Lbs.); Monitored by Wilt O'Briens - ADMS	\$53,922	2,351	Chief Paul Odin, 310 E. Clay West Columbia, TX 77486 Ofc: 979-345-5121 Cell: 713-459-0732 Fax: 979-345-2730 chief@westcolumbiatx.org
2015 Tornado				
Friendswood, TX 11/9/2015-11/16/2015	Removed & Disposed: vegetation, C&D Monitored by Tetra Tech	\$140,516	8,782	Terry Byrd, Fire Marshall / EM Coordinator, 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3335, tbyrd@ci.friendswood.tx.us
2008 Hurricane Ike	36 Contracts Activated - 27 DMS Managed for Event	\$178,318,426 Total Event Cost	16,933,904 Total Event CY	
Friendswood, TX 9/16/2008-1/13/2009	Removed & Disposed: vegetation, C&D Provided Generators	\$4,054,033	482,978	Terry Byrd, EMC, Fire Marshall, 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3335, tbyrd@ci.friendswood.tx.us

Contract Management - Ability to Handle Multiple Contracts

CrowderGulf has a proven track record of simultaneously managing multiple contracts and many specialty debris projects such as waterway debris removal and demolition. CrowderGulf has at its disposal an extensive inventory of company-owned equipment coupled with a large pool of dedicated subcontractors to complete any project, large or small. The Summary Table below provides a snapshot of CrowderGulf's disaster-related work experience. It reflects the Company's ability to successfully complete multiple simultaneous disaster projects by providing the personnel and equipment resources needed, regardless of size, location, number of active projects, or the nature and severity of the disaster. Over 98% of the 458 disaster projects listed in the table below were the result of pre-event contracts that were activated after a disaster. CrowderGulf successfully provided every Client all documentation FEMA required for Client to receive reimbursement. Our ability to successfully manage multiple contracts is demonstrated in the following excerpts of our past experience following major natural disasters:

SUMMARY TABLE OF SIMULTANEOUS DISASTER DEBRIS PROJECTS					
Year	Hurricane	# of DMS Managed	Simultaneous Contract Activations	Invoice Amount	Approx. Cubic Yards (CY)
2021	KY Tornado	4	2	\$3,841,472	214,381
2021	Hurricane Nicholas	2	7	\$1,991,995	177,420
2021	Hurricane Ida (Ongoing)	4	4	\$31,301,716+	1,756,593+
2021	Flooding & Severe Storms	6	2	\$907,894	58,657
2020	Hurricane Zeta	3	8	\$28,180,016	2,017,584
2020	Hurricane Sally	37	12	\$116,752,782	9,117,141
2020	Hurricane Laura (Ongoing)	8	10	\$232,676,605+	17,122,580+
2020	Tennessee Tornadoes	4	2	\$10,557,993	812,812
2019	Hurricane Dorian, TS Imelda, Tornado, Misc. Projects	3	2	\$4,559,359	143,336
2018	Hurricane Michael	24	16	\$250,192,143+	16,902,944+
2018	Hurricane Florence	10	18	\$29,914,480	2,190,278
2017	Hurricane Nate	1	3	\$2,119,616	165,948
2017	Hurricane Irma	91	64	\$202,589,828	10,447,423
2017	Hurricane Harvey	15	27	\$93,763,082	6,015,594
2016	Hurricane Matthew	32	39	\$82,267,725	5,675,560
2016	Hurricane Hermine (2 Activations)	3	2	\$9,080,715	401,366
2016	Severe Storms, (Ice, Flood & Tornadoes)	1	12	\$9,153,193	648,612
2015	Severe Storms, (Ice, Flood & Tornadoes)	0	15	\$2,311,844	109,578
2014	Ice Storms Pax & Ulysses, Severe Storms (Flood & Tornadoes)	5	14	\$9,866,559	669,314
2012	Sandy	1	4	\$57,805,734	727,194
2012	Isaac	3	9	\$2,821,936	245,799
2011	Irene	13	31	\$14,754,641	1,673,821
2008	Ike	27	36	\$178,318,425	16,933,904

Past Experience

For all activations, CrowderGulf Management teams have been led by disaster experienced and knowledgeable personnel well-versed in FEMA regulations, including eligible work, funding and reimbursement requirements. Several of CrowderGulf's personnel have held emergency management positions both locally, as well as state and federal positions. These individuals provide updates and training to CrowderGulf staff on a regular basis. Details of personnel qualifications are provided in the **Key Personnel Section** of this proposal. The best way to demonstrate the qualifications, knowledge, and experience of CrowderGulf is to provide summaries of past performance and references to support our work, which we have provided below. CrowderGulf's ability to successfully manage multiple contracts, within client timelines and FEMA guidelines, is highlighted in the following excerpts of past experience following major natural disasters. A Summary Chart is included at the end of each year's work that shows the varied scopes of work that were completed.

2021 Hurricane Ida and Nicholas

Hurricane Ida was a deadly and destructive Category 4 Atlantic hurricane that became the second-most damaging and intense hurricane to make landfall in the U.S. state of Louisiana on record, behind Hurricane Katrina in 2005.

On August 29, 2021, Hurricane Ida impacted much of coastal Louisiana, including St. John the Baptist Parish. With hurricane force winds in excess of 150-mph and resembling a tornado, that left behind over a million cubic yards of debris behind. CrowderGulf held a pre-event contract with the Parish and once the Parish was in the cone of uncertainty, CrowderGulf's contracts manager was in contact to discuss the possibility of the issuance of a Notice to Proceed (NTP). Our Director of Operations was on the ground doing damage assessment as soon as it was deemed safe and a NTP was issued by the Parish on September 7, 2021. Once CrowderGulf was activated the team immediately mobilized all personnel, support equipment, and assets to begin the initial PUSH of all roadways for all essential vehicles, then immediately moving onto the major storm debris collection process. The 3 - debris management sites were immediately created to accept incoming storm debris collections. This project activated 20-30 self-loading grapple trucks as well as several wheel loaders, skid-steers and other supporting equipment required to perform all necessary actions. The Parish initiated final pass and the debris removal portion of the project completed May 15, 2022.

The Parish activated CrowderGulf to begin debris removal operations to waterways, drainage laterals and ditches and marine debris on March 4, 2022. To date, the CrowderGulf Team has removed and disposed of approximately 13,000 Cubic Yards of debris.

2021 Hurricane Ida and Nicholas; Flooding and Tornado												
15 Total Clients		Number of Clients in 2021 Utilizing Tasks Listed Below										
Contract Amt	PUSH Ops	ROW Haul	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	Freon	E-waste	HHW	ADMS Utilized	Waterway Debris
\$38,313,990	2	15	13	15	4	3	3	2	1	10	11	1

2020 Hurricane Laura, Hurricane Sally, Tornado

In 2020, CrowderGulf responded to nine major disasters (7 tropical storms, 2 tornados), with 27 contract activations in six different states. CrowderGulf developed and managed 49 debris management sites after these events. These debris activations were conducted simultaneously with multiple missions occurring within and across regions. The most notable attribute to the 2020 storm season was the consistent daily production rate. During the first 60 days CrowderGulf removed 12.26 million cubic yards of debris from the ROW after Hurricane Laura and Sally. This consistent daily production of over 204,000 cubic yards of debris per day demonstrated CrowderGulf's unparalleled capabilities. No other debris mission to date has produced this type of removal rate for this many consecutive days. Moreover, these productions were achieved without sacrificing safety, quality, cost or schedule. CrowderGulf has repeatedly displayed the proven capabilities to manage the largest debris missions this nation has faced. All of this has been made possible by having qualified and experienced key personnel, reliable subcontractors, effective sectoring and an efficient staffing approach.

2019 Hurricane Dorian, TS Imelda, Tornado, Misc. Projects

Dorian, a once Category 5 hurricane left a devastating path of destruction before making its US landfall in Cape Hatteras as a Category 2 storm. On its journey along the eastern US coastline, Dorian skirted the South Carolina coastline with tropical storm force winds and torrential rains resulting in the activation of two CrowderGulf debris removal contracts. Hilton Head, and Dorchester County, South Carolina. Hilton Head requested an emergency push of debris from their roadways and Dorchester County, SC activated their contract for the removal and grinding of vegetative debris and the managing and removal of debris from their citizen drop off sites. CrowderGulf responded immediately to both of these activations sending emergency response crews to Hilton Head and simultaneously sending personnel and equipment resources to Dorchester.



CrowderGulf completed the push activation for Hilton Head in less than 24 hours and removed, reduced and disposed over 31,294 cubic yards of debris for Dorchester County within 30 days. Although these were the only two contract activations, CrowderGulf preformed numerous damage assessments for clients stretching from Florida to Virginia. In addition to Hurricane and Tropical Storm activations, CrowderGulf performed several miscellaneous projects one of which was for the City of Dickinson, Texas. CrowderGulf removed and disposed of waterway debris that was deposited in the Dickinson Bayou following Hurricane Harvey. This special Project, resulted in 27,872 cubic yards of debris. CrowderGulf utilized self- loading barges, floating empty box barges and chain saw crews to remove the debris from the waterway. Additional work included bank and ditch clearing in which CrowderGulf utilized picker barges and forestry mulchers along with chain saw crews.

2019 Hurricane Dorian, TS Imelda, Tornado, Misc. projects												
7 Total Clients	Number of Clients in 2019 Utilizing Tasks											
Contract Amt	PUSH Ops	ROW Haul	ROE Hauling	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	E-waste	HHW	ADMS Utilized	Waterway Debris
\$4,586,145	1	2	0	2	4	1	0	1	1	0	4	1

2018 Hurricane Michael

Hurricane Michael plowed into the Florida Panhandle on October 10 as a major Hurricane. It is the first Category 5 storm on record to hit the Florida Panhandle. Tropical storm-force-winds extended more than 320 miles from the center, devastating the entire region. CrowderGulf holds many pre-event contracts within the area. Consequently, our Director of Operations and Florida Regional Manager were on the ground doing damage assessment within 2 hours of the storm's passing. We immediately mobilized hauling units to begin right-of-way (ROW) debris operations. CrowderGulf has removed, processed, reduced and disposed of approximately **10 Million Cubic Yards** of vegetative and construction/demolition debris at 26 Debris Management Sites and 13 Final Disposal Facilities. More than 83,000 hazardous trees had falling hangers and leaners and those limbs were cut to restore safe passage. CrowderGulf operations included demolition of structures and Private Property Debris Removal (PPDR) in Bay County and in Panama City, FL.

2018 Hurricane Florence

Hurricane Florence, a powerful and deadly Category 1 Hurricane took aim at the North Carolina coastline in September, 2018. This deadly hurricane claimed 55 lives as it swept across the state. Hurricane Florence brought devastating rainfall accumulations which caused flooding not only to the large stretch of coastline but also created widespread inland flooding. Many of the state's major rivers and tributaries reached record level height as 30+ inches of rainfall drenched the area and closed major interstates and roadways for weeks.

Rising to the Challenge - During the Florence activation, the Florida Panhandle experienced the devastation of Hurricane Michael, a category IV storm. CrowderGulf had eleven additional contracts activated making a total of twenty nine simultaneous activated contracts. In all 2018 activations, CrowderGulf provided each client with the needed assets, both personnel and equipment, to successfully meet all contractual obligations within the specified time. This included safety, quality assurance and documentation personnel. Immediately after Hurricane Michael's destruction, CrowderGulf responded to Florida with urgency, providing each Florida Client with their own trained Project Management team. CrowderGulf did not downsize equipment and personnel in North Carolina to respond to Florida. Instead, equipment and manpower **resources were doubled and in some cases tripled in our North Carolina contract activations.** We strived to re-assure our North Carolina clients that we would finish their projects strong and successfully. Simultaneously, we responded to our Florida clients with full resources and had damage assessment personnel on the ground within two hours of the storm's passing. CrowderGulf provided personnel, drones and helicopters for damage assessment and brought in our own professional videographer to capture storm damage and the debris removal process.

2018 Hurricanes Florence and Michael										
35 Total Clients	Number of Clients in 2018 Hurricanes Utilizing Tasks									
Contract Amt	PUSH Ops	ROW Haul	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	E-waste	HHW	ADMS Utilized
\$265,482,665	4	35	33	33	25	5	5	1	2	35

2017 Hurricanes Harvey & Irma

The 2017 Hurricane Season was extremely challenging as Hurricane Harvey caused extensive damage to the Texas Coast. Two weeks later, Hurricane Irma impacted the Florida Keys and continued its damage all the way to South and North Carolina.

In Texas, CrowderGulf had 27 contracts activated and debris removal operations were in full swing. Then Hurricane Irma visited Florida, leaving behind great damage and devastation. As a result, CrowderGulf's resources had to be quickly expanded and adjusted to meet the needs of 65 clients in Florida. While the usual initial chaos and stress were present after these disasters, CrowderGulf focused on serving all affected clients in both states as quickly and efficiently as possible. As a result, all jobs were completed within the clients' timelines.

Hurricane Harvey

Texas - On August 25, 2017, Hurricane Harvey, one of the strongest hurricanes to hit the United States since 2005, made landfall as a Category 4 in Rockport, Texas. The maximum winds were 130 mph as it churned its way through Aransas County. As the storm continued to make its way along the eastern edge of the Texas coastline, additional impacts of storm surge and inland flooding affected numerous areas. The Houston metropolitan area observed between 30 and 60.5 inches of rain from this historic tropical system. Harvey destroyed 9,000 homes and damaged an additional 185,000 dwellings. CrowderGulf had 27 Texas County and Municipal contracts activated during this event and managed 25 Debris Management Sites (DMS), resulting in approximately **5 MILLION CUBIC YARDS** of debris being removed from ROW or ROE.

Hurricane Irma

Florida - On September 10, 2017, Hurricane Irma made two landfalls in the State of Florida. The first landfall was recorded in Cudjoe Key, Florida, with winds of 130 mph. The second landfall occurred in Naples, Florida, with sustained winds of 115 mph. This large hurricane impacted all of Florida as it moved north, causing 67 counties to be declared for FEMA Public Assistance.

Consequently, CrowderGulf had 65 contract activations and managed 92 DMS in Florida, while simultaneously managing the 26 contract activations in Texas, the result of Hurricane Harvey in August. Both projects included the removal of over **10 MILLION CUBIC YARDS** of debris and resulting in costs in excess of **200 MILLION DOLLARS**.

2017 Hurricane Harvey & Irma Projects and Tasks												
91 Total Clients	Number of Clients in 2017 Hurricane Harvey & Irma Utilizing Task											
Contract Amt	PUSH Ops	ROW Hauling	Private Rds. Hauling	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	E-waste	HHW	ADMS Utilized	Waterway Debris
\$281,720,975	7	91	15	49	91	36	12	18	15	15	79	2



D. Project Methodology



*2008 Hurricane Ike
Bolivar, TX*

**City of Friendswood, TX
RFP 2022-13 Debris Removal Services**

D. Project Methodology

Mobilizing Large Workforces



Company-owned/Leased Equipment

CrowderGulf maintains a large inventory of company-owned/leased equipment that is debris specific and available for immediate response to a disaster. Company-owned/leased equipment will be pre-positioned for emergency PUSH operations and dispatched to the disaster area immediately upon the receipt of a NTP in order to begin restoring critical services in the City of Friendswood as quickly as possible.

The following is a partial list of company-owned equipment available for use in any debris operation:

EQUIPMENT	UNITS
• Self-Loading Trucks; (30 – 100 cubic yards)	65
• Dump Trucks (16 yards – 50 yards)	153
• Rubber Tire Loaders (equipped with debris handling grapples)	26
• Rubber Tire and Track Equipped Excavators (with buckets and grapples)	18
• Pick-Up Trucks (equipped with portable phones for Foremen)	25
• Service Trucks	12
• Skid-Steer Loaders (equipped with buckets and grapples)	10
• Cherrington Beach Cleaners 4500 & 4500 XL	5
• Stationary Power Screens – (sand screener)	2
• Diamond Z 14' Tub Grinders	6
• Shallow and deep water boats equipped with latest sonar and photo equipment	4
• Barges, tugs and large boats for heavy marine debris removal	4

Equipment Rental Agreements

CrowderGulf also maintains active accounts with all major national equipment rental companies to supplement equipment needs as may be required (i.e. Beard, Hertz, Caterpillar, John Deere, United Rental, Sunbelt, etc.).

All equipment shall meet all federal, state and local regulations.

Additional Equipment Information

- All equipment used for this contract will be rubber wheeled or rubber tracked unless otherwise approved by the City.
- To the maximum extent possible, CrowderGulf and its subcontractors shall use self-loading trucks with grapples or grapple attachments. Hand loading will not be permitted.
- No subcontractor will be allowed to solicit work from private citizens while assigned to the contract.
- No equipment assigned to this contract will be used for any other contract work.
- All trucks will be marked with proper signage. The lettering will be 3 inches in height or greater to allow for readability and clarity.



Our Complete Equipment List has been provided in an Appendix.

Anticipated Outside Support/Subcontractor Equipment

CrowderGulf's has developed a Nationwide Database of Approved and Trusted Subcontractors & Vendors. It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in compliance with **44 CFR 206.10**. We also endeavor to employ a percentage of qualified Minority Business Enterprise (MBE) subcontractors. In previous disaster activations, CrowderGulf has pre-positioned manpower and equipment to provide immediate response. The table below provides the number of subcontractors and their **equipment** listed in our database, in relation to the State of Texas.

Subcontractor Information	Regional	TX	US. 2022
Number of Registered Subcontractors	<u>257</u>	<u>518</u>	3460
Subcontractor Equipment	Regional	TX	US. 2022
Dump Trucks (16-65)	181	3135	19005
Pick up w/ dump trucks	426	970	5054
Knuckle-boom trucks	363	631	3227
Wheel Loader 50hp – 150hp	417	818	6100
5 ton Pickup truck	461	1069	7635
Hydraulic Excavator 50hp-150hp	664	1145	7273
Trailer Mounted floodlight	284	413	1805
Low-bed Trailer w/ tractor	184	377	2310
Water Truck	101	195	1120
Air Curtain Burner	34	47	450
Backhoe w/ loader 15	223	3.97	1911
Dozer, 2-3 yd blade/root rake blade D7	343	590	3876
Grader, Motor, 12 ft blade 130-140hp	97	184	852
Chipper	42	128	1478
Tub Grinder 300-400 hp & 800-1000 hp	57	110	1051
Self loading trucks	317	619	6465
Skid steer 40 hp – 80 hp	533	1246	8606
C&D Walking Floor 80-110 CY	96	235	2102
Mulch Trailer 80-110 CY	52	170	1505
Bucket Trucks	209	345	3231
Barges	81	117	1281
Work Boats	104	146	1569
Vacuum Trucks	243	297	1813

Texas Subcontractor Statistics	Regional	TX
Small Business	178	361
M/WBE, HUB, SDB or Veteran Certified	115	282
Push Crews	87	195
Debris Haulers	205	417
Marine Debris	17	31
Haul Outs	8	17
Grinding	10	23
Burning	5	7
Concrete Reduction	3	4
Recycling	4	9
Tree Work	7	18

➤ Subcontracting

Subcontractor Oversight

In the past, CrowderGulf has mobilized over **400** subcontractors with as many as **5,000 people, 2,600 trucks, and 800 pieces of loading equipment**. To assure the same quality control and efficient operations for the City, CrowderGulf's management team will rely on NIMS management protocols to identify the proper number of supervisors for each debris management operation. CrowderGulf is fully prepared to marshal as many Field Project Managers and Debris Supervisors as needed to meet the City's debris management requirements. Project Managers and Field Supervisors will have the direct responsibility to ensure all workers have received the proper safety training and education on Federal Rules and Regulations as they pertain to debris removal operations.

Good Faith Effort

As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the City to maintain compliance with **44 CFR 13.36 (e) and FEMA Super Circular 2 C.F.R. Chapter 2, Part 200**.

Affirmative Steps Include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M/SBE Subcontractors

See enclosed a partial list of qualified **M/SBE Subcontractors**. A current qualified subcontractor list will be provided to the City for pre-approval prior to an event upon request.

2022 Regional TX Potential Subcontractors	Address	City	ST	Zip	SB	WO	VET	SDV	HUB	SDB
2 Eazy Truckin	5110 Folsom DR	Beaumont	TX	77706						1
B & B Ice	6249 Gulfway Dr.	Groves	TX	77619						
C. Johnnie on the Spot	P.O. Box 1583	Nederland	TX	77627	1					
Cajun Boy Dirt & Equipment, Inc.	1010 Old Hwy 90 W	Vidor	TX	77662	1					
Carla's Transport Services Inc.	P.O. Box 4149	Port Arthur	TX	77641	1	1				
Category 5 Restoration & Construction, Inc.	2119 Smith St	Orange	TX	77630	1	1				1
CIMA Utility	5480 Washington Blvd, Ste 8	Beaumont	TX	77707	1				1	
Classic Tree Service	1922 N. Meeker Rd.	Beaumont	TX	77713	1					
Coastal Waste Disposal, Inc.	4749 Odom RD, Ste 101	Beaumont	TX	77706	1					
CSB Construction, Inc.	5555 Clinton Ave	Beaumont	TX	77706	1					
E & D Contractors LLC	1123 Helena Ave	Nederland	TX	77627						
E Source Holdings, LLC	2300 Hwy 365, Ste 400	Nederland	TX	77627	1					
Ella's Trucking & General Services	3162 Terrell Ave	Beaumont	TX	77701	1	1			1	
Flame 2.0 & Brokerage, LLC.	3875 N. Major Dr.	Beaumont	TX	77713	1				1	1
Fontenot Trucking	3300 15 Street	Port Arthur	Tx	77642						
Global Disaster Service	11917 Burrell Cemetary Rd	Beaumont	TX	77705		1				
Grayburg Lumber	P.O. Box 915	Sour Lake	TX	77659	1	1				
Harris Trucking	1619 18th Street	Port Arthur	TX	77640	1					
Hartford Marine Services	8025 FM 365	Beaumont	TX	77705						
Huffman Contractors, LLC	814 Carriage Lane	Nederland	TX	77627	1					
J & KD Construction, LLC.	12337 Gentry Rd.	Beaumont	TX	77717		1			1	
JAV Industrial Services LLC	2824 Memorial Blvd	Port Arthur	TX	77619	1					
King Homes	1465 Hwy 96S	Lumberton	TX	77657	1					
Kryptonite Builders	2770 Dogwood DR	Beaumont	TX	77703						
L & L General Contractors	11988 FM 365 W	Beaumont	TX	77705	1	1			1	
Lanmark Staffing	1002 Green Ave	Orange	TX	77630		1			1	

2022 Regional TX Potential Subcontractors	Address	City	ST	Zip	SB	WO	VET	SDV	HUB	SDB
Lovett's Trucking, LLC.	985 I-10, Ste 110C	Beaumont	TX	77706	1					1
Premiere Services	1350 Arey RD, Box 45	Vidor	TX	77662						
Quality Trucking Services, LLC.	1221 Jayway	Orange	TX	77630	1					
Redwine Enterprise, Inc.	201 Valley Forge	Port Arthur	TX	77627	1	1			1	1
Saf-T-Box	675 West Freeway	Rose City	TX	77662	1					
Solis Trucking	3115 French Rd	Beaumont	TX	77706	1				1	
Southeast Texas CNC	2560 W Hwy 365	Port Arthur	TX	77640	1					
Specialized Construction	1120 Ivy Ln	Beaumont	TX	77706	1					
Take Dirt Hauling	6513 Garvet Ave	Port Arthur	TX	77640	1	1				
Tiger Industrial Rentals	P.O. Box 790	Beaumont	TX	77704						
Walker's Electric Company	1520 Park Street	Beaumont	TX	77701	1					

Prime / Major Subcontractors

CrowderGulf maintains full compliance with current procurement regulations, specifically **44 CFR 206.10** and **2 CFR 200.321**. Currently, we have subcontracts or Letters of Commitment with our Major Subcontractors listed below. Copies of the Letters of Commitment and consent to release Past Performance have been provided for the following subcontractors:

Summary of Major Subcontractor Activations for the past 10 Years with CrowderGulf, LLC

Activations in the state of Texas have been highlighted

Prime Subcontractor	Years Active with CG	Business Designation	Number of Activations	Activations in TX	PUSH	ROW/ROE Debris	Leaners / Hangers	Stumps	Grinding	Haul Outs	Sand / Beach	Demolition	Concrete	White Goods	Waterway / Dredging
ABC Hauling / RAL Hauling Services (Miami, FL)	2005-2021	S, MBE-His	29	7						X					
All Florida Tree & Landscaping (Coral Springs, FL)	2004-2018	S	18		X	X	X	X			X				
Ault Enterprises LLC (Bark River, MI)	2016-2020	S	12	1		X									
Barnhart Debris Removal (Magnolia, AR)	2017-2021		11	1		X	X							X	
Beeghly Tree (Somerset, PA)	2020	S	6			X	X	X	X	X		X			X
Buckeye Landscaping and Sod (Groveport, OH)	2008-2020	WO	10	1		X	X								
C & W Trucking, Inc (Winter Garden, FL)	2004-2017		16	2						X					
Central MN Hardwood Sales, LLC (St. Peter, MN)	2005-2017		9	4	X	X		X							
Congo Corporation (Redmond, OR)	2017	S	3	3										X	
Crooked River LLC (Trimble, MO)	2017-2018	S, WO	2	1		X									
DEH Disaster Recovery LLC (Fort Valley, GA)	2014-2020		21	3		X	X	X							
Dawn Till Dusk Disaster LLC (Bethany, MO)	2005-2022	S	35	9		X	X	X			X				
Dotson & Sons (Sturgeon, MO)	2004-2020	S	28	4		X	X	X							
Four Points Recycling (Jacksonville, NC)	2016-2018	S, WO	9			X			X	X	X				
Four R Equipment / Coastline Energy Ventures (Miramar, FL)	2005-2021	S, MBE - His	14	3		X				X					
Gaston Tree / Wood Resource Recovery (Gainesville, FL)	2016-2020	S	20		X	X	X	X	X	X					
Gotus Trucking LLC (Harrisville, PA)	2005-2020	S	23	4		X	X	X							
Gulf Atlantic Construction & Marine (Grand Bay, AL)	2017-2020		13	2		X			X		X				X
Gulf Services (Theodore, AL)	2018-2021		11		X	X	X	X	X	X				X	
H2 Construction LLC (Waverly, MO)	2014-2018	S	8	2		X	X	X							
Hauling Away, LLC (Theodore, AL)	2011-2021	S, WO	82	17	X	X	X	X	X	X	X	X	X	X	X
HDR Trucking LLC (Bamberg, SC)	2016-2022	S, WO	20		X	X	X			X			X		
Jerry's Tree Service (Mims, FL)	2008-2018	S	12	1		X									
JTL&S Property Preservation (League City, TX)	2017-2021	S	25	15		X	X							X	
Lawn Rescue Plus (Miami, FL)	2016-2021	S, MBE - His	34	1		X	X	X		X					
LCS Restoration Services LLC (Mobile, AL)	2018-2020		4			X									
McCombs Tree Service (Rockledge, FL)	2012-2021	S	9			X									
Michael's Tree Services (Memphis, TN)	2017-2020	S	10			X	X		X						

Prime Subcontractor	Years Active with CG	Business Designation	Number of Activations	Activations in TX	PUSH	ROW/ROE Debris	Leaners / Hangers	Stumps	Grinding	Haul Outs	Sand / Beach	Demolition	Concrete	White Goods	Waterway / Dredging
New Gen Environmental Group / Bil-Jim Construction (Toms River, NJ)	2012-2021	S	12	3		X						X			X
ReclaimIt Enterprises (Greenville, TN)	2011-2020	S	13		X	X	X			X					
S. St. George Enterprises (Fredonia, NY)	2004-2020	S	68	3	X	X	X	X	X	X					
Statewide Tub Grinding / WLW (Apopka, FL)	2005-2018		16	4	X	X		X	X						
Steadfast Services / Slick Machines (Cummings, GA)	2008-2017		4	3		X			X	X			X		
Total Urban Forestry, LLC (Ocala, FL)	2016-2020		11		X	X	X	X	X	X					
Waterfront Recovery LLC (Rockledge, FL)	2016-2018	S, WO	3												X
Zehender Disaster Relief, LLC (Princeton, MO)	2004-2020	S	90	16	X	X	X	X		X	X	X			X

Debris Management and Response

Standards

CrowderGulf conducts all debris operations to meet or exceed all regulations and program standards of FEMA Public Assistance Program and Policy Guide (incorporating FEMA 325 Debris Management Guide and FEMA 327 Debris Monitoring Guide), the Occupational Safety and Health Administration, the Environmental Protection Agency, and all other local, state and federal agencies.

Responsiveness

CrowderGulf will be in contact with the City's Debris Manager at least 72-96 hours prior to a hurricane making landfall or immediately upon the occurrence of any debris generating event within the City of Friendswood. Within 24 hours of receiving a NTP, CrowderGulf will have our Management team report to the City representative for operations planning and mobilization of personnel and equipment. Mobilization for PUSH operations will begin within 24-48 hours of NTP and we will be fully operational and hauling debris within 48 hours of initial NTP. In addition, we will have a DMS fully operational for reduction and disposal of debris within 72 hours of the NTP. CrowderGulf will maintain full debris hauling operational capacity, seven days a week during daylight hours, until completion of the project, to the satisfaction of the City of Port Arthur. The DMS may, if required to meet the needs of the City, operate 24 hours per day.

Reimbursement Assistance

CrowderGulf's debris management staff consists of previous FEMA Regional Directors and Deputy Directors, City and City Emergency Management Directors and emergency operations personnel with over 20± years of experience in working State and Federal Disaster Declarations. CrowderGulf is prepared to share its knowledge and experience concerning reimbursement matters with City personnel in order to obtain maximum reimbursement by utilizing accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist with:

- Estimating debris volumes for initial damage assessment
- Developing Project Worksheets/Damage Survey Reports
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process and reviewing all records to assure that they meet federal and state reimbursement guidelines
- Orientating and training the City of Friendswood personnel on requirements for quality and quantity of required documentation
- Closeout and final audit
- Hazard Mitigation Planning efforts
- FEMA Disaster Assistance policy changes

Corporate Support On-Site Operations

Daily operational decisions and daily communications with the City of Friendswood will be facilitated by the CrowderGulf on-site Management team. If needed, one or more field offices will be set up immediately upon NTP. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision.

Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations.

The Team will be fully reinforced at all levels by logistical support, records management/storage, report development and other operations at CrowderGulf's main office in Mobile, Alabama.

On-Site Project Management

CrowderGulf employs National Incident Management Systems (NIMS) principles in our command structure, planning, operations, logistics and administration. This will not only facilitate an easy interface with the City's Emergency Operations Center, but also ensures maximum quality control by limiting the span of supervision for individual field managers. Each of these key roles identified below is critical to an effective CrowderGulf emergency debris response and must possess a high degree of professional experience, skill, and leadership ability.

Pre-Planning - Readiness Planning and Training

On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions. In addition, our Debris Reduction specialists will be available to review and advise on potential Debris Management Sites. Preparedness training will be tailored to the City of Friendswood's needs and requests.

Audio/Visual Presentations

CrowderGulf has the capability to generate audio and video presentations to help the City communicate necessary information to the public or to document the overall operation as a whole. One of our first tasks is to video all of the existing conditions. This is typically done during the initial damage assessment. Please visit our website to see some of our previous video documents.

*Please view our Website @ www.crowdergulf.com for more information
and watch our Videos Online.*

Debris Operations Plan

The CrowderGulf **Debris Operations Plan** establishes an early appraisal of disaster damage, moves trained and well-equipped crews into affected areas in the shortest time possible and follows a disaster-specific work plan. **Due to the 50 page limit, we were unable to provide our complete operations plan. We can provide this to the City upon request.** This ensures that our personnel and equipment will be mobilized and in place to remove and reduce debris in the most efficient and effective manner and with the least possible impact to citizens. The amount of damage that occurs during a natural disaster and the effort required to restore the affected areas varies with each situation. CrowderGulf's comprehensive **Debris Operations Plan is a flexible strategy that integrates Critical Operations and Essential Support Functions** to insure the most efficient and cost effective debris management for the City of Friendswood. These Operations and Functions are identified below and fully defined in the following sections. Each is integral to a comprehensive debris management effort.

Critical Operations

(action items that are set in motion by an event)

- Mobilization
- Debris Emergency Response
- Debris Recovery Operations
- Documentation and Reimbursement

Essential Support Functions

(support functions for Critical Operations)

- Readiness Support and Training
- Subcontracting – Previously Discussed
- Quality Control
- Health and Safety
- Public Relations

The **Debris Operations Plan** was developed with only one objective – **to assist Clients that have suffered the effects of a disaster return to normal as quickly, as efficiently and as inexpensively as possible.** The Plan's components have been the cornerstone of all of CrowderGulf's disaster relief efforts for the past 50 years. When an event is likely to occur, all stakeholders are put on alert and resources are marshaled. Immediately after the event occurs, Mobilization of personnel and equipment resources begins in anticipation of the initial Debris Emergency Response or "PUSH" period. As additional resources flow to the impacted areas, Debris Recovery Operations – the most demanding phase - is initiated. This is the phase in which CrowderGulf delivers what it has promised and makes certain that debris is removed and reduced as quickly and as efficiently as possible. Throughout the operation, the Documentation of all work must be completely and accurately documented in order for Reimbursement to occur.

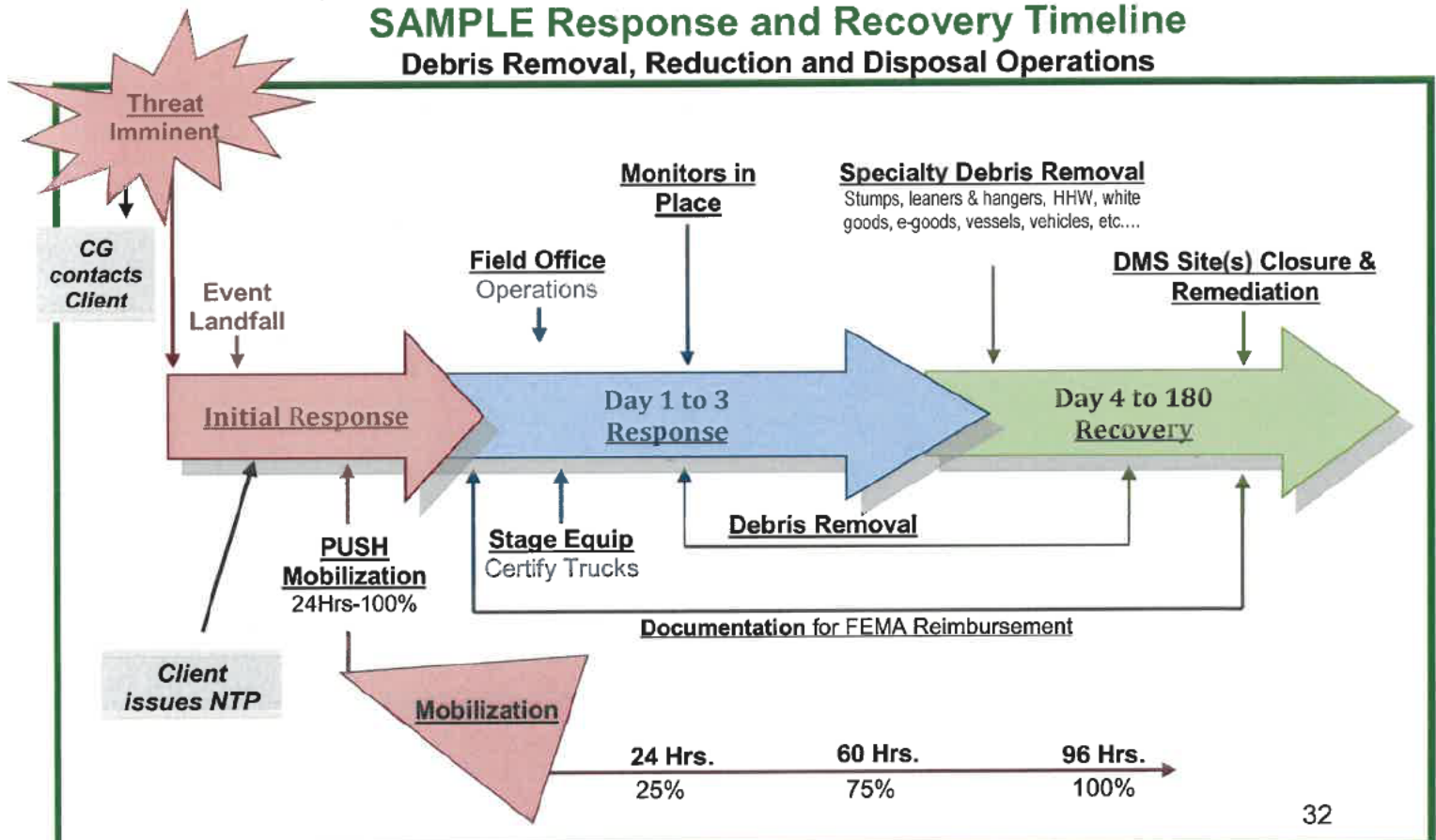
The four Critical Operations described here - **Mobilization, Debris Emergency Response, Debris Recovery Operations and Documentation and Reimbursement** - form the central core of the CrowderGulf Debris Operations plan. These elements are supported and enabled by six Essential Support Functions. Although not as visible during the debris management process, each support function - **Readiness Support and Training, Subcontracting, Quality Control, Health and Safety, and Public Relations**, is fundamentally important to CrowderGulf being able to provide a successful debris management effort.

Sample Mobilization Parameters

Below are CrowderGulf's anticipated mobilization timelines for debris removal work. **Clayton Young, CrowderGulf's Texas Regional Manager**, will work with the City to establish specific timeframes for deployment, damage assessment and being fully operational during the annual meetings or training sessions with the City and monitoring firm. The CrowderGulf Team has never failed to meet the end timelines for completing all projects and remain committed to meeting all timelines.

- Contacting the City's Emergency Operations Manager 48-72 hours prior to a predicted disaster event.
- Providing an advance CrowderGulf representative to the City's Emergency Operations Center 24-48 hours prior to a predicted disaster event or upon receiving notification of pending activation, if requested.
- Staging personnel and equipment in close proximity to the City to provide rapid deployment after the storm, while protecting those assets from damage/destruction by the event.
- Mobilizing resources and being operational for clearing debris and opening critical routes ("PUSH") within 24-48 hours of NTP if requested by the City.
- Being fully operational for hauling, sorting, and storing of debris within 48 hours of initial NTP.
- Being fully operational for reduction and disposal of debris within 72 hours of initial NTP.
- Maintaining full operational capability, 24 hours per day, 7 days per week for an extended period of time.
- Being able to clear all debris from all City maintained streets, roads and highway rights-of-way within 90 days from initial NTP.
- Rapidly adjusting the flow of resources based on the extent and magnitude of damage/debris.
- Providing Rapid Response Crews (RRC) as may be required.
- Being able to complete the entire debris management process from initial clearance through final disposal within 180 days from initial NTP or sooner as determined by the City's notice to proceed.

SAMPLE Response and Recovery Timeline Debris Removal, Reduction and Disposal Operations



Because each activation / storm presents separate challenges and situations, the above information has been provided as a sample. During our pre-event training sessions with the City, we will work to frame out possible timelines for minor and major activations.

➤ Debris Emergency Response

Debris Response activities occur immediately after an event in order to clear emergency access routes. This initial phase of operations normally consists of clearing debris that may hinder immediate lifesaving actions within the disaster area and/or pose an immediate threat to public health and safety. The Debris Response phase includes immediate actions for the removal of debris in order to facilitate search and rescue efforts, allow access to critical facilities, and prevent flooding. Actions required during the response phase are usually completed within a matter of days following a disaster event. As soon as critical facility locations are identified, CrowderGulf will dispatch "clearing crews". Depending on the damage, crews will be deployed within 24 hours of receiving a NTP. The "clearing crews" will use all available resources with focus on local personnel and firms. Each "clearing crew" at a minimum will consist of:

- Two pieces of rubber-tired pushing / loading equipment such as backhoe loaders, rubber tired front-end loaders, and skid steer loaders with operators
- Two - three chain saw operators, laborers, flaggers with transport vehicles
- Five 16 to 20 cubic yard capacity dump trucks with drivers
- One Quality Control/Foreman with communications capability and pickup truck
- Equipment and resources needed to transport crew from one site to another

Safety of the clearing crews in this early stage of work will be a paramount concern. Downed power lines, falling trees, equipment and chain saw injuries, worker fatigue, and a host of unanticipated hazards demand constant attention by all team members. Therefore, **toolbox safety discussions** will be a **daily requirement** for the team. Work areas will be surveyed for hazards before work begins and throughout the clearing operation. Special hazard observation responsibility will be assigned to the Quality Control Manager.

➤ Debris Recovery Operations

Debris Recovery consists of the removal and disposal of FEMA eligible storm-related debris in order to ensure the orderly recovery of the community, and eliminate less immediate threats to public health and safety.

Collection Methods

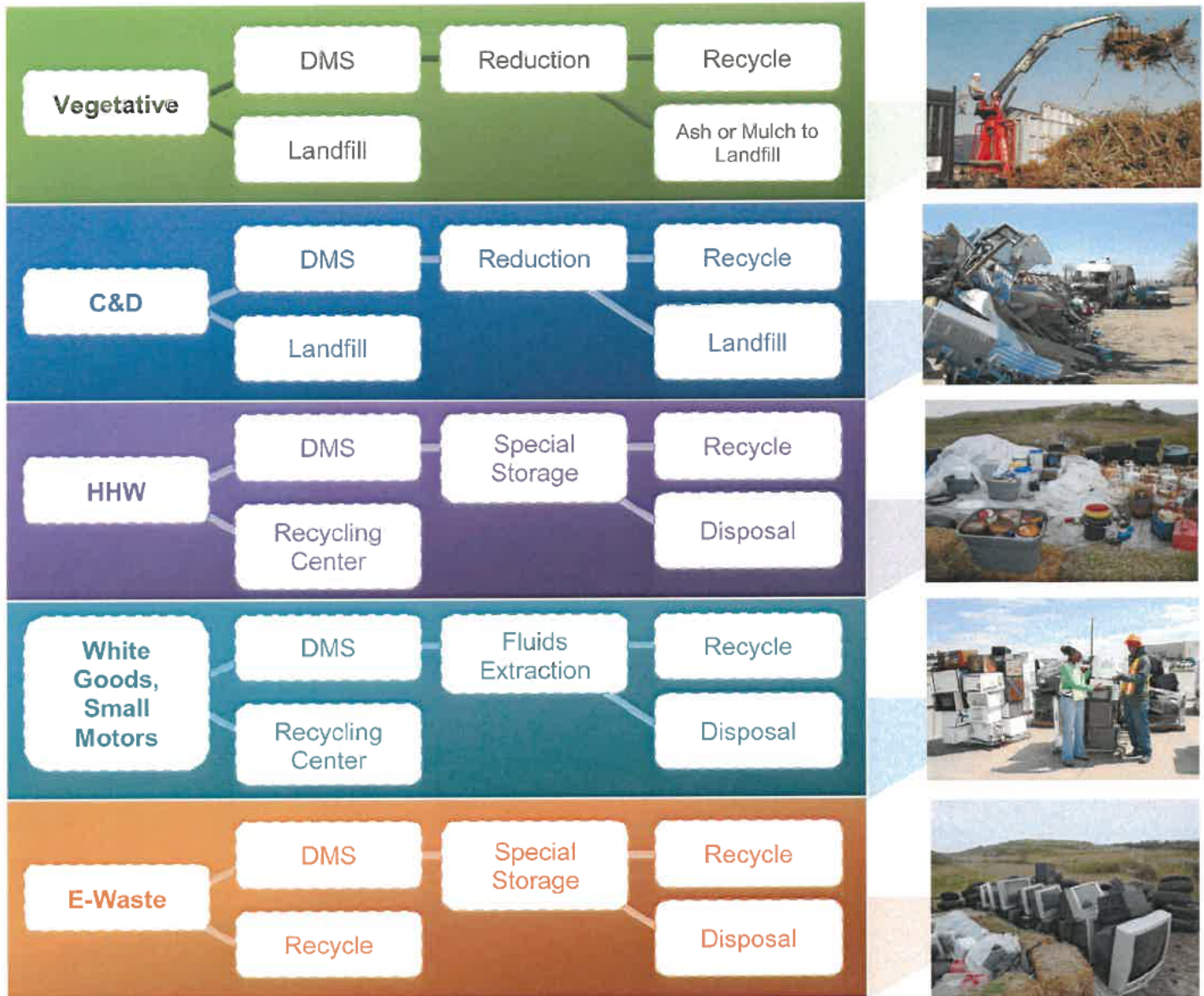
The fundamental component of a debris management strategy is the collection of debris. Implementation of debris collection immediately after a disaster event will assure the public that recovery efforts are in progress and that the community will return to normal quickly. The debris type, amount, and urgency determines which collection method is used. The two main methods of debris collection are curbside collection and collection centers. Both types of collection methods may be used and will be determined by the City of Port Arthur.

Curbside collection requires that only storm related debris be placed at the curb or public rights-of-way. *Source-segregated debris collection* offers the potential of high salvage value and efficient recycling/reduction processing. This method is important when collecting hazardous and environmentally sensitive debris, such as household hazardous waste and white goods. *Collecting mixed debris* allows for residents to place all debris types in one specified area, usually along the public rights-of-way in front of their residence. While this is the most convenient for the public, it does not facilitate effective recycling and reduction efforts, as the debris will need to be handled multiple times. This method prolongs recycling and reduction efforts and increases operational costs.

Collection Centers, the second type of collection method, relies on having residents transport their debris to a common location. Large roll-off bins may be placed on public rights-of-way or public property for the residents to bring their debris for collection. Separate bins can be designated for particular types of debris. If Collection Centers are used, they must be monitored to ensure only of the citizens use the Center and all debris is storm-related eligible debris. Regardless of the collection methods used, educating the residents before a disaster occurs and keeping them informed after a disaster about the how, when and where of the debris removal operations, will alleviate a lot of stress for everyone. CrowderGulf can assist with keeping the public informed with the information needed to get their debris removed safely and in a timely manner.

Debris Types

The City of Dickinson will determine the scope of the debris to be managed under this contract. However, CrowderGulf is prepared to assist the City in hauling, reducing and disposing of all eligible debris types in accordance with FEMA Public Assistance Program and Policy Guide. These include: vegetative debris, construction & demolition (C&D) debris, hazardous wastes, white goods, household hazardous waste (HHW), electronic waste (e-goods), abandoned vehicles and vessels, putrescent debris, infectious waste, chemical, biological, radiological, and nuclear-contaminated debris. The following diagram is a breakdown of the general **debris stream**:



Truck Certification

All debris hauling trucks will be certified by the City or a City representative before any hauling begins. The inside bed dimensions of all trucks will be accurately measured and all safety requirements will be checked and approved. This information along with the description and a picture of the truck, driver's name, license and tag number will be recorded on the FEMA compliant certification forms provided by CrowderGulf. The City will retain the original copy of the form and provide CrowderGulf and the driver with copies. The driver's copy must remain in the truck at all times. A placard displaying the trucks identification and measurement information will be displayed on both sides of the vehicle at all times. Specific truck documentation requirements are discussed in the **Documentation and Reimbursement** Section of this proposal.

Sectioning and Crew Assignments

Upon NTP, CrowderGulf will assist the City of Friendswood in assessing damage and developing a specific plan of action. The affected areas will be divided into sections and then crews, subcontractors, and equipment will be assigned. All areas will be served simultaneously.

Loading Debris

Prerequisites for Loading Debris:

- Truck certification and safety inspections completed on all trucks hauling debris
- Identification of disposal site
- If needed for efficiency, identification and preparation of debris management sites
- Sectioning of City with subcontractor assignments
- Quality Control organization operational
- Load ticketing and data management process operational
- Accident Prevention Plan (APP), Site Safety and Health Plans (SSHP), Activity Hazard Analyses (AHAs)
- Initial safety and health briefing for all personnel complete
- Specific training on traffic control complete for all debris crews
- Preparatory inspections of each worksite by Quality Control staff and debris crew foreman
- Work area cleared of safety and health hazards such as downed power lines and hazardous materials
- Inspection of work area for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment
- FEMA debris eligibility criteria communicated to all Crew Foremen, Superintendents, Quality Control staff, Project Managers, and Equipment Operators
- Overhead power lines and other utility lines identified for safe clearance of loading equipment

An example of a Crew is demonstrated in the chart below:

Manpower/Equipment Required	Task Responsibility	No. per Crew
Crew Foreman with experience in organizing & running crews with previous work in disaster related jobs	Provide on-site management of crew to ensure quality performance, safety & maximum productivity	1
20 – 60 CY dump trucks with skilled operators &/or 80 - 140 CY self-loader trucks	Pick up debris from curbside & haul to DMS or final disposal	4-6 (or as area dictates)
Chain Saws & Experienced Operators (as needed)	Reduce large trees & limbs to manageable size & trim debris hanging from loaded trucks	1-2
Flagmen	Direct traffic flow & truck movement	3-6
Laborers	Gather small debris that loaders are unable to grasp	2

Truck and Equipment Considerations

The number of debris hauling trucks assigned to each crew will be determined by the time required to transport a load of debris to the disposal site, dump the load and return to the loading site. Sufficient trucks or trailer hauling equipment will be assigned to each crew to preclude having idle loading equipment. If hauling equipment is found idle and frequently waiting to be loaded, some of the hauling equipment will be reassigned to other crews. Crews will be adjusted as needed to maximize the use of all trucks and equipment.

Repair and Maintenance Equipment

CrowderGulf has the ability to perform maintenance and repair in the field, where the work is happening. Local resources may have experienced damages or have other responsibilities that take priority over their business such as family matters. To insure we have safe functioning equipment, over the years CrowderGulf has built a large support system for our company owned equipment and subcontractor equipment should they need assistance.

Hauling Debris

The hauling or transport process begins at the time the truck or trailer leaves the "loading zone". Safe transport of the debris material to the disposal site becomes the drivers' primary concern. Drivers remain responsible for their loads until safely dumped at the disposal site.

All drivers will follow the most direct and safe pre-planned route to the nearest disposal site. Particular attention to safety is required in the areas near school buses, school zones and other areas of pedestrian foot traffic. Tarps or load covers are applied as required by local or state regulations.

Debris Hauling Prerequisites:

- Debris will only be transported in trucks or trailers capable of rapidly and mechanically unloading.
- No self-load trailers will be used. Exceptions to this standard may be necessary to efficiently and safely transport HHW, E-Waste, ACM or white goods.
- All trucks and trailers hauling debris must have completed the truck certification process establishing approved volume for the debris-hauling container.
- All trucks and trailers must have successfully completed the prescribed Safety Inspection.
- Drivers will be instructed to use the most direct and safe route to the nearest disposal site.
- Drivers will be required to wear safety vests and steel-toed shoes when working.
- If loads are required to be covered during transport, the hauling container must be equipped with a functional cover or "tarp" to prevent flying debris during transport.

***Note:** Proper trimming of loads at the loading site is the best prevention for debris falling out during transport.*

Safety Measures

The Safety Manager and Safety Officers will monitor all safety procedures and daily reports of accidents and/or property damage. The Safety Manager or designee will also be responsible for coordinating and conducting safety meetings with crewmembers and subcontractor personnel. Safety is critical throughout all operations and is discussed later within this **Debris Operations Plan**.

Traffic Control

CrowderGulf will use its best efforts to mitigate the impact of debris removal operations on local traffic. Sufficient signing, flagging, barricading, safety equipment and communications devices will be used to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with applicable federal, state, local laws, regulations and ordinances.

Hours of Operation

Debris will be collected and loaded during visible daylight hours (dawn to dusk) seven days per week. Debris reduction at the DMS may take place 24 hours per day, seven days per week if required by demand and approved by the City.

Number of Passes

CrowderGulf will make as many passes as the City may direct in order to successfully complete the debris removal process. Normally, a few days may need to elapse between each pass so that the citizens have time to get their debris to the ROW.

Daily Coordinated Issue Management Meetings

Daily meetings will be held between the Field Project Manager, Field Supervisors, the Subcontractor Crew Foremen and representatives of the City of Port Arthur to discuss progress, needed adjustments and other issues. Decisions to increase/decrease manpower and/or equipment or change work areas will be made with approval of the City.

Documenting and Resolving Damages

During the debris removal process there will always be some minor damage situations that occur regardless of the care taken during the work. CrowderGulf will respond quickly to all damage claims by the City or its citizens and will work diligently to resolve such claims to the satisfaction of all involved. 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.

Temporary Debris Management Site (TDMS) Development

CrowderGulf has vast experience with selecting, developing, managing and operating Temporary Debris Management Sites. We are committed to efficient and safe TDMS operations and require all personnel to be vigilant in using safe practices at all times. Here are some of the TDMS and Final Disposal Sites that CrowderGulf used during past activations for the City of Friendswood. We feel that these sites will still be a viable option, should the contract be activated. If necessary, our **Regional Manager, Clayton Young**, will work with the City to identify additional DMS and Final Disposal Sites.

DMS or FDS	Landfill Name	Address	City	State	Zip
FDS	Dixie Farm Rd Landfill	4649 Dixie Farm Rd	Pearland	TX	77581
FDS	Hill and Sand	PO Box 184	Friendswood	TX	77549

DMS Design and Operational Features

The information gathered during the baseline data collection becomes important to the design of the site. The efficiency and the overall success of the DMS operations are determined by how the site is designed.

A minimum of the following features will be designed into the DMS plan.

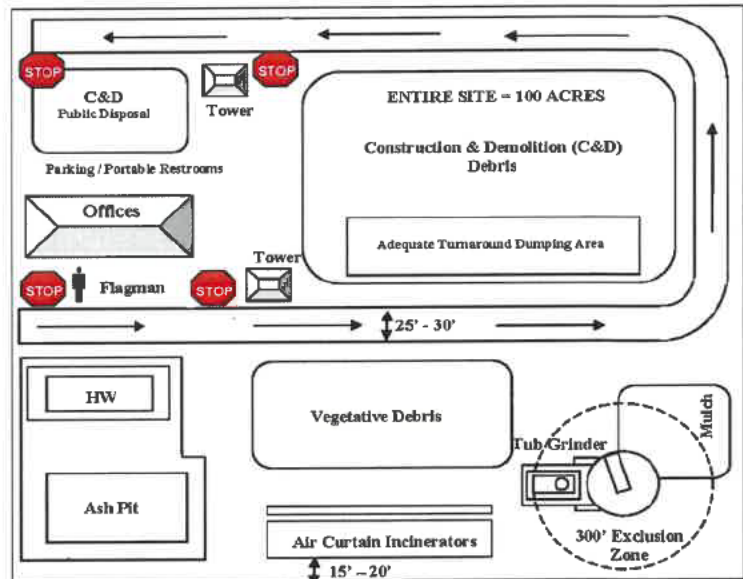
- Portable toilet facilities will be conveniently located to serve the inspection towers, crews working on the site, and office facilities
- Perimeter chain-link fencing, erosion and sediment control fencing, and other necessary drainage control methods
- Site traffic flow will provide for orderly movement of vehicles and equipment to avoid crossing traffic lanes with the construction of two entrances/exits with lockable gates
- At the request of the City of Friendswood, the DMS(s) may be restricted to City and Contractor vehicles only
- Safe and ready access of fire safety and rescue equipment will be provided to all functional sections of the site and to debris stockpiles
- A Safety Zone of at least 200' will be established around the grinder
- Air Curtain Incinerator (ACI) or Open burning safety zone will be established and will be 1,200' from any structure (other than inspection tower) and no less than 250' from any other pile or type of debris on site
- Ash storage pit will be adjacent to ACI units
- Compacted crushed rock and/or mulch will be used on ingress/egress road surfaces
- Designated personnel parking area for 30 vehicles will be established
- Space for two 12'x50' office trailers will be established
- Development of a lined Hazardous Materials Containment Area surrounded by a berm
- Two vegetative debris piles for grinding operations
- Sufficient area for chip piles to minimize pile height to prevent spontaneous combustion
- C&D debris area will be separate from other debris areas
- Adequate area maintained at each site for truck maneuverability and a level stable surface for equipment to complete the dumping process
- Site orientation will provide for ACI operations and grinding operations to be located downwind from offices and inspection towers (i.e., prevailing winds will be considered when setting up site)
- If necessary, separate areas/sites for the public to use for dumping vegetative and C&D debris will be provided. Depending on the process prescribed for allowing this, a separate tower may be required to facilitate accounting for the material entering the public section. If off site citizen collection areas are developed in accordance with the City's Debris Management Plan, CrowderGulf will remove debris from those sites on a regular basis as directed by the City's Project Manager.

DMS Site Plan

A DMS Plan will be prepared to a scale of 1" = 50'. The Task Order specific Management and Operations Plan will be updated to include the Site Management Plans for all DMSs and Disposal Sites operated by CrowderGulf. The DMS Plan will display such functions as:

- Access to the Site
- Site Preparation – clearing, erosion control, and grading
- Traffic Control
- Site Security, Safety and Segregation of debris storage areas
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection towers
- Location of incineration operations and chipping operations
- Location of existing structures or sensitive areas requiring protection
- Household Hazardous Waste (HHW) or Hazardous, Toxic and Radioactive Waste (HTRW) storage
- A detailed list of equipment
- Sanitation facilities

The general site plan shown will be modified to fit the needs of each specific DMS and will incorporate all specifications addressed in the FEMA Public Assistance Program and Policy Guide and all local, state and federal regulations and requirements.



Inspection Towers

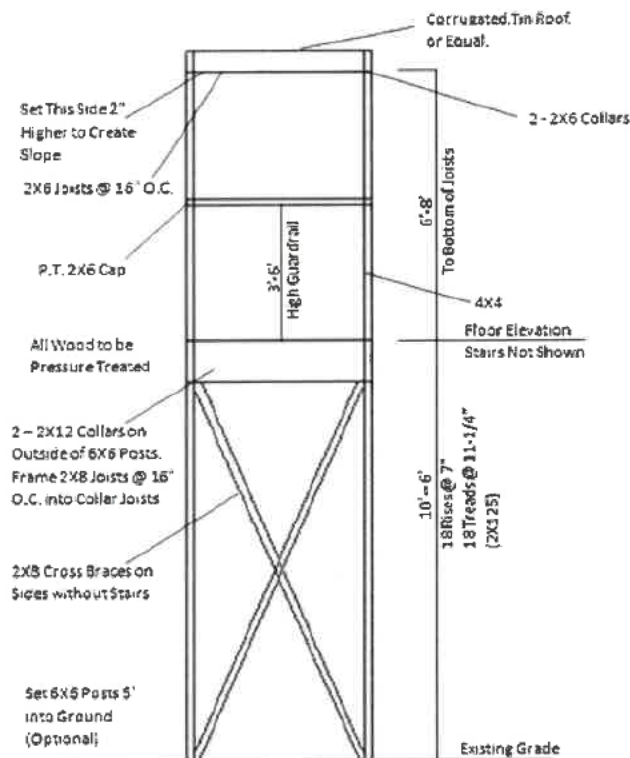
At no cost to the City of Friendswood, CrowderGulf will construct a minimum of one inspection tower at each site adjacent to the roadway. A minimum of one exit lane for all trucks to use will be visible from a tower. This allows for checking truck beds before exiting, ensuring that they are completely empty. The inspection tower site location will provide a .25 mile approach outside the public road system to accommodate any truck back up.

- All towers will be OSHA and FEMA compliant. At a minimum, the towers will be constructed with pressure treated wood with the floor elevation of the tower 15' above the existing ground elevation; the floor area shall be 8'x 8', constructed of 2"x8" joists, 16" O.C. with 3/4" plywood supported by four 6"x 8" posts.
- The perimeter of the floor area will be protected by a 4' high wall constructed of 2"x 4" studs and 1/2" plywood. The floor area will be covered by a corrugated tin roof.
- The roof shall provide a minimum of 6'8" of headroom below the support beams.
- Wooden steps will provide access with a handrail. In addition, the construction of towers will comply with all applicable City building codes.
- Inspection towers shall be capable of seating a minimum of three inspectors each.

Towers will be removed at the completion of the project or when the site is no longer in need.



Inspection Tower



Debris Separation and Reduction

Debris Separation

The Debris Reduction Manager will supervise the separation and segregation of all loads deposited at the DMS. If site segregation is required because of mixed loads, the separation will reflect the six categories cited below. Each of the following categories of debris will be dealt with in full compliance with the CrowderGulf Environmental Plan and local, state and federal standards:

- Clean, vegetative debris
- Vegetative debris containing other foreign matter
- Construction and Demolition (C&D) Debris
- Salvageable or recyclable debris
- White Goods, e-goods
- Hazardous or toxic materials / waste

Vegetative debris will be placed into two or more piles (no more than 15' high) which will allow for volume reduction without interfering with the ongoing dumping operation or until the dumping and/or reduction operations are complete. As directed by the City's representative, all construction and demolition (C&D) debris will be hauled directly to a certified landfill or prepared for reduction or recycling if feasible. White goods will be degassed, crushed and bailed for sale as scrap metal.

Methods of Debris Reduction

There are two primary types of reduction methods – incineration and chipping/grinding. After all major storms, we have used both grinding and burning to reduce debris, however, grinding has become the more common method due to environmental issues with burning.

• Chipping and Grinding

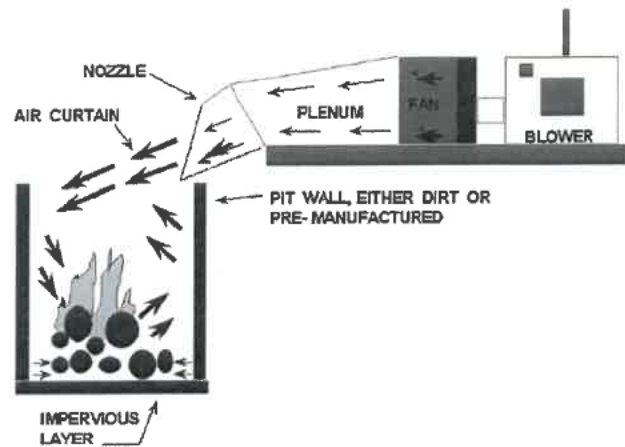
The chipping and grinding of vegetative debris reduces the volume by 75%. Many times clean chips will be recycled as bio-mass fuel. CrowderGulf is very experienced with chipping/grinding debris and has used this method in the majority of our disaster contracts for the past ten years. When grinding/chipping is utilized as the reduction method, all safety and compliance regulations are enforced throughout the operation.



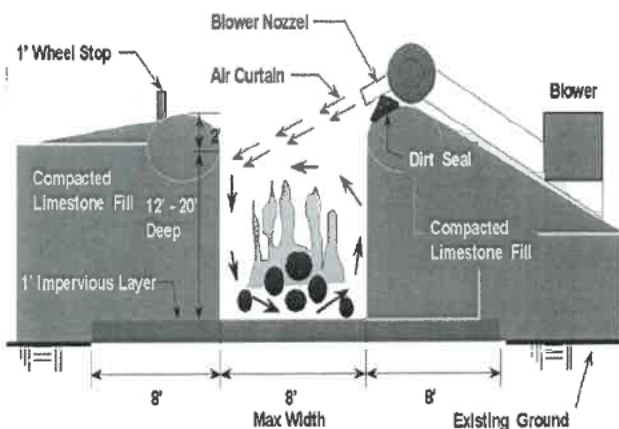
• Incineration

There are several incineration methods available for volume reduction. These include uncontrolled open-air incineration, controlled open-air incineration, air curtain pit incineration, and portable air curtain incineration. Portable air curtain incineration is the most efficient incineration system available because the pre-manufactured pit is engineered to precise dimensions to complement the blower system. Any burning method used will only be conducted with concurrence from the City. Burning vegetative debris can produce up to a 95% reduction rate. In those situations where air curtain incineration may be approved by the City, all environmental compliance and safety, concerns will be addressed within the site specific plan. Setbacks and buffer zones will be established within and around the reduction sites not only for the public safety but also for the safety of the debris operations.

Overview of an Air Curtain Operation



Air Curtain Pit Burner



A setback of at least 100' will be maintained between the debris piles and the incineration area. There will be a buffer of 1,000' between the incineration area and the nearest building in order to create a zone for emergency vehicles, if needed. The fire will be extinguished two hours before anticipated removal of the ash mound. The ash mound will be removed before it reaches two feet below the lip of the incineration pit. To prevent explosions, hazardous or contaminated flammable material will not be placed in the pit. Finally, fencing and signage are simple and effective means to keep the public away from the incineration area. The CrowderGulf **Environmental Protection Plan** address and provides detailed guidance on DMS environmental concerns such as dust, smoke, erosion, storm water plus hazardous and toxic wastes. If the DMS is near an environmentally sensitive area or has historical sites in close proximity, special environmental consideration will be taken to protect and preserve such areas.

Debris Disposal

Final disposition of the products of debris reduction will be made in accordance with instructions from the City and in keeping with all federal, state and local laws.

Vegetative Debris

Based on the City's decision, all vegetative debris will be ground or burned. If ground, the reduced vegetative mulch will be hauled to a properly permitted final disposal site in accordance with all local, state and federal regulations. If vegetative debris is burned, the ash will be hauled to a properly permitted final disposal site. In past disasters we have also recycled the clean ash as fertilizer on farm land. We will properly recycle mulch and ash to the greatest extent possible and within permitted regulations.

Construction and Demolition Debris

All C&D material shall be disposed of in facilities approved by the City of Friendswood in accordance with all federal, state and local laws.

Specialty Debris

CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including **abandoned vehicles and vessels, wet marine debris, white goods and electronic wastes, hazardous materials and waste, bio-hazardous wastes, dead animals, and hazardous trees and stumps**. As mentioned above, CrowderGulf works in conjunction with all federal, state and local regulatory agencies and strictly follows all regulatory guidance. If removal and disposal is beyond the area of our expertise, we will use Garner Environmental Services (www.garner-es.com), a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.

Site Closure and Restoration

Upon completion of debris reduction operations, all DMSs will be restored to pre-existing conditions. All equipment, inspection towers, and any other temporary buildings will be removed. Burn pits will be returned to existing grade. Any unburned or chipped materials will be hauled to an appropriate facility. Separated metals, plastics, white goods or other materials and types will be disposed of as required by contract or regulations. Site reclamation / remediation will be billed back to the client at a pass through cost. In addition, if groundwater and / or soil testing is required, these items will be billed to the client at as pass through cost. A final site inspection will be conducted by City authorities and any discrepancies will be corrected.

All work, including site restoration and closeout will be concluded within 30 calendar days of notice from the City that the last load of debris has been delivered.

➤ Documentation and Reimbursement

CrowderGulf has been successful in the past in supporting our Clients with accurate and complete documentation records. This documentation is readily available to the City, FEMA, FHWA and any other agency that provides reimbursement. Superior record keeping using the best available technology from the beginning to the end of the project is critical. Financial accountability is maintained throughout the process by using a system of checks and balances that are tied directly to the quantitative documentation originating in the field. Throughout the project, FEMA Public Assistance Program and Policy Guide will be followed and serve as the foundation of our documentation and accounting systems.

Documentation for Debris Hauling

In an effort to maximize accuracy of accounting, CrowderGulf utilizes the following system of project controls:

Phase 1 - Truck Certification (Sample Truck Certification Form Provided in Appendix)

All debris hauling trucks are certified in accordance with FEMA guidelines. Part of the certification procedure includes truck safety checks. Any trucks not meeting the safety requirements will not be certified until infractions are remedied.

Documentation procedures include:

- Measuring the interior dimensions of all debris hauling truck beds to determine the measured cubic yard capacity
- Safety and insurance requirements check is part of the certification process
- The City's representative, CrowderGulf and the driver will each retain a copy of the completed *Truck Certification Form*
- All equipment are affixed with placards displaying the owner's name, equipment number and certified capacity
- A Capacity Certification Log is maintained in the field as a quality control tool
- All tower inspectors are provided with a current Capacity Certification Log to enforce the integrity of the valid documentation against the truck placard

Phase 2 - Debris Load Ticket Completion

The term "load ticket" refers to the primary debris-tracking document that records the transport of debris from the original collection point to the DMS or final disposal site. By positioning the debris monitors at each point of the operations (collection, DMS and/or final disposition), the eligible scope of work can be properly documented. This process includes the following procedures:

- Completion of a multi-part *Debris Load Ticket* for each truckload of debris
- City representative(s) at the loading site(s) will inspect each loaded truck, legibly and accurately record the required information on the ticket and provide the debris hauler with a partially completed ticket
- City representative(s) at the temporary or final disposal site(s) inspection tower take the ticket from the driver and complete the disposal information
- City representative(s) retain the original completed ticket and a copy is provided to the driver and a CrowderGulf representative
- CrowderGulf representatives collect ticket copies and perform the first of many quality control checks
- CrowderGulf field office personnel process the tickets sending electronic copies to the Home Office for additional quality control checks, data entry and storage

Accurate completion of these two phases of quantitative and descriptive debris information is imperative for cost reimbursement and contractor invoicing. When electronic ticketing is used, the above procedures are slightly modified according to the firm acquired, while still maintaining the same quality of information and satisfying requirements.

Documentation of Special Projects

There are usually several additional recovery projects besides ROW debris removal and disposal that are required in order to address geographically unique storm damage. Each project is preceded by a specific task order to serve as a formal request to proceed with the project. The Task Order outlines the parameters of the project and establishes the pay rates associated. Detailed documentation that meets FEMA Public Assistance Program and Policy Guide will be kept for each project.

Data Management

CrowderGulf utilizes a comprehensive and seasoned data collection and storage process with all projects. Regardless of whether electronic (ADMS) or paper ticketing documentation is used by the City or representative, CrowderGulf easily adapts data capturing procedures to accommodate all requirements.

Monitoring Companies and Electronic Ticketing

CrowderGulf has vast experience working with several monitoring companies and are familiar and compatible with their programs, processes and procedures. It is important that to the Client that CrowderGulf and Client's representative (i.e., monitoring company) establish and maintain a positive and professional rapport throughout the project. This is necessary in order for the communication flow to be open with the central focus of making sure all documentation for eligible work is accurate and complete.

Reconciliation and Invoicing

An important aspect of the documentation process is the reconciling of all the truck certifications and load tickets prior to invoicing. CrowderGulf has earned a solid reputation with clients and monitoring firms by working closely with them to ensure that data reconciling is completed before invoicing. Whether reconciling with a monitoring company or with our clients direct, our database has all the information needed to expedite this process. After reconciliation is complete, it is time for invoicing. All invoices are fully supported by load tickets and other required documentation. CrowderGulf is very flexible in generating invoices. Invoices can be provided in different ways such as a dollar amount limit per invoice, designated work period on an invoice (i.e. one week per invoice) or single task invoices. CrowderGulf strives to accommodate by adapting to preferred formats and preferences.

Documentation Maintenance

CrowderGulf maintains all documentation for a period of at least 7-10 years, depending on the requirements. All tickets and truck certifications, task orders, and any other pertinent documentation are kept in both hard copy and electronic format. Having all documents in an organized electronic file allows for easy access if and when FEMA audits the work.

FEMA Requirements and Assistance in the Reimbursement Process

CrowderGulf works closely with all regulatory agencies to assure minimum issues in our disaster management efforts. Over the past 20 years, 98% of CrowderGulf's work has been with Cities, Counties, States and Agencies that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. As a result of our success in documenting all aspects of the debris management process to support reimbursement.

➤ Quality Control

The purpose of a quality control plan is to provide guidance and consistent attention to workplace policies and procedures in order to facilitate efficient, effective and safe debris removal and reduction. **CrowderGulf's success in managing quality is achieved by our commitment and attention to the people, processes, and procedures involved in our projects.** Our complete QC plan will be provided upon request.

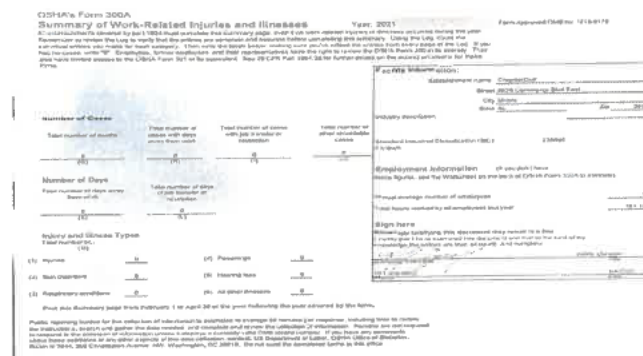
➤ Health and Safety

CrowderGulf's Philosophy of Safety

All company operations are managed with an aggressive and proactive commitment to the safety and well-being of employees, subcontractors and the public at large. We believe that this commitment to safety must go hand-in-hand with our commitment to quality production and cost efficiency. CrowderGulf believes that ALL injuries and accidents are preventable through the establishment of and compliance with safe work procedures. Therefore, the prevention of bodily injury and the safeguarding of health are the first considerations in all workplace actions and are the responsibility of every employee and subcontractor at all levels. **Our complete Safety Plan can be provided upon request.**

SAFETY WILL BE THE PARAMOUNT CONCERN AT ALL TIMES

We have included our most current OSHA Form 300A – Summary of Work-Related Injuries and Illnesses as additional documentation of our exemplary safety record. Previous year's forms can be provided upon request



OSHA Form 300A
Summary of Work-Related Injuries and Illnesses
Year: 2021
Form Approved OMB No. 1515-0047

Employer's Name: CrowderGulf
Address: 2015 Lanning Blvd East
City: Houston, State: TX, Zip: 77057

Employment Information: All new jobs have been reported. The employer is not an OSHA Form 300A-a employer.

Sign Here: I certify that this information is true and correct to the best of my knowledge and belief. I am the employer or an authorized representative of the employer.

➤ Public Relations

After a disaster, residents want answers regarding recovery operations. CrowderGulf will work closely with the City to ensure that the residents are given accurate and timely information for their use and own individual planning purposes.

Developing a Public Information Campaign

Experienced CrowderGulf personnel will be available to assist the City in the development of a public information campaign. The information could include the parameters, rules and guidelines of debris operations so residents can begin their personal recovery activities. The language used will be simple and easy for all residents to understand. Materials and information may be distributed in more than one language for it to be understood by non-English-speaking populations and neighborhoods.

Distribution Strategy

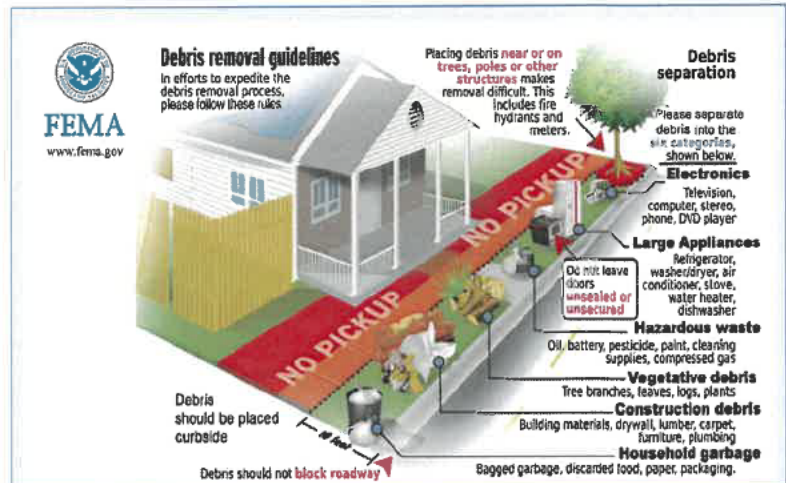
The following are suggested vehicles for distributing the information:

- **Media** – Local television, radio, newspapers, or community newsletters
- **Internet Site** – City of Friendswood website
- **Public Forums** – Interactive meetings at town hall or shopping area kiosks
- **Direct Mail Products** – Door hangers, direct mail, fact sheets, flyers within billings, and billboards

Sample Flyer that can be distributed to local media outlets to assist citizens in properly segregating their debris curbside:

Debris Information Center

CrowderGulf can assist the City in establishing a temporary debris information center to address concerns and complaints, and answer questions that are not included in the public information campaign at-large. The debris information center may also be utilized to report fraud. Regardless of the venue, it will be important to address the residents' concerns, complaints, and questions in a timely and efficient manner. Feedback from the information center will give the Management Team an indication of how effective and efficient the operations are progressing. The City and the On-Site Management Team may use this information to adjust operations appropriately.



Financial Capability

Financial strength is one of the most important aspects for the City of Friendswood to consider when selecting a debris contractor. Following a major disaster, the City's financial burdens could be substantial. It is important to have a financially strong disaster-experienced contractor, such as CrowderGulf, that will work to get the job completed, regardless of any delays in invoice payments. CrowderGulf's financial stability is solid and reliable and over the years we have established an excellent line of credit with our financial institution. We have always paid our subcontractors and personnel weekly and we have met all financial obligations without interruption. Over the years, CrowderGulf has paid out millions of dollars before receiving any payments. CrowderGulf's long time commitment to pay subcontractors weekly has allowed us to attract the most experienced and well-equipped subcontractors in the nation. CrowderGulf has had extensive experience working disasters and is personally aware that many municipalities are not financially prepared to handle the cost of a major recovery effort. We understand that it takes time to work through the bureaucracy and obtain funding. Consequently, CrowderGulf's position has always been one of patience with our clients as they endeavor to meet our invoices. Some clients have been more financially capable than others, but we have never had a situation in which we were unable to amicably resolve any payment issues.

AGGREGATE BONDING CAPACITY	\$ 500,000,000
SINGLE BONDING CAPACITY	\$ 250,000,000
OTHER AVAILABLE FUNDING	\$ 150,000,000

Bonding

Sterling Seacrest Partners
Mr. Jim Congelio
3111 W. Dr. Martin Luther King Jr Blvd., Suite 350
Tampa, FL 33637
813-489-1183

Insurance

Pathway Insurance Group
Mr. Robbie Farmer
753 Nicholas Avenue
Fairhope, AL 36532
251-279-6373

*See "Bank and Bonding Reference Letters" attached.
Audited Financial Statements can be provided upon request.*

Insurance - CrowderGulf maintains **all required insurances** such as General Liability, Personal Injury, Workers Compensation, Automobile/Equipment Liability, as well as Maritime Insurance. Gray Insurance Company of Metairie, Louisiana provides this insurance coverage. *See Insurance Certification attached.*

Equal Opportunity Employer - CrowderGulf is an **Equal Opportunity Employer**. It is our policy to provide an employment and work process free of any unlawful discrimination. We will promote the value of a diverse work force, which fosters fair treatment of all individuals based on knowledge, skill, ability and performance.

Drug Free Work Place - CrowderGulf is a participant in the **National Drug Free Work Place Program**. Our policy prohibits drug distribution, possession or use while in the employment of CrowderGulf. This policy applies to all subcontractors and/or consultants that support or assist in any work conducted. Employee training, counseling and/or employee assistance programs bolster the drug free policy.

Code of Business Ethics - In mid-year of 2000, CrowderGulf 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.*

Criminal Convictions & Penalties - CrowderGulf has never had any Criminal Convictions against CrowderGulf, company owners or officers and has never been terminated or debarred from a Contract.

Conflict of Interest - CrowderGulf nor its ownership, officers, management or staff have a conflict of interest to disclose with the City at this time.



3111 West Dr Martin Luther King Jr Boulevard, Suite 350
Tampa, FL 33607

813.498.1183 office
813.464.7807 fax

www.asplns.com

February 4, 2022

RE: CrowderGulf, LLC
Status of Bondability

To Whom It May Concern:

Sterling Seacrest Pritchard is proud to represent CrowderGulf, LLC. We consider them to be a premier contractor in their field and we do not hesitate to recommend them for your project needs.

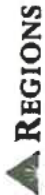
Travelers Casualty and Surety Company of America has an A.M. Best rating of "A++" and provides a bonding program to CrowderGulf, LLC with single bond limits up to \$250,000,000 and an aggregate program of \$500,000,000. These limits are not to be construed as maximums but are established to handle the daily needs of our client.

As always, Travelers Casualty and Surety Company of America reserves the right to perform standard underwriting at the time of any bond request. This includes, but will not be limited to, the acceptability of the contract documents, bond forms and project financing. We assume no liability for any reason if we do not execute the bonds as requested. This letter is not an assumption of liability, nor should it be considered a bid, payment, or performance bond. If you should have any questions, please do not hesitate to contact us.

Sincerely,

Sterling Seacrest Pritchard


James C. Congelio



June 07, 2022

RE: Bank Reference for Crowder Gulf, LLC and Crowder Gulf Joint Venture, Inc.

Please consider this letter as verification that Crowder Gulf, LLC and its wholly owned entity, Crowder Gulf Joint Venture, Inc., are one of Regions Bank's valued customers. Regions is privileged to have serviced the operating accounts of the companies since 1987, with all accounts handled in an exemplary manner.

The company currently maintains balances in the upper seven figures and a line of credit in the amount of \$75,000,000.00. The line of credit has been increased to as high as \$150,000,000.00 in the past to support years of heavy storm activity.

If you have any questions, please contact me at 251-690-1087.

Sincerely,



Christopher Esteller
Senior Vice President
Commercial Banking
christopher.esteller@regions.com



 6-07-2022

11 N Water Street, Mobile, Alabama 36602

Internal Use



PRODUCER		CERTIFICATE OF LIABILITY INSURANCE		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		COMPANIES AFFORDING COVERAGE	
INSURED		POLICY NUMBER		POLICY EFFECTIVE DATE (MM/DD/YYYY)		POLICY EXPIRATION DATE (MM/DD/YYYY)	
Crowder Gulf, LLC 5629 Commerce Blvd. E Mobile, AL 36619		[REDACTED]		8/1/2019		7/1/2022	
COMPANIES AFFORDING COVERAGE		COMPANY A		COMPANY B		COMPANY C	
COMPANIES AFFORDING COVERAGE		COMPANY D		COMPANY E		COMPANY F	
COVERAGES							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. THE COVERAGE IS SUBJECT TO THE TERMS, CONDITIONS, EXCLUSIONS AND LIMITS OF THE POLICIES. THE INSURED AGREES TO INDEMNIFY AND HOLD THE CARRIER HARMLESS FOR ALL CLAIMS, DAMAGES, LOSSES AND COSTS INCURRED BY THE CARRIER HEREIN AS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	GENERAL AGGREGATE LIMITS	PRODUCTS - COMP/OT AGG	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OWNERS & CONTRACTOR'S PROT	[REDACTED]	8/1/2019	7/1/2022	Unlimited	PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) COMBINED SINGLE LIMIT BODILY INJURY PROPERTY DAMAGE	\$3,000,000.00 \$1,000,000.00 \$1,000,000.00 \$5,000.00 \$1,000,000.00 \$1,000,000.00 \$1,000,000.00
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	[REDACTED]	8/1/2019	7/1/2022			
A	GARAGE LIABILITY ANY AUTO	[REDACTED]					
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM	[REDACTED]	7/1/2021	7/1/2022		AGGREGATE EACH OCCURRENCE AGGREGATE	\$4,000,000.00 \$4,000,000.00 \$4,000,000.00
A	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR/ PARTNER/ OFFICERS ARE: X INCL X EXCL	[REDACTED]	8/1/2019	7/1/2022		X EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE	\$1,000,000.00 \$1,000,000.00 \$1,000,000.00
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The insured hereby certifies that the operations, locations, vehicles and special items are as described in the policy and are not in violation of any law or ordinance. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.							
CERTIFICATE HOLDER		CANCELLATION		In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.			
City of Friendswood 910 South Friendswood Drive Friendswood, TX 77546		AUTHORIZED REPRESENTATIVE		[Signature]			
GCF 00 50 01 01 12		THE GRAY INSURANCE COMPANY					
Louisiana certificate form: LDI CCI 280990 01 12							

CERTIFICATE OF INSURANCE

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

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.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.



E. Pricing and Fees



*2008 Hurricane Ike
Bolivar, TX*

**ATTACHMENT D
PRICING AND FEES**

Respondents: Please use form below or include equivalent pricing and fees breakdown in your submittal. **Note** that pricing breakdown to include profit, must be included as a part of the proposal. Work performed under the subsequent contract would simply be charged at the proposed hourly rate (no breakdown), but again, the breakdown must be known during negotiations due to 2 CFR 200.324(b). "Cost plus percentage of cost" type proposals are prohibited.

Company Name:

City of Friendswood RFP #: 2022-13

All work to be performed as described herein and comply with
all requirements as part of the Debris Removal RFP.

Unit Cost Proposal				
ITEM	DESCRIPTION	UNIT	RATE	EXTENSION
Bid Item A: ROW Vegetative Debris Removal (Collect & Haul)				
A-001	Pick up eligible vegetative debris from ROW and haul to an TDSRS or other designated disposal facility.	Cubic Yard	\$8.65	\$ 8.65 -
Bid Item B: ROW C&D Debris Removal (Collect & Haul)				
B-001	Pick up eligible C&D debris from ROW and haul to an TDSRS or other designated disposal facility.	Cubic Yard	\$9.75	\$ 9.75 -
Bid Item C: Demolition, Removal and Transport of Eligible Structures				
C-001	Consists of all labor, equipment, fuel and associated costs necessary to demolish structures on private property. Structure demolition with C&D debris loaded at the designated work zone and hauled to a City approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, and household hazardous waste for ROW collection. Does not include removal of concrete slabs.	Cubic Yard	\$24.00	\$ 24.00 -
C-002	Consists of all labor, equipment, fuel and associated costs necessary to demolish structures on private property. Structure demolition with regulated asbestos containing (RACM) C&D debris loaded at the designated work zone and hauled to a City approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, and household hazardous waste for ROW collection. Does not include removal of concrete slabs.	Cubic Yard	\$34.00	\$ 34.00 -

Asbestos surveys and reports completed by others.

Bid Item D: TSDR Management and Operations					
D-001	Consists of the management and operation of TDSRS for acceptance, management, segregation and staging of disaster related debris.	Cubic Yard	\$1.45	\$ 1.45	-
Bid Item E: Reduction of Storm Generated Debris Through Grinding					
E-001	Consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated through grinding.	Cubic Yard	\$3.45	\$ 3.45	-
Bid Item F: Reduction of Storm Generated Debris Through Compaction					
F-001	Consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated through compaction.	Cubic Yard	\$3.45	\$ 3.45	-
Bid Item G: Reduction of Storm Generated Debris Through Air Curtain Incineration					
G-001	Consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated through air curtain incineration.	Cubic Yard	\$2.75	\$ 2.75	-
Bid Item H: Reduction of Storm Generated Debris Through Controlled Open Burning					
H-001	Consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated through controlled open burning.	Cubic Yard	\$1.25	\$ 1.25	-
Bid Item I: Haul-out of Reduced Debris to Final Disposal Site					
I-001	Consists of loading and transporting reduced debris at an approved TDSRS to a final disposal facility	Cubic Yard	\$5.00	\$ 5.00	-
Bid Item J: Removal of Eligible Hazardous Leaning Trees and Hanging Limbs					
	Consists of removing eligible hazardous leaning or hanging limbs and placing them on the ROW for haul-off.	Per Tree			
J-001	6 inch to 12 inch diameter		\$40.00	\$ 40.00	-
J-002	13 inch to 24 inch diameter		\$85.00	\$ 85.00	-
J-003	25 inch to 36 inch diameter		\$145.00	\$ 145.00	-
J-004	37 inch to 48 inch diameter		\$260.00	\$ 260.00	-
J-005	49 inch and larger diameter		\$330.00	\$ 330.00	-
	Hanger Removal (per tree)		\$75.00	\$ 75.00	-
Bid Item K: Removal of Eligible Hazardous Stumps					
	Consists of removing eligible hazardous stumps and transporting them to an approved TDSRS or other designated disposal facility.	Per Stump			
K-001	25 inch to 36 inch diameter		\$140.00	\$ 140.00	-
K-002	37 inch to 48 inch diameter		\$230.00	\$ 230.00	-
K-003	49 inch and larger diameter		\$330.00	\$ 330.00	-
Bid Item L: Abandoned Eligible Vehicle Removal					
L-001	Consists of the removal of eligible abandoned vehicles in areas identified and approved by the applicant and subsequently transported to an approved staging area.	Unit	\$90.00	\$ \$90.00	-

Bid Item M: Abandoned Eligible Vessel Removal

M-001	Consists of the removal of abandoned vessels on land in areas identified and approved by the applicant and subsequently transported to an approved staging area.	Per Linear Foot	\$65.00	\$ 65.00	-
M-002	Consists of the recovery of abandoned vessels in water in areas identified and approved by the applicant and subsequently transported to an approved staging area.	Per Linear Foot	\$190.00	\$ 190.00	-

Bid Item N: Eligible Animal Carcass Removal and Disposal

N-001	Consists of the removal of eligible animal carcasses in areas identified and approved by the applicant and subsequently transported to an approved staging area.	Unit	\$35.00	\$ 35.00	-
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Bid Item O: ROW White goods Debris Removal (Collect & Haul)

O-001	Consists of all labor, equipment, fuel and associated costs necessary for removal, transportation and disposal of eligible White Goods.	Unit	\$35.00	\$ 35.00	-
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Bid Item P: Freon Removal (Collect & Haul)

P-001	Consists of all labor, equipment, fuel and associated costs necessary for recovery and disposal of Freon from eligible items containing refrigerants.	Unit	\$35.00	\$ 35.00	-
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Bid Item Q: Fill Dirt

Q-001	The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the City.	Per Cubic Yard	\$16.00	\$ 16.00	-
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Bid Item R: Electronic Waste Removal

R-001	Consists of the recovery and disposal of disaster damaged televisions, computers, computer monitors, microwaves, etc.	Unit	\$30.00	\$ 30.00	-
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Bid Item S: Household Hazardous Waste Removal

S-001	Consists of collection, transportation, and disposal of Household Hazardous Waste from the ROW to final disposal.	Per Pound	\$9.95	\$ 9.95	-
-------	---	-----------	--------	---------	---

NOTE: All disposal / tipping fees for all line items will be a pass through cost at no markup.

Offered PUSH RATE: Push Crew "1 Loader or Skidsteer, 1 Foreman with Truck, and 2 Sawhands" = \$365.00 per Crew per Hour.

EXECUTION OF OFFER

The undersigned, in submitting this proposal and their OFFER of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

Submitted by:

CrowderGulf, LLC.

(OFFICIAL FIRM name)

By:



(Original Signature) Must be signed to be considered responsive.

Ashley Ramsay-Naile

(Typed or Printed Name)

President

(Title)

06/09/2022

(Date)

Remittance Address:

5629 Commerce Blvd. E

Mobile, AL 36619

(City, State, Zip code)

Phone #:

(800) 992-6207

Fax #:

(251) 459-7433

E-Mail Address:

jramsay@crowdergulf.com

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

Initials

Date acknowledged

1) _____
2) _____
3) _____

STATEMENT OF ORGANIZATION

1. Respondent

Full Name of Business: CrowderGulf, LLC.
Principal Business Address: 5629 Commerce Blvd. E
Mobile, AL 36619
Principal Phone Number: 800-992-6207
Please direct all inquiries to the above address and email below:
Local Business Address: 11190 Circle Drive, Suite 109A Austin, TX 78736
Local Business Contract: Clayton Young, Regional Manager
Local Business Phone: 940-206-6996
Local Business Fax: 251-459-7433
Local Business E-mail: jramsay@crowdergulf.com

Type of Organization: Limited Liability Company
Tax ID #: 01-0626019
License #: N/A

Provide names of authorized representatives of the Respondent who has/have legal authority to bind the Respondent into contractual obligations:

- (a) Ashley Ramsay-Naile, President
- (b) Reid Loper, Vice President
- (c) Wes Naile, Contracts Manager
- (d) _____

2. Subcontractor(s)

List of all firms participating in this proposal

	Name	Address	Area of Responsibility
(a)	<u>Please see attached list of subcontractors</u>		
(b)	_____		
(c)	_____		
(d)	_____		

Subcontractor Oversight

In the past, CrowderGulf has mobilized over **400** subcontractors with as many as **5,000 people, 2,600 trucks, and 800 pieces of loading equipment**. To assure the same quality control and efficient operations for the City, CrowderGulf's management team will rely on NIMS management protocols to identify the proper number of supervisors for each debris management operation. CrowderGulf is fully prepared to marshal as many Field Project Managers and Debris Supervisors as needed to meet the City's debris management requirements. Project Managers and Field Supervisors will have the direct responsibility to ensure all workers have received the proper safety training and education on Federal Rules and Regulations as they pertain to debris removal operations.

Good Faith Effort

As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the City to maintain compliance with **44 CFR 13.36 (e) and FEMA Super Circular 2 C.F.R. Chapter 2, Part 200**.

Affirmative Steps Include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M/SBE Subcontractors

See enclosed a partial list of qualified **M/SBE Subcontractors**. A current qualified subcontractor list will be provided to the City for pre-approval prior to an event upon request.

2022 Houston – Galveston Regional TX Potential Subcontractors	Address	City	ST	Zip	SB	WO	VET	SDV	HUB	SDB
15/16, C&S Construction	17700 HWY 3	Webster	TX	77598	1					
1983 U. C. I.	519 Wisconsin	South Houston	TX	77587	1			1		
4 J's Services, Inc	1410 County Rd 63 / PO Box 646	Rosharon	TX	77583	1					
4L Construction Services	590 Longwood Lane	Conroe	TX	77302	1					
A & A Trucking, LLC	418 E. Texas Ave.	Baytown	TX	77520	1				1	
A & M Remediation & Dirtwork	P.O. Box 2452	Crystal Beach	TX	77650	1	1	1			
A. Demolition	P.O. Box 14711	Houston	TX	77021	1					
AAA Dumpsters, LLC	P.O. Box 357	Danbury	TX	77534	1					
AAM Contractors Unlimited LLC	233 3rd St	Brazoria	TX	77422	1	1				
AD Construction & Development	5512 Gulf Freeway	Houston	TX	77023	1					
ADCORP Sign Systems, LLC.	10965 Hwy 242	Conroe	TX	77385	1					
Affinity Professional Group, LLC.	13831 NW FWY Ste. 237	Houston	TX	77040	1	1			1	1
Affordable Land Services LLC	522 CR 105	Devers	TX	77538	1					
AG Excavation Construction, LLC	C/O 19931 Fort Davis Court	Katy	TX	77449	1					
AIMM Technologies, Inc.	801 Hwy 146 N	Texas City	TX	77590	1	1				
Algoa Construction	1340 Algoa Rd.	Alvin	TX	77511	1					
All In One Demolition Inc	10114 Hook Street	Houston	TX	77064	1					
All-In-One Services, LLC.	12115 English Brook Circle	Humble	TX	77346	1	1				1
Angel Padilla	4905 24th Street	Dickinson	TX	77518		1				
Apache Waste	5601 Loma Linda St	Houston	TX	77085	1					
APEC, LLC	1409 39th St	Galveston	TX	77550	1	1			1	
Archie Debris Removal Services	14619 Castle Cove Lane	Houston	TX	77044	1	1				
Argosy Barge Lines, LLC	4747 Bellaire Blvd, Suite 275	Bellaire	TX	77401						

2022 Houston – Galveston Regional TX Potential Subcontractors	Address	City	ST	Zip	SB	WO	VET	SDV	HUB	SOB
Arredondos Trucking	5045 Hauna Ln	Dickinson	TX	77539						
Ashtead Technology, Inc.	19407 Park Row, Ste. 170	Houston	TX	77084						
Astro Fence Company	410 North Loop 336 West	Conroe	TX	77301			1			
B N T Services, LLC.	51 Bird Farm Rd.	Huntsville	TX	77320	1					
B Smith Contractors Inc.	P.O. Box 38856	Houston	TX	77238					1	
Bane Machinery Houston LTD	505 Rankin Rd	Houston	TX	77073						
Base Construction	7555 FM 2004 Bldg 2	Hitchcock	TX	77563	1					
Bay Area Industrial Contractors, Ltd.	1606 Sens Rd	La Porte	TX	77571		1				
Bayside Equipment, Inc.	P.O. Box 1263	Anahuac	TX	77514						
Bayway Homes	P.O. Box 1477	Friendswood	TX	77546	1					
Better Land Company, LLC.	1720 Pampas Trail Dr	Friendswood	TX	77546	1					
Blue Collar Home Services-	1029 Hwy 6 North	Houston	TX	77079						1
Blue4Hire	PO Box 1574	Rosenburg	TX	77471						
Bob's Construction Co., Inc.	10862 Circle DR	Willis	TX	77318						
Boswell & Son Construction Services	20027 Indigo Lake DR	Magnolia	TX	77355	1	1			1	
Brayland Properties	6938 New York St.	Houston	TX	77021						1
Brazos Sand Supply Company	17127 CR 39	Rosharon	TX	77583	1					
BRH-Garver Construction LP	7600 S Santa Fe, Bldg A1-E	Houston	TX	77061						
Bruce Construction Management	2303 Legends Shore Dr	Spring	TX	77386						
BTLS (Beach Town Lawn Service)	23 Cozumel Cir	Galveston	TX	77554	1					
Bud Lee Services, LLC.	1400 North Fulton St.	Wharton	TX	77488	1					
C.R.S. Disaster Recovery	36111 Mildred Ln	Pinehurst	TX	77362						
C5 Construction, Inc.	13103 Lazy Ln	Willis	TX	77318	1					1
Callan Marine	P.O. Box 17017	Galveston Island	TX	77552	1					
Cameron Recycling	20939 Hwy 6	Manvel	TX	77578						
CAR Mobile Dustless Blasting	412 West Duncan	Alvin	TX	77511						
Cardinal Culinary Services	5950 FM 517 Rd	Alvin	TX	77511	1					
Cardinal Customized Services	5950 FM 517 Rd	Alvin	TX	77511	1					
Caron Services Inc.	17202 Butera RD	Magnolia	TX	77355	1					
Carr Construction Services	6341 Stewart Rd	Galveston	TX	77551	1					
Chaney Land Group	P.O. Box 533	Bacliff	TX	77518	1					
Chris Drake Construction	11438 Stidham Rd.	Conroe	TX	77302	1					
Chris Peters	12803 Brigham Lane	Sante Fe	TX	77517	1					
Cinco International Group	915 S. 8th, Ste B	La Porte	TX	77572	1	1			1	1
Clean Harbors Environmental Services	500 Independence Pkwy South	La Porte	TX	77571						
Clean Harbors Environmental Services	2204 Genoa Red Bluff	Houston	TX	77034						
CLM Equipment Company, Inc.	13727 East I-10	Baytown	TX	77523						
Clubb Equipment	20195 Heights Blvd	New Caney	TX	77357	1					
Clyde Vick Logging & Construction	13781 Old Texaco Camp Rd	Conroe	TX	77302			1			
CNY Trucking	1314 Cross Valley	Sugarland	TX	77479	1					
Coastal Maintenance (CMI)	PO Box 1933	Friendswood	TX	77549	1					
Coastal Safety & Environmental, Inc.	900 Anders Ln, Ste. 6	Kemah	TX	77565	1	1				1
Compacta Construction Inc.	9418 FM 2920	Tomball	TX	77375	1					
Corrigan Consulting, Inc.	12000 Aerospace Ave, Ste 450	Houston	TX	77034						
Cottonwood Debris Company	5443 Katy Hockley Cut Off	Katy	TX	77493						
Coyote Construction & Trucking	19696 Hastings Rd	Alvin	TX	77511			1			
CPHP Ventures	13911 Turning Spring Lane	Houston	TX	77044	1		1	1		1
CRG Unlimited	9950 Westpark Ste 290	Houston	TX	77063	1					
Cypress Landscape Services	3606 7 Mile Rd.	Galveston	TX	77554	1					
D&A Demolition	426 Croom Dr	Wharton	TX	77488	1					
Deneal and Company LLC	PO Box 846	Cleveland	TX	77328						
DFW Texas Builders, Inc.	4820 Pean Street, Unit O	Galveston	TX	77554	1					
Direct Waste Solutions	7718 VALLEY VIEW LN	Houston	TX	77074	1					
Dirt Cheap Mulch Company, Inc.	4460 FM 1960 E	Humble	TX	77346	1	1				
Disaster "R" Us	P.O. Box 7615	The Woodlands	TX	77387	1	1				1
Double J Land Clearing & Construction, Inc.	P.O. Box 7183	Conroe	TX	77306						
DP Woody's Construction, LP	17751 East FM 1097	Willis	TX	77378	1					
Dredgit Environmental	701 N. Post Oak, Ste. 350	Houston	TX	77024	1	1				
DSWoods Trucking Texas LLC	9711 S Mason Rd Ste 123 #128	Richmond	TX	77407		1			1	1
DTS Disaster Recovery	8218 Deer Lodge	Magnolia	TX	77354	1					
Durham Enterprise	7640 Belfort, Ste. B	Houston	TX	77061	1					1
Duty and Daughters, LLC	19901 Southwest Freeway Suite 103	Sugar Land	TX	77479	1	1				
Duty Construction Inc.	1507 Haddon St.	Houston	TX	77006	1					
Earthworx	4229 Spring Stuebner	Spring	TX	77389	1					
Effective Environmental, Inc.	2025 Turning Basin	Houston	TX	77029						

2022 Houston – Galveston Regional TX Potential Subcontractors	Address	City	ST	Zip	SB	WO	VET	SDV	HUB	SDB
Enviroteck	26623 Each Creek	New Caney	TX	77357	1	1				
Ernest Robinson	6309 Park Ave	Texas City	TX	77591		1				
ETLM Group, Inc.	9900 Westpark, Ste. 316	Houston	TX	77063	1	1				
Everglades Service Co, LLC	6023 Stewart Rd. #271	Galveston	TX	77551	1	1				
Exceptional Tractor Works LLC	P.O. Box 623	Angleton	TX	77516						
F & M Service	P.O. Box 3472	Galveston	TX	77550	1	1				1
Faulkner Land Clearing	10491 Rutherford Rd	Cleveland	TX	77328		1				
FCC Environmental	4415 Green Wood	Baytown	TX	77523						
FireHorse Procurement & Logistics, LLC	5177 Richmond Ave Suite 505	Houston	TX	77056	1					
First Command Emergency Response Team	PO Box 7056	Baytown	TX	77522						
Flamingo Gardens Inc.	814 East 61st. St	Galveston	TX	77551	1					
For Change By Change Construction Services	16985 West Forrestal	Montgomery	TX	77316	1		1			1
Fourteen Enterprises, Inc.	306 Priscilla Ct	Houston	TX	77015			1			
Franco's Trucking	11511 Sheridan	Houston	TX	77016	1					
Fransisco & Sandra Construction Hauling	5305 Farmer Rd.	Algoa	TX	77511	1					
Freedom Site Services, LLC.	1860 FM 359	Richmond	TX	77406	1					
FSH Services	98 Briar Meadow	Huntsville	TX	77320	1					
G - Force Media, Inc.	2551 South Shore Blvd	League City	TX	77573	1					
Garner Environmental Services	1717 W. 13th St	Deer Park	TX	77536						
Garner Paving & Construction, Ltd.	2123 Ave E	Danbury	TX	77534	1					
Globalize American Safety LLC	1923 Grand Willow Ln	Richmond	TX	77469					1	
GMI Construction	24980 Blackburn	Slendora	TX	77372	1	1				
Gonzalez Demolition and Dump Truck	11026 Edgebrook Dr	Texas city	TX	77591	1					
Got Junk	11020 Old Katy RD, Ste 202	Houston	TX	77043	1					
Gray Utility Service, LLC	PO Box 2099	Mont Belvieu	TX	77580	1					
Green Cares Lawn Care	26822 Prairie Lane	Katy	TX	77494	1					
GRG Commercial	9333 Bryant St	Houston	TX	77035						1
Grice & Grice	16502 Sun Valley Lane	Rosharon	TX	77583	1					
Grit Earthwork & Excavating, LLC.	27127 Ashley Hills Ct.	Fulshear	TX	77441						
Gulf Area TruckingCo	1408 WEST HARRIS AVE	PASADENA	TX	77506	1				1	1
Gulf Coast Environmental Services	4902 Shank RD	Pearland	TX	77581						
Gulf Coast Trucking	P.O. Box 5411	Katy	TX	77491						
Hagan Services	P.O. Box 350	Hardin	TX	77561	1					
Hansa Meyer Heavy Haul & Rigging USA, LLC.	8502 Miller Road 3	Houston	TX	77049						
Heron International, Inc.	6961 Highway 225	Deer Park	TX	77536	1					
Horizon Concrete, LLC	11250 West RD	Houston	TX	77377	1					
Hurricane Construction, Ltd.	774 FM 517	Alvin	TX	77511	1		1			
I.J. Greenworks	PO Box 93	Friendswood	TX	77549	1				1	
Impeckable Trucking	219 Overland Park Dr.	Houston	TX	77049	1					
Industrial Performance Services	1238 Center St	Deer Park	TX	77536	1					
Integrity Trade Services	9001 Airport Blvd. #602	Houston	TX	77062	1				1	
Ivy Homes, LLC.	4313 FM 2351, Ste. A	Friendswood	TX	77546	1					
J and J Tree Service	21246 Shonnon Cir	Montgomery	TX	77316		1				1
J. Williams Services, Inc.	PO Box 9799	Huntsville	TX	77340	1					
James Bonds Custom Land Clearing	26050 Brushy Creek Dr.	Hockley	TX	77407	1					
James Fisher Subsea Excavation	6421 Cunningham Rd	Houston	TX	77041						
Jason Logan Inc	4903 Fawndale Way	Baytown	TX	77521	1					
John 3:16 Trucking	2227 Laurel Birch	Houston	TX	77014	1					
Jones Group International	315 West Alabama #103	Houston	TX	77006	1					1
Joslin Construction	2218 Northpark DR, Suite 200	Kingwood	TX	77339						
Journeys Logistics & Transportation Mgmt.	16231 Charterstone Dr.	Houston	TX	77070	1	1				1
JRMO Transports	146 Main Bldg 7C	Lamarque	TX	77568	1					
JSI Houston Transfer Station	11028 Cordoba Dr.	Houston	TX	77088						
JTB Services, Inc.	9026 Lambright	Houston	TX	77075						
JTL&S Property Preservation	620 Holman St Unit A	LaMarque	TX	77568	1					
K & K Construction, Inc.	13757 FM 1097 East	Willis	TX	77378						
K.D. Services	20316 Clyde Rd.	New Caney	TX	77357	1					
Kenneth Sealy Trucking	5710 Jackson	Hitchcock	TX	77563						
Kingsley Constructors, Inc.	1544 Sawdust RD, Ste 200	The Woodlands	TX	77381						
Knight Contracting, Inc.	8902 Crestmont Dr.	Manvel	TX	77578	1					
L6 Partners, LLC	P.O. Box 1435	Anahuac	TX	77514	1					
LaBove & Icles Ventures, LLC.	8207 Mandalay Bay Dr.	Baytown	TX	77523	1					
Latinosi, LLC dba 1-800-GOT-JUNK?	9337B Katy Fwy, Ste. 213	Houston	TX	77024	1					
LGM Dirt Works	2535 BRDway St	San Leon	TX	77539	1					
M & M Protection, LLC.	11831 West Faimont Parkway	LaPorte	TX	77571	1					

2022 Houston – Galveston Regional TX Potential Subcontractors	Address	City	ST	Zip	BB	WO	VET	SDV	HUB	SDB
M&T Services, LLC.	PO Box 55447	Houston	TX	77255	1	1				
Mabe's Hauling	P.O. Box 1242	Santa Fe	TX	77510	1					
Maga Demolition	1020 Bay Area Blvd Suite 210	Houston	TX	77058	1					
Main Lane Industries, Ltd.	9201 Tavenor Ln	Houston	TX	77075	1					
Managed Response, Inc.	3040 Post Oak Blvd., Ste 1240	Houston	TX	77056	1					
Manchester Wright Construction	2801 Post Oak Blvd., Ste 190	Houston	TX	77056						
Master Excavating, LLC.	4575 Simsbrook Dr	Houston	TX	77045						
Maximum Scuba	2001 Bayport Blvd.	Seabrook	TX	77586	1					
McIlvain Enterprises Inc.	P.O. Box 757	Winnie	TX	77665						
Memphis Williams	451 Maxey Rd. Apt. 2102	Houston	TX	77013	1					
Metts Company	20440 Red Oak DR	Cleveland	TX	77328	1					
MIJA Enterprises	9826 Live Oak Ct	Manvel	TX	77578	1					
Mimbres Tree and Debris Hauling, LLC	11459 Queensboro Ct	Montgomery	TX	77316	1					
ML Cruze Investments LP	3347 Frick Rd	Houston	TX	77086	1					
Mountain Tarp/ Pioneer	12245 FM 529 Rd., Ste. D	Houston	TX	77041	1					
Moyas Cleaning	2002 Holton	Deer Park	TX	77536	1					
MTZ Trucking	P.O. Box 750213	Houston	TX	77275	1					
Native Services, Inc.	P.O. Box 1983	Friendswood	TX	77549	1					
New Masada Environmental, LLC.	9335 Sweetbush Drive	Houston	TX	77064	1					
Norman Bell's Concrete	PO Box 1390	Texas City	TX	77592	1					
Norwood Development	P.O. Box 14711	Houston	TX	77021						
Novus Wood Group LLP	6002 Debbielou Gardens Dr	Houston	TX	77034	1					
Oakley Construction	22010 Loop 494	New Caney	TX	77357						
Odessa Fluids, LLC	150 CR 20854	Liberty	TX	77575	1					
OFF Duty Services, Inc.	908 Ave D, A100	Katy	TX	77493						
Old School Equipment	25728 Hill & Dale Ave.	Splendora	TX	77372	1					
Pagan Construction	28040 Etta Oaks Ln	Splendora	TX	77372	1		1			
Pecos Environmental Services	P. O. Box 692322	Houston	TX	77269	1					
Peninsula Marine, Inc.	P.O. Box 14	Port Bolivar	TX	77650						
Perez Concrete Placers, LLC	2710 Galveston Ave.	Dickinson	TX	77539						
Phoenix Contracting, LLC	2662 County Rd 250	Weimar	TX	78962	1	1				
PL Consultants, LLC	21658 Chokeycherry Ave.	Porter	TX	77365	1		1	1	1	1
PMS Excavation, Inc.	22389 Acorn Valley	Spring	TX	77389						
Port Bolivar Management Co.	P.O. Box 95	Port Bolivar	TX	77650	1					
Porter Financial Group	16111 Porter Lane	Porter	TX	77365	1					1
Posik Group, LLC.	17310 Old Richmond Rd.	Sugarland	TX	77498	1		1			
PRC Environmental, Inc.	1149 Ellsworth Dr, Suite 345	Pasadena	TX	77503	1					
Precast of Houston, Inc.	11393 Sleepy Hollow rd	Conroe	TX	77385						
Precision Land Clearing	PO Box 802276	Houston	TX	77280	1					
Prime Demolition, LLC.	1120 NASA Pkwy., Ste. 430	Houston	TX	77058						
Primus Security & Consulting	7626 Bobbit Ln	Houston	TX	77055	1					1
Punch Logistics LLC	PO Box 682513	Houston	TX	77268	1	1				
Putnam Services, LLC	4404 5th St	Bacliff	TX	77518						
Questar Construction	701 N. Loop 336 E. Ste. 201	Conroe	TX	77301	1					
R & D Environmental Services	1610 Sheldon Rd.	Channelview	TX	77530		1				1
R. Middleton, Inc.	P.O. Box 1594	Montgomery	TX	77356						
Randy Roan Construction, Inc.	6052 N. FM 1486	Montgomery	TX	77356						
Rapid Environmental LLC	PO Box 687	Deer Park	TX	77536	1					
Rappid	502 W Montgomery St #412	Willis	TX	77378	1	1				
Reytec Construction Resources, Inc.	1901 Hollister St	Houston	TX	77080					1	
Rios Chemical Technologies, Inc	P.O. Box 6842	Katy	TX	77450		1				
RLN Industries, Inc.	7533 FM 2004	Hitchcock	TX	77563		1				
RMG Group, LLC	15503 Juniper Hollow Way	Cypress	TX	77433	1					
Rockworld Int.	1951 S. Pine Lake Rd	Montgomery	TX	77316	1					
Roy Maddoux	17577 1/2 Oak Hill	New Caney	TX	77357	1					
Ruckit Transport	1824 Spring St.	Houston	TX	77007	1					
Ryll International	1022 22nd Ave North	Texas City	TX	77590	1	1	1			
SADL Construction, Inc.	26119 I 45 N	Spring	TX	77380	1					
Sago Property Service	P.O. Box 2298	Friendswood	TX	77549						
Salutis Hauling, LLC	32327 Summer Park Lane	Conroe	TX	77385	1					
Sante Fe Sunrise Construction, LLC.	395 CR 142	Alvin	TX	77511	1					
ScrappMart Houston	6839 South Loop East	Houston	TX	77087	1					
Sellers and Sons Services LLC	109 Old Galveston Rd	Alvin	TX	77511						1
Site Services	230 22nd St.	San Leon	TX	77539	1					
Smash My Trash, LLC.	12620 FM 1960 West	Houston	TX	77065	1					

2022 Houston – Galveston Regional TX Potential Subcontractors	Address	City	ST	Zip	SB	WO	VET	SDV	HUB	SDB
Son-Way Agri. Products	P.O. Box 2505	Conroe	TX	77305						
SSIP Inc.	1066 Lakeview DR	Montgomery	TX	77356	1					
Stafford Disaster Relief	7261 Chasewood Dr.	Missouri City	TX	77489	1					
Steel Interests Group, LLC	P.O. Box 750906	Houston	TX	77275	1	1				
Strayhorn Trucking & Construction, LLC.	P.O. Box 1179	Crystal Beach	TX	77650						
Streams Construction	5214-D Eigel St	Houston	TX	77007	1					
Sun Coast Resources, Inc.	6922 Cavalcade St, Bldg 1	Houston	TX	77026					1	
Sunbelt Construction	9750 Tanner RD	Houston	TX	77041						
Super Universal Waste, LLC (dba U-Waste Recycling)	9048 Long Point Road	Houston	TX	77055	1	1	1			
Texas B&H Construction Group, Inc.	13810 Lakewater Dr.	Pearland	TX	77584	1		1			
Texas Landscape Products, Inc.	P.O. Box 139	Magnolia	TX	77353						
Texas TTL Inc.	10344 League Line RD	Conroe	TX	77304	1					
Thomas' Tractor Works	17114 Mustang Ln	New Caney	TX	77357	1					
Tinys Timber	1818 IH 10	Weimar	TX	78692	1					
TLC Engineering, Inc.	8204 Westglen DR	Houston	TX	77063	1				1	1
TMG	2951 Marina Bay DR Ste 130-337	League City	TX	77573	1		1	1		1
Tommy L. Baker	POB 236	Humble	TX	377338	1					
TORKE, LLC	5803 Vestavia	Houston	TX	77069	1					
TP Equipment Services	10733 Hwy 321	Dayton	TX	77535	1					
Traylor Bros., Inc.	P.O. Box 16257	Galveston	TX	77552						
Turner Construction	P.O. Box 506	Anahauc	TX	77514	1					
Turner Paving and Construction Inc.	10610 Tower Oaks Blvd.	Houston	TX	77070	1	1				
Unique Plumbing, Inc.	1414 S. Frazier # 108	Conroe	TX	77301	1				1	
United Civil Services, LLC	P.O. Box 131486	Houston	TX	77219	1			1		
United States Storm Recovery, USSR, Inc.	723 Main St Ste 703	Houston	TX	77002	1					1
UPI Builders LLC	5008 Fuqua St	Houston	TX	77048	1					
Velez Trucking Inc.	6623 Brightonfern Ln	Houston	TX	77049	1					1
Vemor Material & Equipment	435 Commerce St	Freeport	TX	77541	1					
W&F Cleaning & Hauling Services	10919 Capstone Dr.	Houston	TX	77088	1	1				
W.T. Byler Company, Inc.	15203 Lillia RD	Houston	TX	77060						
Warr Construction, Inc.	2931A Brundrett RD	Simonton	TX	77476	1					
Waste Masters TX	POB 1364	Manvel	TX	77578	1					
Wave Procurement & Logistics, LLC.	622 22nd Street #208	Galveston	TX	77550	1	1			1	
Wright Industrial Safety	2711 Ave. L	San Leon	TX	77539	1					
WWF Contractors	5850 San Felipe #500	Houston	TX	77057	1					1
X2 Services	6815 CR 42	Rosharon	TX	77583	1					

Prime / Major Subcontractors

CrowderGulf maintains full compliance with current procurement regulations, specifically **44 CFR 206.10** and **2 CFR 200.321**. Currently, we have subcontracts or Letters of Commitment with our Major Subcontractors listed below. Copies of the Letters of Commitment and consent to release Past Performance have been provided for the following subcontractors:

Summary of Major Subcontractor Activations for the past 10 Years with CrowderGulf, LLC

Subcontractor	Storm Event	Work Location	
ABC Hauling Services / RAL Services Corp. (Miami, FL) (HaulOuts) 29 Activations Master Subcontract # 16_915 7 Activations in TX	2021 Ida	St. John the Baptist Parish, LA	
	2021 May Flooding	Lake Charles, LA	Calcasieu Parish, LA
	2020 Laura	Lake Charles, LA Dequincy, LA West Lake, LA	Calcasieu Parish, LA Iowa, LA Vinton, LA
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2018 Michael	Bay Co, FL Jackson Co, FL Lynn Haven, FL	Panama City, FL Panama City Beach, FL
	2018 Florence	Duplin Co, NC	
	2017 Harvey	Aransas Co, TX Aransas Co, TX (PPDR)	Corpus Christi, TX San Patricio, TX
	2016 Matthew	Hilton Head Island, SC	Thunderbolt, GA
	2011 Tornado (MO)	Joplin, MO	
	2011 Irene	Dare Co, NC	
	2008 Ike	Bolivar Peninsula, TX League City, TX	Manvel, TX
	2005 Wilma	Ft. Lauderdale, FL	
Ault Enterprises LLC (Bark River, MI) (ROW Hauling, Waterway Debris Hauling) 12 Activations (Master # 16_794) 1 Activation in TX	2020 Zeta	Gulfport, MS	
	2020 Laura	Sulphur, LA	
	2018 Michael	FL Dept. of Enviro. Protection	Panama City, FL
	2018 Florence	Onslow Co, NC	Swansboro, NC
	2017 Irma	FL Dept. of Enviro. Protection	(Clay/Putnam, Duval, Volusia/Brevard)
	2017 Harvey	Corpus Christi, TX	
	2016 Matthew	FL Dept. of Enviro. Protection	Hilton Head Island, SC
Barnhart Debris Removal (Magnolia, AR) (PUSH, ROW Hauling, Site Work, HaulOuts, L&H, White Goods) 11 Activations Master Subcontract # 17_1217 1 Activation in TX	2021 Ida	Audubon Institute, LA	
	2020 Laura	Lake Charles, LA Iowa, LA	Calcasieu Parish, LA Vinton, LA
	2018 Michael	Apalachicola, FL Carrabelle, FL Franklin Co, FL	Panama City, FL Washington Co, FL
	2017 Harvey	Brazoria Co, TX	
Beeghly Tree (Somerset, PA) (ROW Hauling, L&H) 6 Activations Master Subcontract # 20_1871	2020 Zeta	Biloxi, MS	
	2020 Sally	AL DOT Baldwin Co, AL	Fairhope, AL Gulf Shores, AL
C & W Trucking, Inc (Winter Garden, FL) (HaulOuts) 16 Activations Master Subcontract # 17_1292 2 Activations in TX	2017 Irma	Casselberry, FL Lake Mary, FL Orlando, FL Sanford, FL	Edgewood, FL Lake Co, FL Polk Co, FL
	2017 Harvey	Brazoria Co, TX	Montgomery Co, TX
	2012 Tornado	Polk Co, FL	
	2008 T.S. Fay	Brevard Co, FL	
	2005 Wilma	Aventura, FL	West Palm Beach, FL
	2004 Charley, Frances, Jeanne	Brevard Co, FL Jupiter, FL	Orange Co, FL
Central MN Hardwood Sales, LLC	2017 Irma	Lake Co, FL	

Subcontractor	Storm Event	Work Location	
(St Peter, MN) (ROW , Stumps, PUSH) 9 Activations Master Subcontract # 17_1048 4 Activations in TX	2008 Ike	Bolivar, TX Galveston Co, TX	Montgomery Co, TX Tiki Island, TX
	2006 Noreaster	Erie Co, NY	
	2005 Wilma	Aventura, FL	Pembroke Pines, FL
	2005 Katrina	Pascagoula, MS	
Crooked River LLC (Trimble, MO) ROW Hauling 2 Activations Master Subcontract # 17_1039 1 Activation in TX	2018 Michael	Panama City, FL	
	2017 Harvey	Dickinson, TX	
DEH Disaster Recovery LLC (Ft. Valley, GA) (ROW Hauling, L&H, Stumps) 21 Activations Master Subcontract # 14_497 3 Activations in TX	2020 Sally	Baldwin Co, AL	Fairhope, AL
	2018 Michael	Decatur Co, GA	Bainbridge, GA
	2018 Florence	Bald Head Island, NC	Northwest, NC
		Bolivia, NC	Oak Island, NC
		Brunswick Co, NC	Shallotte, NC
		Caswell Beach, NC	Varnamtown, NC
		Leland, NC	
	2017 Harvey	Aransas Co, TX Corpus Christi, TX	Nueces Co, TX
Dawn Til Dusk Disaster LLC (Bethany, MO) (PUSH, ROW Hauling, Stumps, L & H, ROE Hauling, Beach/ Sand) 35 Activations Master Subcontract # 12_133 10 Activations in TX	2016 Matthew	Hilton Head Island, SC	
	2016 Hermine	Leon Co, FL	Tallahassee, FL
	2014 Ice Storm Pax	Berkeley Co, SC	Dorchester Co, SC
	2021 KY Tornado	Bowling Green, KY	Warren County, KY
	2021 Nicholas	Angleton, TX Brazoria Co, TX	Lake Jackson, TX
	2020 Zeta	Gulfport, MS	
	2020 Sally	Fairhope, AL	Orange Beach, AL
	2020 Laura	Lake Charles, LA West Lake, LA	Calcasieu Parish, LA
	2020 Tornado	Nashville, TN	
	2019 Imelda	Montgomery Co, TX	
	2018 Michael	Panama City, FL	
	2018 Florence	Duplin Co, NC	Jacksonville, NC
		Onslow Co, NC	
	2017 Harvey	Aransas Co, TX	Corpus Christi, TX
	2017 Mississippi Tornado	Hattiesburg, MS	
	2016 Matthew	Deltona, FL	
	2016 LA Flooding	Ouachita Parish, LA	
		Central, LA	
	2016 Texas Flooding / Misc	Montgomery Co, TX	Newton Co, TX
		Waller Co, TX	
	2015 SC Flooding	SCDOT	
	2014 Ulysses – Ice Storm	Greensboro, NC	
	2014 AL Tornado	ACCA – Blount Co, AL	
	2011 Irene	Dare Co, NC	Kitty Hawk, NC
		Kill Devil Hills, NC	Nags Head, NC
	2008 Ike	Montgomery Co, TX	
	2005 Katrina	Pascagoula, MS	
Dotson & Sons (Higbee, MO) (ROW Hauling, L & H, Stumps) 27 Activations	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
	2018 Michael	Bainbridge, GA	Panama City, FL
		Decatur Co, GA	
	2018 Florence	Holly Ridge, NC	Richlands, NC
		Onslow Co, NC	
	2017 Irma	Bonita Springs, FL	Lee Co., FL
	2017 Harvey	Aransas Co, TX	Montgomery Co, TX
		Corpus Christi, TX	San Patricio Co, TX
	2016 Matthew	Hilton Head Island, SC	
	2016 LA Flooding	Central, LA	

Subcontractor	Storm Event	Work Location
Master Subcontract # 16_725 4 Activations in TX	2006 Ice Storm	Erie Co, NY
	2005 Rita	Calcasieu Parish / Lake Charles, LA
	2005 Katrina	North Miami, FL Pascagoula, MS Wilton Manors, FL Pompano Beach, FL
	2004 Ivan	Escambia Co, FL
	2004 Charley, Frances, Jeanne	Lee Co, FL Orlando, FL Sanibel, FL
Four Points Recycling (Jacksonville, NC) (ROW Haul) 9 Activations Master Subcontract # 16_833	2018 Florence	Jacksonville, NC North Topsail Beach, NC Onslow Co, NC
	2017 Irma	Chatham Co, GA
	2016 Matthew	Currituck Co, NC Duplin Co, NC Rose Hill, NC Sunset Beach, NC Raleigh, NC
Four R Equipment / Coastline Energy Resources (Miramar, FL) (ROW Hauling, HaulOuts) 14 Activations Master Subcontract # 12_173 / 21_1880 3 Activations in TX	2021 Ida	Calcasieu Parish, LA Waterways
	2020 Laura	Calcasieu Parish, LA
	2018 Michael	Panama City, FL
	2017 Irma	Miami Springs, FL FL DEP Waterway Cleanup
	2016 Matthew	FL Dept. of Environmental Protection Edgewater, FL
	2016 Hermine	Tallahassee, FL
	2014 Pax (Ice Storm)	Dorchester Co, SC
	2011 Irene	Newport News, VA
	2008 Ike	Bolivar Peninsula Kemah, TX League City, TX
	2005 Wilma	Pembroke Pines, FL
Gaston / Wood Resource Recovery (Gainesville, FL) (PUSH, ROW Hauling, Stumps, L & H, DMS Grinding, HaulOuts) 20 Activations Master Subcontract #s 17_1468 / 20_1869	2020 Sally	AL DOT SW Region Baldwin Co, AL
	2020 Tornado	Volusia Co, FL
	2018 Michael	Bay Co, FL Panama City, FL Jackson Co, FL
	2017 Irma	FL DEP Waterway Cleanup Flagler Beach, FL Polk Co, FL Flagler County, FL Ormond Beach, FL St. Petersburg, FL Tarpon Springs
	2016 Matthew	Clay County, FL Flagler Beach, FL Flagler County, FL Orange Park, FL Ormond Beach, FL Palm Coast, FL
Gotus Trucking (Harrisville, PA) (ROW Hauling, L & H, Stumps) 23 activations Master Subcontract # 16_666 4 Activations in TX	2020 Zeta	Gulfport, MS
	2020 Laura	West Lake, LA Calcasieu Parish, LA
	2020 Isaias	Newport News, VA
	2020 Tornado	Nashville, TN Chattanooga, TN
	2019 Imelda	Montgomery Co, TX
	2019 Dorian	Dorchester Co, SC
	2018 Michael	Panama City, FL
	2018 Florence	Fayetteville, NC
	2017 Harvey	Aransas Co, TX Corpus Christi, TX Nueces Co, TX
	2016 Matthew	Chesapeake, VA Currituck Co, NC Fayetteville, NC Norfolk, VA Southern Shores, NC
	2016 LA Flooding	Central, LA
	2016 Tornado	Essex Co, VA
	2005 Wilma	Ft. Lauderdale, FL Wilton Manors, FL Lazy Lakes, FL
	2005 Katrina	Pembroke Pines, FL
Gulf Atlantic Construction & Marine (Grand Bay, AL) (DMS Site Work, HaulOuts, Sand, Dredging, Waterway, ROW Hauling)	2020 Sally	AL DOT SW Region Baldwin Co, AL Gulf Shores, AL Orange Beach, AL
	2020 Cristobal	Harrison Co, MS
	2018 Michael	Bay Co, FL Dauphin Island, AL Panama City, FL Mexico Beach, FL

Subcontractor	Storm Event	Work Location
13 Activations Master Subcontract# 17_1052 2 Activations in TX	2017 Irma	Lake Co, FL
	2017 Harvey	Baytown, TX
	2017 Nate	Dauphin Island, AL
Gulf Services (Theodore, AL) (PUSH, ROW Hauling, L&H, Stumps, Site Mgt, Ditch work, PPDR) 9 Activations Master Subcontract # 12_191	2021 Ida	St. John the Baptist Parish, LA
	2020 Laura	Lake Charles, LA
	2018 Michael	Bay Co, FL
H2 Construction LLC (Waverly, MO) (ROW hauling, L & H, Stumps) 8 Activations Master Subcontract # 14_219 2 Activations in TX	Lynn Haven, FL	Calcasieu Parish, LA Waterways
	2017 Harvey	League City, TX
	2017 Tornado	Hattiesburg, MS
	2016 Matthew	Liberty Co, GA
	2016 LA Flooding	Central, LA
	2014 Ice Storm Ulysses	Greensboro, NC
Hauling Away LLC (Mobile, AL) (PUSH, ROW Hauling, L&H, ROE Hauling, Stumps, Grinding, HaulOuts, Sand, Demo, Waterway Debris) 79 Activations Master Subcontract # 12_223 17 Activations in TX	2021 Ida	St. John the Baptist Parish, LA
	2020 Hanna & Beta	Texas General Land Office (GLO)
	2020 Zeta	Gulfport, MS
	2020 Sally	AL DOT SW Region
	2020 Laura	Lake Charles, LA
	2020 Cristobal	Dauphin Island, AL
	2020 Tornado	Nashville, TN
	2019 TX Tornado	Richardson, TX
	2019 Dorian	Dorchester Co, SC
	2019 Imelda	Montgomery Co, TX
	2018 Michael	Bay Co, FL
	2018 Florence	Jacksonville, NC
	2018 Florida Red Tide	Collier Co, FL
	2017 Irma	Collier Co, FL
	2017 Harvey	Aransas Co, TX
	2017 Maintenance	Corpus Christi, TX
	2017 T.S. Cindy	Dauphin Island, AL
	2016 Matthew	FL Dept. of Enviro. Protection
	2016 LA Flooding	Central, LA
	2016 Texas Flooding / Misc	Newton Co, TX
	2016 Maintenance	Corpus Christi, TX
	2016 Tornado	Rowlett, TX
	2015 Flooding-Alabama	AL DCNR, Baldwin Co, AL
	2015 SC Flooding	SCDOT
	2015 Demolition	Orange Beach, AL
	2015 Fish Kill	Orange Beach, AL
	2015 Texas Flooding / Misc	Blanco Co, TX
	2015 Severe Storm AL	Limestone Co, AL

Subcontractor	Storm Event	Work Location	
	2014 Tornado	Blount Co, AL	Limestone Co, AL
	2014 Maintenance	Corpus Christi, TX	
	2014 Pax (Ice Storm)	Dorchester Co, SC	Berkeley Co, SC
	2013 T.S. Andrea	Gulf Shores, AL	
	2012-2013 Sandy	NJ DEP	
	2012 Isaac	Biloxi, MS Dauphin Island, AL McComb, MS	Magnolia, MS Pascagoula, MS
	2012 Miscellaneous	The Nature Conservancy, AL	
	2012 Tornado	Motel 6 - Mobile, AL	
	2011 Irene	Rocky Mount, NC	
HDR Trucking LLC (Bamberg, SC) (PUSH, ROW Hauling, HaulOuts, L & H, Demo) 19 Activations Master Subcontract # 14_219	2020 Zeta	Harrison Co, MS	Gulfport, MS
	2018 Michael	Bay Co, FL Decatur Co, GA	Jackson Co, FL Bainbridge, GA
	2017 Irma	Brevard Co, FL Kissimmee, FL Lake Co, FL	Okeechobee Co, FL Polk Co, FL Sumter Co, FL
	2016 Matthew	Callawassie Island, SC Fripp Island, SC Hilton Head Island, SC	Hilton Head (POA) SC Windmill Harbour, SC
	2016 Hermine	Leon Co, FL	Tallahassee, FL
Jerry's Tree Service (Mims, FL) (ROW Hauling) 12 Activations Master Subcontract # 14_240 1 Activation in TX	2018 Florence	Onslow Co, NC	
	2017 Irma	Orange Co, FL	
	2016 Matthew	Flagler Co, FL	Flagler Beach, FL
	2016 Hermine	Leon Co, FL	
	2014 Ulysses - Ice Storm	Greensboro, NC	
	2012 FL Tornado	Republic Services - Polk Co, FL	
	2012 T.S. Beryl	Nassau Co, FL	
	2011 Irene	Manteo, NC	Nags Head, NC
	2008 Ike	Montgomery Co, TX	
	2008 Fay	Brevard Co, FL	
JTL & S Property Preservation (League City, TX) (ROW Hauling, L & H, White Goods, Freon Management) 23 Activations Master Subcontract # 17_1020 15 Activations in TX	2021 Ida	St. John the Baptist Parish, LA	
	2020 Laura	Dequincy, LA Lake Charles, LA West Lake, LA Vinton, LA	Calcasieu Parish, LA Iowa, LA Sulphur, LA
	2020 TX Winter Storm	Friendswood, TX	
	2020 Tree work	Galveston Co, TX	
	2019 Marine work	Clean Harbors	
	2019 Tornado	Montgomery Co, TX	
	2017 Harvey	Alvin, TX Brazoria Co, TX Dickinson, TX Clear Lake Shores, TX Friendswood, TX League City, TX	La Marque, TX Nassau Bay, TX Seabrook, TX Webster, TX West Columbia, TX
Lawn Rescue Plus (Miami, FL) (ROW Hauling, L & H, HaulOuts, Stumps) 34 Activations Master Subcontract # 16_743 1 Activation in TX	2021 Ida	St. John the Baptist Parish, LA	Audubon Institute, LA
	2020 Sally	Baldwin Co, AL	
	2020 Laura	Lake Charles, LA West Lake, LA Vinton, LA	Calcasieu Parish, LA West Calcasieu Port, LA Iowa, LA
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2018 Michael	FL Dept. of Enviro. Protection Lynn Haven, FL	Panama City, FL Parker, FL
	2018 Florence	Holly Ridge, NC Jacksonville, NC North Topsail Beach, NC	Onslow Co, NC Richlands, NC Swansboro, NC
	2017 Irma	Aventura, FL Brevard Co, FL	FL Dept. of Env. Protection Miami, FL

Subcontractor	Storm Event	Work Location	
		Cocoa Beach, FL	Miami Springs, FL
		Collier Co, FL	Sunny Isle Beach, FL
	2017 Harvey	Aransas Co, TX	
	2016 Matthew	Hilton Head Island, SC	Windmill Harbour POA, SC
	2016 Hermine	Leon County, FL	Tallahassee, FL
LCS Restoration Services LLC (Mobile, AL) (ROW Hauling, L&H) 4 Activation Master Subcontract#18_815	2020 Laura	Calcasieu Parish, LA DeQuincy, LA	Vinton, LA
	2018 Michael	Bay Co, FL	
McCombs Tree Service (Rockledge, FL) (ROW Hauling) 9 Activations Master Subcontract# 15_295	2021 Ida	Biloxi, MS Maintenance	
	2018 Florence	Onslow Co, NC	Swansboro, NC
	2016 Matthew	Brevard Co, FL	Cocoa Beach, FL
	2016 Hermine	Leon Co, FL	Tallahassee, FL
	2015 Winter Strom	Raleigh, NC	
	2012 TS Beryl	Nassau Bay, FL	
Michael's Tree Services (Memphis, TN) (ROW Hauling, L & H, DMS Site Work) 10 Activations Master Subcontract # 17_1042	2020 Sally	Fairhope, AL	AL DOT SW Region
	2018 Michael	Jackson Co, FL	
	2017 Irma	Lauderdale by the Sea, FL	Polk Co, FL
		Lazy Lakes, FL Plantation, FL	Sunrise, FL Tarpon Springs, FL Wilton Manors, FL
New Gen Environmental Group / Bil-Jim Construction (Toms River, NJ) (ROW Hauling, Dredging, Demo, Waterway) 12 Activations Master Subcontract # 17_1024 / 13_479 3 Activations in TX	2021 Ida	State of New Jersey	
	2020 Zeta	Gulfport, MS	
	2020 Laura	Calcasieu Parish, LA	
	2018 Michael	Bay Co, FL	Panama City, FL
	2017 Irma	FL Dept. of Enviro. Protection	
	2017 Harvey	Montgomery Co, TX Dickinson, TX	Port Arthur, TX
	2016 Matthew	Fayetteville, NC	Raleigh, NC
	201-13 Sandy	State of New Jersey	
ReclaimIt Enterprises (Greenville, TN) (PUSH, ROW Hauling, L & H, HaulOuts) 13 Activations Master Subcontract # 18_362	2020 Zeta	Audubon Institute, LA	
	2020 Delta	Iowa, LA	
	2020 Sally	Orange Beach, AL Spanish Fort, AL	Gulf Shores, AL
	2020 Laura	Lake Charles, LA Sulphur, LA	Calcasieu Parish, LA
	2018 Michael	Jackson Co, FL	Panama City, FL
		Lynn Haven, FL	Parker, FL
	2011 Irene	James City Co, VA	
S. St. George Enterprises (Fredonia, NY) (PUSH, ROW Hauling, L&H, Grinding, Stumps, HaulOuts, Site Work) 68 Activations Master Subcontract # 13_376	2020 Zeta	Gulfport, MS	Harrison Co, MS
	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2018 Michael	Bay Co, FL	Panama City, FL
		Jackson Co, FL	Panama City Beach, FL
		Lynn Haven, FL	Bainbridge, GA
		Decatur Co, GA	
	2018 Florence	Brunswick Co, NC	Onslow Co, NC
		Bolivia, NC	Jacksonville, NC
		Caswell Beach, NC	Duplin Co, NC
		Leland, NC	Richlands, NC
		Holly Ridge, NC	Oak Island, NC
		Sandy Creek, NC	Northwest, NC
		Navassa, NC	Shallotte, NC Varnamtown, NC
		Swansboro, NC	
	2017 Irma	Bonita Springs, FL Edgewater, FL	Okeechobee Co, FL Orlando, FL

Subcontractor	Storm Event	Work Location	
3 Activations in TX		Flagler Co, FL Lake Mary, FL Lake Co, FL Lee Co, FL	Ormond Beach, FL Sanford, FL Sarasota Co, FL St. Petersburg, FL Sumter Co, FL
	2017 Harvey	Aransas Co, TX San Patricio Co, TX	Corpus Christi, TX
	2016 Matthew	Hilton Head Island, SC Windmill Harbor POA, SC	Long Cove POA, SC Norfolk, VA
	2014 AL Tornado	ACCA- Blount Co, AL	
	2014 Pax – Ice Storm	Berkeley Co, SC	Dorchester Co, SC
	2011 Irene	James City Co, VA York Co, VA	Newport News, VA Rocky Mount, NC
	2005 Dennis	Bay Co, FL	Destin, FL
	2005 Wilma	Ft. Lauderdale, FL	West Palm Beach, FL
	2005 Rita	Calcasieu Parish / Lake Charles, LA	
	2005 Katrina	Aventura, FL Daphne, AL Lazy Lakes, FL	Pascagoula, MS Pompano Beach, FL Wilton Manors, FL
	2004 Ivan	Escambia Co, FL	Walton Co, FL
Statewide Tub Grinding/ WLW (Apopka, FL) (PUSH, ROW Hauling, Stumps, HaulOuts) 16 Activations Master Subcontract # 15_616 4 Activations in TX	2018 Michael	Apalachicola, FL Franklin Co, FL	Carrabelle, FL Parker, FL
	2017 Irma	Fort Myers, FL Lake Co., FL	Lee Co., FL Sanibel, FL
	2016 Matthew	Brevard Co, FL Ormond Beach, FL	Cocoa Beach, FL
	2008 Ike	Galveston Co, TX La Marque, TX	Texas City, TX Tiki Island, TX
	2005 Wilma	Ft. Lauderdale, FL	
Steadfast Services / Slick Machines (Cumplings, GA) (ROW Hauling, Site Grinding, HaulOuts, Sand, Concrete) 4 Activations Master Subcontract# 17_1031 3 Activations in TX	2017 Harvey	Port Arthur, TX	
	2011 Deep Water Horizon Oil Spill	Obrien's BP Oil Spill AL	
	2008 Ike	Bolivar, TX	TX GLO
Total Urban Forestry, LLC (Ocala, FL) (PUSH, ROW Hauling, DMS Site Work, Stumps, L & H) 11 Activations Master Subcontract # 16_780	2020 Zeta	Harrison Co, MS Gulfport, MS	Wiggins, MS
	2020 Sally	Okaloosa Co, FL	
	2018 Michael	Jackson Co, FL	
	2017 Irma	Ocala, FL St. Petersburg, FL	Tarpon Springs, FL The Villages
	2016 Matthew	Flagler Co, FL	Palm Coast, FL
Waterfront Recovery LLC (Rockledge, FL) Waterway Debris 3 Activations Master Subcontract # 17_966	2018 Michael	FL Dept. Of Enviro. Protection	
	2017 Irma	FL Dept. Of Enviro. Protection	
	2016 Matthew	FL Dept. Of Enviro. Protection	
	2020 Zeta	Pascagoula, MS	Jackson Co, MS
	2020 Sally	Atmore, AL AL DOT SW Region Bay Minette, AL	Baldwin Co, AL Orange Beach, AL
	2020 Laura	Alexandria, LA	
	2020 Tornado	Nashville, TN	
	2018 Michael	Parker, FL	

Subcontractor	Storm Event	Work Location	
Zehendner Disaster Relief (Princeton, MO) (PUSH, ROW hauling, L & H, Stumps, Haul/Outs, Beach Sand, Demo) 90 Activations Master Subcontract # 12_470 16 Activations in TX	2018 Florence	Bolivia, NC Brunswick Co, NC Caswell Beach, NC Leland, NC Navassa, NC	Northwest, NC Oak Island, NC Sandy Creek, NC Shallotte, NC Varnamtown, NC
	2017 Irma	Bonita Springs, FL Estero Village, FL FL DEP	Fort Myers, Lee Co, FL
	2016 Matthew	Berkeley Co, SC Brevard Co, FL FL Dept. of Environmental Protection Garden City, GA	Hilton Head Island, SC Long Cove POA, SC Thunderbolt, GA
	2014 Tornado	ACCA – Blount Co, AL / DeKalb Co, AL	
	2014 Pax (Ice Storm)	Dorchester Co, SC	Berkeley Co, SC
	2012-2013 Sandy	NJ DEP – Land and Water	
	2012 Isaac	Biloxi, MS Magnolia, MS	McComb, MS Pascagoula, MS
	2011 Tornado (AL)	Walker Co, P & J	
	2011 Irene	Edenton, NC Edgecombe Co, NC James City Co, VA York Co, VA	Robersonville, NC Rocky Mount, NC Williamston, NC NCDOT – Various
	2011 Tornado (MO)	Joplin, MO	
	2010 BP Oil Spill	Alabama Coast	
	2008 Ike	Alvin, TX Bayou Vista, TX Bolivar Peninsula, TX Brookside Village, TX Clear Lake Shores, TX Galveston Canals, TX Galveston Co, TX Kemah, TX	La Marque, TX Manvel, TX Pearland, TX Sante Fe, TX Texas City, TX Tiki Island, TX TX GLO Sand Texas GLO – Henderson Hole
	2006 Ice Storm	Erie Co, NY	
	2005 Wilma	Ft. Lauderdale, FL Lee Co, FL Pembroke Pines, FL	West Palm Beach, FL Wilton Manors, FL
	2005 Rita	Calcasieu Parish, Lake Charles, LA	
	2005 Katrina	Baldwin Co, AL Gulf Shores, AL Orange Beach, AL	Pascagoula, MS Biloxi, MS Gulfport, MS
	2005 Dennis	Atmore, AL Flomaton, AL Baldwin Co, AL	Destin, FL Walton Co, FL
	2004 Ivan	Baldwin Co, AL	
	2004 Charley, Frances, Jeanne	Lee Co, FL	

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a resident bidder of Texas as defined in HB 620.
(Company Name)

Signature _____

Print Name _____

I certify that CrowderGulf, LLC. is a Nonresident bidder as defined in HB 620
(Company Name)

and our principal place of business is Mobile, AL.
(City and State)

Signature Ashley Ramsay-Naile

Print Name Ashley Ramsay-Naile

Please note that CrowderGulf does have a local Texas office: 11190 Circle Drive, Suite 109A Austin, TX 78736

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Bid	Reason
	<u>CrowderGulf is not taking any exceptions at this time.</u>	

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Firm CrowderGulf, LLC.

Agent

Ashley Ramsay-Naile
Ashley Ramsay-Naile

CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

1. Availability to perform: Please see Tab B. Qualifications - Key Personnel; CrowderGulf's Equipment List
has been provided in Tab G. Appendix.

(Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

2. Equipment and operational items:
Please see Tab G. Appendix for our Equipment List.

(Identify by quantity and type any equipment/assets allocated to contract performance)

3. Personnel: Please see Tab B. Qualifications - Key Personnel;

(Identify by quantity and category any personnel assigned to contract performance)

4. Other Resources: Please see Tab B. Qualifications - Resumes for all personnel.

(Identify any other resources to be allocated to complete contract performance)

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#). The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. **The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.**

Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. The person filing the 1295 needs to complete an “unsworn declaration”.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) serves as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity. Subsection (c) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

“Intermediary”, for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

The law has been amended beginning January 1, 2018. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education
- A contract related to health and human services if:

- The value of the contract cannot be determined at the time the contract is executed; and
 - Any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2021-767487

Date Filed:
06/16/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CrowderGulf LLC
Mobile, AL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brazoria County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

18-54
Disaster Recovery

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ramsay, Lyman M.	Mobile, AL United States	X	
	Ramsay-Naile, Ashley	Mobile, AL United States	X	

SAMPLE

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ashley Ramsay-Naile, and my date of birth is [REDACTED]

My address is 5629 Commerce Blvd E, Mobile, AL, 36619, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Mobile County, State of Alabama, on the 16th day of June, 20 21.
(month) (year)

Ashley Ramsay-Naile
Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

CrowderGulf, LLC.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Not Applicable

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

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

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Ashley Ramsay-Noble
Signature of vendor doing business with the government entity

6/9/22
Date

ATTACHMENT A

PROCUREMENT FEDERAL REQUIREMENTS

There are no bonding requirements for this RFP. The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by the Subrecipient which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with the Subrecipient are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or City of Friendswood, all contracts made by the Subrecipient under the Federal award shall contain provisions covering the following, as applicable.

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1. Access to Records
2. Affirmative Socioeconomic Steps
3. Byrd Anti-Lobbying Agreement
4. Clean Air Act & Federal Water Pollution Control Act
5. Compliance with Federal Law, Regulations, and Executive Orders
6. Contract Work Hours and Safety Standards Act
7. Debarment and Suspension
8. Department of Homeland Security Seal, Logo, and Flags
9. Domestic Preferences for Procurement
10. Energy Efficiency
11. Hold Harmless Agreement
12. No Obligation by Federal Government
13. Potential Conflicts of Interest
14. Procurement of Recovered Materials
15. Program Fraud and False or Fraudulent Statements or Related Acts
16. Prohibition of Contracting for Covered Telecommunications Equipment or Services
17. Termination for Cause & Convenience
18. Whistleblower Protection Act

1. ACCESS TO RECORDS (Disaster Recovery Reform Act of 2018)

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the City of Friendswood, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the City of Friendswood and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

These affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching <https://comptroller.texas.gov/purchasing/vendor/hub/>

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

3. BYRD ANTI-LOBBYING AGREEMENT 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

4. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate [Environmental Protection Agency Regional Office](#).
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate [Environmental Protection Agency Regional Office](#).
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. §§ 3701-3708; and 2 C.F.R. Appendix II to Part 200 (E))

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime Requirements* – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The City of Friendswood shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these

clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

7. DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the State of Texas and the City of Friendswood. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Texas and the City of Friendswood, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

9. DOMESTIC PREFERENCE FOR PROCUREMENT (2 C.F.R. § 200.322)

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 C.F.R. 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

11. HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless the Subrecipient and/or The City of Friendswood from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this solicitation, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this solicitation. Certification of such coverage must be provided to the Subrecipient upon request.

12. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

13. POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 C.F.R. 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the *Conflict of Interest Questionnaire* (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the City to disclose any gifts valued in excess of \$100 given to any City Official or the City Official's family member, or employment of any City Official or the City Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Friendswood City Secretary's Office. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a response for services on a Subrecipient project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited response, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the Subrecipient or City of Friendswood.

14. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.323)

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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (31 U.S.C. 3801 et seq.)

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

16. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and

telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
(b) Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

17. TERMINATION FOR CAUSE & CONVENIENCE (2 C.F.R. Appendix II to Part 200 (A) and (B))

Pursuant to 2 C.F.R. Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 C.F.R. Appendix II to Part 200 (B), all contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. The Subrecipient shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, the Subrecipient may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by City related to this default. Such termination is in addition to and not in lieu of any other remedies that the Subrecipient may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. The Subrecipient may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. The Subrecipient and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the City or the State of Texas of the right to seek redress in a court of law.

18. WHISTLEBLOWER PROTECTION ACT

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

**ATTACHMENT B
CERTIFICATION REGARDING LOBBYING**

(Required for each Contract exceeding \$100,000)

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Contractors are required to complete **Form SF-LLL - Disclosure of Lobbying Activities** to disclose lobbying activities pursuant to 31 U.S.C. 1352.

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

Ashley Ramsay-Naile, President

Print Name and Title of Contractor's Authorized Official



Signature of Contractor's Authorized Official

06/09/2022

Date

CERTIFICATION REGARDING LOBBYING

1. Type of Federal Action: ☒ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☒ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☒ a. initial filing ☐ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier If Known: _____ Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: _____		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure		Signature <u></u> Print Name <u>Ashley Ramsay-Naile</u> Title <u>President</u> Telephone No. <u>800-992-6207</u> Date: <u>06/09/22</u>
Federal Use Only		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

CrowderGulf does not have any lobbying activities to report at this time.

ATTACHMENT C
CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

The undersigned [Contractor] certifies, to the best of his or her knowledge that CrowderGulf, LLC., Contractor company or legal entity understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed herein, and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. **Contractor must initial by each regulatory requirement and sign below.**

- | | | |
|------------|----|---|
| <u>ARN</u> | 1 | Access to Records |
| <u>ARN</u> | 2 | Byrd Anti-Lobbying Agreement |
| <u>ARN</u> | 3 | Clean Air Act & Federal Water Pollution Control Act |
| <u>ARN</u> | 4 | Compliance with Federal Law, Regulations, and Executive Orders |
| <u>ARN</u> | 5 | Contract Work Hours and Safety Standards Act |
| <u>ARN</u> | 6 | Debarment and Suspension |
| <u>ARN</u> | 7 | Department of Homeland Security Seal, Logo, and Flags |
| <u>ARN</u> | 8 | Domestic Preferences for Procurement |
| <u>ARN</u> | 9 | Energy Efficiency |
| <u>ARN</u> | 10 | Hold Harmless Agreement |
| <u>ARN</u> | 11 | No Obligation by Federal Government |
| <u>ARN</u> | 12 | Affirmative Socioeconomic Steps |
| <u>ARN</u> | 13 | Potential Conflicts of Interest |
| <u>ARN</u> | 14 | Procurement of Recovered Materials |
| <u>ARN</u> | 15 | Program Fraud and False or Fraudulent Statements or Related Acts |
| <u>ARN</u> | 16 | Prohibition on Contracting for Covered Telecommunications Equipment or Services |
| <u>ARN</u> | 17 | Termination for Cause & Convenience |
| <u>ARN</u> | 18 | Whistleblower Protection Act |

If requested by City of Friendswood and/or the Subrecipient, Contractor agrees to provide their policy and/or documentation verifying compliance with each of the above listed regulatory requirements.

Ashley Ramsay-Naile, President

Print Name and Title of Contractor's Authorized Official

Ashley Ramsay-Naile

Signature of Contractor's Authorized Official

06/09/2022

Date

**Debris Removal
For the City of Friendswood
RFP 2022-13**

Response to Questions Submitted by Interested Parties

Question Submittal Date: 25 May 2022

- Who is responsible for disposal fees?
 - The proposer is responsible for identifying a final disposal site and paying disposal fees.

Question Submittal Date: 1 June 2022

- What was the last disaster event that impacted the City, causing the activation of the previous contract for these services? How many cubic yards of debris were collected due to the impact?
 - February 2021, Severe Winter Weather. 1,850 cubic yards.
- Could you please provide the previous or current contract pricing for the requested services?
 - No.
- How long will the term of the resulting contract be?
 - Initial contract will be 3 years, with the possibility of 1, 1-year extension.
- Does the City currently have a contract in place with a third-party Monitoring firm? If so, could you please provide the name(s)?
 - Yes, Tetra Tech and TLC.
- Will the City be paying any disposal fees directly, or will the Contractor need to pay the disposal fees and bill them back to the City at cost?
 - The proposer is responsible for identifying a final disposal site and paying disposal fees.
- Regarding the Pricing evaluation, does the City intend to add up all unit price line items to get a total figure to compare against other proposers? Or will there be estimated quantities assigned to calculate a total extended price? If quantities are going to be assigned, what will they be?
 - Proposals will be evaluated as delineated in the RFP. No estimated quantities for personnel will be assigned.
- Attachment D – Pricing and Fees, request a rate and an extension cost; however, there are no multipliers to calculate the extension cost. Are we to restate our rate provided for each line item as the extension cost?
 - Yes.
- Does the City currently have any TDSRS locations set aside for use? If the answer is yes, could you provide the site's location (s)?
 - No.
- Does the City have a preferred final disposal destination for debris that cannot be recycled?
 - No.

- Are you able to provide the names and titles of the evaluation committee members?
 - No.
- Does the City have a preferred method of vegetation debris reduction, grinding, open-air burning, or air curtain incineration? How has disaster debris been reduced after past events?
 - The City prefers grinding to other methods. However, the specifics of an incident may indicate other methods as better options.
 - Debris has been reduced by various methods at final disposal site by contractor.
- Section II Submittal Process states that two electronic copies on CD or flash drive are to be submitted; however, later on in the same section, each copy of the response shall be bound using a semi-permanent binding method. Does this mean we are also to submit our proposal in hard copy as well?
 - Submit two electronic copies on CD or flash drive. Please ignore directions on binding in Section II.
- How will proposers be notified of the intent to award the contract(s)?
 - Proposers will be notified via contact information provided in the proposal.
- Please confirm if the scope of work for white good removal includes the removal and disposal of any putrescent food from refrigerators or freezers.
 - White good removal and disposal does include any putrescent food.
- Does the City own any self-loading grapple trucks, and how many, if the answer is yes?
 - No.
- Will this contract be used to perform services on any state roads within the City instead of the TX DOT performing those services?
 - It is possible, based on the specifics of the incident. This will be explicitly communicated during debris coordination meetings.

Question submittal date: 6 JUNE 2022

- RFP states that the contractor is to pay for the disposal fees. Is the contractor then able to invoice the City for those the disposal fees at cost, with no markup, to the City since they are a eligible for FEMA reimbursement?
 - Yes.



Office of the Secretary of State

Certificate of Fact

The undersigned, as Deputy Secretary of State of Texas, does hereby certify that the document, Application for Registration for CrowderGulf, LLC (file number 801557137), a ALABAMA, USA, Foreign Limited Liability Company (LLC), was filed in this office on February 27, 2012.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on June 07, 2021.



A handwritten signature in black ink, appearing to read "Jose A. Esparza".

Jose A. Esparza
Deputy Secretary of State



125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

May 26, 2022

CROWDERGULF, LLC
5629 COMMERCE BLVD. EAST
MOBILE, AL. 36619

RE: TxDOT Vendor Number 15590

Dear Contractor:

Your Confidential Questionnaire is satisfactory and qualifies you to bid on Projects let by the Texas Department of Transportation (TxDOT) from the date of this letter through December 31, 2022.

Your bidding capacity has been set at \$2,995,061,000.00. You may request and receive bidding proposals for projects on which the engineer's estimate does not exceed your bidding capacity less any uncompleted work currently under contract with TxDOT.

If we may be of further assistance, please contact our Pre-qualification Branch at 512/416-2584.

Sincerely,

Greg Williams
Director, Letting Management Section
Construction Division

OUR VALUES: People • Accountability • Trust • Honesty
OUR MISSION: Connecting You With Texas

An Equal Opportunity Employer



F. References



*2008 Hurricane Ike
Bolivar, TX*

**City of Friendswood, TX
RFP 2022-13 Debris Removal Services**

F. References

- 1. Client:** Calcasieu Parish, LA **Population: 202,445**
Address: 1015 Pithon St, 4th Floor, Lake Charles, LA 70602
Contact: **Allen Wainwright**, Public Works Operations Manager, 337-721-3700, awainwright@calcasieuparish.gov
Project Title: **2021 Flooding & Severe Storms** (06/07/2021-08/04/2021)
 - Removed & Disposed: Vegetation, C&D, Mulch, White Goods, Refrigerator Contents, E-waste
 - Reduced by Compacting & Grinding
 - 3 Sites**2021 Tornado** (11/30/2021-12/04/2021)
 - Removed & disposed C&D debris direct to final disposal**2020 Hurricane Laura** (08/2020-09/2/2021)
 - Removed & Disposed: vegetation, C&D, Mulch, Hangers, Leaners, Stumps, White Goods, Refrigerator Contents
 - Reduced by Grinding, Burning & Compacting
 - 12 Sites
 - **Laterals Project (10/8/2021-Ongoing)**
Removed & Disposed: vegetation, C&D with land based and water based equipment in canals and waterways**2008 Hurricane Ike** (9/2008-10/2008)
 - Removed & Disposed: vegetation, C&D**2005 Hurricane Rita** – Subcontractor for Ceres (USACE) (9/2005-8/2006)
 - Removed & Disposed: vegetation, C&D, ash, mulch, white goods (44,432), e-goods (2,484), leaners (9,698) /hangers (26,741), stumps (5,333), small engines (110)
 - Reduced by burning & grinding (14 disposal sites)
 - Special Projects: Surveyed houses for asbestos demo & proper disposal of asbestos

Contract Value:	CY Recovered & Reduced:
Flood \$222,312	14,027
Tornado \$28,960	1,679
Laura \$132,554,091	6,955,974
Laura Laterals \$21,579,943+	288,685+
Ike \$78,350	7,891
Rita \$81,506,090	9,463,080
- 2. Client:** St John The Baptist Parish, LA **Population: 20,278 / Calcasieu Parish**
Address: 1801 W Airline Hwy, LaPlace, LA 70068
Contact: **Jaclyn Hotard, Parish President** Ofc: 985-652-6569 ext 1244 Fax: 985-652-7527 j.hotard@stjohn-la.gov
Peter Montz, 985-652-9569 ext 1171, p.montz@stjohn-la.gov
Project Title: **2021 Hurricane Ida** (09/06/2021-Ongoing)
 - Removed & Disposed: vegetation, C&D, Mulch, Compacted C&D, Hangers, Leaners, Stumps & White Goods, HHW, E-waste, Refrigerator Contents
 - Provided portable showers / Event Restrooms for volunteer services**2016 LA Flooding** (02/26/2016-03/06/2016)
 - Reduced by Grinding & Compacting

Contract Value:	CY Recovered & Reduced:
Ida \$23,841,877	1,481,794
Flooding \$7,574	Lump Sum
- 3. Client:** Aransas County, TX **POP: 25,721**
Address: 301 N. Live Oak Street, Rockport, TX 78382
Contact: **Valerie Gonzalez**, Dir. Environmental Health Ofc: 361-790-0121 Cell: 956-330-6322 vgonzalez@aransascounty.org
Rick McLester, Emergency Management Coordinator, 361-790-0100, mclester@aransascounty.org
2017 Hurricane Harvey (9/5/2017 – 06/05/2018)
 - Removed & disposed of vegetation, C&D, C&D compacted, mulch, leaners/hangers (14,938 trees), white goods (6,039) and HHW (22,760 lbs)
 - Reduction by grinding (3 - sites)

Contract Value:	CY Recovered & Reduced:
Harvey \$33,521,254	3,242,505
- 4. Client:** Duplin County, NC **Population: 48,515**
Address: 209 Seminary Street Kenansville, NC 28349
Contact: **Chris Vernon**, Emergency Management Director, 910-296-2160 / 910-271-2772 chris.vernon@duplincountync.com
Project Title: **2018 Hurricane Florence** (10/01/2018-12/11/2018)
 - Removed & Disposed: vegetation, White Goods, HHW.
 - Reduced by grinding and C&D Compaction

Contract Value:	CY Recovered & Reduced:
Florence \$2,682,013	190,032

5. **Client:** Baldwin County, AL **Population:** 212,628
Address: 22070 Hwy 59, Central Annex II 3rd & 4th floor, Robertsdale, AL 36567
Contact: Terri Graham, Solid Waste, 251-972-6878, TGraham@baldwincountyal.gov
 Joey Nunnally, Pre-Construction Manager, Public Works, 251-972-8557, jnunnally@baldwincountyal.gov
Project Title: 2020 Hurricane Sally (09/2020-04/07/2021)
 ▪ Removed & Disposed: vegetation, C&D, Compacted C&D, Mulch, Hangers, Leaners, White Goods and E-Waste.
 Reduction by grinding and C&D Compaction.
 2014 Severe Storms, Flooding & Tornados (5/2014)
 ▪ Removed & Disposed: vegetation
 2010 BP Oil Spill (5/2010-7/2010)
 ▪ Implemented proactive measures to contain oil spill by providing & installing containment
 & absorbent boom along the Coastal Waters of Baldwin County
 2005 Hurricane Katrina (9/2005-3/2006)
 ▪ Removed & Disposed: vegetation, C&D, concrete, reduced by grinding
 2005 Hurricane Dennis (7/2005-8/2005)
 ▪ Removed & Disposed: vegetation, C&D, concrete, reduced by grinding
 2004 Hurricane Ivan (9/2004-4/2005)
 ▪ Removed & Disposed: vegetation, concrete, stumps
 ▪ Reduced by burning
- | Contract Value: | CY Recovered & Reduced: |
|------------------------|-------------------------|
| Sally \$61,443,088 | 5,656,293 |
| Severe Storms \$12,897 | 1,066 |
| BP Oil \$4,280,107 | Lump Sum |
| Katrina \$3,748,310 | 309,998 |
| Dennis \$564,552 | 44,563 |
| Ivan \$33,164,762 | 1,967,622 |
6. **Client:** City of Westlake, LA **Population:** 4,618 / Calcasieu Parish
Address: 1001 Mulberry St, West Lake, LA 70669
Contact: Mayor Robert 'Bob' Hardey 337-532-2757 mayor@cityofwestlake.com
 Dan W. Cupit, Mayor, 337-433-0691, drcupit@prodigy.net
Project Title: 2020 Hurricane Laura (09/03/2020-03/13/2021)
 ▪ Removed & Disposed: vegetation, C&D, Mulch, Hangers & Leaners
 ▪ Reduced by Grinding & Compacting
 2008 Hurricane Ike (9/2008-10/2008)
 ▪ Removed & Disposed: vegetation, C&D
- | Contract Value: | CY Recovered & Reduced: |
|-------------------|-------------------------|
| Laura \$5,715,701 | 315,301 |
| Ike \$23,737 | 2,550 |
7. **Client:** City of Panama City, FL **POP:** 36,986 / Bay County
Address: 9 Harrison Ave, Panama City, FL 32402
Contact: Shane Daugherty Solid Waste Superintendent, 850-872-3172 Ofc. 850-814-5396 cell,
sdaugherty@panamacity.gov
Project Title: 2018 Hurricane Michael (10/2018-09/15/2020)
 ▪ PUSH Operations
 ▪ Removed & Disposed: vegetation, C&D, C&D Compaction, L&H, Stumps
 ▪ Special Projects – Right of Entry and Private Property Debris Removal Operations / Waterway, Drainage
 Ditches, Cemeteries, Parks
 ▪ Provided satellite phones
 ▪ Reduction by Grinding
 2004 Hurricane Ivan (9/2004-10/2004)
 ▪ Removed & Disposed: vegetation, C&D, Stumps (12)
 ▪ Reduced by burning
 ▪ Provided generators
 1995 Hurricane Opal
 ▪ Removed & Disposed: vegetation, C&D
 ▪ Reduced by grinding
- | Contract Value: | CY Recovered & Reduced: |
|----------------------|-------------------------|
| Michael \$81,636,958 | 3,950,059 |
| Ivan \$264,161 | 22,165 |
| Opal \$2,000,000 | 300,000 |

Reference Letters have been submitted in G. Appendix.



G. Appendix



*2008 Hurricane Ike
Bolivar, TX*

**City of Friendswood, TX
RFP 2022-13 Debris Removal Services**

G. Appendix

Sample Truck Certification Form



Truck / Equipment Certification Form

Note: Complete safety/registration checklist first, if any of the answers are no, do not certify the truck/equipment.

Critical Certification Information

Assigned Truck Number: : 00100
Client Code

SubContractor: _____

License Plate Number: _____ State: _____

Driver's Name: _____ Ph #: _____

Measured by: _____

Registration Checklist

- Does the driver have a valid driver's license?
Yes ☐ No ☐
- Does the vehicle have current registration and insurance?
Yes ☐ No ☐
- Does the vehicle meet all necessary safety requirements per safety checklist?
Yes ☐ No ☐
- Does the vehicle have a suitable tailgate?
Yes ☐ No ☐

Staple Truck/Equipment Picture Here

Truck/Trailer Type (Check One)

☐ Self Loader

☐ Dump Truck

☐ Semitrailer

☐ Dump Trailer

☐ Other Equipment _____

Measurements

Overall Dimensions:

	Length x	Width x	Height	= Cubic Feet
a				a
b				b
c				c

Reductions to Capacity:

Code	Length x	Width x	Height	= Cubic Feet
☐				r1
☐				r2
☐				r3

Codes: 1-Dog Box, 2-Wheel Well, 3-Odd Shapes, 4-Sideboard, 5-Other (explain) _____

Signatures:

CrowderGulf Representative: _____

Client Representative: _____

Calculations:

Total

Cubic Feet: /27=

Gross

Cubic Yds: (a+b+c)/27

Reductions

Total CF Reductions: /27=

Gross CY Reductions: (r1+r2+r3)/27

Equals

Net Total Cubic Yards →

White-Client Yellow-Monitor Pink-CYG Blue-Subcontractor Goldenrod-Truck Driver



Sample Load Ticket

Debris Load Ticket Form		7/21/2020 2:16 PM		Dump All Documents	
% CY Ticket		Entered By: ANB			
Ticket Number: 50134-20181029085927		Get Next Document			
Disposal Date: 10/29/2016		☒ Finished			
Load Information					
Truck No: 2084					
Sub-Contractor: Gaston					
Load Time: 8:59 AM					
Project: 10-Bay Co					
Disposal Information					
Disposal Site: Bay Co - Frankford Rd DMS		☐ FRYMA Road			
Debris Type: Veg					
Disposal Time: 9:20 AM					
Truck Cap: 115					
% Load: 70					
Cuto Load: 80.5					
Scale Ticket No:					
Tons: 0					
Time - 1 pm - 1300 3 pm - 1500 6 pm - 1700 7 pm - 1900 2 pm - 1400 4 pm - 1600 8 pm - 1800 8 pm - 2000					
Comments:					
Administrative Use Only:					
Document:	\\CG-FS1\\Imaging\\Access\\0004F0DF.				
Attach		Remove			

STORM

strategic tracking of recovery material

Cubic Yard Load Ticket

Ticket Number	50134-20181029085927
Project Number	10
Project Name	Bay County

Hauler Information

Truck Placed ID	2084
Load Information	
QC Monitor ID	50134
Latitude	-30.18657
Longitude	-85.69289
Date/Time	10/29/18 8:59 AM

Disposal Information

Site Name	Bay Co - Frankford Rd
QA Monitor	Robert Jackson
Date/Time	10/29/18 9:20 AM
Debris Type	c&d
Max Capacity	115.0
Percent Full	70%
Calculated Quantity	80.5

Authorized Signature _____



Contractor Copy

Sample Report

CROWDERGULF DEBRIS MANAGEMENT

Debris Removal

Daily Debris Removed Report

Bay Co, FL

FEMA-DR-4399-FL

Hurricane Michael

DEBRIS REMOVED ON 12/22/2018

REPORT DATE

Tuesday, July 21, 2020

Date	Truck #	Delivered To	Debris Type	Capacity	% Load	Load (CY)
12/22/2018	50116-20181222066058	2038 Bay Co - Pete Edwards DMS	Veg	71.00	90	63.90
12/22/2018	50116-20181222055130	2039 Bay Co - Pete Edwards DMS	Veg	69.00	70	48.30
12/22/2018	50116-20181222074743	2038 Bay Co - Pete Edwards DMS	Veg	71.00	75	53.25
12/22/2018	50116-20181222074822	2039 Bay Co - Pete Edwards DMS	Veg	69.00	50	34.50
12/22/2018	50116-20181222090938	2038 Bay Co - Pete Edwards DMS	Veg	71.00	80	56.80
12/22/2018	50116-20181222091008	2039 Bay Co - Pete Edwards DMS	Veg	69.00	65	44.85
12/22/2018	50116-20181222104607	2038 Bay Co - Pete Edwards DMS	Veg	71.00	70	49.70
12/22/2018	50116-20181222104632	2039 Bay Co - Pete Edwards DMS	Veg	69.00	55	37.95
12/22/2018	50149-20181222062787	2018 Bay Co - Pete Edwards DMS	Veg	76.00	80	60.80
12/22/2018	50149-20181222062756	2017 Bay Co - Pete Edwards DMS	Veg	72.00	65	46.80
12/22/2018	50149-20181222071238	2016 Bay Co - Pete Edwards DMS	Veg	76.00	80	60.80
12/22/2018	50149-20181222071250	2017 Bay Co - Pete Edwards DMS	Veg	72.00	75	54.00
12/22/2018	50149-20181222074658	2016 Bay Co - Pete Edwards DMS	Veg	76.00	70	53.20
12/22/2018	50149-20181222074732	2017 Bay Co - Pete Edwards DMS	Veg	72.00	60	43.20
12/22/2018	50149-20181222084647	2016 Bay Co - Pete Edwards DMS	Veg	76.00	80	60.80
12/22/2018	50149-20181222084708	2017 Bay Co - Pete Edwards DMS	Veg	72.00	70	50.40
12/22/2018	50149-20181222093947	2016 Bay Co - Pete Edwards DMS	Veg	76.00	80	64.00
12/22/2018	50149-20181222094006	2017 Bay Co - Pete Edwards DMS	Veg	72.00	75	54.00
12/22/2018	50149-20181222103120	2016 Bay Co - Pete Edwards DMS	Veg	76.00	70	53.20
12/22/2018	50149-20181222103141	2017 Bay Co - Pete Edwards DMS	Veg	72.00	50	36.00
12/22/2018	50149-20181222110613	2017 Bay Co - Pete Edwards DMS	Veg	76.00	70	53.20
12/22/2018	50149-20181222110634	2017 Bay Co - Pete Edwards DMS	Veg	72.00	70	50.40
12/22/2018	50115-201812220602607	2279 BC HO CG Steel Field	C&O	100.00	95	95.00
12/22/2018	50115-20181222065850	2283 BC HO CG Steel Field	C&O	100.00	95	99.75
12/22/2018	50115-20181222064450	2285 BC HO CG Steel Field	C&O	95.00	95	90.25
12/22/2018	50115-20181222064717	2286 BC HO CG Steel Field	C&O	110.00	95	104.50
12/22/2018	50115-20181222070302	2284 BC HO CG Steel Field	C&O	100.00	95	95.00
12/22/2018	50115-20181222070338	2274 BC HO CG Steel Field	C&O	94.00	95	89.30
12/22/2018	50115-20181222072910	2275 BC HO CG Steel Field	C&O	94.00	95	89.30
12/22/2018	50115-20181222072930	2277 BC HO CG Steel Field	C&O	100.00	95	95.00
12/22/2018	50115-20181222074013	2287 BC HO CG Steel Field	C&O	115.00	95	107.25
12/22/2018	50115-20181222074545	2273 BC HO CG Steel Field	C&O	95.00	95	90.25
12/22/2018	50115-20181222081025	2237 BC HO CG Steel Field	C&O	103.00	95	98.85
12/22/2018	50115-20181222082608	2238 BC HO CG Steel Field	C&O	102.00	95	96.90
12/22/2018	50115-20181222091647	2279 BC HO CG Steel Field	C&O	100.00	95	95.00
12/22/2018	50115-20181222093958	2286 BC HO CG PH FDS	Mulch	110.00	95	104.50
12/22/2018	50115-20181222095256	2274 BC HO CG PH FDS	Mulch	94.00	95	89.30
12/22/2018	50115-201812221100330	2284 BC HO CG PH FDS	Mulch	100.00	95	95.00
12/22/2018	50115-201812221100914	2237 BC HO CG PH FDS	Mulch	101.00	95	95.95
12/22/2018	50115-20181222101807	2277 BC HO CG PH FDS	Mulch	100.00	95	95.00
12/22/2018	50115-20181222102446	2238 BC HO CG PH FDS	Mulch	102.00	95	95.90
12/22/2018	50115-20181222103613	2278 BC HO CG PH FDS	Mulch	94.00	95	89.30

Bay Co, FL

Leaflets this Report: 42

Avg. Load Factor: 82.6

Daily Cu Yds

3,051.55



2022 CrowderGulf Company Owned Equipment List

2022 CrowderGulf Company-Owned Equipment List			
DEBRIS REMOVAL TRUCKS			
Year	Make	Model	VIN
1998	Mack	Debris/Combo	1M2AD62C9WW006285
1995	Western Star	Debris/Combo	2WLPCCH25K937391
2002	Kenworth	Debris/Combo	1NKDLB0X72J884158
2013	Peterbilt	367 Debris/Combo	1NPTX4EX7DD178887
2014	Peterbilt	367 Debris/Combo	1NPTX4EX4ED237394
2013	Peterbilt	389 Debris/Combo	1XPXD49X4DD192224
2016	Peterbilt	367 Debris/Combo	1NPTX4EX7GD292571
2017	Peterbilt	389 Debris/Combo	1XPXP4TX4HD408644
2017	Peterbilt	367 Debris/Combo	1NPTX4EX9HD412906
2017	Peterbilt	367 Debris/Combo	1NPTX4EX5HD449323
2018	Peterbilt	389 Debris/Combo	1XPXD40X1JD452166
2015	Kenworth	T800 Debris/Combo	1XKDD49X5FJ436315
2018	Peterbilt	389 Debris/Combo	1XPXD0X8JD480600
2018	Peterbilt	367 Debris/Combo	1NPTXX4EX8JD488588
2018	Peterbilt	367 Debris/Combo	1NPTX4EX3JD492774
2018	Peterbilt	367 Debris/Combo	1NPTX4EX5JD492775
2018	Peterbilt	389 Debris/Combo	1XPXD40X3JD498730
SEMI TRUCKS			
Year	Make	Model	VIN
2017	Mack	CHU613	1M1AN07Y0HM026412
2017	Mack	CHU613	1M1AN07Y8HM025816
2017	Mack	CHU613	1M1AN07Y6HM026415
2017	Mack	CHU613	1M1AN07Y0HM026409
2017	Mack	CHU613	1M1AN07Y4HM025814
2013	Mack	CHU613	1M1AN07Y7DM013439
2014	Mack	CHU613	1M1AN07Y2EM015665
2013	Mack	CHU613	1M1AN07Y6DM013416
2006	Kenworth	T800	1XKDPBTX96J145904
2014	Mack	CHU613	1M1AN07YOEM015664
2012	Kenworth	T800	1XKDD49X3CJ309350
PICK UP TRUCKS			
TYPE		# OF TRUCKS	
½ Ton 1500 or Equivalent Pick Up		14	
¾ Ton 2500 or Equivalent Pick Up		9	
1 Ton 3500 or Equivalent Pick Up		11	
Greater than 1 Ton or Equivalent Pick Up		7	

2022 CrowderGulf Company Owned Equipment List

TRAILERS			
Year	Make	Model	VIN
2018	Clement Monstar	End Dump	5C2BR45BXJM010613
2018	Clement Scrapstar	End Dump	5C2BF37B0JM010653
2018	Clement Scrapstar	End Dump	5C2BF37B2JM010654
2017	Clement	End Dump	5MADN4024FC033420
2005	Benson	End Dump	5DMDSAGC45M000757
2005	Mac	End Dump	5MADS35385C008667
2018	Stealth	End Dump	52LBE1627JE06410
1997	Vantage	End Dump	4EPAA029VATA1459
1997	Vantage	End Dump	4EPAA4024VATA1515
1997	Vantage	End Dump	4EPAA021VATA1536
1997	Vantage	End Dump	4EPAA4022VATA1545
2018	Brazos	Scrapper/End Dump	4B9BKDL29JH054106
2018	Brazos	Scrapper/End Dump	4B9BKDLL24JH054126
2002	MAC	End Dump	5MADS363130005105
1995	USTS	End Dump	1U9DS3637S1051511
2005	MAC	End Dump	5MADS353050009294
2001	MAC	End Dump	5MADS356321C00439
1994	Benson	End Dump	1NUDT38P8RMAS0247
1995	Vantage	End Dump	4EPAA3922SATA0615
1987	ACCURATE IND.	End Dump	1A9754025H4037546
1990	Tristar	End Dump	1T9DS36C8L1066822
1998	USTS	End Dump	1U9DS3229W1051699
2001	Benson	End Dump	5DMDSAHC41P000376
1993	JBEN	End Dump	9DT3626PPJBB021
2007	Palmar	Dump Trailer	4R7BD1624HT163081
2018	Mac	Walking Floor	5MAMN4821JW044659
2016	Titan	Walking Floor	2TVWF4826GD000602
2018	Mac	Walking Floor	5MAMN4823JW045280
2011	Rolls Rite	Tilt Top	1R9PT2229BM356115
2017	Rolls Rite	Tilt Top	1R9BT222XHM356286
2018	Rolls Rite	Tilt Top	1R9PT2227JM356001
2016	Talbert	Roll-Back	40FG05336G1035421
1999	Dynawell	Lowboy	HU181DGX7X1X38407
2017	Talbert	Lowboy	40FSK5132H1035957
2017	Talbert	Lowboy	40FSK5239H1035971
2018	Transcraft	Step Deck	1TTE532C8J3070477
2018	Transcraft	Step Deck	1TTE532C1J3083796

2022 CrowderGulf Company Owned Equipment List

WHEEL LOADERS			
Year	Make	Model	VIN
2003	CAT	924G	09SW01095
2003	Komatsu	WA180	2MCA88062
2005	CAT	928G	6XR02028
1998	CAT	962G	5AS00263
2004	CAT	IT28G	DBT01424
2001	CAT	924G	9SW02009
2004	John Deere	644H	DW644HX586668
2004	John Deere	724H	DW24JX590345
2005	CAT	IT38	CSX00926
2005	CAT	924G	DDA2478
2006	CAT	924G	DDA02934
2007	CAT	950G	2JS00604
2009	CAT	930H	DHC01497
2014	CAT	924G	9SW01859
2011	CAT	930H	DHC02274
2014	CAT	908H	CAT0908HJJRD01594
2016	CAT	908M	CAT0908MJH8801071
2017	John Deere	624K	1DW624KZCGF674473
2017	John Deere	624K	1DW624KZLGF676803
2017	CAT	908M	CAT0908MCH8801198
2017	CAT	908M	H8800928
2015	CAT	914K	CD2000596
2017	John Deere	644K	1DW644KZJHF680047
2018	CAT	908M	CAT0908MCH8802397
EXCAVATORS			
Year	Make	Model	VIN
2016	John Deere	210G	1FF210GXHGF523928
2014	John Deere	300G	1FF300GXHDF710007
2017	John Deere	60G Mini	1FF060GXKGJ288041
2017	CAT	308	308E2CRSB-FJX08636
2017	John Deere	245G	1FF245GXCHF800280
1990	John Deere	70D	CK0070DD009556
2001	John Deere	330LC	FF0330X0870719
2001	John Deere	200LC	FF0200X500888
2000	John Deere	160LC	POO160X041413
2001	Komatsu	PC60	58212
2002	Hitachi	EX120	1E8P057533
2002	Hitachi	EX120	1E8P057534
1999	Bobcat	331X	512918815
2001	Bobcat	331X	512918429
2003	Komatsu	PC35	4207
1999	Kobelco	SK220LC	LLU2438

2022 CrowderGulf Company Owned Equipment List

EXCAVATORS			
Year	Make	Model	VIN
2004	Kobelco	SK70SR	YT01-03382
2004	Komatsu	200	KMTPCO49K87C5037
2004	Hyundai	R55W3	10014
2002	JD	200C-LC	FF200CX505406
2004	CAT	330CL	DKY 02901
2001	Case	9007B	DAC0072321
2005	CAT	325CL	CAT0325CVCRB01486
2001	CAT	320CL	PAB04298
2005	CAT	M318C	CATM318CKBC201044
2005	CAT	325CL	CAT0325CEBFE01812
2004	CAT	320	PAB01355
2003	CAT	325CL	CRB00550
2005	Komatsu	PC35 MR-2	KMTPC096T05006313
2006	John Deere	120-C	FF120CX035517
2006	Kubota	U35SS	30398
2006	Kubota	U35SS	30251
2006	Cat	320CL	PAB4383
2007	Cat	328D LCR	GTN139
2008	Kubota	KX913R1S	31194
2006	Kobelco	SK70SR-1E	YT0408468
2007	Cat	302.5	CAT3025CJGBB01604
2008	Cat	321 CL CR	MCF00918
2005	John Deere	450C - LC	FF450CX091778
2009	Cat	322CL	HEK00647
2008	Cat	330D	HAS292
2006	Volvo	EC140BLC	EC140V12265
2010	John Deere	120-C	FF120CX036343
2009	Cat	314CL CR	PCA01891
2010	Cat	328D CLR	CAT0328DTGTN00403
2011	John Deere	35D	1FF035DXJBG266218
LOADER - BACKHOE			
Year	Make	Model	VIN
1999	CAT	426	1ZR00479
2001	Kubota	L35	L3560624
2003	John Deere	310SG	TO310SG909356
2005	JS	310E	TO310EX853300
2001	CAT	416C	4ZN20996
2004	CAT	416D	4ZN24364
2004	John Deere	310E	TO310EX884694
2004	CAT	416C	5YN06630
2006	CAT	416C IT	1WR10173
2006	CAT	420D	FDP26873
2006	John Deere	310G	T0310GX937710
2001	CAT	416C	4ZN24603

2022 CrowderGulf Company Owned Equipment List

DOZERS			
Year	Make	Model	VIN
1992	John Deere	450G	TO450GF87820
1999	John Deere	750H	T0750CX877301
2004	CAT	D3JXL	CAT00D3GCJMH00732
2005	John Deere	450-J	T0450JX104665
2005	John Deere	650J	T0650JX111587
2004	CAT	D6N	CAT00D6NVALY00800
1999	John Deere	450H	T0450HX922582
2004	John Deere	550H	T0550HX937488
2005	CAT	D6R	AAX01404
2005	CAT	D5N	AKD1461
2006	John Deere	450-JLT	T0450JX122072
2001	John Deere	450J	T0450JX103785
2008	Komatsu	D39PX-22	3059
2006	CAT	D3GLGP	BYR01437
2010	CAT	D5K LGPARO	CAT00D5KJYYY00703
2008	CAT	D3K LGP	LLL00568
2011	CAT	D3K LGP	LLL00382
2011	CAT	D3K LGP	LLL00388
2011	John Deere	450-J LGP	T0450JX181468
2011	John Deere	650-J	T0650JX173003
FORK LIFTS			
Year	Make	Model	VIN
2000	CAT	V80F	9NF00658
1997	Hyster	H50XL	A177B31212K
2000	JCB	506	578972
1995	Nissan	50	PF02-9H3269
2001	CAT	GC25	4FM04520
2004	CAT	480F	9NF00558
2007	Yale	543372	GLP11MCNSB098
2001	CAT	2EC20	A2F0260387
2002	CAT	V60B	52J00932
1999	CAT	CG25	4EM91233
2007	CAT	TH63	5WM03130
2001	CAT	GC25	4EM04516
1997	Terex	TH1048C	TH1006A-8401
2005	JCB	930	SLP930025E0824674

2022 CrowderGulf Company Owned Equipment List

GENERATORS			
Year	Make	Model	VIN
	Onan Genset	50D6CA	6920476659
1999	Nissha	NES25SIA	XJ010300
1999	Nissha	NES60SIA	KF010300
2004	Dewalt	4300	GCO44627903DGC4300
2003	Coleman	9110619	DMO545005
2006	Miller Bobcat	250NT	LC492887
2006	Miller Bobcat	250NT	LE209010
2006	Miller Bobcat	250NT	LF205099
2011	Generac	97A06245-S	2038141
2007	Miller Bobcat	250NT	LC574759
2013	Honda	6500Watt	EAPC-1010707
2011	Magnum	MMG55FH 45kW	800390
2011	Magnum	MMG35FH 25kW	73344
2011	Magnum	MMG35FH 25kW	73345
2011	Magnum	MMG35FH 25kW	73318
SKID STEER LOADERS			
Year	Make	Model	VIN
1997	Bobcat	763	512222048
2001	Bobcat	763	512217575
1996	Bobcat	873	514120441
2002	CAT	236	CAT00236J4YZ04709
2005	Bobcat	T300	521912526
2007	Caterpillar	262B	PDT01685
	Caterpillar	277C	CAT0277CTJWF00578
2006	Daewoo	155XL	AG00211
2006	Bobcat	T190	531614194
2006	Caterpillar	246B	CAT0246BLPAT03480
2006	Bobcat	T300	530012266
2010	Caterpillar	268B	CAT0268BJLBA01424
2010	Caterpillar	299C HF	MBT01588
2011	Bobcat	T300	525415845
2008	JD	650-J	T0650JX173003
2016	Cat	279D	CAT0279DEGTL03016
2018	Cat	299D	CAT0299DLFD203290

2022 CrowderGulf Company Owned Equipment List

MARINE DIVISION			
Year	Make	Vessel #	Capacity
2003	27' Scout Boat	010 / Bayou Bandit	12,000 Lbs
1990	24' Debris Boat	015 / Betsie	16,000 Lbs
1995	18' Vessel	018 / Trisha	Personnel Only
1990	Debris Boat	002 / Bertram	12,000 Lbs
2001	24' Flat Boat w/Boom	001 / Pamela	18,000 Lbs
2003	18' Deck Boat w/Boom	002 / Decker	16,000 Lbs
2004	27' Deck Boat w/Boom	009 / BT Express	20,000 Lbs
2011	32' Deck Boat w/Boom	020 / CG Girl	24,000 Lbs
1999	30' Picker Barge	022 / Johnzey	18,000 Lbs
BARGES			
Size	Type - Material	Capacity	Notes
24'x8'	Debris Barge - Fiberglass	8,000 lbs	Shallow Draft Barge
28'x8.5'	Debris Barge - Aluminum	12,000 lbs	Shallow Draft Barge
30'x10'	Debris Picker Barge w/ Grapple - Steel	14,000 lbs	Shallow Draft Barge
30'x10'	Debris Picker Barge w/ Grapple - Fiberglass	14,000 lbs	Shallow Draft Barge
30'x10'	Debris Picker Barge w/ Grapple - Aluminum	14,000 lbs	Shallow Draft Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs	Deck Barge
40'x11'	Debris Picker Barge w/ Grapple - Steel	20,000 lbs	Shallow Draft Barge
48'x12'	12" Hyd Dredge - Steel	N/A	15' Dredging Depth - 36" Pump
50'x20'	Spud Barge - Steel	40,000 lbs	Shallow Draft Spud Barge
55'x11'	Debris Picker Barge w/ Grapple - Steel	24,000 lbs	Shallow Draft Barge
120'x30'	Deck Barge - Steel	150 Tons	Deep Draft Barge
120'x30'	Deck Barge - Steel	150 Tons	Deep Draft Barge



Reference Letters



*2008 Hurricane Ike
Bolivar, TX*

City of Friendswood, TX
RFP 2022-13 Debris Removal Services



108 E. Main Street ~ Clute, Texas 77531
Phone: 979-265-2541
www.clutetexas.gov

May 12, 2022

CrowderGulf
5629 Commerce Blvd East
Mobile, AL 36619

RE: DEBRIS REMOVAL LETTER OF REFERENCE

To Whom It May Concern:

The City of Clute, Texas has worked with CrowderGulf for a number of years as our Disaster Debris Removal Contractor. Most recently, the City contracted with CrowderGulf to remove vegetative storm debris after Hurricane Nicholas in September 2021.

In the days and weeks following Hurricane Nicholas making landfall near Sargent, TX in September 2021, CrowderGulf removed nearly 40,000 cubic yards of storm debris from our public rights-of-way. The CrowderGulf team, led by Clayton Young were a pleasure to work with. Clayton was in contact with us daily from the time we realized Nicholas was a threat to our city, until the final piece of debris was picked up and all paperwork was complete.

The biggest challenge with Hurricane Nicholas was there was no Presidential Disaster Declaration, and therefore, no Public Assistance funds were available from FEMA to help with the response and recovery aspects after the storm. Clayton and CrowderGulf worked with us to ensure we were able to get our City cleaned up quickly and economically. Any questions or concerns we had we promptly answered or resolved.

I am very pleased with the quality of work, the timely communications, and the overall skill and knowledge of the debris removal process that was exhibited by the CrowderGulf team. I would highly recommend them to anyone without reservations.

Sincerely,

Will Blackstock
Deputy Emergency Management Coordinator
City of Clute, Texas



THE CITY OF LAKE JACKSON

25 OAK DRIVE • LAKE JACKSON, TEXAS 77566 • 979-415-2400 • FAX 979-297-0021

May 8th, 2022

ATT: Clayton Young
Texas Regional Manager
CrowderGulf LLC.

Re: Letter of Reference

The City of Lake Jackson is pleased to recommend CrowderGulf, LLC as a disaster recovery and debris management company. We used them most recently at the end of 2021 to clean up debris from Hurricane Nicholas. They provided service to our city quickly and efficiently. They were easy to work with and always willing to take our requests into consideration and implement them if possible. We have contracted with them for the past five years and have had no complaints with their services. We are in the process of bidding out our disaster recovery contract and would have no hesitation to award them another contract if they were the successful bidder.

Sincerely,

Sabrina England
Director of Public Works
City of Lake Jackson, TX

CC: Modesto Mundo, City Manager



BALDWIN COUNTY
SOLID WASTE DEPARTMENT
15140 County Road
Summerdale, Alabama 36580

www.baldwincountyal.gov

Terri Graham
Development & Environmental
Director
(251) 972-4878
terri@baldwincountyal.gov

April 13, 2021

Crowder Equipment Corporation
d/b/a Crowder Gulf Joint Venture, LLP
5540 Business Parkway
Theodore, AL 36528

Reference: FEMA DR4563 - Hurricane Sally

Mr. Sam Roberts,

Hurricane Sally made landfall in Baldwin County on September 16, 2020. In response to the magnitude of the damage the Baldwin County Commission issued a Notice to Proceed, September 17, 2020, to Crowder Gulf for the mobilization of equipment, personnel, and supplies to assist with debris removal operations as a result of Hurricane Sally. Over the duration of the debris removal operations Crowder Gulf collected 4,425,281 cubic yards of debris from the rights-of-way throughout Baldwin County. This cleanup effort would not have been possible without the resources allocated to Baldwin County by Crowder Gulf. At this time Crowder Gulf has met all contractual field operation obligations and can demobilize equipment, personnel, and supplies as necessary for project completion. Administrative support, invoicing and reconciliation of project data will continue over the next several weeks. We are appreciative of all the efforts made by you and the many members of your team, thank you will never be enough for what has been done to restore Baldwin County in such a short time.

Sincerely,


Terri Graham

Cc: Wanda Gautney, Purchasing Director
Joey Nunnally, County Engineer

Robin LeJeune
Mayor



Ronnie Huskey
Public Works Director

March 16, 2021

CrowderGulf, LLC
Attn: Leigh Anne Ryals
5629 Commerce Blvd East
Mobile, AL 36619

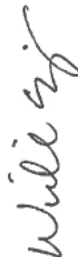
RE: City of Daphne - Debris Removal Services

Dear Leigh Anne:

As you are well aware, Hurricane Sally brought many challenges to Daphne including the scattering of hundreds of thousands of cubic yards of vegetative debris across the city. CrowderGulf was quick to respond in the beginning of that disaster and did not stop working until all debris had been removed. Their knowledge and expertise in the field of disaster debris removal was excellent and they came along side the city to help restore the way of life citizens have come to love living in Daphne.

We appreciate CrowderGulf and all their efforts of recovery after Hurricane Sally and would recommend their services to others without hesitation.

Respectfully yours,


William Eringman, P.E.
Deputy Public Works Director

Public Works Department
26435 Public Works Road P.O. Box 400 Daphne, Alabama 36526
Phone: (251) 620-2100 Fax: (251) 621-3189



October 23, 2020

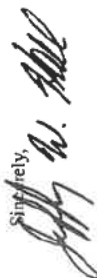
Ashley Ramsay-Naile
Crowder Gulf
5629 Commerce Blvd. East
Mobile, AL 36619

Dear Ms. Ramsay-Naile:

I would like to take this opportunity to tell you how very thankful and appreciative myself and our citizens were for Crowder Gulf's help in the aftermath of Hurricane Laura.

Because you generously sent manpower, we were able to quickly begin the process of cleaning up debris and mitigating the damage to our infrastructure. This prevented most of our citizens from having to suffer a prolonged period without power in very hot and humid southern heat.

Also thank those staff members at Crowder Gulf who stayed behind and covered these crews so that they were able to come here. The dedication of these workers is something our citizens do not take for granted. We can never thank you enough for your help.

Sincerely,

Jeff W. Hall
Mayor, City of Alexandria

Jeffrey W. Hall
Mayor



Office of the Mayor
Post Office Box 71
Alexandria, Louisiana 71309-0071
Tel (318) 449-5000 · Fax (318) 449-5229
e-mail: mayor@cityofalex.com



City of Westlake

1001 Mulberry Street • P.O. Drawer 700 • Westlake, LA 70669-0700
Phone (337) 433-0691 • Fax (337) 433-9350
Telecom Device for the Deaf (337) 494-1247

"Vision with Action equals CHANGE"

Mayor
Robert "Bob" Hardey
Mayor Pro-Tempore
Daniel Racca
Council Members
"Skeeter" Hayes
Jeremy Cryer
Michael T. Bergeron
Kenny Brown

June 3, 2021

Clayton Young
CrowderGulf, LLC

RE: Reference Letter

I would like to thank CROWDERGULF, LLC for the exceptional job of cleaning the debris thru out the City of Westlake after the mass destruction from hurricane Laura and Delta.

As being the Mayor for the City of Westlake and seeing how many homes were destroyed as a whole, I needed a professional, reliable company.

Clayton Young and the CROWDERGULF TEAM assured me from day one the City of Westlake would be in good hands. Never in my wildest dreams would I have thought this clean up would go as smooth as it did, they exceeded that expectation.

I would recommend Clayton Young and the CrowderGulf Team to any City that needs picking up the pieces after any disaster.

Respectfully,



Bob Hardey
Mayor



March 22, 2019

Village of Palmetto Bay
Emergency Debris Removal and Disposal
RFP No. 1819-11-010

Re: REFERENCE LETTER

TO WHOM IT MAY CONCERN:

On July 30, 2013, the City of Corpus Christi awarded a contingency service agreement to CrowderGulf for emergency debris clearing and disposal services in response to a hurricane or other disaster. The term of the contract was for five years.

On August 25, 2017 the City of Corpus Christi was impacted by Hurricane Harvey (DR-4332). The City debris removal contractor CrowderGulf responded within the allow time per the terms and conditions of the contract. CrowderGulf provided heavy duty equipment required to move large amounts of debris, work crews that assisted in the cleanup, dump trucks were utilized to transport the debris to Temporary Debris Staging and Reduction (TDSR) sites, opening, operating and closing the TDSR sites, documenting the volume and types of debris removed from City ROW's and disposal of hazardous waste.

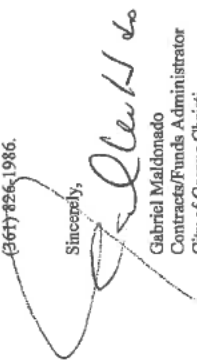
CrowderGulf collected approximately 536,069 cubic yards of debris.

CrowderGulf also provide the City with the required Performance Bond and required levels of Certificate of Insurance as per the terms of the contract.

The City of Corpus Christi was privileged to have selected CrowderGulf as the debris removal contractor and proudly recommends CrowderGulf as a qualified contractor for Debris Removal.

If you require any additional information, or should you have any questions concerning on this reference letter, please contact Gabriel Maldonado, Contracts/Funds Administrator at (361)826-1986.

Sincerely,


Gabriel Maldonado
Contracts/Funds Administrator
City of Corpus Christi



City of Panama City

Solid Waste Division

Shane Daugherty, ESD Manager

731 Massalina Drive- Panama City, Florida 32401 - (850) 872-3172
Robert Nix, Superintendent

April 18, 2019

To Whom It May Concern

This letter is written on behalf of Crowder Gulf who is the City's emergency debris clearing and disposal services contractor.

On October 10th 2018 Hurricane Michael came ashore just east of Panama City as a strong Category 4 Storm. In the wake of that, storm every street in the City was impassible with downed trees, utility poles, and windblown debris creating impenetrable road blockages. There was not a structure in Panama City that did not have some sort of damage.

Crowder Gulf went to work immediately alongside of City crews and within two weeks, all roads were open. Crowder Gulf then began the hard work of removing up to date 3.4 million cubic yards of debris from the City. All this debris was relocated to one of the five temporary debris sites, which was set up and managed by Crowder Gulf. Crowder Gulf is also removing debris from 56 miles of ditches within Panama City, and they will be handling all the private property debris removal services and demolitions.

I can strongly attest to Crowder Gulfs professionalism, attention to customer service, job knowledge and skills, and for these reasons I can proudly recommend Crowder Gulf as a qualified contractor for Debris Removal.

If you require any additional information, or should you have any questions concerning this reference letter, please do not hesitate to call me or email me anytime at 850-872-3180. sdaugherty@pcgov.org


Shane Daugherty
Environmental Services Manager
City of Panama City, FL

"Dedicated to Excellence....
People Serving People"



SAMUEL L. NEAL, JR.
County Judge

10/17/2017

2017 Hurricane Harvey Response and Support

Claudia Lobell
Chief Executive
claudia.lobell@nuecesco.com

Christopher A. Boyce,
E.M.C.
(361) 888-0513
christopher.boyce@nuecesco.com

Monica Perez
Secretary
monica.perez@nuecesco.com

Dear Kenny Hayes,

Hurricane Harvey became a Category 4 hurricane after only 44 hours leaving the entire coastal bend with little time to react. With that being said, our disaster response and recovery would not be as effective without the numerous individuals and organizations that came together to assist our county during this time.

I would like to personally thank you on behalf of Nueces County for your response and assistance before, during, and after Hurricane Harvey made landfall. The assistance provided by you and the Crowder Gulf played a crucial role in the success of the county's ability to respond and begin recovering in a prompt and efficient manner. We are grateful for your commitment to provide assistance during times of need and it is organizations like yours which make Nueces County the resilient county that it is.

Your participation in our efforts is greatly appreciated and has become embedded in our county's history as Hurricane Harvey most definitely has. Thank you again for your contribution.

Sincerely,

Samuel L. Neal, Jr.
County Judge

Nueces County Courthouse • 901 Leopard Street, Room 303 • Corpus Christi, Texas 78401-3697 • (361) 888-0444 • FAX (361) 888-0445



Nicholson Management
Solutions, LLC

Disaster Recovery Emergency Management
Grants Management

June 27, 2018

Crowder Gulf
5435 Business Parkway
Theodore AL 36582

RE: Letter of Reference

It is my pleasure to write a letter of reference for Crowder Gulf. I have had the opportunity to work with Crowder Gulf during several disasters in the State of Texas. First was after Hurricane Ike in 2008 with the County of Galveston and must recent was Hurricane Harvey in 2017 with the City of Dickinson.

Crowder Gulf and its employees are very knowledgeable in the disaster process of debris removal. They understand the regulations and requirements put forth by FEMA and the Federal government. They are effective and efficient in their efforts to help communities recover from a disaster situation. They work hard to provide their clients with the proper equipment to get the job done in a timely manner and the office staff is always ready to provide any assistance needed with documentation for reimbursement. Crowder Gulf works with their clients to provide the best service possible. I would recommend them for their services as a debris contractor.

If you have any questions, please do not hesitate to contact me at connie@nms-llc.com or by phone at (979) 415-4000.

Respectfully,

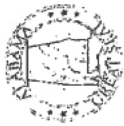
Connie A. Nicholson

Connie A. Nicholson
President, Nicholson Management Solutions, LLC

7238 Avenue L

Santa Fe, Texas 77510

979-415-4000 / 409-925-1484



ALABAMA
DEPARTMENT OF TRANSPORTATION
SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 L&S WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX: (251) 473-5824



Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION DIRECTOR

February 2, 2021

Mr. Reid Loper
Vice President
CrowderGulf, LLC
5629 Commerce Blvd. East
Mobile, AL 36619

Dear Mr. Loper:

Re: Hurricane Sally Debris Cleanup
Southwest Region - Mobile Area

Due to the impact of Hurricane Sally across the Alabama Gulf Coast, the Southwest Region - Mobile Area became the first ALDOT area to enact their in-place FEMA debris monitoring and removal contracts. Knowing it was ALDOT's first time dealing with FEMA debris, CrowderGulf and Project Manager Barrett Holmes were not only on site and meeting with ALDOT personnel within 48 hours but were also extremely forthcoming and professional with information and communicated extremely well.

Following landfall, ALDOT came up with a schedule of when to begin debris removal, and CrowderGulf was willing to begin operations early to coordinate and work with some of our local municipalities. The dedication and work ethic from your organization and Project Manager, allowed this first attempt at FEMA debris cleanup to be completed in a little over four months.

The Alabama Department of Transportation would like to thank CrowderGulf for the work performed and making our first ever FEMA debris cleanup project a success.

Sincerely,

Donald C. Powell, P.E.
Mobile Area Operations Engineer

DCP/dcp

c: File



South Carolina
Department of Transportation

April 7, 2017

CrowderGulf, LLC
5435 Business Parkway
Theodore, AL 36582

Subject: CrowderGulf's Past Performance Providing Disaster Debris Management to the South Carolina Department of Transportation

To Whom It May Concern:

In October of 2015, Hurricane Joaquin brought torrential rainfall to South Carolina. This rainfall led to widespread flooding, breached dams, and significant infrastructure damage. As a result, the South Carolina Department of Transportation (SCDOT) activated CrowderGulf's pre-positioned contract for Disaster Recovery Assistance to provide debris management services to Lexington and Richland counties.

In October of 2016, Hurricane Matthew brought high winds and heavy rainfall to South Carolina. The effects of this hurricane resulted in flooding and wind damage resulting in many downed trees; breached dams; and rivers that burst their banks washing away roads, bridges, and flooding homes. As a result, the South Carolina Department of Transportation (SCDOT) again activated CrowderGulf's pre-positioned contract for Disaster Recovery Assistance to provide debris management services to Darlington, Florence, and Sumter counties.

In both of these disasters, CrowderGulf quickly mobilized and began debris management operations. The project team was accessible, responsive, knowledgeable, and professionally implemented a recovery plan. The CrowderGulf team was flexible and able to address evolving project plans, and successfully executed the scope of work in each assigned county.

Of the seven contractors activated in both of these events, CrowderGulf was the most professional and provided the best service of all. We appreciate CrowderGulf's continued support with post-event clean-up and are pleased to have them as a part of our disaster response and recovery team.

Please feel free to use this letter as a positive recommendation attesting to CrowderGulf's ability to successfully provide disaster debris management services.

Sincerely,

David B. Cook, PE
State Maintenance Engineer
(803) 737-1290



Post Office Box 191
Columbia, South Carolina 29202-0191

Phone: (803) 737-2314
TTY: (803) 737-3870

AN EQUAL OPPORTUNITY
AFFIRMATIVE ACTION EMPLOYER

Environmental Health and Safety Plan – Short Version

CrowderGulf's Health, Safety and Environmental Plan - Total plan 329 pages, can be provided if needed.

Below you will find information taken from the Debris Specific; Safe Practices/Accident Prevention Manual for the purposes of this RFP. This excerpt provides information with regard to Company safety policy and practice. The all-inclusive Health, Safety and Environmental Plan - (329 pages), and the Debris specific Health and Safety Plan- (109 pages) can be provided upon your request.

CrowderGulf's Health, Safety and Environmental Plan provides mandated directives, required actions, procedures and guidance for all levels of employees. The plan is intended to ensure that all employees work safely and remain safe, by strict adherence to the components of this plan.

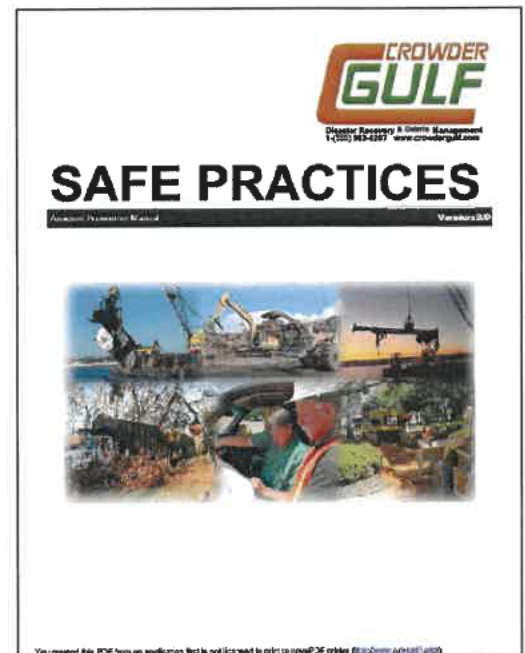
SAFETY POLICY

CrowderGulf is committed to providing all employees with a safe work environment. Employees are required to report unsafe conditions and not perform work tasks if considered unsafe. Employees must report all accidents, injuries and unsafe conditions to their supervisors. No safety report will result in penalty and/or negative consequences. **Management will give top priority to and provide the financial resources for the correction of unsafe conditions.** Similarly, CrowderGulf 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 Health and Safety Manager or designated Safety Officer will participate with the Client or representative in safety program activities. This participation will include CrowderGulf sponsored:

- Safety Education and Training
- Review of workplace safety rules
- Promotion of safety participation by all employee(s)
- Tool Box sessions on Health and Safety
- Accident critiques with refresher reviews

This safety philosophy statement embodies the CrowderGulf commitment and involvement in providing a safe work environment. The Safety Plan sets the standards that implement the philosophy. Compliance with the safety rules are required of all employees as a condition of continued employment. It is the policy of CrowderGulf that all safety measures and rules are carried out to the fullest. Where necessary, we will conform to additional safety standards required by the City.



CrowderGulf Safe Practices/Accident Prevention Manual - Debris Specific Safety Manual

SAFETY AND HEALTH REQUIREMENTS

During emergency push and disaster debris recovery operations, it is extremely important that safety and health requirements are implemented. Personnel often perform unusual, difficult, and hazardous tasks while in a challenging environment, and these conditions increase the risk of accident. Additionally, resources are in short supply. The loss of any resource to an accident indicates poor management. The safety and health of all employees, subcontractors, and members of the public exposed to recovery activities will be a primary concern during all emergency operations and recovery assistance.

INITIAL RESPONSE

CrowderGulf's safety and health professional shall be immediately alerted of the disaster and shall be included in the planning and execution of response and recovery efforts. This individual shall assess safety and health issues and shall assure precautions are taken prior to deployment of personnel. Issues to consider include: sanitation, drinking water, power supply, living quarters, driving conditions, environmental conditions, and health issues.

MOBILIZATION OF PERSONNEL

Prior to departing their duty station for emergency operations and recovery assistance activities, appropriate personnel will be provided Personal Protective Equipment (PPE) (e.g., head, eye, hearing, foot protection, and PFDs) appropriate for the hazards of the field activities that they will perform

SAFETY ORIENTATION

Safety and health briefings and orientation shall be conducted as personnel arrive at the emergency area and prior to beginning work activities.

COMMUNICATIONS

- Paging equipment, two-way radios, cellular phones, computers, and facsimile machines shall be used as needed to establish and enhance communications.
- Safety and health programs, documents, signs, tags, instructions, etc., shall be communicated to employees and the public in a language that they understand.
- The Safety Coordinator shall compile a list of telephone numbers for all personnel and emergency numbers for fire, police, hospitals, etc. and shall distributed to the DMS supervisor, Project Manager, City/City/County debris coordinator and post at each tower site. The Safety Coordinator shall retain a copy for the official record and send a copy to the DAO office.

MACHINERY AND MECHANIZED EQUIPMENT

Inspection of equipment is critical. Maintenance logs on all equipment should be reviewed immediately upon notice of possible deployment to assure each vehicle has had its proper service prior to deployment. Inspections and tests shall be in accordance with manufacturers' recommendations and shall be documented. Equipment not meeting safety standards or requirements of this manual will not be used. Records of tests and inspections shall be maintained at the site by the Project Manager, and shall be made available upon request of the designated authority, and shall become part of the project file documentation.

All machinery and equipment shall be inspected before use to ensure safe operating conditions. Competent persons will perform the daily inspections and tests. Tests shall be made at the beginning of each shift. If deficiencies are noted in the equipment, which compromises the overall safety of individuals, the operator, or overall operation, the vehicle will be deemed unsafe and immediately taken out of service. A log identifying the equipments' problems shall be completed by the operator and signed off on by the Project Manager. A mirror or wheel tag shall be placed on the steering wheel and shall remain until the service issues have been resolved. When the corrections have been made, the equipment shall be retested prior to being returned to service.

- Machinery and equipment shall be operated only by designated, qualified personnel. Machinery shall not be operated in a manner that will endanger the operator, other persons or property. Leaving the equipment unattended while powered is strictly forbidden. All equipment shall be operated for its intended usage and in accordance with manufacturer's instructions.
- Seat belts and other safety devices shall be worn at all times.
- Trucks hauling debris on public highways shall have physical barriers (tail gates or chain link fencing and covers) to prevent debris from falling from the truck. Vehicle in Reverse alarms shall be provided; the need for rollover warning devices shall be considered for long-bed end-dump trucks. Single or double sideboards are permitted added to trailers designed for normal operation with the additional boards.

- Prior to operation, contractors shall refer to written safe operating procedures for each brush chipper, shredder, and/or grinder. In the event that plans are not written, the Contractor shall develop a safe operating plan for each piece of equipment. Standard Operating Procedures (SOPs) shall incorporate the manufacturer's recommendations for safe operation of the chipper as well as the use of emergency zones and fire prevention efforts. Operations and maintenance manuals for chippers, grinders, and shredders shall be kept on-site. A minimum 200 ft (61.0 m) pedestrian emergency zone is required during operation of chippers, shredders, and grinders unless documentation or actual practice indicates otherwise. The public shall be kept a minimum of 300 ft (91.4 m) from all chipper operations. Signs shall be placed at 200 ft (61.0 m) indicating flying debris hazards and that pedestrians are prohibited.
 - Unprotected personnel shall not enter the emergency zone while the chipper is in operation. Front-end loaders and other debris loading equipment in the debris reduction areas or feeding grinders, shredders, chippers, or burn pits shall have completely enclosed cabs. Protection shall include heavy metal grating of sufficient strength to protect the operators from loose limbs, and woods or other debris thrown from grinders.
 - Whenever chipper operations are shut down for any significant length of time (e.g., overnight or when the chipper will be left unattended), equipment walls, crevice drums, cutter heads and hammers, and drive mechanisms shall be cleared of all combustible materials by blowing, washing, and wetting down. Any material contaminated by leakage of hydraulic fluids, oils, or fuel shall be immediately removed. Leakage shall be minimized through preventive maintenance. Because piles of chipped wood are susceptible to spontaneous combustion, fire controls such as segregation, separation, and adequate water supply shall be used.
- The number of workers in proximity to loaders, trucks, and other equipment shall be the minimum necessary to accomplish the job. In restricted areas or areas with reduced access or visibility, special precautions will be taken to ensure the safety of workers on the ground. Sequencing of work shall minimize equipment movement when personnel are in the work area. Moving equipment and workers in the same immediate area is to be avoided. Whenever workers are in the area of operating machinery or vehicular traffic, they shall be provided reflectorized vests.
- Loaders, track-hoes, and other construction equipment in debris reduction areas shall have lights in the front and back in order to work at night.
- Access ladders to knuckle boom self-loaders shall be a minimum of 12 in (30.5 cm) width with 16 in (40.6 cm) recommended. The ladder shall be in good operating condition
- No modifications or additions which affect the capacity or safe operation of the machinery or equipment shall be made without the manufacturer's express written consent.

MOTOR VEHICLES

- All persons operating a motor vehicle shall possess a valid drivers' license, a permit valid for the equipment being operated.
- Inspections on motor vehicles should be performed prior to mobilization and weekly thereafter. The following systems checks should be administered:
 - Seat Belts for all occupants
 - Operating Controls
 - Turn Signals
 - Brake lights
 - Horns
 - Steering
 - Parking Brake
 - Check for fluids
 - Wiper
 - Brake
 - Oil
 - Gas
 - Coolant

All vehicles shall be equipped with the following:

- Fire Extinguishers
- Working Speedometer
- Working Fuel Gauge
- Working Horn
- Windshield and wiper blades

TRAFFIC CONTROL

- Traffic control is extremely important on highways, in residential areas, and at construction sites. When traffic may pose a hazard to operations, public roads will be closed. Road closings shall be coordinated in writing with appropriate local agencies. Traffic controls and signage should comply with the DOT Federal Highway Administration's **"Manual of Uniform Traffic Control Devices."**
- When a road cannot be closed, the following precautions may be taken:
 - **"MEN WORKING AHEAD"** or similar signs shall be placed along the roadway, 1,000 ft and 500 ft before the work zone, on both sides of the work zone;
 - Sufficient number of flag persons shall be used to control traffic within the work area;
 - Flag persons shall be used and shall receive instruction in flagging operations before being placed in traffic (training and certification by the National Safety Council (NSC) is recommended);
 - All flag persons shall wear steel-toed shoes, international-orange reflective vests, and hard hats;
 - **"STOP"** and **"GO"** signs, not flags, will be used for traffic control;
 - Flag persons shall be able to communicate with each other and with the foreman; and
 - Two-way radios shall be used whenever visual contact between flappers is not achieved.
- All construction vehicles and all vehicles exceeding 1 1/2 tons should have a signal person to assist in backing in residential areas.

DEFENSIVE DRIVING

Personnel involved in emergency operations are at increased risk of motor vehicle accidents due to damaged roadways, debris/hazards in roadways, road closings, malfunctioning or missing traffic control devices, and driving under challenging environmental conditions. Safe driving programs shall be instituted and driving safety monitored. Personnel operating off-road vehicles shall be trained, prior to operation, in the use of such equipment.

Principals of defensive driving shall be practiced and seat belts worn at all times. The operator shall maintain proper control of the vehicle at all times. Vehicles will not be driven at speeds greater than the posted limit. With regard to weather hazards, traffic, road hazards and other existing conditions operators will use caution

PUBLIC SAFETY

Public safety is important since the majority of work will be performed in the community. Emergency operations present potential hazards to children; problems in defining and keeping the public from work areas; traffic and road debris hazards; utility and structure hazards; and fire and other hazards. Requirements for work area delineation, traffic control devices, and the use of flag persons shall be considered. Public service announcements shall be used as needed to promote safety of the public exposed to C-G activities. Barriers and fencing shall be considered in restricting the public from operation sites.

HEALTH HAZARD RECOGNITION

Health hazards such as asbestos, lead paint, radiation, and hazardous chemicals shall be identified and controlled through the recommendations of a qualified industrial hygienist(s) or certified Hazmat Contractor. Instrumentation, as required, shall be provided for the detection/measurement of health hazards.

TREE MAINTENANCE AND REMOVAL

Each location where tree maintenance or removal is done shall be under the direction of a qualified tree worker.

Working near electrical equipment and systems:

- Employees working in the proximity of electrical equipment or conductors shall consider all such equipment or conductors energized with potentially fatal voltage, never to be touched (directly or indirectly).
- An inspection shall be made by a qualified tree worker to determine whether an electrical hazard exists before climbing, entering, or performing any work in, or on a tree.
- Only a qualified line clearance tree trimmer or qualified line clearance tree trimmer trainee (under the direct supervision of qualified personnel) shall be assigned to the work if it is found that an electrical hazard exists.
 - There shall be a second qualified line clearance tree trimmer or line clearance tree trimmer trainee within normal voice communication during the clearing operations aloft under the following conditions:
 - When the line clearance tree trimmer or line clearance tree trimmer trainee must approach any closer than 10 ft. (3 m) to any conductor or electrical apparatus energized in excess of 750 volts;
 - When branches or limbs being removed cannot first be cut (with a pole pruner/pole saw) sufficiently clear of the equipment or conductors so as to avoid contact; or
 - When roping is required to remove branches or limbs from such equipment or conductors. Line clearance tree trimmers and line clearance tree trimmer trainees shall maintain the distances from energized conductors. All other tree workers shall maintain a minimum distance of 10 ft (3 m) from energized conductors rated 50 kV phase-to-phase or less. For conductors rated over 50 kV phase-to-phase, the minimum distance shall be 10 ft plus 4'10 in. (3 m +/- 1 cm) for each kV over 50 kV. During all tree working operations above a height of 12 ft. (3.6 m) that are not subject to the requirements of this section, there shall be a second worker in the vicinity.

EQUIPMENT

Equipment shall be inspected, maintained, repaired, and used in accordance with the manufacturer's instructions.

- Employees shall be instructed in the safe and proper use of all equipment provided to them.
- Climbing ropes shall not be used to lower limbs or other parts of trees or to raise or lower equipment.
- A handle shall be used for raising and lowering tools.
- Tools used for cabling, bark tracing, cavity work, etc., shall be carried in a bag or belt designed to hold tools and not put in the pockets or stuck in the top of a boot.
- When placing an employee in a tree with an aerial device, prior to leaving the basket for entry onto the tree, and before removing the safety line attached to the basket, the employee shall be safely secured to the tree. The procedure shall be reversed when entering the basket from the tree.

TREE CLIMBING EQUIPMENT

- Climber spurs shall be of the tree-climbing type and shall have gaffs of the type and length suitable for the tree being climbed.
- Climbing ropes shall have a minimum diameter of 1/2 in (1.2 cm) and be constructed of a synthetic fiber, with a minimum nominal breaking strength of 5400 lb (2439.4 kg) when new. Maximum working elongation (elasticity) shall not exceed 7% at a load of 540 lb (244.9 kg) (10% maximum breaking strength).
- Polypropylene or other synthetic ropes having similar low melting points shall not be used as climbing ropes.

A tree worker shall be tied in with an approved type of climbing rope and safety saddle when working above the ground: this does not necessarily apply to a worker ascending into a tree; work may be performed while standing on a self-supporting ladder but only when the worker is tied in as required. During climbing operations, tree limbs should be inspected before weight is applied to them.

A 5/8 in (1.5 cm) metal shackle shall be secured to the end of a support line that meets minimum standards for a climbing line. The support line shall be tied to the pin of the shackle with the climbing line placed through the shackle. The support line shall be tied off at the base of the tree or any other acceptable anchor. The climbing line shall be crotched as soon as practicable after the employee is aloft, and a taut-line hitch tied and checked. The worker shall be completely secured with the climbing line before starting the operation. The worker shall remain tied in until the work is completed and he/she has returned to the ground. If it is necessary to re-crotch the rope in the tree, the worker shall retie in or use the safety strap before releasing the previous tie. Tree workers shall not carry tools in their hands while climbing. Tools shall be raised and lowered one at a time by means of a line, except when working from an aerial-lift device or during topping or removing operations.

FELLING

Prior to felling operations, the employee shall consider:

- The tree and the surrounding area for anything that may cause trouble when the tree falls.
- The shape of the tree, the lean of the tree, and decayed or weak spots.
- Wind force and direction.
- The location of other people.
- Electrical hazards.

Prior to felling operations, the work area shall be cleared to permit safe working conditions and an escape route shall be planned. Each worker shall be instructed as to exactly what he/she will do. All workers not directly involved in the operation shall be kept clear of the work area. Before starting to cut, the operator shall be sure of his/her footing and must clear away brush, fallen trees, and other materials that might interfere with cutting operations. A notch and back cut shall be used in felling trees over 5 in (12.7 cm) in diameter (measured at breast height). No tree shall be felled by "slicing" or "ripping" cuts.

- The depth or penetration of the notch shall be about one third the diameter of the tree.
- The opening or height of the notch shall be about 2.5 in (6.3 cm) for each 1 ft (0.3 m) of the tree's diameter.
- The back cut shall be made higher (approximately 2 in (5 cm)) than the base of the notch to prevent kickback.

The employee shall work from the uphill side whenever possible. Just before the tree or limb is ready to fall, an audible warning shall be given to all those in the area. All persons shall be safely out of range when the tree falls. If there is danger that the trees being felled may fall in the wrong direction or damage property, wedges, block and tackle, rope, or wire cable (except when an electrical hazard exists) shall be used. All limbs shall be removed from trees to a height and width sufficient to allow the tree to fall clear of any wires and other objects in the vicinity. Special precautions shall be taken when roping rotten or split trees due to the potential for falling in an unexpected direction even though the cut is made on the proper side. Persons shall be kept back from the butt of a tree that is starting to fall.

BRUSH REMOVAL AND GRINDING, CHIPPING

Brush and logs shall not be allowed to create a hazard at the work site. Employees working with a brush chipper shall be trained in its safe operation. The chipper shall be operated in accordance with the manufacturer's recommendations.

Brush Grinding -Chippers

- Rotary drum and disk-type tree or brush chippers not equipped with a mechanical in-feed system shall be equipped with an in-feed hopper not less than 85 in (215.9 cm) (the sum of the horizontal distance from the chipper blade out along the center of the chute to the end of the chute and the vertical distance from the chute down to the ground) and shall have sufficient height on its side members to prevent personnel from contacting the blades or knives of the machine during normal operations.
- Rotary drum and disk-type tree or brush chippers not equipped with a mechanical in-feed system shall have a flexible anti-kickback device installed in the in-feed hopper for the purpose of protecting the operator and other persons in the machine area from the hazards of flying chips and debris.
- Disk-type tree or brush chippers equipped with a mechanical in-feed system shall have a quick stop and reversing device on the in-feed. The activating mechanism for the quick stop and reversing device shall be located across from the top, along each side of, and as close as possible to the feed end of the in-feed hopper and within easy reach of the operator.
- The feed chute or feed table of a chipper shall have sufficient height on its side members to prevent operator contact with the blades or knives during normal operation.
- A swinging baffle shall be mounted in front of the knives to prevent throwback of material.
- Brush chippers shall be equipped with an exhaust chute of sufficient length or design to prevent contact with the blade.
- Brush chippers shall be equipped with a locking device on the ignition system to prevent unauthorized starting of the equipment.
- Brush chipper cutting bars and blades shall be kept sharp, properly adjusted, and otherwise maintained in accordance with the manufacturer's recommendations.

Trailer brush chippers detached from trucks shall be chocked or otherwise secured. All workers feeding brush into chippers shall wear eye protectors. Loose clothing, gauntlet-type gloves, rings, and watches shall not be worn by workers feeding the chipper. Employees shall never place hands, arms, feet, legs, or any other part of the body on the feed table when the chipper is in operation or the rotor is turning. Push sticks (of material that can be consumed by brush chipper) shall be used. Brush chippers shall be fed from the side of the centerline, and the operator shall immediately turn away from the feed table when the brush is taken into the rotor. Chippers shall be fed from the curbside whenever possible. Material such as stones, nails, sweepings, etc. shall not be fed into brush chippers. The brush chipper chute shall not be raised while the rotor is turning.

OTHER OPERATIONS AND EQUIPMENT

Pruning and trimming

- Pole pruners, pole saws, and similar tools shall be equipped with wood or nonmetallic poles. Actuating cords shall be of a non-conducting material.
- Pole pruners and pole saws shall be hung securely in a vertical position with the sharp edges away from employees. They shall not be hung on utility wires or cables or left overnight in trees.
- When necessary, warning shall be given by the worker in the tree before a limb is dropped.

Limbing and bucking

- Whenever it is possible to do so, the tree worker shall work on the side on which the limb is being cut.
- Branches bent under tension shall be considered hazardous.
- When topping or lowering limbs, consideration shall be given to the use of taglines to control the limbs. A separate line shall be attached to limbs that cannot be dropped or are too heavy to be controlled by hand. The use of the same crotch for both safety rope and work rope shall be avoided.
- In bucking, tree workers shall stand on the uphill side of the work whenever possible. The tree worker shall block the log to prevent rolling when necessary.
- When bucking, wedges shall be used as necessary to prevent binding of the guide bar or chain. Stump cutters shall be equipped with enclosures or guards that effectively protect the operator.

Trucks

- A steel bulkhead or equivalent protection shall be provided to protect the occupants of vehicles from load shifts.
- Logs or brush shall be securely loaded onto trucks in such a manner as not to obscure taillights or brake lights and vision, or to overhang the side.
- In order to avoid the hazard of spontaneous combustion or the production of undesirable products, wood chips shall not be left in trucks for extended periods.

Power Saws

- Power saws weighing more than 15 lb (6.8 kg) that are used in trees shall be supported by a separate line, except when used from an aerial lift device.
- Where there are no lateral branches on which to crotch a separate support line for power saws weighing more than 15 lb (6.8 kg), a false crotch shall be used.
- The engine shall be started and operated only when all coworkers are clear of the saw.
- The operator will shut off the saw when carrying it over slippery surfaces, through heavy brush, and when adjacent to personnel. The saw may be carried running (idle speed) for a short distances (less than 50 ft (15.2 m)) as long as it is carried to prevent contact with the chain or muffler.

Chopping tools

- Chopping tools that have loose or cracked heads or splintered handles shall not be used.
- Chopping tools shall never be used while working aloft.
- Chopping tools shall be swung away from the feet, legs, and body, using the minimum power practical for control.
- Chopping tools shall not be driven as wedges or used to drive metal wedges.

Cant hooks, cant dogs, tongs, and carrying bars

- Hooks shall be firmly set before applying pressure.
- Workers shall be warned and shall be in the clear before logs are moved.
- The points of hooks shall be at least 2 in (5 cm) long and shall be kept sharp.
- Workers shall stand to the rear and uphill when rolling logs.

Wedges and chisels

- Wedges and chisels shall be properly pointed and tempered.
- Only wood, plastic, or soft metal wedges shall be used with power saws
- Wood-handled chisels should be protected with a ferrule on the striking end.

Chipping and Grinding Debris Management Sites

Locating Debris Management Sites for chipping / grinding of vegetative and land clearing debris will require a detailed evaluation of potential sites and possible revisits at future dates to see if site conditions have changed or if the surrounding areas have changed significantly to alter the use of the site

DMS DESIGN AND OPERATIONAL FEATURES

The information gathered during the baseline data collection becomes important to the design of the site. The efficiency and the overall success of the DMS operations are determined by how the site is designed.

A minimum of the following features will be designed into the DMS plan.

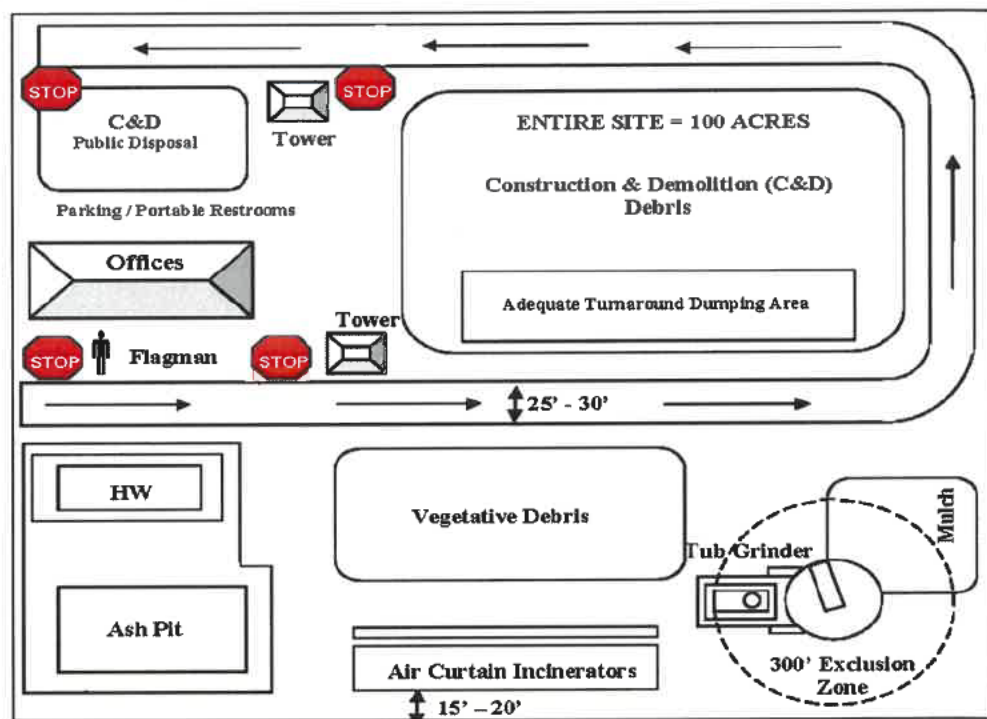
- Portable toilet facilities will be conveniently located to serve the inspection towers, crews working on the site, and office facilities
- Perimeter chain-link fencing, erosion and sediment control fencing, and other necessary drainage control methods when needed
- Site traffic flow will provide for orderly movement of vehicles and equipment to avoid crossing traffic lanes with the construction of two entrances/exits with lockable gates
- At the request of the City, the DMS(s) may be restricted to the City and Contractor vehicles only.
- Safe and ready access of fire safety and rescue equipment will be provided to all functional sections of the site and to debris stockpiles
- A Safety Zone of at least 200 feet will be established around the grinder
- Air Curtain Incinerator (ACI) or Open burning safety zone will be established and will be 1,200 feet from any structure (other than inspection tower) and no less than 250 feet from any other pile or type of debris on site
- Ash storage pit will be adjacent to ACI units
- Compacted crushed rock and/or mulch will be used on ingress/egress road surfaces
- Designated personnel parking area for 30 vehicles will be established
- Space for two 12'x50' office trailers will be established
- Development of a lined Hazardous Materials Containment Area surrounded by a berm
- Two vegetative debris piles for grinding operations
- Sufficient area for chip piles to minimize pile height to prevent spontaneous combustion
- C&D debris area will be separate from other debris areas
- Adequate area maintained at each site for truck maneuverability and a level stable surface for equipment to complete the dumping process
- Site orientation will provide for ACI operations and grinding operations to be located downwind from offices and inspection towers (i.e., prevailing winds will be considered when setting up site)
- If necessary, separate areas/sites for the public to use for dumping vegetative and C&D debris will be provided. Depending on the process prescribed for allowing this, a separate tower may be required to facilitate accounting for the material entering the public section. If off site citizen collection areas are developed in accordance with the City's Debris Management Plan, CrowderGulf will remove debris from those sites on a regular basis as directed by the City's Project Manager.

DMS SITE PLAN

A DMS Plan will be prepared to a scale of 1" = 50'. The Task Order specific Management and Operations Plan will be updated to include the Site Management Plans for all DMSs and Disposal Sites operated by CrowderGulf. The DMS Plan will display such functions as:

- Access to the Site
- Site Preparation – clearing, erosion control, and grading
- Traffic Control
- Site Security, Safety and Segregation of debris storage areas
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection towers
- Location of incineration operations and chipping operations
- Location of existing structures or sensitive areas requiring protection
- Household Hazardous Waste (HHW) or Hazardous, Toxic and Radioactive Waste (HTRW) storage
- A detailed list of equipment
- Sanitation facilities

The general site plan as shown below, will be modified to fit the needs of each specific DMS and will incorporate all specifications addressed in the FEMA 325 and all local, state and federal regulations and requirements.

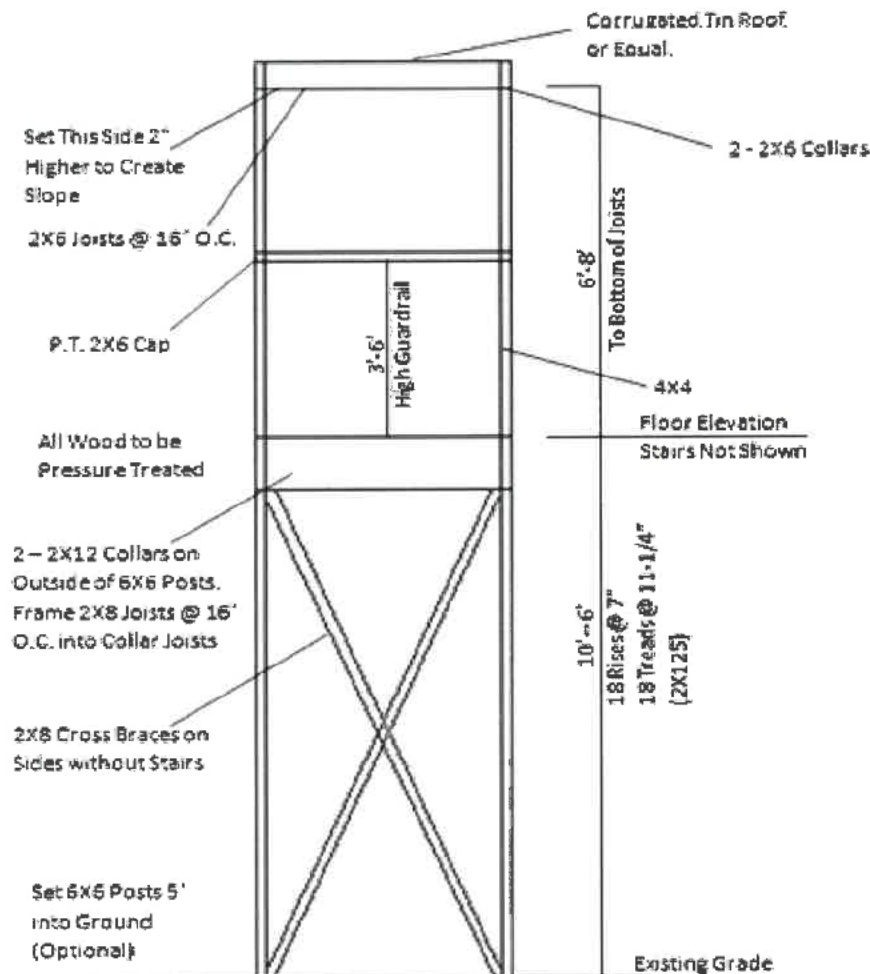


INSPECTION TOWERS

At no cost to the City, CrowderGulf will construct a minimum of one inspection tower at each site adjacent to the roadway. A minimum of one exit lane for all trucks to use will be visible from a tower. This allows for checking truck beds before exiting, ensuring that they are completely empty. The Inspection tower site location will provide a .25 mile approach outside the public road system to accommodate any truck back up.

- All towers will be OSHA and FEMA compliant. At a minimum, the towers will be constructed with pressure treated wood with the floor elevation of the tower 15 foot above the existing ground elevation; the floor area shall be 8'x8', constructed of 2"x8" joists, 16" O.C. with ¾" plywood supported by four 6"x8" posts.
- The perimeter of the floor area will be protected by a four foot high wall constructed of 2"x4" studs and ½" plywood. The floor area will be covered by a corrugated tin roof.
- The roof shall provide a minimum of 6'8" of headroom below the support beams.
- Wooden steps will provide access with a handrail. In addition, the construction of towers will comply with all applicable City building codes.
- Inspection towers shall be capable of seating a minimum of three inspectors each.
- Towers will be removed at the completion of the project or when the site is no longer in need.
- Scissor lifts have become more functional in the last few years and may be substituted used for a debris tower, when applicable.

Inspection Tower



HAZARDOUS MATERIALS CONTAINMENT CENTER

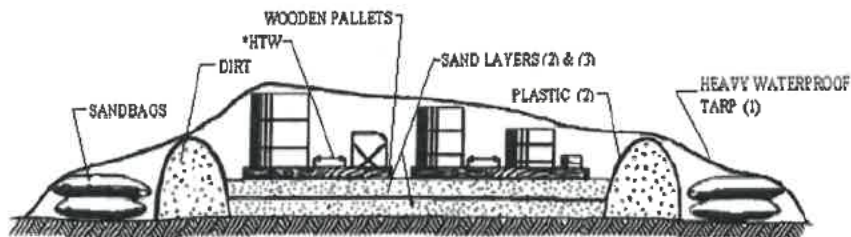
In accord with FEMA 325 specifications, CrowderGulf will construct an area designed for the temporary storage and confinement of hazardous material. Material deposited into this facility will be inventoried and stabilized. Any leaking containers will be placed in "over pack drums". A well-marked, defined and enforced NO SMOKING area will be established within 200 feet of this area.

Minimum Design Criteria for the Hazardous Materials Containment Area:

- 1) 30'x30' in size, the perimeter lined with hay bales staked in place
- 2) Water proof liner or plastic ground protection cove
- 3) Rain and snow cover for the entire area



FIELD EXPEDIENT HTW CONTAINMENT CELL



*HTW INCLUDES: Paint, Solvents, POL (Petroleum, Oil & Lubricants), Batteries, Acid-Freeze, Propane Tanks, Aerosols

NOTES:

1. Containment cell must be covered at all times
2. Plastic is sandwiched between layers to prevent plastic from tearing
3. Contaminated sand shall be properly contained & disposed of as hazardous waste

DEBRIS SEPARATION AND REDUCTION

The Debris Reduction Manager will supervise the separation and segregation of all loads deposited at the DMS. If site segregation is required because of mixed loads, the separation will reflect the six categories cited below. Each of the following categories of debris will be dealt with in full compliance with the CrowderGulf Environmental Plan and local, state and federal standards:

Clean, vegetative debris

- Vegetative debris containing other foreign matter
- Construction and Demolition (C&D) Debris
- Salvageable or recyclable debris
- White Goods, e-goods
- Hazardous or toxic materials / waste

Vegetative debris will be placed into two or more piles (no more than 15 feet high) which will allow for volume reduction without interfering with the ongoing dumping operation or until the dumping and/or reduction operations are complete. As directed by the City's representative, all construction and demolition (C&D) debris will be hauled directly to a certified landfill or prepared for reduction or recycling if feasible. White goods will be degassed, crushed and bailed for sale as scrap metal.

FIELD SAFETY MATRIX

Task	Specific Hazard Potential	Special Training Required	PPE Required	Fire Hazard	Comments
Flagger	Machine and Truck Conflicts, personnel and personal clearance from machinery. Could get run over and hit. Dangerous weather	Flagging Training, General Jobsite safety manual requirements PPE training.	Hard Hats Boots Reflective – Vest Pants Rain Gear	Flaggers must know how to operate a fire extinguisher (FE) and the FE locations	Flaggers must be very attentive and make sure they are in sight of the truck drivers and equipment operators. All flaggers must maintain these distances: 4' from pavement edge, 100' from site entrance, 50' from trucks while dumping, 25' from self loaders. Flaggers must pay attention in their area and work together. Maintain contact with foreman and site manager. Listen for backup alarms. Report dangerous weather. Stay out of grinder safety area.
Equipment Operators Drivers	Traffic conflicts with other equipment and trucks. Risk of damaging property or personnel if not attentive. Could get hit or hit somebody or equipment/trucks. Equipment failure or malfunctioning. Mount and dismount to equipment fall hazard.	General Jobsite safety manual requirements. Operation Certification. Driver's License. Equipment manufacturer operations manual requirements.	Hard Hats Boots Reflective – Vest Pants	Operators must know how to operate a fire extinguisher (FE) and the FE locations. NO smoking during fueling.	Pay attention to your spotters and flaggers. Drive slow and pay attention to signage. Operators must inspect equipment before use to ensure all safety measures are functioning properly. Clear your boots and hands or gloves prior to entering or exiting equipment.
Laborer	Personal clearance from equipment and vehicles. Could get run over and hit. Having contact with HHW. Dangerous weather.	General Jobsite Safety manual requirements. PPE training	Hard Hats Boots Reflective – Vest Pants Gloves Rain Gear	Laborers must know how to operate a fire extinguisher (FE) and the FE locations. NO	Laborers must be very attentive and make sure they are in sight of the truck drivers and equipment operators. Beware of HHW. Stay Clear of grinder safety area.
Foreman/ Supervisors	Personal clearance from equipment and vehicles. Could get run over and hit.	General Jobsite Safety manual requirements. PPE training.	Hard Hats Boots Reflective – Vest Pants	Foreman/Supervisors must know how to operate a fire extinguisher (FE) and the FE locations. They should make sure all employees know the FE locations and proper use of a FE	Management employees must watch out for all operations and also continuously inspect the site to safety issues and update the plan as necessary. Stay clear of grinder safety area.
Spotters	Machine and truck conflicts, personnel and personal clearance from machinery. Could get hit or run over or hit by debris being dumped.	General Jobsite safety manual requirements. PPE Training	Hard Hats Boots Reflective – Vest Pants Rain Gear	Spotters must know how to operate a FE and the FE locations	Spotters must be very attentive and make sure they are in sight of the truck drivers and equipment operators.
HHW Personnel	Personnel and personal clearance from machinery. Could get hit or run over or hit by debris being dumped. Handling of HHW, e goods and white goods.	General Jobsite safety manual requirements. PPE Training. HHW Training	Hard Hats Boots Reflective – Vest Pants Gloves Eye Protection Possible Respirator/Mask	Know how to operate a FE and the FE locations. Beware of HHW fire hazards.	Foreman must train in potential HHW Hazards. Must be very attentive and make sure they are in sight of the truck drivers and equipment operators and also beware of HHW.

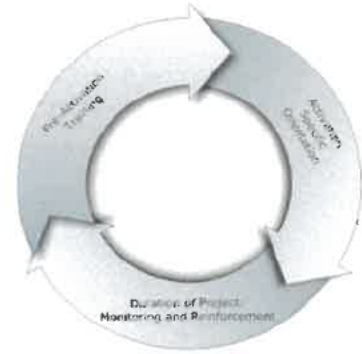
RECOMMENDED SAFE PRACTICES FOR TREE MAINTENANCE AND REMOVAL OPERATIONS

TREE CLIMBING

- The climber should not trust the capability of a dead branch to support his/her weight. If possible, dead branches should be broken off on the way up and hands and feet should be placed on separate limbs.
- A worker should never shin a tree for a distance greater than 15 ft (4.6 m) or shin for any distance beyond his/her demonstrated physical abilities. When the climbing distance is greater than 25 ft (7.6 m) or is beyond the worker's physical capability, the worker should not climb or footlock the rope but should use a safety saddle or sling.
- The climbing rope should be passed around the trunk of the tree as high above the ground as possible using branches with a wide crotch to prevent any binding of the safety rope.

Exception: Palms and other trees with similar growth characteristics that will not allow a climbing rope to move freely. The crotch selected for tying should be directly above the work area, or as close to such a position as possible, but located in such a way that a slip or fall would swing the worker away from any electrical conductor. The rope should be passed around the main leader or an upright branch, using the limb as a stop. Feet, hands, and ropes should be kept out of tight V-shaped crotches.

- While climbing, the location of all electrical conductors should be noted and the worker should climb on the side of the tree that is away from electrical conductors, if possible.
- A figure-eight knot should be tied in the end of the rope, particularly when climbing high trees, to prevent pulling the rope accidentally through the taut-line hitch and possibly falling.



PRUNING AND TRIMMING

- A scabbard should be hooked to the belt or safety saddle to carry a handsaw when not in use.
- A separate line should be attached to limbs that cannot be dropped safely or are too heavy to be controlled by hand. The line should be held by workers on the ground end of the rope. Use of the same crotch for both the safety rope and the work rope should be avoided.
- Cut branches should not be left in trees overnight.
- A service line should be put up for operations lasting overnight or longer and should be used to bring the climbing rope back into position at the start of the next day's work.

CABLING

- Branches that are to be cabled should be brought together to the proper distance by means of a block and tackle, a hand winch, a rope, or a rope with a come-along.
- Not more than two persons should be in a tree working at opposite ends during cabling installation.
- When the block and tackle are released, workers in trees should be positioned off to one side in order to avoid injury in case the lag hooks pull out under the strain.
- Ground men should not stand under the tree when cable is being installed.

TOPPING/LOWERING LIMBS

- Workers performing topping operations should make sure the trees can stand the strain of a topping procedure; if not, some other means of lowering the branches should be used. If large limbs are lowered in sections, the worker in the tree should be above the limb being lowered.

MINIMUM CLEARANCE FROM ENERGIZED OVERHEAD ELECTRIC LINES

Nominal system voltage	Minimum rated clearance
0 - 50 kV	9.8 ft (3 m)
51 - 200kV	14.7 ft (4.5 m)
201 - 300 kV	19.7 ft (6 m)
301 to 500 kV	24.6 ft (7.5 m)
501 - 750 kV	34.4 ft (10.5 m)
751 - 1000 kV	44.3 ft (13.5 m)

SAFETY TRAINING

Disaster debris related project work is an environment which presents many unique situations specific to this industry. For this reason, CrowderGulf believes in a three phase approach to safety training, which is Pre-Activation Training, Activation Specific Orientation, and Monitoring and Reinforcement for Duration of Project. No matter what the level of involvement in a specific project, some amount of training is required. Training can be provided in many different ways. Typically, the different phases of a project provide ideal time for the different trainings to be conducted. During the **Pre-activation Training Phase**, typical training may include OSHA 10 hour or 30 hour trainings, HAZWOPER training, CPR/First Aid training, asbestos training, or any other training focused on generalized regulations and topics that we may face upon activation. Training is typically conducted by a qualified training instructor.

Activation Specific Orientation training is very important and is established when there is a better understanding of the work to be performed. This includes some type of new personnel orientation that all employees must attend before work is started. Aside from the new employee training, the types of training during this phase may include: flagging, severe weather, site control, and other possible trainings specific to the situation. Training is typically conducted by supervisors, foreman and/or the safety department.

The Project Training: **Monitoring and Reinforcement** phase focuses on the topics that have been previously discussed, as well as addressing any new phases of work that may arise throughout the project. In a typical project, additional tasks may be added to the original scope of work, such as demolition, limb and tree removal, etc. It is vital to the safety of our employees that we instruct them on any changes that may not have been addressed during the orientation phase. During this phase, we also acknowledge exemplary safety performance and those who are following the requirements of CrowderGulf's safety program. Training in this phase can be provided by any competent or qualified person.

Additional Components of Safety Training

Company Safety Rules – Employees are required to read the rules and understand them. The issuance of these rules are logged and signed receipts are kept on file. Each new employee, as he arrives on the job, is approached and trained in the same manner.

Periodic Safety Talks – the company will hold a safety talk with their employees on a weekly or at least monthly basis. The talk may consist merely of restating the company safety rules or warning of dangerous conditions which exist. A particular subject may be covered, such as lockout /tagout, confined space, or fire prevention.

Changed Conditions – When the job operation changes or when new hazardous materials are brought into the workplace, employees are made aware of new or added potential dangerous situations that might occur and the proper action employees should take to maintain a safe workplace.

Safety Equipment – Employees will not simply be issued protective equipment. They will be instructed as to its proper and safe use.

Consistency/Redundancy – The Company will consistently and routinely entertain the concept of safety training. Once is not enough. Employees are constantly remind of safety protocol from the orientation meeting of new employees through the follow-up weekly/monthly safety talks. The central theme is always that employees cannot commit unsafe acts.

Management Follow-Up – Management must not be content with advising employees on unsafe practices. A follow-up of employee actions must be made. The Supervisor(s) are instructed to watch for employees committing unsafe acts. Employees are reprimanded when found doing unsafe acts.

Documentation – All actions taken by Management as it relates to Safety Training/Education is documented. Documentation of good faith efforts in meeting the training requirements can be invaluable in defending a lawsuit that results from an injury due to an unsafe act by an employee. Also, documentation substantiates the Company's commitment to and compliance with the OSHA Training Requirements.

Individual/Group Instruction – Safety Education can be aimed at a group such as a weekly/monthly safety talk or at an individual. (Ex.) In a case where the employee is being given instruction on use of a new tool, etc., by the Supervisor. Whichever the case may be, it should be documented. Safety training must be ongoing. It must be given to all employees and members of management. Documentation of instruction and other forms of safety awareness techniques must be ongoing. The Company never assumes an employee knows the safest way of performing his or her task.

Health and Safety Manual

Revised October 2020



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Safety Policy Statement

Purpose

The purpose of this Policy Statement is to formally communicate KDF's corporate position relative to occupational safety, health and regulatory compliance.

Scope

This Corporate Safety, Health and Regulatory Compliance Policy statement applies to all divisions, subsidiaries, joint ventures and companies of KDF.

Policy

It is the policy of KDF to provide a safe and healthy place of employment, free of recognizable hazards, for all of its employees and for the public in each of this corporation's operations, and to voluntarily abide by all safety regulations as they pertain to our industry. Safety and health will always take precedence over more expedient unsafe operations. Every attempt will be made to provide equipment and create conditions that will make for a safe and healthy work place. We will provide safety and health education and training to each of our employees, all of whom are expected to read and understand the Rules of Safety that are provided on each job site. Any employee who willfully disregards known safety and health practices will be subjected to strong disciplinary action. In the case of subcontractors, they will be required to abide by the provisions of this policy. **At KDF, we make safety a condition of employment.**

KDF Health and Safety Policy Expectations

KDF Employees are our most important asset and their wellbeing our greatest responsibility. The health and safety of every employee must be a primary consideration in every KDF business decision and plan.

Accidents can and will be prevented. A good safety record is evidence of effective managerial performance. The objectives of our zero accident health and safety program are both humanitarian and economic. Effective programs protect our personnel and conserve our corporate assets. It will be our policy to continue to do everything reasonable to protect our employees, our property, our customers, stockholders and the public from the results of accidents.

First, we will provide a safe work environment. This includes a safe work place, equipment and materials.

Second, we will comply with accepted safe work practices and all health and safety regulations, codes and rules. To do this, we must establish work rules and procedures to assure safe operations and then we must insist that everyone follow these rules and procedures.

Third, we will provide adequate training for everyone in our organization to help them do their job safely

and teach them that they have a duty and responsibility to protect themselves, their fellow workers and the public.

Everyone in this organization is expected to actively support and participate in the health and safety program and accept the premise that "Accidents Can Be Prevented."

Our Values as a Company

While there are many definitions of the word profit, within KDF, we try to define profit as "a return gained for both the corporation and our employees for serving our customers well" and as such, we will always strive to ensure that:

1. The safety of our people is more important than profits.
2. Regulatory compliance and environmental protection are more important than profits.
3. The reputation of our Company is more important than profits.
4. Quality service and a satisfied customer are more important than profits.
5. We will only bid work where we can do safe, regulatory compliant and quality work at a reasonable profit for our Company.
6. We must thoroughly plan our projects, estimates, procedures and programs.
7. We must have top quality people in our Company.
8. We must treat our employees with respect and dignity.
9. We must always be truthful and ethical in all our discussions and dealings.

Each member of management must have goals and values in mind when managing a unit, regardless of the size and complexity of the unit. But in our operations, we must always be mindful of these points in order to assure the success of our Company. The end does not justify the means in any situation. We want to win, but not at all costs.

KDF Mission Statement

We will provide our customers with the highest standards of ethics, performance and professionalism.

Our Commitment

Safety will always be an integral part of the KDF culture. Our actions will enhance the safety of our people as well as protect the interests of our customers. We will always be sensitive to public health and the environment by maintaining a steadfast commitment to environmental compliance.

Our People

Our people are our greatest asset. We will provide a challenging yet rewarding work environment that recognizes innovation, integrity and team building.

Our Performance

We will strive to perform at a level that consistently enhances shareholder value and investor confidence.

Authority

At KDF, top management is constantly seeking new and more effective methods to reduce safety losses, and thus provide a safer and healthier place for all employees to work.



Code of Safe Practices (General Employee Safety Rules)

Purpose

KDF believes that all injuries can be prevented. The Code of Safe Practices will be used in conjunction with other safety programs, training, indoctrination, Job Hazard Analysis, and on the job application to maintain a safe and healthy jobsite. Accident prevention can only be accomplished through the coordinated efforts of all employees and by strict implementation of our Code of Safe Practices, Safety Procedures and Standards, and applicable regulatory agencies, along with our Employee Safety and Health Handbook.

Employee Responsibilities

All KDF employees should comply with the following Code of Safe Practices.

All Employees must follow these safe practices (at a minimum), render every possible aid to safe operations, and report unsafe conditions or practices to the foreman or superintendent.

1. Follow the KDF Safety and Health Plan.
2. Follow all applicable laws and regulations.
3. Comply with this Code of Safe Practice and report all dangerous conditions or practices immediately to their supervisor.
4. Wear warning vests and appropriate PPE when exposed to vehicular traffic or heavy equipment. Flag persons should be appropriately trained and have a stop and slow paddle.
5. Anyone known to be under the influence of a drug or other intoxicating substance is not permitted on the jobsite. Employees shall not be permitted to work while their ability or alertness is impaired by fatigue, illness, etc.
6. Treat barricaded areas (danger tape) as a danger area. Admittance to or passage through these areas is prohibited without permission, except those employees working within the area.
7. Follow supervisor instructions and ask questions if you do not understand the task.
8. Work shall be planned and supervised to prevent injuries.
9. Horseplay, scuffling, fighting, gambling, weapons and other acts that may adversely affect personal safety is prohibited.
10. Do not enter manholes, underground vaults, or other confined spaces without following confined space entry procedures and proper training.

11. Report all accidents, injuries, and near misses to your supervisor immediately.
12. Follow safe lifting procedures when carrying, lifting, or moving material. Use a cart or other lifting equipment if possible.
13. Material shall not be dropped or thrown from elevated surfaces, the building, scaffolds, windows, etc. unless proper safety precautions are taken to protect others from falling objects.
14. Observe good housekeeping by keeping all areas clear of debris and garbage. Remove nails and other sharp objects from lumber, broken crates, etc. Stack and store all material in a safe location, away from edges, access areas, exits, and ignition sources.
15. Do not work beneath or pass below suspended loads or overhead work. Use tag lines to avoid working under them.
16. Do not operate equipment or perform a task unless you are trained and authorized to do so.
17. Foremen and Supervisors shall insist on employees observing and obeying applicable rules and regulations.
18. Ensure all employees observe and comply with all Safety and Health rules, regulations, and orders to perform safe work.
19. Take immediate action to stop unsafe acts or correct unsafe jobsite conditions.
20. Educate employees about accident prevention through Safety Task Assignments, regularly scheduled toolbox meetings, jobsite orientations, and specific training as needed.
21. Train all employees in the jobsite IIPP, Code of Safe Practices, and the Site Specific Safety Plan.
22. Pre-plan work and supervise the work for safety compliance.
23. Provide a CPR and First Aid trained person on the job at all times.

Tools and Equipment

1. Inspect all tools and equipment before use, do not use any equipment that is damaged or is missing a safeguard.
 1. Maintain tools and equipment in safe and working order. Damaged equipment shall be labeled and taken out of service.
 2. Before discarding any damaged tool or piece of equipment, make it inoperable or destroy it.
 3. Guards should be used on tools at all times. Guards must be in their proper place and function properly.
 4. Pins and whip checks must be in place at all connections on pneumatic hoses.
 5. Use the appropriate tool for the job.
 6. Wrenches shall not be altered by the addition of handle extensions or "cheaters."
 7. A screwdriver shall not be used as a chisel.
 8. Files shall be equipped with handles and not used to pry or punch.
 9. Do not push wheelbarrows with handles in an upright position.
 10. Only trained and authorized personnel can operate industrial trucks, forklifts, aerial lifts, scissor lifts, powder actuated tools, etc.
 11. Loose clothing, long hair, and jewelry cannot be worn around moving parts of machinery.
 12. Users of powder-actuated tools must be trained.
 13. Powder-actuated tool loads should be disposed of properly.
 14. Adequate signage should be installed within 50 feet of the use of powder-actuated tools or lasers.

15. Powder-actuated tool loads should be secured. Different power loads should be kept in separate containers.
16. Disconnect air hoses from the compressor after the line has been bled.
17. Fire extinguishers are required for all hot work.
18. Compressed gas shall be properly stored.

Ladders

1. Follow all manufacturer instructions and recommendations.
2. Inspect the ladder before each use, do not use damaged ladders.
3. Maintain three points of contact on ladders at all times; use a rope to hoist material.
4. Do not use a stepladder as a straight ladder; the legs must be fully spread and locked.
5. Do not place ladders in passageways, doorways, or any locations where they might be hit or jarred unless protected by barricades or guards.
6. Do not use metal / conductive ladders near electricity.
7. Place ladders on hard level surfaces.
8. Ladder rungs and steps shall be kept free from grease, mud, oil, or other slippery substances.
9. Face the ladder at all times, do not reach out to the sides.
10. Straight ladders shall be secured to prevent tipping and slipping.
11. Do not stand or work on the top two steps of a step ladder or the top three rungs of a straight ladder.
12. Extension ladders should be set up with a 1 to 4 ratio.
13. Extension ladders shall extend 36 inches above the landing.

Scaffolds

1. A competent person shall inspect the scaffold before each use.
2. Guardrails, midrails, and toeboards shall be installed where needed.
3. Scaffolds must be fully planked.
4. Tie or guy the scaffold when the height is more than three times the smaller base dimension; do not remove the ties, guys, or outriggers.
5. Do not modify the scaffold.
6. Toeboards or a protective screen shall be installed when workers can work or pass under or next to the scaffold.
7. Do not mix scaffold parts from different manufacturers.
8. Maintain good housekeeping on scaffolds.
9. Only use the scaffold if it has a green tag, never use one that is red tagged.
10. Access the scaffold by the use of a ladder or stair tower; do not climb the braces or the scaffold.

frame, unless designed for climbing.

11. Do not use the scaffold in storms or in windy conditions.
12. Do not overload a scaffold or store material on them.
13. Do not place tarps or plastic on a scaffold as it may act as a sail.
14. Lock all wheels on a rolling scaffold before use.
15. Guardrails are required when exposed to a height greater than six feet.

Industrial Trucks and Machinery

1. Users shall be trained and authorized to operate equipment.
2. Seatbelts must be worn at all times. Equipment safeguards such as backup alarms, lights, brakes, etc. must be in good working condition.
3. Follow all manufacturer instructions and safety precautions.
4. Inspect equipment prior to use.
5. Do not use damaged equipment. Tag the equipment and take it out of service immediately.
6. Remove the key from the equipment when not in use.
7. Do not leave running equipment unattended.
8. Top rail and mid rail must be secured while using a scissor lift.
9. A full body harness and lanyard shall be used when using a boom lift.
10. Stay inside the platforms; do not stand on material, guardrails, midrails, or toeboards.
11. Operate aerial lifts on flat, level ground.
12. Do not modify any equipment (drilling holes in the forks of a forklift).
13. Manufacturer signs, postings, and equipment controls shall be kept clean and legible.
14. Load charts, operator manuals, etc. must be with the equipment at all times. Thoroughly read and understand all operator instructions before using the equipment.
15. Know the weight of all loads before lifting them.
16. Keep equipment a safe distance away from overhead power lines (min. 10 feet). The distance will depend on the voltage of the line.

Hazardous Materials

1. Chemicals and other hazardous materials shall be properly labeled.
2. Safety Data Sheets (SDS) shall be available for all chemicals and other materials on the jobsite.
3. Read and follow all warning labels and Safety Data Sheet information.
4. Do not mix chemicals unless required by the manufacturer.
5. Use adequate ventilation when required.
6. Wear eye and face protection when working with hazardous materials or chemicals as required by the SDS.
7. Store hazardous materials in suitable containers as required by the manufacturer.

8. Fire extinguishers shall be readily available near flammable and combustible material storage areas.
9. Store gasoline and diesel in safety cans. Plastic gas cans are not permitted on site.
10. Use chemicals and materials for the intended purpose.
11. Smoking is prohibited at or in the vicinity of hazardous operations near flammable or combustible materials.
12. Clean hands and effected areas thoroughly after handling hazardous substances.
13. Gasoline shall not be used for cleaning purposes.

Personal Protective Equipment (PPE)

1. Hard hats, safety glasses with side shields, work boots, long pants, and appropriate shirts shall be worn at all times on the jobsite.
2. Safety glasses shall be ANSI Z87.1 approved. Sunglasses or prescription glasses are not permitted.
3. Wear hearing protection as required.
4. Face shields or goggles may be required during chipping operations, when handling chemicals, grinding, powder actuated tools, pneumatic tools, or when deemed necessary.
5. Welding hoods are required for welding.
6. Burning goggles are required when cutting or burning.
7. Foot protection is required for soil compaction when using a tamper.
8. Hard hats shall be worn with the brim facing forward, as required by the manufacturer.
9. Do not wear non-manufacturer approved items under hard hats.
10. Do not modify the hard hat suspension or shell.
11. Inspect PPE before each use. Do not use damaged PPE. Replace hard hats when required by the manufacturer (every five years for the shell and annually for the suspension system).

Trenches and Excavations

1. Trenches deeper than five feet deep shall be sloped, shored, or benched in accordance with OSHA regulations. In some cases, trenches may need a protective system at depths less than 5 feet as deemed necessary by the competent person.
2. Spoil piles and other material shall be kept at least two feet away from the edge of the trench.
3. Locate underground utilities before digging.
4. Provide safe access to trenches and excavations deeper than four feet. Ladders or other means of access will be provided every 50 feet (25 feet max. travel distance) if the trench or excavation is deeper than four feet.
5. Barricade trenches with guardrail or tape before the hole is opened.
6. A competent person shall inspect the trenches and excavations before each use and as needed throughout the shift.

7. Do not jump over trenches.
8. Confined space procedures may be required in trenches or excavations.

Fall Protection

1. Fall Protection is required if there is a fall potential greater than six feet for normal work.
2. Lanyards should be equipped with a shock absorbing lanyard and double locking gate. (appropriate to the system used)
3. Do not tie a lanyard back to itself unless the lanyard is specifically designed for that purpose.
4. Side "D" rings should only be used for positioning devices, not for fall arrest.
5. Use the rear "D" ring in the center of the back for 100% fall protection.
6. Fall protection is required on elevated surfaces near the building perimeter or shafts when above the guardrail height.
7. Anchor points shall be able to hold at least 5,000 pounds per person attached.
8. Inspect all fall protection before each use and do not use damaged equipment, tag it and remove from service.
9. Secure the area when work requires the removal of a barricade, guardrail or hole cover. Reinstall the safety device immediately after finishing the work.
10. Free fall distance can be no greater than six feet and prevent contact with a lower level or object.
11. A personal fall arrest system should limit arresting force on an employee to 1800 pounds.
12. The lower end of a vertical lifeline should extend to within 4 feet of the ground.
13. Anchor points should be located above the worker, never the same level or below.
14. Users should be trained in the proper use of fall protection equipment.
15. Follow the manufacturer's instructions and recommendations.
16. Plan rescue procedures for workers using fall protection prior to the work.
17. Guardrails must be within 42-45 inches and hold a minimum of 200 pounds. Midrails are between the guardrail and working surface and must hold at least 150 pounds. Toeboards are required on all surfaces where someone can walk, pass below, or work beside an upper level.

Electrical Safe Work Practices

1. Only trained, qualified, and authorized employees are allowed to make electrical repairs or work on electrical equipment.
2. Electrical cords should not be repaired by the use of electric tape.
3. Treat all electrical equipment as energized until it is tested or otherwise proven to be de-energized.
4. Extension cords with cuts, frays, grounds missing, or any other damage shall be labeled and taken out of service.
5. Extension cords should be construction grade (12 gauge or larger).

6. GFCI protection must be used on the construction site at all times.
7. Electric equipment must be approved by a Nationally Recognized Testing Laboratory.
8. De-energize all equipment before working on, or installing.
9. Use lock-out/tag-out procedures when repairing, cleaning, or adjusting equipment.
10. Never remove another worker's lock or tag from any equipment.
11. All power tools will be grounded or double insulated.
12. GFCI boxes shall be checked at frequent intervals (quarterly).
13. Lower tools by hoisting ropes, not their electrical cords.
14. Light bulbs and portable lamps shall be protected with cages or other type of guard.
15. The use of "home-made" electrical boxes or other equipment is not permitted on the site.
16. Electrical room doors shall be locked when not in use and have appropriate signage.
17. Electrical cords shall not be placed in doorways or other areas they may become damaged unless adequately protected.
18. Cords should be suspended by non-conductive materials (zip ties or string).

Confined Space Entry

1. Confined space entry permits shall be obtained before entering the space when deemed necessary.
2. All workers shall be trained in confined space entry.
3. Preplan rescue procedures before work begins.
4. Test air quality to ensure safe entry.
5. An outside attendant must be present at all times for permit spaces.
6. Oxygen, acetylene, and other hazardous chemicals will not be brought into a confined space unless adequate safe guards have been taken.

Concrete Work

1. Appropriate PPE must be worn including safety glasses, rubber boots (with top stapled), gloves and other equipment as may be needed.
2. Rebar, form stakes and similar impalement hazards must be protected using rebar caps or other means necessary.
3. Be cautious of trip hazards.
4. Be cautious of overhead obstructions and power lines for booms, concrete trucks and concrete tools.
5. Form lumber must have all nails removed or bent over after it is stripped.
6. Handle material properly and get help lifting when needed to avoid back injuries.
7. Workers must be aware of the hazards and proper procedures for working around concrete pump trucks including pump clogging, overhead boom, steadying pump nose and swing.
8. Watch forms and deck for deflection to identify possible blowouts.

9. Proper crane and rigging procedures must be used and have certified riggers.
10. Grinders and other tools will be used with protective guard.
11. Respiratory protection will be used when deemed necessary. Workers will be medically evaluated, fit tested, and trained.
12. Complete and review JHA before concrete work begins.
13. Personnel must wear full body harnesses, and be properly tied off on work platforms over six feet when standard handrails, midrails, toeboards are not provided.
14. Keep hand tools in peak condition - sharp, clean, oiled, dressed, and not abused.
15. If concrete touches your skin wash immediately to prevent concrete burn.
16. When shoveling concrete - push the concrete, do not lift.
17. Only the authorized person should back up concrete trucks.
18. Workers using chemicals will be trained in their use before they are required to use the chemical.

Controlling Concrete and Masonry Dust

1. Use engineering controls such as local exhaust ventilation when dust containing silica is produced from a power tool (when possible).
2. Water may be used as an alternate to engineering controls if feasible.
3. Preplan controls in the JHA/STA process. Respiratory protection shall be used when necessary. Users shall be appropriately medically evaluated, and trained.
4. Maintain dust reduction systems and ensure workers using them are trained in their use.
5. Practice good personal hygiene. Do not eat, drink or use tobacco products in dusty areas. Wash hands frequently.
6. Training for this section should be done at least annually and documented.

Heat Stress Prevention

1. Take breaks as required to stay cool. Shaded areas are available for break.
2. Drink water frequently and stay hydrated. It is recommended to drink up to four, 8 oz. cups per hour.
3. Know the signs, symptoms and treatment of heat stress. Training will be provided at the jobsite.
4. Know where potable water sources are located at the site.
5. Immediately report any signs of heat illness to your supervisor.
6. Be cautious working in the heat until you are acclimatized.

Lead, Asbestos and other Abatement Activities

1. Ensure a qualified abatement contractor performs any abatement.
2. KDF will not handle, transport or abate lead / asbestos containing material
3. Before proceeding with work in any area that contains lead or asbestos, clearance must be

obtained

4. If anyone encounters any questionable material that may potentially contain lead or asbestos, they must immediately stop work and notify their supervisor.
5. Follow instructions on all signage posted by the abatement subcontractor
6. If a breach in a containment area is observed, immediately notify your supervisor
7. Only properly trained and authorized personnel are allowed in a containment area

Fit for Duty

Purpose

To establish our expectations for an employee's fitness for duty.

Scope

This program applies to all KDF projects and operations.

Requirements

It is the goal of KDF to provide a safe workplace for all employees. To accomplish this goal, we have adopted the following fitness for duty policy requirements:

- Pre---employment physicals should be included in the hiring process, and also when changing into certain job functions and different environments.
- KDF's employees must receive training specific to their assigned task. Examples might be welding, instrumentation, scaffold building, equipment operator qualifications, etc. All training is to be documented.
- Procedures must include and be implemented for drug and alcohol testing as prescribed by DOT or the host client facilities.
- Safe work procedures must be in place prior to work beginning. Examples might include, hot work permitting, confined space, lockout tag out, process safety management, electrical safety, operator safety, etc.
- KDF's employees must report all medications they are taking. Over---the---counter medications such as allergy or cold and flu medications could also impair one's ability to perform safely and must also be reported to their supervisor.
- KDF's employee's activities and behaviors will be monitored to determine if employees should be removed from the work site if their ability to perform their duties safely is questioned.
- KDF's employees are responsible for ensuring they are physically and mentally fit to perform their job functions safely. KDF's employees must take responsibility for their own safety as well as not reporting to work in a condition as to endanger the safety of their fellow workers.
- KDF's employees are responsible for notifying their supervisor if they are fatigued to the point of not being able to perform their duties safely.

Violation and Disciplinary Action

PURPOSE

The purpose of the violation and disciplinary action policy is to support the enforcement of good safety performance and to eliminate repeated or continuing safety violations by the use of appropriate disciplinary measures.

SCOPE

This section applies to all KDF operating units.

POLICY

Appropriate disciplinary measures will be prepared as a management tool to foster compliance of personnel to the KDF safety program and those portions of the safety and health standards of such local, state, and federal regulatory agencies as are applicable.

GENERAL

Each employee who reports for work at a KDF operating company will be given a safety orientation as a part of the general hiring practices. During this orientation, the company's positive attitude toward safety will be stressed and the employee will be advised that at KDF, safety is a condition of employment. The KDF safety program will be explained and safety responsibilities will be clearly defined.

Each supervisor will be responsible for coordinating work with all other supervisors in the work area to ensure that all work can be accomplished safely.

RESPONSIBILITY

The project manager, the project superintendents, and/or project foremen are responsible for enforcement of this disciplinary action program.

Each employee of KDF is individually responsible for complying with each of the provisions of the Corporate Safety Manual, in addition to those safety instructions issued by the employee's supervisor, either verbally or in writing.

WORK PRACTICES

A site specific Work Practices form must be completed by a project supervisor for each employee hired to work on that specific job site. In addition to designating the specific job site, the Work Practices form

outlines the following items:

1. Work Practices required of the employee;
2. Cause For Disciplinary Action and/or Termination;
3. Cause For Immediate Suspension and/or Termination; and
4. Reimbursements to Company

This Work Practices form must be read and understood by each employee at the time of the safety orientation. Each employee will then be required to sign the form signifying his or her understanding of the conditions of employment.

SAFETY VIOLATION

The following constitutes a safety violation:

- Failure to follow a verbal or written instruction pertaining to the employee's position within the Company;
- Violating one or more of the Safety Rules and Regulations
- Violating local, state or federal regulations pertaining to the work being performed on the project; and
- Failure to comply with any of the safety procedures set forth within the KDF Corporate Safety Manual.

SPECIFIC REQUIREMENTS

The following steps will be administered in a fair and non-discriminatory manner.

All disciplinary actions will be documented and included in the employee's personnel file.

Each supervisor is responsible for ensuring that each and every employee reporting to him is given appropriate and specific safety instructions and that these instructions are clearly understood by the employee. Whenever language differences become a problem, it will be the responsibility of the supervisor to obtain the necessary measures (such as an interpreter) to overcome the employee's inability to understand the instructions.

A violation of the OSHA Standards for the Construction Industry or the KDF Corporate Safety Manual, will be promptly corrected. The violation should be documented by the supervisor with copies issued to the employee, an appropriate Union representative (where applicable), and the employee's personnel file.

Individual safety rule violations will be assessed on their own merit, with appropriate consideration given to the seriousness of the violation, the effect the results of the violation may have had on other workers, the employee's prior work record, and any previous safety violations. Any disciplinary action to be taken will be coordinated by the operating unit's senior field management personnel after discussing the situation with Corporate Human Resources.

SAFETY COMMITMENT

When safety inspections by members of the KDF safety department disclose violations, which indicate an overall lack of commitment to the Company's safety goals, by either workers or supervisors, responsible members of management will be held to the same level of disciplinary action

IMMEDIATE SUSPENSION

There are some situations where the safety violation is so serious that modifications or total disregard of the steps of progressive discipline is warranted. In these situations, the employee may be suspended, without pay, or terminated at the discretion of the project superintendent. It is suggested however, that in cases of this type, the employee be suspended, without pay, pending the outcome of a full investigation of the incident and the employee's previous safety history.

When this method is followed, the results of the investigation should determine the severity of the discipline to be administered. In the event the investigation should determine the employee is entirely without fault in the matter in question, the employee will be reinstated his or her pay for the period of the suspension will be reimbursed.

Employee Compliance/Disciplinary Policy-Steps

Under KDF policy, all employees are required to follow company safety policies and operating procedures. When needed, employees will be provided with additional training and information, or re-training to maintain their knowledge.

KDF reserves the right to discharge "at will." We believe that employees found performing work in an unsafe manner that would endanger themselves or the safety of another employee shall be subject to discipline or termination by management.

Discipline

The following procedures will be following after issuing a safety violation notice:

- The first offense will result in a verbal warning. The employee is to be informed that he is being issued a verbal warning and informed why. Proper procedure will be discussed to clarify the situation and allow the employee to correct this behavior. The person making this verbal warning will inform the operations manager of his branch that this warning has been issued so the operations manager may make a written record of the warning.
- The second offense will result in a written reprimand and additional training. The reprimand will be written on the standard Safety Reprimand form (see below) and will describe the unsafe activity or behavior that needs correction. Refer to the section of the safety program that was violated (when applicable). The employee receiving the reprimand has the right to submit a written rebuttal to the reprimand. The employee must sign the reprimand. The reprimand and any rebuttal will become a part of the employee's employment records.
- The third offense will result in another written reprimand (using the standard form) and punitive layoff, the duration of which will be decided at the time of the disciplinary action and is to be weighed by the severity of the offense. Again, the employee may submit a written rebuttal to the reprimand. The employee must sign the reprimand. The reprimand and

any rebuttal will become a part of the employee's employment records.

- The fourth offense may result in the termination of the offending employee.

The above actions are to be placed against a sliding twelve-month scale. If an employee receives a reprimand on January 1 and commits his fourth offense on or before December 31 of the same year, he is terminated. The employee does not have to commit the same violation each time to receive further reprimands. He could receive a verbal reprimand for smoking in a no smoking area on his first offense and get a written reprimand for his second offense which might be a forklift violation and yet another for failing to use proper personal protective equipment. He will be terminated upon his fourth offense in the last twelve months. In the case of serious safety violations such as by-passing guarding or other unsafe activities that put the violator or other employees at serious risk of injury, the manager may move the violator directly to the second or third warning level. If the violator's actions put him or others at risk of death or dismemberment the manager has the option to terminate him with no further warning.

Safety Reprimand Form

Date: Reprimand # _____

Issued To:

Signature:

Issued by:

Signature:

Violation (Describe in Detail): Follow up Training:

Presented by: Date of Training: Trainee

Signature:

Communication of Safety Information

The elements of the KDF IIPP and all aspects of its safety and health plan shall be communicated in a readily understandable manner to all employees. This communication process will take place within the framework of the following methods:

1. NEW EMPLOYEE ORIENTATION: All new employees, before beginning work, will be given a new employee orientation before beginning work.
2. POSTINGS: A notice shall be placed on the jobsite bulletin boards stating where a copy of the complete IIPP can be reviewed by any employee.
3. TOOLBOX MEETINGS: These Safety and Health meetings will be conducted once every week; usually first thing Monday morning, and are mandatory for employees. The purpose of these meetings is to place injury and illness prevention foremost in mind, and to equip workers with the overall preventive action that will be necessary. Workers will be encouraged to actively participate in the meeting, contribute their knowledge for the less experienced, and ask questions if they do not understand. These toolbox meetings will be documented and maintained at the jobsite.

It is the policy of KDF to encourage all employees to report hazards existing at their worksite to their supervisors or the Responsible Person so that corrective action can be taken in a timely manner.

Employees who report such conditions will not be disciplined nor will they suffer any reprisals due to their actions.

Employees shall be kept informed of the requirements of the safety program through the above listed communication methods.

Job Safety Analysis

Identification and Evaluation of Workplace Hazards (JSA)-Audits

The goal of this the KDF safety program is to identify and evaluate unsafe work conditions and practices so that accidents, injuries, and job-related illnesses are minimized, if not completely eliminated. KDF has instituted the procedures described in this section. The primary procedure for identification and evaluation of potential unsafe work conditions and practices is the Job Hazard Analysis (JHA). Before any new phase of work will be allowed to begin, a JHA will be done by the foreman or foremen and superintendent(s) that will be directly supervising that particular work operation.

In addition to the above, KDF uses periodic scheduled and unscheduled audits. Audits will be conducted as follows:

Safety Audits are to be made during the week by an Audit Team or individual. The Superintendent or the designated responsible person will conduct a safety/health audit of their project.

PURPOSE

To define minimum requirements and responsibilities to identify, analyze and control potential hazards or risks associated with specific job tasks and equipment operation with the goal of preventing occupational injuries and illnesses.

SCOPE

This section applies to all KDF operating units.

POLICY

To conduct a careful study of jobs within our organization in a further effort to define the specific content of training necessary to successfully reduce accidents and injuries.

RESPONSIBILITIES

Operating Unit

Each Operating Unit is responsible for implementing a Job Safety Analysis (JSA) program consistent with this procedure and completing a job safety analysis for each job task which has potential hazards which could cause injury or illness.

Each Operating Unit must have a written JSA procedure, which follows these general guidelines:

Identify Tasks

Prioritize tasks for analysis beginning with tasks with a high incident frequency and severity potential, or new previously un-analyzed jobs. As a minimum, the job tasks and/or equipment listed in paragraph 6.0 of this section, must be analyzed and reviewed with each employee prior to their participation in the job activity.

Observe Tasks

Select an employee to observe who is performing the job task. View the task being performed as many times as necessary to ensure all potential hazards have been identified.

Review the Tasks

When the observations of the tasks have been completed, review all of the recorded observations with the employee to ensure that all steps were included and note any deviations from normal practice.

Reducing the Hazards

List all of the effective methods by which the potential hazards that have been identified or can be reduced on the JSA form. This includes:

- eliminating the specific hazard by installing guarding, ventilation, interlocks, enclosures, etc.;
- providing or modifying the equipment, which will reduce exposure to or contact with the hazard. For example, using mechanical handling or lifting equipment instead of physical handling or lifting;
- changing the physical conditions or layout of the job requirements;
- reducing the frequency of the job activity;
- substituting a less hazardous material or substance; and
- Increasing the personal protective equipment.

HAZARDOUS TASKS

The following job tasks and/or equipment are recognized as being hazardous through company experience and must be analyzed through the JSA process and reviewed with each employee assigned to the job:

- high-pressure washing systems;
- crane operations;
- transferring flammable or corrosive chemicals to or from containers;
- trenching or excavation;
- fork-lift truck operation;
- use of utility knives;
- operation of vacuum trucks;
- working with electrical equipment in a wet environment;
- working off elevated work platforms or man lifts;
- climbing or descending ladders or scaffolds while wearing protective clothing and respirators; and
- picking up and laying down bags of adequately wet waste.

Incident Reporting

PURPOSE

To describe the procedures for informing management of incidents, to assure timely access to company resources, to help resolve incidents and to identify federal and state requirements for reporting and recording occupational accidents, injuries and illnesses.

To provide Worker's Compensation Insurance Claims Service requirements for reporting occupational accident, injury or illness claims.

To address procedures for processing occupational accident, injury and illness claims and to establish a method whereby each Operating Units accident costs can be charged directly against the profit of the Operating Unit involved.

SCOPE

This section applies to all KDF operating units.

POLICY

All incidents having either an immediate or potential effect on the safety and well-being of the Company, its employees and visitors, will be reported and recorded within the time frame allocated. Incidents, which are required to be reported, include, but are not necessarily limited to, the following: Accidents, injuries, spills, fires, vehicle accidents and inspections by regulatory agencies.

It is KDF's policy to voluntarily comply with all employee and visitor accident, injury and illness reporting requirements established by OSHA, State worker's Compensation Agencies, and KDF's Worker's Compensation Insurance Claims Service.

DEFINITIONS: (For this Section)

Incident—an unplanned event resulting in personal injury, occupational illness, property damage, vehicle or equipment accident, loss of assets, fire or explosion, spill or release, or adverse publicity.

Spill—every unplanned escape of material solid or liquid, from its primary container, vessel, tank, etc., regardless of quantity. Routine or intentional leakage to a drip pan or sump is not considered to be a spill.

Release – any unplanned escape of a vapor, aerosol or gas from its primary container.

RQ Spill or Release – a spill or release of sufficient quantity of material to exceed the reportable quantity amounts noted in the Department of Transportation Regulations.

Inspection – any inspection or contact by a representative of a regulatory agency, a public safety department or agent of the customer.

INCIDENT REPORTING REQUIREMENTS

All incidents must be reported as outlined in this section. The reporting scheme follows the organization structure. If you are unable to contact the next person in the organization, do not hesitate to report up.

Reporting Sequence

All incidents are to be reported by our personnel to their supervision immediately.

In the case of Class I incidents notifications are to be made within 24 hours. These include:

- Accident or injury requiring off site medical care but not OSHA recordable;
- Motor vehicle or equipment accident - No injuries, no third parties, and damage less than \$500;
- Fires or explosion with no injuries and damage less than \$500; and
- First aid Injury, no medical attention.

The requirement for telephone notifications for first aid injuries not requiring any off site medical care may be waived by the Company President or the Operating Unit Manager providing the incident has no potential for future complications and first aid log entry of the minor incident is assured. In the case of Class II incidents, notifications are to be made within eight hours. These include:

- OSHA Recordable injury or illness;
- Motor vehicle or equipment accident with injuries, or third party, or damage exceeding \$500;
- Spill or release less than reporting quantity;
- Fire or explosion with injuries or damage over \$500;
- Minor spill or release of hazardous substance below reporting quantity; and
- Incident involving media attention.

In the case of Class III incidents, notifications are to be made immediately. These include:

- Hospitalization or death of employee, subcontractor, or potentially job related third party;
- Spill or release of hazardous substance resulting in evacuations or exceeding reporting quantity;
- Job shutdown due to emergency or regulatory action;
- Regulatory agency visit to job site; and
- Response guidance needed (PR, Legal, and Technical.)

In all cases initial notifications are to be made as promptly as is practical within the time frames noted.

DOCUMENTATION

The KDF Supervisor's Incident Report form must be completed in hard copy for all incidents, and copies forwarded immediately to the designated authority. The Corporate Claims Administrator will complete all

state required First Reports of Injury, file them with our workers' compensation claims administrator, and copy them and all related documentation to the respective personnel.

SUPERVISOR'S INCIDENT REPORT

A copy of the supervisor's Incident Report form must be completed to report each and every incident.

Provide complete information in all the spaces provided. Do not leave any spaces blank. If not applicable, indicate this with N/A in the space allocated. Do not use nicknames when entering the employee's name. Provide the facts associated with the incident but do not make assumptions. Record what is known or observed. Be complete and concise in your description of the incident and the employee activity.

EMPLOYER'S FIRST REPORT OF INJURY

Each state within the United States has either developed its own employer's First Report of Injury form or has indicated a willingness to accept a suitable substitute. Generally, where a state does not have its own form, the acceptable substitute is that form used by the employer's Workers' Compensation Insurance Claims Service.

OSHA 300 LOG

The OSHA 300 Log is required by the Occupational Safety and Health Administration as a method of recording certain occupational injuries and all occupational illnesses. OSHA has established a criterion for what are recordable injuries and illness. Only those injuries or illnesses that fall within their definitions must be recorded on the OSHA log.

Completing the OSHA 300 Log

Immediately upon mobilization at the job site, the upper portion of the OSHA 300 Log should be filled in with the required information. Completion of this portion of the Log makes the Log immediately current. At the completion of each page of the Log, the totals line at the bottom of the Log should be completed also. These totals should be carried over to the next page of the Log. A recordable injury or illness must be entered on the OSHA 300 Log within six (6) working days of a supervisor becoming aware of the injury or illness.

The OSHA 300 Log should be maintained on the job site if the job site is fixed and has office facilities. If, however, the job site varies from day to day, then the form should be maintained at the Operating unit's home office.

Posting Requirements

Each year the totals and information portion of the last page of the OSHA 300 Log for the preceding year, must be posted at each job site or company office, in the place where notices to employees are customarily posted. This copy must be posted no later than February 1st and must remain in place until the last day of April. Before posting the last page of the completed OSHA 300 Log, it should be folded at the "fold" line so that only the totals and information portion of the 300 Log is visible. The OSHA 300 Log

does not have to be posted during any other period, and should be kept in an appropriate file at the location.

OSHA FORM 301 INJURY AND ILLNESS INCIDENT REPORT

OSHA Form 301, INJURY AND ILLNESS INCIDENT REPORT, is a form that was initially used to satisfy the need for additional information on a recordable injury or illness, over and above that information contained on the OSHA 300 Log. However, the OSHA Form 301 is not the only form that can be used to satisfy this requirement. In almost every state, the employer's First Report of Injury form can and should be used as the supplementary record. In those few cases where the employer's First Report of Injury does not include all of the items on the OSHA Form 301, the missing items can be added to the substitute form.

LOG OF FIRST AID TREATMENT

All work-related injuries, regardless of severity, must be reported and entered on the Log of First Aid Treatment. If the injury is OSHA recordable, it should also be entered on the OSHA 300 Log. Under 29 CFR 1910.1020 (c)(6)(i)(D), the Log of First Aid Treatment is a part of the employee's medical and/or exposure records and as such must be maintained by the Operating Unit as a part of the employee's permanent medical records.

FIRST AID TREATMENT VS. INSURANCE CLAIMS SERVICE NOTIFICATION

In construction, minor injuries may occur that require simple care. Personnel stay on the job, the injury is clearly minor, they are treated by a first aid trained individual using supplies maintained at the job site, and they recover fully. In order to protect the injured person, our company, and to inform management, the first aid log entry is made as simple documentation.

In the event the injury or illness requires off site care, or has the potential for future care or costs, or the employee claims workers compensation benefits, then added action, reporting and documentation is required. The following criteria are to be used in helping to determine cases that are clearly first aid and those that require added action and formal reporting to our workers compensation insurance claims administrator.

First Aid Treatment

Injuries which fall into the first aid treatment category are generally classified as injuries which:

- Are very minor requiring only simple treatment within the prescribed protocols of a first aid certified care provider, and not requiring off site medical care;
- Are not required to be recorded on the OSHA 300 Log;
- Do not result in lost time or restricted activity; and
- Do not involve the employee's back, neck or head;

Any time an injured employee begins seeing a physician (other than for basic first aid), or gives any indication that a worker's compensation claim may be filed or may be necessary; the injury is no longer a simple first aid case and must be immediately reported to the insurance claims service.

Insurance Claims Service Notification

Injuries which must be immediately reported to the insurance claims service are those injuries which:

- Require off site medical treatment or services;
- Involve the employee's back, neck or head or have other potential for requiring added treatment or costs;
- Results in an employee's claim for workers' compensation benefits, such as medical treatment, indemnity payments, and/or disability; and
- Any other actual or alleged injury or illness that may likely result in a claim.

REPORTING OF FATALITY OR MULTIPLE HOSPITALIZATION ACCIDENTS

Employers must report to the local OSHA area office, every accident that results in one (1) or more deaths or in hospitalization of three (3) or more employees. The report must be made within eight (8) hours after the occurrence of the accident. It can be made either orally (by telephone) or in writing to the OSHA Area Director. In those states with approved safety and health plans, the report must be made to the state agency, which has enforcement responsibilities.

If you are unsure of the reporting requirements, notify the next higher level of management.

GUIDELINES FOR DETERMINING OSHA RECORDABILITY

Whenever an injury or illness meets the following criteria, it must be recorded on the OSHA Form 300.

- Every work-related fatality
- Any diagnosed work-related illness
- All work-related injuries requiring "medical treatment"
- All work-related injuries which cause a worker to have a loss of consciousness
- All work-related injuries involving restriction of work or motion
- If the work-related injury involves days away from work, days of restricted work activity, or both
- All work-related injuries involving a transfer to another job or termination of employment

Note: In order for an injury or illness to be recordable, it must be work-related. An injury or illness is only considered work-related if it occurs in the work environment, and this is defined as any area on the employer's premises, such as the worksite, the company cafeteria, the customer's worksite where the employer has a contracted job, the company parking lot, etc. The work environment surrounds the worker wherever he or she goes on company business; on official travel, on

dispersed operations, or along regular routes (e.g., sales representatives, truck drivers, construction workers, field personnel, etc.)

While most of the above are clear cut and easily understood, item 3 above, "All work-related injuries requiring medical treatment" forces you to make the decision concerning recordability. In this category, recordable and non-recordable injuries are only distinguishable by the actual treatment provided. That is if the injury actually required medical treatment, as opposed to first aid treatment, it is recordable. If, on the other hand, the injury is such that only first aid treatment is required, regardless of who applies the first aid, it is not a recordable incident.

The following guidelines will assist in determining the difference between medical treatment and first aid.

MEDICAL TREATMENT

The following are generally considered to involve medical treatment, and as such, should be recordable for a work-related injury:

- Antiseptics applied on a second or subsequent visit to a doctor or nurse
- Burns of a second or third degree nature
- Butterfly sutures
- Compresses, hot or cold, when applied on a second or subsequent visit to a doctor or nurse
- Cutting away dead skin (surgical debridement)
- Diathermy treatment
- Removal of foreign bodies that are actually embedded in the eye.
- Treatment for infection.
- Removal of a foreign body from a wound when the depth of embedment, size or shape of the object or location of the wound, requires a physician.
- When prescription medications are used (only as required by law.)
- Soaking, either hot or cold, on a second or subsequent visit to a doctor or nurse.
- Sutures (stitches).
- Whirlpool treatment when requested by a physician.
- X-ray which is positive.

FIRST AID TREATMENT

The following are considered to involve only first aid treatment and need not be recorded if the work related injury does not involve any other criteria.

- Application of an antiseptic on a first visit to a doctor or nurse
- Bandaging on any visit to a doctor or nurse

- First degree burns
- Compresses, hot or cold, when applied on a first visit to a doctor or nurse
- Use of an elastic bandage on a first visit to a doctor or nurse
- Irrigation of the eye for the removal of a foreign body from the eye when not embedded
- Use of nonprescription medications or administration of a single dose of prescription
- Medication on first visit for minor injury or discomfort
- Observation of injury on second or subsequent visits to a doctor or nurse
- Applying ointment to abrasions to prevent drying or cracking
- Tetanus shots, initial or boosters
- Hospitalization for observation, when patient receives no treatment other than first aid
- X-ray which is negative

Incident Investigation and Review

PURPOSE

To provide an outline of the measures necessary to investigate and reconstruct the accident scene, analyze the findings and circumstances involved, and ensure the quality of documentation in order to form an accurate understanding of the immediate and basic causes of an accident.

SCOPE

This section applies to all KDF operating units.

POLICY

All employees will be instructed to report any injury, regardless of the apparent severity, to their immediate supervisor as soon after the accident occurs as possible. Each of these accidents will be investigated by management personnel and the results accurately and timely documented.

GENERAL

It can be said that the only purpose accidents serve is to provide us with enough information which will enable us to take appropriate action to prevent similar occurrences on a continuing basis. But this is only true if we learn from our experiences. All accidents, regardless of their apparent severity at the time of occurrence, must be investigated by the worker's immediate supervisor and the results detailed on the Supervisor's Incident Report form. When supplemental information is required, the Incident Investigation Report, found in this Section, should be used.

SUPERVISOR'S INCIDENT REPORT

When an accident occurs it is the responsibility of the injured employee's immediate supervisor to conduct a preliminary investigation of the accident, complete the Supervisor's Incident Report form and take whatever immediate action is necessary to prevent the recurrence of a similar type accident. The Supervisor's Incident Report form must be completed in its entirety.

INCIDENT INVESTIGATION

Each incident should be investigated in order to determine the specific facts as they relate to the incident. The Incident Investigation form should be used to record this factual information. The investigation should commence as soon as possible after the incident is under control but not later than the first work day after the incident.

Investigation Procedure Suggestions

1. Interview witnesses and participants as soon as possible after the incident. In a Class III incident, the statement of each should be recorded and signed promptly. No additional interviews should be conducted without advice of Counsel.

2. Obtain a chronological sequence of events. Do not solicit opinions as to the cause of the incident.
3. Note the location, participants, activity of participants, job number, time and date of incident, etc., in order to describe exactly what happened in detail.
4. Obtain weather data unless the incident occurred indoors.
5. Ascertain the location and position of any switches, controls, etc. that may have a connection to the incident.
6. Verify, or have verified, the condition of all safeguards used at the time of the incident.
7. Do not allow any equipment involved in the incident to be removed from the premises or scene of the incident without consultation with legal Counsel.

Identifying Action to be Taken

1. After the initial facts concerning the incident are gathered and analyzed, the action to be taken should be identified. This action is generally based upon the two types of factors typically existing in an incident: Causative and Contributing. Several factors may exist in each of these two categories.

- **Causative Factors**

Causative factors are those which are self-evident or readily deduced from the observed facts as the immediate reason(s) the incident occurred. (e.g., a foreign body in the eye; injured party not wearing eye protection. Causative factor is the failure to use proper eye protection). In more complex incidents, further investigation will often be required to establish one or more causative factors.

- **Contributing Factors**

Contributing factors may either underlie the causative factor(s) or combine with them in an ultimate causation. In the former instance, asking why the apparent causal factor was allowed to exist will be sufficient. (e.g., why did the injured party not use eye protection?) In more complex incidents, further investigation may be required to determine what factors could have combined with the causative factors to result in the incident.

2. In tentatively identifying the action to be taken, it should be remembered there may be, in addition to those factors causing or contributing to the incident, other facts and circumstances which should be considered during the investigation. The action to be taken is an outcome of the facts of the investigation and not an opinion of conjecture based on incomplete or inconclusive information.

THE INCIDENT REVIEW PROCESS

The primary purpose of the Incident Review Process is to:

- Ensure that key members of management are directly involved in the review of each incident;
- Ensure that all of the facts contributing to the incident are determined; and

- Ensure that all of the information developed is utilized in a timely manner to prevent a reoccurrence of the incident.

The Incident Review Process should not be looked upon as a means of determining who is at fault, nor is it intended to be a finger pointing exercise. It is intended to be an extremely useful tool in insuring that key management personnel are involved in the review of each and every incident that occurs.

THE INCIDENT REVIEW TEAM

The Incident Review Team should be composed of each member of management in the chain of supervision which leads from the individual involved in the incident up to and including the Operating Unit Manager. In most cases, this will include at least the following:

The Operating Unit Manager

The Project Manager

The Construction Manager

The Supervisor involved

The Project Superintendent

The employee involved

Any witnesses to the incident

And any other member of management who it is believed will derive a benefit from being a member of the Incident Review Team should be included.

SCHEDULING THE REVIEW

An effort must be made to convene the Incident Review as quickly as possible following notification of the incident, and only in extreme cases should the time of the review exceed 72 hours from the time of the incident.

All OSHA recordable incidents must undergo an Incident Review Process. The Incident Review Process on all other incidents will be left to the discretion of the Operating Unit Manager.

CONCLUSION OF THE REVIEW

At the conclusion of the Incident Review process on all OSHA recordable incidents, the Operating Unit Manager is required to provide the Company President with a brief summary of the results of the review process.

The final disposition of the Incident Review is left to the Operating Unit Manager.

Appropriate and Safe Use of Cell Phones

The health and well-being of our employees are part of the core values and beliefs of KDF. It is our policy to not use cell phones, with or without a hands-free device, while driving. This policy applies both to the use of a company-supplied cell phone, for any reason, and a personal cell phone, for company business. The policy applies to driving company, rental, and personally-owned vehicles when conducting company business. In addition, KDF personnel and subcontractors are not to use cell phones while operating equipment and machinery, or performing other activities requiring the individual's full attention.

Correction of Unsafe Conditions

All unsafe or unhealthy work conditions or work practices identified will be evaluated and corrected.

Unsafe or unhealthy work conditions or work practices will be corrected in a timely manner, as determined by the severity of the hazard. Under no conditions will personnel be required or permitted to work in hazardous conditions.

Problems that cannot be corrected immediately will be assigned to the Jobsite Responsible Person to ensure completion of the corrective action. Once corrected, written documentation of the action taken will be developed or obtained by the Jobsite Responsible Person.

When an imminent hazard exists which cannot be immediately corrected without endangering employees and/or property, the following steps will be followed:

1. Steps:

- a.** Remove all potentially endangered employees;
- b.** Provide employees responsible to correct the condition with necessary safeguards;
- c.** Correct the problem; and
- d.** Document the corrective action and date corrected in accordance with this Section. The documentation is to be completed by the Jobsite Responsible Person or her/his designee. The Jobsite Responsible Person will maintain documentation on file.

Unsafe or unhealthy work conditions needing corrective action will be documented by using:

Safety Audits

Engineering controls will be used first to eliminate or minimize unsafe or unhealthy work conditions. If engineering controls are impractical or infeasible, administrative controls will be used.

If engineering controls alone, or in combination with administrative controls cannot adequately minimize the hazard, personal protective equipment shall be used.

Unsafe work practices will be immediately corrected by providing the affected employees with re-training to be provided by the Jobsite Responsible Person or her/his designee.

All Operating Procedures will be reviewed at least annually and whenever new chemicals or equipment is introduced into the system, or when there is a process change. When changes are made, affected employees will receive additional instruction.

Health and Safety Training

PURPOSE

To define minimum company requirements and responsibilities for conducting health and safety training for KDF employees.

SCOPE

This section applies to all KDF operating units.

All employees shall receive training and instruction in the following areas:

1. General safety and health work practices, and, specific instruction with respect to hazards unique to the job assignment and training of the appropriate aspects of this safety manual and the KDF safety program to all employees.
2. To all employees given new job assignments for which training has not previously been received,
3. Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard, and In accordance with this IIPP, the Jobsite Responsible Person or her/his designee shall provide training. For example, supervisors or foreman will conduct safety training at the jobsite. For construction activities, "tool box" or "tailgate" training must be provided at least every ten working days.

Additional, training shall be provided to supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed.

POLICY

To ensure that each employee of KDF receives and understands the required health and safety training necessary to confirm that employee's ability to safely carry out his or her work assignments.

REQUIREMENTS AND RESPONSIBILITIES

Orientation Training

Each new KDF employee will receive a safety orientation. This orientation will include, in addition to specific training, a discussion of the employee's right to refuse to perform any task, which they believe, is unsafe or for which they have not been adequately trained. The new employee orientation will include, as a minimum, at least the following:

- job specific health and safety training including supervised on-the-job training;
- hazard communication in compliance with 29 CFR 1910.1200;
- hazardous waste operations and emergency response (if required) in compliance with 29 CFR 1910.120;

- the job specific Emergency Action Plan; and
- specialized health and safety training such as:

Tag Out / Lock Out Procedures
 Ladder Safety Fall Protection Program
 Confined Space / Vessel Entry
 Electrical Safety Equipment Decontamination
 Rope, Cable and Sling Inspection
 Scaffold Safety
 Housekeeping and Sanitation
 Personal Protective Equipment
 Welding and Cutting
 Powered Industrial Trucks
 Material Storage and Handling
 Powered Aerial Work Platforms
 General Office Safety
 Excavation and Trenching
 Power Operated Hand Tools

Hazardous Materials Training

Each KDF employee will receive the Hazard Communication Training and, if required, OSHA's Hazardous Waste Operations and Emergency Response training before they are permitted to engage in hazardous waste operations or handle hazardous substances. Refresher hazardous substance training will be conducted as required by regulations and to maintain proficiency.

TRAINING DOCUMENTATION

All safety training must be documented and should include, at a minimum, the subject title, subject description and learning objectives, who provided the training, including name, title and location, the date conducted, and the signature of the trainee(s) and instructors. All employees who have received and successfully completed certain portions of this training will receive a written certificate, a copy of which will remain within their personnel file.

TRAINING INSTRUCTORS

Personnel who instruct employees must be qualified by either academic credentials or instructional experience and subject knowledge to teach the subject matter that is being presented. Records should be kept to document their qualifications as instructors.

Subcontractor Personnel

KDF personnel will not routinely provide health and safety training directly to subcontractor's employees or visitors except to provide site safety orientation and other notifications required by OSHA regulations, for example Hazard Communications, Process Safety, Lockout/Tag out, etc. This may change dependent on the type of project.

SUPERVISOR'S ROLE IN TRAINING

Supervisors are the keys to accident prevention within the construction industry. They are the individuals between top management and the workers who translate management's policy into action. Therefore, the role of safety training must be an ongoing part of each supervisor's job. Without it, there is a total breakdown of the safety chain.

Supervisor's must be made to believe that efforts on the part of safety play just as important a role in the completion of the project as do their efforts at production, and that one cannot be sacrificed in lieu of the other.

Supervisors must realize they will be held accountable for the safety performance of their crew or group.

Weekly Tool Box Safety Meetings

Supervisory personnel will be required to conduct weekly tool box safety meetings to provide their employees with up-to-date safety information and to discuss the various aspects of job safety and health. Employee attendance will be required and KDF Tool Box Safety Meeting form must be completed by the supervisor and signed by each employee attending the meeting. These records will then be maintained as a part of the job file retention package.

Weekly Tool Box Safety Meeting forms, which are printed with a brief safety meeting topic, are in a format which allows the supervisor to read directly from the form and then have the workers sign the form indicating they have received the daily safety training and understood it. Blank topic forms will also be available for those supervisors who wish to draft their own message or provide information on a specific topic. When this blank form is used, the supervisor must write out the message on the top portion of the form before beginning the safety meeting.

Weekly toolbox safety meetings are an extremely important part of the KDF safety program, because it is only through face-to-face contact that effective communication on the subject of safety can take place. The open, informal atmosphere of a toolbox talk, which in effect is a small group meeting, encourages the kind of questions and discussion that "personalize" the issue of safety by focusing on its day-to-day applications.

In addition, the supervisor's weekly toolbox safety meetings serve the following purpose:

Encourage Safety Awareness – Other means of getting the safety message across are often too easily ignored. But when a small group of workers get together to discuss the hazards they have encountered and the steps they can take to eliminate them, it increases each worker's safety consciousness.

Get Employees Actively Involved – In a sense, toolbox safety meetings can put employees "on the spot"; that is, they demand feedback. They get employees thinking about safety and encourage them to come up with ideas and suggestions for preventing accidents and minimizing the hazards with which they are most familiar.

Motivate Employees To Follow Proper Safety Practices – Small group meetings are the best place to demonstrate the uses of protective equipment, proper lifting techniques, and other specific safety procedures.

Nip Safety Hazards In The Bud – A daily tool box safety meeting is the perfect time to pinpoint minor hazards before they result in real problems. It also presents an excellent opportunity to discuss safety hazards that are inherent in the construction environment in general and the asbestos abatement environment in particular, that the experienced employees are likely to take for granted.

Introduce Workers to New Safety Rules, Equipment, and Practices – In addition to introducing new items, a daily tool box safety meeting is a good time to reinforce the importance of long-standing safety procedures and to remind employees of the reasons behind them.

Provide Vital Information on Accident Causes and Types – Regular meetings are the best way of keeping employees up-to-date on the hazards in their environment and what the company is doing about them. They also make it easier for the company to maintain accurate accident statistics, an important tool in tracing the progress of accident prevention efforts.

Conducting Safety Meetings

PLANNING THE SAFETY MEETING

Planning is essential in order to have a successful training session. The meeting location, time of day, the subject, the method of delivery, the number of disruptions, the distraction around you, all have a role in making the safety meeting a success or failure

Length of Time for the Meetings

Ten minutes will probably be sufficient if the supervisor is giving a routine run-down of safety regulations plus a short pep talk on the importance of working safely. In contrast, fifteen minutes should be used if the supervisor talks about a specific topic of safety, such as the care and use of a new item of equipment. Anything over fifteen minutes may well be an unjustified interruption of production.

Planning the Meetings

Divide the meeting into two phases, the presentation itself and a question and answer session. Say that the meeting runs fifteen minutes. Allocate at least ten minutes for the presentation and use the rest of the time for both questions and answers or a discussion.

The last few minutes are very important. By the questions and comments, the supervisor can determine how clearly he has gotten his information across to the workers. At the same time, he can gauge the worker's reaction to changes and proposals that were passed down. This period of the meeting also allows the workers to actively participate in making the jobsite safer.

CONDUCTING THE SAFETY MEETING

There is a method to conducting a "good" safety meeting. If the supervisor is well prepared and knows his topic, the right message will be passed on to the workers. If the supervisor fumbles for words and does not appear to know the topic well, the worker will not value the lesson and will believe that the training is not helpful.

Rehearse

Rehearse your presentation. Look over your information and know what you are going to say and how you are going to say it before you stand up in front of your workers. When you feel like you know what you are talking about, your workers will believe you know what you are talking about.

The Presentation

Be business like, but not dictatorial. Be serious enough to convince the workers that the information is worth their attention. The supervisor can smile or inject a little humor into the meeting. In fact, a light touch at the beginning will help everyone to relax. The presentation must be held in a language, which can be understood by the majority of the work force.

Be Brief and to the Point

The supervisor should organize and mentally go over the meeting prior to it. Any extra words or irrelevant ideas should be chopped away. Excess verbiage is not necessary and often adds confusion to the topic being discussed. Keep the message clear and concise.

Use Training Aids

Training aids of any kind can be of great assistance to you in making your presentation. For example, holding up a battered and broken hard hat that took the impact of a falling object while pressing a point about the wearing of personal protective equipment, will tend to make quite an impression.

Hold a Question and Answer Period

The supervisor must listen attentively, even though he may think he knows exactly what the speaker will say. The worker may fool him, and even if he doesn't, he could feel slighted if the supervisor does not give him his full attention. Also remember the tried-and-true rule: Praise in public, criticize in private. Resist the temptation to take the wind out of someone's sails by insulting them in front of their co-workers. Along the same line, do not argue a point with any workers while in front of others. First, because it wastes meeting time and second, your chances of getting a worker to admit that they are wrong in front of co-workers are pretty slim. Discuss the matter later in private. And if you were wrong and made a wrong statement in front of your workers, make certain that you correct yourself the next time you hold a meeting.

Never Brush Off a Complaint

Answer a complaint on the spot if you can. Otherwise promise to look into it and to get back to the complainant as quickly as possible. Do not try to bluff your way out of a hot corner or you will be labeled a supervisor who does not know what they are talking about. Safety Meetings may bring out the worst in some people. People may not talk at all, may not be quiet, may disagree with everything, or bring up a completely unconnected or unrelated subject just to complain. The manner in which the supervisor handles these individuals will determine the success or failure of the safety meeting.

The supervisor is the key figure in determining whether a meeting is useful and informative or ineffective and time consuming. That is why the supervisor must prepare as fully for a safety meeting as they do for deciding project schedules, manpower requirements and other major questions.

Recordkeeping Requirements

PURPOSE

To maintain all records required by KDF and those local, state, and federal regulatory agencies involved, and to ensure the retention, availability, and transfer of those records in compliance with the applicable standards.

SCOPE

This section applies to all KDF operating units.

POLICY

It is the policy of KDF to voluntarily comply with each of the recordkeeping requirements of all local, state, and federal regulatory agencies having published compliance standards governing the scope of work in which KDF is involved.

RECORDKEEPING

Asbestos Records: KDF has made the decision to maintain all of its pertinent asbestos related records for a minimum of thirty (30) years. For personnel records, this will be 30 years following the employee's last day of employment, and in the case of job records, it will be 30 years following the completion of the project.

These 30 year records will include, but are not necessarily limited to, the records indicated on the List of Mandatory Forms for Personnel Records Retention and the List of Mandatory Forms for Job Records Retention. Although OSHA has now indicated that 30 year retention of certain records are no longer required for short term employees, KDF will not differentiate between short and long term employment, but will maintain all personnel, medical and training records for at least 30 years following the employee's last day of employment.

Training Records: KDF will maintain all employee-training records for a minimum of 30 years beyond the last date of employment.

TRANSFER OF RECORDS

KDF will comply with all requirements concerning transfer of records as set forth in 29 CFR 1910.1020.

Whenever a KDF subsidiary or affiliate should cease to do business and there is no successor employer to receive and retain the records for the prescribed period, the records will be transferred to KDF for retention. In the unlikely event that KDF should cease to do business and there is a successor employer to receive and retain the records, then KDF will notify OSHA and NIOSH at least ninety (90) days prior to disposal and, upon request, transmit the records to OSHA.

AVAILABILITY OF RECORDS

KDF will, upon written request, make all records required to be maintained by any of the OSHA Standards, available to the Assistant Secretary of Labor (OSHA) for examination and copying.

KDF will, upon request, make any exposure records required by any of the Standards, available for examination and copying to affected employees, former employees, designated representatives of those employees, physicians designated by the employee and the Assistant Secretary, in accordance with 29 CFR 1910.1020.

KDF will, upon request, make employee medical records required by the Standards, available for examination and copying to the subject employee, anyone having the specific written consent of the subject employee, and the Assistant Secretary, in accordance with 29 CFR 1910.1020.

MANDATORY RECORDS

Personnel Records

A copy of this list should be attached to the inside cover of each employee's personnel file to ensure the use of these forms which are required in the Personnel Records Retention Package by either KDF or the federal government for a minimum of thirty (30) years following the employee's last day of employment.

- New Employee Information
- Alcohol and Drug Free Workplace Acknowledgement
- Alcohol and Drug Testing Results
- Initial Medical Questionnaire *
- Periodic Medical Questionnaire *
- Additional Medical Information *
- Work Practice for Asbestos Abatement Projects
- Physician's Written Opinion
- Respirator Training Record and Fit-Test Record
- Certificate of Worker's Acknowledgement
- Any Asbestos or Lead licenses
- All Training Records
- Biological Monitoring Results
- Applicable Safety Data Sheets
- Hazardous Chemical Inventories
- Background Data to Environmental Monitoring
- Employee Exposure Records

Job Records

A copy of this list should be attached to the inside cover of each job file to ensure the use of these forms which are required by either KDF or the federal government in the Job Records Retention Package for a minimum of thirty (30) years.

- Company Letter to Physician
- Anticipated Respiratory Protection Requirements
- Initial Exposure Assessment
- Construction Daily Safety Meeting Report
- Daily Sign-in / Sign-out Log form (Containment Log)
- Daily Air Monitoring Report
- Personnel Assigned to Project
- Asbestos Project Notification
- Competent Person's Daily Inspection Checklist
- Supervisor's Daily Journals

Maintenance of Records

KDF will keep records of the actions taken to implement and maintain this safety manual. The records will be maintained on file for a minimum of three years. The records kept by KDF relating to this safety manual will not adversely affect the retention of medical and exposure records in accordance with OSHA "Access to Employee Exposure and Medical Records."

Records of scheduled and unscheduled periodic inspections as well as other records including methods used to identify and evaluate workplace conditions and work practices shall also be retained.

Records relating to the safety manual shall include at a minimum, person(s) conducting the inspection or evaluation; the unsafe conditions and work practices that have been identified; and, actions taken to correct the identified condition or work practice.

Records and documentation of safety and health training shall include at a minimum, the name of employee and/or employee number; date of training; training topic(s); training format; and instructor.

Retention Periods

OSHA regulations have requirements for the maintenance and retention of records for occupational injuries and illnesses, medical surveillance, exposure monitoring, inspections and other activities relevant to occupational health and safety. To comply with these many requirements, and to demonstrate that critical elements of this IIPP are being implemented, the following records retention schedule shall be kept by KDF.

KDF shall maintain the following records for the minimum length of time indicated below:

Record Description

Notices of Safety Violations	3 years
Reports of Corrected Safety Violations	3 years
Employee safety training documents	Employee's Career

OSHA 300 Log and Summary of Occupational Injury and Illness	5 years
Safety Program audit and inspection records	3 years
Accident Report forms	3 years
Safety postings	3 years

KDF shall maintain the following records for the minimum length of time indicated below:

Record Description	Retain for:
Periodic inspection records	3 years
Safety meeting agendas	3 years
Employee safety training documents	Duration of employee's career

KDF is responsible for maintaining these records and must be able to present them to OSHA or another regulatory agency if requested. KDF audits will include a review of the safety manager's record keeping practices.

Medical Records

PURPOSE

The purpose of this guideline is to specify the method for maintaining and storing medical records. Medical records, including both employee health and exposure records, must have secure storage for confidentiality reasons. Adherence to this guideline meets the requirements of Access to Employee Exposure and Medical Records, OSHA 1910.1020

SCOPE

This section applies to all KDF operating units.

POLICY

It is the policy of the Company to maintain the confidentiality of all employee health records yet still allow access to employees, their designated representatives, appropriate medical and regulatory offices. In cases where conflict may exist, the Company may request that written consent be obtained from the employee prior to release of medical records.

GENERAL

Employee exposure records, medical records and related material will be maintained by the company for the appropriate period of time required by OSHA. Access to these records will be provided in strict accordance with 29 CFR 1910.1020, OSHA's Access to Employee Exposure and Medical Records Standard.

Physician's Written Opinions are not categorized as medical records.

DEFINITIONS:

Employee Exposure Records

Means a record containing any of the following:

- (a) Environmental (within the workplace) monitoring or measuring of a toxic substance or harmful physical agent, which includes personal, area, grab, wipe or other form of sampling as well as related collection and analytical methods, calculations or other relevant data;
- (b) Biological monitoring results that directly assess the absorption of a toxic substance or harmful agent by the body but not including results which assess an employee's use of alcohol or drugs;
- (c) Safety Data Sheets which indicate that the material may pose a hazard to human health; and
- (d) In the absence of the above, the Hazardous Chemical Inventory which reveals where and when used and the identity of the chemical.

Employee Medical Records

Means a record concerning the health status of an employee which is generated or maintained by a physician, nurse or other health care personnel or technician including any of the following:

- Medical histories and employment questionnaires (including job description and occupation exposures);
- Results of medical examinations (pre-employment, pre-assignment, periodic or episodic) and laboratory tests (including X-rays and biological monitoring);
- Medical opinions, diagnoses, progress notes and recommendations;
- First aid records (unless they do not include medical treatment and are maintained separately from the medical records program);
- Descriptions of treatments and prescriptions; and
- Employee medical complaints.

RECORDS RETENTION

Employee Medical and Exposure Records

Since most of the specific occupational safety and health standards provide for different periods of time for record retention, KDF has determined that all employee medical records and employee exposure record will be preserved and maintained for at least the duration of employment plus thirty (30) years following the employees last day of employment.

RECORD MAINTENANCE AND STORAGE

Location of Records

Medical Records: Medical records, including exposure records, will be forwarded immediately from the job site or the medical facility to the Operating Unit office where they will be maintained throughout the length of the project. These records will continue to be maintained at the Operating Unit office as long as the employee is actively employed within the Operating Unit. If the employee moves to another Operating Unit, the appropriate medical records will be transferred to the new Operating Unit. When the employee leaves employment with KDF, the records will then be entered into the company's document storage and retrieval system, where they will be maintained for the appropriate time period.

In some instances, it may be more practical to have the medical records maintained by the medical facility coordinating each Operating Units medical program. The Medical facility personnel should be well acquainted with the Operating Units typical project activity and related hazards. Medical facility management should be aware of this guideline and provided with a legible copy of 1910.1020 Access to Employee Exposure and Medical Records.

Other Records: Each Operating Unit should maintain a copy of all physicians' written opinions regarding fitness for duty, exposure monitoring records and employee notifications/acknowledgements and drug testing results.

Security of Records

Employee medical records should not be maintained as a part of the employee's personnel file. Instead, medical records should be maintained in a separate file which is adequately secured and which has very limited access. When the medical records are entered into the company's document storage and retrieval system, they will continue to be maintained in a limited access file.

ACCESS TO RECORDS

Employee or designated representative

Exposure Records: Whenever an employee or designated representative requests access to an exposure record, KDF shall assure that access is provided in a reasonable time, place and manner. If KDF cannot reasonably provide access to the exposure record within fifteen (15) working days, the employee or designated representative shall be apprised of the reason for the delay and the earliest date when the record can be made available.

Medical Records: Upon request, each employee may have access to their own medical records; however a designated representative may have access to the employee's medical records only upon presentation of specific written consent by the employee. Here again, if KDF cannot reasonably provide access to the medical records within fifteen (15) working days, the employee or designated representative shall be apprised of the reason for the delay and the earliest date when the record can be made available.

OSHA Compliance Officer

OSHA Compliance Officers may have access to employee medical and/or exposure records whenever requesting to do so, and may have copies of any and all exposure records. However, requests for copies of specifically identifiable employee medical records must be made in a formal Written Access Order on agency stationery in compliance with 29 CFR 1913.10(d) and must include the specific records to be copied and the specific reason for requesting the copies.

EMPLOYEE NOTIFICATION

Notification

Upon an employee's first entering into employment, and at least annually thereafter, each KDF employee covered by this Section shall be informed of the following:

- The existence, location (including address and telephone number), and availability of any records covered by this Section;
- The name of the individual responsible for maintaining and providing access to these records; and

- Each employee's rights of access to these records.

Alcohol and Drug Free Workplace

PURPOSE

The purpose of the Alcohol and Drug free Workplace policy is to provide the framework from which this Corporation can effectively and legally engage in a total Alcohol and Drug Free Workplace.

SCOPE

This Alcohol and Drug Free Workplace policy applies to all KDF Operating Units. It does not apply to those work locations in which a federally mandated or client required alcohol and/or drug program is specifically dictated. For example, those workers covered by the Department of Transportation's Federal Highway Administration are required to comply with the alcohol and drug program.

POLICY

To initiate and maintain an alcohol and drug free workplace and to comply with federal regulations governing substance abuse.

GENERAL

KDF recognizes that substance abuse in the workplace is a major concern. It affects not only job performance and the work environment but also undermines the public's confidence in the Company and the safety of its operations. KDF believes that by identifying substance abuse, the safety, health, and general well-being of employees at all levels of employment will improve. To further this belief, KDF has instituted this Alcohol and Drug Free Workplace Policy. The purpose of this Policy is to initiate and maintain an alcohol and drug free workplace and to comply with federal regulations governing substance abuse.

KDF will notify each employee of its commitment to an alcohol and drug free workplace. To comply with this Policy, KDF will: (a) establish an ongoing program to ensure an alcohol and drug free workplace; (b) maintain an effective, safe and healthy workplace for all employees and those others exposed to the worksite, including the general public; (c) safeguard the property and operations of the Company and its customers; and (d) provide direction for alcohol and drug abuse assistance.

PROGRAM IMPLEMENTATION

KDF will take the following steps to implement the program:

- Inform its employees of the hazards of using alcohol and illegal substances;
- Screen its employees for the bodily presence of alcohol and illegal substances consistent with federal and state laws.
- Not employ substance abusers consistent with federal and state laws and company policy.

- Remove substance abusers from KDF's workplace; and where possible, assist employees with substance abuse problems in their rehabilitation efforts.

DEFINITIONS (For this Section)

Company - The Company, as the term is used in this Program, includes KDF, its Operating Units, subsidiaries and affiliated companies.

Company Vehicle – Any vehicle leased or owned by the company, including rental autos or trucks

Alcohol – Any liquid intended for human consumption that contains ethyl (ethanol), methyl or isopropyl alcohol.

Legal Drugs – Prescribed drugs and over-the-counter drugs which have been (under U.S. law) legally obtained and are being used for their intended purpose, or as prescribed and manufactured.

Illegal Drugs – Any drug which is prohibited by law (e.g., cocaine, marijuana, etc.), any drug which is legally obtainable but which has not been legally obtained, and any prescribed drug which is not being used as prescribed or used by the person named in the prescription.

Controlled Substance – Any substance as defined in the Schedules of Controlled Substances 21 CFR Part 1308.

Unfit for Duty – For the purpose of this Program, "unfit for duty" shall mean an employee who is adversely affected by alcohol, drugs or any combination of alcohol and drugs, in an observable manner. The symptoms are not confined to misbehavior, or to obvious impairment of physical or mental ability, such as slurred speech or difficulty maintaining balance. A professional opinion or a scientifically valid test may establish a determination of influence. "Unfit for Duty" is defined as having a blood alcohol level at or greater than 0.02%.

Medical Review Officer – The Medical Review Officer (MRO) is a licensed physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illegal drugs. The role of the MRO is to review and interpret test results obtained through the Company's drug testing program. The MRO will consult with the employee to assess and determine whether alternate medical explanations, such as the use of prescribed medications, could account for the positive laboratory test results. The MRO acts as a vital screen to assure that management is not notified of a positive result on a drug test until the MRO is satisfied that it resulted from illegal drug use.

ALCOHOL AND DRUG FREE WORKPLACE PROGRAM

Position on Substance Abuse

The Company has established the following positions with regard to alcohol or drugs:

Alcohol – It is prohibited for any employee to be "Under The Influence" of alcohol while performing Company business, while on a Company job site, or in a Company facility, or while in or operating vehicles or equipment owned or leased by the Company. "Under The Influence" is defined as having a blood alcohol level at or greater than 0.04%. Use of alcohol or possession of an open container of alcohol while on a Company job site or in a Company facility or Company vehicle is prohibited.

Legal Drugs – Any employee utilizing a prescribed medical treatment involving a legal drug or substance, which may alter the employee's physical or mental ability to perform the job, must report this treatment to his/her supervisor. A medical evaluation may then be required to determine fitness for duty. The physician and the supervisor will discuss whether a temporary or permanent change in the employee's job assignment is warranted. If such use of legal drugs adversely affects fitness for duty, the employee will be relieved of his/her job duties or re-assigned.

Individuals taking prescribed medication shall indicate taking this medication on the collection form at the time of the drug test.

Illegal Drugs – The manufacture, distribution, dispensation, possession, use, sale or being under the influence of an illegal drug by any employee while performing Company business, while on a Company job site or in a Company facility, or while in or operating vehicles or equipment owned or leased by the Company is prohibited. Illegal substance concentrations in excess of the cut-off levels are considered to be "Under the Influence."

Employee Awareness

In its efforts to develop employee awareness of the hazards of substance abuse, the Company will provide employee awareness components which may, for example, utilize videotapes, toolbox talks, alcohol and drug awareness days, and distribution of written materials. Information contained within these components will be made available to employees.

SUBSTANCE SCREENING

The Company reserves the right to require employees to undergo alcohol or drug screening as described in this Program.

The Company will utilize a Department of Health and Human Services (DHHS) accredited laboratory, which is able to assure that appropriate methods will be used. Laboratory procedures will follow the context of a quality assurance program. Adequately trained personnel will be used in the analysis and interpretation of the results. When selecting a laboratory, the Company will consider equipment, personnel, quality assurance, standardized procedures, quality control, and certification.

Collection of Specimens

The collection of urinary specimens from the employee (donor) will be accomplished to assure each donor that personal dignity and privacy will be respected. Trained medical personnel will collect both

urinary drug and breathe alcohol specimens. The donor will be present until the container is sealed and the donor writes his/her initials across the seal. The chain of custody will be documented thereafter.

Test Results

If the results of the initial screening exceed the specific cut-off levels, a confirmation test will automatically be conducted by Gas Chromatograph Mass Spectrometry (GCMS) to confirm the initial results. If this confirmation test is negative, then the results will be reported as negative and entered into the donor's file.

However, if the confirmation test exceeds the prescribed limits and the result is positive, the Medical Review Officer will contact the donor to evaluate potential interference with the test protocol. If none are identified, the results will be reported as positive. Test results will be handled in a confidential manner and available only to those individuals who need to know the results to administer or apply this policy and program.

With the exception of those employees who are required to be screened under U.S. Department of Transportation (DOT) regulations, or other regulatory requirements, the panel of drugs for which these tests are conducted will include, but will not necessarily be limited to, the following: amphetamines; barbiturates; benzodiazepines; cannabinoids; opiates; phencyclidines; and cocaine.

Action Levels for Positive Results

The action levels for positive test results for controlled substances will be the metabolic levels accepted by consensus of the scientific community.

EMPLOYEE ASSISTANCE PROGRAM

The Company maintains a broad-based Employee Assistance Program (EAP) designed to help employees who suffer from alcohol or drug abuse. The employee may use the EAP through a Self-Referral, or through an Employee Referral.

IDENTIFICATION OF SUBSTANCE ABUSERS

The following screening (testing) procedures are used to detect the abuse of alcohol and controlled substances. Compliance with this Program is a condition of employment.

KDF is free to utilize some or all of the following components to assure an alcohol and drug-free workplace.

Pre-Employment Testing

Pre-employment testing may be utilized in selected locations. When used, it is a condition of employment. An offer for employment will not be tendered if the test is positive or if the applicant does not submit to testing.

When required, pre-employment testing can be tailored to the specific requirements of either the customer or the project.

Random Testing

Random testing of employees may be conducted at any time during their employment with KDF. Since random selection will be conducted by the MRO, employees may be selected for random testing more than once. Random selection of employees will normally be conducted on a quarterly basis.

When required, the frequency of random selection for testing can be tailored to the specific requirements of either the customer or the project.

Post-Accident Testing

Post-accident testing is used to assist in determining the true cause of recordable accidents or injuries. Post-accident testing must be performed immediately following an accident involving any type of injury requiring off-site medical treatment. Testing must be performed for all workers who are involved in the incident.

Reasonable Cause Testing

Reasonable Cause Testing can be utilized when supervision, with the concurrence of the Company's Benefits Coordinator, determines that an employee's conduct sustains a reasonable suspicion that the employee is impaired by drugs or alcohol.

Customer or Regulatory Agency Required Testing

Customer or Regulatory Agency required testing will be conducted as required by the customer or regulatory authority. If an employee tests positive in a client test, he or she shall be removed from the client's premises and may be tested for cause under the KDF program.

RANDOM TESTING

Random substance abuse testing is applicable to employees only. Random testing is a method of randomly selecting a fixed percentage of the entire work force to be screened on a quarterly basis. The random computer generated selection process will be conducted by the MRO from a list of eligible names furnished by the Operating Unit's Program Administrator on a monthly basis.

Informed at Time of Hiring

All employee applicants must be informed at the time of application and hiring, that KDF conducts random substance testing.

Reporting Results

The MRO will report the positive or negative test results to the appropriate Operating Unit's Program Administrator. A quarterly summary of the names of personnel testing both positive and negative will be sent to the Company's Benefits Coordinator for follow-up.

REASONABLE CAUSE TESTING

An employee may be screened for alcohol or drug abuse for reasonable cause only when the Company has determined that reasonable cause for screening exists. Justification must be performance oriented and determined by a supervisor's direct and documented observation of the employee.

Abnormal Performance

If a supervisor observes that an employee's performance abnormally varies from performance standards, or that the employee's on-the-job conduct endangers the employee or others, the supervisor may require the employee to undergo screening. However, before the screening can be accomplished, the supervisor must document the observation in writing, personally consult with the employee and review the observation and evidence with the designated authority. The responsibility for the decision to screen the individual will, however remain with the supervisor.

POST-INJURY AND ACCIDENT TESTING

The Company has resolved that all persons who are involved in any way in an accident or incident involving any type of off-site medical treatment, will be immediately tested for substance abuse to determine if any of the individuals involved were impaired by drugs or alcohol at the time of the accident or incident.

Time Limit for Post-Injury and Accident Testing

In cases involving post-accident screening, the screening must be performed as soon as possible following the accident, but in no case will it be conducted after thirty-two (32) hours have exceeded the time of the accident.

Seriously Injured Employee

If the employee is seriously injured and sent directly to a health care provider, the health care provider that normally obtains the samples should be requested to obtain the sample.

Who Should be Tested?

In addition to the injured worker, all individuals who were in any way involved in the incident must also be screened. This is to help determine if someone other than the injured worker contributed to the accident.

Under the Influence

The MRO must be requested to make the statement, based upon the results of the screening, that the employee either was or was not Under the Influence of the substance at the time of the testing. Just using the word "Positive" to identify the employee's condition will not be sufficient.

TESTING UPON RE-HIRE

An employee, whose employment with the Company is interrupted for other than disciplinary reasons, will not be required to undergo additional pre-employment substance testing as long as the employee's re-hire with the Company occurs within the twelve (12) month period following the employee's last substance test under the KDF program.

CUSTOMER AND REGULATORY REQUIREMENTS

When necessary, KDF will supplement its Alcohol and Drug Testing Program to meet testing required by regulatory, contract or customer requirements for access to a facility, site, or operation.

DOT Testing

DOT Testing is required by the Federal Department of Transportation for drivers of vehicles governed by DOT regulations.

DISCIPLINARY ACTION

The Company reserves the right and authority to initiate the following disciplinary actions with reference to any employee found to have violated this Alcohol and Drug Free Workplace Program:

1. the follow-up maintenance program as recommended by the rehabilitation facility; and
 - a. Terminate the employee based on the MRO's determination of a positive test for alcohol or illegal drug use.
 - b. If the employee's alcohol or drug test is confirmed positive, the employee will be immediately discharged from employment unless State Law specifically prohibits this. In situations of this type, each case will be handled on a case-by-case basis;
 - c. Refusal to produce a timely sample will result in discharge; and
 - d. Refusal to sign the Acknowledgement of Substance Abuse Testing form.
 - e. The employee may be eligible for rehire after a period of 12 months following termination provided that:
2. Evidence, acceptable to the company, of the successful completion of an approved substance abuse rehabilitation program; and
3. The employee successfully passes each subsequent alcohol and/or drug test; and
4. The employee continues to maintain contact with the EAP and participates in

5. The employee agrees to be subject to unannounced substance abuse tests from time to time for a period of three (3) years following completion of the rehabilitation program; and
6. There is no evidence the employee has been tampering with any of the required tests.

Suspension without Pay

In the event the MRO has made a specific effort to contact an employee for any reason, and it becomes apparent the employee is not returning the effort by contacting the MRO, then the employee will be immediately suspended without pay until such time as a successful contact is made with the MRO. After contact with the employee, the MRO has obtained sufficient information to make a final decision and that decision is that the employee's test results are positive; the employee will be immediately discharged.

If however, the MRO's final decision is that the test results are negative, and the employee has a good excuse for not contacting the MRO, then the employee will be immediately reinstated and the suspended wages will be reimbursed.

Responsibility of the Program Administrator

Each Operating Unit, including Corporate will select and appoint a Program Administrator who will have responsibility for the day-to-day administration of the Unit's Alcohol and Drug Free Workplace Program.

Additionally, the Program Administrator will:

- Send the MRO monthly updates of the Operating Unit's employees who are eligible for random selection;
- Receive the list of the Operating Unit's positive and negative test results from the MRO;
- Establish the Operating Unit's list of medical providers who are available to obtain samples; and
- Ensure that adequate "supplies", are maintained at the Operating Unit or with the medical provider.

Responsibility of Each Employee

It is a condition of employment that all employees abide by the terms of the Company's Alcohol and Drug Free Workplace Program. In the event of any conviction for a criminal drug violation occurring on a Company job site, in a Company facility, or while in or operating a Company vehicle, the employee must notify the Company's Benefits Coordinator within five (5) days of the date of the conviction.

RECORDS RETENTION

The Operating Unit will retain all Alcohol and Drug Free Workplace Program records in the individual employee's Medical Records file for a minimum period of two (2) years.

KDF's Alcohol and Drug Free Workplace Policy

The Company has a vital interest in maintaining safe, healthful and efficient working conditions for its employees. Being under the influence of alcohol or any other drug on the job poses serious safety and health risks not only to the user, but to all those who work with or come in contact with the user (i.e. fellow employees, customers, the general public). The manufacture, distribution, dispensation, possession, use or sale of an illegal drug or alcohol in the workplace or during the workday, also poses unacceptable risks for safe, healthful and efficient operations.

Accordingly, it is the right and intent of the Company to maintain a working environment that is free of substance abuse. For this reason, the Company has established a policy for pre-employment, random, DOT required, reasonable cause, or customer required screening procedures designed to prevent the hiring and employment of individuals who use illegal drugs or individuals whose legal use of alcohol or other drugs indicates a potential for impaired or unsafe job performance.

I. Alcohol

It is prohibited for any employee to be under the influence of alcohol while performing Company business, while on a Company job site or in a Company facility, or while in or operating vehicles or equipment owned or leased by the Company.

Possession of alcohol while in or operating a Company vehicle is prohibited.

Use of alcohol or possession of an open container of alcohol while on a Company job site or in a Company facility is prohibited except for special occasions approved by the manager of the facility.

II. Legal Drugs

Prescribed and/or over-the-counter drugs may affect behavior and performance. Employees are required to notify their supervisor that they are taking such drugs for medical reasons, and medical evaluation may be required. During any period that such use of drugs adversely affects job performance, the employee will be relieved of his/her job duties or re-assigned by the Company.

III. Illegal Drugs

The manufacture, distribution, dispensation, possession, use, sale or being under the influence of an illegal drug by any employee while performing Company business, while on a Company job site or in a Company facility, or while in or operating vehicles or equipment owned or leased by the Company is prohibited.

IV. Employee Responsibility

It is a condition of employment that all employees abide by the terms of the Alcohol and Drug Free Workplace Policy. In the event of any conviction for a criminal drug violation occurring on a Company job site, in a Company facility, or while in or operating a Company owned or leased vehicle, the

employee must notify the Company's Benefits Coordinator within five (5) days of the date of the conviction.

V. Disciplinary Action

Violation of this Policy or refusal to comply with a request to be screened will result in discharge from employment

Employee Assistance Program

The Company recognizes that chemical dependency is a disease and should be regarded as a disease with no stigma attached. The Company maintains an Employee Assistance Program (EAP) which provides help to employees who suffer from alcohol or other drug dependency. Contact a representative of the EAP for confidential assistance BEFORE your use/abuse of alcohol or other drugs leads to disciplinary action! Contacting the EAP for help will not jeopardize your job.

ACKNOWLEDGEMENT OF SUBSTANCE ABUSE TESTING

I, _____, hereby acknowledge and agree: (a) that I have received a copy of KDF's Alcohol and Drug Free Workplace Policy; (b) that I have read the Policy and fully understand the implications of the Policy with regard to its affecting my employment or continued employment with KDF; and (c) that I will fully comply with said Policy during the term of my employment with KDF, its subsidiaries, divisions or affiliates.

I also understand that as a part of this program, I may be tested for chemical substance abuse. If required to be tested, I hereby consent to such testing, and whenever the testing is performed at the request of, or in conjunction with, the Alcohol and Drug Abuse Program of an KDF Customer, I authorize the medical provider to release the results of this testing to such Customer, the DHHS accredited Laboratory being used by KDF, the licensed physician (MRO) under contract to KDF, and to release the Customer, the Clinical Laboratory involved, The KDF Companies, Inc., and its MRO from any liability they might otherwise have for conducting such testing, test results, or making employment decisions based upon the results of such testing.

I further understand and acknowledge that my employment with KDF is contingent upon my ability to successfully pass drug screening tests, and should this screening produce a confirmed and verified positive test result, or should I refuse to take this drug screening test, I will be immediately discharged from the Company.

Employee Assistance Programs (EAP) which are provided to help employees who suffer from alcohol or drug dependency, will only be extended to those employees who contact an EAP representative for confidential assistance BEFORE alcohol or drug use leads to disciplinary action.

ACKNOWLEDGED AND AGREED TO: _____
(Employee Signature)

DATE OF SIGNATURE: _____

(Employee's printed name)

(Supervisor's signature)

This Acknowledgment will be maintained in the employee's personnel file.

SUBSTANCE ABUSE PANEL AND DETECTION LEVELS

Substance Abuse Panel - 10 Panel

Detection Levels

Initial test cutoff levels (ng/ml)	Confirmatory test cutoff levels (ng/ml) (GCMS)	Panel
1000	500 500	Amphetamines Methamphetamine
300	200	Barbiturates
300	200	Benzodiazepines ¹
300	150	Cocaine Metabolites ²
50	15	Marijuana Metabolites ³
300	200	Methadone
300	200	Methaqualone
2000	2000 2000 2000 10	Opiates Morphine Codeine 6-Acetylmorphine ⁴
25	25	Phencyclidine
300	200	Propoxyphene

Panels may be tailored to meet the requirements of the customer, and therefore may be subject to change. Test cutoff levels are measured in nanograms per milliliter (ng/ml).

These cutoff levels are subject to change by KDF and the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations.

¹ Specimen must also contain amphetamine at a concentration greater than or equal to 200 µg/ml. ² Benzoylecgonine. ³ Delta-9-tetrahydrocannabinol-9-carboxylic acid. ⁴ Test for 6-AM when morphine concentration exceeds 2,000 ng/ml.

Tag Out / Lock Out Policy

PURPOSE

To establish a procedural guideline which will ensure employee protection against inadvertent operation of mechanical equipment, energizing of electrical circuits, and release of pressurized or chemical fluids, including steam and water, while performing work on, or in the immediate vicinity of, motor driven, electrical, or pressurized equipment.

To prevent injury or death to personnel by requiring that certain precautions be taken before servicing, repairing, removing equipment, insulating or conducting demolition, renovation or maintenance of asbestos-containing materials in the immediate vicinity of live voltage.

SCOPE

This section applies to all KDF operating units.

POLICY

Every effort will be made to eliminate potential situations where the unexpected energizing, start-up, or release of stored energy or electrical current, or the release of pressurized or chemical fluids would be likely to endanger personnel.

Unless otherwise noted in the contract, the appropriate representative of the customer and/or facility in which the work area is located, will be requested, prior to the start of work, to de-energize and render inoperative, all mechanical equipment, electrical circuits, and vessels containing chemicals or pressurized fluids in the immediate vicinity of the work area, and have lock or tags attached at all points where such equipment, circuits, or pressurized vessels can be energized.

KDF personnel will assume responsibility for this task only in those instances when required to do so by the contract document or the appropriate representative of the customer and/or facility is not available.

TRAINING

All affected employees must be instructed in the purpose and trained in the use of energy controlled procedures. This training must include at least the following:

- recognition of hazardous energy sources;
- the type and magnitude of the energy available;
- the methods and means necessary for energy isolation and control;
- the energy controlling device is not to be removed without authorization from the individual who installed it; and
- the energy-controlling device is never to be ignored or defeated in anyway.

Retraining is required when there is a change in energy control procedures or when a new hazard is introduced.

GENERAL

One of the major causes of amputations and fatalities in the workplace today, is the accidental starting of machines and processes while employees are working on them. The need for an effective Total Energy Deactivation Program is often times learned too late after a serious accident has already occurred. Procedures for deactivation of energy sources are often referred to as locking and tagging, Zero Energy State, or total energy isolation. A common error in such procedures is the failure to recognize the need to isolate all energy sources. Plant procedures limited to shutting off the power at the main disconnect switch may only de-energize one energy source. Proper employee protection can be ensured only if all energy sources are identified and methods developed to eliminate the potential exposure from every source.

The complexity of modern industrial processes and equipment exposes employees to a variety of energy sources that can be hazardous. Some power sources that employees should be protected against include, but are not limited to:

1. Electrical Circuits
2. Hydraulic Systems
3. Pneumatic Systems
4. Combustible Gas Systems
5. Gravity Systems

An unexpected or sudden release of any of these energy sources can expose employees to moving equipment, electrical shock, burns, gases, fluids or hazardous materials. For proper employee protection, exposure to all power sources and/or hazardous materials must be positively eliminated.

When repairs or procedures require employees to work inside or around equipment for which guards may be temporarily removed or other safety devices by-passed, provisions for a positive method of deactivating all energy sources will be used.

An effective total energy deactivation procedure can prevent many serious injuries involving maintenance and service personnel. Procedures are effective only when supervisors and employees alike make a sincere commitment, and management enforces the prescribed procedure.

A Lock Out/Tag Out procedure is provided in paragraph 8.0 of this section. Where complexity requires a more comprehensive procedure it shall be developed, documented, and then implemented.

SUPERVISOR RESPONSIBILITY

The responsibility of all supervisory personnel will be as follows:

Instruct the appropriate representative of the customer and/or the facility in which the work area is located, prior to the start of work, to de-energize and render inoperative, all mechanical equipment,

electrical circuits, or vessels containing chemicals or pressurized fluids which are located in the immediate vicinity of the work area; Request the above individual to have appropriate locks or tags attached to all points where such mechanical equipment, electrical circuits, or vessels containing chemicals or pressurized fluids can be energized; In those instances when the above activities cannot be carried out by a representative of the customer and/or the facility, it will be the direct responsibility of the supervisor to ensure and coordinate the implementation of these activities by a competent individual. In some cases, this may involve the hiring of an outside electrician or plumber.

Instruct their employees in the content and application of this standard. This will include the purpose and use of Lock Out/Tag Out Procedures, the recognition and application of adequate methods and means of isolation of all hazardous energy sources, and the proper procedures for safely re-energizing equipment when the work is completed; Provide locks and tags specifically identified for the Lock Out/Tag Out program; Coordinate the continuation of Lock Out/Tag Out protection through shift or personnel changes; and Follow-up periodically to assure compliance with this standard.

EMPLOYEE RESPONSIBILITY

Employees will be responsible for knowing and following each of the established safety procedures, applicable to his/her own safe performance while on the job.

All employees have a responsibility to immediately report all unsafe conditions to their supervisor.

LOCK OUT / TAG OUT PROCEDURES

The following procedures should be followed in sequence when it is necessary for KDF personnel to be directly involved in a Lock Out/Tag Out (energy control) operation:

Each supervisor on the job should be provided with an individual safety lock and one key, as well as a supply of Tag Out cards. If more than one supervisor is assigned to a task, each supervisor will be responsible for placing his/her own lock and Tag Out so the controls or electrical system cannot be operated.

Pre-plan the operation to assure notification of all affected parties. If the controls are so located that only one lock can be accommodated, and more than one lock is required, a multiple lockout device should be used.

Before allowing work to begin in the immediate vicinity of mechanical equipment, electrical circuits, or vessels or pipes containing chemicals or pressurized fluids, the main switch and/or valve for the given unit, circuit, or pipe, must be de-energized and locked out in a safe position and tagged accordingly. The purpose of the tag is to identify the individual who must authorize the removal of the safety precautions.

If a machine or equipment has to be shut down, then the procedures established by the manufacturer for the shutdown of the machine or equipment must be followed. An orderly shutdown must be utilized to avoid any additional or increased hazards to employees as a result of the equipment stoppage.

All energy isolating devices that are needed to control the energy to the item to be shutdown must be physically located and operated in such a manner as to isolate the item from its energy source.

It may be advisable to have an electrician pull the fuses from the main disconnect switch for the mechanical equipment or the electrical circuit to provide an additional safety factor for employee protection.

All potentially hazardous stored or residual energy shall be relieved, disconnected, restrained & otherwise rendered safe. If there is a possibility of re-accumulation of stored energy level, verification of isolation shall be continued until the servicing or maintenance is completed, or until the possibility of such accumulation no longer exists.

The person making the Lock Out should make every effort to verify that the equipment or circuits have been de-energized.

All other personnel who have a need to use the Lock Out should add their lock and tag and should verify the equipment or circuits have been de-energized.

When work extends beyond the shift on which the Lock Outs were put on, they should be removed by the outgoing supervisors and replaced by the incoming supervisors prior to commencing work. Each incoming supervisor should then verify the equipment or circuits are in fact de-energized.

Supervisors who finish their work assignment before the job is completed should each remove their own lock and tag. When the entire job is finished, the last lock and tag should have been removed. Locks and tags should only be removed by the individuals placing them.

TEMPORARY REMOVAL

When it is necessary to temporarily remove the energy controls in order to test the item that has been shut down, the procedure must be as follows:

- clear away tools and other obstructions;
- verify that employees have been moved away from the danger;
- remove the energy controls (Lock out/tag out device);
- energize the item and proceed with the testing; and
- when the test is completed, de-energize and re-apply the control measures.

KEY ITEM CHECK LIST FOR TAG OUT I LOCK OUT

Yes No Key Item

Tag Out/Lock Out

- () () Is a Tag Out / Lock Out procedure in place?
- () () Has the primary responsibility for Tag Out / Lock Out been placed with the facility owner?
- () () Have all affected employees received adequate training in the Tag Out / Lock Out procedures?
- () () Has an individual been made responsible for the Tag Out / Lock Out procedures?

Energy Sources

- () () Have employees been protected against live electrical circuits?
- () () Have employees been protected against operating hydraulic systems?
- () () Have employees been protected against operating pneumatic systems?
- () () Have employees been protected against combustible gas systems?
- () () Have employees been protected against gravity systems?

Energy Control Procedures

- () () Has a safety lock, key and lockout device been provided to the job site supervisor?
- () () Has a Tag Out / Lock Out Tag been filled out and attached to the control device?
- () () If a machine or piece of equipment is involved, has it been isolated from its energy source?
- () () Are the manufacturer's recommendations being followed for the shutdown of equipment?

Temporary Removal

- () () If it is necessary to temporarily remove energy controls, have all tools and other obstructions been cleared away?
- () () Have you verified that all employees have been moved away from the danger area before removing the energy controls?
- () () Is only the individual who tagged out or locked out the energy controls, or another authorized person, the only people allowed to remove the controls?

Confined Space / Vessel Entry

PURPOSE

These guidelines have been developed to assure the safety and health of our personnel who must enter confined spaces to perform work. Because of the seriousness of the potential for safety or health hazards, these are very stringent guidelines, which must be adhered to at all times.

SCOPE

This section applies to all KDF operating units.

POLICY

All persons involved in an operation requiring entry into confined spaces are responsible to see that this procedure is followed. Management will instruct all affected employees in the nature of the hazards involved, the necessary precautions to be taken, and the use of protective and emergency equipment required.

GENERAL

Injuries and fatalities may occur if certain essential precautionary measures are not taken when entering a confined space. This instruction is provided to make KDF management and all employees aware of Confined Space Entry requirements. The detailed requirements to be met by all personnel involved with confined space entry are contained in this procedure. It covers most Confined Space Entry situations. Those, which present unique conditions, will be addressed by management and the Safety Department as required.

Whenever possible, management should investigate the possibility of doing the work outside the confined space to avoid exposing KDF employees to the hazards inherent in confined space entry. All KDF employees required to enter into confined spaces shall be instructed as to the nature of the hazards involved, the necessary precautions to be taken, and in the use of protective and emergency equipment required.

For KDF, confined spaces include, but are not limited to such items as vaults, excavations, dust collectors, manholes, bins, containments, boilers, pits, catch basins, tanks, silos or tunnels. When in doubt, contact your safety office so that a field determination can be made by qualified safety personnel. Each facility in which KDF works will likely employ differing methods of identifying confined spaces. KDF management must inquire as to the method of identification that is being used at a specific facility.

Definitions

Definition of a Confined Space

The definition of a confined space includes an enclosure or compartment that:

- is large enough and so configured that an employee can bodily enter and perform assigned work; and
- has limited or restricted means for entry or exit; and
- is not designed for continuous employee occupancy.

Definition of a Permit Required Confined Space

A permit required confined space means a confined space that has one or more of the following characteristics:

- contains or has the potential to contain a hazardous atmosphere;
- contains a material that has the potential for engulfing an entrant;
- has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section, or
- contains any other recognized serious safety or health hazard.

Definition of an Entry Supervisor

Entry Supervisors are individuals selected by the Operating Unit management to be responsible for determining the class of entry, whether or not acceptable entry conditions are present, directing the steps to be followed for issuance of an entry permit, determining rescue provisions, issuing the Confined Space Entry Permit, overseeing entry, and terminating entry. This individual must be familiar, by training and experience, with the safety, health and rescue requirements necessary for work in confined spaces.

Definition of an Outside Attendant

Outside Attendant means an individual stationed outside one or more permit required confined spaces who monitors the authorized entrants and who performs all attendant's duties assigned in the Company's Confined Space Entry Program.

Definition of an Authorized Entrant

Authorized Entrants are employees who are authorized by the Company to enter a permit required confined space.

Potential Hazards

Some of the hazards, which may be encountered by personnel working in confined spaces, include, but are not limited to, the following:

- Toxic vapors
- Flammable gases
- Oxygen deficiency
- Electric shock from installed and portable electric equipment

- Injury from mechanical equipment inside of the confined space.
- Physical hazard such as falling and slipping
- Hazards resulting from steam, water, chemical, etc. lines being opened into the confined space.

DETERMINATION OF CONFINED SPACE

Before any action is taken to enter a confined space, an Entry Supervisor must make a determination as to whether or not the physical characteristics of the confined space indicates it is merely a confined space or mandates it to be a Permit Required Confined Space. This determination will be made using:

- the characteristics of a permit required confined space as defined in paragraph 4.2 of this section;
or
- the customer's designation that the space is permit required.

Written Program

When a confined space has been determined to be a permit required confined space and the Company has decided that its employees will enter this space, than a copy of this written program, which complies with 29 CFR 1910.146 and 1926.21(b)(6) must be present at the work site and must be available for inspection by the employees and their authorized representatives.

Warning Signs

Immediately upon designating the space as a permit required confined space, the Company must notify exposed employees by posting the following warning signs:



TESTING THE ATMOSPHERE

Before an employee enters a space, the internal atmosphere must be tested with a calibrated direct reading instrument for oxygen content, for flammable gases and vapors, and for potential toxic air contaminants, in that order. Tests must be made with the appropriate monitoring equipment. The person authorized to monitor the atmosphere must be trained in the proper use, calibration, and care of the monitoring instruments and must remain at the site until all monitoring is completed.

If tests indicate the atmosphere is initially safe, but the work may produce a hazardous atmosphere from such processes as cutting and welding, disturbing of accumulated sludge, or use of solvents, entry without respiratory protection will only be permitted subject to additional atmosphere testing by authorized personnel.

If tests indicate that the atmosphere is unsafe, the confined space must be ventilated until the hazardous atmosphere is removed, prior to employee entry.

WARNING: There can be no hazardous atmospheres within the confined space whenever any employees are inside the space. If there is reason to believe that changes have occurred, additional monitoring shall be performed.

Employee Observation

Employees, who are Authorized Entrants to enter a permit required confined space, must be given the opportunity to observe the testing of the confined space before entry is made. Employees or their representatives are also entitled to request additional monitoring at any time.

CONFINED SPACE ENTRY PERMIT

Before any employee is allowed to enter a tank or other permit required confined space, an Entry Supervisor's authorization must be obtained and a Key Item Check List - Confined Space Entry form must be initiated. In the event the customer's provided confined space entry permit is not acceptable, the entry permit will be provided by KDF. This Permit will not be completed without the following:

- Prior to issuing the confined space permit, an SDS for each of the chemicals, which were recently used in the space or vessel, must be obtained;
- The necessary testing as indicated in paragraph 6.0 of this section;
- If after ventilating the space, tests indicate a non-respirable atmosphere (less than 19.5 percent oxygen) or levels of toxic contaminants hazardous to health, no person will be allowed to enter unless equipped with an approved air-line respirator complete with escape bottle or a self-contained breathing apparatus, safety harness, and lifeline and has been properly trained in the use of that equipment. Operating Unit Manager approval must be obtained prior to entry with supplied air.
- The Authorized Entrant entering the space must wear protective clothing if the contaminant can cause dermatitis, chemical burns, or can be absorbed through the skin.

The Confined Space Entry Permit will not be issued unless all of the following provisions have been made for:

- An Entry Supervisor has been designated for overall responsibility of the confined space entry;
- Assigning an Outside Attendant that is in good physical condition and who has received the proper training in the Outside Attendant's procedures and duties;
- An adequate rescue and retrieval procedure has been developed and implemented;
- There is someone readily available who has been trained in cardio-pulmonary resuscitation (CPR);

- The number of Authorized Entrants who will enter the confined space are kept to a minimum;
- All Authorized Entrants who will enter the confined space are physically and mentally capable of working in a confined space. In other words, they have no known physical restrictions or aversion to working in close confines;
- The Outside Attendant, the Authorized Entrants, and the rescue and retrieval personnel have been made to understand the hazards of the confined space and are instructed as to the necessary precautions to be taken.

The completed permit will be posted in a conspicuous place near the point of entry.

Employee Participation

The Company must consult with and provide all of the necessary permit information to any of its employees who will be affected by the Confined Space Entry Permit.

DUTIES OF THE ENTRY SUPERVISOR

This individual must be familiar, by training and experience, with the safety, health and rescue requirements necessary for work in confined spaces.

- Entry Supervisors are responsible for determining the class of entry;
- they determine whether or not acceptable entry conditions are present;
- they direct the steps to be followed for issuance of an entry permit;
- they develop the rescue and retrieval plan;
- they may issue the Confined Space Entry Permit; and
- they oversee the entry and if necessary, terminate the entry.

DUTIES OF THE OUTSIDE ATTENDANT

Because of the possibility of having to respond to an emergency in more than one permit space at the same time, a single Outside Attendant cannot be used to monitor more than one confined space.

General Duties

- be aware of the product that was last contained in the confined space as defined on the Confined Space Entry permit;
- be aware of the type of material or processes in the surrounding area;
make certain that a Confined Space Entry Permit has been issued for the confined space you are assigned to. Also make certain that the entry permit is signed by an authorized person, the precautions noted on the permit have been satisfied, and that it has the current date, time and location on it;
- if the Outside Attendant must leave the area at anytime and for any reason, he must have a qualified replacement there before he leaves. If this is not possible and he must leave, the entry must be terminated and all of the Authorized Entrants must vacate the confined space;

- make certain that all equipment is in good working condition. If not, it must be replaced or repaired before entry;
- ensure that all equipment in the confined space is the proper equipment specified by the permit precautions. For example, if the precautions require explosion-proof lighting, make certain the lighting is explosion-proof and not regular 12V or 110V;
- it may be necessary for the Outside Attendant to utilize an alarm device, such as an air horn, whistle, etc. If an emergency were to arise, the Outside Attendant can use the alarm device to either alert the persons inside the confined space or to seek help. List on the accompanying Confined Space Emergency Rescue and Retrieval Plan where emergency notification should be made and which rescue / emergency service will be utilized for rescue;
- The Outside Attendant must remain at the opening to the confined space where he can maintain either visual or voice contact with persons inside. If it is necessary for the Outside Attendant to be located where quick access to the emergency system is difficult, a radio or equally effective communication device must be utilized by the Attendant to enable quick communications with the rescue teams;
- when a Confined Space Entry Permit is issued and requires the use of supplied-air equipment, the Outside Attendant will also have supplied-air equipment on site and be trained in its use;
- the Outside Attendant should know the number of Authorized Entrants working inside the confined space. When the space is vacated, he should make certain that all personnel that were inside are now accounted for outside the space;
- the Outside Attendant is responsible for maintaining the Confined Space Entry and Exit Log(s);
- when the work is complete inside the confined space or the shift ends, the Outside Attendant should notify the Entry Supervisor that all personnel have vacated the confined space;
- it must be understood by all Authorized Entrants that they must obey evacuation orders or job requirements that are passed on by the Outside Attendant;
- where possible, the assigned Outside Attendant should wear some type of bright and easily identifiable outside garment or vest, such as a fluorescent orange traffic vest, to easily distinguish him as the Outside Attendant.

Unauthorized Persons

The Outside Attendant must prohibit anyone from entering the permit required confined space unless they are an Authorized Entrant or a member of an appropriately equipped and trained rescue team;

- the Outside Attendant must take the following actions when an unauthorized person approaches or tries to enter the confined space while entry is underway:
 - a) warn the unauthorized person that they must stay away from the confined space;
 - b) advise the unauthorized person that they must exit immediately if they have entered the confined space; and
 - c) inform the Authorized Entrants, the Entry Supervisor, and if the unauthorized person is an employee or representative of the client, then the client also of the unauthorized entry into the confined space.

Evacuation of the Confined Space

The Outside Attendant must be prepared to have the confined space evacuated immediately under any of the following conditions:

- the Outside Attendant detects a prohibited condition;
- the Outside Attendant detects the behavioral effects of hazard exposure in an Authorized Entrant;
- the Outside Attendant detects a situation outside the confined space that could endanger the Authorized Entrants; or
- the Outside Attendant can no longer effectively and safely perform all of the duties required of him.

The Outside Attendant must summon the emergency / rescue team immediately upon his determination that an Authorized Entrant(s) may require assistance to escape from the confined space.

WARNING: At no time should the Outside Attendant attempt a rescue in an emergency situation prior to sounding an alarm and assuring a response to that alarm. Regardless of the situation, the Outside Attendant will not enter the confined space unless he is appropriately trained, adequately equipped, and has been properly relieved by another trained Outside Attendant.

DUTIES OF AUTHORIZED ENTRANTS

General Duties

- Authorized Entrants must be able to understand the hazards they may be exposed to during their entry into a confined space, including the signs, symptoms and consequences of the exposure;
- they must be trained in and be able to properly use the equipment required by the permit;
- Authorized Entrants must be able to communicate with the Outside Attendant as necessary to enable the Attendant to monitor the Entrant's status and to enable the Attendant to alert the Entrants of the need to evacuate the space if necessary; the Entrants must be able to alert the Outside Attendant whenever they recognize any warning signs or symptoms of exposure to a dangerous situation;
- the Entrant must be able to communicate with the Outside Attendant as quickly as possible if he detects a prohibited condition;
- the Entrant must be prepared to evacuate the confined space immediately if he:
 - a) receives an order to evacuate from the Outside Attendant or the Entry Supervisor;
 - b) recognizes any warning sign or symptom of exposure to a dangerous situation;
 - c) detects a prohibited condition; or
 - d) hears or sees an evacuation alarm that has been activated.

KEY ITEM CHECK LIST FOR CONFINED SPACE ENTRY

The preparation of the Key Item Check List for Confined Space Entry may require a joint effort by both the customer and KDF, and should include at least the following:

- Purging and removal of contents:

Every effort must be made to make the confined space as safe to enter as possible before an entry is made. This may require purging, ventilation, pumping, flushing etc. as required, and remote from the confined space.

- Isolation:

All lines, which may discharge into the confined space, shall be physically disconnected upstream and capped or isolated. The use of an in-line shutoff valve as the sole means of isolating the confined space from any line is prohibited.

- Lock Out / Tag Out:

All electrical, hydraulic, pneumatic, etc., apparatus in or associated with, the confined space (i.e., mixers, conveyors, pumps, motors, etc.) must be tagged and locked in the "OFF" position. This must be done for any entry, even though the work may not be being performed on the apparatus itself. It is the duty of the KDF supervisor to ensure that the proper lockout procedures have been performed.

- Security of Covers:

All manhole and clean-out covers shall be removed and the openings maintained clear of any obstructions. All access openings must be barricaded. When hinged doors or covers are provided, they shall be secured so that they cannot be closed while someone is inside of the confined space.

- Vehicles and Pedestrians:

During planning and execution of the Confined Space Entry, special precautions shall be made to ensure that vehicles cannot enter or cover the entry openings. Precautions shall also be made to ensure that pedestrian accidental entry into the confined space cannot happen. The barricades mentioned in the previous paragraph may suffice to provide warning and protection to the public.

- Atmospheric Testing:

Normally the customer will perform the initial testing of the atmosphere using approved and properly calibrated instruments to assure that 10% of the lower explosive limit (LEL) is not exceeded. The confined space shall also be tested to ensure that the oxygen content of the space is at least 19.5% for normal entry. If toxic vapors are suspected, they shall also be properly tested to ensure that the exposure level does not exceed the level of protective equipment and OSHA specified limits.

- Hotwork:

KDF is not normally involved in hot work process. In the event that it is necessary KDF will comply with the established Hot Work permit system of the customer.

Monitoring

Continuous monitoring of the atmosphere will be required when the nature of work to be performed introduces, or has the potential to introduce, hazardous conditions to the personnel within the confined space. The instruments used for continuous automatic monitoring are to be provided with an audible and visual alarm to warn when the permissible amounts of flammable or toxic vapors or oxygen deficiency are exceeded.

Explosive Atmosphere

In potentially explosive or flammable atmosphere, non-sparking tools and portable vapor-proof electric lighting not exceeding 12 volts must be used. Smoking, open flames, and cutting or welding will be prohibited.

Ventilation

If required, the area is to be thoroughly ventilated. Special care should be taken to ensure that circulated air will reach isolated pockets and prevent recirculating contaminated air. Provisions shall be made to provide for adequate fresh air during the entire time personnel are inside a confined space. Under some conditions, such as a tunnel or large diameter tank, a system of blowing and exhausting air is to be used.

The confined space shall be ventilated to prevent the accumulation of:

- Flammable vapors in the atmosphere above 10% of the LEL.
- Concentrations of combustible dust.
- Toxic and other contaminants.
- Oxygen excess or deficient atmospheres.

Air Supply

If the integrity of the atmosphere in the confined space cannot be guaranteed, a primary breathing air supply is required. Approved breathing apparatus connected to this primary air supply through a manifold can be used. The use of a canister type mask, which operates on the principle of chemical absorption or mechanical filtration, shall not be used.

Special Tools

Special consideration must be given to tools that are to be used within a confined space. Some of these special considerations are as follows:

- Hand tools are to be of the spark-proof type and electrical power tools and equipment explosion proof where a possibility of flammable vapors or gasses exists.
- All portable electrical power tools and extension cords are to be grounded, in good repair and protected by a ground-fault circuit interrupter. If a flammable atmosphere may be present, electrical equipment taken into the confined space must be explosion proof or be air operated.

- In lieu of ground-fault circuit interrupter protection, battery or transformer equipment operated at 12 volts or less may be used.
- A ladder may be used as a means of entering and exiting provided it does not obstruct the opening. A hoist or other suitable means may be used with the proper approvals. A ladder is required in all confined spaces deeper than four feet. The ladder shall be secured, and not removed until all employees have exited the space.

Equipment for Confined Space Entry

Equipment for Confined Space Entry including personal protective equipment, such as coveralls, impervious gloves, boots, face and eye protection, etc., must be used as required by the nature of the operation to be performed.

Each worker inside a confined space with only an overhead means of egress must wear a safety harness with a lifeline attached. If needed, KDF can provide a fall arrest device and retrieval system for vertical confined space entrywork.

Under certain conditions, a lifeline shall be attached to either a harness or wristlets. The other end of the lifeline is to be securely anchored outside the confined space. In some cases, it is advisable to have a fall arrest device on a tripod or fastened by other suitable means above the confined space.

Emergency Entry

In the event of a sudden life-threatening or otherwise potentially dangerous situation requiring immediate action which involves entry into a confined space as defined in this procedure, and in the absence of time to complete testing and ventilation procedures, the atmosphere will be considered as unsafe to enter without the use of an approved air-supplied breathing device.

TRAINING

Each affected employee must be trained prior to his or her initial assignment, prior to a change in assigned duties, if a new hazard has been created, or if special deviations have occurred.

Affected employees must be trained in all aspects of the purpose and use of the Confined Space Entry Procedures. The employees must be trained in the use and purpose of all personal protective equipment. The training must include simulated emergencies during which respirators will be donned and rescue procedures practiced.

Documentation

The Company must certify that the required training has been accomplished. This certification shall include the employee's name, the signature of the trainer, and the dates of the training. This certification must be made available to the employees and their authorized representatives.

CONFINED SPACE ENTRY AND EXIT LOG

The Authorized Entrants within the permit space must be tracked by means of a roster that will enable the Safety Watch (Attendant) to determine quickly and accurately for the duration of the Permit, which authorized entrants are inside the permit space. The Confined Space Entry and Exit Log satisfies this requirement.

The requirements for the Confined Space Entry and Exit Log are, that it:

- must be attached to the Confined Space Entry Permit;
- must continue to be a part of that Permit throughout the duration of the Permit;
- must identify the Safety Watch by name, and in the event the Safety Watch is relieved, must also identify the individual relieving the Safety Watch;
- must identify each entrant by name and social security number; and
- must continuously track each entrant by logging the Time In and Time Out.
- Must be retained for at least 12 months following its expiration so that it may be utilized for an annual program review

CONFINED SPACE ENTRY PERMIT

Job Site: _____ Job No: _____
Location/Description of Permit Space: _____
Shift: _____ Shift Supervisor: _____
Entry Authorized: From: _____ To: _____ Date: _____
Printed Name of Authorizing Entry Supervisor: _____ Printed
Name of Outside Attendant: _____

TYPE OF ENTRY: (Permit Valid for One Shift Only)

() Entry with Special Precautions () Entry with Restrictions () Entry without Restrictions
(If Entry with Special Precautions, must use full OSHA Permit Required Confined Space Entry Procedures)

PURPOSE OF ENTRY: _____

INITIAL ATMOSPHERIC TESTING: (Analysis and/or Sampling Equipment Used)

Type	Serial No.	Date calibrated	By Whom
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

KNOWN HAZARDS: _____

Pre-Entry Atmospheric Testing:	Finding	Time	Initials
• Oxygen Content	_____ %	_____	_____
• Flammable Gases and Vapors	_____ %	_____	_____
• Toxic Air Contaminant	_____ %	_____	_____
Specific Contaminant _____ (ppm)			

Is Continuous Atmospheric Testing Required? () Yes () No
Is Periodic Atmospheric Testing Required? () Yes () No Intervals: _____

AUTHORIZATION:

() ENTRY: Entry is permitted on the date and time and for the duration specified above.

Signature of Authorizing Entry Supervisor: _____

() CANCELLATION: All entrants have exited the space and this Permit is cancelled.

Signature of Authorizing Entry Supervisor: _____

Describe problem(s) encountered during entry: _____

Hot Work can be performed within this permit-required space: () Yes () No

Hot Work Permit issued: () Yes () No Number: _____ Date: _____

Other Permits issued: () Yes () No Type: _____ Date: _____

ATTACHMENTS: To be valid, Entry Permit must have following completed attachment(s):

Key Item Check List for Confined Space Entry
Emergency Rescue and Retrieval plan
Log(s)

() Yes () No Confined Space
() Yes () No Confined Space Entry and Exit
() Yes () No

KEY ITEM CHECK LIST FOR CONFINED SPACE ENTRY

Yes No N/A Key Item

Confined Space Entry Program

- ☐ ☐ ☐ Have all procedures been reviewed and understood?
- ☐ ☐ ☐ Is it a confined space permit required, and if so, has a written permit been completed prior to entry?
- ☐ ☐ ☐ Have attendants been fully trained in their duties?
- ☐ ☐ ☐ Have entrants been fully trained in their assignment?

Isolation of Confined Space

- ☐ ☐ ☐ Have Lock Out/Tag Out procedures been followed?
- ☐ ☐ ☐ Are all power sources "OFF" and locked out?
- ☐ ☐ ☐ Has all electrical equipment been bonded and ground?
- ☐ ☐ ☐ Has rotating equipment been locked-out or equivalent?
- ☐ ☐ ☐ Have all supply lines been broken and/or blanked off?
- ☐ ☐ ☐ Have all drain valves been locked-open and tagged?
- ☐ ☐ ☐ Have all contents been removed and space flushed?
- ☐ ☐ ☐ Has area been barricaded and warning signs posted?

Atmosphere of Confined Space

- ☐ ☐ ☐ Has confined space been purged?
- ☐ ☐ ☐ Have flanges/access doors been removed and/or manholes opened?
- ☐ ☐ ☐ Has continuous ventilation been provided?
- ☐ ☐ ☐ Oxygen level maintained over 19.5% and less than 23.5%?
- ☐ ☐ ☐ Is continuous air monitoring equipment in operation?

PPE and Safe Work Area

- ☐ ☐ ☐ Have supplied-air, SCBA or other approved respirators been provided?
- ☐ ☐ ☐ Are full body harnesses with appropriate D-rings provided?
- ☐ ☐ ☐ Has all personal protective equipment been provided?

Rescue and Retrieval

- ☐ ☐ ☐ Has a rescue and retrieval plan been prepared?
- ☐ ☐ ☐ Are trained personnel prepared to respond?
- ☐ ☐ ☐ Has rescue equipment been provided at entry point?
- ☐ ☐ ☐ Have alarms and communication devices been tested?
- ☐ ☐ ☐ Have emergency telephone numbers been posted?

- ☐ ☐ ☐ Is a copy of rescue and retrieval plan attached to permit?
- ☐ ☐ ☐ Has rescue team been alerted to work assignment?
- ☐ ☐ ☐ Will unauthorized personnel be prevented from attempting a rescue?

NOTE: This list is not intended to be all inclusive; certain jobs may require additional specifications.

Signature of Supervisor completing checklist: _____ Date: _____

Signature of Authorizing Entry Supervisor: _____ Date: _____

Respiratory Protection Program

PURPOSE

This standard establishes uniform guidelines for complying with the requirements of the Occupational Safety and Health Administration's Respiratory Protection Standard, 29 CFR 1910.134 and its amendments for the proper selection, use and care of respiratory protection equipment.

SCOPE

This section applies to all KDF operating units.

POLICY

Every consideration will be given to the use of effective engineering controls to eliminate or reduce exposure to respiratory hazards to the point where respirators are not required. However, when feasible engineering controls are not effective in controlling toxic substances, appropriate respiratory protective equipment and necessary medical examinations will be provided by the company at no charge to the employee.

These respiratory protective devices will be of the type approved by the National Institute for Occupational Safety and Health (NIOSH) or acceptable to the U.S. Department of Labor (OSHA) for the specific contaminant to which the employee is exposed.

Where respirators are required by a specific OSHA Standard, KDF shall select and provide, at no cost to the employee, the appropriate respirator and required medical examinations specified by the Standard.

Employees required to use respiratory protective devices because of exposure to toxic substances will do so as a condition of employment. Employees who are required to use respirators will be properly fitted, appropriately tested, medically screened, and trained in their use.

CODES AND REGULATIONS

General applicability of Codes and Regulations: Except to the extent that more explicit or more stringent requirements are written directly into this procedure, all applicable state and/or local codes and regulations have the same force and effect as if copied directly into this standard. A copy of these codes and regulations must be present at the job site.

Federal Regulations: Those standards governing the development of this program include but are not limited to the following:

- OSHA's Asbestos Standard - Construction Industry Title 29, Part 1926, Section 1101 of the Code of Federal Regulations.
- OSHA's Lead Standard - Construction Industry Title 29, Part 1926, Section 62 of the Code of Federal Regulations.
- OSHA's Respiratory Protection Standard Title 29, Part 1910, Section 134 of the Code of Federal Regulations.

- OSHA's Access to Employee Exposure and Medical Records Standard Title 29, Part 1910, Section 1020 of the Code of Federal Regulations.
- NIOSH Approvals for Respirators Title 30, Part II of the Code of Federal Regulations Title 42, Part 84 of the Code of Federal Regulations
- American National Standards Institute (ANSI) American National Standard: Practices for Respiratory Protection, Z88.2-1980

DESIGNATION OF A SITE-SPECIFIC PROGRAM ADMINISTRATOR

A site-specific respirator Program Administrator must be designated by name at each job site. This will be an individual who is qualified by appropriate training and/or experience (that is commensurate with the complexity of the program) to administer the respiratory protection program and conduct the required evaluations of the program's effectiveness. Routinely, this is the site superintendent or general foreman.

In order to comply with OSHA's "competent person" requirements, the individual designated must have at least two qualifications. He or she must have a good working knowledge of the respiratory protective equipment being used at the worksite and must have sufficient authority to promptly prevent and correct hazardous conditions at the site.

Respiratory Protection Program

The site-specific Program Administrator will ensure the implementation of a written respiratory protection program with required worksite-specific procedures and elements for required respirator use.

A. At any job site where the use respirators are necessary to protect the health of our workers, the respiratory protection program will include, as a minimum, the following elements:

- Procedures for selecting the respirators
- Medical evaluations of employees required using respirators
- Fit-Testing procedures for tight-fitting respirators
- Procedures for proper use of respirators
- Procedures for inspecting and care of the respirators
- Training employees about respiratory hazards
- Training employees on the use and limitations of respirators
- Procedures for evaluating the Program

B. At any job site where respiratory use is not required, the following must be included:

- KDF will provide an appropriate respirator for any employee requesting the use of one as long as the use of such respirator will not in itself create a hazard.
- Whenever anyone is allowed to use a respirator, all of the provisions of Paragraph A above will be applicable.

Program Evaluation

The site-specific Program Administrator will periodically assess the effectiveness of the respiratory protection program during all phases of operation in which respirators are being used. Frequent walk-through inspections during these activities will be conducted to monitor and document supervisor and worker compliance with the requirements of the program. In addition, this evaluation will include regularly consulting with employees who wear respirators concerning fit, comfort, and other factors. The general assessment of the overall respiratory protection program will also include specific evaluations of respirator cleaning, inspection, maintenance, repair, storage, and use procedures to ensure that the desired results of these operations are consistently achieved.

Corporate Program Administrator

In order to assure the timeliness of the Company's written respiratory protection program, it will be evaluated and updated as necessary to reflect any changes in workplace conditions, respiratory equipment, or regulatory standards.

Duties of the Corporate Program Administrator include:

- Identifying work areas, processes or tasks that require workers to wear respirators
- Assess the effectiveness of the respiratory protection program during all phases of operation that respirators are being used in accordance with their certifications.
- Selection of respiratory options
- Administering the medical surveillance program.
- Maintaining records required by the program
- Updating the written program as needed

PURCHASE OF APPROVED EQUIPMENT

In order to comply with the provisions of OSHA's standard on Respiratory Protection, 29 CFR 1910.134, all respiratory protective equipment purchased by KDF will have been tested by the National Institute for Occupational Safety and Health and will carry a NIOSH approval number for that specific respirator assembly.

KDF is required to provide a cartridge with an "End of Service Life Indicator (ESLI)". If ESLI cartridges are not available, a "Cartridge Change Schedule" must be developed from data provided by the manufacturer. In the event neither an ESLI cartridge nor a Cartridge Change Schedule is feasible, the employees must be provided with a supplied-air respirator.

RESPIRATOR SELECTION

In selecting the correct respirator for a given circumstance, the following factors must be taken into consideration:

- **Nature of the Hazard:** In order to make subsequent decisions, the nature of the hazard must be identified to ensure that an overexposure does not occur. These include oxygen deficiency, physical

properties of the hazard, chemical properties of the hazard, physiologic effects on the body, actual concentrations of the toxic substances, the Permissible Exposure Limits (PEL), and the warning properties.

- **Nature of the Operation:** For proper respirator selection, it is necessary to know the details of the operations, which require employees to use respiratory devices. These include operation or process characteristics, work area characteristics, materials used or produced during the process, the employee's duties and actions, and any abnormal situation characteristics, which may necessitate alternate respirator selection.
- **Location of the Hazardous Area:** This is important in the selection process so that a backup system may be planned if necessary. Respirable air locations must be known prior to entry into a hazardous area so escape or emergency operations may be planned.
- **Time Respiratory Protection is Required:** The length of time a respirator will have to be worn by an employee is a factor which must be evaluated. This is most pronounced when using SCBA Equipment, where, by definition, the air supply is finite. However, time is also a factor during routine use of air-purifying respirators when the employee's breathing and comfort become effected by a clogged filter cartridge which needs changing.
- **Employee's Health:** Effective usage of a respirator is dependent on an individual's ability to wear a respirator, as determined by a physician. Most respiratory devices increase physical stress on the body, especially the heart and lungs. Care should be taken to ensure that a medical determination has been made that an individual is capable of wearing a respirator for the duration of the work assignment. (See paragraph 14.0 of this procedure).
- **Work Activity:** The type of work activities to be performed while wearing a respirator is vitally important in the respirator selection. The proper respirator will be one, which is least disruptive to the task being conducted yet providing the desired protection.
- **Respirator Characteristics, Capabilities and Limitations:** Tables 1 and 2 have been reproduced from ANSI Z88.2-1980. They provide a description of various respirator characteristics, capabilities and limitations.
- **Protection Factors:** The protection afforded by respirators is dependent upon the seal of the facepiece to the face, leakage around valves, and leakage through or around cartridges or canisters. Depending on these criteria, the degree of protection may be ascertained and a relative safety factor assigned. Protection factors are only applicable if all elements of an effective respirator program are in place and being enforced.

Comfort

Once KDF has selected the type of respirator to be used, and this selection will be based on the respiratory hazards to which the worker will be exposed as well as workplace and user factors that affect respirator performance and reliability, the selection process should give consideration to the fit and comfort of the respirator.

KDF need only provide enough respirator choices to obtain an acceptable fit among the employees who are required to wear a respirator. If just one respirator model and size provides the acceptable fit, then only that one model and size respirator is sufficient.

An assessment of comfort should include the following points:

Chin properly placed	Fit across Nose Bridge
Positioning of mask on nose	Strap Tension
Room for safety glasses	Room to talk
Distance from nose to bridge	Tendency to slip
Cheeks filled out	Hindrance to movement

KDF will permit each employee who uses a filter respirator to change the filter elements whenever an increase in breathing resistance is detected and shall maintain an adequate supply of filter elements for this purpose.

ISSUANCE OF EQUIPMENT

When practical, respirators will be assigned to individual employees for their exclusive use and labeled for identification in such a way as not to effect the performance of the respirator.

Fitting

After the employee has been shown how to assess a respirator, he/she must be shown how to put on the respirator, how it should be positioned on the face, how to set strap tension, and how to determine a proper fit.

Familiarization

Once the proper fitting respirator has been selected, the employee should don the device, adjusting the facepiece and applying tension to the straps. He/she should then wear the mask for at least five minutes before taking it off and putting it on several times, adjusting the straps each time to become familiar with the respirator and adept at setting the proper tension on the straps.

Qualitative Fit-Testing (QLFT) & Quantitative Fit-Testing (QNFT)

Any respirator designed to have a tight seal along the face must be fit-tested, whether it is used in a positive or negative pressure mode, and whether it is disposable. There are currently two methods acceptable for conducting fit-test for respirator use, the Qualitative Fit-Test (QLFT) and the Quantitative Fit-Test (QNFT). The (QLFT) method is a fast, easily conducted test that can be performed almost anywhere, while the (QNFT) method requires the use of bulky test chambers and very expensive electronic equipment.

Acceptable Fit-testing Methods		
Respirator	QLFT	QNFT
Half-Face Negative Pressure, APR (<100 fit factor)	Yes	Yes
Full-Face Negative Pressure, APR (<100 fit factor) used in atmospheres up to 10 times the PEL	Yes	Yes
Half-Face Negative Pressure, APR (>100 fit factor)	No	Yes
PAPR	Yes	Yes

Supplied-Air Respirators (SAR), or SCBA used in Negative Pressure (Pressure Demand Mode)	No	Yes
Supplied-Air Respirators (SAR), or SCBA used in Positive Pressure (Pressure Demand Mode)	Yes	Yes
SCBA Structural Fire Fighting, Positive Pressure	Yes	Yes
SCBA/SAR -IDLH, Positive Pressure	Yes	Yes
Mouthbit Respirators	Fit-testing Not Required	
Loose-fitting Respirators (e.g., hoods, helmets)		

Note: When full-face air purifying, negative pressure respirators are to be used in atmospheres in which exposure to asbestos fibers are expected to exceed 1 f/cc or 10 times the PEL, they can only be used if they are fit-tested using the Quantitative method (QNFT). Due to the expense and limitation of adequate testing facilities for conducting the Quantitative method (QNFT), the use of full-face air purifying, negative pressure respirators in exposures above 1 f/cc is prohibited.

Only an individual who is qualified by either appropriate training and/or experience to conduct these tests will perform fit-testing. The employee will be fit-tested with the same make, model, style and size respirator that will be used.

Fit-Testing

OSHA requires that tight-fitting facepiece respirators be fit-tested prior to initial use of the respirator, whenever a different facepiece (size, style, model or make) is used, and at least annually thereafter. KDF will conduct an additional fit-test whenever there is a change in the employee's physical condition that could affect respirator fit. This could include (a) a weight loss or gain of 20 pounds or more, (b) significant facial scarring in the area of the facepiece seal, (c) significant dental changes, or (d) reconstructive or cosmetic surgery.

Note: Respirator fit-testing will not be performed on an employee until after a medical evaluation has been conducted and it has been determined the employee is suitable to wear a respirator.

When fit-testing Powered Air Purifying Respirators (PAPR) using the QLFT method, the respirator's facepiece must first be converted into a negative pressure respirator with appropriate filters, regardless of the mode of operation. When higher levels of respiratory protection are needed, the QNFT method must be used.

Qualitative Fit-Testing (QLFT) is based on the wearer's subjective response to the test agent or chemical, of which the three most popular tests are, the irritant smoke test, the odorous vapor test, and the taste test. Fit-testing will be in accordance with the mandatory Appendix A of the Standard. The following represents a brief summary of how to conduct each of these tests.

- **Irritant Smoke Test:** The irritant smoke test is performed by directing an irritant smoke, usually either stannic chloride or titanium tetrachloride, from a smoke tube towards the respirator being worn. If the wearer cannot detect the irritant smoke, a satisfactory fit is assumed to be achieved.

The respirator wearer will react involuntarily, usually by coughing or sneezing, to a leakage around or through the respirator. Since this type of test provokes an involuntary response from the employee, it is the preferred testing method when available. In this type of qualitative test, the person administering the test should be interested in any response to the smoke and not necessarily to the degree of response.

When an air-purifying respirator is being tested in this method, it has to be equipped with a high efficiency filter (HEPA) cartridge.

Note: The test substances are irritants to the eyes, skin and mucous membranes. Therefore, the respirator wearer should keep his/her eyes closed during testing.

- **BITREX Test:** The Bitrex™ (Denatonium benzoate) solution aerosol QLFT protocol uses the published saccharin test protocol because that protocol is widely accepted. Bitrex is routinely used as a taste aversion agent in household liquids which children should not be drinking and is endorsed by the American Medical Association, the National Safety Council, and the American Association of Poison Control Centers. The entire screening and testing procedure shall be explained to the test subject prior to the conduct of the screening test.
- **Odorous Vapor Test:** The odorous vapor test relies on the respirator wearer's ability to detect an odorous material, usually isoamyl acetate (banana oil) inside the respirator. The test is performed by passing an isoamyl acetate saturated material around the outside of the respirator. If the wearer is unable to smell the chemical, then a satisfactory fit is assumed to be achieved.

When an air-purifying respirator is tested by this method, it should be equipped with an organic cartridge which removes the test vapor from the air.

Note: This test is solely dependent upon the employee's honest response, since there is no involuntary reaction. For that reason, it is not to be preferred.

- **Taste Test:** The taste test relies upon the wearer's ability to detect a chemical substance, usually sodium saccharin, by tasting it inside the respirator. If the wearer is unable to taste the chemical, then a satisfactory fit is assumed to be achieved.

When an air-purifying respirator is tested by this method, it should be equipped with organic vapor cartridges or offer protection against organic vapors, which removes the test vapor from the air.

Note: This test is totally dependent on the wearer's honest indication of taste. There is no involuntary response, and therefore is not preferred as a method of testing. When conducting this type of test, the person being tested must not be allowed to eat, drink, or chew gum or tobacco for at least 15 minutes prior to taking the test.

User Seal Check Procedures (Mandatory)

The individual who uses a tight-fitting respirator is to perform a user seal check to ensure that an adequate seal is achieved each time the respirator is put on. Either the positive and negative pressure checks or the

respirator manufacturers recommended user seal check method shall be used. User seal checks are not substitutes for qualitative or quantitative fit tests.

Facepiece Positive and/or Negative Pressure Checks:

Positive Pressure Check

Close off the exhalation valve and exhale gently into the facepiece. The face fit is considered satisfactory if a slight positive pressure can be built up inside the facepiece without any evidence of outward leakage of air at the seal. For most respirators this method of leak testing requires the wearer to first remove the exhalation valve cover before closing off the exhalation valve and then carefully replacing it after the test.

Negative Pressure Check

Close off the inlet opening of the canister or cartridge(s) by covering with the palm of the hand(s) or by replacing the filter seal(s), inhale gently so that the facepiece collapses slightly, and hold the breath for ten seconds. The design of the inlet opening of some cartridges cannot be effectively covered with the palm of the hand. The test can be performed by covering the inlet opening of the cartridge with a thin latex or nitrile glove. If the facepiece remains in its slightly collapsed condition and no inward leakage of air is detected, the tightness of the respirator is considered satisfactory.

Manufacturer's Recommended User Seal Check Procedures

The respirator manufacturers recommended procedures for performing a user seal check may be used instead of the positive and/or negative pressure check procedures provided that the employer demonstrates that the manufacturer's procedures are equally effective.

Note: Although both the positive and negative pressure tests are considered essential to a good respiratory protection program and should always be used prior to entering an area of exposure, they are recognized solely as a field test and cannot be substituted for the annual qualitative fit-test.

Airflow Check

Prior to fitting or using a PAPR respirator, an Airflow Meter must be used to check the operation of the battery and the flow of air through the power unit and the filter cartridge. The Airflow Meter is nothing more than a graduated plastic tube with a floating plastic ball that attaches to the input side of the filter cartridge on a 3M PAPR and inserts into the outlet side of the power unit on both a Racal and an MSA PAPR respirator. The flow of air through the Airflow Meter moves the floating ball up and down in tube.

This test must be conducted using the individual worker's PAPR motor and battery assembly. The ball should indicate airflow of between 4 to 6 cfm. If the flow rate is below 4 cfm, insufficient airflow is being provided and the unit must be checked. Generally, this is a result of a battery with a low charge or an overloaded filter. Do not use the respirator until this situation has been corrected.

Training

Respirators will not be issued to individuals (this includes company officials, sub-contractors, visitors, customers, etc.) who have not received appropriate respirator training and who do not have a current Physician's Written Opinion on file at the work site.

Training Program

The extent and frequency of employee training depends primarily on the nature and extent of the hazard. As a minimum, all employees and supervisory personnel will be trained in basic respirator practices. It must be remembered the respirators are effective only when they are acceptable to the employee and worn properly. Because proper use depends especially upon the wearer's motivation, it is important the need for the respirator be fully explained.

The basic respirator-training program must include:

- An explanation of the problems involved in misusing the respirator.
- A discussion of the nature of airborne contaminants against which the employee must be protected, and why engineering controls have not been effective in controlling exposure to the point where respirators are not required.
- A discussion of why the respirator which has been selected for this job is the proper device for this particular purpose.
- Instruction on the respirator's limitations, emphasizing such things as oxygen deficiency, toxic contaminants which are immediately dangerous to life or health (IDLH), particulates, such as asbestos, which are not immediately dangerous to life or health, and the need to change filter cartridges when indicated to do so by testing, or when breathing resistance increases to an uncomfortable level.
- Instructions on how to put on the respirator, how it should be positioned on the face, how to set strap tension, and how to wear the respirator comfortably.
- Instructions in the proper care and maintenance of the respirator.
- Field training to recognize and cope with any type of emergency while using a respirator.
- Instructions in how to inspect the respirator and ensure that it is in proper working condition.
- An explanation of the differences between air-purifying and supplied air respirators and how their use is controlled by the amount of exposure.
- A discussion on the value of medical surveillance and air-sample monitoring.
- Instructions on the method of fit testing used and the proper way to conduct positive and negative pressure tests each time the respirator is put on. During this instruction, the wearer must be made to understand that the respirator cannot be used when conditions prevent a satisfactory facepiece-to-face seal. If this condition cannot be corrected, the employee cannot be allowed into the area requiring the use of a respirator.
- Instructions that it is illegal to alter in any way, or to mix parts from one model or manufacturer's respirator to another, and that doing so voids the NIOSH certification of the respirator.

Respirator Training Records

Upon completion of the basic respirator training program, the employee will be required to read and sign a Respirator Training Record attesting to the fact they have received the basic training program and feel confident in their ability to use the respirator properly. The signed and dated Respirator Training Record will then, become a part of the employee's permanent personnel records and will be retained for a period of thirty (30) years following the employee's last day of employment.

Care and Maintenance

The manufacturer's representative must adequately train personnel responsible for the care and maintenance of respirators. Substitution of parts from different brands or types of respirators invalidates approval of the device. Repairs and adjustments should never be made beyond the manufacturer's recommendations. Under no circumstances should a chemical or substance be used to clean or disinfect a respirator unless the manufacturer has approved that chemical or substance.

Cleaning the Respirator

Respirators must be cleaned after each use and disinfected after each day's use when they are assigned to one individual or after each use if they are assigned to more than one person. The following procedures are recommended for cleaning and disinfecting respirators:

- If required, remove any filters or cartridges.
- Wash facepiece and breathing tube in detergent and warm water (120°) or a cleaning and disinfecting solution. Use a soft brush to facilitate removal of dirt. Cleaning and disinfecting solutions are available from respirator manufacturers or it can be made by using a solution of water and household chemicals, such as two tablespoons of chlorine bleach to one gallon of water, or one teaspoon of tincture of iodine to one gallon of water. A two-minute immersion of the respirator into either solution is sufficient for disinfecting the item.
- Rinse completely in clean, warm water.
- Air-dry in clean air.
- Clean out other parts as recommended by the manufacturer.
- Inspect the valves, head straps, and other parts and replace with new parts if defective.
- Place facepiece in a plastic bag or container for storage in an assigned area.
- When required, insert new filters or cartridges prior to use making sure the seals are tight.

Storing the Respirator

When respirators are assigned to individuals for their specific use, appropriate provisions must be made to provide the user with adequate storage facilities. When they are not being used, respirators must be stored in convenient, clean and sanitary locations in order to protect them against dust, sunlight, heat, extreme cold, excessive moisture, or damaging chemicals. If the respirators are routinely used, they may be placed in individually sealed in plastic bags. They should be stored in such a way, that the facepiece and exhalation valves are not being distorted. Respirators must not be stored in such places as lockers or toolboxes unless they are in carrying cases or cartons.

Inspecting the Respirator

A competent person should be responsible for inspecting respirators and assuring that they are in satisfactory working condition. Respirators should be inspected before and after each use and at least monthly if not used often. A general inspection checklist should include:

- Tightness of connections
- Condition of facepiece, straps, connecting tubes, and cartridges.
- Condition of exhalation and inhalation valves. If the sides of the exhalation valve gape even slightly, it must be replaced with a new valve.
- Pliability and flexibility of rubber parts. Deteriorated rubber parts must be replaced. Unused rubber parts should be worked, stretched and manipulated with a massaging action.
- Condition of lenses should be checked. Lenses must be tight and scratched or damaged lenses replaced.
- On self-contained breathing apparatus, the charge of the compressed air cylinders should be checked and fully charged.
- Proper functioning of regulators and warning devices.
- On type C respirators, the compressor, warning devices, hoses and attachments. A qualified individual to assure that respirators are properly selected, fitted, used, cleaned and maintained, and must conduct frequent random inspections.

Medical Requirements

Employees of KDF will not be assigned to tasks requiring the use or fit-testing of a respirator, unless it has been determined that they are physically able to perform the work and use the respirator.

No employee shall be assigned to tasks requiring the use or fit-testing of respirators if, based on his or her most recent medical examination, an examining physician or other licensed health care professional determines that the employee will be unable to function normally wearing a respirator, or that the safety or health of the employee or of other employees will be impaired by the use of a respirator.

Such employee shall be assigned to another job or given the opportunity to transfer to a different position the duties of which he or she is able to perform with the same employer, in the same geographical area, and with the same seniority, status, and rate of pay and other job benefits he or she had just prior to such transfer, if such a different position is available.

Medical Examinations

Using a respirator may place a physiological burden on an employee that varies with the type of respirator worn, the job and workplace conditions in which the respirator is used, and the medical status of the employee. Accordingly, the minimum requirements for medical evaluation to determine the employees' ability to use a respirator are:

- Prior to a medical evaluation to determine the employee's ability to use a respirator;
- Prior to a fit-test: and

- At least annually thereafter.

Each procedure of the medical examination and evaluation will be performed by or under the supervision of a physician or other licensed health care professional and will include, as a minimum, a medical and work history with, special emphasis directed to the pulmonary, cardiovascular, and gastrointestinal systems to determine the presence of any possible respiratory diseases, and a pulmonary function test which will include both the maximum amount of air that can be expired from the lungs after full inhalation (FVC) and the amount of air forcibly expired in one second after full inhalation (FEV_{1.0}). A chest x-ray, both posterior and anterior, may be required at the discretion of the physician or other licensed health care professional.

The only exception to this requirement for an initial medical examination is if the employee or company can provide adequate records to show that he/she has been examined in accordance with the provisions of this program within the past twelve (12) month period.

Personal Protective Equipment

PURPOSE

To ensure the use of appropriate company approved personal protective equipment by all KDF personnel, visitors and subcontractors who either are, or may be engaged in or exposed to hazardous working conditions.

SCOPE

This section applies to all KDF operating units.

POLICY

KDF corporate policy mandates the correct use of appropriate company approved personal protective equipment wherever and whenever there is a potential for exposure, either real or assumed, to hazardous working conditions, or where a hazardous condition exists and a need is indicated for using such equipment to adequately reduce the hazard to its personnel, visitors and/or subcontractors.

TRAINING

KDF will provide the appropriate training to each employee who is required to wear or use personal protective equipment in the performance of his or her job. Each such employee will be trained to know at least the following:

- when the use of PPE is necessary;
- what type of PPE is required;
- how to properly don, duff, adjust and wear PPE;
- the limitations of the PPE; and
- the proper care, maintenance, useful life and disposal of the PPE.

HAZARD ASSESSMENT

It is absolutely essential, that before assigning an item of personal protective equipment, each potential hazard to the workers head, eyes, feet, hands, face, skin and lungs be accurately assessed in order to correctly and precisely match the protective equipment to the degree of protection required by the potential hazard.

Assessment Guidelines

In assessing the need for personal protective equipment, the following steps must be taken.

Survey - Conduct a walk-through survey of the work site to identify each and every source of a potential hazard to the worker. The following basic categories should be given major attention:

- Impact
- Penetration

- Compression (roll over)
- Chemical
- Heat or Cold
- Harmful Dust
- Light Radiation

Selection Guidelines - After completing the walk-through survey and analyzing the data collected, the following must be performed:

- determine the type of protective equipment that is currently available;
- ascertain its capabilities and limitations;
- select those items of protective equipment that offers protection greater than the minimum required to protect the employee; and
- assure a proper fit of the selected equipment to the user and provide the necessary education and training in its correct usage.

Size and Fit

When selecting the personal protective equipment, make certain that item of the selected PPE properly fits each affected employee.

Reassessment of Hazards

Workplace hazards should be reassessed on each project or on an as needed basis resulting from the following:

- a change in working conditions, equipment, process or work practices;
- a post-accident or injury investigation; and
- a re-evaluation of the suitability of previously selected personal protective equipment.

Controlling the Hazards

It must be remembered that personal protective equipment alone cannot provide total protection against hazards, but should only be used in conjunction with guards, engineering controls, and sound work practices.

PERSONAL PROTECTIVE EQUIPMENT

KDF reserves the right to select and/or approve all personal protective equipment used by its employees, visitors and/or subcontractors, and only such equipment issued or approved by KDF will be allowed on its job sites.

Hard Hats

All personnel must wear KDF issued hard hats at all times when working on construction sites or in a "Hard Hat Area." This includes visitors, subcontractors, engineers, inspectors, and anyone else who has authorization to be on the site. Personnel working on asbestos abatement projects must wear hard hats

while in the containment area, and depending upon the location and activities of adjacent areas, to and from the containment.

Hard hats which have been altered by drilling or cutting will not be permitted, nor will those hats which have been altered by the addition of any items on the outside of the hat other than safety, union or site stickers. When it is necessary to use additional personal protective equipment which must be attached to the hard hat, only those hard hats designed for this purpose may be used.

Headband Assemblies - Headband assemblies must be in good repair and should be exchanged whenever they become broken or weakened. The area between the top of the headband and the top of the hard hat should never be used for storage.

The changing around of the headband assembly to enable the hard hat to be worn with the front bill of the hat facing to the rear, is in violation of the manner in which the manufacturer initially stated the MSA V-Guard hard hat was designed to be worn.

Exceptions: This method of wearing the hard hat, i.e. the brim facing the rear, will only be authorized by KDF under the following conditions:

- the hard hat in question is an MSA V-Guard hard hat;
- the user has disassembled and then reassembled the suspension system correctly reversing its orientation from front to back;
- the nape strap of the hard hat's headband now rests on the back of the user's head; and
- the user is actively engaged in an activity that would preclude the wearing of the hard hat with the brim facing forward. Examples of such activities would include cutting, brazing or welding while the worker is actually wearing a welder's face shield that attaches to the hard hat.

Gloves

Where needed, all personnel should wear work gloves in good condition which are suited to the type of work involved. However, employees who are required to operate or work around drill presses, power saws, and similar rotating machinery should not wear gloves.

Shoes and Boots

Safety toe shoes are recommended for use by all personnel. All safety shoes should meet nationally recognized standards. When working with wet concrete, workers must wear rubber boots. Shoes and boots must be kept in good repair, and those with worn heels or thin or worn soles should not be permitted. In addition, the wearing of sneakers, sandals, or shoes that have been slit or have holes cut in them, or low-quarter shoes, will not be permitted.

Eye and Face Protection

Approved eye and face protection must be worn whenever warranted by the exposure. Safety glasses must be worn in all circumstances where there is an exposure to flying particles, and full-face shields must also be used when doing such work as grinding or chipping.

Welders must wear a welder's hood with lenses, which have the correct color density for the type of welding involved. Welder's helpers must wear the same, or at the minimum, must wear burning goggles with the correct color density lenses.

Safety Harness and Lifelines

Safety body harnesses with shock-absorbing lanyards must be worn and used by all employees who are working at elevated levels which are not protected by handrails, or when working from suspended scaffolds.

KDF employees are required to wear and use safety harness to protect them from falling whenever they are exposed to falls from heights of 6 feet or more, when working over machinery, moving equipment or objects posing an impalement hazard, or in the case of entering a confined space, with an attended lifeline.

Flotation Vests

U. S. Coast Guard approved flotation vests must be worn by all employees who are working on barges or floating pipelines or plants, or on structures extending over water, that are not protected by adequate handrails. In addition, any employee who is working over the side of a vessel or structure which is extended over water, or in any area where a drowning hazard exists, must wear an approved flotation vest.

Traffic Vests

Whenever employees are required to work in the immediate vicinity of moving traffic, all personnel must be required to wear, as a minimum, a fluorescent orange or red traffic safety vest which will be provided by the company.

PERSONAL WORK CLOTHING

The minimum work clothing that is acceptable for all KDF employees working on a construction site, is long pants, good work shoes or boots, and a shirt that completely covers the workers shoulders and provides adequate protection against such hazards as concrete splash, abrasions to the skin, oil or grease spills, and slag from welding or cutting.

Welders should be cautioned against wearing any type of highly flammable clothing, such as polyesters, double-knits, etc. Clothing that has become torn, ragged, or frayed should not be acceptable, since it presents a hazard of catching on rough corners or machine parts which could cause the wearer to trip or fall.

For the most part, construction workers should wear clothing that is reasonably snug, particularly about the neck, wrists, and ankles. Workers should be cautioned against wearing loose clothing, rings, watches, earrings, other body piercing rings and studs, necklaces or long hair, all of which may catch in power driven equipment.

MAINTENANCE

Whenever it is necessary, by reason of the potential for hazards or the environment, that employees wear and use appropriate personal protective equipment, this equipment must be maintained in a sanitary and reliable condition.

Defective Equipment

Defective or damaged personal protective equipment cannot be used and must be replaced before the worker can continue with the work he or she was doing.

KEY ITEM CHECK LIST FOR PERSONAL PROTECTIVE EQUIPMENT

Yes No Key Item

Head Protection

- ☐ ☐ Is an appropriate hard-hat policy enforced?
- ☐ ☐ Are hard-hats maintained in sanitary, reliable condition?
- ☐ ☐ Are defective or damaged hard-hats replaced?
- ☐ ☐ Are hard-hats worn properly?
- ☐ ☐ Are head-bands replaced as required?

Eye and Face Protection

- ☐ ☐ Is an appropriate policy for safety glasses enforced with regard to type and application?
- ☐ ☐ Are safety glasses worn where required?
- ☐ ☐ Are side shields worn where required?
- ☐ ☐ Are full-face shields worn where required?
- ☐ ☐ Are goggles provided when the work requires their use?

Hand Protection

- ☐ ☐ Is an appropriate hand-wear policy established?
- ☐ ☐ Is hand-wear that may cause increased risk of injury prohibited?
- ☐ ☐ Are appropriate types and weight gloves provided as needed?
- ☐ ☐ Are appropriate sizes issued when gloves are provided?

Foot Protection

- ☐ ☐ Is an appropriate foot protection policy established?
- ☐ ☐ Is safety-type foot wear worn where required?
- ☐ ☐ Are construction-style boots worn on construction sites?
- ☐ ☐ Are rubber boots worn when working in wet areas?

- ☐ ☐ Has the wearing of sneakers, sandals, or shoes that have been slit or have holes cut in them been prohibited?
- ☐ ☐ Has the wearing of low-quarter shoes been prohibited?

Special PPE

- ☐ ☐ Are welding suits provided where circumstances require them?
- ☐ ☐ Are DOT orange vests required for workers near road traffic?
- ☐ ☐ Is there a policy that requires wearing clothing suitable for a construction site?

Hearing Conservation

Purpose

The purpose of this program is to provide a process to minimize employee-hearing loss caused by excessive occupational exposure to noise.

Scope

This program is applicable to all employees who may be exposed to noise in excess of 85 decibels (decibels). When work is performed on a non-owned or operated site, the operator's program shall take precedence, however, this document covers KDF employees and contractors and shall be used on owned premises, or when an operator's program doesn't exist or is less stringent.

Definitions

Audiometric testing - means detection by the person being tested of a series of pure tones. For each tone, the person indicates the lowest level of intensity that they are able to perceive. Decibels – means the sound energy measured by a sound level meter using the “A” scale. The “A” scale is electronically weighted to simulate the response of the human ear to high and low frequency noise. Slow Response – means the setting on the sound level meter that averages out impulses of brief duration that would cause wide fluctuation in the sound level meter reading. Standard Threshold Shift – means a change in hearing threshold relative to the baseline audiogram of an average of 10 dB (corrected for age) at 2000, 3000 and 4000 Hz in either ear.

Key Responsibilities

Managers and Supervisors

- Ensure requirements of this program are established and maintained.
- Ensure employees are trained and comply with the requirements of this program.

Employees

- Wear hearing protection when required, attend the training, and cooperate with testing and sampling.

Procedure

Occupational hearing loss is a cumulative result of repeated or continued absorption of sound energy by the ear; employee protection is based on reduction of the noise level at the ear or limiting the employee's exposure time. KDF shall offer hearing protection to all employees exposed to potential high noise levels in working areas and to those employees requesting hearing protection. All employees, who work in areas where the exposure to noise levels are 85 decibels or greater for the 8-hour time weighted average of 85 decibels, must wear hearing

protection and KDF shall implement a monitoring program to identify employees to be included in the hearing conservation program.

Surveys

Surveys will be conducted by a qualified employee or third party. To evaluate noise exposure in terms of possible hearing damage, it is necessary to know the overall sound level ("A" scale measurement), the exposure time of the individual in hours per day and the length of time the individual has worked in the area being surveyed. This data shall be supplemented by the following:

- Name of area and location
- Date and time of survey
- Name of person conducting survey
- Description of instrument used, model and serial number
- Environmental conditions
- Description of people exposed

KDF shall notify each employee of their monitoring results, or, if their job is exposed to noise 85 decibels or greater. A plot of noise levels must be made for owned facilities. The plot must be filed or posted at the facility. JWBamford Enterprises, Inc. shall evaluate hearing protector attenuation for the specific noise environments. The adequacy of hearing PPE shall be reevaluated whenever noise exposures increase to the point that the PPE provided may no longer provide adequate protection. KDF shall then provide more effective PPE where necessary. All sound measuring equipment must be calibrated before and after each survey. Records of sound measuring equipment calibration and noise level surveys shall be kept for 20 years. Noise Surveys must be repeated whenever changes in the workplace may expose additional personnel to high noise or hearing protection being used by employees may not be adequate to reduce the noise exposure to a level below 85 decibels.

Sound Level Surveys

- All owned facilities that are suspected of having noise levels exceeding 85 decibels must be screened.

Exposure Surveys:

- A representative sampling of employees shall be conducted to determine the exposure to noise over a period of time.
- Noise dosimeters must be capable of integrating all continuous, intermittent and impulsive sound levels from 80 dB to 130 dB and must be calibrated so a dose of 50% corresponds to a time weighted average of 85 dB.

Signage

Clearly worded signs shall be posted at entrance to, or on the periphery of, areas where employees may be exposed to noise levels in excess of 85 decibels. These signs shall describe the hazards involved and the required protective actions.

Audiometric Testing

Each employee who is exposed to noise 85 decibels (8 hr TWA) or greater must take an audiogram annually.

- An employee must receive a baseline audiogram within six months of their first exposure to 85 decibels or greater for an eight-hour period.
- An employee shall receive an annual audiogram every year they work in a position that is exposed to noise 85 decibels or greater.
- A qualified third party shall perform all audiometric testing, evaluation, reporting and retesting.
- Audiometric testing shall be preceded by a period of at least 14 hours during which there is no exposure to workplace sound levels in excess of 80 decibels.
- This requirement may be met by the use of hearing protectors that reduce the employee noise exposure level below 80 decibels.
- An otoscopic exam is required before an audiogram is initiated. A qualified person shall examine the ear canal for any ear infections or canal irregularities that might affect the audiogram or rule out the use of earplugs.

Annual audiograms shall be evaluated as follows:

- Each audiogram shall be compared to the employees' baseline audiogram to ensure the test was valid and to determine if a standard threshold shift has occurred.
- If a standard threshold shift is determined, the employee will be retested within 30 days.
- The retest results will be considered as the annual audiogram.
- Employees shall be informed of their audiometric test results in writing within 21 days of determination.
- If the employee has sustained a standard threshold shift, after retesting, that employee shall be retrained and refitted for appropriate hearing protection.
- The employee shall be referred for additional medical evaluation if indicated.

Employee audiograms are considered medical/exposure records. These records must be kept for the length of employment plus 30 years.

Hearing Protection Devices

Earmuffs and earplugs shall be made available to the employee in sizes and configurations that will be comfortable to the employee. These hearing protection devices shall be made available to all employees

exposed to an 8-hour time—weighted average of 85 db at no cost to employees. Employees shall be instructed how to obtain the proper fit.

Training

A training program shall be established to inform employee, on an annual basis, of the effect of noise on hearing; the purpose of hearing protectors, including the advantages, disadvantages and alternatives of various types, including instructions on selection, fitting, use and care; and the purpose of audiometric testing and an explanation of test procedures. Training shall be updated to be consistent with changes in the work process and PPE requirements. All staff shall have a copy of this program and it shall be posted at the worksite and a copy made available to all employees, their representatives and regulatory agencies. The training must be documented.

Welding and Cutting

PURPOSE

To provide guidelines for the safe operation of welding and cutting equipment, and to itemize some of the fundamental hazards inherent with the use of this equipment.

SCOPE

This section applies to all KDF operating units.

POLICY

All operators of welding and/or cutting equipment must be trained and certified to operate the equipment they will use. Appropriate safety procedures must be reviewed and understood prior to use of this equipment.

RESTRICTIONS

If each of the requirements stated in this section cannot be followed, the welding and cutting will not be performed.

Guarding - If the object to be welded or cut cannot be moved and if the fire hazards cannot be removed, then the fire hazards must be protected by the use of guards to confine the heat, sparks and slag generated by the welding and cutting operation.

Inspections - Before the welding or cutting can be permitted, the area must be inspected by a person who has either the experience and training to authorize the welding and cutting or who has the authority to issue a Hot Work Permit or a Welding and Cutting Permit.

First Aid Equipment - First Aid equipment must be available at all times when workers are performing welding and cutting operations.

TRAINING

Prior to performing any welding or cutting operation, welders, cutters and their supervisors must be suitably trained in the safety procedures recommended by the manufacturer for the use of their equipment.

When working with oxygen-fuel welding and cutting, those workers in charge of the oxygen or fuel-gas supply equipment, including distribution piping systems and generators if applicable, must be instructed and judged competent for such work. A supervisor experienced in oxygen fuel welding and cutting may make this judgment.

Workers who are assigned to use arc-welding equipment must be properly instructed and judged qualified to operate such equipment. A supervisor experienced in arc welding may make this judgment. If gas shielded arc welding is done, the worker must be familiar with the OSHA Standards for welding and cutting, 29 CFR 1910.254(d)(1) and 1910.252(a), (b), and (c).

Oxygen-Fuel Welding

Basic Equipment

A. Industrial Gases

1. Oxygen - Oxygen itself is not flammable, but the presence of pure oxygen accelerates the combustion reaction. Oil and grease, in the presence of oxygen, become highly explosive. Oxygen must not be allowed to contact petroleum based substances.

B. Fuel Gases

1. Acetylene - Acetylene is an unstable gas when compressed above 15 psig. Acetylene cylinders are filled with a porous material and saturated with liquid acetone. Acetylene, when pumped into the cylinder, dissolves in the acetone and is held in a stable condition. If the acetylene cylinder is stored or used in the horizontal position, the acetone may leak out leaving an explosive mixture of acetylene. It is for this reason, that all acetylene cylinders must be stored and used in the upright or vertical position.
2. MAPP Gas - MAPP is a stabilized mixture of methyl-acetylene, and has considerably less tendency to backfire than acetylene. Maximum allowable use pressure is 94 psig versus 15 psig for acetylene.

C. Safety Equipment

Cutting goggles with a minimum of No. 4 tint in the lenses, approved welding helmet, clear face shield, leather-welding gloves, long sleeve shirts, and leather apron.

Setting Up Equipment

Remove safety caps from the tops of the cylinders. Clean all threaded connections to be sure they are free of dirt, dust, oil, or grease. Carefully attach the regulator to the cylinder valves. Release tension on the regulator and adjust the screws before opening the cylinder valves. Slowly open the fuel gas cylinder valve. Acetylene cylinder valves should be opened a maximum of one full turn. MAPP cylinder valves can be opened completely. Watch the regulator gauges for the pressure, read in pounds per square inch, psig.

Reverse flow check valves must be used at the regular end on both fuel and oxygen hoses. It is strongly recommended that they also be used at the torch end of these lines. These valves are inexpensive and provide a great degree of insurance against the possibility of mixing gases in the hoses and regulator, and of flashback, either of which could result in an explosion.

Remember that you never stand directly in front or in back of a regulator when opening the cylinder valve, and always check for leaks on all threaded connections. If valve handles are missing and it is necessary to use a wrench to open the valves, the wrench must remain in place on the valve while the unit is in use.

Lighting the Torch

Open the oxygen valve on the torch handle and adjust the oxygen regulator to the desired pressure. Allow the gas to flow a minimum of ten (10) seconds for every fifty (50) feet of hose. Now close the oxygen valve on the torch.

With the regulator valve backed out, open the fuel valve on the cylinder. Remember, for acetylene the valve is only opened a maximum of one full turn. Open the fuel gas valve on the torch and adjust the fuel gas regulator to the desired setting. Purge the line the same way as described above for oxygen. Now close the fuel valve on the torch.

Hold the torch in one hand and the spark lighter in the other. Open the torch fuel valve approximately one-half turn and ignite the gas. Keep opening the fuel valve until the flame stops smoking and leaves the end of the tip about 1/8". Then slightly reduce the fuel supply to bring the flame back to the tip.

Open the oxygen fuel valve on the torch until a bright neutral flame is reached. If you experience a backfire or flashback, immediately turn off the oxygen valve and then the fuel valve. Begin again by holding the torch in one hand and the spark lighter in the other and proceed from there.

Shutting off the Torch

First shut off the torch oxygen valve and then shut off the torch fuel valve. If this procedure is reversed, a "pop" may occur which will cause carbon to form in the torch. Now close both cylinder valves. Open the torch oxygen valve to release the pressure in the system. Now close the torch oxygen valve and release the adjusting screws on the oxygen regulator.

Safety Considerations

The following safety procedures need to be thoroughly re-emphasized:

- Never use oil or grease on any fittings or apparatus in contact with oxygen. Blow out the cylinder valves before attaching the regulators to the cylinders. Release the adjusting screw prior to opening the cylinder valves, and never stand directly in front or in back of a regulator when opening the cylinder valve: stand so that the cylinder valve is between you and the regulator.
- Always open the cylinder valves slowly. If a wrench is used, keep it on the valve. An acetylene cylinder should never be opened more than one full turn. Always purge the oxygen and fuel passages individually before lighting the torch. Light the fuel gas first before opening the oxygen valve on the torch. And follow the procedures as outlined. Do not take short cuts or use defective equipment.
- Never begin any welding or cutting without the proper permits if they are required by the job site, and always check to see that you have appropriate fire protection equipment immediately available before doing any welding or cutting. Welders must not wear flammable or disposable-type clothing, such as those used in asbestos abatement operations.

Transporting, Moving and Storing Gas Cylinders

Valve protection caps must be in place and secured; however, valve protection caps cannot be utilized for lifting cylinders from one vertical position to another.

When cylinders are hoisted, they must be secured on a cradle, sling board, or pallet. They cannot be hoisted or transported by means of a choker sling.

Cylinders can be moved by tilting them and rolling them on their bottom edge, but they should not be intentionally dropped, struck, or permitted to strike each other violently. When transported by a powered vehicle, the cylinders must be secured in the vertical position.

Unless secured to a special carrier intended for this purpose, regulators shall not be on the cylinders when they are moved.

Cylinders must always be stored and used in the upright (vertical) position, with the valve end up, and secured in such a way as to prevent their falling over. When cylinders are empty, when work is completed, or whenever cylinders are moved, the valve must be tightly closed.

Cylinders must be kept far enough away from the actual operations such that sparks, hot slag, or flame cannot reach them. They should not be placed where they can become subject to open flame, hot metal, or sources of artificial heat and should not be placed where they can become part of an electrical circuit.

Cylinders cannot be used for any purpose other than for what they are intended, nor can any employee of KDF attempt to mix gases in a cylinder.

Oxygen cylinders in storage must be separated from fuel-gas cylinders or combustible materials (especially oil or grease), a minimum distance of twenty (20) feet or by a noncombustible barrier at least five (5) feet high having a fire-resistance rating of at least one-half hour.

Inside of buildings, cylinders must be stored in a well-protected, well-ventilated, dry location, at least twenty (20) feet from highly combustible materials such as oil or excelsior. Cylinders should be stored in definitely assigned places away from elevators, stairs, or gangways. Assigned storage places must be located where cylinders will not be knocked over or damaged by passing or falling objects, or subject to tampering by unauthorized persons. Cylinders must not be kept in unventilated enclosures such as lockers and cupboards.

Arc Welding and Cutting

Protective Clothing

Welders must wear head and eye protection that is required in the area in which they are working. They must wear appropriate welding helmets, long sleeve shirts, leathers and welders gloves. If grinding, chipping or buffing is done, a face shield must be worn. If respirators are required, these also must be used.

As a minimum, fitters who are working with welders should wear long sleeve shirts, leathers and welders gloves, and appropriately tinted eye goggles or glasses with side shields.

Heli-arc and MIG welding operationsemit intense ultraviolet radiation, which can result in third degree burnsto exposed skin areasas well as painful flash burns to the eyes. Welding hoodsmust be checked periodically to ensure they are light tight. Arc gouging generally produces a great deal of slag and hot metal sparks. Additional personal protective equipment, such as boots, Nomex suits and mini-gogglesmay be appropriate.

Here again, welders and fitters must not wear flammable or disposable suits appropriate to asbestos abatement operations.

Equipment and Inspection

Equipment must be industrial rated, in good condition, and conforming to the OSHA requirements governing application, installation, and operation of arc welding and cutting equipment. Some, but not all, of the OSHA requirements are repeated in this standard for emphasis. A complete preventative maintenance inspection should be made at least annually by trained and qualified people. The last inspection date should be stenciled on the equipment. Open circuit voltage measurements should also be made annually and stenciled and dated on the equipment.

Before each use, the following items must be inspected:

- All leads for broken or cut insulation;
- Electrode holders for broken insulators or worn holders;
- Oil and fuel levels on gas or diesel powered units; and
- Both power and return leadsto ensure they are the same lengthso that the return lead can be attached as close as possible to the work.

Electric Shock Hazard

Almost all electric currents present some degree of potential shock hazard. Under optimum conditions, even welding voltages as low as 30 volts can be serious. Operating voltages listed on the ID nameplates are usually much lower than open circuit voltages. Open circuit voltages should not exceed 100 volts DC or 80 volts AC.

AC or DC current can be used for welding, and although both present serious shock hazard, AC is potentially more hazardous. Be certain not to use any equipment that is either wet now or has been drenched recently. Welding units that are powered by AC must be adequately grounded, and in order to change polarity, the unit must be shut down.

Electrodes should never be changed with bare hands or wet gloves, or when standing on a wet floor or grounded surface. Whenever possible, welding receptacles should be interlocked so that the power must be shut off before the plug can be withdrawn. Cables that become worn enough to present a hazard must be replaced immediately. Keep welding cables away from power supply cables and high voltage wires, and do not dip hot electrode holders in water to quick cool them. GFCIs cannot be used on welding machines with DC current.

Inert and Toxic Gas Exposure

Many welding procedures require an inert gas, such as argon and/or helium. These gases present an asphyxiation hazard and welders and fitters need to keep these points in mind:

- Large diameter pipe will contain large volumes of inert gas and greater potential problems;
- Temporary enclosures over field installations should be checked for oxygen level before use, and monitored continuously when in use;
- Argon will register "hot" when checked using an explosion meter, but will measure correctly when using an oxygen meter.

Welders should be familiar with special hazards related to rod coatings containing such items as cadmium, beryllium, and fluorides. Proper ventilation with these rods is very important. Lead, mercury and cadmium require special written procedures. Ventilation in work areas must be checked and should conform to good safety practices. In enclosed areas, such as tanks, vessels, and columns, the safety coordinator should be contacted for appropriate ventilation rates.

Welding and Cutting in a Containment

When welding or cutting operations are located within a contained area, such as inside an asbestos abatement containment, there are several areas of concern, which must be given special consideration in order to anticipate problems and take the proper precautions.

Combustion

Combustible materials can be easily ignited from the sparks and extremely hot pieces of metal which are usually present during either a welding or cutting operation. This can be very dangerous when employees are working within an area that is enclosed by plastic material. To avoid this, the following areas must be given special consideration:

- Combustible material in building construction or contents that are located closer than 35 feet to the point of operation.
- Combustibles, which are located, more than 35 feet away from the point of operation, but which are very easily ignited by sparks.
- Wall or floor openings that are within a 35 foot radius of the point of operation which expose combustible material in adjacent areas, including concealed spaces in walls or floors.
- Combustible materials which are located adjacent to the opposite side of metal partitions, walls, ceilings, or roofs and are likely to be ignited by conduction or radiation.

Fire Watch

Fire watchers will be required whenever welding or cutting operations are performed in locations where other than a minor fire might develop or any of the above conditions exists. The following requirements for a fire watch are mandatory.

- Each individual selected to perform a fire watch will be trained in how to conduct a fire watch, how to properly use extinguishing agents, how to sound an alarm, and how to evacuate the area when necessary.
- The fire watch cannot perform any other tasks that are not specifically related to the fire safety of the work area while he or she is on duty as a fire watch.
- Fire watchers must have full and recently inspected fire extinguishing equipment readily available.
- Fire watchers must be familiar with the facilities and procedures for sounding an alarm in the event of a fire.
- Fire watchers must watch for fires in all exposed areas. They should try to extinguish only those fires that are obviously within the capacity of the available equipment. Otherwise, they must sound the alarm immediately.
- A fire watch must be maintained for at least one-half hour after completion of the welding or cutting operations to detect and extinguish smoldering fires.
- A fire safety log must be maintained by the designated fire watch. The log must be maintained from the beginning of the operations requiring a fire watch until this operation has ceased to exist. The log should be used solely for the recording of fire and life safety information and must be maintained at the work site where it can be available for review by the local fire department.

The log must contain the following information:

- The date.
- The name and title of the assigned fire watch.
- The time and duration of the fire watch.
- The area assigned to the fire watch.
- An entry describing any fire or life safety problem that was found during the fire watch shift and how it was corrected.
- A statement at the conclusion of each work shift, signed by a supervisor, confirming that a survey of the work site has been made and that any unsafe fire conditions have been rectified. The statement can be very short and to the point. For example: "A visual survey of the work site was conducted and any unsafe fire conditions have been corrected."

Permits

Burning permits, Hot Work Permits and Welding and Cutting Permits are normally issued by a representative of the property or facility owner. Welding and cutting could be included in either or all of these three permits, depending on the wording of the permit and how it is used by the owner. A permit of this type is generally issued for specific areas prior to the start of any welding, burning, cutting, grinding or other hot work. The permit is usually issued to the fire watch and will cover one shift period only.

KEY ITEM CHECK LIST FOR WELDING AND CUTTING

Yes No Key Item

Gas Welding and Cutting

- ☐ ☐ Are cylinders stored, handled and moved properly?
- ☐ ☐ Are cylinders chained and capped as required?
- ☐ ☐ Are employees who handle compressed-gas instructed in the safe use of the cylinders?
- ☐ ☐ Are fuel-gas and oxygen cylinders protected from electric current, heat, sparks, arc contact, hazardous materials, and hazardous weather conditions?
- ☐ ☐ Are manifolds appropriately identified and stored according to the type of gas?
- ☐ ☐ Are hoses and manifolds inspected for damage?
- ☐ ☐ Are torches inspected daily?
- ☐ ☐ Are reverse-flow check flow valves installed?
- ☐ ☐ Are oxygen cylinders, fittings, connectors, manifolds, etc., free of oil and grease?
- ☐ ☐ Are oxygen or fuel-gas cylinders stored in non-restrictive spaces when not in use?

Arc Welding and Cutting

- ☐ ☐ Are damaged rod holders repaired?
- ☐ ☐ Are worn or damaged cables repaired or replaced?
- ☐ ☐ Are grounds adequate?
- ☐ ☐ Are the welders adequately trained in welding procedures and safety precautions?
- ☐ ☐ Are adequate disconnects provided?

Welding and Cutting on Preservative Coatings

- ☐ ☐ Are flammable and toxic coatings removed prior to welding or cutting operations?

Ventilation for Welding and Cutting

- ☐ ☐ Are ventilation systems adequate to reduce welding air contaminants to acceptable limits for the materials used?
- ☐ ☐ Is arc welding prohibited near chlorinated solvents?
- ☐ ☐ Are arc welding operations properly shielded?

Fire Protection

- ☐ ☐ Is a fire watch maintained for at least half an hour after welding ends?
- ☐ ☐ Are sufficient fire extinguishers provided?

Fall Protection Program

PURPOSE

To plan our work ahead of the foreseeable fall hazard occurrence, to provide regular training to our workers on the use, inspection, and limitations of fall equipment capabilities, and to provide for the swift rescue of fallen workers suspended from their equipment.

SCOPE

This section applies to all KDF operating units.

POLICY

KDF Corporate policy dictates that when the potential exists for a worker to free fall more than six (6) feet, or less if lower obstructions are present, workers must continuously use the fall protection equipment provided by the company and ensure that it is used in a proper manner. This includes those employees working in buckets of powered platforms, JLG's, scissors lift, etc.

The personal fall protection system must either prevent a free fall, or if a free fall does occur, must bring the employee to a complete stop within a deceleration distance of 42 inches, excluding lifeline elongation. This distance is in addition to the maximum six (6) foot distance of the free fall.

RESPONSIBILITY

The on-going monitoring of a fall protection system is an important responsibility because it is easy for the system to lose its integrity almost immediately, even as it is first used. Careless installation, unnecessary abrasion to ropes or cables, and improper hook-up are the key factors facing supervision of a fall protection system.

Since the fall protection system often is composed of various parts, compatibility of the individual pieces must be ensured. This is best achieved by using the equipment and suggested work practices of a single manufacturer. Non-professional fall protection equipment has no place in an organized fall protection program. All fall protection equipment and materials must meet the requirements of ANSI and ASTM.

Without an adequate Fall Hazard Assessment, the required safety training and knowledgeable supervision, enforcement of this program will become lax. The responsibility for preparation of the Fall Hazard Assessment, providing the mandated training and close supervision of the workers, lies directly with the Competent Person designated to implement and oversee the work sites fall protection program.

Responsibility for engineering, development of fall protection plans, and the construction of horizontal life lines, is that of a Qualified Person.

Responsibility for the proper use and acceptance of the program is with the work force. The potential for an employee fall accident is the number one hazard in the construction industry. In order to reduce this potential, both supervision and the work force must function together as a team for fall protection.

Competent Person

A Competent Person is an individual who, through training, experience and certification, is capable of identifying existing and predictable fall protection hazards in the work place and who has authorization to take prompt corrective measures to correct them.

When designated to monitor the safety of other employees, a Competent Person must be able to recognize fall hazards, warn the employees if they are unaware of a fall hazard or are acting in an unsafe manner, be on the same working surface and in visual sight of the employees, stay close enough for oral communication, and not have any other assignment that would take their attention from the monitoring function.

Qualified Person

A Qualified Person is an individual who possesses a recognized degree, certificate, or has professional standing, or who by extensive knowledge, training and experience has successfully demonstrated his ability to solve or resolve problems relating to fall protection.

PERSONAL FALL ARREST SYSTEMS

The following represents the several different parts which comprise the portable lifeline system designed to arrest the fall of one person. This system must be used by each KDF employee who is working at an elevated level in which the potential exists for a free fall of more than six (6) feet.

Anchorage Point

The critical requirement in all fall protection is the anchorage point. It is the position on an independent structure to which the fall arrest device or lanyard is securely attached. The current OSHA requirement of an anchorage is 5,000 pound minimum static load strength. A fixture point above head height should always be planned where this is feasible.

Horizontal Lifeline

A horizontal lifeline is an anchorage cable designed to be rigged between two fixed anchorage points on the same level which are independent of the work surface. The purpose is to provide a continuous anchorage point for the attachment of lanyards and/or retractable lifelines when no supporting steel or existing structural anchorage points are available. When using a "rat line", as it is more commonly referred to in the industry, care must be taken to ensure the following factors: cable-type lifelines must be at least one-half inch in diameter and be capable of supporting a 5000 pound deadweight load per person at the center of the lifeline; Anchorage points must also be capable of supporting 5,000 pounds per employee attached; A minimum safety factor of 2:1 is required; the cable must have an adequate degree of sag; supports every 20 to 50 feet; and sufficient shock absorption and design strength at least twice the force calculated for the dynamic fall of an anticipated number of workers who may use the line. Extremely careful engineering is required for all horizontal lifelines.

Vertical Lifeline

A vertical lifeline is a line which extends from an independent anchorage point and to which a lanyard is attached using a grabbing device. This line should be at least 5/8-inch diameter nylon or 5/8-inch diameter or 3/8-inch diameter steel cable, and must have a minimum breaking strength of 5,000 pounds.

Body Harness

A Body Harness, similar to a parachute-type harness is the only safety support authorized to be worn by KDF employees with a fall protection system. The body harness should be a nylon or web belt system designed to spread the shock load of an arrested fall over the shoulders, thighs and seat area. The D-ring must be positioned on the upper back straps, where it will also provide a practical means of raising or lowering the wearer in a rescue operation. The use of color-coded harness straps will help workers to put on the harness more easily and properly. KDF corporate policy requires the Body Harness must be used in all applications where a personal fall arrest system is used.

Lanyard

The lanyard is a short, flexible rope, steel cable, or strap webbing, having a minimum strength of 5,000 pounds that is used to connect a worker's safety harness to either an anchorage point or a grabbing device on a lifeline. The lanyard is designed to permit limited freedom of movement on the job and absorb the shock of a freefall up to six (6) feet. As little slack as possible is vital to limit the freefall distance to which the worker is exposed. The deceleration lanyard used by KDF is typically a web-tearing system which activates during the fall arrest to absorb the energy developed.

Only professionally manufactured lanyards with deceleration devices that can significantly reduce fall arrest forces on the body and can reduce the potential for compounding injuries will be used in KDF's fall protection program.

Rope Grab Device

This is a grabbing device which connects the worker's safety harness or lanyard to the Lifeline and is designed to arrest a fall mechanically, bringing the worker to a full stop. There are two types of mechanical cable or rope grabbing devices which may be used by KDF personnel:

Manually Operated Grab – The worker moves this device by hand, up and down the lifeline. Preferably; it should be positioned above the work level. This device actuates during a fall by either squeezing the rope, or it tips in such a way as to lock onto the lifeline by friction.

Mobile Grab – This grab device is designed to travel freely on the lifeline, helping to provide vertical freedom of movement, but locks automatically should a fall occur. Most mobile grabs are activated by the inertial and/or frictional forces generated by a fall.

Self-Retracting Lifeline Devices

Self-retracting lifelines and lanyards which automatically limit free fall distances to two (2) feet or less must be capable of sustaining a minimum tensile load of 3,000 pounds applied to the device with the lifeline or lanyard in the fully extended position.

Self-retracting lifelines and lanyards which do not limit free fall distances to two (2) feet or less, rip-stitch lanyards, and tearing and deforming lanyards must be capable of sustaining a minimum tensile load of 5,000 pounds applied to the device with the lifeline or lanyard in the fully extended position.

These portable, self-contained devices are fixed to an anchorage point above the work area. The lifeline rope, webbing or cable is attached directly to the workers safety harness. The rope pays out of the device as distance increases and retracts as the worker moves closer. At the moment a fall occurs, a centrifugal locking mechanism is activated to arrest the movement, thereby reducing the potential shock load. The retracting lifeline should only be used by KDF personnel where there is a potential for a free fall of two (2) feet or less. A good application can be found on sloping roofs or other areas where the rope is never slack and it does not interfere with the work surface. Applications of this device include working on a slanting roof or from a JLG bucket.

Hardware Connectors

This consists of bolts, shackles, D-rings, snap hooks, and metal links which connect parts of the lifeline system together. OSHA requires 5000 pound minimum ultimate static tensile strength and a minimum tensile load of 3600 pounds proof testing of each snap hook and D-ring without permanent distortion. Hardware must be drop forged or pressed steel, cadmium plated with surfaces smooth and free of sharp edges. KDF corporate policy requires that all snap hooks must be of the self-locking style device that prevents unintentional disengagement of the snap hook.

FALL PROTECTION SYSTEMS

KDF will provide and erect a number of various types of fall protection systems in order to reduce the potential hazards incurred by working at elevated levels. These fall protection systems include the following:

Guardrail Systems

The top edge height of the top rail must be $42" \pm 3"$ from the walking/working level. If the worker is using stilts, the top rail must be increased an amount equal to the height of the stilts. Midrails, when used, should be installed at a height midway between the top edge of the top rail and the walking/working level. If balusters are used in place of mid rails, they must be not more than 19" apart. The ends of all top rails and midrails must not overhang the terminal posts, except where such overhang does not constitute a projection hazard.

Safety Net Systems

Surface Safety nets shall be installed as close as practicable under the walking/working on which employees are working, but not more than 30' below such level, and must extend outward 8' from the structure. Safety nets must be capable of withstanding a drop test of 400 pounds and shall have a border

rope for webbing that has a minimum breaking strength of 5000 pounds. Mesh openings cannot be greater than 6"x 6" and should be on 6" centers.

Personal Fall Arrest Systems

Fall hazards at heights should be engineered out if possible. A personal fall arrest system should only be used as a backup for those hazards still remaining. Personal fall arrest systems and components, subjected to impact loading, must be removed from service immediately. Personal fall arrest systems must limit the arresting force to 1,800 pounds when using a full body harness.

Positioning Device Systems

Positioning devices cannot be used for fall protection; their primary purpose is to provide stationary support. Positioning devices must be rigged such that an employee cannot freefall more than 2'. They can only be secured to an anchorage capable of withstanding an impact load of two times the potential impact of a fall or 3,000 pounds. Only double locking snap hooks should be used and safety belts are O.K. for use with positioning devices.

Warning Line Systems

The Warning Line shall be erected around all open sides of the roof work area and not less than 6 feet from the roof edge. Warning Lines can consist of ropes, wires or chains and their supporting stanchions, and once erected, must be capable of resisting, without tipping over, a horizontal force of 16 pounds. Lines must be flagged at not more than 6' intervals with a high-visibility material.

Controlled Access Zones

When used to control access to areas where leading edge and other operations are taking place, the controlled access zone shall be defined by a control line or any other means that restrict access. Control lines must be erected parallel to the unprotected edge and along its entire length. The lines can consist of ropes, tapes, wires or equivalent materials and must be flagged at 6' intervals with high-visibility material. Lines should be between 39" and 45" high and have a minimum breaking strength of 200 pounds. Controlled access zones can be used when conventional fall protection is not used.

Safety Monitoring Systems

The safety monitor must be a competent person who warns workers of fall hazards and takes action to eliminate the hazard. He must be on the same walking/working surface with the employee and be close enough to see and communicate orally with the employee. The safety monitor cannot have any duties other than to watch the employee being monitored. No other employees, except ones covered by a fall protection plan, can be in the area where a safety monitor is working. Employees working with a safety monitor must be directed to comply promptly with warnings. A safety monitoring system can be used where no other alternate methods have been implemented.

Covers

Covers must be capable of supporting at least twice the weight of employees, equipment, and materials that may be imposed on the cover at any one time. Covers shall be secured when installed so as to prevent displacement, and either color-coded or plainly marked with the word COVER or HOLE to provide warning of the hazard. Covers located in roadways and vehicular aisles shall be capable of supporting, without failure, at least twice the largest maximum load to cross over the cover.

Fall Protection Plan

This option is available only to employees engaged in leading edge work or residential construction work who can demonstrate (and document) that it is infeasible or it creates a greater safety hazard to use conventional fall protection equipment. The plan must be location specific, prepared by a qualified person and implemented under the supervision of a competent person. The plan must identify, by name, each worker who is designated to work in the controlled access zone.

RESCUE PLAN

Whenever a personal fall arrest system is going to be used, you must first make certain that an effective rescue plan will be in place that will ensure the prompt rescue of the worker in the event of a fall. The fallen worker must be rescued safely and quickly. No one should be allowed to hang suspended by a full body harness for more than thirty (30) minutes.

Advance Planning

All good rescue systems require advanced planning. Determine what rescue equipment will be needed to effect a rescue and make certain that equipment is available at the job site. Ascertain the client's rescue capabilities and are they available to respond to your needs. Check with the local fire department and determine if they can assist you in effecting a rescue. Once the plan is developed, conduct training sessions in the use of the plan.

Type of Rescue

Will the fallen worker be in a position, both physically and mentally, to be able to affect his own rescue by lowering himself to the ground level or will a rescue team be needed to assist him. Are there devices with a decent capability quickly available at the job site and have employees been trained in their use. Will the fallen worker need to be lifted up to a landing level where he can be rescued or will he need to be lowered to the ground?

Communicate

You must know who to call and the fastest way to call them. Make certain that whoever you call has been previously advised of your elevated work and the potential need for rescue assistance. Post the emergency telephone numbers at the work site where they will be readily accessible. Make certain that some type of communications link is available to you at the work site. Communicate frequently with the fallen worker and monitor him constantly. Do not allow him to panic. Make certain that he is aware that others know of his situation and are working to affect his rescue. Do not allow him to think he is alone in his problem.

TRAINING AND RETRAINING

The following training provisions supplement and clarify the requirements of §1926.21 regarding the hazards addressed in OSHA Subpart M.

KDF must provide a training program for each employee who might be exposed to fall hazards. The program shall enable each employee to recognize the hazards of falling and shall train each employee in the procedures to be followed in order to minimize these hazards.

KDF shall assure that each employee has been trained, as necessary, by a competent person qualified in the following areas:

- The nature of fall hazards in the work area;
- The correct procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems to be used;
- The use and operation of guardrail systems, personal fall arrest systems, safety net systems, warning line systems, safety monitoring systems, controlled access zones, and other protection to be used;
- The role of each employee in the safety monitoring system when this system is used;
- The limitations on the use of mechanical equipment during the performance of roofing work on low-sloped roofs;
- The correct procedures for the handling and storage of equipment and materials and the erection of overhead protection; and
- The role of employees in fall protection plans;
- The standards contained in OSHA subpart-M.

Each user must be taught the type of fall protection system to be used, who is going to erect, identify and designate the anchor tie-off points to be used, how to regularly inspect the fall protection equipment, and to read and understand the manufacturer's instructions.

Users must be made familiar with the equipment's limitations, how specific pieces of equipment are selected and why substitutions may only be authorized by Competent Persons. Users must understand how the system works and what will happen if a fall should occur.

INSPECTION AND MAINTENANCE

Prior to first-time usage, a Competent Person, together with workers who will be using the equipment, must make a detailed inspection of the fall protection program and its equipment in order to be sure that it meets the requirements of the job and is accepted by the workers. This type of inspection must be repeated at regular intervals as part of a maintenance program.

Each user of fall protection equipment must be taught how to conduct a visual inspection of each part of their equipment, including the webbing harness, buckles, D-rings, lanyards, anchor points, etc., what they should be looking for, and who they should immediately notify in the event they believe they have a problem. Users must be informed that they are required to conduct these visual inspections before each time they use the equipment, and that any indication of tearing, rubbing, weather corrosion, dry rot,

damage, cuts, pinched, etc., will be sufficient cause to have the equipment immediately removed from service and destroyed.

NOTE: Fall protection equipment that is found to be defective, damaged, or in need of repair, regardless of the extent of the problem, must be immediately marked as unusable and removed from service.

Formal Inspection

A Competent Person, other than the user, must perform a formal inspection of all fall protection equipment at intervals of no more than six (6) months. A formal inspection should be performed more frequently if the equipment is exposed to severe working conditions. Only the person performing the formal inspection can punch the date on the grid label attached to the equipment. If the grid label is missing, the equipment must be removed from service until a formal inspection can be performed.

Safety Harness Inspection

Beginning at one end, holding the body side of the harness toward you, grasp the harness with your hands six to eight inches apart. Bend the harness in an inverted "U". The surface tension resulting will make damaged fibers or cuts much easier to see. Do this, a small section at a time, over the entire harness. Inspect for frayed or broken strands. Broken webbing strands generally appear as tufts on the webbing surface. Any broken, cut or burned stitches will be readily seen.

Special attention should be given to the attachment of buckles and D-rings to webbing. Note any unusual wear, frayed or cut fibers, or distortion of the buckles or D-rings. Buckle tongues should be free of distortion and should overlap the buckle frame and move freely back and forth in their socket. The tongue or billet of the harness receives heavy wear from repeated buckling and unbuckling. Inspect for loose, distorted or broken grommets. Rivets should be tight and unmovable with the fingers. Body side rivet base and outside rivet burr should be flat against material.

Lanyard and Hardware Inspection

When inspecting lanyards, begin at one end and work to the opposite end. Slowly rotate the lanyard so that the entire circumference is checked. Spliced ends require particular attention.

Steel Lanyards

While rotating the steel lanyard watch for cuts, frayed areas, or unusual wearing patterns on the wire. Broken strands will separate from the body of the lanyard.

Webbing Lanyards

While bending webbing over a pipe or mandrel, observe each side of the webbed lanyard. This will reveal any cuts or breaks. Swelling, discoloration, cracks, or charring are obvious signs of chemical or heat damage.

Rope Lanyards

Rotation of the rope lanyard while inspecting from end to end will bring to light any fuzzy, worn, broken or cut fibers. Weakened areas from extreme loads will appear as a noticeable change in the original diameter.

Snap Hooks

Snap hook latching mechanisms must be inspected carefully for corrosion, dirt, damage, or abuse. Damaged hooks almost always indicate lack of proper use. Snap hooks that become ineffective because of these problems must be destroyed. Only snap hooks that operate in as-new condition can be used.

Cleaning the Equipment

Wipe off all surface dirt from the harness with a sponge dampened in plain water. Squeeze sponge dry and dip sponge into mild solution of water and commercial soap or detergent. Work up a lather with a vigorous back and forth motion. Wipe the harness dry with a clean cloth and hang freely to dry. Do not place near excessive heat.

Basic care of the harness and lanyards will prolong the life of the unit and will contribute toward the performance of its vital safety function. Proper storage and maintenance after use are as important as cleansing the equipment of dirt, corrosives, or contaminants. Storage areas should be clean, dry and free of exposure to fumes or corrosive elements.

Recordkeeping procedures will help determine the life and history of individual pieces of fall protection equipment.

Impact Loading

Most manufacturers will not guarantee that a harness or lanyard will provide adequate protection during a second fall. Therefore, KDF Corporate policy mandates that equipment which has been subjected to impact loading or an actual fall must be immediately removed from service and not used again.

RESTRICTIONS

Safety harness, lanyards and lifelines are to be used only for employee fall protection and for absolutely no other use. Once used to arrest a free fall, regardless of the distance, the fall protection equipment involved must be immediately removed from service and destroyed to ensure that they can never be reused.

Ladder Safety

Purpose

The purpose of the program is to prescribe rules and establish minimum requirements for the construction, care and use of the common types of ladders. All ladders that are purchased and placed into service; or, any ladders that are engineered, manufactured and installed on any of KDF equipment shall follow the requirements set forth by this program.

Scope

This program is applicable to all employees who may utilize ladders. When work is performed on a non-owned or operated site, the operator's program shall take precedence, however, this document covers KDF employees and contractors and shall be used on owned premises, or when an operator's program doesn't exist or is less stringent.

Definitions

Ladder - an appliance usually consisting of two side rails joined at regular intervals by cross-pieces called steps, rungs, or cleats, on which a person may step in ascending or descending. **Step ladder** - a self-supporting portable ladder, nonadjustable in length, having flat steps and a hinged back. Its size is designated by the overall length of the ladder measured along the front edge of the side rails.

Single ladder - a non-self-supporting portable ladder, nonadjustable in length, consisting of but one section. The overall length of the side rail designates its size.

Extension ladder - a non-self-supporting portable ladder adjustable in length. It consists of two or more sections traveling in guides or brackets so arranged as to permit length adjustment. Its size is designated by the sum of the lengths of the sections measured along the side rails.

Fixed ladder - a ladder permanently attached to a structure, building, or equipment.

Individual-rung ladder - a fixed ladder each rung of which is individually attached to a structure, building, or equipment.

Cage - a guard that may be referred to as a cage or basket guard, which is an enclosure that is fastened to the side rails of the fixed ladder or to the structure to encircle the climbing space of the ladder for the safety of the person who must climb the ladder.

Key Responsibilities

Managers and Supervisors

- Managers and supervisors are responsible for ensuring that all employees, and/or contractors have been trained

- Managers and supervisors are responsible for ensuring that all employees and contractors are aware that if an inspection discovers a defect, the ladder shall not be used and taken out of service.

Employees

- Employees shall inspect ladders prior, during and at the completion of each use to ensure the condition of the ladder and the safety of its occupants.
- Employees are responsible for following this program and reporting any damage or repairs that may be needed to their supervisor.

Procedure

Inspection, Care and Safe Work Practices of Ladders

Inspection

Ladders shall be inspected by a competent person for visible defects on a periodic basis and after any occurrence that could affect their safe use.

- Ladder rungs, cleats and steps shall be parallel, level and uniformly spaced when the ladder is in position for use.
- Any ladder has developed defects, shall be withdrawn from service for repair or destruction and tagged or marked as "Dangerous, Do Not Use."
- If a ladder is tipped over, it shall be inspected by a competent person for side rail dents or bends, or excessively dented rungs; check all rung to side rail connections; check hardware connections; check rivets for shears.
- Ladders with broken or missing steps, rungs, or cleats, broken side rails, or other faulty equipment shall not be used; improvised repairs shall not be made.
- All wood parts shall be free from sharp edges and splinters; sound and free from accepted visual inspection from shake, or other irregularities.

Care

Ladders shall be maintained in good condition at all times, the joint between the steps and side rails shall be tight, all hardware and fittings securely attached, and the movable parts shall operate freely without binding or undue play. Metal bearings of locks, wheels, pulleys, etc., shall be frequently lubricated. Frayed or badly worn rope shall be replaced. Safety feet and other auxiliary equipment shall be kept in good condition to ensure proper performance. Rungs shall be kept free of grease and oil. Ladders shall be stored in a well-ventilated area in a manner to prevent sagging and warping.

Safe Work Practices

Ladders shall be used only for the intended purpose for which they were designed. The ladder shall be secured at the top or held by another person at the base. The footing of the ladder shall be placed on a stable and level surface. Ladders shall extend 3 feet above the top of an upper landing surface and

extension ladders shall be placed at a 4:1 ratio. When ladders are not able to be extended then the ladder shall be secured at its top to a rigid support that will not deflect.

- Ladders shall not be placed on boxes, barrels, or other unstable bases to obtain additional height.
- Ladders shall not be used in a horizontal position as platforms, runways, or scaffolds.
- Ladders shall not be used by more than one man at a time.
- Ladders shall not be placed in front of doors opening toward the ladder unless the door is blocked open, locked, or guarded.

If a ladder is used in a high traffic area, barricades shall be placed to avoid accidental displacement due to collisions. Do not stand on the top two rungs or top of step ladders. On two-section extension ladders the minimum overlap for the two sections in use shall be as follows:

Size of Ladder (feet) Overlap (feet)

Up to and including 36' 3

Over 36 up to and including 48' 4

Over 48 up to and including 60' 5

No ladder shall be used to gain access to an elevated surface unless the top of the ladder extends at least 3 feet above the point of support, and properly tied off. The employee shall maintain a three (3)-point grip on the ladder at all times and carry tools/equipment on a belt or hoist up. Do not carry anything in the hands that could cause injury in case of fall. The employee shall face the ladder while ascending or descending. The bracing on the back legs of step ladders is designed solely for increasing stability and not for climbing. The ladder shall not be moved while occupied. Portable Ladders Step ladders shall not be longer than 20 feet. Single ladders shall not be longer than 30 feet. A two-section extension ladders shall not be longer than 60 feet. All ladders of this type shall consist of two sections, one to fit within the side rails of the other, and arranged in such a manner that the upper section can be raised and lowered. Keep all ladders at least ten (10) feet away from power lines. Ladders shall not be loaded beyond the maximum intended load for which they were built or in excess of the manufacturer's rated capacity. Weight includes the combined weight of the climber and his tools/equipment.

Ladders are rated as the following:

- I (holds 250 lbs)
- I-A (holds 300 lbs)
- II (holds 225 lbs)
- III (holds 200 lbs)

Fixed Metal Ladders shall be constructed to withstand a minimum of 200 pounds. All metal rungs shall have a minimum diameter of 3/4 inches and wooden rungs shall have a minimum diameter of 1 1/8 inches. Rungs shall not be more than 12 inches apart and shall be uniform throughout the length of the ladder. Rungs shall be a minimum length of 16 inches and provide protection so a foot cannot slip off

the end. Rungs shall have a minimum of 7 inches between itself and the structure behind it. A fall restraint system must be provided for all fixed ladders greater than six feet in length.

- A Cage is required when the fixed ladder is at least twenty feet tall.
- Cages on fixed ladders shall not begin at a point less than 7 feet nor greater than 8 feet from the walking surface below the cage.
- Cages shall provide a clear width of 15 inches in each direction of the rung's centerline.
- Cages shall not extend less than 27 inches, but not greater than 28 inches from the centerline of the rung.
- A climbing fall restraint system may be substituted for a ladder cage.

Forklifts and Industrial Trucks

Purpose

The purpose of this program is to establish requirements for the safe operation and use of Powered Industrial Trucks.

Scope

This program applies to all KDF employees who operate a Powered Industrial Truck in the scope of their job duties and assignments. When work is performed on a non-owned or operated site, the operator's program shall take precedence, however, this document covers KDF employees and contractors and shall be used on owned premises, or when an operator's program doesn't exist or is less stringent. NOTE: All employees are required to be trained and certified prior to operating each specific type of forklift equipment. KDF shall certify all authorized employees regarding competency on all types of equipment.

Definitions

Authorized Employee—A person, at least 18 years of age and who has completed the KDF required safety training for the safe operations of forklifts.

Forklift (Powered Industrial Truck)—Any mechanical device used for the movement of supplies, material or finished product that is powered by an electric motor or an internal combustion engine.

Key Responsibilities

Manager/Supervisor

- Shall ensure that each powered forklift operator is competent to operate a forklift safely, as demonstrated by the successful completion of the training and evaluation program.
- Shall ensure that all forklifts are inspected before each shift and all repairs are made before the forklift is operated.

Employees

- Shall be current on applicable training.
- Operate forklift in accordance to the forklift standards and manufacture requirements.
- Inspect forklift at the start of shift, and remove from service if defects are found until they are corrected.

- Operate forklift in a safe manner.

Procedure

General

All approved forklifts shall have a manufacturer's identification plate attached showing all specifications of the forklift and that the forklift is accepted by a nationally recognized testing laboratory.

Modifications and additions, that affect capacity and safe operation, shall not be performed without manufacturer's prior written approval. Capacity, operation, and maintenance instruction plates, tags, or decals shall be changed to reflect the modification or addition. If the forklift is equipped with front-end attachments other than factory installed attachments, the supervisor shall ensure that the forklift is marked to identify the attachments and show the approximate weight of the forklift and attachment combination at maximum elevation with load laterally centered. The operator shall see that all nameplates and markings are in place and are maintained in a legible condition. All forklifts shall be equipped with safety seatbelts. All forklifts shall be equipped with a horn, backup alarm, beacon light, headlights and taillight.

Safety Guards

Forklifts shall be fitted with an overhead rollover cage, as per manufacturer's specifications. If the type of load presents a hazard to the operator, the forklift shall be equipped with a vertical load backrest extension, as per manufacturer's specifications.

Training

Training shall consist of a combination of formal instruction (e.g., lecture, discussion, interactive computer learning, video tape, and written material), practical training (demonstrations performed by the trainer and practical exercises performed by the trainee) and evaluation of the operator's performance in the workplace. All operator training and evaluation shall be conducted by authorized persons who have the knowledge, documented training, and experience to train powered industrial truck operators and evaluate their competence. Each operator is required to be re-evaluated every three years. Training shall include the following topics, except in topics for locations where they are not applicable to safe operation of the truck due to type of equipment or facility conditions.

1. Operating instructions, warnings, and precautions for the types of truck the operator will be authorized to operate.
2. Differences between the truck and the automobile
3. Truck controls and instrumentation: where they are located, what they do, and how they work
4. Engine or motor operation
5. Steering and maneuvering
6. Visibility (including restrictions due to loading)
7. Fork and attachment adaptation, operation, and use limitations
8. Vehicle capacity

9. Vehicle stability

10. Any vehicle inspection and maintenance that the operator will be required to perform
11. Refueling and/or charging and recharging of batteries
12. Operating limitations
13. Any other operating instructions, warnings, or precautions listed in the operator's manual for the types of vehicle that the employee is being trained to operate
14. Surface conditions where the vehicle will be operated
15. Composition of loads to be carried and load stability
16. Load manipulation, stacking, and unstacking
17. Pedestrian traffic in areas where the vehicle will be operated
18. Narrow aisles and other restricted places where the vehicle will be operated
19. Hazardous (classified) locations where the vehicle will be operated
20. Ramps and other sloped surfaces that could affect the vehicle's stability
21. Closed environments and other areas where insufficient ventilation or poor vehicle maintenance could cause a buildup of carbon monoxide or diesel exhaust
22. Other unique or potentially hazardous environmental conditions in the workplace that could affect safe operation
23. The requirements of CFR 1910.178 (Powered Industrial Trucks).

Mandatory refresher training shall be provided when unsafe operations are observed, after an incident, if operating a different vehicle type, changes in conditions or any KDF feels an operator requires refresher training.

Certification

Only trained and certified operators, including supervisors, are allowed to operate the device (this includes refresher training requirements). The trainer shall certify in writing that each operator has been trained and evaluated as required. The certification shall include the name of the operator, the date of the training, the date of the evaluation and the identity of the person(s) performing the training and/or evaluation.

Operations

General

- All operators shall wear a safety seat belt when operating a forklift.
- Forklifts shall not be driven up to anyone standing in front of a bench or another fixed object.

- No person shall be allowed to stand or pass under the elevated portion of any forklift, whether loaded or empty.
- Unauthorized personnel shall not be permitted to operate forklifts.
- No riders or passengers are permitted.
- It is prohibited for arms or legs to be placed between the uprights of the mast or outside the running lines of the forklift.
- When a forklift is left unattended, load engaging means shall be fully lowered, controls shall be neutralized, power shall be shut off, and brakes set.
- Wheels shall be blocked if the forklift is parked on an incline.
- A forklift is unattended when the operator is 25 ft. or more away from the vehicle, which remains in view, or whenever the operator leaves the forklift and it is not in view.
- When the operator of a forklift is dismounted and within 25 ft. of the forklift still in view, the load engaging means shall be fully lowered, controls neutralized, and the brakes set to prevent movement.
- A safe distance shall be maintained from the edge of ramps or platforms while on any elevated dock, or platform or freight car.
- Forklifts shall not be used for opening or closing freight doors.
- Brakes shall be set and wheel blocks shall be in place to prevent movement of trucks, trailers, or railroad cars while loading or unloading.
- Fixed jacks may be necessary to support a semi-trailer during loading or unloading when the trailer is not coupled to a tractor.
- The flooring of trucks, trailers, and railroad cars shall be checked for breaks and weakness before they are driven onto.
- There shall be sufficient headroom under overhead installations, lights, pipes, sprinkler system, etc.
- An overhead guard (cages) shall be used as protection against falling objects.
- An overhead guard is intended to offer protection from the impact of small packages, boxes, bagged material, etc., representative of the job application, but not to withstand the impact of a falling capacity load.
- Fire aisles, access to stairways, and fire equipment shall be kept clear.

Traveling

- The operator shall slow down and sound the horn at cross isles and other locations where vision is obstructed.
- If the load being carried obstructs forward view, the operator shall be required to travel with the load trailing.

- The operator shall be required to look in the direction of, and keep a clear view of the path of travel.
- Grades shall be ascended or descended slowly.
- When ascending or descending grades in excess of 10 percent, loaded forklifts shall be driven with the load up grade.
- On all grades the load and load engaging means shall be tilted back if applicable, and raised only as far as necessary to clear the road surface.
- Under all travel conditions the forklift shall be operated at a speed that will permit it to be brought to a stop in a safe manner.
- Stunt driving and horseplay are prohibited.
- The operator shall slow down for wet and slippery floors.
- Dock board or bridge plates shall be properly secured before they are driven over.
- Dock board or bridge plates shall be driven over carefully and slowly and their rated capacity never exceeded.
- While negotiating turns, speed shall be reduced to a safe level by means of turning the hand steering wheel
- Except when maneuvering at a very low speed, the hand steering wheel shall be turned at a moderate, even rate.

Loading

- Only stable or safely arranged loads shall be handled.
- Caution shall be exercised when handling off-center loads, which cannot be centered.
- Only loads within the rated capacity of the forklift shall be handled.
- Forklifts equipped with attachments shall be operated as partially loaded forklifts when not handling a load.
- A load engaging means shall be placed under the load as far as possible; the mast shall be carefully tilted backward to stabilize the load.
- Extreme care shall be used when tilting the load forward or backward, particularly when high tiering.
- Tilting forward with load engaging means elevated shall be prohibited except to pick up a load.
- An elevated load shall not be tilted forward except when the load is in a deposit position over a rack or stack.
- When stacking or tiering, only enough backward tilt to stabilize the load shall be used.

Operation of the Truck

- If at any time a forklift is found to be in need of repair, defective, or in any way unsafe, the forklift shall be taken out of service until it has been restored to safe operating condition.
- Fuel tanks shall not be filled while the engine is running.
- Spillage of oil or fuel shall be carefully washed away or completely evaporated and the fuel tank cap replaced before restarting engine.
- When fueling with Liquefied Petroleum Gas (LPG), precautions and handling requirements set forth in the "Safe Handling of LPG" program shall be followed.
- No forklift shall be operated with a leak in the fuel system.
- Open flames shall not be used for checking electrolyte level in storage batteries or gasoline level in fuel tanks.
- Operator must verify trailer chocks, supports, and dock plates are secured prior to loading/unloading.

Maintenance and Inspection of Forklifts

- Only authorized personnel shall perform maintenance, and make repairs.
- Those repairs to the fuel and ignition systems of forklifts, which involve fire hazards, shall be conducted only in locations designated for such repairs.
- Forklifts in need of repairs to the electrical system shall have the battery disconnected prior to such repairs.
- Only parts equivalent with those used in the original design shall replace all parts of any forklift requiring replacement parts.
- Forklifts shall not be altered so that the relative positions of the various parts are different from what they were when originally received from the manufacturer, nor shall they be altered either by the addition of extra parts not provided by the manufacturer or by the elimination of any parts.
- Additional counter weighting of fork trucks shall not be done unless approved by the truck manufacturer.
- Forklifts shall be inspected daily by the operator before being placed in service, and shall not be placed in service if the inspection shows any condition adversely affecting the safety of the forklift.
- Inspection shall be made at least daily – prior to each shift. (visual – non documented) Inspection items shall be posted on each forklift. Operators must insure the vehicle is safe prior to operating.
 - Where forklifts are used on a round-the-clock basis, they shall be inspected before each shift.
- Defects when found shall be immediately reported to the supervisor, and corrected before operating the forklift.
- When the temperature of any part of any forklift is found to be in excess of its normal operating temperature, thus creating a hazardous condition, the forklift shall be removed from service and not returned to service until the cause for such overheating has been eliminated.

- Forklifts shall be kept in a clean condition, free of lint, excess oil, and grease.
- Noncombustible agents, where at all possible, shall be used for cleaning trucks.
- Low flash point (below 100 degrees F.) solvents shall not be used.
- High flash point (at or above 100 degrees F.) solvents may be used if precautions regarding toxicity, ventilation, and fire hazard are mitigated with the agent or solvent used.

Hand and Power Tools

Purpose

The purpose of this program is to provide establish requirements for the safe operation of hand and power tools and other portable tools, including proper guarding. All hand and power tools shall be maintained in a safe condition. This program applies to all KDF employees who use hand and power tools.

Scope

This program is applicable to all KDF employees while engaged in work at KDF facilities and/or facilities operated by others.

Responsibilities

Any tool which is not in compliance with any applicable requirement of this plan is prohibited and shall either be identified as unsafe by tagging or locking the controls to render them inoperable or shall be physically removed from its place of operation.

Managers/Supervisors

- Ensure that all employees using portable tools have been trained and fully understand the operations and maintenance procedures of such tools, including their proper use.
- Provide and train employees with all additional PPE that may be needed for the safe operation of portable tools.

Employees

- Shall ensure they have and properly use the correct tool for each task.
- Shall follow manufactures safety and operating instructions before using

Requirements General

All tools, regardless of ownership, shall be of an approved type and maintained in good condition.

- Tools are subject to inspection at any time.
- All employees have the authority and responsibility to condemn unsafe tools, regardless of ownership. Unsafe tools shall be tagged with a "DONOT USE OR OPERATE" tag to prevent their use. Employees shall always use the proper tool for the job to be performed. Make shift and substitute tools shall not be used. Hammers with metal handles, screwdrivers with metal continuing through the handle, and metallic measuring tapes shall not be used on or near energized electrical circuit or equipment. Tools shall not be thrown from place to place or from person to person; tools that must be raised or lowered from one elevation to Tools shall never be placed unsecured on elevated places.

Impact tools such as chisels, punches, and drift pins that become mushroomed or cracked shall be dressed, repaired, or replaced before further use.

Chisels, drills, punches, ground rods, and pipes shall be held with suitable holders or tongs (not with the hands) while being struck by another employee.

Shims shall not be used to make a wrench fit.

Wrenches with sprung or damaged jaws shall not be used.

Tools shall be used only for the purposes for which they have been approved.

Tools with sharp edges shall be stored and handled so that they will not cause injury or damage. They shall not be carried in pockets unless suitable protectors are in use to protect the edge. They shall not be carried in pockets unless suitable protectors are in use to protect the edge.

Wooden handles that are loose, cracked, or splintered shall be replaced. The handle shall not be taped or lashed with wire. The handle shall not be taped or lashed with wire.

Tools shall not be left lying around where they may cause a person to trip or stumble.

When working on or above open grating, a canvas or other suitable covering shall be used to cover the grating to prevent tools or parts from dropping to a lower level where others are present or the danger area shall be barricaded or guarded.

The insulation on hand tools shall not be depended upon to protect users from high voltage shock (except approved live line tools).

Portable Electric Tools

The non-current carrying metal parts of portable electric tools such as drills, saws, and grinders shall be effectively grounded when connected to a power source unless:

- The tool is an approved double-insulated type, or
- The tool is connected to the power supply by means of an isolating transformer or other isolated power supply.

All powered tools shall be examined prior to use to ensure general serviceability and the presence of all applicable safety devices.

Powered tools shall be used only within their design and shall be operated in accordance with manufacturer's instructions. The use of electric cords for hoisting or lowering tools shall not be permitted.

All tools shall be kept in good repair and shall be disconnected from the power source while repairs or adjustments are being made. Electrical tools shall not be used where there is hazard of flammable vapors, gases, or dusts without a valid Hotwork Permit.

Ground fault circuit interrupters or use of an Assured Grounding Program shall be used with portable electric tools.

This does not apply to equipment run off of portable or truck mounted generators at 5kw or less that are isolated from ground or to equipment ran directly off of secondary's.

Pneumatic Tools

Pneumatic tools shall never be pointed at another person. Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected.

Safety clips or retainers shall be securely installed and maintained on pneumatic impact (percussion) tools to prevent attachments from being accidentally expelled.

Compressed air shall not be used for cleaning purposes, except where reduced to less than 30 psi and then only with effective chip guarding and personal protective equipment. Compressed air shall not be used to blow dust or dirt from clothing.

The manufacturers stated safe operating pressure for hoses, pipes, valves, filters, and other fitting shall not be exceeded. The use of hoses for hoisting or lowering tools shall not be permitted. Before making adjustments or changing air tools, unless equipped with quick-change connectors, the air shall be shut off at the air supply valve ahead of the hose. The hose shall be bled at the tool before breaking the connection.

Compressed air tools, while under pressure, must not be left unattended. All connections to air tools shall be made secure before turning on air pressure. Air at the tool shall not be turned on until the tool is properly controlled.

All couplings and clamps on pressurized air hose shall be bridged (pinned) with suitable fasteners. Hose and hose connections used for conducting compressed air to utilization equipment shall be designed for the pressure and service to which they are subjected. Use only approved end-fitting clamps (screw type heater hose clamps are not acceptable). While blowing down hose, do not point it toward people.

Power tools are to be operated only by competent persons who have been trained in their proper use.

Conductive hose should not be used near energized equipment. Foot protection shall be worn while operating paving breakers, tampers, rotary drills, clay spades, and similar impact or type tools or at other times when instructed by supervision.

All pneumatically driven nailers, staplers, and other similar equipment provided with automatic fastener feed, which operate at more than 100 psi. pressure at the tool shall have a safety device on the muzzle to prevent the tool from ejecting fasteners, unless the muzzle is in contact with the work surface.

Airless spray guns of the type which atomize paints and fluids at high pressures (1,000 pounds or more per square inch) shall be equipped with automatic or visible manual safety devices which will prevent pulling of the trigger to prevent release of the paint or fluid until the safety device is manually released.

In lieu of the above, a diffuser nut (which will prevent high pressure), high velocity release (while the nozzle tip is removed), plus a nozzle tip guard (which will prevent the tip from coming into contact with the operator), or other equivalent protection, shall be provided.

Powder Actuated Tools (Tools actuated by an explosive charge)

Only those employees who have been certified in their use shall operate these tools. Explosive charges shall be carried and transported in approved containers. Operators and assistants using these tools shall be protected by means of eye, face, and hearing protection. Tools shall be maintained in good condition and serviced regularly by qualified persons. The material upon which these tools are to be used shall be examined before work is started to determine its suitability and to eliminate the possibility of hazard to the operator and others.

Prior to use, the operator shall ensure that the protective shield is properly attached to the tool. Before using a tool, the operator shall inspect it to determine to his satisfaction that it is clean, that all moving parts operate freely, all guards and safety devices are in place, and that the barrel is free from obstructions. Before using a tool the operator shall read and become familiar with the manufacturer's operating guidelines and procedures.

When a tool develops a defect during use, the operator shall immediately cease to use it, until it is properly repaired in accordance with the manufacturer's specifications. Tools shall not be loaded until just prior to the intended firing time, nor shall an unattended tool be left loaded. Empty tools are to be pointed at any workmen.

In case of a misfire, the operator shall hold the tool in the operating position for at least 30 seconds. He shall then try to operate the tool a second time. He shall wait another 30 seconds, holding the tool in the operating position; then he shall proceed to remove the explosive load in strict accordance with the manufacturer's instructions.

A tool shall never be left unattended in a place where it would be available to unauthorized persons.

Fasteners shall not be driven into very hard or brittle materials including, but not limited to, cast iron, glazed tile, surface hardened steel, glass block, live rock, face brick, or hollow tile.

Driving into materials easily penetrated shall be avoided unless such materials are backed by a substance that will prevent the pin or fastener from passing completely through and creating a flying missile hazard on the other side. Tools shall not be used in an explosive or flammable atmosphere.

Hydraulic Power Tools

The fluid used in hydraulic powered tools shall be fire-resistant fluids approved under Schedule 30 of the U.S. Bureau of Mines, Department of the Interior, and shall retain its operating characteristics at the most extreme temperatures to which it will be exposed. The manufacturer's safe operating pressures for hoses, valves, pipes, filters, and other fittings shall not be exceeded. All hydraulic tools, which are used on or around energized lines or equipment, shall use non-conducting hoses having adequate strength for the normal operating pressures.

Hydraulic Jacks

Loading and Marking

- The operator shall make sure that the jack used has a rating sufficient to lift and sustain the load.

- The rated load shall be legibly and permanently marked in a prominent location on the jack by casting, stamping, or other suitable means.

Operation and Maintenance

- In the absence of a firm foundation, the base of the jack shall be blocked. If there is a possibility of slippage of the cap, a block shall be placed in between the cap and the load.
 - The operator shall watch the stop indicator, which shall be kept clean, in order to determine the limit of travel. The indicated limit shall not be overrun.
 - After the load has been raised, it shall be cribbed, blocked, or otherwise secured at once.
 - Hydraulic jacks exposed to freezing temperatures shall be supplied with adequate antifreeze liquid.
 - All jacks shall be properly lubricated at regular intervals.
- Each jack shall be thoroughly inspected before each use. Jacks, which are in unsafe condition, shall be tagged accordingly, and shall not be used until repairs are made.

Abrasive Blast Cleaning Nozzles

The blast cleaning nozzle shall be equipped with an operating valve, which must be held open manually. A support shall be provided on which the nozzle may be mounted when it is not in use.

Fuel Powered Tools

All fuel-powered tools shall be stopped while being refueled, serviced, or maintained, and fuel shall be transported, handled, and stored in accordance with the Flammable and Combustible Liquids Program. When fuel powered tools are used in enclosed spaces, the applicable requirements for concentrations of toxic gases and use of personal protective equipment, shall be adhered to.

Guarding Portable Tools

Guards shall be in place and operable at all times while the tool is in use. The guard may not be manipulated in such a way that will compromise its integrity or compromise the protection in which intended. Guarding shall meet the requirements set forth in ANSI B15.1.

Portable Circular Saws

- All portable, power-driven circular saws having a blade diameter greater than 2 in. shall be equipped with guards above and below the base plate or shoe.
- The upper guard shall cover the saw to the depth of the teeth, except for the minimum arc required to permit the base to be tilted for bevel cuts.
- The lower guard shall cover the saw to the depth of the teeth, except for the minimum arc required to allow proper retraction and contact with the work.
- When the tool is withdrawn from the work, the lower guard shall automatically and instantly return to covering position.
- All cracked saw blades shall be removed from service.

Switches and Controls

- All hand held powered tools, circular saws, drills, tappers, fastener drivers, horizontal or vertical angle grinders, etc., shall be with a constant pressure switch or control, and may have a lock-on control provided that turnoff can be accomplished by a single motion of the same finger or fingersthatturn it on.
- All hand-held powered circular saws having a blade diameter greater than 2 inches, electric, hydraulic or pneumatic chain saws, and percussion tools without positive accessory holding means shall be equipped with a constant pressure switch or control that will shut off the power when the pressure is released. All hand-held gasoline powered chain saws shall be equipped with a constant pressure throttle control that will shut off the power to the saw chain when the pressure is released.
- The operating control on hand-held power toolsshall be so located as to minimize the possibility of its accidental operation, if such accidental operation would constitute a hazard to employees.
- Grounding of portable electric powered tools shall meet the electrical requirements that can be found in the Electrical Safety Program. All electric power tools shall be equipped with a three-prong plug.

Portable Abrasive Wheels

Safety Guards Exceptions

- Wheels used for internal work while within the work being ground.
- Mounted wheels used in portable operations 2 inches and smaller in diameter.
- Types 16, 17, 18, 18R, and 19 cones, plugs, and threaded hole pot balls where the work offers protection.
- Guards shall be made of steel or other material with adequate strength.
- A safety guard shall cover the spindle end, nut and flange projections. The safety guard shall be mounted so as to maintain proper alignment with the wheel, and the strength of the fastenings shall exceed the strength of the guard.
- Exception: safety guards on all operations where the work provides a suitable measure of protection to the operator may be so constructed that the spindle end, nut and outer flange are exposed. Where the nature of the work is such as to entirely cover the side of the wheel, the side covers of the guard may be omitted.
- Exception: the spindle end, nut, and outer flange may be exposed on portable machines designed for, and used with, type 6, 11, 27, and 28 abrasive wheels, cutting off wheels, and tuck pointing wheels.

Mounting and Inspection of Abrasive Wheels

- Immediately before mounting, all wheels shall be closely inspected and a ring test performed, to make sure they have not been damaged in transit, storage, or otherwise.

- Ring test—“tap” wheels about 45 degrees each side of the vertical centerline and about 1 or 2 inches from the periphery; then rotate the wheel 45 degrees and repeat the test; a sound and undamaged wheel will give a clear metallic tone - If cracked, there will be a dead sound and not a clear “ring.”
- The spindle speed of the machine shall be checked before mounting of the wheel to be certain that it does not exceed the maximum operating speed marked on the wheel.
- Grinding wheels shall fit freely on the spindle and remain free under all grinding conditions.
- A controlled clearance between the wheel hole and the machine spindle (or wheel sleeves or adaptors) is essential to avoid excessive pressure from mounting and spindle expansion.
- The machine spindle shall be made to nominal (standard) size plus zero minus .002 inch, and the wheel hole shall be made suitably oversize to assure safety clearance under the conditions of operating heat and pressure.
- All contact surfaces of wheels, blotters, and flanges shall be flat and free of foreign matter.
- When a bushing is used in the wheel hole it shall not exceed the width of the wheel and shall not contact the flanges.

Portable Grinders

Special “revolving cup guards” which mount behind the wheel and turn with it shall be used. They shall be made of steel or other material with adequate strength and shall enclose the wheel sides upward from the back for one-third of the wheel thickness. It is necessary to maintain clearance between the wheel side and the guard. The clearance shall not exceed one-sixteenth inch.

Vertical portable grinders, also known as right angle grinders, shall have a maximum exposure angle of 180 degrees and the guard shall be located between the operator and the wheel during use. Adjustment of the guard shall ensure that pieces of an accidentally broken wheel will be deflected away from the operator.

Other Portable Grinders

The maximum angular exposure of the grinding wheel periphery and sides for safety guards used on other portable grinding machines shall not exceed 180 degrees and the top half of the wheel shall be enclosed at all times.

Personal Protective Equipment

Employees using hand and power tools and exposed to the hazard of falling, flying, abrasive, and splashing objects, or exposed to harmful dust, fumes, mists, vapors or gases shall be provided with the particular PPE necessary to protect them from the hazard.

Powered Aerial Work Platforms

PURPOSE

To provide guidelines for the protection of personnel engaged in operating and using aerial lifts, vehicle-mounted work platforms, or powered platforms.

SCOPE

This section applies to all KDF operating units.

POLICY

It is the policy of this organization that no individual will operate or attempt to operate any type of aerial lifts, vehicle-mounted work platforms, or powered platforms without first receiving adequate training and then passing both manipulative and observation testing by a competent person.

REFERENCES

This Section references the following OSHA Standards:

29 CFR 1926.453

29 CFR 1926.952

29FR1926.955

PROCEDURES

All employees who work with aerial lifts, vehicle-mounted work platforms or powered platforms are responsible for following the safe procedures established within this Section as well as those procedures established by the manufacturer of the equipment being used.

Inspection

Inspection of aerial lifts, vehicle-mounted elevating and rotating work platforms, and powered platforms will not only be made in accordance with the manufacturer's recommendations, but will also be made to comply with all KDF, local, state and federal inspection regulation requirements.

Operating Instructions

No employee will be permitted to use or operate lifts or platforms unless he or she has been instructed, trained, and certified by a competent person in the use and operation of such equipment.

Operating instructions must include, as a minimum, all of the following:

- powered aerial work platforms being utilized near electrical distribution or transmission lines must comply with the Standards set forth in OSHA's 29 CFR 1926.556;

- Equipment must not be moved while the boom is elevated in a working position with workers in the basket or on the platform unless the equipment was specifically designed to permit these functions;
- all of the manufacturer's specifications and limitations must be rigorously observed;
- a safety harness must be worn by each employee working from a basket or on a work platform, with a shock-absorbing lanyard being attached directly to the basket or the platform.
- Under no circumstances will the lanyard be attached to a pole, the structure, or any other item of equipment;
- Any employee who tampers with the controls or attempts to bypass safety devices, such as the dead man switch, etc., is subject to immediate termination of employment;
- the use of mobile and/or self-propelled lifts and platforms in outside work activities where exposure to severe wind conditions exists should be avoided;
- extended boom aerial work platforms must not be exposed to "wind loading" while elevated and fully extended;
- work activities from aerial lifts or work platforms in outside areas are prohibited during electrical storms; and
- whenever outriggers are a part of the equipment, they must be fully extended and used before workers will be allowed into the basket or onto the work platform.

OPERATOR TRAINING

The operator's knowledge of safety and operating procedures, as well as the limitations of this equipment, must be verified by (a) means of observation of his or her performance during the first week of operation.

A competent person must be designated by the project superintendent, at each project requiring the use of aerial lifts, vehicle-mounted work platforms or powered platforms to verify operator ability.

Training must be provided for each operator in compliance with the operating instructions and operator training procedures outlined in this Section.

EMPLOYEE ACKNOWLEDGMENT OF INSTRUCTIONS AND TRAINING

AERIAL LIFTS (JLG, Extendable Boom Type, etc.)

This acknowledges my receipt of safety and occupational health instruction in the areas listed below.

Aerial lifts are to be used by authorized and trained personnel only.

1. Lifts are to be inspected prior to each use according to the manufacturer's instructions.
2. Controls are to be tested at the beginning of each shift.
3. All personnel in the basket will wear a safety harness with a secured lanyard; this is optional in scissor lifts.
4. Personnel are not to climb, sit or stand on guardrails.
5. Personnel shall maintain a firm footing on the platform floor while working thereon. Use of ladders, planks or any other devices on the platform for achieving additional height or reach shall be prohibited.
6. The operator shall immediately report to a supervisor any problems or malfunctions that become evident during operation. Any problems or malfunctions that affect the safety of operation shall be repaired prior to continued use.
7. The operator shall ensure that the area surrounding the aerial platform is clear of personnel and equipment before lowering the platform.
8. Care shall be taken to prevent rope, electric cords, and hoses, etc. from being entangled in the aerial platform.
9. The operator shall ensure the area surrounding the aerial platform is clear of personnel and equipment before lowering the platform.
10. Rated capacities shall not be exceeded when loads are transferred to the platform at any height.
11. Fueling shall only be done in designated areas. The engines shall be shutdown while re-fueling.
12. Stunt driving and horse play shall not be permitted.
13. The aerial lift travel speed shall be limited to the conditions of the ground surface, congestion, visibility slope, location of personnel, and other factors causing hazards of collision or injury to personnel.
14. Before and during driving while platform is elevated, the operator shall:
 - i. Maintain a clear view of the path of travel;
 - ii. Maintain a safe distance from obstacles, debris, drop-offs, holes, depressions, ramps, and other hazards to ensure safe travel; and
 - iii. Maintain a safe distance from overhead obstacles.
15. The aerial platform shall not be driven on grades, side-slopes, or ramps exceeding those for which the manufacturer rates the aerial platform.
16. The operator shall implement means provided to protect against unauthorized use.
17. Only the manufacturer shall make modifications or alteration of an aerial platform.
18. A MINIMUM SAFE APPROACH DISTANCE (M.S.A.D.) of 10 feet from any energized electrical wires, unless known otherwise for voltage ranges of 0-300V.
19. Work platforms must be lowered to ground level before moving/driving.

I understand that I am to read the written material provided, and that I am to comply with the requirements of both this material and the instructions provided.

Date Name (print)

Signature

Rigging Procedures

Purpose

The purpose of this training program is to ensure a safe and incident free lifting operation in the onshore and offshore environment.

Scope

These procedures apply to all KDF employees and contractors and shall be used on owned premises, or when an operator's program doesn't exist or is less stringent.

Definitions

Rigging - the art or process of safely attaching a load to a hook by means of adequately rated and properly applied slings and related hardware.

Qualified Rigger - any person who attaches or detaches lifting equipment that has successfully completed training meeting the requirements set forth by American Petroleum Institute's Recommended Practice 2D 5th Edition (API RP-2D 5th Edition).

Key Responsibilities

Management shall determine if this program is required for regulatory compliance within his/her region. If this program is deemed necessary, then management shall determine which employees within his/her region is required to receive this training. Management shall select a training facility or use an in-house qualified trainer to supply the training. Supervisors shall assist the managers in the tasks described above. The supervisor shall verify that each of their employees have the proper training before those employees report to duty onshore or on an OCS facility. Employees shall assist their supervisors in tracking required training and follow safe rigging practices. The employee shall monitor all expiration dates pertaining to his/her required training and notify his/her supervisor in advance of any nearing expiration dates. Workers must be provided with the personal protective equipment necessary to perform activities of lifting and carrying loads, in order to avoid injuries or musculoskeletal disorders. Only qualified rigger trained personnel can attach or detach lifting equipment to loads or offshore cranes.

General

Only “qualified riggers” are allowed to attach any loads to a lifting hook and only “qualified operators” are allowed to operate a crane while engaged in lifting operations.

Work areas will be kept free of obstacles and the floors clean. Pallets will not obstruct light and ventilation in areas where they are needed. The program for monitoring the health of workers should consider at least the following:

- A. The implementation of medical examinations for admission to integrate the work related medical records;
- B. The practice of medical examinations in accordance with the specific activity of workers, subject to annual clinical follow-up or the evidence of signs or symptoms that denote alteration of the health of workers.
- C. The application of preventive and corrective actions for monitoring the health of workers shall be carried out on the basis of the detected risk factors and the results of medical examinations.

Material Handling

- Rigging equipment shall be inspected to ensure it is safe. Rigging equipment for material handling shall be inspected prior to use and on each shift and as necessary during its use to ensure that equipment is safe.
- Defective rigging equipment shall not be used and removed from service.
- Rigging equipment shall not be loaded beyond its recommended safe working load and load identification shall be attached to the rigging.
- Rigging equipment not in use shall be removed from the immediate work area so as not to present a hazard to employees.
- Tag lines shall be used unless their use creates an unsafe condition.
- Hooks on overhaul ball assemblies, lower load blocks, or other attachment assemblies shall be a type that can be closed and locked, eliminating the hook throat opening. Alternatively, an alloy anchor type shackle with a bolt, nut and retaining pin may be used.

- All employees shall be kept clear of loads about to be lifted and of suspended loads. No employee shall be allowed under a suspended load.

Training and Education

Riggers will be trained in the following topics:

- The selection of proper hardware (eye bolts, shackles, hooks, wire rope products, synthetic slings, chain slings, etc.) for the correct application (weight, hitches, angles, temperatures, center of gravity, etc.).
- The proper methods of securing the load, attaching the load to the hook, lifting the load, handling of the load during the movement of the load, and lowering and placement of load.
- The proper storage of the rigging equipment.

Notes:

Excavation and Trenching

PURPOSE

To control the hazards posed by open excavation and/or trenching through strict compliance with this procedure and the provisions of the excavation permit.

SCOPE

This section applies to all KDF operating units.

POLICY

This procedure outlines requirements for all open excavations made in the earth's surface. Excavations are defined to include trenches. This policy is intended to protect personnel from the hazards of collapse.

REGULATORY REQUIREMENTS

This procedure will follow the guidelines of 29 CFR 1926, Subpart P -Excavations. In the case of United States Army Corp of Engineers projects, the requirements of EM 385-1-1, Section 23 will be observed. In the event of a conflict between these referenced standards, the more stringent will prevail.

GENERAL REQUIREMENTS

Safety operations while working in and around excavations involve many factors. Factors to be evaluated and discussed before starting work at daily safety meetings include:

Surface Encumbrances

All surface encumbrances that are located so as to create a hazard to employees shall be removed or supported, as necessary to safeguard employees.

Underground Installations/Utility Locations

The estimated location of utility installations, such as sewer, telephone, fuel, electric, water lines, or any other underground installations that may reasonably be expected to be encountered during excavation work, shall be determined prior to opening an excavation.

Utility companies or the state utility protection service shall be contacted at least two (2) working days prior to excavation activities to be advised of the proposed work, and asked to establish the location of the utility underground installations prior to the start of actual excavation.

KDF personnel and sub-contractors should be careful to protect and preserve the markings of approximate locations of facilities until the markings are no longer required for safe and proper excavations.

If the markings of utility locations are destroyed or removed before excavation commences or is completed, the KDF competent person must notify the utility company or utility protection service to inform them that the markings have been destroyed. Normally, it will take two (2) working days of the notice for the utility protection service to remark the locations.

KDF equipment operators and/or subcontractors shall maintain a reasonable clearance between any underground utility and the cutting edge or point of powered equipment.

When excavating with powered equipment within 18 inches of the markings of underground facilities, personnel should conduct the excavation in a careful and prudent manner, excavating by hand to determine the precise location of the facility/utility and to prevent damage.

While the excavation is open, underground installations shall be protected, supported or removed as necessary to safeguard employees.

Access and Egress

Structural Ramps

A competent person shall design structural ramps that are used solely by employees as a means of access or egress from excavations. Structural ramps used for access or egress of equipment shall be designed by a competent person qualified in structural design, and shall be constructed in accordance with the design.

Ramps and runways constructed of two or more structural members shall have the structural members connected together to prevent displacement.

Structural members used for ramps and runways shall be of uniform thickness.

Cleats or other appropriate means used to connect runway structural members shall be attached to the bottom of the runway or shall be attached in a manner to prevent tripping.

Structural ramps used in lieu of steps shall be provided with cleats or other surface treatments on the top surface to prevent slipping.

Means of Egress from Trench Excavations

A stairway, ladder, ramp or other safe means of egress shall be located in trench excavations that are 4 feet or more in depth so as to require no more than 25 feet of lateral travel for employees.

Exposure to Vehicular Traffic

Employees exposed to public vehicular traffic shall be provided with and shall wear, warning vests or other suitable garments marked with or made of reflectorized or high visibility material.

Exposure to Falling Loads

No employee shall be permitted underneath loads handled by lifting or digging equipment. Employees shall be required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials. Operators may remain in the cabs of vehicles being loaded or unloaded when the vehicles are equipped, in accordance with 29 CFR 1926.601(b)(6), to provide adequate protection for the operator from falling objects during loading and unloading operations.

Emergency Rescue Equipment

Emergency rescue equipment, such as self-contained breathing apparatus (SCBA), a safety harness and line, or a basket stretcher, shall be readily available where hazardous atmospheric conditions exist or may reasonably be expected to develop during work in an excavation. This equipment shall be attended when in use.

Employees entering bell-bottom pier holes or other similar deep and confined excavations shall wear a harness with a lifeline securely attached to it. The lifeline shall be separate from any line used to handle materials, and shall be individually attended at all times while the employee wearing the lifeline is in the excavation.

Protection from Hazards Associated With Water Accumulation

Employees shall not work in excavations in which there is accumulated water, or in excavations in which water is accumulating, unless adequate precautions have been taken to protect employees against the hazards posed by water accumulation. The precautions necessary to protect employees adequately vary with each situation, but could include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of a safety harness and lifeline.

If water is controlled or prevented from accumulating by the use of water removal equipment, a competent person to ensure proper operation shall monitor the water removal equipment and operations.

If excavation work interrupts the natural drainage of surface water (such as streams); diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering the excavation and to provide adequate drainage of the area adjacent to the excavation. Excavations subject to run-off from heavy rains will require an inspection by a competent person.

Stability of Adjacent Structures

Where the stability of adjoining buildings, walls, or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided to ensure the stability of such structures for the protection of employees.

Excavation below the level of the base or footing of any foundation or retaining wall that could be reasonably expected to pose a hazard to employees shall not be permitted except when:

A support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure; or

The excavation is in stable rock; or

A registered professional engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity; or

A registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees.

Sidewalks, pavements, and other structures shall not be undermined unless a support system or another method of protection is provided to protect employees from the possible collapse of such structures.

Protection of Employees from Loose Rock or Soil

Adequate protection shall be provided to protect employees from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. Such protection shall consist of scaling to remove loose material; installation of protective barricades at intervals as necessary on the excavation face to stop and contain falling material; or other means that provide equivalent protection.

Employees shall be protected from excavated or other materials or equipment that could pose a hazard by falling or rolling into excavations. Protection shall be provided by placing and keeping such materials or equipment at least 2 feet from the edge of excavations, or by the use of retaining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations, or by a combination of both if necessary.

Inspections

Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions. The competent person shall conduct an inspection prior to the start of work and as needed throughout the shift. Inspections shall also be made after every rainstorm or other hazard increasing occurrence. These inspections are required when employee exposure can be reasonably anticipated. The competent person must complete an Excavation/Trenching Permit to document the inspections.

Where the competent person finds evidence of a situation that could result in a possible cave-in, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions, exposed employees shall be removed from the hazardous area until the necessary precautions have been taken to ensure their safety.

Fall Protection

Where employees or equipment are required or permitted to cross over excavations; walkways, or bridges with standard guardrails shall be provided.

Adequate barrier for physical protection shall be provided at all remotely located excavations. All wells, pits, shafts, etc. shall be barricaded or covered. Upon completion of exploration and similar operations, temporary wells, pits, shafts, etc., shall be covered or back filled.

SOIL CLASSIFICATION

OSHA Soil Classification (Appendix A to Subpart P)

Type A Soils

Cohesive soils with an unconfined compressive strength of 1.5 ton per square foot (tsf) (144 kPa) or greater. Examples of cohesive soils are: clay, silty clay, sandy clay, clay loam and, in some cases, silty clay loam and sandy clay loam. Cemented soils such as caliche and hardpan are also considered Type A. However, no soil is Type A if: The soil is fissured; or the soil is subject to vibration from heavy traffic, pile driving, or similar effects; or the soil has been previously disturbed; or the soil is part of a sloped, layered system where the layers dip into the excavation on a slope of four horizontal to one vertical (4H: 1V) or greater; or the material is subjected to other factors that would require it to be classified as a less stable material.

Type B Soils

The following soil classifications make up the soil condition normally referred to as Type B soil: Cohesive soil with an unconfined compressive strength greater than 0.5 tsf (48 kPa) but less than 1.5 tsf (144 kPa); or granular cohesionless soils including: angular gravel (similar to crushed rock), silt, silt loam, sandy loam and, in some cases, silty clay loam and sandy clay loam. Previously disturbed soils except those, which would otherwise be classed by Type C soil. Soil that meets the unconfined compressive strength or cementation requirements for Type A, but is fissured or subjected to vibration; or dry rock that is not stable; or material that is part of a sloped, layered system where the layers dip into the excavation on a slope less steep than four horizontal to one vertical (4H: 1V), but only if the material would otherwise be classified as Type B.

Type C Soils

Soils that make up the classification of Type C soil include the following: Cohesive soil with an unconfined compressive strength of 0.5 tsf (48 kPa) or less; or granular soils including gravel, sand, and loamy sand; or submerged soil or soil from which water is freely seeping; or submerged rock that is not stable; or material in a sloped, layered system where the layers dip into the excavation on a slope of four horizontal to one vertical (4H: 1V) or steeper.

TIMBER SHORING, ALUMINUM HYDRAULIC AND ALTERNATIVES TO SHORING

Refer to 29 CFR 1926 Subpart P (Appendices C, D, and E) for details on shoring, shields, and trench boxes.

SELECTION OF PROTECTIVE SYSTEMS

Refer to 29 CFR 1926 Subpart P (Appendix F) for the decision logic in selecting protective systems.

PERMITS

An Excavation/Trenching Permit must be completed by the competent person each day that an excavation is open and personnel may be required to enter the excavation. The excavation permit follows this procedure.

EXCAVATION/TRENCHING INSPECTION FORM

PROJECT NAME: _____
PROJECT LOCATION: _____
EXCAVATION COMPETENT PERSON: _____
INSPECTORS NAME: _____
DATE: _____

YES NO N/A Key Item

EMPLOYEE TRAINING AND PRE-EXCAVATION BRIEFING

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| ☐ | ☐ | ☐ | Has a safe excavation and rescue training been conducted? |
| ☐ | ☐ | ☐ | Are mandatory pre-excitation briefings conducted? |
| ☐ | ☐ | ☐ | Does this job require special training? |

ELECTRICAL SAFETY

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| ☐ | ☐ | ☐ | Is electrical equipment and wiring properly guarded? |
| ☐ | ☐ | ☐ | Are electrical lines, extension cords, and cables guarded and maintained in good condition? |
| ☐ | ☐ | ☐ | Are extension cords kept out of wet areas? |
| ☐ | ☐ | ☐ | Is damaged electrical equipment tagged and taken out of service? |
| ☐ | ☐ | ☐ | Has a positive lock-out system been established by the project electrician? |
| ☐ | ☐ | ☐ | Are GFCI's being used as needed? |
| ☐ | ☐ | ☐ | Are extension cords being inspected daily for ground continuity and structural integrity? |
| ☐ | ☐ | ☐ | Is extension cord inspection documented? |

SURFACE ENCUMBRANCES

- ☐☐☐ Have all surface encumbrances that are located so as to create a hazard to employees been removed or supported, as necessary, to safeguard employees?

UNDERGROUND INSTALLATIONS

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| ☐ | ☐ | ☐ | Have the estimated locations of all underground installation been determined prior to excavation? |
| ☐ | ☐ | ☐ | Have utility companies been contacted and advised of proposed work? |
| ☐ | ☐ | ☐ | Are underground installations protected, supported or removed while excavations are open? |

ACCESS AND EGRESS

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| ☐ | ☐ | ☐ | Are structural ramps that are used solely by personnel as a means of access or egress from excavations designed by a competent person? |
| ☐ | ☐ | ☐ | Are structural ramps that are used for access and egress of equipment designed by a competent person qualified in structural design and constructed in accordance with the design? |
| ☐ | ☐ | ☐ | Are ramps and runways constructed so structural members are connected to prevent displacement? |
| ☐ | ☐ | ☐ | Are structural members used for ramps and runways of uniform thickness? |

- ☐ ☐ ☐ Are cleats used in connecting runway structural members attached in a manner to prevent tripping?
- ☐ ☐ ☐ Are structural ramps used in lieu of steps provided with cleats or other surface treatment to prevent slipping?

YES NO N/A

MEANS OF EGRESS FOR TRENCHES DEEPER THAN 4 FEET

- ☐ ☐ ☐ Are stairways, ladders, or ramps provided every 25 feet?

EXPOSURE TO VEHICULAR TRAFFIC

- ☐ ☐ ☐ Are personnel exposed to public vehicular traffic wearing reflectorized or high visibility vests?

EXPOSURE TO FALLING LOADS

- ☐ ☐ ☐ Are employees prohibited from standing underneath load handled by lifting or digging equipment?
- ☐ ☐ ☐ Are employees prohibited from standing next to vehicles being loaded or unloaded?

WARNING SYSTEMS FOR MOBILE EQUIPMENT

- ☐ ☐ ☐ Are warning systems such as barricades, hand or mechanical signals, or stop logs utilized when mobile equipment is operated adjacent to or at the edge of an excavation?

TESTING FOR HAZARDOUS ATMOSPHERES

- ☐ ☐ ☐ Are the atmospheric hazards that can be reasonably expected to exist in excavations greater than 4 feet deep tested and controlled?

READING:	TIME:	INITIAL:
Test for Oxygen Content:	_____ % O ₂ (19.5% Minimum)	_____
Test for Flammable Concentrations:	_____ % LEL (10% Maximum)	_____
Test for Toxic Concentration:	_____ PPM of _____	_____

- ☐ ☐ ☐ Is testing conducted as often as necessary to ensure safety of personnel?

EMERGENCY RESCUE EQUIPMENT

- ☐ ☐ ☐ Is emergency rescue equipment such as SCBA, safety harness and line, or basket stretcher readily available and attended when hazardous atmospheric conditions exist?
- ☐ ☐ ☐ Are employees who enter bell-bottom pier holes or other similar deep and confining excavations wearing a body harness with a lifeline?

ACCUMULATED WATER HAZARDS

- ☐ ☐ ☐ Are employees prohibited from entering excavations that have accumulated water?
- ☐ ☐ ☐ Is water being controlled or prevented from accumulating in excavation by the use of water removal equipment?
- ☐ ☐ ☐ Is water control equipment operation being monitored by a competent person?

- ☐ ☐ ☐ Are diversion ditches, dikes, or other suitable means used to prevent surface water from entering the excavation?
- ☐ ☐ ☐ Are excavations subjected to run-off from heavy rain immediately re-inspected by a competent person?

YES NO N/A

STABILITY OF ADJACENT STRUCTURES

- ☐ ☐ ☐ Are support systems such as shoring, bracing, or underpinning provided to ensure stability of adjoining structures (i.e., buildings, walls) endangered by excavation activities?

Has any excavation below the level of the base or footing of foundations or retaining walls been:

- ☐ ☐ ☐ Provided with a support system such as underpinning to ensure the safety of employees and stability of the structure
- ☐ ☐ ☐ Performed in stable rock
- ☐ ☐ ☐ Determined by a registered professional engineer that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity
- ☐ ☐ ☐ Determined by a registered professional that the excavation work will not pose a hazard to employees
- ☐ ☐ ☐ Is the undermining of sidewalks and pavement structures prohibited?

PROTECTION OF EMPLOYEES FROM LOOSE ROCK OR SOIL

- ☐ ☐ ☐ Is adequate protection provided to protect employees from loose rock or soil that could pose a hazard by falling or rolling from an excavation face?
- ☐ ☐ ☐ Are employees protected from excavated or other material and equipment by placing this material a minimum of two (2) feet from the edge of excavations or by the use of retaining devices?

INSPECTIONS

- ☐ ☐ ☐ Are daily inspections of excavations where employee exposure can be reasonably anticipated being done by the competent person?
- ☐ ☐ ☐ Are inspections being performed by a competent person after every rainstorm or other hazard increasing occurrence?
- ☐ ☐ ☐ Are employees removed from the excavation if the competent person finds evidence at any time of a situation that could result in a possible cave-in, protective system failure, hazardous atmosphere or other hazardous condition?

FALL PROTECTION

- ☐ ☐ ☐ Are standard guardrails provided on walkways and bridges that cross over excavations?
- ☐ ☐ ☐ Are all remotely located excavations adequately barricaded or covered?
- ☐ ☐ ☐ Are temporary wells, pits, shafts and similar exploratory operations back filled upon completion?

CRANES AND RIGGING

- ☐ ☐ ☐ Are cranes inspected daily?

- ☐ ☐ ☐ Are crane swing areas barricaded or demarked?
- ☐ ☐ ☐ Is all rigging equipment tagged with an identification number and rated capacity?
- ☐ ☐ ☐ Is rigging equipment inspection documented?
- ☐ ☐ ☐ Are slings, chains, and rigging inspected before each use?
- ☐ ☐ ☐ Are damaged slings, chains, and rigging tagged and taken out of service?
- ☐ ☐ ☐ Are slings padded or protected from sharp corners?
- ☐ ☐ ☐ Do employees keep clear of suspended loads?
- ☐ ☐ ☐ Are employees in the lift area wearing hard hats?

YES NO N/A

CONFINED SPACES

- ☐ ☐ ☐ Have employees been trained in the hazards of confined spaces?
- ☐ ☐ ☐ Are confined space permits available on project site?
- ☐ ☐ ☐ Is a company confined space safety procedure on the project?
- ☐ ☐ ☐ Has a rescue plan been established?

I HAVE REVIEWED THIS INSPECTION CHECKLIST WITH THE SAFETY INSPECTOR AND FULLY UNDERSTAND THE RECOMMENDATIONS AND WILL MAKE EVERY ATTEMPT TO CORRECT THEM IMMEDIATELY.

SITE SUPERVISOR: _____ Date: _____

PROJECT MANAGER: _____ Date: _____

COMPETENT PERSON: _____ Date: _____

Driver Safety and DOT Compliance (CDL and D/A Testing)

PURPOSE

To assist Division Management in meeting the standards of the United States Department of Transportation, Federal Motor Carrier Safety Regulations 49 CFR and/or State and Local Regulations.

SCOPE

This section applies to all KDF operating companies. These rules are applicable to all employers, employees, and commercial motor vehicles, which transport property or passengers in interstate or intrastate commerce.

POLICY

It is the policy of KDF to voluntarily comply with all requirements and regulations of the Department of Transportation's (DOT) Federal Motor Carrier Safety Program.

WHO MUST COMPLY

These rules are applicable to all KDF Operating Units and each of its drivers who operates a Commercial Motor Vehicle (CMV) and to any operator of a motor vehicle who is required, by law, to have a Commercial Driver's License.

Exemptions

Drivers of Company vehicles which are not designated as Commercial Motor Vehicles (CMV) and who are not required to have Commercial Drivers Licenses (CDL) are not covered by the Federal Motor Carrier Safety Regulations. This includes drivers of Company pickup trucks.

DEFINITIONS

The following is only a partial listing of definitions applicable to all drivers of commercial motor vehicles that have a gross vehicle weight rating 10,001 pounds or more.

- Alcohol or Alcoholic Beverage – means: (a) beer as defined in 26 U.S.C. 5052(a) of the Internal revenue Code of 1954, (b) wine not less than one-half of one per centum of alcohol by volume, or (c) distilled spirits as defined in section 5002(a)(8) of such code.
- Alcohol Concentration – The concentration of alcohol in a person's blood or breath. When expressed as a percentage it means grams of alcohol per 100 milliliters of blood or 100 milligrams of alcohol per 210 liters of breath.
- Commercial Driver's License (CDL) – An operator's license that is required to operate the following classes of commercial motor vehicles in either intrastate or interstate commerce:
 - a. With a Gross Combination Weight Rating (GCWR) of 26,001 or more pounds, inclusive of towed unit with a Gross Vehicle Weight Rating (GVWR) of more than

10,000 pounds; or

- b. With a GVWR of 26,001 or more pounds; or
- c. Designed to carry 16 or more passengers, including the driver; or
- d. Any vehicle transporting a quantity of hazardous materials requiring placarding.
 - Commercial Motor Vehicle (CMV) – Means a self-propelled or towed vehicle used on the highways in interstate commerce to transport passengers or property, if the vehicle:
 - a. Has a Gross Vehicle Weight (GVW) of over 10,001 pounds;
 - b. Is designed or used to transport more than 8 passengers, including the driver, for compensation;
 - c. Is used in transporting material found to be hazardous under the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR 172, Subpart F).
 - Company Vehicle – Any motor vehicle owned, leased or rented by KDF or any of its Operating Units.
 - Controlled Substance – Has the meaning such term has under section 102(6), of the Controlled Substances Act (21) U.S.C. 802(6) and includes all substances listed on schedules I through V, of 32 CFR 1308, as they may be revised from time to time.
 - Driver – Any person or employee who operates a motor vehicle. This means any person who operates a commercial motor vehicle which includes, but is not limited to, full time regularly employed drivers, casual, multiple-employer driver or occasional drivers, leased drivers and independent owner-operated contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle the direction of or with the consent of the employer. For the purpose of pre-employment/pre-duty testing only, the term "driver" includes a person applying to KDF to drive a commercial motor vehicle.
 - Employee – May be one or more of the following:
 - a. Any driver of a commercial motor vehicle (including an independent contractor while in course of operating a commercial motor vehicle) or any driver engaged in the operation of a vehicle for the purpose of interstate commerce;
 - b. A mechanic;
 - c. A freight handler or warehouse person;
 - d. Any individual, other than an employee, who is employed by an employer and who in the course of his or her employment directly affects commercial motor vehicle safety, but such term does not include an employee of the United States, any State, any political subdivision of a state, or any agency established under a compact between States and approved by the congress of the United States who is acting within the course of such employment.
- Motor Carrier – A for-hire or private motor carrier. The term includes a motor carrier's agents, officers and representatives as well as employees responsible for hiring, supervising, training, assigning, or dispatching of drivers and employees concerned with the installation, inspection and maintenance of motor vehicle equipment and/or accessories.
- On-duty time – All time, from the time the driver begins work, or is required to be in readiness to work until the time he or she is relieved from work and all responsibility for work. "On duty time" shall include:

- a. All driving time;
- b. All time inspecting, servicing, conditioning any commercial motor vehicle at any time;
- c. All time loading or unloading a vehicle, assisting in the loading or unloading, attending a vehicle being loaded or unloaded, or remaining in readiness to operate the vehicle;
- d. All time spent performing the driver requirements relating to accidents;
- e. All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle; and
- f. All time performing any other job, and being compensated for, such as truck maintenance, part time work, etc.

GENERAL

The purpose of the Federal Motor Carrier Regulations is to promote safety of operations on the Nation's highways, not only for the general driving public but also for the carriers and their drivers. The use of qualified drivers to operate motor vehicles engaged in the transportation of property and passengers is one of the most important steps towards this goal.

Driver Qualifications - The qualifications prescribed for drivers subject to these regulations include those areas which have been found to have primary Significance in providing safety conscious drivers for the motor carrier industry. The regulations specify that our drivers, in order to be qualified to drive a motor vehicle, must:

- Be at least 21 years old
- Be able to read and speak English sufficiently to converse with the general public, to understand highway traffic signs and signals that are in the English language, to respond to official inquiries, and to make entries on reports and records;
- Be able to, by reason of experience, training or both, safely operate the type of motor vehicle he or she will drive;
- Be physically qualified to drive a motor vehicle and be able to pass a DOT required physical examination in accordance with government regulation 49 CFR Sec. 391.41;
- Be able to successfully pass a substance abuse test as may be required by federal or state DOT;
- Be in possession of a current valid motor vehicle operator's license issued from a state or jurisdiction, have a satisfactory driving record, and if a CDL is required, be able to certify possession of only one license with the appropriate endorsement;
- Be able to furnish KDF with copies of motor vehicle driving records from all states in which the driver has held license(s) in the past three (3) years, to include a list of all motor vehicle violations or the certificate as required by 49 CFR Sec. 391.15. (If a CDL license is required, the driving history must cover ten (10) years); and
- Be able to successfully complete a driver's road test in the type of vehicle to be driven, or be able to present an operator's license or a certificate of road test which KDF will accept as equivalent to a road test.

While KDF is responsible for complying with these requirements, KDF may use an agent, such as a leasing company, to perform certain required regulatory procedures. However, the overall responsibility for compliance with the regulations still rests with the Company.

Therefore, KDF personnel charged with the responsibility for administering our driver qualification program in each Operating Unit must make certain each driver qualifies under each of the requirements listed above.

COMPANY RESPONSIBILITIES (DRIVING POSITION)

KDF is required by law to comply with the hiring practices for drivers as established by the Federal Motor Carrier Safety Regulations. These include the following:

- The Company will require all applicants for a driving position to complete a DOT approved Drivers Application for Employment form which contains additional information required by the DOT and not normally found on KDF's general application form.
- The Company must make an annual inquiry to the appropriate agency of every state in which the driver held a commercial motor vehicle operator's license or permit during the time period. A copy of the response from each agency must be kept in the driver's qualification file along with a note pertaining to the annual review of the driving record.
- Conduct an investigation into the applicants past employment record by utilizing personal interviews, telephone interviews, letters, or any other method of obtaining information. Responses to these investigations must be in writing and made a part of the applicants qualification file. The past three (3) years are necessary for a general driver and the past ten (10) years for a commercial driver.
- The Company will not hire anyone for a driving position who has an unsatisfactory driving record nor will the Company require or permit an employee to operate a company motor vehicle unless that individual is qualified to operate that vehicle.
- The Company is required, in the case of those applicants applying for a commercial driver's license, to ensure that the applicants undergo drug and alcohol testing prior to employment.
- The Company will conduct an annual review of the driving record of each driver it employs to determine whether that driver meets the minimum requirements for safe driving or if the driver should be disqualified from operating a motor vehicle.

Unsatisfactory Driving Record

The following can be used to determine if a driver has an unsatisfactory motor vehicle driving record (MVR):

For New Hires (Driving Positions)

The applicant should not be hired for a driving position if his or her driving record contains the following:

- a. Any record of a DUI/DWI/OUI alcohol or drug-related driving offense within the past three (3) years; or
- b. Any three (3) moving violations and/or preventable accidents within a 24 month period

Existing Employees (Driving Positions)

Should it come to the attention of KDF that an existing employee, whose position requires driving a company vehicle, is the recipient of any of the following violations, then appropriate disciplinary action must be taken:

- a. Any three (3) moving violations within the past twelve (12) months mandates the disciplinary action of removing the employee from driving any Company vehicle.
- b. Any three (3) moving violations within the past twenty-four (24) months requires disciplinary action to include a written warning, three (3) days probation and driver retraining.
- c. Any Driving While Under the Influence (DUI), Driving While Intoxicated (DWI), or Operating Under the Influence (OUI) of alcohol, or any drug related driving offense, within the past twelve (12) months requires the immediate disciplinary action of removing the employee from a driving position for a period of at least one (1) year following the conviction, and if the offense is considered serious enough, termination of employment may be warranted.
- d. Any three (3) preventable motor vehicle accidents within the past twelve (12) months while operating a Company motor vehicle resulting in either personal injury or property damage requires disciplinary action of removing the employee from a driving position, and if the offense is considered serious enough, termination of employment may be warranted.
- e. Gross misconduct as defined in KDF's disciplinary policy and/or safety rules & regulations requires disciplinary action of removing the employee from a driving position, and if the offense is considered serious enough, termination of employment may be warranted.

DRIVER RESPONSIBILITIES

Each employee of KDF, whose duties normally include those of a driver, must comply with the following requirements:

- Drivers who are required to have a Commercial Driver's License (CDL) must use a Notification of Conviction or Violation form to furnish the Company and the state in which their driver's license was issued, a list of all violations of state or local laws relating to motor vehicle traffic control, other than parking, of which the driver has been convicted or has forfeited bond or collateral, regardless of whether the violation occurred in a company or privately owned vehicle, within thirty (30) days of the conviction.
 - All drivers must report either a suspension or revocation immediately in writing to their Operating Unit manager.
- a. Immediately is defined as the day the driver becomes aware of or is notified of the suspension or revocation.
 - b. All drivers that have received a court ordered suspension or revocation where the court grants driving privileges for the trip to, from and while at work, will not be allowed to operate a Company vehicle. KDF will not insure the liability for a driver with limited driving privileges. (e.g., day license)
 - All drivers must immediately report to the KDF Corporate Safety Office at (800-724-5270), whenever any state or federal Department of Transportation personnel stop them for the purpose of conducting either a roadside inspection. Drivers must also make copies of any inspection forms given to them as a result of these roadside inspections and are to immediately forward these copies to Corporate Safety in Schenectady, NY.

- Be able to, by reason of experience, training or both, determine if the cargo being transported has been properly located, distributed, and secured in or on the motor vehicle being driven;
- Be familiar with the methods and procedures for securing cargo in or on the motor vehicle being driven.

EXAMINATIONS AND TESTS

Road Test

No employee will drive a Company vehicle unless he or she has successfully completed a road test on equipment similar to that for which he or she has been hired to operate and has been issued a certificate indicating completion of such a test. The test must be given by a person who is competent to evaluate and determine whether the person who takes the test has demonstrated they are qualified to operate the vehicle.

The road test must include, as a minimum, at least the following:

- A Pre-Trip Inspection of the vehicle;
- Coupling and uncoupling of combination units, if required;
- Placing the vehicle in operation;
- Use of the vehicle's controls and emergency equipment;
- Operating the vehicle in traffic;
- Turning the vehicle;
- Braking and slowing the vehicle by means other than using the brakes; and
- Backing and parking the vehicle.

Although it is not usually recommended, the road test may not be required, if the Company accepts a valid Commercial Driver's License issued by a state for operation of a similar vehicle, as equivalent to the road test. However, a non-Commercial Driver's License will no longer be considered the equivalent of a road test.

Written Examination

Applicants for a Commercial Driver's License will be required to complete a written examination provided by the licensing agency.

Medical Examination

No employee of KDF may drive a Company vehicle unless he or she has physically qualified to do so as evidenced by successfully completing a medical examination as prescribed by the Department of Transportation.

Drivers are required to undergo this medical examination every two years unless directed by a physician to do so more frequently. The medical examination must be performed by a licensed health care professional.

Upon the successful completion of the medical examination, the driver must be issued a Medical Examiner's Certificate attesting to this. Department of Transportation regulations require the driver to have either the

original of this certificate or a photographic copy of the certificate on his or her person while operating a motor vehicle.

Alcohol and Drug Test

All drivers having a Commercial Driver's License (CDL) are required to take a pre-employment alcohol and drug test to determine that the driver does not have a current clinical diagnosis of alcoholism or a dependency on any drugs not prescribed by a licensed medical practitioner. CDL drivers are also required to undergo random drug testing during their period of employment.

DRIVER'S DAILY LOG

Normally, drivers operating a Commercial Motor Vehicle (CMV) must record in a Driver's Daily Log Book, their hours of service in order to comply with the requirements set forth in the Federal Motor Carrier Safety Regulations 49 CFR 395;

Exempt Drivers

General driving personnel employed by KDF are exempted from this requirement as long as they fall within the following category:

- The driver operates within a 100 air mile-radius of his or her normal work reporting location;
- The driver, except a driver salesperson, returns to his or her work reporting location and is released from work within twelve (12) consecutive hours;
- The driver has at least eight (8) consecutive hours off of work separating each twelve (12) hours on duty;
- The driver does not exceed ten (10) hours maximum driving time following eight (8) consecutive hours off duty or sixty (60) hours on duty time in any seven (7) day period; and
- The Operating Division that employs the driver must maintain for a period of six (6) months, accurate and true time records showing:
 - a. The time the driver reports for duty each day;
 - b. The total number hours the driver is on duty each day;
 - c. The time the driver is released from duty each day; and
 - d. The total time for the preceding 7 days in accordance with 395.8(j)(2) for drivers used for the first time or intermittently (Exhibit-4).

Non-Exempt Driver's

Should a driver's day, trip, etc., make him or her ineligible for the above exemption, then the driver will be required to complete the Driver's Daily Log Book and carry the past seven (7) days of his or her hours of service record of duty status.

- KDF requires each of its non-exempt driver's to record their duty status for each 24-hour period using the methods prescribed in the Driver's Daily Log by the Department of Transportation.

- Each non-exempt driver who operates a commercial motor vehicle is required to record his/her duty status, in duplicate, for each 24-hour period. The duty status must be recorded on the specified grid of the Driver's Daily Log.
- The duty status shall be recorded as follows:
- "Off duty" or "OFF"
- "Driving "or "D"
- "On-duty not driving" or "ON"

For each change of duty status, (e.g., the place of reporting for work, starting to drive, on-duty not driving, and where released from work), the name of the city, town, or village, with state abbreviation, shall be recorded.

The driver's activities and the following information must be included on the form in addition to the grid:

- Date;
- Total miles driving today; Truck or tractor and trailer number;
- Name of Motor Carrier;
- Driver's signature/certification; 24-hour period starting time;
- Main office address;
- Remarks;
- Total hours (far right edge of grid); and
- Shipping document number(s) or name of shipper and commodity.

Entries must be current and can only be made by the driver.

Failure to complete the record of duty activities of this section or failure to preserve a record of such duty activities, or making false reports in connection with such duty activities will make the driver and/or KDF liable to prosecution.

TRIP INSPECTIONS AND EMERGENCY EQUIPMENT

All drivers must comply with the inspection requirements of the Federal Motor Carrier Safety regulations 49 CFR 396.11 and 396.13. Specifically this means, at a minimum, performing a Pre-Trip and Post-Trip Inspection each day.

Pre-Trip Inspection

The driver must make a Pre-Trip Inspection of the vehicle in order to be assured that the following items are safe and in good working order:

- Service brakes, including trailer brake connections
- Parking brake
- Steering mechanism
- Lighting devices and reflectors
- Tires
- Horn

- Windshield wipers
- Rear-vision mirrors
- Coupling devices

After performing the Pre-Trip Inspection, the driver completes a Driver's Vehicle Inspection Report form.

Post-Trip Inspection

After completing the trip, the driver is again required to conduct an inspection of the vehicle, entering the Post-Trip Inspection results onto a Driver's Vehicle Inspection Report form. This report must be in writing and must be retained for a minimum of ninety (90) days. A copy of the previous days Post-Trip Inspection form must be carried in the motor vehicle.

Emergency Equipment

The driver is responsible for satisfying himself or herself that specified CMV parts, accessories and emergency equipment are in good working order, and that it is his or her responsibility to use this equipment when as needed.

ANNUAL INSPECTION REQUIREMENTS

The Department of Transportation (DOT) requires KDF to inspect each of its commercial motor vehicles, those over 10,000 pounds gross vehicle weight on at least an annual basis in compliance with 49 CFR 396.

All Company vehicles, which are over 10,000 pounds gross vehicle weight, must meet the requirements of the Federal Motor Carrier Safety Regulations parts 49 CFR 390.21 and 393.

MARKING OF COMMERCIAL MOTOR VEHICLES

Every Company owned, leased or rented commercial motor vehicle, which is a self-propelled motor vehicle over 10,000 pounds gross vehicle weight, operated in interstate commerce and subject to the Department of Transportation's Motor Carrier Safety Regulations, must be marked in such a manner as to display the following information:

- The name or trade name of KDF, the company operating the self-propelled motor vehicle;
- The city or community and state (name abbreviated), in which KDF maintains its principle place of business or in which the vehicle is customarily based; and
- KDF's motor carrier identification number, if issued by the FHWA, preceded by the letters "USDOT."

Size, shape, location, and color of marking.

The size, shape, location and color of the marking must be as follows:

- Appear on both sides of the motor vehicle;
- Be in letters that contrast sharply in color with the background on which the letters appear;

- Be readily legible, during daylight hours, from a distance of 50 feet while the vehicle is stationary; and
- Be kept and maintained in a manner as to remain legible.

RECORDS RETENTION

The following records and their respective retention periods are a requirement of the Department of Transportation:

Record of duty status (logbook)

The Driver's Record of Duty Status for each calendar month must be maintained at the driver's Operating Unit and must be retained for a period of two (2) years following the driver's last day of employment. These records must be made available at "the employer's principle place of business" within two (2) business days after a request is made by the Federal Highway Administration.

The driver shall retain a copy of each Record of Duty Status for the previous seven consecutive days which shall be in his/her possession and available for inspection while on duty.

Driver Qualification Files

The driver's qualification files must be maintained at the driver's Operating Unit and must be retained for a period of two (2) years following the driver's last day of employment. These records must be made available at "the employer's principle place of business" within two (2) business days after a request is made by the Federal Highway Administration.

Driver Daily Inspections

The original of the driver's daily inspection report and the certification of repairs for at least the past three (2) months must be maintained at the location in which the vehicle is garaged.

Vehicle Maintenance Records

Vehicle maintenance records must be retained for a period of one (1) year. These records must also be retained for the six (6) month period following the termination of the vehicle from KDF's control.

ADVERSE CONDITIONS

Each Operating Unit having drivers that qualify under this section, are required to develop their own safety policies and procedures for operating a commercial motor vehicle when adverse environmental conditions limit visibility or reduce traction.

DOT REGULATIONS

The complete text for the DOT regulations can be found in the Federal Motor Carrier Safety Regulations Handbook. Driver qualification files with required forms, driver vehicle inspection reports, daily log books, etc. are available from various organizations such as the American Trucking Association at 781-270-6880 or the J.J. Keller & Associates at 800-558-5011.

Appendix A
ADMINISTRATION OF A DRUG AND ALCOHOL PROGRAM
AS REQUIRED BY THE U.S. DEPARTMENT OF TRANSPORTATION,
FEDERAL HIGHWAY ADMINISTRATION

The Federal Highway Administration ("FHWA") has issued regulations which require KDF to implement a controlled substance testing program. The Company will comply with these regulations and is committed to maintaining an alcohol and drug-free workplace. All drivers are advised that remaining alcohol and drug-free and medically qualified to drive are conditions of continued employment with the Company.

I. PURPOSE

The purpose of this administrative guide is to set forth the procedures for the implementation of controlled substances and alcohol use and testing of driver applicants and current drivers pursuant to the Alcohol and Drug Abuse Policy. These procedures are intended as a guide only, and are in no way intended to alter any existing relationship between KDF and any driver.

II. DEFINITIONS

When interpreting or implementing these procedures, or the procedures required by the Federal Highway Administration ("FHWA") controlled substance testing regulations, the following definitions apply:

- Alcohol - means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.
- Alcohol concentration (or content) - means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.
- Collection site - means a place where individuals present themselves for the purpose of providing breath, body fluid, or tissue samples to be analyzed for specified controlled substances. The site must possess all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage and transportation or shipment of the samples to a laboratory.
- Controlled substance - has the meaning assigned by 21 U.S.C. 802 and includes all substances listed on Schedules I through V as they may be revised from time to time (21 CFR 1308).
- Driver - means any person who operates a commercial motor vehicle. This includes, but is not limited to: full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed or under lease to an employer or who operate a commercial motor vehicle at the direction of or with the consent of an employer. For the purposes of pre-employment/pre duty testing only, the term "driver" includes a person applying to an employer to drive a commercial motor vehicle.
- Drug - means any substance (other than alcohol) that is a controlled substance as defined in this section and 49 CFR Part 40.
- FHWA - means the Federal highway Administration, U.S. Department of Transportation.
- Owner-Operator(s) - means a driver(s) who has been contracted for services with the

Company. For the purposes of these procedures and the Company's Alcohol and Drug Abuse Policy, owner-operators are not to be considered employees, but will be required to participate in the Company's Alcohol and Drug Abuse Policy like all Company employee drivers.

- Medical review officer ("MRO") - means a licensed M.D. or D.O. with knowledge of drug abuse disorders that is employed or used by a motor carrier to conduct drug testing in accordance with this part.
- Performing (a safety-sensitive function) - means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.
- Random selection process - means that alcohol and drug tests are unannounced; that every driver of a motor carrier subject to test, tests conducted annually shall equal or exceed twenty-five percent (25%) for alcohol tests and fifty percent (50%) for drug test of the total number of drivers subject to testing a motor carrier.
- Reasonable cause - means that the motor carrier believes the actions or appearance or conduct of a commercial motor vehicle driver who is on duty as defined below, are indicative of the use of a controlled substance.
- Safety-sensitive function - means any of those on-duty functions set forth in CFR 49 section §395.2.
- On duty time - means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. "On duty time" shall include:
 - a. All time at a carrier or shipper plant, terminal, or facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the motor carrier;
 - b. All time inspecting, servicing, or conditioning any commercial motor vehicle at any time;
All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;
All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
All time spent performing the driver requirements relating to accidents;
All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

III. PROHIBITED SUBSTANCES

- Alcohol Use: means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol which, when consumed, causes an alcohol concentration in excess of those prescribed by Part 382 Subpart B (FMCSR) and section IV of this policy.
- Controlled Substances: In accordance with FHWA rules, urinalysis will be conducted to detect the presence of the following substances:
 - Marijuana
 - Cocaine

- Opiates
- Amphetamines
- Phencyclidine-(PCP)

Detection levels requiring a determination of a positive result shall be in accordance with the guidelines adopted by the FHWA in accordance with the recommendations established by the Dept. of Health and Humans Services (DHHS).

IV. PRESCRIPTION MEDICATIONS

Drivers taking legally prescribed medications issued by a licensed health care professional familiar with the driver's work-related responsibilities must report such use to their immediate supervisor or dispatcher, and may be required to present written evidence from the health care professional which describes the effects such medications may have on the driver's ability to perform his/her tasks.

In the sole discretion of the alcohol and drug program administrator, a driver may be temporarily removed, with pay, from a safety-sensitive position if deemed appropriate.

V. PROHIBITIONS

- Alcohol Prohibitions:

The alcohol rule prohibits any alcohol misuse that could affect performance of a safety sensitive function. These include the following:

1. Use while performing safety sensitive functions.
2. Use during the 4 hours before performing safety-sensitive functions.
3. Reporting for duty or remaining on duty to perform safety-sensitive functions with an alcohol concentration of 0.04 or greater.
4. Possession of alcohol, unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicines containing alcohol (prescription or over-the-counter), unless the packaging seal is unbroken.
5. Use during 8 hours following an accident, or until he/she undergoes a post-accident test.
6. Refusal to take a required test.

NOTE: A driver found to have an alcohol concentration of greater than 0.02, but less than 0.04, will not perform nor be permitted to perform any safety-sensitive functions for at least 24 hours. The other consequences imposed by the regulations and discussed below do not apply. However, documentation of this test constitutes written warning that company policy has been violated, and the next occurrence could result in disqualification of a driver.

- Drug Prohibitions:

The regulations prohibit any drug use that could affect performance of safety-sensitive functions. These include the following:

1. Use of any drug, except by doctor's prescription, and then only if the doctor has advised the driver that the drug will not adversely affect the driver's ability to safely operate the CMV;
2. Testing positive for drugs; and
3. Refusing to take a required drug test.

Drivers must inform the alcohol and drug program administrator of any therapeutic drug use prior to performing a safety-sensitive function.

VI. DRIVER APPLICANT AND CURRENT DRIVER TESTING

- Applicant Testing: All driver applicants will be required to submit to and pass a breath alcohol test and a urine drug test as a condition of employment. Job applicants, who are denied employment because of a positive test, may reapply for employment after 12 months.

Offers of employment are made contingent upon passing the Company's medical review, including the alcohol and drug test. Driver applicants who have received firm employment offers are to be cautioned against giving notice at their current place of employment, or incurring any costs associated with accepting employment with the Company until after medical clearance has been received. All newly hired drivers shall be on a probationary status for 30 days, contingent upon medical clearance for illicit controlled substance or alcohol usage, as well as other conditions explained in the personnel policies. Under no circumstances may a driver perform a safety-sensitive function until a confirmed negative result has been received.

Driver applicant drug testing will follow the collection, chain-of-custody and reporting procedures as set forth in CFR 49 -Part 40.

- Owner-Operators: Owner-Operators engaged by KDF are not employees of KDF, nor are they to be considered as such under this Policy. However, every owner-operator engaged to provide services to KDF must agree to, and successfully participate in the Company's alcohol and drug testing program. All owner-operator agreements will be entered into the Company contingent upon the operators' successful completion of the urinalysis and breath analysis under all phases of the Company's program, and are contingent upon the owner-operators continued status as a medically qualified driver.

The term "driver" as used in these procedures includes owner-operators.

- Employee Drivers: Under all circumstances, when a driver is directed to provide either a breath test or urine sample in accordance with these procedures, he or she must immediately comply as instructed. Refusal will constitute a positive result. The driver will be immediately removed from the safety-sensitive function and will be subject to further discipline or termination as appropriate.

VII. SUSPICION-BASED TESTING

- Reasonable Suspicion: If a driver is having work performance problems or displaying behavior that may be alcohol or drug-related, or is otherwise demonstrating conduct

that may be in violation of the Policy where immediate management action is necessary a supervisor or dispatcher, with the concurrence of the alcohol and drug program administrator, will require that driver to submit to a breath test or urinalysis. The following conditions are signs of possible alcohol or drug use (not all-inclusive):

- Abnormally dilated or constricted pupils
 - Glazed stare – redness of eyes (sciara)
 - Flushed face
 - Change of speech (i.e. faster or slower)
 - Constant sniffing
 - Increased absences
 - Redness under nose
 - Sudden weight loss
 - Needle marks
 - Change in personality (i.e. paranoia)
 - Increased appetite for sweets
 - Forgetfulness – performance faltering – poor concentration
 - Borrowing money from coworkers
 - Seeking and advance of pay or other unusual display of need for money
 - Constant fatigue or hyperactivity
 - Smell of alcohol
 - Slurred speech
 - Difficulty walking
 - Excessive, unexplained absences
 - Dulled mental processes
 - Slowed reaction rate
-
- Immediate Action: Supervisors or dispatchers must take action if they have reason to believe one or more of the above-listed conditions is indicated, and that the substance abuse is affecting a driver's job performance or behavior in any manner. A supervisor or dispatcher observing such conditions will take the following actions immediately:
 - Confront the employee involved, and keep under direct observation until the situation is resolved
 - Secure the alcohol and drug program administrator's concurrence to observations; job performance and company policy violations must be specific.
 - After discussing the circumstances with the supervisor or dispatcher, the alcohol and drug program administrator will arrange to observe or talk with the driver. If he/she believes, after observing or talking to the driver, that the conduct or performance problem could be due to substance abuse, the driver will be immediately required to submit to a breath test or urinalysis. If the driver refuses to submit to testing for any reason, the driver will be informed that continued refusal will result in termination of employment.
 - Employees will be asked to release any evidence relating to the observation for further testing. Failure to comply may subject the employee to subsequent discipline or suspension from driving duties. All confiscated evidence will be receipted for with signatures of both the receiving supervisor, as well as the provider.

- If prior to confrontation by the supervisor or dispatcher, the driver admits to use but requests assistance, the alcohol and drug program administrator will arrange for assessment by an appropriate Substance Abuse Professional (SAP). Reassignment to the driver position is conditional to completing the SAP's guidelines and return to work testing.
- Documentation: The supervisor or dispatcher shall, within 24 hours or before the results of the controlled substance test are released, document the particular facts related to the behavior or performance problems, and present such documentation to the alcohol and drug program administrator.
- Removal From Driving: The alcohol and drug program administrator will remove or cause the removal of the driver from the Company-owned vehicle and ensure that the driver is transported to an appropriate collection site and thereafter to the driver's residence or, where appropriate, to a place of lodging. Under no circumstances will that driver be allowed to continue to drive a Company vehicle or his/her own vehicle until a confirmed negative test result is received.
- Acknowledges Use: If, during the course of employment, the driver acknowledges a substance abuse problem and requests assistance, the problem may be treated as if it were an illness, subject to the provision set forth below:
- The decision to seek diagnosis and accept treatment for the substance abuse problem is the responsibility of the driver;
- The diagnosis and prescribed treatment of the driver's condition will be determined by health care professionals designated by the alcohol and drug program administrator in conjunction with the driver's physician; and
- The driver might be placed on medical leave for a predetermined period recommended by those medical professionals if the SAP determines that such action is appropriate.
- Post-Accident Testing: Currently, federal regulations place the burden of compliance with post-accident alcohol and drug testing regulations on the driver. Therefore, all drivers are required to provide a breath test and a urine specimen to be tested for the use of controlled substances "as soon as practicable" after an accident. The driver must remain readily available for such testing or may be deemed by the alcohol and drug program administrator to have refused to submit to testing. No alcohol may be consumed for 8 hours after the accident or until a test is conducted. If the driver is seriously injured and cannot provide a specimen at the time of the accident, he or she shall provide the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were any controlled substances in his or her system.

An accident is defined by FHWA regulations as an accident which results in the death of a human being or bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or which has had one of the vehicles towed from the scene of the accident. Except for a fatality accident, verification of the driver's responsibility in the above accident scenario must be established by a citation to the driver.

Drivers may be provided with collection kits to be carried in their vehicles at all time. A list of nationally available collection sites will be provided through the Company Operating Unit Managers, including pertinent instructions and procedures prior to the driver operating a commercial motor vehicle.

Adherence by drivers to post-accident specimen collection requirements is a condition of continued employment. The failure of an owner-operator to comply with DOT post-accident and specimen collection rules will be considered a breach of contract with the Company, and the contract will remain invalid until appropriate substance abuse professional counseling has been completed.

- Random Testing: KDF will conduct random testing for all covered drivers as follows:
- A company-wide selection process which removes discretion in selection from any supervisor personnel will be adopted by the Company. This process will select covered drivers through the use of a computerized program;
- The random testing, once begun, will provide for alcohol testing of at least twenty five percent (25%) and for drug testing of at least fifty percent (50%) of all covered drivers.
- The random testing will be reasonably spaced over any twelve (12) month period.
- Once notified, a driver must proceed immediately to the assigned collection site.
- Program Administrator: The alcohol and drug program administrator will be responsible for designating the appropriate substance abuse professional who, in conjunction with the driver's physician, will diagnose the problem and recommend treatment.
- The driver's successful completion of the approved treatment program is a condition of continued employment as a driver.
- Following successful completion of any approved treatment program, the driver will be required to submit to at least six random drug tests during the first year, and follow-up testing may be conducted for up to 60 months. Failure to adhere to this condition is grounds for immediate termination.
- All supervisors or dispatchers will receive training to assist them in identifying alcohol and drug use behavioral characteristics.
- Return-to-Duty Testing: Before a driver returns to duty that requires the performance of a safety-sensitive function, after engaging in conduct prohibited by this policy and Part 382 Subpart B (FMCSR), the driver shall undergo a return to duty alcohol test with a result of less than a 0.02 BAC or receive a confirmed negative result from a controlled substance urinalysis test.

VIII. COLLECTION OF BREATH AND URINE SPECIMENS

- Breath Alcohol Testing: This will be conducted either on site or at a prearranged location by a qualified Breath Alcohol Technician according to CFR 49 Part 40 procedures. Refusal to complete and sign the testing form or refusal to provide breath will be considered a positive test, and the driver will be removed from a safety-sensitive function until resolved.
- Specimen Collection: Specimen collection will be conducted in accordance with applicable state and federal law. The collection procedures will be designed to ensure the security and integrity of the specimen provided by each driver, and those procedures will strictly follow federal chain-

of-custody guidelines. Moreover, every reasonable effort will be made to maintain the dignity of each driver submitting a specimen for analysis in accordance with these procedures.

IX. LABORATORY ANALYSIS

As required by FHWA regulations, only a laboratory certified by Department of Health and Human Services (DHHS) to perform urinalysis for the detection of the presence of controlled substances will be retained by the Company. The laboratory will be required to maintain strict compliance with federally approved chain-of-custody procedures, quality control, maintenance and scientific analytical methodologies.

X. CONSEQUENCES OF POSITIVE TEST RESULTS

- Positive Test Results: Alcohol and drug abuse may not only threaten the safety and productivity of all employees at KDF, but causes serious individual health consequences to those who use them. Any confirmed actions prohibited by Part V above, while performing a safety-sensitive function or refusing to take a breath test, will be grounds for termination as an employee.
- Termination of Employment: A driver testing positive for alcohol or drug use is subject to termination. Refusal to submit to testing will also be considered as positive.

Refusal may be defined as not providing a breath sample or urine as directed, neglecting to sign appropriate control forms, using alcohol within 8 hours of an accident, or engaging in conduct that clearly obstructs the testing process.

XI. APPEAL OF TEST RESULTS

Any driver testing positive for the presence of a controlled substance will be contacted by the Company's Medical Review Officer (MRO). The driver will be allowed to explain and present medical documentation to explain any permissible use of a drug. All such discussions between the driver and the MRO will be confidential. The Company will not be a party to, or have access to matters discussed between the driver and the MRO. If medically supportable reasons exist to explain the positive result, the MRO will report the test to the Company as a negative.

Within 72 hours after the driver has been notified of a positive test result for drugs, he/she may request a retest of the split sample. This signed request will be provided to the MRO in writing, who will then initiate the new laboratory analysis. If a different result is detected by the subsequent laboratory, the test will be voided by the MRO, and the company alcohol and drug program administrator will be notified. A retest may be initiated as appropriate.

XII. CONFIDENTIALITY

Under no circumstances, unless required or authorized by law, will alcohol or drug testing information or results for any employee or applicant be released without written request from the applicable employee.

Drivers are entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substance tests. A copy of the requested records will be sent within 5 working days.

Collection of breath and urine samples must always be documented and sealed with a tamperproof sealing system in the presence of the driver, to ensure that all tests can be correctly traced to the driver.

Drug test analysis from the DHHS approved laboratory will be forwarded directly to the MRO assigned by the alcohol and drug program administrator. Alcohol test results will be forwarded by the MRO to the alcohol drug program administrator for confidential recordkeeping.

General Waste Management

Purpose

The purpose of this waste management strategy was developed to provide guidance and requirements necessary for efficient, effective and compliant waste management during construction and operations.

Scope

This procedure applies to all KDF employees. When work is performed on an owned or operated site, the operator's program shall take precedence, however, this document covers KDF employees and contractors and shall be used on owned premises, or when an operator's program doesn't exist or is less stringent.

Procedure

The KDF Safety Manager or other designated person in his or her absence is assigned the responsibility for proper waste or scrap materials.

Waste Estimation

Each work site will estimate the waste that will be generated prior to work being performed so the need for containers and waste removal, if necessary, can be determined. Each site will utilize the following for planning of dumpster scheduling and total non-hazardous dry waste material. These figures do not include neither recycling nor waste minimization efforts and reflect no use of an incinerator. Dumpster figures are based on a 40-yard container and can be modified if another size is used by changing the table below.

Waste Stream	Location	Activity Generating Waste	Hazardous/Non-Hazardous	Safe Storage Practice	Disposal Method	PPE or Other precautions
Aerosol Can Contents	Equipment Repair Shop	Puncturing of aerosol cans	Hazardous	SAA is self-contained in the equipment repair shop	Ship to assigned site for recycling or disposal	Read warnings before use of Aerosol unit.
Aerosol can Puncturing Unit Filter	Equipment Repair Shop	Filter Changes	Hazardous	Place in designated labeled container	Ship to assigned site for recycling or disposal	Change filter every 3 months
Aerosol Cans	Various Locations	Painting, lubricants, cleaning	Non-Hazardous if aerosol cans punctured and drained	Place punctured aerosol can in RAA storage drum	Crush RAA storage drum and place in the scrap metal dumpster	See "Scrap Metal" for waste stream management
SAMPLE ONLY - SOUD WASTE						
Number of Employees				10	25	35
Total Estimated Square Feet of Waste (@ 0.675 cu ft per person daily)						
Daily				7	17	24
Weekly				47	118	165
Monthly (4.33 wks)				205	511	716
Annual				2,455	6,138	8,593
Total Estimated Weight of Waste (@ 41b per person daily)				40	100	140
Weekly				280	700	980
Monthly (4.33 wks)				1,212	3,031	4,243
Annual				14,549	36,372	50,921
Number of Total Dumpster Fills 40 yard dumpster 7x8x22 = 1,232 square feet						
Daily						0.1
Weekly					0.1	0.2
Monthly (4.33 wks)				0.2	0.4	0.6
Annual				2	5	7

KDF must coordinate with the project site owner to ensure proper disposal of wastes or scrap materials. KDF must ensure the owner client is aware of whether wastes and scrap materials will be taken off site by KDF or will be disposed of on the owner client's site.

Waste Segregation

- Do not mix waste streams
- Only place waste in the designated container, satellite accumulation area (SAA), recyclable accumulation area (RSS), universal waste accumulation area (UWAA) or designated dumpster.

Recycling

The collection of recycled material will reduce the total load on the environment. Bins of sufficient size must be lined with a plastic bag and clearly labeled for use. Posters from KDF will be posted throughout the work site to encourage recycling. Collection bins will also be placed in administrative areas will follow the following color guiding:

- Blue - Paper
- Green – Aluminum cans
- Yellow - Plastic

Cardboard will be flattened, staples and excess shipping tape removed. No cardboard shall be placed in the dumpster used for the landfill.

Waste Handling Matrix

Each work site will develop a Waste Handling Matrix (sample shown) that will:

- Address safe practices related to the immediate storage and handling of waste, scrap or leftover material.

Waste Stream	Location	Location	Activity Generating Waste	Hazardous/Non Hazardous	Safe Storage Practice	Disposal Method	PPE or Other Precautions
Empty Paint Cans		Various Locations	Painting activities	Non-Hazardous	No storage allowed	Ship to assigned site for recycling or disposal	Paint cans must be RCRA empty.
Fluorescent Light Ballast		Various Locations	Failure	Non-Hazardous unless they contain PCB's or DEHP	None	Place in Non-Burnable Dumpster	Ballast will say on the label if it contains PCB's
Fluorescent Light Bulbs		Shops, Office Areas	Bulb replacement	Universal Waste	Place bulbs in their original container in the RAA in the EMS Conex	Ship to assigned site for recycling or disposal	Label bulbs "Used Bulb" when put into
Glass		various Locations	Replacement	Non-Hazardous	None	Place in Non-Burnable Dumpster	Ensure glass containers are empty.

Glycol Rags	Equipment Repair Shop and Fab Shop	Fluid Changes	Non-hazardous	Oily wasterag WAA's lined w/clear	Incinerated in Smart Ash unit	Minimize use of absorbent rags
				bags w/yellow		
Glycol-Used	Equipment Repair Shop and Fab Shop	Fluid Changes	Non-hazardous	RAA-self contained tank on recycling	Recycled in glycol recycling unit	Recycling unit stored in Equipment
Grinding Wheels	Equipment Repair Shop and Fab Shop	Grinding activities	Non-Hazardous	None	Place in NonBurnable Dumpster	
Hoses & Belts	Equipment Repair Shop and Fab Shop	Replacement	Non-Hazardous	Place in Non Burnable Dumpster of NSB or into the Oily Waste	Place in NonBurnable Dumpster	Drain all fluids from hoses
Metal Shavings/Cuttings	Equipment Repair Shop and Fab Shop	Fabricating activities	Excluded Hazardous if recycled	Placed in recycle metal dumpster or metal only RAA's	Place in recycle metal dumpster	Ensure there are no free flowing cutting fluids present before disposal.
Oil Filters-Used	Equipment Repair Shop and Fab Shop	Oil filter changes	Excluded Hazardous	RAA for drained and crushed used filters	Drain for 12 hrs., crush and incinerate in Smart Ash unit	Place metal in recycle metal dumpster
Oil-Used	Equipment Repair Shop, Fab Shop, Service Trucks	Draining oil and filters	Excluded Hazardous if burned for energy recovery	Receiving sumps are located in the Equipment Repair Shop and Fab Shop	Burned for energy recovery in clean urn mult-oil heating	Keep lids on receiving sumps at all times DO NOT PUT SOLVENTS INTO USED OIL

Waste Stream	Location	Location	Activity Generating	Hazardous/Non Hazardous	Safe Storage Practice	Disposal Method	PPE or Other Precautions

Ash	Smart Ash Unit	Waste Incineration of acceptable waste	Non Hazardous	Dispose of Immediately	Place in the Burnable Waste Dumpster	Gloves Goggles
Automotive and Heavy Equipment Parts-Used	Equipment Repair Shop and Fab Shop	Replacement	Non-Hazardous	RAA's by equipment repair shop	Returned to vendors for recycling	Starters, Alternators, Pumps, Transmissions
Batteries (Alkaline)	Various Locations	Battery Failures	Universal Waste	Place in the LJWAA in the equipment repair shop	"D" cell and below are acceptable in the NonBurnable Waste	Ship to designated site for recycling or disposal
Batteries (Lead Acid)	Equipment Repair Shop and Fab Shop	Battery Failures	universal Waste	No storage allowed. Containment boxes are labeled and available in	Lead acid batteries are returned to the vendor upon removal	Ship to designated site for recycling
Batteries (Nicad)	Various Locations	Battery Failures	Universal Waste	UWAA in the equipment repair shop.	Ship to assigned site for recycling or disposal	Cell phones, radios
Butane Torch Bottle	Various Locations	Mechanic activities	Excluded Hazardous if recycled	Place drained Butane Torch Bottles in RAA storage drum	Crush RAA storage drum and place in the scrap metal	Prosolv Butane Bottle processor
Cardboard/Office Paper	Parts Department & Offices	Shipping Boxes & Office Activities	Non-Hazardous	RAA in the Hog Barn	Place on pallet in RAA and band for shipment to assigned site for recycling.	
Computers Discarded	Parts Department & Offices	Replacement	Non-Hazardous	Place in RAA @ EMS Conex	Ship to assigned site for recycling	
Diesel Filters Used	Equipment Repair Shop and Fab Shop	Filter Changes	Non-Hazardous	RAA for drained and crushed used filters	Drain for 12 hrs., crush and incinerate in Smart Ash unit	Place metal in recycle metal dumpster
Diesel Rags	Various Locations	Mechanic activities	Non-Hazardous	Oily waste rag in clear bags w/yellow stripes.	Incinerated in Smart Ash unit	See "Ash" for management and disposal

Drained Diesel	Equipment Repair and Fab Shop	Draining diesel fuel and filters	Non-Hazardous when burned as off-Spec fuel	Place in "used oil" tank in the equipment repair shop and fab shop.	Burned for energy recovery in our clean burn multi-oil heating	
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Waste Stream	Location	Activity Generating Waste	Hazardous/Non-Hazardous	Safe Storage Practice	Disposal Method	PPE or Other Precautions
Oily waste (rags, absorbents)	Various Locations	Mechanic activities, equipment drips and leaks	Non-Hazardous	Oily waste rag WAA's lined w/clear bags w/yellow	Incinerated in Smart Ash unit	Collected daily. See "Ash" for management and disposal
paint Waste (rags, rollers, brushes, etc.)	Various Locations	Painting activities	Determine on per occurrence basis. Use MSDS or testing	If hazardous, store in the assigned area. If non-hazardous, no storage is required.	If hazardous, ship to assigned site for disposal. If non-hazardous, place in burnable dumpster.	Need to review MSDS, do analytical test, or use generator knowledge to make waste determination.
parts Cleaner Rags	Equipment Repair Shop	Cleaning parts	Non-Hazardous	Oily waste rag WAA's lined w/clear bags w/yellow stripes.	Incinerated in Smart Ash unit	See "Ash" for management and disposal
Scrap Metal	various Locations	Fabrication activities & house cleaning	Excluded Hazardous if recycled	Placed in recycle metal dumpster or metal only RAA's	Place in recycle metal dumpster	Eye Protection Gloves
Sodium Vapor/ Metal Halide Light Bulbs	Various Locations	Bulb replacement	Universal Waste	Place bulbs in their original container in the RAA.	Ship to assigned site for recycling or disposal	Label bulbs "Used Bulb" when put into RAA.
Tires	Various Locations	Replacement	Non-Hazardous	None	Place tires up to 20" rim diameter into dumpster.	
Toner Cartridges	Offices	Copiers, printers, fax machines	Non-Hazardous	Placed in original container in RAA	Ship to assigned site for recycling or disposal	Verify toner is expended before disposal.
Water Scrubber Filter & Absorbents	Equipment Repair Shop and Fab Shop	Filtering sump water in shops	Non-hazardous	None	Incinerated in Smart Ash unit	See "Ash" for management and disposal

Welding Rods	Various Locations	Welding activities	Excluded Hazardous	Placed in recycle metal I dumpster or metal only RAA's	Ship to assigned site for recycling or disposal	See "Scrap Metal" for waste stream management
Wood Waste	Various Locations	Various activities and shipping pallets	Non-Hazardous	Store on the far back corner of the pad or in the dump truck box if	Place in recycle wood dumpster	Pallets are refurbished and recycled when possible

General Office Safety

PURPOSE

To plan our work in such a manner as to prevent the accidents which are a potential within the office.

SCOPE

This section applies to all KDF operating units.

POLICY

Each employee will be instructed in general office safety procedures so as to reduce the number of office accidents.

GENERAL

Safety in the office, like anywhere else in the KDF organization, does not just happen. It is the result of planning and individual effort. Unfortunately, safety in the office is a somewhat neglected area, the assumption being that its accident potential is not as great as other areas of employee activity.

Accidents, however, do occur in offices regularly. Falls from office chairs or the painful bumps against open drawers or sharp edges of file cabinets, etc., do result in painful injuries. The following suggested procedures are for your consideration, in an effort to maintain your safe workplace.

LIFTING TECHNIQUES

- Know your strength - when in doubt make it a two-person job. Plan ahead; make certain you have a place to put the object.
- Be sure your footing is secure. Use arm and leg muscles, not your back. (This means keeping your back straight and the load close to your body).
- Grasp the object firmly - hold it so that your fingers will not be pinched if the load should shift, and be sure the load does not block your view while walking, and always remember to lift with your legs.
- Place the object down by using arm and leg muscles - rest one corner first so that hands do not get caught underneath.

PROPER DRESS

- Wear a safe work shoe. A closed toe gives protection while a sensible heel provides proper balance. Heels kept in good repair control slipping. And remember, jewelry can look pretty, but it's bad when it gets caught in equipment.
- Clothing, such as loose ties or baggy sweaters, can easily become caught in any kind of moving equipment.

FALLING OBJECTS

- Be sure your typewriter or computer is securely in place. Vibrations can cause it to perch at a dangerous angle without you realizing it. Elbow room is important. Think of all the items you can knock off your desk with your elbow (pens, pencils, staplers, paper clips, papers, thumbtacks all potential accident hazards).
- Narrow on top of wide/short on top of long. That is the secret of safe piling of telephone directories, papers, boxes, etc. And remember, sharp, pointed objects, when they fall, can become weapons as you grab for them.

TRIPS and FALLS

- Always close file and desk drawers after use.
- Keep the floors free of debris - even a rubber band can cause someone to trip. Use aisles and avoid shortcuts - wastebaskets, phone and extension cords could also be trip hazards.
- Watch your step; in other words "Heads UP!" Reading while you are walking can obstruct your vision.
- Wipe up wet spots - carry beverages in covered containers or on trays to prevent spills. Make your motto "If you spill it, wipe it up!" "If you drop it, pick it up!"
- Do not use rolling chairs as ladders (you want to reach; they want to roll)

LADDER ACCIDENTS

- Use a ladder, not a chair or drawer, when reaching for an object, and always face the front of the ladder, going up or coming down.
- Move the ladder rather than reaching out to the side and stay off of the top two steps. If the ladder will not reach, get a longer ladder.
- Be sure the ladder is on level ground and allow only one person on the ladder at a time. Always have someone hold the ladder while you are on it.

FILING and STORAGE ACCIDENTS

- Avoid overloading the top drawers of filing cabinets. Too much weight near the front of a drawer can cause overbalancing; thus the cabinet can tip forward.
- Always close one drawer before opening another. This could keep the filing cabinet from tipping over or it could keep your head from coming into painful contact with sharp edges.
- Close drawers gently by using the handles. Fingers get pinched if you use top or sides of drawers. Kicking bottom drawers to close them can result in bruised (sometime broken) toes and loss of balance.
- Do not struggle with stuck drawers or doors. That is how you can invite back injury.
- Do not leave chairs or boxes in aisles in front of file cabinets when they are not in use.

MACHINE ACCIDENTS

- Read instructions. Never use a machine that you do not know how to operate, and be sure mechanical guards are in place.

- Be alert for electrical hazards. Current can hurt! If a machine overheats, smokes, or sparks, or you feel a slight shock, pull the plug and report it. Always turn electrically operated machines off whenever you are about to:
 - () begin adjusting them;
 - () apply any type of liquid solutions;
 - () leave the machine for a long period of time or at the end of
 - () the work shift; and
 - () make any type of minor repairs to the machine.
- Always watch your clothing. Loose sleeves, scarves, belts, dangling jewelry, etc., are dangerous near moving parts.
- Check the position of your machines. See that typewriters, computers, duplicators, adding machines, etc., are firmly centered on the working surface.

CUTS and PUNCTURES IN THE OFFICE

- Keep pointed objects boxed separately in a drawer so they cannot stab you when searching for them.
- Staplers are a common source of injuries. Most occur when someone holds a thumb over the end of a jammed stapler and tries to test it.
- Razor blades are extremely dangerous. Only one-sided safety blades should be used if absolutely necessary. Always try to locate and use a safety-type knife instead.
- Envelopes and papers also cause severe cuts. Always try to use a rubber finger guard when working with stacks of paper. Use a sponge or sealing device to wet stamps and envelopes. Do not slide envelopes across your tongue to moisten the sealing glue.
- When handling broken glass, there is always a danger of cuts. Always sweep up pieces of broken glass instead of picking them up by hand. Glass splinters can also be picked up with damp facial tissues or paper towels.

FIRE HAZARDS

- Cigarettes and matches can also present a danger. If you are in an approved smoking area, have ashtrays handy. Keep butts and matches out of wastebaskets. Be certain cigarettes and matches are completely out before leaving them. Do not place a lit cigarette in the ashtray temporarily; if you must leave it, put it out! An unattended burning cigarette is asking for trouble.
- Flammable liquids can be extremely dangerous. When any flammable liquid is being used (it generally says flammable liquid on the container) no smoking is the rule! Rubber cement is highly flammable.
- Know where the nearest fire extinguishers are located. When fire or smoke is detected, follow standard operational procedures. And take the time to locate and learn the office's Emergency Action Plan. Knowing ahead of time what type of warning signals will be used to announce an emergency, and knowing your escape routes can save your life.

Subcontractor Policy

PURPOSE

To familiarize all KDF Subcontractors with the companies safety rules, procedures, and guidelines for controlling job site accidents and injuries.

SCOPE

This section applies to all KDF operating units, all contractors working on a subcontract to KDF, and all operating units utilizing subcontract labor.

POLICY

Each subcontractor will be expected to be aware of and comply with all local, state, and federal safety standards and regulations.

Each subcontractor will be furnished a non-controlled copy of The KDF Corporate Safety Manual and will be required to comply with those portions of the manual which deal with job site safety and health.

GENERAL

In many states, and under federal OSHA, KDF is responsible for the safety violations of its subcontractors. In addition, an injury to a subcontractor's employee could potentially expose KDF to a possible civil lawsuit. Therefore, coordination between the accident prevention activities of the subcontractor and those of KDF is a must if the objective of accident frequency reduction and lowered costs are to be achieved.

Prior to the commencement of any work on a KDF project, the subcontractor will ensure that all of their personnel, both supervisory and hourly, receive a safety and health orientation from either the KDF superintendent or another KDF supervisor on the project.

SUBCONTRACTOR RESPONSIBILITIES

The subcontractor will provide to the KDF superintendent on the project, their job supervisor's home address and telephone number so that they may be contacted after hours in case of an emergency involving the subcontractors work or equipment.

The subcontractor will ensure that their safety program is in compliance with all of the existing safety and health requirements of local, state and federal regulatory agencies. Where applicable, this may include, but not be limited to, hazard communication training, personal protective equipment training, respiratory protection training (including respirator fit testing), required medical examination and clearance, etc.

In addition to compliance with the safety requirements of all applicable regulatory agencies, the subcontractor is also responsible for explaining the KDF Safety Program to their employees and for securing compliance with them.

The subcontractor is responsible for all employees working for them and for all other persons calling on them or doing business with them while on a KDF job site.

Summary of Contractor Safety Rules

The following summary of some important accident prevention rules and work procedures apply to all KDF subcontractors while working on KDF projects:

Medical Facilities

Subcontractors must furnish their own first aid supplies, which are to be located in place where they are immediately available to their personnel. When requested, KDF will furnish the subcontractor with Emergency Telephone Number posters, which must be filled out and posted throughout the job site.

Accident Reporting

All subcontractor accidents are to be reported immediately to the KDF job site superintendent. In addition, a copy of each accident report prepared is to be provided to the KDF superintendent within 24 hours of the incident's occurrence.

Clothing

The subcontractor will be expected to comply with KDF's requirement for the wearing of appropriate construction-type clothing by all of their personnel.

The minimum work clothing that is acceptable for all KDF or KDF subcontractor employees working on an KDF construction site is long pants, good work shoes or boots, and a shirt that completely covers the workers shoulders and provides adequate protection against such hazards as concrete splash, abrasions to the skin, oil or grease spills, and slag from welding or cutting.

Personal Protective Equipment

Approved hard hats must be worn at all times when on the job site. Hearing protection must be worn in all areas of high noise levels. Safety goggles, safety glasses, face shields, etc. must be worn whenever the potential for eye injury exists. Appropriate respiratory protection equipment must be used when conditions warrant. Suitable protective clothing must be worn when required. All subcontractor employees working at unprotected heights must wear approved safety harness and properly attached safety lines.

Inspections

Subcontractors are required to conduct a daily safety check of each of the areas where their men are working and to report any unsatisfactory conditions to the KDF superintendent. Daily safety inspections are required on all KDF job sites. The daily inspections will be conducted either by the KDF superintendent or an individual whom the KDF superintendent has assigned to this responsibility. Subcontractors will be required to correct any unsatisfactory safety conditions created as a result of their operations within a reasonable period of time. If this is not done, violation procedures will apply.

Violation Procedures

When unsafe conditions or practices are observed by the KDF personnel, the subcontractor supervisor will be requested to correct them. If no action is taken within a reasonable length of time, a letter outlining the violation will be issued and submitted to the management offices of the subcontractor and KDF for appropriate action.

Electrical Equipment

Subcontractors are responsible for maintenance of their extension cords. Defective extension cords must be removed from service immediately. Subcontractors are expected to use ground fault circuit interrupters (GFCI) whenever possible, and will furnish a copy of their Assured Equipment Grounding Conductor Program to the KDF superintendent. Prior to working on electrical equipment, the subcontractor must make certain that all electrical circuits in the immediate vicinity of his work are appropriately protected or that they are either locked out or tagged out of service to assure that no one will accidentally energize the circuit.

Fire Protection

Gasoline and other flammable liquids must be kept in approved containers and storage requirements for quantities and types used must comply with local and federal regulations "NO SMOKING" signs must be posted in areas where flammable liquids are stored. The Subcontractor will be expected to enforce all "NO SMOKING" areas located on the job site. The Subcontractor will be expected to furnish the appropriate number, size, and type of portable fire extinguishers required for the job and to provide the necessary training to his personnel in their use. Fire extinguishers are not to be tampered with or removed from their assigned locations.

Housekeeping

Good housekeeping practices are extremely important, and subcontractors are responsible for housekeeping conditions in their respective work areas. Refuse and scraps should not be allowed to accumulate, particularly when they interfere with workflow or create additional fire hazards. Combustible materials must be placed in appropriate metal containers and not be permitted to accumulate in the work area.

USE OF KDF EQUIPMENT BY THE SUBCONTRACTOR

Subcontractor's will not be authorized to use any KDF Item of Equipment, including scaffolding, ladders, fall protection harnesses, personal protective equipment, respiratory protection, etc., unless the subcontractor completes an Indemnification Agreement with KDF prior to the use of such Equipment.

Project Safety Plans-Contractors and Subcontractors

Safety and Health Program

KDFs Safety and Health program is a comprehensive program which all employees are trained to understand and adhere to with regular opportunities for repeat training, program modification and audit. This will be amended to each individual project and the written program includes at a minimum the following:

1. An organization structure;
2. A comprehensive workplan
3. A site-specific safety and health plan which need not repeat the employer's standard operating procedures required in subsection (b)(1)(B)6. of this section;
4. The safety and health training program;
5. The medical surveillance program;
6. The employer's standard operating procedures for safety and health; and
7. Any necessary interface between general program and site specific activities.

The written program will be available to any contractor or subcontractor who will be involved in Hazardous waste operations as well as employees, employee's representatives, division representatives and to any personnel of federal, state or local agencies with regulatory authority over the project.

All subcontractors will be made aware of all emergency hazard procedures. Each subcontractor will be responsible for compliance of its employees with all local, state and Federal procedures.

Organization structure

A specific organization structure will be developed for each project with named personnel, contact details and lines of communication. The below is a generic example as a guide to what this may look like. Dependent on the size and scale of project this will vary but at a minimum will include contact details for each accountable person and a flow chart for all employees to follow ensuring communication is clearly understood. While the Project Manager has overall responsibility, it is the General supervisor who will be accountable for this development and its regular review and update throughout the project.

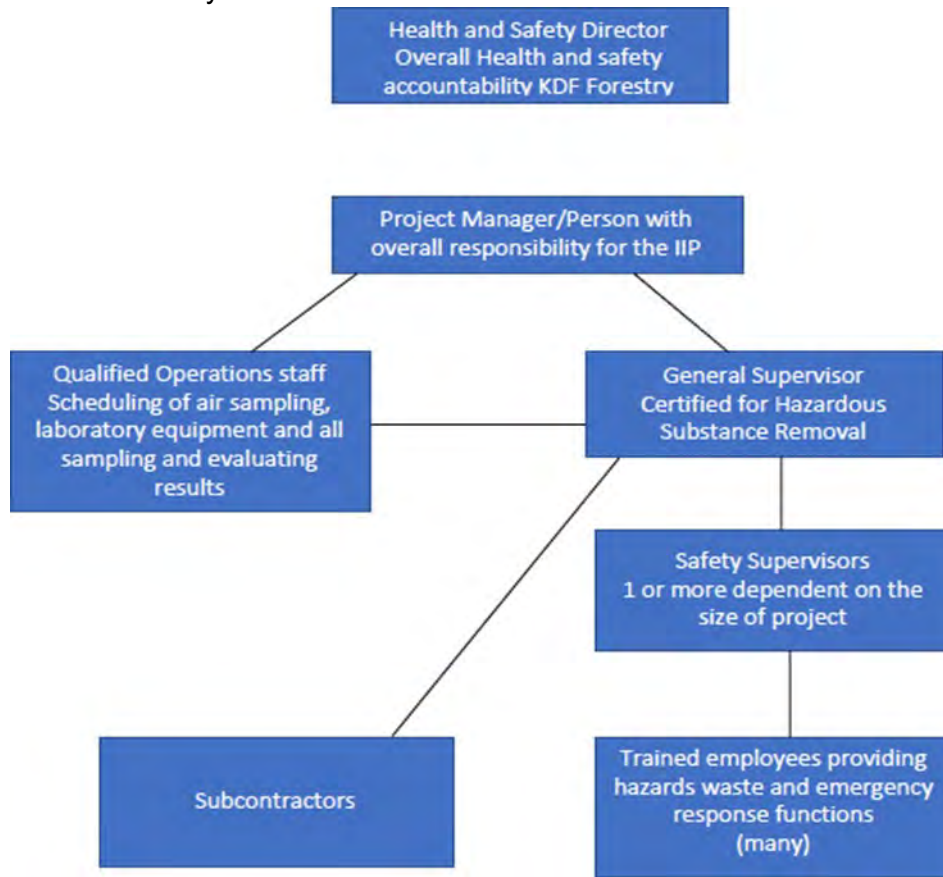
Accountability of Managers and Supervisors

KDF managers and supervisors are accountable for providing a safe work environment through proper staffing, training, equipment availability, and by setting a leadership

example for safety.

Annual performance reviews and incentive plans for managers and supervisors include assessments of project safety performance^{9,2} as well as the individual's demonstrated

attitude. All key staff must maintain a minimum OHSA certification annually.



Name	Role	responsibilities	Contact details
Director of Health and Safety			
Project Manager			
General Supervisor			
Operations Manager			
Safety Supervisor/Officer			
Subcontractors Safety leads			

Indemnification Rules for Use of KDF Equipment

WHEREAS, KDF is using, or will cause to be used, certain items of equipment for its own use and convenience, in connection with work performed at the _____ job site, and

WHEREAS, _____, a subcontractor to KDF, desires to use such items of equipment, for performing certain work at said location;

NOW, THEREFORE, in consideration of the premises and of the undertakings of the subcontractor hereinafter stated, KDF hereby consents to said use by the subcontractor of such items of equipment as are listed below, at the convenience of KDF, subject to and on the following terms and conditions:

- (a) That _____, subcontractor, agrees to indemnify and hold harmless KDF for any loss, damage and/or expense because of an injury to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation arising out of the existence, maintenance or use of such items of equipment by the subcontractor.
- (b) That the subcontractor further agrees (1) to insure the liability assumed in paragraph (a) above, in a reliable and acceptable insurance company, and (2) to maintain insurance in such an insurance company, providing the subcontractor with Workmen's Compensation and Public Liability insurance on the operations of the subcontractor at the premises described above and will furnish to KDF certificates of insurance to that effect.
- (c) That KDF will not and does not guarantee the safety or suitability of any of its items of equipment for the purposes of the subcontractor, nor does it agree to leave in place or to put in place any particular item of equipment at any particular time for another contractor's use. KDF makes no warranty or representation, express or implied, as to any matter whatsoever, including, without limitation, the condition of the items of equipment, its merchantability or its fitness for any particular purpose, and as KDF, the subcontractor uses the items of equipment "as is" except that KDF warrants that KDF will have, at the time of use hereunder of each item of equipment, title thereto. Solely

IN WITNESS WHEREOF, KDF and _____, subcontractor, have executed this instrument this _____ day of _____ (year) _____.

For KDF Corporation:

For Subcontractor:

(Signature)

(Signature)

(Title)

(Title)

LIST ITEMS OF EQUIPMENT:

Managing Subcontractors

Subcontractor safety is critical to successful project performance. Subcontractors are expected to comply with the provisions of this SSHP and the task-specific AHAs. Subcontractor safety performance on the job will be monitored and substandard practices and conditions will be immediately addressed.

Furthermore, subcontractor safety performance will be evaluated in the by the KDF Subcontractors manager to ensure ongoing safety. Subcontractors who perform work for KDF under this Health and Safety policy are responsible for the health and safety of their employees. The presence of a KDF health and safety officer and Health and Safety Plan does not relieve subcontractors of their responsibilities under the Occupational Safety and Health Act as employers

Example Subcontractors listing, debris removal project

Role	Subcontractor
Asbestos abatement	TBC
Traffic Control	TBC
Labor staffing	TBC
Septic tank abatement	TBC
Air Monitoring	TBC
Debris, contaminated soil, ash removal and re-scape	TBC
Debris, contaminated soil, ash removal and re-scape	TBC

Comprehensive Work Plan

A comprehensive work plan will be developed in conjunction with the Project Manager and project team and agreed and communicated to all relevant parties, to include clients, clients representatives, subcontractors and government representatives.

At a minimum this work plan will address the following and be reviewed regularly to ensure it is fit for purpose:

- The comprehensive work plan part of the program shall address the tasks and objectives of the site operations and the logistics and resources required to reach those tasks and objectives
- The comprehensive work plan shall address anticipated clean-up activities, as well as normal operating procedures, which need not repeat the employer's procedures available elsewhere.
- The comprehensive work plan shall define work tasks and objectives and identify the methods for accomplishing those tasks and objectives.
- The comprehensive work plan shall establish personnel requirements for implementing the plan.
- The comprehensive work plan shall provide for the implementation of the training

required

- The comprehensive work plan shall provide for the implementation of the required informational programs required

- The comprehensive work plan shall provide for the implementation of the medical surveillance program described in later sections

Site Specific Safety and Health Plan

The site safety and health plan will be kept onsite and will cover potential safety and health risks to all phases of the project and include any actions and procedures required to mitigate these risks. This will be developed and reviewed to be project and site specific and will include at a minimum the following:

- A safety and health risk or hazard analysis for each site task and operation found in the work plan.

- Employee training assignments to assure compliance with key training requirements

- Personal protective equipment (PPE) to be used by employees for each of the site tasks and operations being conducted as required by the personal protective equipment program in future sections

- Medical surveillance requirements in accordance with the program in future sections

- Frequency and types of air monitoring, personnel monitoring, and environmental sampling techniques and instrumentation to be used, including methods of maintenance and calibration of monitoring and sampling equipment to be used.

- Site control measures in accordance with the site control program

- Decontamination procedures

- An emergency response plan meeting the requirements for safe and effective responses to emergencies, including the necessary PPE and other equipment.

- Confined space entry procedures.

- A spill containment program meeting the requirements

Prior to any site activity the site specific safety plan will be briefed to all key personnel to ensure that the plan is being followed. Where the project/site involves hazardous substance removal work then a pre-job health and safety conference will be held ahead of any work starting. This meeting will include all relevant personnel including KDF management, employees as well as the contracting agency and any other relevant personnel.

In order to ensure that health and safety plans are being adhered to regular inspections of sites will be carried out by KDF safety supervisors. The results of these inspections will be recorded and will feed into overall risk assessment plans.

Site Analysis

Full analysis of sites will be carried out in order to develop a robust health and site safety plan and to ensure appropriate controls are in place to protect employees.

Site Preparation

Site will be prepared in line with site analysis and hazard determination and this will differ from project to project but may include activities such as:

- Area marking or zoning to highlight hazard
- Sanitation provision
- decontamination area where needed
- Safety fencing
- Identification containing of structural hazards
- Ash debris wetting if needed

Utility Lines

Utility lines will be avoided by ensure that all employees keep safe distance as outlined in our fire health and safety plan. A minimum of 10ft distance must be kept between equipment, tools and personnel and utility lines. Should an incident arise with power lines, all employees will have received training on what to do and what not to do and this information will be available on all job sites and within in all emergency response plans.

Traffic Control

Safe traffic control is an essential part of a debris removal operation and all traffic activities will take place in line with applicable state regulations. Traditional methods including signals, cones, barricades and flagging teams will be utilized to ensure that other employees and member of the public are kept safe during debris operations.

All Traffic control staff will be appropriately trained both off site and through KDF TCP procedures and will attend a daily meeting to ensure they are positioned in the right areas.

A specific traffic control plan will be provided for each project to enable advance communication with local areas on road closures and potential disruption ahead of time.

Roles and Responsibilities

All employees must:

- Comply with all requirements in this health and safety Plan Summary. Failure to do so may result in termination from the project.

- Not work under the influence of drugs or alcohol. Use of alcohol or illegal drugs during work hours is prohibited.
- Work in a respectful and professional manner. Be courteous to all colleagues and members of the public.
- Not engage in physical altercations. No aggressive or abusive behavior will be tolerated.
- Refer all questions from the media or public to the designated Contract Manager.
- Remain outside of the working radius of all vehicles and construction equipment. Get operator's attention and be sure machine is stopped before approaching.
- Report all incidents, no matter how minor, to the crew foreman or supervisor immediately

Foremen:

- Conduct a morning on site meeting each day with your crew. Review the daily plan, Traffic Control Plan, safety requirements, any incidents from the day before, and any alerts issued by KDF or the client
- Have all paperwork available for inspection, including
 - Site assessment report
 - Activity Hazard Analysis
 - Daily report and register
 - Daily Equipment inspections
 - Emergency phone numbers and routes to nearest medical facility
 - Site safety data
- Inspect the work area. Make sure hazardous materials and municipal solid waste are not mixed with ash and debris. Contact KDF Supervisor if wastes are not adequately segregated.
- Establish site zones and tools to brush and rinse boots, clean face and hands, bags to contain disposable PPE, shade cover, access to drinking water.
- Ensure all equipment is inspected and in safe condition.
- Check that all safety and hygiene provisions are available and adequate for the day.
- Ensure crews have a spill kit, a First Aid Kit, fire extinguishers, traffic cones, appropriate signage Level D/C PPE.
- Ensure sure all personnel are alert and physically fit for duty.
- Do not assign or allow unqualified personnel to operate equipment.
- Report all incidents immediately to the KDF Supervisor for your operation.
- Enforce all safety requirements.

Truck Drivers and Support Personnel:

- Ensure trucks and trailer are not overloaded. Loads must not extend beyond the sideboards.
- Ensure Loads are covered. This must be performed from the cab, the ground, or an approved platform such

as a tarping scaffold or an elevating workplatform (JLG lift, scissor lift, etc.). Tarping from on top of the load is not allowed

- Obey designated speed limits and all other traffic laws and signs.
- Follow the instructions of flag persons and spotters.
- Inspect your vehicle daily. Repair defects before placing the vehicle into service.
- Do not idle your truck while being loaded or tarped. Engine must be off and emergency brake engaged.
- When outside your truck you must wear Level D PPE. If not, remain inside your truck cab with window up.
- Wear your seat belt.
- Do not use your cell phone while driving for any reason
- Do not stand next to the trailer when being loaded or when dumping.
- Do not allow riders, except in seats, with seat belts fastened.
- Chock the wheels when stopped for loading or unloading on an incline.

Equipment Operators:

- Keep equipment, booms, tools and loads 10 ft away from power lines.
- Inspect equipment daily. Repair defects before placing the equipment into service.
- Check area behind you for people and property before backing up.
- Obey signals from flag persons and spotters.
- Stop immediately on hearing emergency alarm such as air horn or police whistle.
- Do not overload trucks.
- Avoid loading unacceptable material. Do not load municipal solid waste, household hazardous waste, tires or electronic items with ash and debris.
- Do not mix friable asbestos, or large quantities of non-friable asbestos with C&D debris.

Flag persons:

- Understand the TCP for the day. If you are not sure, ask the foreman.
- Position yourself safely, well away from operating equipment and on the side of the direct traffic route.
- Position trucks to be loaded so that loading equipment can maintain a buffer zone of 10 ft from all power lines.
- Stay at your position until relieved by another flagger or your foreman.

- Signal motorists in a clear and confident manner.
- Do not engage in arguments with residents or motorists.
- Communicate clearly with other flag person. Be sure you have a workable method of communicating with your partner.
- If motorists violate traffic restrictions and enter the work zone, use the air horn or police whistle to warn operators to stop equipment, and laborers to clear the roadway.

Chain saw and Chipper Operators:

- Always use two hands and keep a firm grip of the chainsaw using thumbs to fully encircle the saw .
- Starting from ground- Make sure chain brake is engaged and place the chainsaw on a firm ground or other solid surface in an open area.
- Stand to the side of the cutting path of the chainsaw.
- Do not overreach or cut above shoulder height.
- Use caution when handling fuel, move chainsaw at least 10 ft from fueling point before starting engine.
- Allow chainsaw to cool down before refueling
- Do not allow other persons to be near chainsaw when starting or cutting with the chainsaw.
- Do not start cutting until you have a clear work area, are secure and stable in your position and have a planned path away from the falling tree.
- Stand clear of Chipper feed and discharge area.
- Feed limbs while standing to the side
- Do not feed metal or other non-wood items.
- Do not wear loose fitting clothing or any jewelry or lanyard around the neck.
- Use push sticks to move material into chipping chute and blades.
- Mechanical feed systems must have an emergency power shutoff and reversing device within easy reach of the operator.
- Do not attempt to pull limbs or debris back out of chipper.
- Turn off equipment before working on it.

Laborers:

- Position yourself well away from operating equipment and where operators can see you and never work behind a piece of loading equipment.
- Use water hose to keep all ash debris and concrete wet during handling and loading.
- Do not reach into piles where you can't see sharp objects or animals that may be there.
- Do not dry-sweep debris that might contain asbestos materials.
- Handle debris with tools, like shovels, brooms and grabbers and not with your hands, whenever possible.
- Wear the required PPE.
- Do not wear disposable coveralls outside the site area. Decontaminate before leaving the site

Responsible Person

The duties of the Jobsite Responsible Person are to:

1. Identify and evaluate workplace hazards, to include procedures for investigating occupational injuries and illnesses.
2. Establish and/or review methods and procedures for correcting unsafe and unhealthy conditions and work practices.
3. Ensure that employees receive training programs on general and specific safety and health practices for the company and on each of their job assignments
4. Ensure that there is a procedure for communicating to employees, in an understandable manner, safety and health rules and procedures.
5. Ensure compliance with safety and health work practices.
6. Ensure that records on training, inspections, and corrective measures are properly maintained, as required by this Safety Manual.

See organizational structure section for further details of specific lines of communication.

Personal protective equipment (PPE)

KDF will ensure that appropriate PPE is provided and used during initial site setup and that a PPE plan is developed to cover each site and each job role dependent on the level of hazards.

Based on preliminary site evaluation, an ensemble of PPE shall be selected and used during initial site entry which will provide protection to a level of exposure below PELs and published exposure levels for known or suspected hazardous substances and health hazards and will provide protection against other known and suspected hazards identified during the preliminary site evaluation.

Workers will be trained in the proper use of and be able to demonstrate their understanding of proper PPE regarding the selection, limitations, use, inspection and testing, proper care including maintenance, storage and disposal. Regular training of employees shall be conducted whenever it is believed that the worker does not have the understanding or skill required for the use of the PPE.

task shall be provided to the relevant level

Task	PPE level
Mobilization/Demobilization	D
Debris removal/Loading	C
Soil sampling	D
Erosion Control	D
Vehicle removal	D

Ongoing monitoring will be carried out to ensure that risks are understood, managed and that any change in risk level are dealt with appropriately. For more detail on PPE see future sections below.

Accident, Injury, Illness, Chemical Spill and Property Damage Investigation

When accidents, injuries, or illnesses occur on the job, which require medical care, they will be thoroughly investigated by the Jobsite Responsible Person and the direct supervisor of the injured employee.

Investigators will complete the Accident Investigation Report. The investigation will determine at least the following (if known):

1. Who and what was directly involved in the accident.
2. Who and what was indirectly involved in the accident.
3. Where and when the accident occurred.
4. The cause of the accident.
5. Steps and procedures to prevent reoccurrence.

Visitors, Consultants and Contractors Safety

PURPOSE

To define minimum company requirements and responsibilities for KDF operations to assure the safety of employees, subcontractors, and visiting outside personnel.

SCOPE

This section applies to all KDF operating units.

POLICY

A contract must be maintained which includes requiring all subcontractors and consultants to comply fully with KDF's Corporate Safety Manual, all Regulatory Agency Standards, and all local, state, and federal regulations.

DEFINITIONS

Active Areas: Any areas in which there is a potential for exposure to hazardous materials or activity. These areas include, but are not limited to, restricted areas, areas where hazardous operations are being conducted, exclusion and decontamination zones, process areas, hazardous waste storage areas, and any area defined as an "Active Area" by either KDF or its customer.

Subcontractor/Contractor: Any person or employee, who is not employed by KDF Corporate or an KDF Operating Unit, and who is covered by a site-specific contractual agreement to perform specific work activities at an KDF facility or KDF field operation.

Employer Visitor: A KDF employee or contract employee who is visiting the KDF facility or KDF field operation on Company business, such as a Regional Manager or a contract air monitoring technician.

Non-Employee Visitor: Non-company personnel who are not covered by a site-specific contractual agreement to visit or perform specific activities in an active area of the job site. This may include vendors, representatives or employees of local, state, or federal regulatory agencies, a representative of the customer, or operators of third party commercial motor vehicles.

Visitor: A general term used to describe a contractor, employee visitor, or nonemployee visitor.

REQUIREMENTS and RESPONSIBILITIES

Unescorted visitors should participate in a documented orientation. Content of the training will be dependent on the type of visit and the areas to be entered; generally the training should consist of:

- general information about the facility or site, processes, operations and history;
- site safety rules and requirements associated with entry to the active areas; and
- emergency action procedures for visitors

General

Each Operating Unit should develop and implement a standard operating practice, which defines the site-specific visitor safety requirements consistent with the requirements of this procedure.

Each Operating Unit, KDF facility, or project job site should maintain a supply of clean hard hats and safety glasses for use by visitors. Unless the visitor is a KDF employee with the proper OSHA and State required documentation, this is the only type of protective equipment that should be provided to the visitor.

A means to visibly identify visitors must be developed, such as badges, color-coded hard hats, etc.

Each facility or job site should anticipate emergency situations, which require visitor maintenance personnel to enter an active area, and to develop a plan of action which assures communication of hazards, personnel protection, contractual agreements, and oversight of the activity.

Visitor vehicles must not be allowed in active areas without specific permission of the facility or job site superintendent.

Non-Employee Visitor

All non-employee visitors should be precluded from entering all active areas of the job site. Regulatory personnel or authorized representatives of the owner or general contractor should only be permitted into areas requiring personal protective equipment and respiratory protection if they possess current documentation of training as required by local, state, and federal regulatory agencies and possess the necessary personal protective equipment to enter the area.

Employee Visitors

Employee visitors should not be permitted to enter active areas unless they possess documentation that they are trained as required by the site and OSHA regulations. KDF can only provide limited personal protective equipment to Company employees.

Employee Visitors should be escorted in the active areas unless otherwise stated by the project manager. Visitors, who are not escorted, must be familiar with and follow site safety rules and regulations, operating procedures, and emergency action plans.

FIREARMS and SUBSTANCE ABUSE

The policy of KDF regarding illegal drugs and controlled substances, alcoholic beverages, and firearms is contained within KDF's Illegal Drugs, Alcohol & Firearms Policy for Subcontractors, a copy of which is included within this section.

SUBCONTRACTORS

Each Operating Unit will maintain a written description of the requirements for contractors. The program must contain at least the following:

- A description of the site rules for safety and the personal protection requirements for subcontractors;
- A description of the means used to pre-qualify the contractor prior to signing the contractual agreement. Prior to contracting the services of a subcontractor or consultant to perform work at an KDF facility or job site;
- A requirement that the job site designate a KDF individual responsible for the subcontractor's activities and addressing contractor concerns. All questions, suggestions, and requirements should be conveyed to the subcontractor through this individual. In the case of imminent danger situations, all subcontractor activity must stop immediately and remain stopped until the KDF contact is notified and corrective measures implemented;
- A contract must be maintained which includes requiring contractors to comply with all job site safety rules and regulations as well as Regulatory Agency Standards and a completed Subcontractor's Safety Declaration form a copy of which is included in the section.
- A requirement that the site-specific orientation be provided to the subcontractor which includes site/area specific safety rules and regulations, potential hazards, accident/incident reporting procedures, and emergency action plans and procedures.

Reporting

All injuries, accidents, and incidents involving damage to property, spills, fires, theft or loss of equipment incurred by a subcontractor or involving subcontractor employees on KDF premises or while performing work for KDF, must be reported to the KDF contact individual in writing before the end of the next work shift. All OSHA reporting and recordkeeping for the subcontractor's employees will be the sole responsibility of the subcontractor and will not use KDF forms in completing incident reports.

Heat Stress Program

PURPOSE

There are a number of steps that can be taken, either alone or in combination with others, to reduce and control the hazards of heat stress in the workplace. These guidelines are designed to aid in that task.

SCOPE

This section applies to all KDF operating units.

POLICY

Occupational heat-related disorders and accidents must be prevented. Although OSHA does not have a specific standard on heat exposure at this time, a heat stress program will be implemented whenever a heat stress environment exists. If preventive measures are not effective, worker monitoring and control measures will be implemented.

GENERAL

Although no one questions that there is an association between heat stress and occupational accidents, it is difficult to predict just who will be affected and when. Two people can work at the same job, under the same conditions, and while the heat will affect one, the other will not. Age, weight, physical fitness, metabolism, alcohol or drug use, and medical condition are some of the determining factors affecting a person's sensitivity to heat and susceptibility to heat disorders. Even the type of clothing worn must be considered. In addition, the measurement of a hot environment involves more than just measuring the ambient air temperature: radiant heat, air movement, and relative humidity are all factors that must be determined.

Heat-induced occupational illnesses, injuries and reduced productivity occur in situations in which the total heat load exceeds the capacities of the body to maintain normal body functions without excessive strain. Many of the bodily responses to heat exposure are desirable and beneficial. However, at some level of heat stress, the worker's compensatory mechanisms will no longer be capable of maintaining body temperature at the level required for normal body functions. As a result, the risk of heat-induced illnesses, disorders and accidents substantially increases.

HEAT DISORDERS

Heat stress causes body reactions, and as we have mentioned above, there are four environmental factors that affect the amount of stress a worker faces in a hot work area: temperature, humidity, radiant heat (such as from a furnace or live steam pipes), and air movement. The body reacts to high external temperature by circulating blood to the skin, which increases skin temperature and allows the body to give off its excess heat through the skin. However, if the muscles are being used for physical labor, less blood is available to flow to the skin and release the heat.

Sweating is another means the body uses to maintain a stable internal body temperature in the face of excessive heat. However, sweating is effective only if the humidity level is low enough to permit

evaporation and if the fluids and salts lost are adequately replaced. Of course there are many steps a person might choose to take to reduce the risk of heat stress, such as moving to a cooler place, reducing the work pace or load, or removing or loosening some clothing. But this is not always practicable or possible during the work situation.

If the body cannot dispose of excess heat, it will store it. When this happens, the body's core temperature rises and the heart rate increases. As the body continues to store heat, the individual begins to lose concentration and has difficulty focusing on a task, he may become irritable or sick, and often loses the desire to drink. The next stage is most often fainting and then possible death if the person is not removed from the heat stress environment. The heat disorders listed here and in Table 1, can pose special hazards to a worker's safety and health:

Heat Stroke

Heat stroke, the most serious health problem for workers in hot environments, is caused by the failure of the body's internal mechanism to regulate its core temperature. Sweating stops and the body can no longer rid itself of excess heat. Signs include: mental confusion, delirium, loss of consciousness, convulsions or coma; a body temperature of 106° or higher; and hot dry skin which may be red, mottled or bluish. Victims of heat stroke will die unless treated promptly and correctly. Even while medical help is being called, the affected worker must be removed immediately to a cool area and his/her clothing soaked with cool water. The worker should be fanned vigorously to increase cooling. Prompt first aid can prevent permanent injury to the brain and other vital organs.

Heat Exhaustion

Heat exhaustion develops as a result of loss of fluid through sweating when a worker has failed to drink enough fluids or take in enough salt or both. The worker with heat exhaustion still sweats, but experiences extreme weakness, giddiness, nausea or headache. The skin is clammy and moist, the complexion pale or flushed and the body temperature normal or slightly higher. Treatment is usually simple: the worker should rest in a cool place, and drink liquids. Severe cases, involving workers who vomit or lose consciousness, may require longer treatment under medical supervision.

Heat Cramps

Heat cramps, which are painful spasms of the bone muscles, are caused when workers drink large quantities of water but fail to replace their body's salt loss. Cool, electrolyte replenishing drinks are readily available and make excellent beverages to prevent heat cramps. These drinks should be available on all job sites and workers should be encouraged to consume them.

Heat Fatigue

Heat fatigue or fainting may be a problem for the worker who is not acclimatized to a hot environment, even though that worker may do nothing but stand still in the heat.

Victims usually recover quickly after a brief period of lying down and receiving something cool to drink. Moving around, rather than standing still, will usually reduce the possibility of fainting.

Heat Rash

Heat rash, also known as prickly heat, may occur in hot and humid environments where sweat is not easily removed from the surface of the skin by evaporation. When extensive or complicated by infection, heat rash can be so uncomfortable that it inhibits sleep and impairs a worker's performance or even results in temporary total disability. Resting in a cool place and allowing the skin to dry can prevent it.

Medical Conditions Aggravated By Exposure to Heat

Workers who have heart or Circulatory diseases, or those who are on "low salt" diets, pose a very severe problem for working in a high heat stress environment, and should consult with their family physicians prior to working in this type of environment.

A HEAT STRESS PROGRAM - WHEN TO IMPLEMENT

The incidence of heat stress is the result of a variety of factors. The following guidelines contain some of the many factors which may require a heat stress program evaluation and/or program implementation:

- Ambient temperature
- Humidity
- Type of work required - the metabolic heat generated during heavy, moderate or light work.
- Required work clothing - the potential for heat stress increases as the impermeability of the work clothing increases.
- Employee symptoms and/or complaints.
- Employee conditioning and/or acclimatization.

Whenever it has been determined that a heat stress environment exists; then heat stress preventive measures must be implemented. If the heat stress preventive measures are not successful, then worker monitoring will commence. Worker monitoring, will reduce heat stress related injuries by adjusting the work/rest regimen to compensate for the hot environment.

HEAT STRESS PREVENTIVE MEASURES

Heat stress is the combination of environmental and physical work factors that constitute the total heat load imposed on the body. One of the best ways to reduce heat stress on workers is to minimize the amount of heat in the workplace. However, there are some work environments where heat production is difficult to control, such as steam lines that cannot be shut down, high temperature or humidity work sites, and radiant heat from the sun or a furnace. However, most heat related health problems can be prevented or the risk of developing them reduced.

When unacceptable levels of heat stress occur, there are generally only six approaches to a solution:

- modify the environment;
- modify the clothing or equipment;
- modify the work practices;

- modify the worker by heat acclimatization;
- modify production with a work/rest regimen; and
- modify the worker's knowledge of working in a hot environment.

Engineering Controls

A variety of engineering controls, including ventilation and spot cooling by local exhaust ventilation at points of high heat production, may be helpful. Shielding may be required as protection from radiant heat sources. Evaporative cooling and mechanical refrigeration are other ways to reduce heat by engineering controls. The use of extra Air Filtration Devices (AFD) can be added to increase the turnover rate of interior air and heat. Take-off points at the top of the enclosure will also help in removing heat. Cooling fans can also reduce heat in hot conditions. Shutting down hot steam lines or eliminating steam leaks will also help, as will equipment modifications, such as the use of mechanical equipment to reduce manual labor.

Administrative Controls

There are many times when engineering and other controls are not practical, and administrative controls must be instituted for worker protection. One administrative control is limiting the work time by prescribing a stay time based on the work, environment, and clothing requirements. Stay times are generally selected to be conservative because they are (1) based on approximations of the heat stress and (3) designed to protect most workers. As a result, most workers can work beyond the stay time, and some workers can go much longer.

Work Practices

Work practices, such as providing a period of acclimatization for new workers and those returning from two weeks of absence, can help reduce the risks of heat disorders. Making plenty of drinking water available at the workplace and urging workers to drink as much as possible both before going into containment and after leaving containment is another method used to reduce heat stress. In high heat stress environments, an employee can lose as much as one quart of liquid per hour. Wherever possible, some type of product that has been formulated to replace the electrolytes and match the weight of the body fluids lost by the sweating process should be used. This is necessary to enable the body to quickly absorb replacement minerals. Products of this type include Quickkick, Sqwincher, and Gatorade.

Training supervisors to recognize and be able to correctly treat heat stress disorders is absolutely essential. Prospective workers' physical conditions should also be considered when determining their fitness for working in a hot environment. Older workers, obese workers, and those workers taking some type of medication are usually at a greater risk.

Acclimatization

Acclimatization to the heat through short exposures followed by longer periods of work in the hot environment can reduce heat stress. New employees and workers returning from an absence of two weeks or more should have a five-day period of acclimatization. This period should begin with a less than normal workload and time exposure on the first day and gradually build up to normal workload and exposure on the fifth day.

Employee Training

For both employees and supervisory personnel, heat stress training is the key to good work practices. If all employees do not understand the reasons for using appropriate work practices to prevent heat stress, the chances of this program succeeding are greatly reduced. A good heat stress training program for employees should cover at least the following components:

- Knowledge of the hazards of heat stress.
- Recognition of predisposed factors, danger signs, and symptoms.
- Awareness of first-aid procedures for and potential health effects of heat stress.
- Employee responsibilities in avoiding heat stress. Dangers of the use of drugs, including therapeutic ones, and alcohol in a hot work environment.
- Proper use of protective clothing and equipment.
- Purpose and coverage of environmental and medical surveillance programs and the advantages of worker participation in such a program.
- The importance of maintaining body fluids at normal levels.
- The benefits and factors of acclimatization.
- The components of the heat stress program.

HEAT DISORDERS

Disorder	Symptoms	Predisposing Factors	Treatment	Prevention
Sweat Rash (prickly heat)	Tiny red and patchy blisters on skin.	Unrelieved exposure to humid heat and continuously sweaty skin	Clean and dry the skin, apply mild drying lotions, and institute work-rest regimen.	Allow skin to dry in cool place before re-exposure.
Heat Cramps	Painful spasms of arm, leg, and stomach muscles.	Heavy sweating during hard work; loss of body salt.	Drink salted liquids; give intravenous infusion for quicker relief. SALT TABLETS SHOULD NOT BE USED	Ensure adequate salt intake
Heat Fatigue	Impaired performance of skilled, sensor, motor, mental, or vigilance jobs.	Lack of acclimatization; occurs more frequently among unskilled employees.	No specific recommendations unless accompanied by other heat illness.	Acclimatization and training for work in hot environments.
Heat Exhaustion	Fainting, blurred vision, fatigue, nausea, headache, giddiness; clammy moist skin; pale facial color.	Sustained exertion, lack of acclimatization; dehydration.	Remove to cooler area; have victim rest in a recumbent position with knees raised or in a seated position with head down; have victim drink salted liquid or ingest small quantities of semi-liquid food. EVERY HEAT EXHAUSTION CASE SHOULD BE TREATED AS A POTENTIAL HEAT STROKE CASE.	Acclimatization; intermittent activity; ensure adequate salt intake.
Heat Stroke	Confusion, irrational behavior, loss of consciousness, convulsions, extremely high body temperature (104°F) and rising. CONDITION FATAL IF TREATMENT DELAYED. Other signs: Partial or complete failure of sweating mechanism, hot dry skin (usually red, mottled or cyanotic).	Sustained work in heat by un-acclimatized workers; lack of physical fitness; obesity and recent alcohol intake; dehydration; chronic respiratory disease.	Call for MEDICAL ASSISTANCE IMMEDIATELY. Move patient to cool area; meanwhile, initiate immediate and rapid cooling in chilled water while administering massage or wrap patient in wet sheet and fan vigorously with cool dry air.	Medical screening of all heat exposed workers, selection based on health and physical fitness; acclimatization for 5-7 days by graded work and heat exposure; monitoring of workers during sustained work in severe heat.

PERMISSIBLE HEAT EXPOSURE THRESHOLD LIMIT VALUES

(Values are given in degrees Fahrenheit WBGT)

	WORKLOAD		
Work-Rest Regimen:	Light	Moderate	Heavy
Continuous	86.0	80.1	77.0
75% Work, 25% rest each hour	87.1	82.4	78.6
50% Work, 50% rest each hour	88.5	85.5	82.2
25% Work, 75% rest each hour	90.0	88.0	86.0

Heat Illness Prevention

The Project Superintendent will ensure that the procedures set forth in this policy are followed. Job specific requirements, controls and procedures should be included in the site-specific safety plans, Injury and Illness Prevention Program and job hazard analysis.

WATER

All employees will have access to potable drinking water onsite. This will be achieved by issuing each worker a water container exclusively for their personal use. In addition, water containers for crews will be used to ensure that an adequate supply of water is available. Someone will be assigned to check the water containers for the crews frequently and ensure they are stocked with water and disposable cups. This person will also be responsible to ensure the containers are kept clean and in a sanitary condition. Water containers issued to each employee are the responsibility of the worker. Potable water will be provided at the project; however, it is their responsibility to replenish their containers and to keep them clean. Employees will be encouraged and reminded of the importance of frequent water consumption.

Potable water will be available and readily accessible in quantities sufficient for all workers and will be replenished throughout the day. Common water containers must have single use cups with a garbage can by the water container. It is important that the water be kept reasonably cool and readily accessible to the workers.

Workers and supervisors should be trained in the frequent cleaning of water containers for worker hygiene and health.

This project will have potable drinking water available at the jobsite office.

Where unlimited drinking water is not immediately available from a plumbed system or otherwise continuously supplied, enough water for every employee to be able to drink one quart of water, or four 8-ounce cups, per hour will be supplied. The water must always be cool, and in very hot weather it is recommended that ice be kept on hand to keep the water cool.

SHADE

Employees must have access to shade when the employee feels it is necessary for a recovery period. Good examples for shade include office trailers with air conditioning, buildings, temporary covers, tents, umbrellas, etc. Shaded areas must be open to air or have a ventilation system that cools the area as needed. As a general rule, while in a shaded area, one should not be able to cast a shadow and the temperature should be cooler than the outside work area. It is advisable to have shade present even when temperatures do not exceed 85 degrees.

As a minimum these trigger temperatures will be used. Shade will always be available but must

be “up” from the start of the shift if the predicted temperature is predicted to exceed 85 degrees or reaches 85 degrees at any point of the day. The source of shade must be readily accessible to employees.

When preplanning shade, supervisors must consider that at least 25% of employees onsite must be able to be under the shade without touching each other and sitting comfortably (not on the soil). In some cases, the source of shade will be inside the building being constructed if it meets the requirements of the shade provision.

Workers will have access to shade at the jobsite shade tent.

Workers will be encouraged to take a cool-down rest in shaded areas by discussing the importance of these breaks at safety meetings, job hazard analysis meetings and at safety task assignments. Shade areas will be placed around the site to effectively offer shade areas to employees that are convenient to access.

HIGH HEAT PROVISIONS

High heat provisions must be implemented when the temperature exceeds 95 degrees Fahrenheit. These procedures include:

- Effectively communicate with the employees you supervise to ensure they are not experiencing any signs or symptoms of heat illness.
- Observe employees for signs and symptoms of heat illness.
- Remind employees to drink water and take frequent breaks when needed.
- Closely supervise employees for the first 14 days of high temperature since people need time to acclimate.
- Increased frequency and discussion of heat stress prevention training

MONITORING THE WEATHER

When it is anticipated that temperatures will reach or could reach 85 degrees Fahrenheit, assign someone to monitor the weather using this website: www.nws.noaa.gov. Communicate weather forecasts and conditions to the Project Superintendent so they can ensure shade is up and available if necessary and that high heat provisions can be implemented if needed. An area should be designated in the jobsite office to print the forecast so it is readily available to jobsite staff.

TRAINING

It is the responsibility of the Superintendent to ensure that all employees are retrained in heat illness. Superintendents will be trained with the assistance from CPR/First Aid courses, jobsite specific training, <http://www.dir.ca.gov>, tailgate meetings, and other methods as may be applicable. This training will be documented on the tailgate meeting form. Additional training

will be conducted as required and when employees are first hired.

The following are minimum requirements for heat illness training:

All employees should be trained in the following areas upon initial hire. Retraining and refresher training should be provided at least annually and as needed.

- Environmental and personal risk factors for heat illness
- Procedure for identifying, evaluating, and controlling exposures to the environment and personal risk factors for heat illness
- The importance of frequent consumption of small quantities of water, up to 4 cups per hour under extreme conditions of work and heat
- The importance and considerations for acclimatization
- The importance of proper hydration
- The importance of adequate shade
- The location of water and shade
- Proper caloric intake throughout the day as well as the effects of alcohol, caffeine and nicotine
- The different types of heat illness and the common signs and symptoms of heat illness
- The importance of immediately reporting to the employer, directly or through the employee's supervisor, symptoms or signs of heat illness in themselves, or in co-workers
- The employer's procedures for responding to symptoms of possible heat illness, including how emergency medical services will be provided should they become necessary
- Procedures for contacting emergency medical services, and if necessary, for transporting employees to a point where they can be reached by an emergency medical service provider
- How to provide clear and precise directions to the worksite

In addition to those training items above, all supervisors must be trained in the following:

- The procedures the supervisor is to follow to implement the applicable provisions in this section
- The procedures the supervisor will follow when an employee exhibits symptoms consistent with possible heat illness, including emergency response procedures
- How to monitor the heat and temperature
- How and when to properly acclimate the workers

PROTECTION FROM THE SUN

Workers should be encouraged to protect themselves from sun damage. Protection may include: sunscreen, visors for hardhats that are approved by the manufacturer, clothing that

covers skin and blocks out the sun and limits exposure. Employees should know and recognize the signs and symptoms of heat stress and take appropriate measures to protect themselves. All employees must be trained how to help if needed and how to activate the emergency action plan.

Worker exposure should be thoroughly evaluated by the Superintendent and adequate controls implemented. Example controls may include rotating work shifts to a cooler time of the day, temporary shade structures can be added such as pop up tents or umbrellas, cool wraps for the neck, visors and other protective clothing, and increased frequency of breaks.

IDENTIFICATION AND TREATMENT OF HEAT ILLNESS

The following is a table of types, causes, and symptoms of various forms of heat stress:

	Heat Stress Table
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		Cause	Symptoms	Treatment
Heat Disorder	Heat Rash	Continuous exposure to hot or humid air	Red, itchy rash on the body	Resting in cool, dry place, allowing skin to dry. Medicated ointment as may be prescribed
	Heat Cramps	Heavy sweating with inadequate electrolyte replacement	Muscle spasms; include but are not limited to pain in the hands, feet, and abdomen	Remove from heat, stretch and massage cramping muscles, and drink electrolyte replenishment fluids or water
	Heat Exhaustion	Increased stress on body organs, including inadequate blood circulation due to cardiovascular insufficiency or dehydration	Pale, cool clammy skin; intense thirst; moist skin; heavy sweating; fatigue and weakness; increased heart rate; dizziness and nausea; fainting; heavy breathing (panting)	Remove from heat and rest in a cool place (lying down), drink electrolyte replenishment fluids or water, soak clothing / towels with cool to tepid water and cool the body by placing the wet towels behind the neck, under the armpits, and the groin, and fan vigorously. Severe cases may require medical treatment and medical help should be called immediately
	Heat Stroke	The most serious form of heat stress. Temperature regulation fails and the body temperature rises to critical levels. Immediate action must be taken to cool the body before serious injury and death occur. Competent medical help must be obtained	Red, hot, and unusually dry skin; lack of or reduced perspiration; nausea, dizziness, or confusion; strong and rapid pulse; coma; blurred vision / blackouts	<u>Medical help should be summoned immediately.</u> Rest in cool area, soak clothing / towels with cool to tepid water and cool the body by placing the wet towels behind the neck, under the armpits, and the groin, and fan vigorously

ACCLIMATIZATION

Acclimatization is the temporary and gradual physiological change in the body that occurs when the environmentally induced heat load to which the body is accustomed is significantly and suddenly exceeded. Supervisors must be trained to understand the importance of acclimatization and ways to protect employees. Methods to protect employees may include: buddy system, job rotation, increased frequency of breaks, frequent communication, extra water / shade, change work hours, etc. Generally, acclimatization occurs in 2 weeks from exposure of increased temperatures. This is important to new employees or during a heat wave. New employees must closely be watched for symptoms of heat illness during the first 14 days of employment with KDF.

RESPONDING TO HEAT ILLNESS

If employee is showing signs of heat related illness it is the duty of the employee, supervisor, or co-worker to immediately report this to an KDF Supervisor. Employees showing signs of heat illness will be moved to nearest shade location and given cool water (if they are able to drink) and be allowed to lie down. The employee is to be observed to determine if First Aid is required or it is a medical emergency.

In the case of a medical emergency (Heat Exhaustion, Heat Stroke), Superintendents, Foreman, Co-workers, are to contact the trailer by radio or cell phone and inform the trailer staff to contact Emergency Medical Services (911). It is the responsibility of the Project Superintendent to ensure that the emergency procedures are activated immediately. Whoever is in contact with EMS will inform them of the emergency and give them the physical location of the injured employee and the jobsite entrance location. The person in contact with EMS is to remain on the line until they reach the injured worker. Someone will meet emergency crews at the gate to ensure the responding unit quickly locates the individual.

The most senior person on site will be designated and made available to ensure that emergency procedures are invoked when appropriate.

EMERGENCY CONTACT NUMBERS

Jobsite phone:

Ambulance/Fire:

Clinic:

Hospital:

Cold Stress Program

PURPOSE

To describe the causes, symptoms, treatment and/or prevention of cold-related illness and injuries.

SCOPE

This section applies to all KDF operating units.

POLICY

KDF recognizes that work must be performed in various weather conditions, including cold climates. In order to minimize cold related illnesses and injuries, site supervisors will be made aware of the symptoms of cold stress and the environmental conditions that lead to cold related illnesses and/or injuries, and the steps necessary to prevent their occurrence.

GENERAL INFORMATION

When the temperatures of the surrounding air or water are much colder than the workers body temperature, the body's physical processes must increase to maintain a thermal balance. Shivering is one method in which a body is attempting to generate heat.

Shivering, pain and numbness are not trustworthy indicators of cold exposures, because prolonged cold exposure numbs all of the body's sensations. Wind chill temperature is a better means of evaluation as it takes into account the wind's ability to strip heat from the body through convection.

Protective clothing that becomes wet with perspiration or from rain or water will cause heat loss through conduction. As an example, Personnel are at an extreme cold stress hazard if they are performing spill clean-up in boats in cold weather situations. Should they fall into the cold water, their body's heat loss will be extremely fast.

COLD INJURY

The following are some of the cold stress problems that may arise whenever an individual is working under adverse weather conditions and does not acknowledge his or her symptoms quickly enough. Each of these conditions can cause severe pain and, if not alleviated quickly, can lead to amputation and even death.

Trench Foot

Trench Foot occurs as a result of extended exposure of the feet to cold and moisture. The capillary walls of the feet are injured, resulting in tingling, itching and pain. Blisters may form followed by ulceration of the skin.

Frost Nip

This is when superficial freezing is localized to the extremities, such as ears, nose, toes, and fingers. Initially there is a dark bluish color due to bleeding, which occurs under the skin. This bleeding is extremely dangerous in that it can become gangrenous very easily. Workers experiencing frost nip are susceptible to future injury and should avoid becoming chilled.

Frostbite

This occurs when the moisture in the skin actually freezes, forming ice crystals, resulting in often-permanent damage to the skin cells. The injured area becomes red and then blue/red. A burning pain is noted initially, then the pain decreases and numbness sets in. The skin becomes waxy pale in appearance because of the lack of oxygen. The ears, nose, toes and fingers are most susceptible. Damaged areas can become gangrenous resulting in the loss of tissue, fingertips and toes.

Hypothermia

Hypothermia occurs when heat production in the body is not sufficient to replace heat lost to the environment. The results are a lowering of the core body temperature, the pulse rate slows down, muscular weakness occurs, mental abilities dull and the worker becomes uncoordinated. Signs of hypothermia are evident at 95° F body core temperature and consciousness is lost between 89.6° and 86.0° F. At lower core temperatures, there is an excellent chance of cardiac arrest.

Exposure to cold water decreases the body core temperature rapidly and consciousness is quickly lost. Personnel working on or over water should be acutely aware of the danger of immersion during cold weather.

Hypothermia results in a dulling of the senses and could result in poor decision making. Workers that are exposed to extreme cold should not be given tasks that are critical to both their health and safety as well as the health and safety of others.

PREVENTION

Education

All personnel must receive adequate training on cause, symptoms, and most importantly, methods of prevention of cold stress illnesses and injuries.

Adequate Clothing

Prevention of hypothermia and other cold injuries is best accomplished by protecting workers from cold and moisture. Adequate clothing is the most important factor in prevention of illness or injury. Personnel working on land should layer clothing with the outer layer being wind and water-resistant. The layers should be capable of being vented at wrist, neck and waist to reduce wetting by perspiration. Feet should be kept dry and socks must be changed when they become wet. Gloves that protect the hands from cold

but allow freedom of movement are necessary. Never allow bare skin to contact metal surfaces at sub-zero temperatures.

Acclimatization

A limited degree of acclimatization can occur from exposure and working in a cold environment. Some physiological changes do occur, but people also learn how to more effectively protect themselves from temperature extremes.

Fluid Replacement

Cold weather does cause significant water loss as a result of dryness in the air. Fluid intake should be increased to prevent dehydration, which directly affects blood volumes and limits blood flow to the extremities. Warm, sweet, caffeine-free, Non-alcoholic drinks and hot soups offer the best fluid replacement as well as providing caloric energy.

6 Work-Rest Regimens

When temperatures are less than 20° F, either actual or wind-chill, heated warming shelters should be made available. Workers should use these on a regular basis throughout the work shift.

Diet

As with any work in extreme temperatures, personnel should be instructed to eat a well-balanced diet to replace those calories burned off by the extreme temperatures. This diet should also provide the necessary vitamins and nutrients the body needs during these types of weather conditions.

Dress in Layers

Outdoors, indoors, in mild weather or in cold, it pays to dress in layers. Layering your clothes allows you to adjust what you're wearing to suit the temperature conditions. In cold weather, wear cotton polypropylene or lightweight wool next to the skin, and wool layers over your undergarments.

In warm weather, stick to loose fitting cotton clothing. For outdoor activities, choose outer garments made of waterproof, wind resistant fabrics, such as nylon. And, since a great deal of body heat is lost through the head, always wear a hat for added protection.

Keep Dry

Water chills your body far more rapidly than air or wind. Even in the heat of summer, falling into a 40° F lake can be fatal in a matter of minutes. Always take along a dry set of clothing whenever you are working (or playing) outdoors. Wear waterproof boots in damp or snowy weather, and always pack rain gear even if the forecast calls for sunny, dry skies.

Co-Workers Should Check on Each Other

The effects of hypothermia can be gradual, and often go unnoticed until it's too late. If you know you'll be working outdoors for an extended period of time, take the precaution of asking one or two of your co-workers to check up on you from time-to-time. Ask your co-workers to check you for overexposure to the cold, and then do the same for your co-workers. Check for shivering, slurred speech, mental confusion, drowsiness, and weakness. If anyone shows any of these symptoms, he or she should get indoors as soon as possible and warm up.

Emergency Action Plan

PURPOSE

To stress the necessity of developing a site specific Emergency Action Plan for each KDF facility and job site. Since it would be extremely difficult to provide for all aspects of every type of emergency, the Emergency Action Plan for individual job sites should only attempt to cover a general understanding of what must be done in an emergency.

SCOPE

This section applies to all KDF operating units.

POLICY

In as much as Company management has a moral as well as legal obligation to provide for the safety of their employees, visitors and property, a site specific Emergency Action Plan will be developed for use at all job sites and facilities.

Since dealing effectively with any type of emergency situation depends upon prompt notification, coordinated mobilization, quick implementation of specific duties and assignments, and the optimum use of the company's emergency resources, these plans must be coordinated with company-wide emergency planning.

EMERGENCY ACTION PLAN

OSHA Standards, 29 CFR 1926.24, entitled Fire Protection and Prevention, and 29 CFR 1926.35, entitled Employee Emergency Action Plans, both require that each employer to be responsible for the development and maintenance of an effective Emergency Action Plan at the job site. Copies of the Emergency Action Plan must be posted at the job site.

Elements of the Plan

The minimum elements of the Emergency Action Plan, which must be in writing and physically located at the job site, must include at least the following:

- The method in which emergencies situations are announced.
- Emergency escape procedures and emergency escape route assignments.
- Procedures to be followed by employees whom must remain to operate any critical equipment which has to be shut down before they can evacuate.
- A procedure to account for all employees after emergency evacuation has been completed.
- Who will provide rescue and medical duties as required?
- The method of reporting fires and other emergencies.
- Names and/or job titles, as well as telephone numbers, of persons who can be contacted for additional information about the Emergency Action Plan.

Training

An Emergency Action Plan, no matter how well written and complete, must be presented to the employees in a language they comprehend. The workers must be trained to know and understand their responsibilities under the plan and that they can carry them out efficiently even under stress conditions. And, the plan must be tested on a continuing basis in order to ensure that all personnel are totally familiar with all aspects of the Plan.

Therefore, before implementing the Emergency Action Plan, the project manager must designate and train a sufficient number of workers to assist in the safe and orderly emergency evacuation of all other employees. The Plan must be reviewed with each employee covered by the Plan at the following times: (b) when the Plan is initially developed; (b) whenever responsibilities or designated actions under the Plan change; and (c) whenever the Plan itself is changed.

An aggressive disaster drill is probably the most important feature of any project's Emergency Action Plan; therefore an attempt should be made to schedule at least one unannounced evacuation drill during each project. When it is not feasible to actually hold a surprise evacuation drill, at least one drill should be scheduled at the beginning of a work shift to be held before the workers change from their street clothes. During this drill, a "walk-through" of the notification alarm and the evacuation routes can be accomplished.

FIRE AND EXPLOSION

Because of the particular horror of fire disasters, no aspect of the Emergency Action Plan deserves more attention than what to do in the event of a fire. It has been amply demonstrated that personnel who have been intensively drilled in the proper procedure to follow in a fire emergency, will react swiftly and correctly to minimize the dangers to themselves and their fellow employees, and be better prepared to take fire control measures until local fire authorities arrive on the scene. Information on each of these steps should be included in your emergency action plan.

Notification

The local fire department must be notified immediately in the event of a fire. This policy must hold true regardless of the size of the fire or the ease with which it may have been extinguished. A second call to the fire department advising them the fire has been extinguished is far better than the possibility of having a fire accidentally get out of control before the fire department has been notified. Employees in the immediate vicinity of the fire, as well as those in surrounding areas, which may be threatened by the fire, must also be notified of the existence of the fire at this time.

Extinguishing Equipment

There must be sufficient numbers of approved fire extinguishing equipment available to facilitate emergency egress from the work area. In order to ensure this, there must be at least one 2A-type fire extinguisher available in each 3000 square foot of workspace. This equipment must be readily accessible, it must be properly maintained at all times, and all personnel must be familiar with their operation and location.

BASIC STEPS IN FIRE PROTECTION

The following are the basic steps in any type of fire protection plan, and must be implemented into your site specific Emergency Action Plan.

Discovering the Fire

Any person discovering a fire, should quickly and carefully remove anyone who is injured or in immediate danger. This person must be careful not to risk injury to their self, as it is most important that he remain conscious and able to report the fire.

Reporting the Fire

When possible, the nearest telephone should be used to report the fire, with the individual reporting the fire providing the following information: That there is a fire; What is on fire; The specific location of the fire; and The name, phone number, and location of the person reporting the fire. If there is an automatic, fire alarm reporting in operation at the fire location, this system should be used in addition to the telephone reporting. Emergency telephone numbers for fire department, hospital, ambulance, doctor, police, and safety office, must be posted throughout the job site and at each telephone location.

Sounding the Alarm

It will also be necessary to establish a system for alerting workers of the emergency and of the need to evacuate the work area. Ideally this would be some type of sound system that could be heard throughout the work area. This sound system can be anything from a loud bell to a hand-held compressed airboat horn of the type used on small boats. The object being to have some type of blaring sound that can be heard by all of the workers and immediately identified as an alarm indicating there is an emergency situation in the work area. When working on a site or in a facility that has its own emergency annunciating system, elements of this existing alarm system should be a part of the emergency action plan, however the use of the customer's site alarm does not relieve KDF of the necessity of having its own alarm system.

Containing the Fire

Having reported and sounded the alarm, attempts should now be made to contain the fire. Closing all doors and windows in the immediate vicinity of the fire and trying to remove any flammable materials should do this. If possible, all non-emergency electrical equipment in the immediate vicinity of the fire should be turned off or unplugged.

Extinguishing the Fire

Extinguishing the fire should be attempted only if there is portable firefighting equipment available and the fire is in its incipient (initial or beginning) stage and can be safely controlled or extinguished with this equipment. If the size of the fire presents an immediate danger to life or health, evacuation, not firefighting, should be the primary objective.

Evacuation

When evacuation is deemed necessary, there must be no hesitation in requiring personnel to immediately vacate the area. Emergency exits and other means of egress from the area must be noted prior to the start of the job and located on an emergency exit floor plan, which is then made a part of the Emergency Action Plan. Both primary and secondary routes must be selected in case the emergency situation makes it perilous to use one or the other routes. Copies of this emergency exit floor plan must be posted in numerous locations throughout the project. A staging area must be preselected and all personnel required to report there immediately for a roll call to assure that all are present and accounted for. Once out of the area, no one should be allowed to re-enter until the emergency is declared over.

EMERGENCY SPILLS OR RELEASE

Even in a well-planned and executed program, the possibility exists that an accident will occur and an emergency spill or toxic chemical release will take place. Recognition of this fact requires that suitable emergency procedures must be prepared beforehand and must be made known to all persons potentially involved. Each division must give consideration to the nature of possible accidents resulting in an emergency spill or a toxic chemical release and must design methods for dealing with them as part of their Emergency Action Response Plan.

TOXIC CHEMICAL RELEASE

The potential hazard of a toxic chemical release is most likely to occur while working on an industrial site, with operations at petro-chemical plants and refineries having the highest likelihood of occurrence. Most industrial sites of this nature will generally have their own emergency action plan, which we, as the Contractor, will be required to comply with. This however, does not relieve us of the necessity of having our own emergency action plan to deal with a customer's toxic chemical release.

NATURAL DISASTERS

Floods, tornadoes, severe thunderstorms, and blizzards, are but a few of the natural disasters that occur each year throughout the country, for which we must be prepared if we are to provide the type of protection necessary for our employees and our property. Except for flash floods, most of these conditions are usually forecast sufficiently in advance for emergency action to be initiated before the problem becomes serious.

In most cases, merely advising our personnel of the coming danger and seeing to it that they are in a safe location, should the incident occur during normal work hours, will be sufficient. For example, if a Tornado Warning is broadcast while our personnel are working in a location that does not provide the degree of protection necessary, they should be advised of the warning and moved to a structurally sound interior location that would provide adequate protection from the weather, windblown objects, and broken glass.

CIVIL DISORDERS

Civil disorders, usually in the form of large unruly crowds, can interfere with company operations, and if allowed to get completely out of control, can cause severe damage to property and personnel. It is

impossible to accurately gauge the mental attitude of a large assembly of people. Crowds have been known to assemble for one reason, than inadvertently, deliberately, out of spite, or in fun, attempt to disrupt normal operations. Since the purpose and mental attitude of individuals within a crowd varies considerably, even friendly demonstrators can trigger a disturbance within the crowd. It is therefore necessary to stress to our employees that they must remain distant from the demonstration and alert to the possibility of crowd violence.

Strikes and Labor Actions

In the event of a strike by employees and/or labor demonstrations in the vicinity of the work site, the following items should be considered: Normal work operations should be maintained as much as possible and all employees encouraged to continue in their normal work habits; Workers who are not involved in the strike action should not agitate the demonstrators in any way; All workers should be removed from the actual demonstration area and verbal or physical confrontations avoided; No KDF employees should be utilized in calming the disturbance, that would place them in a situation where physical harm might occur or that would jeopardize their normal working relationship with the demonstrators at the conclusion of the disturbance.

NEWS MEDIA POLICY

The extreme public sensitivity and media awareness of hazardous materials and their safe removal prompts KDF to establish specific guidelines for how inquiries from the news media should be addressed. Our objective is to maintain a central spokesperson or "voice" for KDF, which should ensure that only informed and consistent information is made public about our activities. Either the Company President, a Corporate Vice President, or the designated authority should coordinate all media and public information, including the designation of spokesperson(s).

Potential News-Making Events

Should an incident occur within an Operating Unit which is likely to or could reasonably be expected to result in media interest, management should notify the Company President as soon as possible so that a company position and response can be formulated. "Potential news-making events" include, but are not limited to, involuntary shutdown of a project due to regulatory agency allegations of safety or administrative noncompliance, serious injury or death of an employee on a job site, union or employee unrest or public disturbance due to fear of hazardous materials.

Media Inquiry Procedure

All inquiries or request for interview from the news media (radio, television or newspaper) should be referred directly to the Company President. Employees receiving calls from reporters, regardless of the nature of their inquiry, should respond with a statement such as:

"I appreciate your interest and would like to get you the information you need. All public information is handled out of our corporate office, and I will have someone get back with you as soon as possible."

Employees receiving media calls should immediately notify the Company President by phone and provide background on the inquiry. The Company President will respond. Employees should not provide a "no

comment" about an issue, nor should employees ask a reporter if they can make an "off the record" statement. "No comment" replies normally imply guilt, and all statements a company employee makes to the media are considered authorized information.

Emergency Action and Response Plan (Sample)

KDF EMERGENCY ACTION PLAN (Example from previous projects)

For: Facility Name: **Buena Vista 11**

Facility Address: **6320 40th Ave.**

Alta Iowa 51002

Information: For medical evacuation flights.

Facility: **Latitude and Longitude:**

Latitude: 42 67'54" North

Longitude: 93 38'67" West

Elevation 1223ft.

Medical Advisor: Unity

Point Clinic 620

Northwestern Dr.

Storm Lake Iowa

Dr. David R. Archer

Dr. David R. Archer

Phone: 712-732-5030

DATE PREPARED: 7/25/2015

EMERGENCY NUMBERS	PERSONNEL	NAMES	AND	PHONE
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DESIGNATED RESPONSIBLE OFFICIAL (Highest Ranking Manager at BV #11 site is Trent Robinson with KDF).

Name: Trent Robinson Phone: (205-332-5600)

Name: William Hicks Phone: (251-209-6846)

Name: Raul Cardenas Phone: (305-310-2373)

EMERGENCY COORDINATOR:

Name: Trent Robinson & William Hicks

AREA MONITORS (If applicable):

Area: Vehicle Decontamination Name: Trent Robinson Phone: (205-332-5600)

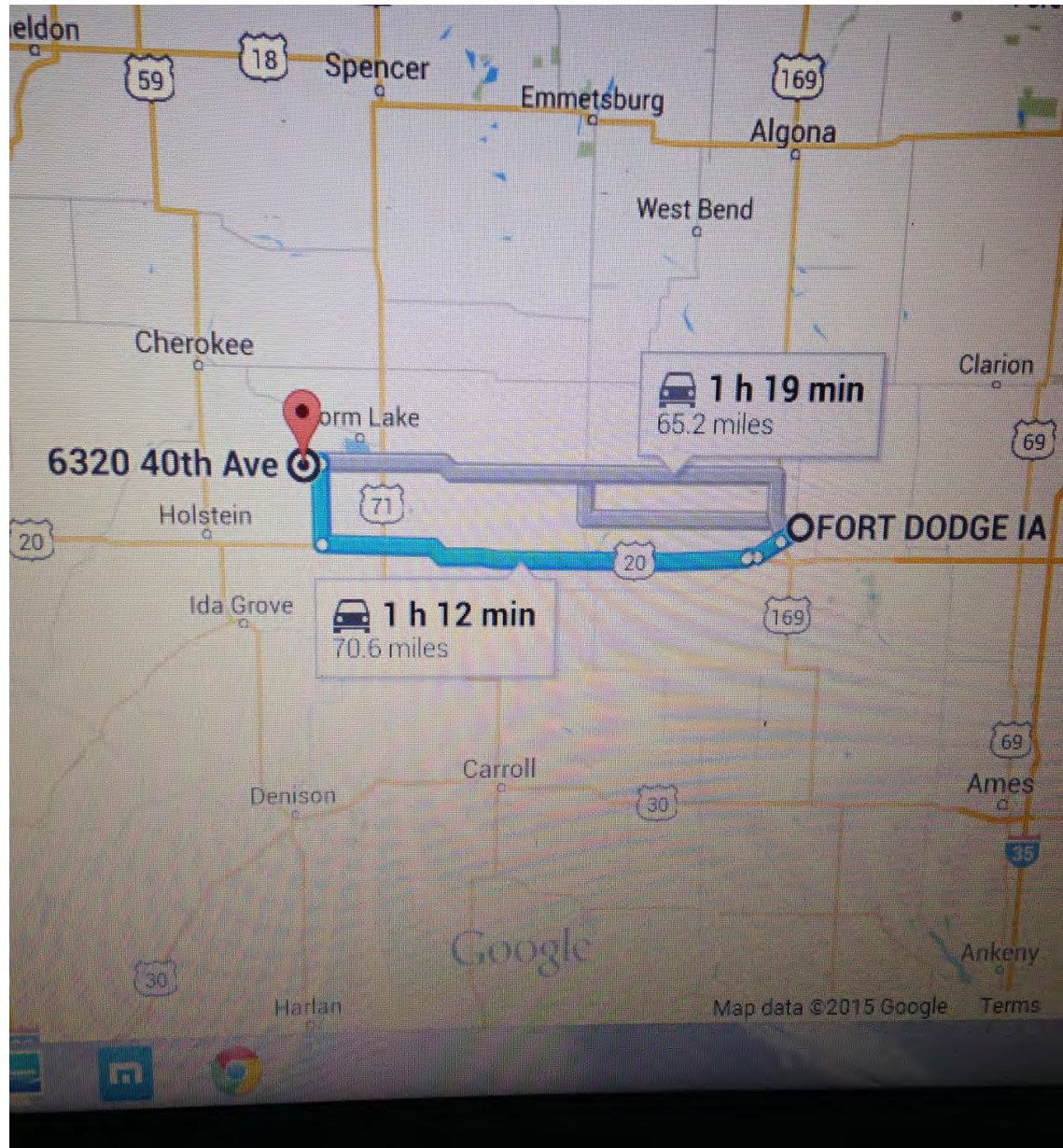
Area: Poultry House Decontamination Name: Raul Cardenas Phone: (305-310-2373)

Date 7-25-2015

Buena Vista 11 EVACUATION ROUTES

- Evacuation route maps have been posted in each work area. The following information is marked on evacuation maps:
 1. Emergency Exits: East and West end of every poultry house
 2. Primary and secondary evacuation routes: North or South on 40th Ave.
 3. Locations of fire extinguishers: By every door in poultry house
 4. Fire alarm pull stations' location: N/A
 5. Assembly point #1: Across from Poultry Barns near Break Area
 6. Assembly point #2: Up front by Entry Gate
- Site personnel should know at least two evacuation routes.

DIRECTIONS: Take Hwy 20 West to IA 110 turn north to 40th Ave.



EMERGENCY PHONE NUMBERS

FIRE DEPARTMENT: 911

PARAMEDICS: 911

AMBULANCE: 911

POLICE: 911

USDA: Adam Holloway (502-682-7396)

FEDERAL PROTECTIVE SERVICE: N/A

SECURITY (If applicable):

BUILDING MANAGER (If applicable): N/A

UTILITY COMPANY EMERGENCY CONTACTS

(Specify name of the company, phone number and point of contact)

ELECTRIC: Alta Municipal Utilities 712-200-1122

WATER: Alta Municipal Utilities 712-200-1122

GAS (if applicable): MidAmerica Energy 800-595-5325

TELEPHONE COMPANY:
200-1122

Alta Municipal Utilities 712-

Date: **7-25-2015**

EMERGENCY REPORTING AND EVACUATION PROCEDURES

Types of emergencies to be reported by site personnel are:

- MEDICAL
- FIRE
- SEVERE WEATHER
- BOMB THREAT
- CHEMICAL SPILL
- STRUCTURE CLIMBING/DESCENDING
- EXTENDED POWER LOSS
- OTHER (specify)
(e.g., terrorist attack/hostage taking)

Medical Emergency

- Call medical emergency phone number (check applicable):

Paramedics

Ambulance

Fire Department

Other

- Provide the following information:
 - Nature of medical emergency,
 - Location of the emergency (address, building, room number), and
 - Your name and phone number from which you are calling.
 - Do not move victim unless absolutely necessary.
 - Call the following personnel trained in CPR and First Aid to provide the required assistance prior to the arrival of the professional medical help:
Name: William Hicks Phone: 251-209-6846
Name: Raul Cardenas Phone: 305-310-2373

- If personnel trained in First Aid are not available, as a minimum, attempt to provide the following assistance:

Stop the bleeding with firm pressure on the wounds (note: avoid contact with blood or other bodily fluids).

Clear the air passages using the Heimlich Maneuver in case of choking.

- In case of rendering assistance to personnel exposed to hazardous materials, consult the Safety Data Sheet (SDS) and wear the appropriate personal protective equipment. Attempt first aid ONLY if trained and qualified.

Fire Emergency

When fire is discovered:

- Activate the nearest fire alarm (if installed)
- Notify the local Fire Department by calling 911
- If the fire alarm is not available, notify the site personnel about the fire emergency by the following means (check applicable):

- * Voice Communication
- * Phone Paging

Radio

Other (specify)

Fight the fire ONLY if:

- The Fire Department has been notified.
- The fire is small and is not spreading to other areas.
- Escaping the area is possible by backing up to the nearest exit.
- The fire extinguisher is in working condition and personnel are trained to use it.

Upon being notified about the fire emergency, occupants must:

- Leave the building using the designated escape routes.
- Assemble in the designated area (specify location):
- Remain outside until the competent authority (Designated Official or designee) announces that it is safe to reenter.

Designated Official, Emergency Coordinator or supervisors must (underline one):

- Disconnect utilities and equipment unless doing so jeopardizes his/her safety.
- Coordinate an orderly evacuation of personnel.
- Perform an accurate head count of personnel reported to the designated area.
- Determine a rescue method to locate missing personnel.
- Provide the Fire Department personnel with the necessary information about the facility.
- Perform assessment and coordinate weather forecast office emergency closing procedures

Area/Floor Monitors must:

- Ensure that all employees have evacuated the area/floor.
- Report any problems to the Emergency Coordinator at the assembly area.

Assistants to Physically Challenged should:

- Assist all physically challenged employees in emergency evacuation.

Extended Power Loss

In the event of extended power loss to a facility certain precautionary measures should be taken depending on the geographical location and environment of the facility:

- Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and effecting sensitive equipment.
- Facilities with freezing temperatures should turn off and drain the following lines in the event of a long term power loss.
 - Fire sprinkler system

- Standpipes
 - Potable water lines
 - Toilets
- Add propylene-glycol to drains to prevent traps from freezing
- ✓ Equipment that contain fluids that may freeze due to long term exposure to freezing temperatures should be moved to heated areas, drained of liquids, or provided with auxiliary heat sources.
- ✓ Upon Restoration of heat and power:
- ✓ Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensate from forming on circuitry.
- ✓ Fire and potable water piping should be checked for leaks from freeze damage after the heat has been restored to the facility and water turned back on.

Chemical Spill

The following are the locations of:

Spill Containment and Security Equipment: Is on site.

Personal Protective Equipment (PPE): Is on site.

(SDS): Is on site.

When a Large Chemical Spill has occurred:

- Immediately notify the designated official and Emergency Coordinator.
- Contain the spill with available equipment (e.g., pads, booms, absorbent powder, etc.).
- Secure the area and alert other site personnel.
- Do not attempt to clean the spill unless trained to do so.
- Attend to injured personnel and call the medical emergency number, if required.
- Call a local spill cleanup company or the Fire Department (if arrangement has been made) to perform a large chemical (e.g., mercury) spill cleanup.

Name of Spill Cleanup Company: KDF

- Evacuate building as necessary

When a Small Chemical Spill has occurred:

- Notify the Emergency Coordinator and/or supervisor (select one).
- If toxic fumes are present, secure the area (with caution tapes or cones) to prevent other personnel from entering.
- Deal with the spill in accordance with the instructions described in the SDS.
- Small spills must be handled in a safe manner, while wearing the proper PPE.
- Review the general spill cleanup procedures.¹¹

STRUCTURE CLIMBING/DESCENDING EMERGENCIES

List structures maintained by site personnel (tower, river gauge, etc.):

	Structure Type	Location (address, if applicable)	Emergency Response Organization* (if available within 30-minute response time)

Emergency Response Organization(s):

Name_____Phone Number_____

Name_____Phone Number_____

(Attach Emergency Response Agreement if available)

* N/A. If no Emergency Response Organization available within 30-minute response time additional personnel trained in rescue operations and equipped with rescue kit must accompany the climber(s).

Severe Weather and Natural Disasters

Tornado:

- When a warning is issued by sirens or other means, seek inside shelter. Consider the following:
 - Small interior rooms on the lowest floor and without windows,
 - Hallways on the lowest floor away from doors and windows, and
 - Rooms constructed with reinforced concrete, brick, or block with no windows.
- Stay away from outside walls and windows.
- Use arms to protect head and neck.
- Remain sheltered until the tornado threat is announced to be over.

Earthquake:

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Keep away from overhead fixtures, windows, filing cabinets, and electrical power.
- Assist people with disabilities in finding a safe place.
- Evacuate as instructed by the Emergency Coordinator and/or the designated official.

Flood:

If indoors:

- Be ready to evacuate as directed by the Emergency Coordinator and/or the designated official.
- Follow the recommended primary or secondary evacuation routes.

If outdoors:

- Climb to high ground and stay there.
- Avoid walking or driving through flood water.
- If car stalls, abandon it immediately and climb to a higher ground.

Hurricane:

The nature of a hurricane provides for more warning than other natural and weather disasters. A hurricane watch is issued when a hurricane becomes a threat to a coastal area. A hurricane warning is issued when hurricane winds of 74 mph or higher, or a combination of dangerously high water and rough seas, are expected in the area within 24 hours.

Once a hurricane watch has been issued:

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Move any boats securely, or move to a safe place if time allows.
- Continue to monitor local TV and radio stations for instructions.
- Move early out of low-lying areas or from the coast, at the request of officials.
- If you are on high ground, away from the coast and plan to stay, secure the building, moving all loose items indoors and boarding up windows and openings.
- Collect drinking water in appropriate containers.

Once a hurricane warning has been issued:

- Be ready to evacuate as directed by the Emergency Coordinator and/or the designated official.
- Leave areas that might be affected by storm tide or stream flooding.

During a hurricane:

- Remain indoors and consider the following:
 - Small interior rooms on the lowest floor and without windows,
 - Hallways on the lowest floor away from doors and windows, and
 - Rooms constructed with reinforced concrete, brick, or block with no windows.

Blizzard:

If indoors:

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- STAY INDOORS

If there is no heat:

Close off unneeded rooms or areas.

Stuff towels or rags in cracks under doors.

Cover windows at night.

Eat and drink. Food provides the body with energy and heat. Fluids prevent dehydration.

Wear layers of loose-fitting, light-weight, warm clothing, if available.

If outdoors:

- Find a dry shelter. Cover all exposed parts of the body.
- If shelter is not available:
 - Prepare a lean-to, wind break, or snow cave for protection from the wind.
 - Build a fire for heat and to attract attention. Place rocks around the fire to absorb and reflect heat.
 - Do not eat snow. It will lower your body temperature. Melt it first.

If stranded in a car or truck:

- Stay in the vehicle!
- Run the motor about ten minutes each hour. Open the windows a little for fresh air to avoid carbon monoxide poisoning. Make sure the exhaust pipe is not blocked.
- Make yourself visible to rescuers.
 - Turn on the dome light at night when running the engine.
 - Tie a colored cloth to your antenna or door.
 - Raise the hood after the snow stops falling.
- Exercise to keep blood circulating and to keep warm.

Critical Operations

During some emergency situations, it will be necessary for some specially assigned personnel to remain at the work areas to perform critical operations.

Assignments:

Work Area: Buena Vista 11

Description of Assignment: DECONTAMINATION FOR POULTRY

Personnel involved in critical operations may remain on the site upon the permission of the designated site official or Emergency Coordinator.

In case emergency situation will not permit any of the personnel to remain at the facility, the designated official or other assigned personnel shall notify the appropriate corporate offices to initiate backups.

Training

The following personnel have been trained to ensure a safe and orderly emergency evacuation of other employees:

Hazard Communication Program

PURPOSE

The purpose of this written Hazard Communication Program is ensure that our employees are informed, by means of labels, Safety Data Sheets and Training, of the physical and health hazards to which they may be exposed. This written program meets the requirements of OSHA's Hazard Communication Standard for the Construction Industry, 29 CFR 1910.1200.

SCOPE

This section applies to all KDF operating units.

POLICY

It is the policy of KDF to provide a safe workplace for its employees based on guidelines established by the Occupational Safety and Health Administration (OSHA) and other available recommendations.

KDF, as an employer engaged in a business where chemicals are either used or where its workers have the potential for contact with chemicals in their workplace will ensure that the hazards of all chemicals found in the workplace will be evaluated and that information concerning their hazard will be transmitted to all affected employees. Accordingly, this program describes how this criteria will be met.

NOTE: KDF neither produces nor distributes chemicals.

PROGRAM CONTENT

This written Hazard Communication Program has been promulgated based upon the OSHA Hazard Communication regulations found in 29 CFR 1910.1200, as well as additional requirements instituted by KDF. Components of this written Hazard Communication Program are as follows:

- KDF's written Hazard Communication Program
- OSHA's Hazard Communication Standard
- OSHA's Hazard Communication Inspection Procedures
- An SDS Glossary
- Lists of Regulated Hazardous Chemicals
- Hazardous Chemical Inventory
- Safety Data Sheets (SDS)
- Education and Training Program
- HMIS Labeling System
- Program Forms

STATE RIGHT-TO-KNOW

Many states and local communities have adopted employee "Right-to-Know" laws. Most of these local laws contain not only the provisions of the Federal Standard, but often times go far beyond in their compliance requirements. However, the courts have ruled that the Federal OSHA Standard would preempt all state and community Right-to-Know laws for all employers with respect to those requirements that are covered by the federal standard.

This does not mean that KDF is exempt from all of the requirements of state Right-to-Know laws. According to OSHA, employers need not comply with the labeling, SDS and training requirements of state laws. However, each state law is different, and in some areas additional requirements must still be met; such as, annual reports, community notification of hazardous chemicals, employee's right of refusal to work, additional hazardous chemical sources, etc. Each state and local community must be checked to determine their local requirements regarding hazardous chemicals.

Hazard Communication Program

This written Hazard Communication Program is required by 29 CFR 1910.1200(e); and although the length and complexity of the program may vary from Operating Unit to Operating Unit within the KDF organization, the program must address the issues of the Standard in sufficient detail to ensure that a comprehensive approach to hazard communication has been developed.

Availability

In accordance with the requirements of paragraph (e) of the Standard, a copy of this program is available, upon written request, to all employees, their designated representatives, the Assistant Secretary of Labor and the Director of OSHA. In order to facilitate this availability, a copy of the program is contained in the Corporate Safety Manual, SDS Master Files, in each Field copy of KDF's written Hazard Communication Program Manual, and a copy must be physically located on each job site.

Where employees must travel between workplaces during a work shift, i.e., their work is carried out at more than one geographical location, the written Hazard Communication Program may be kept at the primary workplace facility.

HAZARD DETERMINATION

Sources

KDF, in evaluating chemicals, shall treat the following sources as establishing that the chemicals listed in them are hazardous:

- a. 29 CFR part 1926, subpart Z, Toxic and Hazardous Substances, Occupational Safety and Health Administration (OSHA); or,
- b. "Threshold Limit Values for Chemical Substances and Physical Agents in the Work Environment," American Conference of Governmental Industrial Hygienists (ACGIH) (latest edition). The chemical manufacturer, importer, or employer is still responsible for evaluating the hazards associated with the

chemicals in these source lists in accordance with the requirements of this standard. Chemicals listed by ACGIH in Threshold Limit Values for Chemical Substances in the Work Environment.

These lists provide a base of over 600 regulated substances. KDF is responsible for determining the hazards associated with each of these chemicals when they are used in the work place or shipped by KDF to another location. In addition, OSHA has decided what will constitute a carcinogen under the Hazard Communication Standard, and that is, any chemical listed as a confirmed or suspected carcinogen by the following:

- a. The National Toxicology Program's "Annual Report on Carcinogens;"
- b. International Agency for Research on Cancer's Monographs; and
- c. OSHA's 29 CFR 1926, Subpart Z, Toxic and Hazardous Substances, Occupational Safety and Health Administration.

NOTE: The "Registry of Toxic Effects of Chemical Substances" published by the National Institute for Occupational Safety and Health indicates whether a chemical has been found by NTP or IARC to be a potential carcinogen.

Hazard Assessment

KDF has chosen to rely on the evaluation and determination of the chemical by the chemical manufacturer and importer and the use of the Safety Data Sheet which they have provided, to satisfy the requirements of 29 CFR 1910.1200(d) Hazard Determination.

Hazardous Chemical Inventory

The Hazardous Chemical Inventory must be site specific!

The Hazardous Chemical Inventory is a list of the hazardous chemicals known to be present using an identity that is referenced on the appropriate safety data sheet (the list may be compiled for the workplace as a whole or for individual work areas)

The designated supervisor will immediately, and throughout the length of the project, conduct an inventory of all chemicals within the work place. Using the appropriate SDS for each of these chemicals, he will make an accurate assessment as to whether or not these chemicals contain a hazardous substance. In the event the SDS shows the chemical to contain a hazardous substance, he will then enter this chemical onto the job site Hazardous Chemical Inventory sheet, completing the inventory form as instructed.

He will then take the necessary steps to ensure that each of these hazardous chemicals are appropriately labeled with an HMIS label and that the chemical's SDS is placed in the Hazardous SDS section of the Field SDS Binder which is located at the job site.

The supervisor will also determine whether or not there are any missing SDS's and that such, if any, have been requested from the Administrator.

The Hazardous Chemical Inventory form, a copy of which is included with this Section, will be the form used to record the job sites Hazardous Chemical Inventory.

SAFETY DATA SHEET

The Safety Data Sheet (SDS) is the primary document in the hazard communication program. The Standard requires manufacturers and importers to provide an SDS with the chemicals they ship and requires employers to have an SDS on each hazardous chemical they use. We cannot overstate the importance of the SDS. This form contains all known hazard and protection information on a hazardous chemical. It is the one place everyone should look before starting any job involving hazardous chemicals and any time there is a question about a particular chemical's risks or means of protection.

Acquiring the Safety Data Sheets (SDS)

The Administrator and the Operating Unit purchasing agent are responsible for obtaining an SDS on each chemical substance or compound entering the work place. The normal procedure for acquiring an SDS will be to place a notice on all purchase orders requiring the supplier to comply with the SDS requirements of the Standard. Indicate on the purchase order to whom the SDS should be sent.

The supplier has thirty (30) days in which to respond. A follow-up letter should be sent if the SDS is not received within the thirty (30) day period. This second request should be accompanied by a telephone call.

If the SDS is not received within ten (10) working days following this second request, a certified letter requesting the SDS should be sent to the supplier. Continued absence of the SDS within the ten (10) working days following the certified letter should result in the filing of a written complaint with the nearest OSHA regional office or appropriate state agency. One other possibility is to seek an alternate supplier who can guarantee an immediate SDS.

Complete documentation must be maintained on all request for an SDS, from the initial request on the purchase order through the letter of complaint with the appropriate regulatory agency, including all telephone calls.

Note: One of the most important aspects of state Right-to-Know laws is documentation. Therefore, it is imperative that KDF carefully document all communication with both suppliers and customers when dealing with hazardous chemicals and SDS's.

LABELING AND OTHER FORMS OF WARNING

Container Labeling (Hazardous Chemicals Only)

Each container of a hazardous chemical in the workplace will have a warning label, tag or will be marked with the following information:

- b. The identity of the hazardous chemical(s) contained therein; and,
- c. An appropriate hazard warning, or alternatively, words, pictures, symbols, or combination thereof, which provide at least general information regarding the hazards of the chemicals, and which, in

conjunction with the other information immediately available to employees under the hazard communication program, will provide employees with the specific information regarding the physical and health hazards of the hazardous chemical.

The labeling system adopted by KDF is not intended to be the sole or the most complete source of information regarding the nature or identity of the hazardous chemicals within the work place. The identity of the chemical, as it is shown on the label, could be any term the company wishes to use, as long as it also appears on the SDS for that chemical, along with its precise chemical name.

In doing this, it allows the company to use a common term familiar to the employees of this particular company, while still providing them with more extensive information including specific chemical identities on the SDS. This is not true of shipped containers of hazardous chemicals.

The Administrator and the individual in charge of the shipping department are responsible for ensuring that containers of hazardous chemicals that are shipped from the work place are marked with the identity of the chemical, the appropriate health hazard warning, and the name and address of the chemical manufacturer, importer, or other responsible party. This label must not conflict with the requirements of the Hazardous Materials Transportation Act (49 U.S.C. 1801 et seq.) and regulations issued under that Act by the Department of Transportation.

If the hazardous chemical is regulated by OSHA in a substance-specific health standard, then KDF shall ensure that the labels or other forms of warning used are in accordance with the requirements of that standard.

KDF will ensure that its personnel will not remove or deface existing labels on incoming containers of hazardous chemicals, unless the container is immediately marked with the required information. There is no need to affix new labels to these containers if existing labels already convey the required information.

KDF will ensure that labels or other forms of warning are legible, in English, and prominently displayed on the container, or readily available in the work area throughout each work shift. For those locations having employees who speak other languages, they may add the information in other languages to the material presented, as long as the information is presented in English as well.

KDF is not required to label small portable containers into which hazardous chemicals are transferred from labeled containers, as long as these portable containers are intended only for the immediate use of the employee who performs the transfer. For purposes of this section, drugs, which are dispensed by a pharmacy to a health care provider for direct administration to a patient, are exempted from labeling.

CONTRACTOR NOTIFICATION

In accordance with the OSHA Standard, all contractual agreements with on-site contractors will contain a notification advising the contractor of KDF's Hazard Communication Program and requiring the contractor to make himself, and those of his employees that will be working at one of KDF's facilities or work sites, to become familiar with the provisions of the KDF Hazard Communication Program.

In the event the contractor will be performing his work in an area where KDF is working with or storing hazardous chemicals, the contractor must be given a verbal orientation on the KDF program by the

designated supervisor and the location of the nearest Field SDS Binder, including a copy of KDF's Hazard Communication Program and the Hazardous Chemical Inventory for that area. In addition, each member of the contractors work party must be given a copy of the Hazard Communication brochure and one of the wallet size HMIS card which they will be required to carry with them while in the work area.

DOCUMENTATION AND FORMS

The passage of the OSHA Hazard Communication Standard has mandated that the employer provide worker training in the area of hazardous chemicals. It has been found that it is not adequate to just provide this training, but it is necessary to have sufficient written documentation that the employee has received and understood the training. This problem is especially sensitive with unskilled and with non-English speaking workers. Even though all handouts will be printed in both English and Spanish, for those workers who do not speak English, the supervisor must use an interpreter and provide special attention during training to assure that safe work habits are developed.

HAZARDOUS CHEMICAL INVENTORY SPECIFIC TO THIS JOB SITE

Project Name: _____ Job No.: _____

LIST OF HAZARDOUS CHEMICALS AND INDEX OF SDS's

Hazardous Chemicals	Location Where Being Used/Stored	SDS on File

HAZARD COMMUNICATION TRAINING LOG

Operating Unit: _____

Job Name: _____ Job No: _____ Supervisor: _____

Employee Name	Soc. Sec. No.	Date of Training	Signature

Sample Plan

KDF Hazard Communication Program

GENERAL INFORMATION

In order to comply with the Occupational Safety and Health Standard, 1910.1200/1926.59, Hazard Communication, the following written Hazard Communication Program has been established for KDF Forestry Inc.

All division and sections of the company are included within this program. The written program will be available in the First Aid Tent for review by any interested employee.

KDF Forestry Inc. will meet the requirements of this rule as follows:

I. CONTAINER LABELING/ CHEMICAL LABELLING

The Project Manager: Trey Davis will verify that all containers received for use will:

- Be clearly labeled as to the contents
- Note the appropriate hazard warning
- List the name and address of the manufacturer/importer or responsible party

It is the policy of this company that no container will be released for use until the above data is verified.

The supervisor, Trent Robinson, in section Buena Vista 11 will ensure that all secondary containers are labeled with either an extra copy of the original manufacturer's label or with the "central stores" generic labels which have a block for identity and blocks for the hazard warning. For help with labeling, please see our safety/health officer or Superintendent Trent Robinson

KDF Hazard Communication Program

II. SAFETY DATA SHEETS (SDS)

Copies of SDS Sheets for all hazardous chemicals to which employees of this company may be exposed, will be kept in First Aid Tent and/or Tool Truck

SDS Sheets will be available to all employees in their work area for review during each work shift. If SDS Sheets are not available, or new chemicals in use do not have SDS Sheets, please contact William Hicks immediately.

William Hicks will obtain and maintain SDS Sheets for the job to be used on the site. MSDS Sheets are to be kept assembled in a binder and kept in office at job site Buena Vista 11

III. EMPLOYEE TRAINING AND INFORMATION

Prior to starting work each new employee of KDF Forestry Inc. will attend a Health and Safety Orientation and will receive information and training on the following:

- An overview of the requirements contained in the Hazard Communication Standard.
- Chemicals present in their workplace operations.
- Location and availability of our Written Hazard Program.
- Physical and health effects of the hazardous chemicals.
- Methods and observation techniques used to determine the presence or release of hazardous chemicals in the work area.
- How to lessen or prevent exposure to these hazardous chemicals through usage of control/work practices and personal protective equipment.
- Advancements that the company has taken to lessen or prevent exposure to these chemicals.
- Emergency safety procedures to follow if they are exposed to these chemicals.
- How to read labels and review MSDS Sheets to obtain appropriate hazard information.

KDF Hazard Communication Program

After attending the training class, each employee will sign a form to verify that he attended the training, received written materials, and understood this company's policies on Hazard Communication. (Optional item which OSHA recommends for the employer to track the employee training).

Prior to a new hazardous chemical being introduced into any section of this company, each employee of that section will be given information as outlined above.

William Hicks is responsible for ensuring that MSDS Sheets on the new chemicals are available.

William Hicks is responsible for conducting the training for employees prior to beginning work.

Format used to train employees is (audiovisual, lecture/instructions, pamphlet, etc.).

IV. LIST OF HAZARDOUS CHEMICALS/ CHEMICAL INVENTORY

The following is a list of all known Hazardous Chemicals used by employees of KDF Forestry Inc.

Further information on each noted chemical can be obtained by reviewing the Material Data Sheets located in **First Aid Tent** _____ and/or **Tool Truck** ____

KDF Hazard Communication Program

HAZARDOUS CHEMICALS

LOCATION OF POSSIBLE EXPOSURE

Bleach	DECON Station
Lysol Disinfectant	DECON Station
Hot Shot Flying Insect Repellant	Site Wide
Pemethrin Insect Spray	Site Wide
Vernon's Disinfectant and Virucide	DECON Station
Other seldom used products SDS's can be found in SDS Book	

This list will be kept in Tool Truck/First Aid Tent
This will be the central location on the job site

(NOTE: The Hazard Communication Standard only requires a list of all hazardous chemicals; however, it is felt that identifying the location and possibly the process will aid the employer in carrying out the full program).

KDF Hazard Communication Program

V. HAZARDOUS NON-ROUTINE TASKS

Periodically, employees are required to perform hazardous non-routine tasks. Prior to starting work on such projects, each affected employee will be given information by their section supervisor about hazardous chemicals to which they may be exposed during such activity.

This information will include:

- Specific chemical hazards
- Protective/safety measures the employee can take
- Measures that the company has taken to lessen the hazards including ventilation, respirators,
- Presence of another employee, and emergency procedures.

Examples of non-routine tasks performed by employees of this company:

TASKS

All job task will be considered routine.

HAZARDOUS CHEMICAL

All chemicals found on site are represented in SDS Book.

KDF Hazard Communication Program

VII. INFORMING CONTRACTORS

It is the responsibility of _____ to provide contractor and/ or owner the following information : **KDF Forestry Inc.**

- Hazardous chemicals to which they may be exposed while on the job site.
- Precautions the employees may take to lessen the possibility of exposure by usage of appropriate protective measures.
- Where the MSDS book is located.
- Where the list of chemicals is located.

Bloodborne Pathogen Program

PURPOSE

To make certain that our employees are duly aware of the hazards of blood exposure or other potentially infectious materials.

SCOPE

This section applies to all KDF operating units.

POLICY

To present information on the nature of bloodborne diseases in an effort to assist our employees in reducing or eliminating their potential exposure to bloodborne pathogens in their work environments. This procedure will ensure compliance with 29 CFR 1910.1030.

REGULATORY COMPLIANCE

A copy of the Bloodborne Pathogen Standard, 29 CFR 1910.1030 will be made available to all employees at each work site. KDF employees will be able to review the standard and obtain a copy at any of the following locations.

- Corporate Health and Safety Office
- Site Safety Office
- Site Superintendents Office

Construction Industry

Even though the Bloodborne Pathogen Standard is basically an industrial standard, and the construction industry, as a whole, is exempted from the Standard, there is often an unrecognized employee category to which the Standard does apply even in the construction industry. This is the company employee who has the potential for occupational exposure, the employee performing basic first aid.

Exposure Determination

It is KDF's policy that only employees who have been appropriately trained in first aid and bloodborne pathogens and who have the necessary protective equipment available are authorized to assist in the treatment of first aid injuries. No other KDF employee is to make any effort to assist in the first aid treatment of an injury, including efforts to clean the wound, stop the bleeding, bandage the injury, etc., nor is any other employee authorized to assist in the clean-up after an accident in which an employee has been injured, including the removal of blood stains, blood splattered equipment, or first aid materials. All KDF personnel must strictly adhere to this policy.

TRANSMISSION OF BLOODBORNE PATHOGENS

Illness or disease related to bloodborne pathogens is transmitted through blood and other body fluids including semen, vaginal secretions, loose skin, and body tissue. KDF personnel must recognize that these products are potentially harmful and take precautions against contact and/or exposure.

Occupational exposure to bloodborne disease such as Human Immunodeficiency Virus (HIV), the Hepatitis B Virus (HBV), and other infectious Hepatitis strains are most often transmitted through breaks in the skin or mucous membranes. This usually occurs through needle sticks or other contaminated broken sharp objects, human bites, or having blood or other body fluids enter existing cuts, abrasions, or body cavities.

EXPOSURE CONTROL PLAN

As a direct requirement of the Standard, KDF has established the following written Exposure Control Plan, which is designed to eliminate or minimize employee exposure. This Exposure Control Plan will be reviewed and updated at least annually and whenever necessary to reflect new or modified tasks and procedures which may affect occupational exposure. Each KDF employee will have access to this Plan.

The project superintendent has responsibility for program implementation and compliance at his or her specific job site:

- maintaining the list of employees who have specific responsibilities for the Exposure Control Plan at this site;
- insuring that the Universal Precautions program is initiated immediately at the beginning of each project and overseeing this program throughout the duration of the job;
- maintaining and updating the lists of job tasks in which occupational exposure may occur;
- ensuring that personal protective equipment is available in all appropriate locations and that adequate work controls are initiated and maintained; and
- insuring that all contaminated and potentially contaminated equipment and materials are effectively decontaminated or appropriately disposed of.

Copies of this program may be reviewed and/or obtained at the following locations:

- Corporate Health and Safety office;
- Regional Manager's office;
- Operating Unit Manager's office; and
- Site superintendent's office at the job site.

Universal Precautions

KDF has mandated following the "Universal Precautions." This is a concept in which it is universally accepted that all human blood and most human body fluids will be treated as if they are known to be infectious for HIV, HBV, and other bloodborne pathogens. These precautionary measures will be taken on every job site to ensure that:

- employees do not contact blood or other infectious materials; and

- all body fluids will be treated as potentially infectious materials.

Precautionary Measures

Since there is always the potential for accidents in the work place and at project sites, when these incidents involve potentially infectious materials, protecting human health and safety is the primary consideration for all employees involved in the incident. Important precautionary steps for all employees to follow in this situation include:

- Avoid all contact with blood or other bodily fluids (i.e., vomit, saliva);
- Wear appropriate PPE when there is a potential to make contact with potentially infectious materials;
- Warn employees in surrounding area of the potential hazards;
- Provide essential first aid only if appropriately trained, approved, and equipped to do so;
- Report all exposure incidents to supervision; and
- See that all equipment and surfaces contaminated with blood or other body fluids are appropriately decontaminated or suitably disposed of.

Engineering Controls and Work Practices

Engineering controls utilized at the job site must include:

- the use of tools, such as a dust pan and brush, to sweep-up all materials suspected of being contaminated and placing them into the proper waste bag;
- the use of mechanical implements, such as hand extension apparatus, tongs, or other grasping devices, to pick up suspect materials; and
- provide an approved disinfectant for the immediate decontamination of suspect materials.

The following work practices must also be implemented on each project:

- provide hand-washing facilities with potable water, which are readily accessible to potentially exposed employees;
- provide soap, antiseptic hand cleanser, and disposable towels or antiseptic towelettes;
- require employees to wash their hands immediately after removing potentially contaminated gloves or other personal protective equipment;
- ensure that employees wash any area of the body, and flush mucous membranes with water, as soon as possible after contact with blood or other potentially infectious materials;
- utilize procedures involving clean-up of blood or other potentially infectious materials to ensure that splashing, spraying, splattering, and generation of droplets are minimized;
- prohibit employees from using mouth pipetting/suctioning of blood or other potentially infectious materials; and
- any item of equipment which may be contaminated as a result of being involved in an accident in which an employee was injured will be examined prior to taking any additional action. Equipment found to be contaminated will either be decontaminated or it will be appropriately labeled and disposed of.

Personal Protective Equipment

A kit, containing personal protective equipment (PPE) required by the bloodborne pathogen standard must be readily available at all KDF facilities and job sites. This protective equipment must not allow blood or other potentially infectious materials to pass through to workers' clothing, skin, or mucous membranes. The equipment in this kit will include:

- Latex gloves (minimum)
- Safety glasses (minimum)
- Protective Clothing (minimum)
- Liquid splash goggles (preferred)
- Full-face shield (if potential to splash on face and in mouth)
- CPR mask with one-way exhalation valve (for use only by trained personnel)
- biohazard waste disposal bags
- a copy of the Exposure Incident Investigation Report

In accordance with OSHA requirements, the contents of this kit and our first aid kits should be certified as adequate by a licensed physician or must meet "Minimum Requirements for Industrial Unit-type First-aid Kits" referenced in ANSI Z308. If these kits are purchased commercially, the manufacturer should obtain the certification.

Housekeeping Practices

Worksites must be maintained in a clean and sanitary condition with efforts being made to ensure the following:

- in the event that any equipment, environmental, or working surfaces should come into contact with blood or other potentially infectious materials, they will be immediately cleaned and decontaminated;
- all contaminated work surfaces will be effectively decontaminated, with an appropriate disinfectant, as quickly as possible and certainly before the end of the work shift; and
- all biohazard contaminated waste, which is to be disposed of, will be placed into red biohazard waste containers.

BLOODBORNE PATHOGEN HAZARD COMMUNICATION

Communication of the hazards associated with blood, blood products, or other potentially infectious material is extremely important. Biohazard warning labels must be affixed to containers of regulated waste. Labels must also be affixed to containers used to store, transport, or ship blood or other potentially infectious material. Labels must include the universal biohazard symbol and be fluorescent orange or orange-red with lettering or symbols in a contrasting color.

In most situations, KDF personnel will discard all potentially infectious material in red biohazard marked bags or containers, which may be substituted for labels. After an exposure incident occurs and potentially

infectious material has been generated and containerized in red bags or containers, it will be the responsibility of the project supervisor to contact his or her Regional Manager for direction on the proper disposal of infectious or potentially infectious material.

DECONTAMINATION

Equipment and other surfaces, which have been contaminated with blood or other body fluids, must be decontaminated. Equipment and surfaces should be initially washed with a 10 percent bleach/water solution, then rinsed with clear water until all visible blood and body fluids has been cleaned up. The water generated during the decontamination can be disposed in the sanitary sewer or absorbed on paper towels for disposal. All solid waste generated should be added to the "Red BioHazard Bag" waste stream.

EXPOSURE INCIDENT INVESTIGATION

In an effort to ensure that we can take the proper steps to prevent exposure incidents, it will be the responsibility of the Regional Manager to investigate each exposure incident as quickly as possible after being made aware of the incident. This investigation should contain the following information:

- the date and time the exposure incident occurred;
- the exact location within the facility or job site the incident occurred;
- what potentially infectious materials were involved in the incident;
- what is the source of the potentially infectious material;
- what activity was being performed when the incident occurred;
- details of exactly how the incident was caused;
- the personal protective equipment being used at the time of the incident;
- the actions taken as a result of the incident; and
- documentation of the disposal of waste products.

First Aid and CPR

Purpose

The purpose of this program is to establish the minimum first aid supplies, equipment and actions to properly respond to injuries.

Scope

This program is applicable to all KDF employees while engaged in work at KDF facilities and/or facilities operated by others.

Responsibilities

- It is the responsibility of the site manager to ensure that first aid kits are provided and maintained.
- All employees are responsible for using first aid materials in a safe and responsible manner.
- The HSE Manager is responsible for corresponding with the Red Cross or an equivalent to keep employee training levels current.

Requirements Planning

The site manager will:

- Ensure that a minimum of one employee, with a valid certificate, shall be present to render first aid at all times work is being performed if medical assistance is not available within 3-4 minutes.
- Ensure that provisions shall have been made prior to commencement of a project for prompt medical attention, including transportation, in case of serious injury.
- Ensure adequate first aid supplies and equipment are easily accessible when required.
- Ensure that in areas where 911 is not available, the telephone numbers of the physicians, hospitals, or ambulances to be used shall be conspicuously posted.

Medical Response

All minor first aid is to be self-rendered. Because of the risks presented by certain blood borne pathogens, no one is allowed to tend the minor injuries of another. In the absence of medical assistance within 3 or 4 minutes of a KDF worksite there shall be a person who has a valid certificate in first aid training from the American Red Cross or equivalent and able to render emergency first aid. Employees authorized to render first aid will always observe universal precautions. (Universal Precautions means that the aid giver treats all bodily fluids as if they were contaminated). If 911 is not available refer to the list of posted phone numbers for prearranged medical

response providers KDF authorized first responders shall have a cell phone as a means of communications; otherwise hand held radios or telephones shall be used as a means of communication.

Supplies and Equipment

First aid supplies shall be provided in easily accessed and posted locations. Always follow the manufacturer's instructions when using the materials in the first aid kit. All KDF first aid kits contain appropriate items determined to be adequate for the environment in which they are used and are stored in a weather proof container with individual contents sealed from the manufacturer for each type of item.

KDF is responsible to ensure the availability of adequate first aid supplies and to periodically reassess the demand for supplies and to adjust its inventories. First Aid kits are to be inspected:

- On the first working day of each week to verify that they are fully stocked and that no expiration dates have been exceeded, and
- Before being sent out to each job, and
- Replace any items that have exceeded their expiration dates or that have been depleted.

Where the eyes or body of any person may be exposed to injurious corrosive materials, a safety shower and/or eye wash (suitable facilities) or other suitable facilities shall be provided within the work area. Ensure expiration dates are checked and water used in storage devices is sanitized.

An assessment of the material or materials used shall be performed to determine the type flushing/drenching equipment required. At client job sites, portable or temporary stations must be established prior to the use of corrosive materials.

Transportation

Based on the first responder's assessment of the injuries involved, decide whether the injured requires to be taken directly to a hospital's emergency room, occupational medicine provider or administer first aid on location. Examples of serious injuries that result in the injured being transported to a medical provider are those resulting in severe blood loss, possible permanent disfigurement, head trauma, spinal injuries, internal injuries and loss of consciousness. Keep in mind that the needs and well-being of the injured are the first priority. Proper equipment for prompt transportation of the injured person to a physician or hospital or a communication system for contacting necessary ambulance service shall be provided. Choices to consider include: private automobile, company vehicle, helicopter, crew boat, EMS vehicles including medivac helicopters, or any other transportation that can provide safe transportation to the hospital or doctor's office in order to provide medical attention to the injured in the quickest manner without any additional complications or injuries to the injured employee. Transportation needs must be preplanned and coordinated with the transportation provider prior to an incident requiring such service.

Training

Volunteers or selected employees are trained by the American Red Cross in CPR and first aid. Each of these trained and certified employees are equipped with protective gloves and other required paraphernalia. CPR training must be re--certified annually and first aid training must be re---certified every three years.

Respiratory Protection Policy

- KDF is committed to maintaining an injury and illness free workplace and is making every effort to protect our employees from harmful airborne substances.
- Our Respiratory Protection Plan is designed to: identify, evaluate, and control exposure to respiratory hazards; select and provide the appropriate respirators; and coordinate all aspects required for proper use, care, and maintenance of the equipment.
- Accomplishing these goals requires a cooperative effort on the part of employees and of management.
- Management will provide leadership by example and demonstrate interest by ensuring that adequate resources are available for effective implementation of our Respiratory Protection Plan
- We expect all employees to work conscientiously to carry out our Respiratory Protection Plan, which is an element of our Injury and Illness Prevention Plan.
- Each individual project where respirator use is indicated will have a developed respiratory protection plan specifically designed and containing at a minimum the following:
 - -Contaminants and expected exposure
 - -Responsibilities of site staff
 - -Respirator selection
 - -Medical evaluations
 - -Fit testing procedures
 - -Employee training
 - -Voluntary respirator use
 - -Cartridge Change out
 - -Procedures for cleaning, inspecting, repairing respirators
 - -Adequate air quality for respirators policy
 - -Evaluation
 - Every Plan will be dedicated a plan administrator who has the authority and responsibility for overall management and administration of our Respiratory Protection Plan, which consists of the following:
 - preparing, evaluating, and modifying the written respiratory protection plan

- identifying, locating, and maintaining ongoing surveillance and evaluation of airborne exposures
- selecting respirators
- conducting medical screening for potential respirator users
- conducting respirator fit testing and assignment
- training
- recordkeeping
 - To assist the plan administrator, certain aspects of the program will be delegated to others according to the form *Organizational Responsibility Chart*. All supervisors are responsible for carrying out the plan for employees under their supervision.

o **Recordkeeping**

- We document each major component of our program to: verify that each activity has occurred; evaluate the success of the program; and satisfy regulatory requirements.
- These records include the written program, exposure determination, respirator selection, physical status evaluation, fit testing and respirator assignment, training form, and program assessment.

RESPIRATOR PLAN EVALUATION WORKSHEET

Name: _____ Job Title: _____ Date: _____

	Yes	No
1. Are proper types of respirators selected?		
2. Are the employees wearing respirators properly trained?		
3. Are correct respirators used?		
4. Are respirators worn properly?		
5. Are respirators properly maintained and cleaned?		
6. Are respirators properly stored?		
7. Is fit testing conducted properly?		
8. Are pertinent records being kept?		
9. Are employees receiving periodic medical screening to determine whether they can safely wear a respirator?		
10. Has air contaminant monitoring been conducted for raw material or production process changes?		

Comments: _____

Signature: _____

RESPIRATOR SELECTION INFORMATION

Identification Number: _____

Hazard Information

1. Oxygen content (%): _____

Most of the following obtained from Material Safety Data Sheet

2. Air contaminants:

Chemical name _____

Trade name _____

Physical state _____

(dust, fume, mist, gas, vapor)

3. Exposure limit:

OSHA 8-hour TWA _____

OSHA ceiling _____

ACGIH ceiling _____

NIOSH 8-hour TWA _____

NIOSH ceiling _____

Other _____

4. Warning properties:

Eye irritation concentration _____

Respiratory irritation concentration _____

Odor threshold concentration _____

5. IDLH concentration: _____

6. Can substance be absorbed through skin? _____

7. Can substance cause skin irritation? _____

8. Chemical properties:

Vapor pressure _____

Lower flammable limit _____

Upper flammable limit _____

9. Minimum protection factor needed: _____

Process/Operation Information

1. Work description/operation: _____
2. Anticipated use time: _____
3. Worker activity level: _____
4. Work area location: _____
5. Work area characteristics: _____
6. Location of hazardous area relative to safe area: _____

Recommended NIOSH/MSHA Approved Respiratory Protection

1. _____ TC# _____ 2. _____ TC# _____ 3. _____ TC# _____

Date: _____ Signature: _____

Make additional copies of this form as needed.

Personnel	Program Function	Records (Forms) Maintained
_____ name _____ job title	Administration of program • preparation • evaluation • modification	• Organizational Responsibility Chart • Respirator Program Evaluation Worksheet • Identification and Location of Airborne Contaminant Exposures and Results of Ongoing Surveillance • Referral for Medical Evaluation • Respirator Selection Summary
_____ name _____ job title	Workplace evaluation • hazard identification • measurements • continual surveillance	• Identification and Location of Airborne Contaminant Exposures and Results of Ongoing Surveillance • Respirator Selection Information • Respirator Fit Testing and Assignment
_____ name _____ physician	Medical evaluation of workers requiring use of respirators	• Respirator Selection Information • Physical Status Questionnaire for Intended Respirator Users • Referral for Medical Evaluation
_____ name _____ job title	Respirator • selection and issuance • training and fit testing • inventory and stocking	• Referral for Medical Evaluation • Respirator Fit Testing and Assignment • Respirator Selection Summary • Respirator User Training and Education

PHYSICAL STATUS QUESTIONNAIRE FOR INTENDED RESPIRATOR USERS

Employee: _____ Social Security #: _____

Job description: _____

Work activity while wearing respirator: _____ Type of respirator and

wearing time: _____ Air contaminant(s)

exposed to: _____ Age: _____

_____ Height: _____ Weight: _____

Health status: Poor ☐ Fair ☐ Average ☐ Above Average ☐ Excellent ☐

Have you had a history of the following:

Yes No

- | | | |
|-----------------------|-----------------------|--|
| ☐ | ☐ | 1. Lung disease, history of smoking, persistent cough, asthma, emphysema, bronchitis? |
| ☐ | ☐ | 2. Heart disease, history of fainting, shortness of breath, high blood pressure, diabetes? |
| ☐ | ☐ | 3. Fear of tight enclosed spaces, sensation of smothering, heat exhaustion, or stroke? |
| ☐ | ☐ | 4. Poor vision, wearing contact lenses or glasses, defective hearing loss, ruptured ear drum? |
| ☐ | ☐ | 5. Continual prescribed medication? |
| ☐ | ☐ | 6. Previous difficulty with respirator use, conditions of limited work ability with or without respirator use? |

Explain any Yes answer or give additional information from employee interview: _____

Based on answers to questions above, my interview with the employee, and assessment of his/her ability to work effectively while wearing a respirator, I recommend:

- ☐ respirator use inadvisable
- ☐ referral for medical evaluation
- ☐ referral for respirator fit testing and assignment, subject to equipment and conditions of use given above

Employee: _____ Supervisor: _____ Date: _____

RESPIRATOR FIT TESTING AND ASSIGNMENT (QUALITATIVE)

Name: _____ Date: _____

Job: _____ Glasses worn: _____ Facial hair, dentures, other: _____

Test media (see Appendix C*): Irritant smoke ☐ Isoamyl acetate ☐ Saccharin ☐

Respirator Type					
A. Compatible with eye glasses					
B. Test exercises					
1. head stationary, normal breathing					
2. head stationary, deep breathing					
3. head turning side to side					
4. head moving up and down					
5. talking (rainbow passage) see Appendix H*					
C. Comfort					
1. very comfortable					
2. comfortable					
3. barely comfortable					
4. uncomfortable					
5. intolerable					

Assigned Equipment

Type: _____ Manufacturer: _____ Model: _____

*Note: Appendix C and Appendix H can be found in the *Guide to Respiratory Protection at Work*, published by OSHA.
Make additional copies of this form as needed

**IDENTIFICATION AND LOCATION OF AIRBORNE CONTAMINANT EXPOSURES AND
RESULTS OF ONGOING SURVEILLANCE**

Location	Operation	Airborne Contaminants	Exposure	Date Determined

Signature: _____

Date: _____

RESPIRATOR USER TRAINING AND EDUCATION

1. The respirator user will be instructed in the nature of the hazards for which the respiratory protection is being provided, and informed of possible consequences that may occur if exposed to the hazard without adequate protection. Health hazard guidelines are contained in the training program and Material Safety Data Sheets. The respirator user will also be made aware that every reasonable effort is being made to reduce or eliminate the hazard.
2. Instruction will cover the respirator's capabilities and limitations, and the function and possible malfunction of each part of the respirator.
3. The respirator user will be instructed in his/her responsibility for equipment inspection prior to use. Appropriate points of inspection will be included. Each respirator user will use his/her respirator during this part of the training, and learn how to obtain replacement parts or new equipment.
4. Instruction will be given on donning methods, proper fitting, and adjustment of the equipment.
5. Instruction and training will cover proper respirator storage, cleaning and maintenance, and methods to assure adequate fit and function of the respirator each time it is donned.

Training Record

Name	Department	Respirator Type	Use	Date	Initial

Trainer's Signature—and initial alldates: _____

Make additional copies of this form as needed.

RESPIRATOR SELECTION SUMMARY

Location and/or Operation	User Name	Respirator manufacturer, model, size, type	Air Contaminants	Respirator Selection Criteria from Respirator Selection Information form enter criteria & identification #
--	------------------	---	-----------------------------	--

Risk Identification and Employee notification

Once the presence and concentrations of specific hazardous substances and health hazards have been established, the risks associated with these substances will be identified.

Employees who will be working on the site will be informed of any risks that have been identified by their KDF Safety Officer.

KDF will provide a Hazard communication with any information concerning the chemical, physical, and toxicologic properties of each substance known or expected to be present on site and relevant to the duties an employee is expected to perform prior to the commencement of their activities.

Project Preparation and Planning

Prior to site entry, the KDF will ensure that:

- Adequate work planning, health and safety evaluation of the proposed work scope and safety planning (including a HSP signed by an appropriate safety professional and operating procedures review have been completed;
- All personnel have been properly trained and briefed in hazards and procedures for the site to be entered;
- Equipment and materials are on-hand to safely and efficiently complete the work;
- Proper site access authorization has been obtained;
- Proposed project employees have read and signed the HSP; and
- The site has been wetted down for at least 24 hours prior to debris removal activities. Wetting for up to 48 hours prior to debris removal activities may be required based on site conditions. This will be done using a water source such as a water truck with hose attachment
- Whilst KDF will not provide PPE for homeowners we will be prepared to support homeowners in the

debris disposal process by walking the site with the homeowner prior to the debris removal operation commencing to identify areas of homeowner assistance for the recovery of valuable.

-Level D PPE is the minimum basic PPE required on this project– 100% compliance mandatory, Levels will be published for all sites and roles and must be adhered to.

-Debris, ash, and contaminated soil work will require respirator protection (Level C).

-Each Work Zone shall have a First Aid kit and Eye Wash bottle readily available. The Safety and

Health Training Plan Program

Training is a key element of any health and safety plan along with inspection and audit. Different levels of training are required dependent on the level of risk and the job and at KDF we believe that ongoing training and assessment is key to any project.

Written training logs will be maintained by KDF for all employees to be included in a project file kept on site during the project.

We have roughly split training into different categories or levels but this will be site and project specific. An example of what this may look like:

Employees will not be permitted to participate in or supervise field activities until they have been trained to a level required by their job function and responsibility. At a minimum these will thoroughly cover the following topics:

-Names of personnel and alternates responsible for site safety and health

-Safety, health and other hazards present on the site

-Use of PPE

-Work practices by which the employee can minimize risks from hazards

-Safe use of engineering controls and equipment on the site

-Medical surveillance requirements including recognition of symptoms and signs which might indicate overexposure to hazards

-Site safety and health plan requirements

-Emergency procedures

After this initial training, each member of the workforce will be expected to meet a level of refresher training designated by their supervisor and appropriate for their role.

Some roles within a project will be expected to retain a specific level of safety training. As an example of minimum requirements for a debris removal project:

Hazardous waste and emergency response- training general (HAZWOPER)

40-Hour CAL/OSHA or equivalent off site training followed by 3 days supervised on site training Necessary for staff such as Safety officers, Project Manager, Debris Removal Crew supervisors and Foremen, workers in high level hazardous conditions.

HAZWOPER Supervisor Training

8 hours of training for supervising hazardous wastes sites Necessary for all site safety supervisors

HAZWOPER Refresher Training

8 hour refresher course post general HAZWOPER general training

FIRST AID Training

General first and CPR

A minimum of 2 trained project teams members but be on site at all times

Heavy Equipment operators training

Up to date qualifications must be retained on each piece of heavy equipment by all operators

Power tools Training

Risk and injury prevention, proper and safe use and maintenance of all tools, eg chainsaws for anyone using power tools

Visitors site policy

All site visitors will be required to review the daily safety issues and sign the visitor's log. At a minimum, all visitors must be informed of the anticipated hazards, PPE requirements, designated work zones, escort procedures, and emergency procedures and will be expected to adhere to these procedures.

Project meetings

- **Initial health and safety meeting**

All employees will be expected to attend and initial safety meeting and will not be allowed

to work without certification of attendance.

- **Site orientation meeting**

All employees and subcontractors must attend a site orientation meeting. Site review in line with site safety plan, PPE requirements, site specific hazards, incident reporting, accidents plans, hazard prevention and AHAs.

- **Daily Safety Briefings**

All site/field workers will attend a daily meeting prior to commencement of activities to review daily hazards and plans. This is also an opportunity to update training where necessary.

These daily meeting will also focus on the days plan and an update for the following days, review any recent incidents and incident reports and discuss safety improvements and practices.

- **Weekly Safety Meeting**

Weekly safety meeting including KDF and Clients consultant/representatives.

Safety Inspections

KDF site safety supervisors will perform ongoing health and safety inspections and monitoring throughout the lifetime of the project to ensure that health and safety procedures are being followed and safety of everyone on site is protected. The results of these inspections will feed into our risk analysis plans and hazard management plans and will be audited to inform ongoing improvement in KDF safety performance. Any deficiencies in the effectiveness of the site safety plan will be corrected immediately and if necessary, work will cease until such time as this is achieved.

Safety inspection reports will be kept on site in a file accessible at all times throughout the project along with corrective action plans which will be submitted to the client for review.

Regular inspections we anticipate for a general project are as follows, although there may be additional items depending on the scope of the project:

- Recorded Daily**

- General site conditions
 - Construction Equipment
 - Haul Trucks
 - Construction tools

- PPE

Recorded Weekly

- Ladders
- Emergency equipment
- Fire Extinguishers
- First aid equipment

KDF safety checklists will be available at all sites to ensure these inspections are accurately recorded and each site will have an accountable person for safety file management

Incident Reporting

An incident is defined for this purpose as an undesired and unplanned event that occurs during a task or job. As per the health and safety handbook all incidents must be reported by employees to their supervisor immediately and a formal report will be produced within 24 hrs.

Any incident the results in illness, injury, damage to property, fire or environmental damage or 'could' have resulted in any of these will be investigated by KDF safety team. Investigation reports will be developed and be available to all interested parties on request.

Any incident resulting in serious injury, hospitalization or death will result in all work ceasing until the incident has been completely investigated and a formal agreement to resume work is available.

Logs Reports and Record Keeping

The site safety Manager will be involved in the development and maintenance of safety meeting reports and logs, including at a minimum the following:

- Daily morning safety meetings
- Daily pre and/or post shift equipment inspections
- Site safety Inspections
- Hazard training analysis
- All training programs
- All work permits
- All safety certification
- Accident reporting

A database will be kept of all of this information and will be accessible at all times in addition to the on site file.

Medical Surveillance

KDF will carry out a medical surveillance program for the following employees

- (A) Any employee who is or may be exposed to hazardous substances or health hazards at or above the PELs or, if there is no PEL, above the published exposure levels for these substances, without regard to the use of respirators, for 30 days or more a year.
- (B) Any employee who wears a respirator during any part of a day for a period of 30 days or more in a year, or as required by 8 CCR 5144.
- (C) Any employee who is injured, becomes ill or develops signs or symptoms due to possible overexposure involving hazardous substances or health hazards from an emergency response or hazardous waste operation; and
- (D) Members of HAZMAT teams.

Medical Evaluations

All personnel who will be wearing respirators must gain approval in writing from a physician or healthcare professional before they are issued with a respirator.

Details of medical evaluations for employees and subcontractors will be documented within the safety evaluation file.

Personal Protective Equipment Selection

Based on the earlier site assessment and hazard risk analysis the level of PPE required for each site will have been determined.

The aim of PPE selection is to ensure that all employees are given the correct equipment with which to protect them from known or suspected hazards.

For most debris removal projects this is minimum of level D requiring that all employees wear hard hats, safety footwear, safety glasses, suitable gloves and high visibility vests.

Some sites and roles will be level C which will involve disposable shoe covers, disposable

overalls, specialized boots, surgical gloves and respirators with P100 filters.

All employees using or working near heaving machinery including power tools and generators must wear hearing protection and hand protection such as leather gloves must be worn when using power tools.

1. Face protection must be worn by anyone using chipping, grinding or cutting machinery.

Harnesses should be worn by anyone where a fall risk has been identified and these must be well maintained and checked daily to ensure they are fitted properly by a qualified person and are in good working order.

The level of this protection will be specified in the project plan and enforced through site management.

The quality of this protection must be maintained throughout the working day and work should cease if this is not possible and the PPE should be replaced. PPE must be constantly inspected for 'wear and tear' and replaced when appropriate. It is the responsibility of the employee to care for and maintain their own PPE and KDF will ensure that the necessary tools in order to ensure that is possible on site are available at all times e.g washing facilities, clean storage facilities and sanitation facilities.

All PPE must be fitted correctly in order that it is effective, and all employees will be trained on this prior to work commencement.

Decontamination will be necessary when leaving sites that are designated level C PPE and it is crucial that this is done effectively in order to minimize any potential spread or contamination. Training on procedures and adequate decontamination facilities will be provided on every level C site.

Monitoring

Ongoing monitoring will be carried out by KDF in order to ensure that proper selection of engineering controls, work practices, PPE selection is in place and employees are not exposed to levels which exceed PELs or published exposure levels in the absence of PEL's for hazardous substances such as asbestos, silica and metals (antimony, arsenic, barium, beryllium, chromium, cobalt, copper, lead, manganese, nickel, selenium, silver, thallium, vanadium, zinc)

Monitoring will be used to identify and quantify airborne levels of hazardous

substances, and healthy and safety hazards in order that we are able to provide the appropriate level of employee protection on site.

Monitoring will be done at initial assessment and then periodic monitoring will take place at times when there is a likelihood for changes in exposure to occur for example when a different type of operation is initiated on a site, when work begins on a different portion of the site or if there is a known spill or leak.

Some employees and some crews will be identified as high risk due to their role, the environment they are working in or due to an incident that has occurred and these employees will be subject to monitoring with greater frequency.

This monitoring program will be managed by the Safety Operations Manager with support from an environmental specialist.

Emergency Response Plan

Each project has a KDF lead emergency response plan which all employees are trained to adhere to and each site has 2 emergency response leads on site at all times. The key elements of this plan are as follows and a separate document focused on this element will be available at the end of this document.

- (A) Pre-emergency planning.
- (B) Personnel roles, lines of authority, and communication.
- (C) Emergency recognition and prevention.
- (D) Safe distances and places of refuge.
- (E) Site security and control.
- (F) Evacuation routes and procedures.
- (G) Decontamination procedures which are not covered by the site safety and health plan.
- (H) Emergency medical treatment and first aid.
- (I) Emergency alerting and response procedures.
- (J) Critique of response and follow-up.
- (K) Personal protective equipment (PPE) and emergency equipment.
- (3) Procedures for handling emergency incidents.

Hazard Communication Plan

KDF will provide a Hazard communication plan which will be site specific and include the following items:

- Chemical Inventory

- Chemical Labelling
- Safety Data Sheets (SDS)
- Employee Training and Information

An example of a hazard communication plane from a previous project is included in this document

Dust Control

During fire related cleanup dust will be produced from ash debris removal and loading operations. Onsite exposure in the personal property debris removal (PPDR) operations will be controlled by wetting the ash and debris. This will initially occur prior to site entry with a minimum of 24 hrs wetting to occur and 48 hours in specific cases using a water equipment vehicle with hose. Other methods that will be employed to try and minimize dust production are:

- Water sprays during loading
- Taking care to work slowly and carefully where dust is visible
- Minimizing dropping of debris from a significant height
- Maintaining work zones to minimize disruption of areas with potential to produce dust
- Maintaining a work zone perimeter to try and minimize exposure on the public at large.
- Ash debris will be transported in lined trucks where the lining is doubled over and secured to prevent and dust escaping during transit to its final disposal site. Trucks will also be tarped as an additional security.

The wetting process will also be used during the removal of impacted concrete from structures in order to minimize any material emissions, although the lining described above is not required for concrete transportation.

Wildlife Hazards

Site workers must be aware of the possibility of the presence of natural hazards/Biological hazards in any work site. These should always be reported directly to the site foreman and safety officer in order that remedial action may be taken if necessary, to protect other onsite.

These could be poisonous plants, insects, wild animals, ticks as well as dead animals or food waste that could be attracting further hazards.

In areas susceptible to insect all employees should be encouraged to wear insect

replant and should check themselves for ticks as part of their site exit strategy. Poisonous plants should be reported and avoided, and all personnel will be made aware of their location as part of daily safety briefings

Sanitation at Temporary Workplaces

As most of the sites we work with are temporary due to the nature of disaster debris clean up, adequate sanitation to ensure the health and comfort of all employees is critical. At a minimum we will provide:

Potable water

- (A) An adequate supply of potable water shall be provided on the site.
- (B) Portable containers used to dispense drinking water shall be capable of being tightly closed and equipped with a tap, and shall be otherwise designed, constructed, and serviced so that sanitary conditions are maintained. Water shall not be dipped from containers.
- (C) Any container used to store, dispense, or distribute drinking water shall be clearly marked as to the nature of its contents and not used for any other purpose.
- (D) Where single service cups (to be used but once) are supplied, both a sanitary container for the unused cups and a receptacle for disposing of the used cups shall be provided.

Non potable water.

- (A) Outlets for nonpotable water, such as water for industrial or firefighting purposes, shall be identified to indicate clearly that the water is unsafe and is not to be used for drinking, washing, or cooking purposes.
- (B) There shall be no cross-connection, open or potential, between a system furnishing potable water and a system furnishing nonpotable water.
- (3) Toilet facilities.

A minimum of one separate toilet facility shall be provided for each 20 employees or fraction thereof of each sex. Such facilities may include both toilets and urinals provided that the number of toilets shall not be less than one half of the minimum required number of facilities.

EXCEPTION: Where there are less than 5 employees, separate toilet facilities for each sex are not required provided the toilet facilities can be locked from the inside and contain at least one toilet.

- (B) Under temporary field conditions, provisions shall be made to assure that at least

one toilet facility is available.

(C) Hazardous waste sites, not provided with a sanitary sewer, shall be provided with the following toilet facilities unless prohibited by local codes:

1. Chemical toilets;
2. Recirculating toilets;
3. Combustion toilets; or
4. Flush toilets.

(D) The requirements of this subsection for sanitation facilities shall not apply to mobile crews having transportation readily available to nearby toilet facilities.

(E) Doors entering toilet facilities shall be provided with entrance locks controlled from inside the facility.

(F) Toilet facilities shall be kept clean, maintained in good working order, and provided with an adequate supply of toilet paper.

(4) Food handling: All food service facilities and operations for employees shall meet the applicable laws, ordinances, and regulations of the jurisdictions in which they are located.

(5) Temporary sleeping quarters: When temporary sleeping quarters are provided, they shall be heated, ventilated, and lighted.

(6) Washing facilities: KDF provide adequate washing facilities for employees engaged in operations where hazardous substances may be harmful to employees. Such facilities shall be in near proximity to the worksite; in areas where exposures are below PELs and published exposure levels and which are under the control of the employer; and shall be so equipped as to enable employees to remove hazardous substances from themselves.

(7) Showers and change rooms: When hazardous waste clean-up or removal operations commence on a site and the duration of the work will require six months or greater time to complete, KDF will provide showers and change rooms for all employees exposed to hazardous substances and health hazards involved in hazardous waste clean-up or removal operations.

(A) Showers shall be provided and shall meet the requirements of 8 CCR 3366(f).

(B) Change rooms shall be provided and shall meet the requirements of 8 CCR 3367. Change rooms shall consist of two separate change areas separated by the shower area. One change area, with an exit leading off the worksite, shall provide employees with a clean area where they can remove, store, and put on street clothing. The second area, with an exit to the worksite, shall provide employees with an area where they can put on, remove, and store work clothing and personal protective equipment.

(C) Showers and change rooms shall be located in areas where exposures are below the PELs and published exposure levels. If this cannot be accomplished, then a ventilation system shall be provided that will supply air that is below the PELs and published exposure levels.

(D) Employers shall assure that employees shower at the end of their work shift and

when leaving the hazardous waste site.

Drug-Free Workplace

KDF prohibits the use, sale, dispersal, possession, or manufacture of illegal drugs, narcotics, or alcoholic beverages by its employees and on its premises or work sites. This prohibition also covers all legal or prescription drugs that impair an employee's ability to perform his/her job safely or properly. Full details of KDF's Drug Free Workplace Policy can be found in the Health and Safety Handbook.

Personal Protective Equipment (PPE)

PPE must be used by all personnel when entering any of the designated job sites and the level of protection will depend on the jobsite or zone they are entering. The level of protection may be changed only after determination by the Site Safety manager, with documented monitoring and PEL and an accepted safety plan amendment. This must be signed off ultimately by the project manager and safety director prior to formal changes being made. This will occur throughout the life of the project as debris is moved and sites are completed

Protection Categories/Levels

All personnel working on site will be following one of these levels of PPE

Level D- Minimum site requirements (all equipment will meet recommended safety classes)

- High Visibility clothing, either a High Visibility shirt or Safety vest
- Hard Hat
- Protective Glasses/eyewear
- Appropriate gloves dependent on the job, e.g leather protective gloves, surgical gloves
- Hearing protection
- Sleeved shirts and long pants.
- Protective footwear, Work boots with safety toe

In addition, as a modification to Level D for specific hazards the following may be needed:

- Chemical Protective Gloves
- Specialty safety boots
- Chemical coveralls
- Tree work specific additional protection to include protective gloves, sleeves, chaps, face protection and harness.

Level C- Greater protection due to Hazard Exclusion Zone entry

- Chemical resistant coveralls
- Respiratory Protection
- Chemical resistant gloves and boots
- Hard Hats
- Eye protection

Respiratory Protection

Use of respiratory protection will be necessary in some hazard zones and will be decided by the results of laboratory analysis and monitoring of exposure levels.

Minimum requirements will be dependent on the contaminant that has been highlighted. The appropriate cartridge will be layered with P-100 particulate filters for heavy metal and particulate dust and organic vapor filters for VOC protection.

All equipment and protection must be maintained in good working condition and should be changed if this condition deteriorates but cartridges must be changed weekly at a minimum, more often is necessary.

All personnel using respiratory protection must be trained prior to use on how to use, maintain and limitations and must follow KDF procedures for respiratory protection use.

General Jobsite Safety Rules

All personnel must follow the best management practices for personal hygiene and contamination control.

-Eating, drinking, using gum or tobacco products, or applying cosmetics shall be done in designated areas only.

-No smoking is allowed. Designated smoking sites will be made known at daily meetings

-All field personnel must attend daily Safety Meetings.

-All personnel will continually observe work areas and be alert to changes that may affect safety.

-Incidents, accidents, near misses, or unusual situations will be immediately reported your supervisor and safety officer

-Personnel will use PPE provided at all times while on site

-All safety equipment/vehicles and construction equipment shall be inspected

prior to use.

- Personnel will follow the instructions of the Field Supervisor at all times.

- Personnel will avoid rushing and/or taking shortcuts-Safety comes first!

- All personnel will conduct visual checks on machinery and equipment prior to use, and complete the daily inspection form

- Personnel will take precautions to prevent spillage and splashing and will follow KDF procedures should it occur

- Personnel will familiarize themselves with the physical characteristics of the site and be aware of escape/evacuation routes.

- All wastes generated during activities will be disposed of as directed by the Site supervisor and outlined in the safety briefing

Any individual taking prescribed drugs shall inform their supervisor of the type of medication.

- Violence or abuse of any kind will not be tolerated

- All personnel shall be familiar with the site emergency procedures.

Anyone not adhering to these rules may face disciplinary action.

Definitions

Buddy system: A system of organizing employees into work groups in such a manner that each employee of the workgroup is designated to be observed by at least one other employee in the workgroup. The purpose of the buddy system is to provide quick assistance to employees in the event of an emergency.

Certified employee: An employee that has completed all of the requirements for training certification

Certified supervisor: A supervisor that has completed all of the requirements for training certification

Clean-up operation: An operation where hazardous substances are removed, contained, incinerated, neutralized, stabilized, cleared-up, or in any other manner processed or handled with the ultimate goal of making the site safer for people or the environment.

Decontamination: The removal of hazardous substances from employees and their equipment to the extent necessary to preclude the occurrence of foreseeable adverse health effects.

Emergency response: A response effort by employees from outside the immediate release area or by other designated responders (i.e., mutual aid groups, local fire departments, etc.) to an occurrence which results, or is likely to result, in an uncontrolled release, which may cause high levels of exposure to toxic substances, or which poses danger to employees requiring immediate attention. Responses to incidental releases of hazardous substances where the substance can be absorbed, neutralized, or otherwise controlled at the time of release by employees in the immediate release area, or by maintenance personnel are not considered to be emergency responses within the scope of this standard. Responses to releases of hazardous substances where there is no immediate safety or health hazard (i.e., fire, explosion, or chemical exposure) are not considered to be emergency responses.

NOTE: The "immediate release area" can be the entire geographic boundary of the employee's assigned work area.

Facility: A. Any building, structure, installation, equipment, pipe or pipeline (including any pipe into a sewer or publicly owned treatment works), well, pit, pond, lagoon, impoundment, ditch, storage container, motor vehicle, rolling stock, or aircraft, or

B. any site or area where a hazardous substance has been deposited, stored, disposed of, placed, or otherwise come to be located; but does not include any consumer product in consumer use or any water-borne vessel.

Hazardous materials response (HAZMAT) team: An organized group of employees, designated by the employer, which is expected to perform work to handle and control actual or potential leaks or spills of hazardous substances requiring possible close approach to the substance. The team members perform responses to releases or potential releases of hazardous substances for the purpose of control or stabilization of the incident. A HAZMAT team is not a fire brigade nor is a typical fire brigade a HAZMAT team. A HAZMAT

team, however, may be a separate component of a fire brigade or fire department.

Hazardous substance: Any substance designated or listed under A. through D. below, exposure to which results or may result in adverse effects on the health or safety of employees:

A. Any substance defined under Section 103(14) of CERCLA or under Sections 25316 and 25317 of the California Health and Safety Code;

B. Any biological agent and other disease-causing agent which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any person, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction) or physical deformations in such persons or their offspring;

C. Any substance listed by the U.S. Department of Transportation and regulated as hazardous materials under 49 CFR 172.101 and appendices; and

D. Hazardous waste as herein defined.

Hazardous substance removal work: Clean-up work at any of the following:

B. A site where removal or remedial action is taken pursuant to any of the following:

1. Chapter 6.8 (commencing with Section 25300) of Division 20 of the Health and Safety Code, regardless of whether the site is listed pursuant to Section 25356 of the Health and Safety Code.

2. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Sec. 9601 et seq.).

3. Any operations covered under subsections (a)(1)(A) through (a)(1)(C) of this section.

C. A site where corrective action is taken pursuant to Section 25187 or 25200.10 of the Health and Safety Code or the federal Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et seq.)

D. A site where clean-up of a discharge of a hazardous substance is required pursuant to Division 7 (commencing with Section 13000) of the Water Code.

E. A site where removal or remedial action is taken because a hazardous substance has been discharged or released in an amount that is reportable pursuant to Section 13271 of the Water Code or the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Sec. 6901 et seq.). Hazardous substance removal work does not include work related to a hazardous substance spill on a highway.

Hazardous waste: A waste or combination of wastes as defined in 40 CFR 261.3, or regulated as hazardous waste in California pursuant to Chapter 6.5, Division 20, California Health and Safety Code, or B. those substances defined as hazardous wastes in 49 CFR 171.8.

Hazardous waste operation: Any operation conducted within the scope of this regulation including hazardous substance removal work as defined in Labor Code Section 142.7(b).

Hazardous waste site, or site: Any facility or location at which hazardous waste operations within the scope of this regulation take place.

Health hazard: A chemical or a pathogen where acute or chronic health effects may occur in exposed

employees. It also includes stress due to temperature extremes. The term health hazard includes chemicals that are classified in accordance with the Hazard Communication Standard, Section 5194, as posing one of the following hazardous effects: Acute toxicity (any route of exposure); skin corrosion or irritation; serious eye damage or eye irritation; respiratory or skin sensitization; germ cell mutagenicity; carcinogenicity; reproductive toxicity; specific target organ toxicity (single or repeated exposure); aspiration toxicity or simple asphyxiant. (See Appendix A to Section 5194 Health Hazard Criteria (Mandatory) for the criteria for determining whether a chemical is classified as a health hazard.)

IDLH or Immediately dangerous to life or health: An atmospheric concentration of any toxic, corrosive or asphyxiant substance that poses an immediate threat to life or would cause irreversible or delayed adverse health effects or would interfere with an individual's ability to escape from a dangerous atmosphere.

Incidental release: An incidental release is one that does not cause a health or safety hazard to employees and does not need to be cleaned up immediately to prevent death or serious injury to employees.

Permissible exposure limit (PEL): The exposure, inhalation or dermal permissible exposure limit specified in 8 CCR, Chapter 4, Subchapter 7, Groups 14 and 15; and Group 16, Articles 107, 109, and 110.

Post-emergency response: That portion of an emergency response performed after the immediate threat of a release has been stabilized or eliminated and clean-up of the site has begun. If post emergency response is performed by an employer's own employees who were part of the initial emergency response, it is considered to be part of the initial response and not post-emergency response. However, if a group of an employer's own employees, separate from the group providing initial response, performs the clean-up operation, then the separate group of employees would be considered to be performing post-emergency response and subject to subsection (q)(11) of this section.

Pre-job health and safety conference: A health and safety conference or briefing held prior to entering a site for the purpose of initiating hazardous substance removal work.

Published exposure level: The exposure limits published in "NIOSH Recommendations for Occupational Safety and Health Standards 1988" incorporated by reference, or if no limit is specified, the exposure limits published in the standards specified by the American Conference of Governmental Industrial Hygienists in their publication "Threshold Limit Values and Biological Exposure Indices for 1989-90" dated 1989 incorporated by reference.

Qualified person: A person with specific training, knowledge and experience in the area for which the person has the responsibility and the authority to control.

Site safety and health supervisor (or official): The individual located on a hazardous waste site who is responsible to the employer and has the authority and knowledge necessary to implement the site safety and health plan and verify compliance with applicable safety and health requirements.

Small quantity generator: A generator of hazardous wastes who in any calendar month generates no more than 1,000 kilograms (2,205 pounds) of hazardous waste in that month.

Uncontrolled hazardous waste site: An area where an accumulation of hazardous waste creates a threat to the health and safety of individuals or the environment or both. Some sites are found on public lands, such as

those created by former municipal, county, or state landfills where illegal or poorly managed waste disposal has taken place. Other sites are found on private property, often belonging to generators or former generators of hazardous waste. Examples of such sites include, but are not limited to, surface impoundments, landfills, dumps, and tank or drum farms.

Normal operations at TSD sites are not covered by this definition.

Uncontrolled release: An uncontrolled release is the accidental release of a hazardous substance from its container. If not contained, stopped, and removed, the release would pose a hazard to the employees in the immediate area or in areas in the path of the release, or from its byproducts or its effects (such as toxic vapors, fire, over-pressurization, toxic gases, or toxic particulates).

Acronyms and Abbreviations

ACM	Asbestos Containing Material
AHERA	Asbestos Hazard Emergency Response Act
AQMD	California Air Quality Management Districts
BMP	Best Management Practice
CAC	Certified Asbestos Consultant
CalEPA	California Environmental Protection Agency
CalOES	California Office of Emergency Services
CalRecycle	Department of Resources Recycling and Recovery
CARB	California Air Resources Board
CCR	California Code of Regulations
CEQA	California Environmental Quality Act
CIH	Certified Industrial Hygienist
CHP	California Highway Patrol
CSST	Certified Site Surveillance Technician
DFW	Department of Fish and Wildlife (California)
DGS	Department of General Services
DMV	Department of Motor Vehicles
DOT	Department of Transportation
DRC	Disaster Recovery Centers
DROC	Debris Removal Operations Center
DTSC	Department of Toxic Substances Control
EO	Executive Order
FEMA	Federal Emergency Management Agency
GPS	Geographic Positioning System
HAZWOPER	Hazardous Waste Operations and Emergency Response
HHW	Household Hazardous Waste
ICS	Incident Command System
IMT	Incident Management Team
MOU	Memorandum of Understanding
NESHAP	National Emissions Standards for Hazardous Air Pollutants
NIOSH	National Institute for Occupational Safety and Health
Operations Plan	Debris Removal Operations Plan with Project Specifications
Operations Team	Debris Removal Operations Team
OSHA	Occupational Safety and Health Administration

PPE	Personal Protective Equipment
ROE	Right-of-Entry Permit
SEMS	Standardized Emergency Management System
TF	Task Force
UCG	Unified Command Group
USA	Underground Service Alert (USANorth-811)
USACE	United State Army Corps of Engineers
USEPA	United States Environmental Protection Agency
UXO	Unexploded Ordinance

Appendix A-Worker Health and Safety During Fire Cleanup-2018 Edition

Workers face hazards even after fires have been extinguished. KDF is committed to the health and safety of all workers. This document refers to workers performing cleanup and other work in areas damaged or destroyed by fire and KDF commits to identifying and evaluating these hazards, correcting any unsafe or unhealthful conditions and provide training and instruction to employees in line with California Code of Regulations, Title 8, sections 1509, 1511, 1518 and 3203.

Potential hazards in fire cleanup areas include, but are not limited to, the following:

Fire and Fire Byproducts

Fire can continue to be a hazard during cleanup of a fire-damaged area. Heat sources from smoldering wood or other debris can come into contact with flammable material and could ignite and cause fire again. KDF provides fire extinguishers at every cleanup job and all workers are retrained on the appropriate use of these devices at initial training and through regular updates. Fire extinguishers are provided when employees are working inside buildings or structures or on construction or demolition sites (sections 1922 and 6151).

There may also be toxic, flammable, or asphyxiating gases or vapors from fires persisting in enclosed spaces and under debris. See guidance on Respiratory protection in further sections and refer to KDF training schedule for details and regularity of training.)

Electricity

After an outage, electrical deaths and injuries can occur as power lines are reenergized and electrical equipment is turned on.

KDF policy states that only qualified electrical workers, as defined in section 2700, are allowed to work on or near downed power lines and restore electrical power.

KDF policy states that only qualified line clearance tree trimmers, as defined in section 2700 are allowed to conduct tree trimming operations in the vicinity of energized power lines (sections 2950–2951).

No other worker employed by or subcontracted to KDF is allowed to perform any function in proximity to energized high-voltage lines (section 2946).

During project operations all overhead electrical power lines are considered energized until the utility company verifies that the lines are not energized, and the lines are visibly grounded at the work site (section 2946).

In situations where water is or has been near electrical circuits or electrical equipment, Qualified employees designated by health and safety officers are directed to ensure that the following precautions are taken:

- Turn off power at the main breaker or fuse of the service panel for the building.

- Do not turn power on or use electrical equipment until electrical circuits and equipment are inspected by a qualified person, as defined in section 2300 and section 2700.
- Do not use electrical equipment or circuits that have been exposed to heat from fire until inspected by a qualified person, as defined in section 2300 and section 2700.
 - Unless all electrical power is off, never enter flooded areas or areas with standing water.
 - Do not touch electrical equipment if wet or if the ground or surface is wet.

Where generators are used at the worksite, these must comply with the following safety requirements:

- Generators should be properly grounded (except for portable and vehicle-mounted generators under certain circumstances, provided certain other safety measures are taken) (sections 2395.1-2395.114; exceptions and alternative safety measures are provided in section 2395.6).
- 120-volt, alternating current, single-phase, 15-ampere and 20-ampere receptacle outlets on construction sites that are not a part of the permanent wiring of the building or structure must have approved ground-fault circuit interrupters to protect employees (section 2405.4, subsection (c)).
- If this is not possible, KDF will implement an assured equipment grounding conductor program (section 2405.4, subsection (d)).
- No electrical power source, including a generator, is allowed to be connected to a premises' wiring system, or parts of such a system, unless positive means are used to prevent the transmission of electricity beyond the premises' wiring system or beyond any intentionally segregated parts of the wiring system. Steps to ensure that electricity is not transmitted beyond the premises wiring system would include switching the main power breaker or fuse to the "off" position, however this may not be sufficient in all cases (section 2320.9).
 - o Once switched off, we will lock out or tag out the main power breaker or fuse to ensure that they are not inadvertently turned on (section 2320.4).
 - o KDF will then contact the utility provider before connecting a generator to a premises' wiring system.
 - o KDF will follow the advice and direction of the local utility provider before taking any further steps and will ensure that all relevant employees are knowledgeable about this process
 - o (See sections 2320.1–2320.10, 2340.1, 2380.1 and 2485.2)

Flammable Gases

KDF will ensure that pipes and tanks containing flammable gases, if potentially damaged or leaking, are properly shut off (subsection (c) of [section 3329](#) and subsection (a) of [section 5416](#)).

We will work with and follow the direction of the local utility company in ensuring the safety of our workers and the local community

Unstable Structures

Fire-damaged structures or buildings may be structurally damaged or weakened and can collapse without warning.

KDF will ensure that precautions, such as the following, are taken:

- We will not allow work to be performed in or around any fire-damaged structure until it has been examined and certified that it is safe for work by a registered engineer or other qualified person.
- Our initial assumption is that all stairs, elevated floors, and roofs are unsafe until inspected. This inspection will be carried out by qualified contractors and no workers will be allowed access until this has been confirmed
- KDF procedures and training ensure that employees leave the structure immediately if it shifts, or if there are unusual noises or other signs of impending collapse. All employees receive initial and ongoing training.
- (Sections [3203](#) and [3241](#)).
- **Note:** Even after a building or structure is determined to be safe, employees working in or around these structures may be exposed to falling objects. KDF provides and enforces that employees wear hardhats or helmets, safety glasses, gloves and adequate foot protection such as steel-toed shoes ([sections 3380–3385](#)).

Demolition

During demolition or dismantling of damaged buildings, structures, and equipment, there is an increased risk of hazards such as unexpected collapse, falling objects, damaging utilities and exposure to hazardous materials.

KDF procedures requires that the following occurs:

- A qualified person must conduct a written survey of the structure to determine the condition of the structural components and the possibility of an unplanned collapse of any portion of the structure and

adjacent structures (section 1734).

- KDF will take steps to determine if any type of hazardous chemicals, gases, explosives, flammable materials, or similarly dangerous substances have been used in any pipes, tanks, or other equipment on the property. We will ensure that these hazards are eliminated before demolition is started (section 1735).
- Demolition work must be under the immediate supervision of a qualified person with the authority to secure maximum safety for employees (section 1734).
- Utility companies must be notified and all utility services shut off or otherwise controlled before starting demolition, unless electricity or water is needed for demolition. In those cases, the utility services must be relocated or rearranged as necessary and protected from physical damage (section 1735).

Sharp or Flying Objects

Employees handling, cutting or breaking up debris may be exposed to sharp objects, flying objects and other cutting hazards. KDF policy is therefore provide and enforce that employees wear appropriate eye, hand and foot protection (sections 3380, 3382, 3384 and 3385).

Excavations

Digging with an excavator or other equipment presents the risk of striking and damaging underground installations such as natural gas, electric, sewer, and communication lines. Damage to underground installations may cause fire, explosion, electric shock, or release of toxic materials.

Employees entering an excavation may be injured or killed due to cave-ins, falling materials, or falling equipment.

Identifying underground installations before excavating

- Before starting excavation work, the approximate locations of all underground installations that may be encountered during excavation operations must be determined (section 1541 and Government Code section 4216.4).
- An excavator planning to conduct excavation work must notify the following entities of the excavator's intent to dig at least two working days before starting an excavation: (1) the

appropriate regional notification center and (2) all known owners of underground installations in the area who are not members of a notification center.

- o Before notifying the appropriate regional notification center, the excavation areas must be marked as specified in Government Code section 4216.2 (section 1541).
- o For northern California, the regional notification center is Underground Service Alert North 811. Website: <http://usanorth811.org/>. Phone: 811
- o For southern California, the regional notification center is Underground Service Alert of Southern California. Website: <http://www.digalert.org/>. Phone: 811
- After notifying the regional notification center and prior to beginning excavation work, the excavator must receive positive responses from all known owners/operators of underground installations confirming the locations of underground installations or confirming the owner/operator does not operate an underground installation that would be affected by the proposed excavation (section 1541).
- After the approximate locations of underground installations are determined and excavation work begins, the exact location of underground installations must be determined by safe and acceptable means (such as digging with hand tools), when approaching the approximate location of an underground installation (section 1541 and Government Code section 4216.4).
- All employees exposed to excavation hazards during excavation work must be trained in the notification requirements and excavation practices provided in section 1541 and Government Code sections 4216 through 4216.9 (section 1541). This will occur at initial training and through ongoing training through a project
- Any damage to underground installations discovered or caused during excavation work must be reported to the facility owner/operator or regional notification center (section 1541).

Protecting employees entering excavations

- A permit from Cal/OSHA must be obtained before the construction of excavations 5 feet or deeper into which any person is required to descend (section 341).
- Adequate protective systems must be used to protect employees entering excavations 5 feet or greater in depth, and where a potential for cave-in exists (section 1541.1).
- A stairway, ladder, ramp or other safe means of egress must be provided for excavations that are 4 feet or more in depth (section 1541).
- Employees must not be allowed to work in excavations where there is accumulated water, unless adequate precautions have been taken to protect employees (section 1541).

- Support systems must be installed to ensure the stability of structures adjacent to or adjoined to excavations (section 1541).
- Adequate protection must be used to protect employees from loose rock or soil that could fall or roll from an excavation face (section 1541).
- Materials and equipment must be kept at least 2 feet from the edge of excavations, or retaining devices must be used to keep materials from falling into excavations, or a combination of both if necessary (section 1541).
- Inspections of excavations, the adjacent areas, and protective systems shall be done by a competent person daily and as needed during each shift for indications of possible cave-ins, failure of protective systems, hazardous atmospheres, or other hazardous conditions (section 1541).

Carbon Monoxide Poisoning

Gasoline or diesel-powered pumps, generators and pressure washers may be used during cleanup. When in use, these machines generate carbon monoxide gas, which is colorless, odorless, tasteless and potentially lethal. It is nearly impossible to tell whether ventilation is sufficient to prevent excessive carbon monoxide buildup (section 5155) without using personal carbon monoxide monitors. KDF policy is not use gasoline or diesel-powered equipment indoors (sections 3662, 5141 and 5146).

Ash, Soot and Dust

Ash, soot and dust disturbed during cleanup may be inhaled and cause irritation or damage to workers' lungs. At KDF the health of our employees is paramount and we therefore enforce that the following precautions are taken:

- Use feasible engineering controls to ventilate and provide filtered air to indoor work areas (section 5141).
- Use a high-efficiency particulate air (HEPA) vacuum when cleaning ash, soot and dust (section 5141).
- When exposure to airborne ash, soot and dust cannot be controlled within the limits provided in section 5155 (for carbon black, polycyclic aromatic hydrocarbons and particulates) or the exposures would probably cause injury or illness (sections 5140 and 5141), KDF will provide and ensure that employees use properly fitted, NIOSH-certified air-purifying respirators designated

as N-95 or greater ([section 5144](#)).

- KDF has a written respiratory program that includes the elements listed in [section 5144](#), subsection (c)(1).
- When respirator use is not required by Cal/OSHA regulations, KDF may provide respirators at the request of employees or in some circumstances allow employees to use their own respirator. In these situations KDF will ensure that employees are provided with the information contained in [Appendix D to section 5144](#) and must follow all other requirements in [section 5144](#), subsection (c)(2).

Asbestos

Insulation, flooring, roofing materials, appliances, and furnishings in fire-damaged structures may contain asbestos, which can damage the lungs and cause cancer. Since asbestos does not burn, it becomes concentrated in the ash and debris when the rest of the structure burns. Asbestos related work is regulated under [section 1529](#) and [section 5208](#). The requirements for Asbestos specific and covered separately in KDF's Asbestos procedures. All relevant employees are trained on our Asbestos procedures and any questions should be directed to our Asbestos lead person

Hazardous Liquids

Fires in commercial and residential buildings and water used to fight fires can damage or dislodge tanks, drums, pipes and equipment that may contain hazardous liquids. Any cleanup of hazardous spills will only be actioned by KDF employees who have the required skills, knowledge and training (subsection (q) of [section 5192](#)). KDF will provide these employees with the necessary personal protective equipment and emergency equipment to perform the work (subsection (q) of [section 5192](#)). No damaged or dislodged equipment containing hazardous liquids will be moved or altered without first obtaining instruction from the local fire department.

Other Hazardous Substances

Residential and commercial structures are composed of materials that may release or break down into hazardous substances when burned. These materials include synthetics (such as plastics), petroleum products (such as asphalt shingles), treated wood, adhesives, and metals. Residences and business may also contain items that are composed of hazardous substances or that become hazardous when burned, such as electronics, appliances, batteries, vehicles, household chemicals, pesticides and herbicides. After a fire, the remaining ash, debris, and underlying soil will be contaminated with the hazardous substances. The dangers may not be obvious, because contaminated ash, debris, and underlying soil may look the same as uncontaminated material.

Some of the specific hazardous substances of concern include:

- **Arsenic** is a known human carcinogen and can cause nausea and vomiting, abnormal heart rhythm, blood vessel damage, nerve damage, and skin redness and swelling.
 - **Cadmium** is a known human carcinogen and may also damage the lungs and weaken bones.
- **Lead** damages almost every organ and system in the body, particularly the brain and kidneys. Exposure to lead can also cause miscarriages and high blood pressure.
- **Manganese** can damage the nervous system and cause changes in behavior and slow, clumsy movements.
- **Nickel** can cause skin rashes. Breathing high concentrations of nickel dust may cause lung damage and cancer of the lung and nasal sinus.
 - **Zinc** may cause skin irritation from direct contact.
- **Polycyclic aromatic hydrocarbons (PAHs)** may be carcinogenic, can inhibit the body's ability to fight infection, and can cause skin redness and inflammation.
- **Polychlorinated biphenyls (PCBs)** may be carcinogenic and can cause liver damage, acne, and skin rashes.
 - **Polybrominated biphenyls (PBBs)** may be carcinogenic and can cause acne and skin rashes.
 - **Dioxins and furans** can cause skin rashes, liver problems, and elevated blood fats.

Dust generated from ash, debris, and underlying soil disturbed during cleanup operations may contain the hazardous substances listed above. Airborne exposures will vary from day to day and from job to job. Potentially toxic dust must be controlled by thoroughly wetting the debris, ash, and soil before and during removal. Respirators will also be used during fire cleanup work.

In addition to breathing contaminated dust, workers may be exposed to hazardous substances when it gets on their skin. While some hazardous substances can be absorbed through the skin, any can be ingested unknowingly if workers do not wash their hands and face before eating, drinking, or smoking. KDF will provide washing facilities with soap and water and make them accessible to all employees and train employees on the proper way to use these facilities for their health and safety (section 1527 and section 3366).

If employees are working in potentially contaminated areas, KDF will train employees on the hazards and will provide and ensure that employees use the correct respirators, gloves and other personal protective equipment (sections 3380–3385, 5144, and 5194).

Heat Illness

For employees working outdoors, KDF will provide potable drinking water, appropriate rest breaks and access to shade to prevent heat illness (section 3395). For additional information see KDF Heat illness prevention policy

Confined Spaces

A confined space is a space that has limited means for entry and exit and is not designed for continuous employee occupancy. Examples include manholes, crawl spaces, pits, tanks and silos. Employees working in confined spaces can face life-threatening hazards such as toxic exposures, asphyxiation, electrocutions and unguarded moving machinery.

Prior to commencement KDF will evaluate worksites to determine if there are confined spaces, and take precautions to ensure that employees who may enter confined spaces are protected. Such precautions include, but are not limited to:

- Procedures to identify confined spaces that may contain serious hazards
 - Procedures to ensure unauthorized persons do not enter these spaces
- Development of a written confined space program if employees need to enter these spaces
 - Establishment of an entry permit system
- Identification and evaluation of all potential hazards that may exist before entering a space, as well as those that may develop because of work activities
 - A plan to eliminate or control all identified hazards
 - Continuous monitoring of atmospheric hazards
- Training program for all workers who will enter a confined space or serve as an attendant to protect authorized entrants
- Development of an emergency and rescue plan with training and equipment in case an unforeseen situation occurs

(Sections 1950-1962 and 5156-5158)

Additional Information regarding this document can be found at www.dir.ca.gov

Please also refer to KDF Health and Safety Manual, and Code of Safety Practices for further details

Project Debris Removal Operation Plan-DROP

KDF has developed and implemented this written Injury and Illness Prevention Program (IIPP) as part of our Accident Prevention plan. This document will be updated with Project Specific information and is to be use alongside the Project Debris Removal Operation Plan (DROP)

It is the intent of KDF to: 1) comply with the requirements and spirit of the California Code of Regulations, Title 8; and 2) provide a safe and healthful work environment for employees. KDF has implemented this IIPP in compliance the California Code of Regulations (CCR), Title 8, Section 3203 and this has been updated to include California Code of Regulations (CCR), Title 8, Section 5192 and Title 29, Code of Federal Regulations (29 CFR), Section 1910.120(b).

This includes but is not limited to Hazardous Waste Operations and Emergency Response in the following categories:

- Clean-up operations or hazardous substance removal work required by a governmental body, whether Federal, state, local or other involving hazardous substances that are conducted at uncontrolled hazardous waste sites (including, but not limited to, the Environmental Protection Agency's (EPA) National Priority Site List (NPL), state priority site lists, sites recommended for the EPA, NPL, and initial investigations of government identified sites which are conducted before the presence or absence of hazardous substances has been ascertained);
- Corrective actions involving hazardous waste clean-up operations at sites covered by the Resource Conservation and Recovery Act of 1976 (RCRA) as amended (42 U.S.C. 6901. et seq.) and Chapters 6.5 and 6.8 of Division 20 of the California Health and Safety Code;
- Voluntary clean-up operations at sites recognized by Federal, state, local or other governmental bodies as uncontrolled hazardous waste sites;
- Operations involving hazardous wastes that are conducted at treatment, storage, and disposal (TSD) facilities regulated by 40 CFR Parts 264 and 265 pursuant to RCRA; or facilities regulated by Chapter 6.5 of Division 20 of the California Health and Safety Code; or by agencies under agreement with U.S.E.P.A. to implement RCRA regulations; and Emergency response operations for releases of, or substantial threats of releases of, hazardous substances without regard to the location of the hazard.

Appendix B Tree Work Hazard Awareness Program

The following are KDF standards for Hazardous Tree Removal Projects. It is the responsibility of Supervisors and Foremen to make sure that all employees follow all regulations and procedures throughout their work. The Division Safety Manager will be responsible for all training and documentation as necessary. Prior to any work the KDF. Safety Manager will complete a job specific Hazard Analysis that will be submitted for approval to the Contract Representative. The following are the minimum requirements expected of persons working on KDF Hazardous Tree Removal Projects, should any relevant Agency, Locality or State regulation supersede these standards, the more stringent rule shall prevail.

1. Laws and Regulations

- a. At all times, all employees shall comply with all applicable federal, state and local laws and regulations.
- b. All employees shall comply with current OSHA regulations relevant to tree work operations [29 CFR 1910.332(a), 1910.151(b), 1910.333(c)(3), 1910.67(c)(2)(ix), 1910.268(q), 1910.268(q)(2)(iv)].
- c. All Employees shall follow ANSI Standard Z133.1-2012 [ANSI 2012] recommendations for tree care operations. Any applicable revisions will be implemented as they are published.
- d. Copies of all relevant standards and regulations shall be provided to Supervisors and kept onsite in a location accessible to all employees.

2. Training

- a. All employees shall be trained in the following prior to commencement of any new project:
 - i. Electrical safety, including the hazards of feedback electrical energy, the use of portable electric generators, and downed power lines [NIOSH 1987a]
 - ii. The correct use of fall protection equipment
 - iii. Safe work procedures to prevent inadvertent cutting of climbing ropes, lanyards, and safety belts or straps
 - iv. Inspection of trees and tree limbs for structural weakness before climbing or cutting; Safe climbing procedures such as breaking or cutting off dead limbs while climbing, placing hands and feet on separate limbs, and limited shinning distance to 15 feet
 - v. Cardiopulmonary resuscitation (CPR)/First-Aid
- b. Appendix 1 is a list of training that all Field Employees are required to have and how frequently they are retrained in each respective area.

3. Job Briefings

- a. A preconstruction survey shall be conducted by a member of the safety staff before commencing work.
- b. All employees will attend a job briefing held prior to the start of each job.
- c. A companywide safety meeting will be held each Monday before beginning work. All employees are required to attend and sign in.
- d. Jobsite Analysis (JSA) will be conducted at each work site and daily safety huddles will be conducted by the supervisor or foreman for each crew. JSAs shall be used to:
 - i. Identify hazards, including but not limited to voltage and type of lines and to be worked, minimum approach distances, possible environmental hazards, public safety issues and traffic control.
 - ii. Instruct crews on how to implement appropriate controls that address all identified site hazards.
- e. Any time conditions or job requirements change; a job briefing will be conducted with each employee involved.
- f. Safety Manager shall keep all records and documentation of attendance at Pre-Work Briefings, Weekly Toolbox Meetings and Daily Safety Huddles.

4. Supervision

- a. The Supervisor/Foreman shall have complete control of every aspect of the job always. Should they be forced to perform a working duty, a qualified individual is to replace them immediately.
- b. Supervisors are required to have onsite: documentation of daily safety huddles, crew qualifications and training courses. In addition, they shall have a copy of the Project Specific Hazard Analysis, Emergency Action/Hazard Communication Plan, IIPP, Heat Illness Prevention Plan, Fire Prevention Plan, MSDS/SDS/GHS Documentation for any Chemicals/Materials Onsite and the KDF Code of Safe Practices.

5. Communication

- a. Supervisors are required to maintain communication with employees, KDF. Management, the Contracting Officer (or representative) and any other Agency Representatives as necessary, such as Biologists or Archeologists. In remote locations, this may require all the following: satellite phones, two way radios and/or truck mounted radio equipment.
- b. Handheld radios will be used within crews to ensure clear communication between all employees, saw men and operators.
- c. Prior to work on any job, KDF and the owner will determine the appropriate contact personnel for each potential event, such as accident reporting, public interaction matters, etc.

6. Personal Protective Equipment

- a. All personnel are required to wear the following items always when in a KDF work zone, even if the person is not physically working:
 - i. Hard Hat (Class E is required when working on projects near power lines). Contractors will wear appropriate ANSI approved head protection while performing work.
 - ii. Safety Glasses
 - iii. Work Pants
 - iv. Work Shirt, with a sleeve of at least four inches
 - v. Safety Shirt if not working near a roadway
 - vi. Reflective Safety Vest whenever next to a roadway
 - vii. Lace up Work Boots
 - viii. Work Gloves
 - ix. Ear protection is required when operating a piece of equipment with an output of 85 decibels or higher for more than five minutes consecutively.
- b. Employees operating chain saws (not involved with climbing trees) and chipper operators shall wear the following items in addition to or replacing the items in 6.a:
 - i. Chaps, the chap bottom must come to the top of the boot
 - ii. Chainsaw cut-resistant boots with safety toe.
 - iii. Cut resistant Gloves
 - iv. Full Face Shield
- c. Climbers must adhere to the following PPE:
 - i. Hard Hat (Class E is required when working near power lines) equipped with Face Shield
 - ii. Safety glasses
 - iii. Work Pants
 - iv. Work Shirt, with a sleeve of at least four inches
 - v. Safety Shirt must be worn at all times when in a tree, this is so the ground men can have a complete visual of the climber at all times (Safety vest is optional).
 - vi. Lace up Work Boots

7. Chainsaw Safety

- a. All Saw men will be trained in the following topics prior to using a chain saw on KDF Projects:
 - i. Chainsaw operator PPE care & use:
 - 1. PPE correct fit/inspection and adjustment
 - 2. Class E hard hat w/ face shield
 - 3. Hearing protection (ear plug or ear muff)
 - 4. Cut-resistant gloves
 - 5. Cut-resistant chainsaw pants or chaps
 - 6. ANSI Z87.1 safety glasses
 - 7. Chainsaw cut-resistant boots with safety toe.

- ii. ANSI Z133.1-2012 & OSHA 1910.266
 - iii. Chainsaw manufacturer specifications (inspection, care, use and maintenance); muffler, bolts, handles, chain tension, air filter, engine idle adjustment without chain movement.
 - iv. Fueling requirements- spill prevention, fire prevention, proper mixture, approved containers with label and MSDS/GHS on site for gas, mix oil and bar oil.
 - v. Chainsaw safety features per manufacturer specifications- chain brake, throttle interlock, chain catcher, easy to reach on/off switch, and wide handle, spark arrestor; ergonomic features- decompression switch, anti-vibe grommets. (safety benefits of the safety features are explained and demonstrated)
 - vi. Proper grip, both hands with thumbs wrapped around each handle.
 - vii. Body positioning, secured footing; ergonomics, MSD's, power/control zone of chainsaw use.
 - viii. Chainsaw kickback (rotational and pinch types); cutting zones are identified in relation to the bar and chain (push, pull, no and go) areas.
 - ix. Drop Zone/Felling Zone must be protected 2 times the height of the tree being felled, protection to our resources, other contractors, clients and public will be ensured.
 - x. Pre-Tree Hazard Inspection (documented inspection on-site), tree specific hazards
 - xi. 5 Step Felling Plan that addresses- Height and Hazards, lean, clean escape route (45 degrees either side away from trees intended path), notch and hinge plan, bore-cut/back-cut plan.
 - xii. Domino Felling is prohibited.
 - xiii. Demonstration of proper notch and hinge plan.
 - xiv. Bore-cut and back-cut demonstration.
- b. Chainsaw maintenance tools shall be provided and readily available: correct file for sharpening cutters, depth gauge and flat file for filing depth gauges to manufactures specifications; flat file for dressing bars to remove burrs; chainsaw wrench.
 - c. First Aid Kits shall be immediately available at every site; each saw man will have wedge pouches with small first aid kit and **blood stopper kit**; wedge shall be with each saw man. If work area is in remote locations where trucks can't be accessed, foldup stretchers should be carried onsite.
 - d. All chainsaws shall be equipped with spark arresters and functioning hand breaks.

1. Safe Tree Felling

- a. Face cuts shall be made on all trees and branches with a diameter of more than 5 inches. Jump cuts can be made on branches with the purpose of avoiding obstacles.
- b. Trees with a diameter of less than ten inches shall only be climbed under the direction of a qualified arborist.

- c. Each crew shall have a friction lowering device on hand at all times, with a $\frac{3}{4}$ " bull line, or equivalent, for lowering.
- d. Every employee shall maintain the following distances from trees being felled:
 - i. 1.5 times the height of the tree in distance for nonhazardous trees.
 - ii. 2 times the height of the tree in distance for hazardous trees.
 - iii. If the employee is downhill from the tree, the distance shall be greater.
 - iv. At no time, shall any pedestrian, monitoring agency, or any other individual be closer than the required distances from a tree being felled.
 - v. The Site Supervisor/Foreman is responsible to ensure the safety of the crew, monitors and the public.
- e. Cut rounds should never be rolled downhill, and stopped by any person or portion of a human body. The Supervisor shall implement means of stopping rounds that does not involve contact with people.
- f. Every climber and feller shall have a means of escape for every tree. For a feller, this is a 45-degree angle away from the tree. If there is no escape route available, the tree is not to be felled until one is created.
- g. No employee should be closer than fifteen feet away from any power line at any time unless they are a Qualified Line Clearance Tree Trimmer.
- h. Ropes and lines shall not be used to pull any cables or wires, whether power or communication lines. All lines shall be energized. Climbers shall not drop debris into power lines at any time.
- i. No employee shall be closer than ten feet in distance away from any other employee operating a chain saw.
- j. Pieces that have been dropped in the work zone that are elevated on the ground due to branches or debris shall only be handled by one ground man at a time.
- k. Trees or debris shall not be felled into creeks or waterways.
- l. Lodged limbs or "widow makers" shall be removed prior tree removal.
- m. All employees shall be instructed to ask for help and assistance when needed. When in doubt, always ask first.

2. Tree Climbing and Fall Protection

- a. Superintendents and Managers shall provide workers with appropriate fall protection equipment (i.e.: climbing rope and safety saddle), ensure that employees are instructed on each piece of equipment's proper usage and verify that they are used correctly.
- b. Foremen and Climbers shall inspect all fall protection equipment, ropes, lanyards, harnesses and equipment before each use. Damaged or defective equipment shall have a Lock-out/Tag-out Notice placed on them until they are repaired per the manufacturer's specifications or removed from service.
- c. A tree inspection shall be performed on all trees that are climbed. A copy of each inspection shall be sent to the Safety Manager.
- d. Climbers shall have two means of tying off always. The climber shall use for one of the means a life line, to be used in aerial rescue. The use two flip lines is not acceptable. The life line shall never be too short to reach the

ground.

- e. Climbers shall never use their life line as a rigging line.
- f. Climbers shall have constant communication with the employees on the ground, and have audible verbal communications before each cut.
- g. A Qualified back up climber will be onsite whenever a climber is in a tree.
- h. Back up climbing gear shall be stored on site, and be inspected frequently for any defects. Defective items shall be replaced immediately.
- i. Rigging ropes and climbing lines shall be stored away from abrasive materials such as chainsaws, oil, and gas. Each climbing line should be stored in an individual bag with its length and uses documented on the outside of the bag.
- j. At no time is any employee allowed on the roof of any structure or above six feet in the air without being tied off.

3. Minimum Approach Distance

- a. Minimum Approach Distances for energized conductors by Qualified Line Clearance Arborists are depicted in Table 1 and all other tree workers are in Table 2.
- b. Prior to beginning work, during the Jobsite Analysis, any applicable line voltages and minimum approach distances for the site will be addressed.
- c. If the line voltage is unknown, the highest possible voltage for that type of capacitor should be assumed.
- d. Every employee is expected to know the minimum approach distance (MAD) for their qualifications, their respective task and the line voltage which they are working near.
- e. The Onsite Foreman or Supervisor shall be responsible for ensuring that employees adhere to the MAD for which they are Qualified and that only QLCA Certified Employees are working on any portion of work that may breach Zone B.
- f. If necessary, a laser range finder that can measure height and distance will be used by the Supervisor or Foreman to determine the exact height of the tree, distance from the line and whether work may breach Zone A or B of the MAD during any time of the removal.
- g. If a tree, or portion thereof, that is being felled could impact the lines, or violate the minimum approach distances, mechanical means of felling shall be employed. This will include, but is not limited to, winching, directional roping and rigging, climbing and piecing the tree down or using a bucket truck or crane.
- h. If any portion of the work will breach Zone A, a hold order, clearance or outage shall be scheduled.
- i. No one except Qualified Line Clearance Arborist can attempt to fall danger and reclaim trees that may breach Zone B. This includes limbs, tools or ropes or other equipment.
- j. Trees outside of Zone B may be felled by experienced tree workers.
- k. Under certain circumstances, danger trees outside of Zone A and B could be hazardous if fell into other trees within these zones. Steps will be taken to avoid or remove trees to have a safe path for the danger trees and avoid the situation of falling into other trees.

- l. At no time, will employees handle downed conductors. Should a downed conductor be encountered, the Supervisor shall notify the client or utility representatives immediately to resolve the problem.
- m. Should an employee experience electrical shock at any time during work, they will immediately be transported to the nearest emergency medical center to be determined by the Safety Manager during the Pre-Work Hazard Analysis.

CPR/First Aid

- n. All Employees will be trained in CPR and First Aid.
- o. Each vehicle shall contain a first aid kit containing OSHA or ANSI approved first aid kit materials.
- p. The foreman/supervisor should check vehicles daily and is responsible for stocking the first aid kits to ensure that any used materials are replaced.

4. Traffic Control

- a. All work alongside or in a road shall be accompanied with traffic control. Signs and cones shall be placed before any work begins.
- b. Roads with no lines or markings shall have a minimum of one sign in each direction. Streets with lines or markings shall have a minimum of three signs in each direction.
- c. The appropriate signs are as follows:
 - i. The first sign that the traffic sees should be a warning sign. An example of this would be "Tree Work Ahead."
 - ii. The second sign that the traffic sees should be a "Flagger Ahead" sign. This can be with words or pictures.
 - iii. The third sign that the traffic sees should be a "Be Prepared to Stop" sign.
- d. Should any portion of the road be blocked, a trained flagger, accompanied by communication devices and cones are required.
- e. Civilians and pedestrian traffic shall be escorted through the work zone always. At no time, shall foot traffic be allowed in a work zone when a tree is being felled, or cut in pieces by a climber.

5. Public Safety

- a. Public access to work areas must be restricted to prevent personal injury and/or property damage.
- b. Every attempt must be made to communicate with property owners to explain the work planned to take place adjacent to their property.
- c. In the event of disputes or safety concerns, KDF employees will stand down until issues are resolved.

6. Environmental Concerns

- a. Any unexpected release of fluids or oils from equipment, fuel tanks, etc. shall be cleaned up immediately per Federal/State EPA regulations.
- b. Spill containment materials will be maintained onsite while performing any work.
 - i. 5 Gallon Spill Kit with pads, socks and bucket

- ii. Additional spill containment pads or diapers, as needed
 - c. If required, storm water pollution practices, such as straw wattles or silt fence, will be in place prior to starting any work.
- 7. Proper Fueling Procedures
 - a. Only approved, labeled containers shall be used for transporting fuel.
 - b. Fuel shall always be dispensed at least 10 feet away from any sources of ignition.
 - c. Chainsaws shall be started at least 10 feet from any fueling area, with the chain brake on.
 - d. Funnel or a flexible hose shall be used when pouring fuel into the saw.
 - e. Chainsaws shall not be filled with fuel can of more than 5 gallons.
 - f. Absorbent cloths or containment pads shall be used to contain any leaks or spills.
 - g. Employees shall never attempt to fuel a running or hot saw. Saw should cool down for 15 minutes prior to fueling.
 - h. No refueling shall take place under power lines.
 - i. No smoking allowed during fueling.
- 8. Adverse Weather Conditions
 - a. No work shall take place should weather (i.e. snow, ice, high winds, fog, and heavy rain) create hazardous conditions that would not allow for safe practices or that may encumber the crews' ability to work safely.
 - b. The following be provided for all field employees: 1 quart of water per employee per hour worked, or access to a water supply near the job site, and a plan of action for obtaining water for the day.
- 9. Downed Conductors
 - a. All downed conductors shall be considered energized.
 - b. Crews shall safely exit the area and secure the scene to protect and safeguard resources, homeowners and the public.
 - c. The owner of the conductor shall be notified immediately.
- 10. Fire Safety.
 - a. The foreman/supervisor is responsible for ensuring the crew complies with any Local, State and Federal Fire Regulations daily.
 - b. Crews will be required to maintain onsite all applicable fire tools and/or fire suppression equipment necessary for the work being performed.
 - c. Fire Extinguishers, Water Tenders and other Fire Suppression equipment will be checked daily to ensure they are full and functional.
 - d. Local, County and State Fire Agencies will be spot checking crews, and issuing citations for noncompliance.
 - e. Noncompliance with monitors will result in an immediate shut down until the crew becomes compliant.
 - f. No smoking is allowed at any time.

11. Spraying

- a. A Material Safety Data Sheet/Safety Data Sheet/Global Harmonized System shall be kept onsite always for any hazardous materials to be used. Crews shall regularly review all pertinent information regarding herbicides or other chemicals to be used.
- b. Personal protection equipment shall be worn always.
- c. All employees spraying will be required to wear the proper personal protection equipment based on the label specifications of each chemical in use. (i.e., long sleeved shirts, rubber gloves, safety glasses). Respirators will be used when required.
- d. While spraying, employees shall know the location of all co-workers and inspectors and account for drift when calculating safe work distances.
- e. Do not spray around creeks or waterways.
- f. Applicators shall be aware of the wind conditions to avoid any spray drift.
- g. Supervisors will use colored flagging to indicate sensitive areas or no spray areas.

12. Equipment Operations

- a. All Operators shall be qualified by the site superintendent, and approved by a KDF Safety Manager for each piece of equipment they are operating and for each task they are performing.
- b. All personnel shall receive project specific safety information and training prior to beginning work.
- c. Employees shall always maintain three points of contact when mounting or dismounting equipment; ensure solid footing before releasing grip on hand hold.
- d. Access Points shall be kept free and clear of grease, oil and debris.
- e. Operators shall always wear a hard hat, safety glasses or goggles and reflective vest, even in enclosed cabs.
- f. Ear protection shall be required when operating open cab equipment.
- g. Operators shall be aware of their surroundings always.
- h. Spotters shall be utilized when operator cannot visibly observe all areas of the worksite.
- i. All personnel must be trained in "Man on the Ground" rules.
- j. Employees shall make eye contact with the Operator prior to approaching equipment in operation and receive acknowledgment (hand motion) from Operator that they have been seen and it is safe to enter area.
- k. All equipment (i.e.: skid steers, skidders, work trucks) shall be inspected prior to use each day to check for leaks, damage or wear. Any issues shall be remedied prior to use.
- l. All equipment that is leaking any fluids shall be stopped immediately and fixed before returning to work.
- m. All equipment shall be equipped with working back up alarms.
- n. All equipment shall be equipped with an appropriate ABC Fire Extinguisher.

13. Truck Drivers

- a. All commercial truck drivers shall have the appropriate endorsement for the vehicle they are planning to operate.
- b. Wheels shall be chocked while any commercial vehicle is parked on the job site.
- c. The driver is responsible for performing a walk around inspection of their vehicle prior to every use.

- d. Extreme care shall be taken on narrow and steep roadways or in hazardous weather conditions. If necessary, traffic control and/or flaggers with two-way radios shall assist in the maneuvering of vehicles and equipment on narrow or steep roadways.
14. Employee Check-in and Badging (if needed)
- a. Badging and qualification forms must be filled out prior to any employee beginning work in the field.
 - b. All employees must have the appropriate qualification listed on their badge.
 - c. It is the foreman/supervisor's responsibility to ensure that every employee remains current in their badge and qualifications.
 - d. Employees found without a proper badge will not be allowed to work until they have the appropriate badge.
15. Accident and Incident Reporting
- a. An accident is any unplanned occurrence that caused or could have caused injury or damage.
 - b. All accidents, no matter how minor, are to be reported to KDF Safety Department immediately.
 - c. Failure to report an accident or damage claim will result in termination of the parties involved up to and including the entire crew.
 - d. In the event of an accident or near-miss, operations will immediately stop and the incident will be addressed for causes and potential solutions.
 - e. After a thorough review, the Safety Manager will determine if and when it is safe for the crew to return to work and any necessary actions.
16. Emergency Response and Medical Coverage
- a. Prior to commencement of work, the Supervisor or onsite Safety Professional shall advise emergency responders (medical, fire and police) of the project location and duration and determine the response capability of emergency services.
 - b. A list of phone numbers and a map showing the location and most direct route from each work site to emergency medical facilities must be developed by the Subcontractor Supervisor and be submitted to the KDF Supervision and/or Site Safety Officer prior to starting work.
 - c. The Supervisor or Safety Professional shall request that an EMS representative visit the site to identify GPS coordinates to input in the EMS database for quick location and to evaluate the site for location of a landing area if air evacuation is necessary.
17. Emergency Procedures
- a. The Supervisor or Area Safety Officer shall be notified of any onsite emergencies and be responsible for ensuring that the appropriate procedures are followed.
 - b. It is the responsibility of the site supervisor/safety manager to contact the nearest emergency station to give them the area of work being performed and request a dry run to fully understand the work location.

- c. Daily tasks before departure to jobsite:
 - i. Crew leader will check the emergency pack each morning before leaving for the job for presence of the following items:
 - 1. Satellite Phones (if needed) with extra batteries (if traditional cell phones are not enough)
 - 2. Two-way communication with extra batteries
 - 3. Fully stocked logging first aid kits with CPR mask
 - 4. Contact list
 - 5. Directions to site location
 - 6. GPS Coordinate listing
 - 7. Names and number of all employees on specific crew.
 - 8. All key crew members are required to carry two way radios (with a supply of extra batteries) with them always on the jobs.
 - ii. On route to jobsite – when working in remote locations:
 - 1. Crew members will document specific routes taken to the jobsite using provided documents.
 - 2. Note landmarks, crossings and any other practical information to assist emergency services personnel in easily finding each crew in the event of an emergency.
 - 3. Note GPS coordinates and nearest tower locations on the route plan.
 - iii. Entering the work area:
 - 1. Use the satellite phone (if in an area with no cell coverage) to locate an area near all work areas.
 - a. Ensure that the designated area has a good signal.
 - b. This will be the emergency location for the crew.
 - 2. Ensure that all employees understand and know the location of the first aid kits and communication devices.
 - 3. Before work commences, all crew members should check their two- way radios to verify each other's presence, once the radio check is completed, work can commence.
- d. Fire/Explosion:
 - i. Upon discovery of a fire onsite:
 - 1. The fire department shall be alerted immediately
 - 2. All personnel will assemble in the emergency location and prepare to:
 - a. Extinguish the fire (depending on the size/nature of fire);
 - b. Or evacuate in a safe manner.

18. Electric Shock Protocol

- a. Crews will follow the ANSI Z133.1-2012 Annex F (Informative) Aerial Rescue Flow Chart, as well as KDF Emergency Response Plan and EAP.
 - i. EAP- Emergency Action Plans will be on every site.

Supervisors and Foremen are required to verify non-emergency medical and emergency medical facilities are accurate in proximity to the jobsite.

City of Friendswood, Texas

Request for Proposals



Debris Removal Services
For the City of Friendswood
RFP 2022-13

SUBMIT PROPOSALS TO:

The City of Friendswood
City Secretary's Office
910 South Friendswood Drive
Friendswood, TX 77546

Monday - Thursday: 8:00 AM to 5:30 PM
Friday: 8:00 AM to 5:00 PM

SUBMIT NO LATER THAN:

Tuesday, June 14, 2022
2:00 PM (CDT)

MARK ENVELOPE:

RFP 2022-13

I. INVITATION

The City of Friendswood, Texas (the “City”) invites the submittals of proposals (“Proposals”) from qualified individuals or firms (“Respondent”) interested in providing debris removal services. Respondent is responsible for complying with all local, state, and federal government agencies rules and regulations. Respondent shall provide all services needed and take all necessary steps as required by grant regulations related to this RFP. The City may choose to award more than one Respondent if it is in the best interest of the City.

II. SUBMITTAL PROCESS

Please submit two (2) electronic copies on CD or flash drive by RFP opening time of 2:00 PM on Tuesday, June 14, 2022. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having authority to bind the Respondent in a contract. Submittals that are limited to 50 pages (excluding resumes or sample documents) or less are preferred.

The City of Friendswood
City Secretary’s Office
910 South Friendswood Drive
Friendswood, TX 77546
Monday - Thursday: 8:00 AM to 5:30 PM
Friday: 8:00 AM to 5:00 PM

Proposals sent via courier must be sealed in a separate envelope inside of the mailer. External envelope must be marked: RFP 2022-13.

To enable the City to efficiently evaluate the responses, it is IMPORTANT that Respondents follow the required format in preparing their responses.

Each copy of the response shall be bound using a semi-permanent binding method, to ensure that pages are not lost. Pages shall be no larger than letter-size (8.5” by 11”) or, if folded to that dimension, twice letter size (11” by 17”). Each section (defined below) shall be separated by a tabbed divider. Text shall be no smaller than 10 point. Margins shall be no smaller than 1 inch. Elaborate covers, binding, dividers, etc., are not required.

III. CONTENT OF SUBMITTAL

Each response shall be submitted as outlined in this section. Respondents shall include an outside cover and/or first page containing the following information:

Proposal for RFP 2022-13 Debris Removal Services

Respondent Firm or Individual Name

Submittal Date

A table of contents shall follow next, followed by tabbed dividers separating each of the successive six (6) sections:

A. Cover Letter

The first page following the divider shall be a one-page letter transmitting the response to Friendswood and stating that the proposal set forth in it remains effective for a period of sixty (60) calendar days. At least one

copy of the transmittal letter shall contain the original signature in ink, by a person having authority to bind the Respondent in a contract.

B. Qualifications

1. Briefly introduce your firm, providing a summary of the administration, structure, organization, and staffing of your firm.
2. Identify the project manager and each supervisor who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications, and licenses, etc. This includes identifying any proposed subcontractors.

C. Experience

1. Discussion of Respondent's experience in working with government agencies, to include, but not limited to the Federal Emergency Management Agency (FEMA).
2. List comparable projects for federal, state, or local governments, whether ongoing or completed, including references. Please include, at a minimum, details for each project listed in III.C.1. For each, please provide:
 - a. Project name and location,
 - b. Year completed,
 - c. Short description of project, and
 - d. Applicable references for each project.

D. Project Methodology

1. The proposal shall describe the firm's understanding of the Project objectives and describe a proposed project approach to deliver the services in an effective, timely, economical and professional manner. The description should include an organizational chart outlining the mobilization and operational plans, structure and services to be provided and how and when these services shall be provided. This description should fully and completely demonstrate the Respondent's intended methods for servicing the requirements of all aspects of the Scope of Work set forth herein.
2. The Respondent shall provide a general operations/emergency plan to include, but is not limited to: sequence of operations, debris management plan, subcontractors, and the plan for accounting and financial controls.
3. The Respondent shall provide guaranteed response time for each service proposed to mobilize and estimated time of arrival to the City in the event of a disaster.
4. The Respondent shall demonstrate their reporting and record keeping practices. Respondents shall also demonstrate their experience in disaster reimbursements and alternate grants/reimbursement processes. The Respondent shall provide samples of reports, load tickets, truck certification forms, and any other form or report the Respondent deems responsive to this proposal which is related to the firm's capabilities and understanding of the federal reimbursement process. The forms and submittals for this section will not be included in the fifty (50)-page restriction.
5. Provide an environmental health and safety plan for debris removal and debris management services.
6. Describe any support needed from City staff in order to execute the Services.
7. The strategies and methods by which the work is performed must be included in the proposal and detailed sufficiently to allow the City to determine compatibility of the approach to the City's overall goals.
8. Work plan shall clearly distinguish the firm's duties and responsibilities and those of the City. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.

E. Pricing and Fees

1. The proposal shall provide a breakdown of all potential costs (i.e., applicable hourly rates, training, travel and per diem, etc.).
2. The proposal shall include all services.
3. The proposal shall include a fee schedule for additional services required for successful implementation not already specifically identified in this RFP or optional services that may be of benefit to the City.

F. References

Include names and telephone numbers of persons whom the City can contact for references regarding the firm's past performance on similar projects.

IV. SCOPE OF WORK

The City seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a disaster event. The City is seeking proposals from qualified Respondents with sufficient experience in the specialized management of disaster response and recovery operations for the purposes of debris removal services, and the preparation, response and recovery phases of any emergency situation or disaster. Qualified Respondents must have the capacity and ability to rapidly mobilize and respond to potential wide scale debris volumes as generated by a tornado, as well as localized small-scale volumes typical of a tornado or ice storm. Removal Operations must begin within 24 hours of receiving the Notice-to-Proceed and be functioning at 100% of capacity within 5 days. These services will not be authorized until such a time, as a Notice to Proceed has been issued; typically, in response to a natural or manmade disaster. Services shall include, but are not limited to:

- Emergency Road Clearance
- Right of Way (ROW) / Public Property Debris Removal
- Hazardous Stump, Tree, and Hanging Limb Removal
- Right of Entry (ROE) Debris Removal
- Temporary Debris Staging and Reduction (TDSR) Site Operations
- Debris Reduction / Grinding / Processing
- Debris Disposal / Recycling
- Hazardous or Toxic Waste Removal and Disposal

The City, at its sole discretion, may elect to perform any of the above work with force account or additional contract forces. The City requires the expertise of a Respondent or multiple Respondent to provide debris removal and management services until such time services are no longer necessary as deemed by the City.

Under this contract, work shall consist of coordinating and mobilizing a sufficient number of cleanup crews, as determined by the City's Debris Manager. The City has selected a debris volume scenario of approximately **200,000 cubic yards**. This estimated debris volume is a planning figure and it is not a fixed quantity for the purpose of contractual obligations. The actual volume of debris may be greater than or less than 200,000 cubic yards. Respondent submittals must address procedures for handling larger or smaller volumes of debris. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written notice to proceed is issued to the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the City Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The City's goal is to complete the debris clearing, removal and disposal process in less than 45 days. This assumes that the entire area of the City will be accessible within that period. Also, this procurement process is in accordance with 2 C.F.R. 200.317-326 and all Respondents must adhere to FEMA Contract Provisions, where applicable.

- A. Definitions: When used in this Request for Proposal, the following words, terms and phrases shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning.

1. Authorized Representative: City employees and/or contracted individuals designated by the City or Debris Manager.
2. Construction and Demolition (C&D) Debris: Debris including but not limited to damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, furnishings, fixtures, pipe, and similar materials.
3. Contract Administrator: The Debris Manager or other party(s) authorized to make contractual obligations/decisions on behalf of the City.
4. Debris Manager: The Debris Manager (DM) is responsible for coordinating disaster debris operations with respect to the emergency clearance and permanent removal and disposal of debris deposited along or immediately adjacent to city maintained street rights-of-way throughout the City in consultation with Respondents, other City departments and State and Federal agencies.
5. Disposal Fee: A fee based on weight or volume of debris for disposal at a landfill or other waste management facility.
6. Disposal Site: A landfill or other waste management facility.
7. Electronic Wastes: Wastes, which may require special handling or disposal such as computer monitors, CPUs, televisions, and similar materials.
8. Eligible Debris: Debris which is generated by the disaster event and poses immediate threats to the public health and safety, of which the removal has been determined to eliminate immediate threats of significant damage to improved public or private property; and that which is considered essential to ensure economic recovery of the affected community at large.
9. Household Hazardous Wastes (HHW): Small quantities of used or leftover contents of consumer products which include, but are not limited to latex or oil based paints, cleaners or solvents, oils, pool chemicals, pesticides, and similar.
10. Mixed Debris: Vegetative debris, which is mixed with construction and demolition materials or other materials at the load site prior to removal. The Respondent is required to sort mixed debris at the load site, if minor amounts of undesirable materials are present.
11. Notice to Proceed: The written official notice to a proposer from an authorized City official instructing the proposer to proceed with disaster recovery and debris removal activities.
12. Proposal: an executed formal document submitted to the City stating the goods, consultant services, and/or services, as applicable, offered by the proposer to satisfy the needs as requested in the Request for Proposals (RFP) document.
13. Respondent: Any person or firm having a contract with or proposing to the City as a result of this RFP.
14. RFP Document: the entire RFP document, all attachments, these Instructions to Respondents and any addendums issued prior to the date and time of submittal of the Proposals.
15. Right of Entry (ROE): A document by which a property owner confers to an eligible applicant or its proposee the right to enter onto private property without committing trespass.
16. Right of Way (ROW): The land, which the City has title to, or right to use, for the road and its structures and appurtenances.
17. Temporary Debris Staging and Reduction (TDSR) Site: A temporary storage site for debris established for the purposes of gathering, storing, and reduction of debris.
18. Vegetative Debris: Clean woody debris, which includes but is not limited to broken or fallen trees and tree limbs, hazardous tree stumps, bushes and shrubs.

B. General Operations

1. The Respondent shall be responsible for performing the debris removal and debris management services requested through this RFP. The designated area for debris removal is bounded by the City limits, includes public property and rights of way (ROW), City parks and City debris management areas within the incorporated areas of the City, and may include private segments within the jurisdictional boundaries of the City.
2. The Respondent shall provide project management and coordination recovery activities necessary to assist the City in fulfilling the requirements of federal reimbursement agencies.

3. The Respondent shall conduct work so as not to interfere with the disaster response and recovery activities of federal, state, county and City governments or agencies or of any public utilities.
4. The Respondent shall implement a “clean as you go” policy to ensure all debris is cleared from the loading site before moving to the next loading site.
5. The Respondent shall report and provide documentation to the City or authorized representative, all incidents such as, but not limited to oil spills, fuel leaks, hydraulic fluid leaks, chemical spills, and similar environmental quality issues. The Respondent shall cleanup or remediate the incident, as necessary, properly disposing of the materials in compliance with the applicable federal, state and local regulations.
6. The Respondent and Subcontractors shall be prohibited from performing private work in the City while actively engaged in delivering services under this contract.
7. The Respondent shall repair any damages caused by the Respondent’s or Subcontractor’s equipment in a timely manner at no expense to the City. If there is disagreement between a resident and Respondent as to the repair of damages, the City shall decide and make the final determination on the repair. Failure to restore the damaged public or private property to the satisfaction of the City will result in the City withholding retainage money or invoicing the Respondent for time and material costs associated with resolving issues or damages related to the Respondent’s work.

C. Daily Reporting and Coordination Meetings

The Respondent shall submit a daily report providing the number of crews operating, the number and types of equipment operating, the total cubic yards (or tons) collected by debris type, the total cubic yards reduced, and the total cubic yards transported to final disposal. This report shall include the number of crews operating for the current day. This report shall be submitted to the Debris Manager or designee each day, for the previous day. The Respondent shall also provide an updated map of the locations where debris collection crews operated to relate the progress of operations. The Respondent shall participate in daily coordination meetings with the City’s Debris Monitoring Firm and City departments involved in the response and recovery operations.

D. Equipment

1. The Respondent shall provide sufficient and qualified staff and the necessary equipment to rapidly remove and lawfully dispose of all disaster related debris.
2. The Respondent shall ensure that all equipment and vehicles utilized in the City’s debris operations remain in good working condition.
3. The Respondent and its Subcontractors shall operate all equipment and vehicles in compliance with all applicable federal, state, and local rules and regulations.
4. The Respondent shall present all vehicles utilized to haul debris, to the City’s authorized representative, for measurement (inside bed measurements) to calculate and certify the volumetric capacity of said vehicles. All certified vehicles shall display a placard as described in Sec. IV.E.4.
5. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
6. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the City’s authorized representatives prior to its use by the DRC.
7. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured to prevent it from falling off. Measures must be taken to avoid the debris from blowing out of the hauling vehicle during transport to a City approved TDSR site or final disposal site.
8. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the City’s Debris Manager or designee.

9. All loading equipment shall be operated from the road, street or rights of way using mechanized loading devices such as buckets and/or boom and grapple devices, to collect and load debris.
10. No equipment shall be operated outside the public ROW unless directed by the City.
11. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City's Debris Manager or designee, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

E. Forms

1. Truck Certification Forms, as approved by the City, will be provided by the Respondent for documenting and recording the actual physical, inside measurement and volume capacity, including any volume adjustments, deductions or comments of each truck, trailer, or other hauling equipment used to conduct the City's debris removal and hauling operations. In the event that the unit price is by weight, the tare weight shall be recorded on the Truck Certification Form.
2. The Truck Certification Form shall also document the date, license plate, driver information, insurance information, a brief description and photograph of the vehicle.
3. Truck certifications shall be performed by the City or authorized representative, in the presence of the Respondent or their designated representative. The forms shall be signed and dated by both parties.
4. Truck Placards, as approved by the City, will be provided by the Respondent and attached to the driver's side of each vehicle transporting debris and shall display the following information (written in permanent marker):
 - a. City of Friendswood
 - b. Respondent Name
 - c. Unique identification number assigned to the vehicle
 - d. Certified cubic yard capacity of the vehicle (or tare weight)
5. The Respondent shall submit to the City, within 24 hours upon Notice to Proceed, a Vehicle and Equipment list, which contains the following information:
 - a. Respondent name
 - b. Certified cubic yard capacity of the vehicle (or tare weight)
 - c. Unique identification number assigned to the vehicle
 - d. Make/Model of the vehicle
 - e. License plate number
 - f. Other information as required by the City or authorized representative for the purpose of monitoring and inspecting performance
6. Load tickets will be required for recording the volumes of debris removed and hauled to a TDSR site or final disposal site. Each load ticket shall be pre-printed and sequentially numbered and capable of documenting the following data:
 - a. Prime Respondent
 - b. Subcontractor's Name
 - c. Date
 - d. Truck Number
 - e. Certified Capacity (Cubic Yards or Tons)
 - f. Driver's Name
 - g. Type of Debris Collected: Vegetative, C&D, White Goods, Other, etc.
 - h. Load Location (Address of pick-up)
 - i. Loading Date and Time
 - j. Loading Site Monitor Name and Signature
 - k. Load Size (Estimated Percentage of Cubic Yards or Tons)
 - l. Unloading Site Location
 - m. Unloading Date and Time
 - n. Unloading Site Monitor Name and Signature

7. The City's Debris Monitor will complete the applicable portion of a load ticket at the load site and provide copies to the vehicle driver. Upon arrival at the TDSR site or authorized final disposal site, the vehicle driver shall present the load ticket to the City's Debris Monitor at the inspection tower. A visual inspection will occur to determine the estimated debris quantity (or tons, if scales are available) contained in the vehicle will be documented. The City's Debris Monitor shall sign the load ticket and provide a completed copy to the driver, the DRC representative, and the City for project files.
 8. Mulch or processed/ground debris shall be documented following the same load ticket procedures.
 9. Construction and Demolition debris transported to disposal shall be documented following the same load ticket procedures.
- F. Hot Spot Crews
- The Respondent shall be required to provide the City with 'hot spot' crews, which will respond immediately, as directed by the City or authorized representative, to collect and haul priority debris piles, which impact the public's health, safety, or welfare.
- G. Work Hours
- The Respondent shall conduct debris removal operations, generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and Respondent. Unless otherwise directed, the Respondent must be capable of conducting debris reduction operations at the TDSR site locations on a twenty-four (24) hour, seven (7) days per week basis.
- H. Ownership of Debris
- All debris located in the City ROW and City provided TDSR site and disposal site locations shall be the property of the City until final disposal at an authorized and permitted disposal site.
- I. Emergency Debris Road Clearance (Phase I)
- Upon receiving the notice to proceed for this contract element, the Respondent shall provide all labor, equipment, fuel and associated costs necessary to clear and remove debris by cutting, tossing and/or pushing of debris from the priority roadways, as identified by and directed by the City. As per FEMA rules and regulations, this phase of operations, conducted under a time and materials rate, shall be capped at no more than seventy (70) working hours following the notice to proceed. The Respondent exceeds the seventy (70) hour cap at its own risk. The Respondent shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities. City personnel or authorized representative shall verify the equipment used, operators, hours of operation (start and end times), and shall require the locations of work performed. Services performed under this contract element will be compensated using Pricing and Fees, Attachment D.
- J. ROW Vegetative Debris Removal (Phase II)
- The Respondent shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to collect and remove eligible disaster debris from the City's ROW and transport eligible disaster related vegetative debris to a City approved TDSR site or to a City designated final disposal site in accordance with all federal, state, and local rules and regulations.
1. The Respondent shall only remove eligible vegetative debris, which is placed within the City's ROW.
 2. All eligible debris will be removed from each loading site before proceeding to the next loading site.
 3. The City or its authorized representative shall document the load by means of the load ticket.
 4. All eligible vegetative debris loads shall be transported to the City's TDSR site or approved final disposal facility.
 5. Entry onto private property for the removal of eligible disaster related debris will be permitted only by written authorization of the City. The City will provide the right of entry (ROE) legal and operational procedures.

K. ROW Construction and Demolition (C&D)

The Respondent shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to collect and remove eligible debris from the City's ROW and transport eligible disaster related C&D debris to a City approved TDSR site or to a City designated final disposal site, in accordance with all federal, state, and local rules and regulations.

1. The Respondent shall only remove eligible C&D debris which is placed within the City's ROW.
2. All eligible C&D debris will be removed from each loading site before proceeding to the next loading site.
3. The Respondent shall, to the extent possible, keep separate C&D materials from other debris, so that loads are primarily of similar materials.
4. The City or its authorized representative shall document the load by means of the load ticket.
5. All eligible C&D debris loads shall be transported to the City's TDSR site or approved final disposal facility.
6. Entry onto private property for the removal of eligible disaster related debris will be permitted only by written authorization of the City. The City will provide the right of entry (ROE) legal and operational procedures.

L. Multiple Passes

The City may require multiple passes to remove the disaster debris from the public rights of way (ROW) and public facilities, private property or ROW – as authorized by the City. The number of passes conducted will be authorized in writing by the City and based upon debris assessments.

M. Temporary Debris Staging and Reduction (TDSR) Site and Operations

1. Respondents shall deliver all disaster related debris to the City's authorized final disposal site locations, unless otherwise instructed by the City. The City may authorize multiple TDSR sites in order to efficiently store and process the volumes of disaster related debris materials.
2. The City may require TDSR site locations and require Respondent assistance to select suitable sites, perform baseline soil and groundwater testing, and site preparation/operations.
3. The Respondent shall provide all management and operational services at the City's authorized TDSR site locations.
4. The Respondent shall submit a site layout plan and operations plan to the City for review. At a minimum the plan shall address the following:
 - a. Site management, including a point of contact and organizational chart
 - b. Traffic control procedures and on-site traffic patterns
 - c. Material Management Plans to ensure constant flow of inbound and outbound materials and to prevent a significant accumulation of materials on site.
 - d. Site safety plan
 - e. Hazardous and toxic waste materials plan.
 - f. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic routes, buffer zones, storm water runoff, archeology, historic preservation, wetlands, endangered species, as relevant and appropriate.
 - g. Remediation and site restoration plan.
5. The Respondent shall document by photographs and video recordings, each City TDSR site prior to operations to establish baseline conditions of the site. A copy will be provided to the Debris Manager.
6. The Respondent shall be responsible for constructing and/or erecting an inspection tower at each TDSR site for the purposes of inspecting and documenting each load of debris entering the site. The tower shall be large enough to accommodate a minimum of four (4) persons. The tower shall be constructed of materials approved by the City and include a roof which allows for some protection from weather conditions.
7. The Respondent shall manage and supervise the TDSR site to accept eligible debris collected under this contract and other contracts or agreements approved by the City.
8. The Respondent shall be responsible for traffic control, dust control, erosion control, fire protection, on site roadway maintenance, portable sanitation facilities, security, and safety measures.

9. The Respondent shall be responsible for the sorting, separating, and stockpiling of eligible debris at the TDSR site and shall ensure that the eligible debris remains segregated at the facility.
10. The Respondent shall utilize tub grinders, chippers, shredders, air curtain incinerators and any other equipment necessary to effectively and efficiently reduce the volume of the eligible debris prior to final disposal.
11. The Respondent shall provide mechanized equipment to facilitate the loading and removal of mulch materials from the TDSR site locations.
12. The Respondent shall be responsible for the removal and lawful disposal of all debris from the TDSR site. Within thirty (30) days of the completion of the debris operations, the Respondent shall restore the site to its pre-disaster condition to the satisfaction of the City.

N. Removal of Eligible Stumps

The Respondent shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to collect and remove eligible hazardous stumps from the City's ROW as follows:

1. The Respondent shall extract or remove only stumps which meet the following eligibility criteria and are authorized by the City or its designated representative:
 - The stump shall be greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base.
 - The stump root ball is exposed by 50% or greater.
 - The stump is located in the ROW or on improved public property and poses a danger to the public's health and safety.
2. The City or authorized representative shall measure and document the stump prior to removal, through photographs, GPS coordinates, physical address/location and other relevant information, which verifies the hazard posed by the stump.
3. Hazardous stumps, which meet the eligibility criteria and have been documented following the described procedures, shall be eligible for unit pricing.
4. Costs for the removal of hazardous stumps shall be invoiced separately.
5. The proposer shall be required to fill the cavity left by the excavation process with clean fill dirt in the quantity documented by the City or the City's authorized representative.
6. The eligible hazardous stump shall be transported to the City's TDSR site or to the City's designated final disposal site.
7. Stumps measuring less than twenty-four (24) inches in diameter, which require extraction, shall be converted to a cubic yard measurement by the conversion table included in the FEMA Disaster Assistance Policy (DAP) 9523.11 Hazardous Stump Extraction and Removal Eligibility policy.
8. Stumps, which are placed on the ROW by others shall not be eligible for hazardous stump unit pricing.
9. Stumps placed on the ROW by others shall be treated as vegetative debris and reimbursable at the vegetative debris unit pricing.
10. Stumps that have less than 50% of the root ball exposed shall be flush cut at the ground and the cut
11. portion included with regular vegetative debris.

O. Removal of Eligible Hazardous Limbs (Hangers)

The Respondent shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to remove and collect eligible hazardous limbs (hangers) from the City's ROW and improved public property which pose a threat to life, public health and safety.

1. The Respondent shall remove only hazardous limbs (hangers) which meet the following eligibility criteria in addition, are authorized by the City or its designated representative:
 - The hazardous limb shall measure two (2) inches in diameter or greater.
 - The hazardous limb must pose an immediate threat to life, public health or safety or poses an immediate threat of significant damage to improved property.
 - The hazardous limb is still hanging in the tree above public property (ROW) or improved public property.
2. The City or authorized representative shall measure and document the hazardous limb prior to removal, through photographs, GPS coordinates, physical address/location and other relevant information, which verifies the hazard posed by the hazardous limb.

3. The eligible hazardous limb shall be cut at the closest main branch junction.
4. The eligible hazardous limb shall be placed in the ROW, collected and hauled to the City's TDSR site or to the final disposal site.
5. If the hazardous limb does not extend over public property that limb is not eligible.
6. Costs for the removal of hazardous limbs shall be invoiced separately.

P. Household Hazardous Waste (HHW) Removal

The Respondent shall provide all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and disposal of eligible HHW from the ROW to a hazardous waste facility.

7. The removal, transportation, and disposal of eligible HHW includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
8. All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility.
9. Eligible household hazardous waste shall be documented by means of a load ticket by the City or its authorized representative.

Q. ROW White Goods Removal

The Respondent shall provide all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and disposal/recycling of eligible white goods from the ROW.

1. White goods containing refrigerants, oils, and similar substances, shall be removed from the ROW and loaded onto a vehicle, so as to prevent such materials from escaping from the unit.
2. All refrigerants, oils, and similar materials shall be removed by the Respondent's qualified technicians or transported to a facility for the removal of said materials, and disposed of or recycled according to all federal, state, and local rules and regulations.
3. White goods containing food items shall be decontaminated in accordance with federal, state, and local law prior to disposal/recycling.
4. Eligible white goods removed from the ROW shall be documented by means of a load ticket by the City or its authorized representative.
5. All documentation with regard to the removal and disposal of refrigerants, oils, and similar substances shall be submitted to the City before payment is made.
6. White goods shall be transported to a designated City approved recycling facility.

R. ROW Electronic Waste Removal

The Respondent shall provide all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and disposal/recycling of eligible electronic waste from the ROW.

1. Eligible electronic waste removed from the ROW shall be documented by means of a load ticket by the City or its authorized representative.
2. The Respondent shall dispose of the waste at a facility approved by the City.

S. Other Services

Additional services may be requested by the City not specifically covered under the Scope of Work. As directed by the City and upon written authorization, the Respondent shall provide all labor, equipment, materials, fuel, traffic control, and signage, to perform the additional services including but not limited to:

1. Demolition of Structures and Debris Removal
The Respondent shall provide services for the demolition of structures, which pose a significant threat to the public health, safety, and economic recovery of the community. The City shall provide the ROE/Hold Harmless Agreements and provide the legal and operational procedures, which comply with all federal, state, and local rules, regulations and policies.
2. Storm Drain and Catch Basin Debris Removal
The Respondent shall remove all eligible debris from the City's maintained storm drains and catch basins and transport the debris to the City's designated disposal facility.
3. Dead Animal Carcass Removal

The Respondent shall collect, haul and dispose of dead animal carcasses including, but not limited to, large animals, livestock, and poultry. The City shall designate the final disposal site.

4. Abandoned Vehicle or Derelict Vessels

The Respondent shall remove eligible abandoned vehicles or derelict vessels in areas identified and approved by the City and subsequently transported to a City approved staging area.

5. Waterborne Debris

The Respondent shall remove eligible waterborne debris as identified and approved by the City and subsequently transported to a City approved staging area or the City's designated disposal facility.

V. SPECIFICATIONS

A. Respondent shall maintain documentation for any and all billed items.

B. Project Records

All records in any manner whatsoever to the assigned project or any designated portion thereof, which are in the possession of the proposing firm or proposing firm's subcontractors, shall be made available, upon request by the City, for inspection and copying upon written request of the City. Additionally, said records shall be made available, upon request by the City to any state, federal or other regulatory authorities and any such authority may review. Said records include, but are not limited to, all submittals, correspondence, minutes, memoranda, tape, videos or other writings, which document the project. Said records expressly include those documents reflecting the time expended by the proposing firm and its personnel in performing the obligations of this Contract and the records of expenses incurred by the proposing firm in its performance under said contract.

C. Auditable Records

The proposing firm shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles and the City reserves the right to determine record keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with Texas Public Disclosure Statutes.

D. In addition, the Respondent is responsible for:

1. Providing a response by phone, email, or text within four (4) hours of a request for assistance.
2. Accurate invoices submitted to the City, at the minimum, weekly.
3. Providing emergency contact information, to include cellular phone numbers, of key personnel, including, but not limited to: onsite Supervisor(s) and Contract Manager.

E. The City is responsible for:

1. When possible, seventy-two (72) hour notice of need by phone, email, or text.
1. Written, twenty-four (24) hour notice to shut down operations.

VI. SELECTION PROCESS

The contract shall be awarded to the responsible offeror(s) whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposal.

From a review of the proposals received, the City intends to select an individual or firm with whom it shall attempt to negotiate a contract. The City may choose to establish a shortlist of firms and interview those firms. If the City chooses to interview a firm, the firm will receive notification by mail or email of the date and time of the interview. The City may choose to award to more than one firm or individual if it is in the best interest of the City.

Certified Minority Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE), and Historically Underutilized Businesses (HUB) are encouraged to submit proposals.

VII. EVALUATION CRITERIA

The criteria used to evaluate the RFP will include, but not be limited to, the following (items listed below are not listed in order of importance):

- **Qualifications.** Qualifications of individual or firm in executing similar projects, qualifications related to collaborating with partners. (20 points)
- **Experience on Similar Projects** (emphasis on last 10 years). Related project experience as well as completed and ongoing projects of the firm and the individuals who would be assigned to this project. (25 points)
- **Project Methodology.** This criterion would include personnel, resources, and methodologies commonly used by the individual or firm that may be applicable to the project categories. (20 points)
- **Pricing and Fees.** (25 points)
- **References.** (10 points)

VIII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS, AND INFORMATION

- A. No Gratuities – Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Friendswood for the purposes of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.
- B. All Information True – Respondents represents and warrants to the City that all information provided in the response shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the City for consideration in the selection process shall be excluded.
- C. Interviews – If the City, as a result of the initial evaluation of the proposals, develops a “short list”, Respondents will be notified in writing of their status in the selection process. Respondents who are “short-listed” may expect and anticipate in a subsequent interview which will most likely focus not only on the Respondent’s program approach but also on an appraisal of the people who would be directly involved in the Project.
- D. Inquiries – Do not contact the City during the selection process to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.
- E. Cost of Responses – The City will not be responsible for the costs incurred by anyone in the submittal of responses.
- F. Contract Negotiations – This RFP is not to be construed as a contract or as a commitment of any kind. If this RFP results in a contract offer by the City, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the Project, the City intends to make the inclusion of a “key persons” clause a part of the contract negotiations.
- G. No Obligation – The City reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate proposals; (5) reject any or all Respondents submitting responses, should it be deemed in Friendswood’s best interest; or (6) cancel the entire process.

- H. Insurance – The Respondent shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Work hereunder by Respondent, its agents, representatives, volunteers, employees or subconsultants. Respondent's insurance coverage shall be primary insurance with respect to City, its officials, employees and agents. Any insurance or self-insurance maintained by City, its officials, employees or agents shall be considered in excess of Respondent's insurance and shall not contribute to it. Further, Respondent shall include all subcontractors, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subcontractors and assigns shall be subject to all of the requirements stated herein.

During the performance of the Services under this Agreement, Respondent shall maintain, at a minimum, the following insurance policies and coverages:

Commercial General Liability

- General Aggregate: \$2,000,000
- Products & Completed Operations Aggregate: \$2,000,000
- Personal & Advertising Injury: \$1,000,000
- Per Occurrence: \$1,000,000
- Fire Damage \$500,000
- Waiver of Subrogation required.
- Coverage shall be broad form.
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

Business Automobile Policy

- Combined Single Limits: \$1,000,000 Coverage for "Any Auto"
- Waiver of Subrogation required.

Errors and Omissions (if applicable)

- Limit: \$1,000,000 for this project.
- Claims-made form is acceptable
- Coverage will be in force for one (1) year after completion of the Project.

Workers' Compensation

- Statutory Limits
- Employer's Liability \$500,000 Waiver of Subrogation required.

The following shall be applicable to all policies of insurance required herein.

- (1) Insurance carrier for all liability policies must have an A.M. Best Rating of A:VII or better.
- (2) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (3) Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
- (4) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by mail, return receipt requested, has been given to City.
- (5) City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers Compensation and Errors and Omissions Policies required herein.
- (6) Upon request and without cost to City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to City.
- (7) Upon request and without cost to City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to City.
- (8) All insurance required herein shall be secured and maintained in a company or companies satisfactory to City, and shall be carried in the name of Respondent. Respondent shall provide copies

of insurance policies and endorsements required hereunder to City on or before the effective date of this Agreement.

I. Indemnification

THE RESPONDENT HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE GOODS AND SERVICES TO BE PROVIDED UNDER A CONTRACT RESULTING FROM THIS REQUEST FOR PROPOSALS. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE RESPONDENT, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE RESPONDENT, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH RESPONDENT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY RESPONDENT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE RESPONDENT OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE RESPONDENT'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHEREIN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE RESPONDENT AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

- J. Release -- In any agreement resulting herefrom, City will not consent to litigation or suit, and City hereby expressly revokes any consent to litigation that it may have granted by the terms of this RFP or any resulting contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive City's sovereign immunity. Respondent assumes full responsibility for its services performed and goods supplied hereunder and hereby releases, relinquishes and discharges City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Respondent's services to be performed or goods to be supplied hereunder. This release shall apply with respect to Respondent's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.
- K. No Right to Arbitration -- Notwithstanding anything to the contrary contained in this RFP, City and Respondent hereby agree that no claim or dispute between City and Respondent arising out of or relating to this RFP or any resulting agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable state arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that City is subjected to an arbitration proceeding notwithstanding this provision, Respondent consents to be joined in the arbitration

proceeding if Respondent's presence is required or requested by City of complete relief to be recorded in the arbitration proceeding.

- L. Compliance with Laws – In performance of the Services, Respondent will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.

Texas Government Code, Chapter 2252 Statement -- By submission of a response to this request to proposal, the Respondent represents that, solely for the purposes of compliance with Chapter 2252 of the Texas Government Code and except to the extent otherwise required by applicable federal law, neither the Respondent, nor any wholly owned subsidiary majority-owned subsidiary, parent company or affiliate of the Respondent is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

Texas Government Code Verifications -- By submission of a proposal, the Respondent represents and verifies that, for the term of any resulting contract for goods or services, and subject to applicable federal law, including without limitation, 50 U.S.C. Section 4607, the Respondent, and any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Respondent, (i) does not boycott Israel and will not boycott Israel during the term of any contract to be entered into with the City of Friendswood; (ii) does not boycott energy companies and will not boycott energy companies during the term of any contract to be entered into with the City of Friendswood; and (iii) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. As used herein the following definitions apply

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - b. does business with a company described by Paragraph (a).
3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
 - a. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - b. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - c. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;but does not include:
 - a. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - b. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

- (2) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

EXECUTION OF OFFER

The undersigned, in submitting this proposal and their OFFER of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

Submitted by:

(OFFICIAL FIRM name)

By:

(Original Signature) **Must be signed to be considered responsive.**

(Typed or Printed Name)

(Title)

(Date)

Remittance Address:

(City, State, Zip code)

Phone #:

()

Fax #:

()

E-Mail Address:

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

	Initials	Date acknowledged
1)	_____	_____
2)	_____	_____
3)	_____	_____

STATEMENT OF ORGANIZATION

1. Respondent

Full Name of Business: _____

Principal Business Address: _____

Principal Phone Number: _____

Local Business Address: _____

Local Business Contract: _____

Local Business Phone: _____

Local Business Fax: _____

Local Business E-mail: _____

Type of Organization: _____

Tax ID #: _____

License #: _____

Provide names of authorized representatives of the Respondent who has/have legal authority to bind the Respondent into contractual obligations:

(a) _____

(b) _____

(c) _____

(d) _____

2. Subcontractor(s)

List of all firms participating in this proposal

	Name	Address	Area of Responsibility
(a)	_____	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a resident bidder of Texas as defined in HB 620.
(Company Name)

Signature _____

Print Name _____

I certify that _____ is a Nonresident bidder as defined in HB 620
(Company Name)
and our principal place of business is _____.
(City and State)

Signature _____

Print Name _____

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Bid	Reason

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Firm

Agent

CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

1. Availability to perform: _____

(Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

2. Equipment and operational items:

(Identify by quantity and type any equipment/assets allocated to contract performance)

3. Personnel: _____

(Identify by quantity and category any personnel assigned to contract performance)

4. Other Resources: _____

(Identify any other resources to be allocated to complete contract performance)

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#). The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. **The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.**

Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. The person filing the 1295 needs to complete an “unsworn declaration”.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) serves as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity. Subsection (c) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

“Intermediary”, for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

The law has been amended beginning January 1, 2018. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education
- A contract related to health and human services if:

- The value of the contract cannot be determined at the time the contract is executed; and
 - Any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

ATTACHMENT A
PROCUREMENT FEDERAL REQUIREMENTS

There are no bonding requirements for this RFP. The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by the Subrecipient which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with the Subrecipient are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or City of Friendswood, all contracts made by the Subrecipient under the Federal award shall contain provisions covering the following, as applicable.

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2. Affirmative Socioeconomic Steps
3. Byrd Anti-Lobbying Agreement
4. Clean Air Act & Federal Water Pollution Control Act
5. Compliance with Federal Law, Regulations, and Executive Orders
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11. Hold Harmless Agreement
12. No Obligation by Federal Government
13. Potential Conflicts of Interest
14. Procurement of Recovered Materials
15. Program Fraud and False or Fraudulent Statements or Related Acts
16. Prohibition of Contracting for Covered Telecommunications Equipment or Services
17. Termination for Cause & Convenience
18. Whistleblower Protection Act

1. ACCESS TO RECORDS (Disaster Recovery Reform Act of 2018)

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the City of Friendswood, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the City of Friendswood and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

These affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching <https://comptroller.texas.gov/purchasing/vendor/hub/>

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

3. BYRD ANTI-LOBBYING AGREEMENT 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

4. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate [Environmental Protection Agency Regional Office](#).
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate [Environmental Protection Agency Regional Office](#).
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. §§ 3701-3708; and 2 C.F.R. Appendix II to Part 200 (E))

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime Requirements* – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The City of Friendswood shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these

clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

7. DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the State of Texas and the City of Friendswood. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Texas and the City of Friendswood, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

9. DOMESTIC PREFERENCE FOR PROCUREMENT (2 C.F.R. § 200.322)

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 C.F.R. 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

11. HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless the Subrecipient and/or The City of Friendswood from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this solicitation, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this solicitation. Certification of such coverage must be provided to the Subrecipient upon request.

12. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

13. POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 C.F.R. 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the *Conflict of Interest Questionnaire* (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the City to disclose any gifts valued in excess of \$100 given to any City Official or the City Official's family member, or employment of any City Official or the City Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Friendswood City Secretary's Office. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a response for services on a Subrecipient project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited response, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the Subrecipient or City of Friendswood.

14. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.323)

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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (31 U.S.C. 3801 et seq.)

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

16. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and

telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
(b) Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

17. TERMINATION FOR CAUSE & CONVENIENCE (2 C.F.R. Appendix II to Part 200 (A) and (B))

Pursuant to 2 C.F.R. Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 C.F.R. Appendix II to Part 200 (B), all contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. The Subrecipient shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, the Subrecipient may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by City related to this default. Such termination is in addition to and not in lieu of any other remedies that the Subrecipient may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. The Subrecipient may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney’s Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. The Subrecipient and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the City or the State of Texas of the right to seek redress in a court of law.

18. WHISTLEBLOWER PROTECTION ACT

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

**ATTACHMENT B
CERTIFICATION REGARDING LOBBYING**

(Required for each Contract exceeding \$100,000)

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Contractors are required to complete **Form SF-LLL - Disclosure of Lobbying Activities** to disclose lobbying activities pursuant to 31 U.S.C. 1352.

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

Print Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

CERTIFICATION REGARDING LOBBYING

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee ☐ Tier If Known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: 		7. Federal Program Name/Description: CFDA Number, if applicable _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____		b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure		Signature _____ Print Name _____ Title _____ Telephone No. _____ Date: _____
Federal Use Only		Authorized _____ for _____ Local _____ Standard Form – LLL (Rev. 7-97)

ATTACHMENT C
CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

The undersigned [Contractor] certifies, to the best of his or her knowledge that _____, Contractor company or legal entity understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed herein, and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. **Contractor must initial by each regulatory requirement and sign below.**

- _____ 1 Access to Records
- _____ 2 Byrd Anti-Lobbying Agreement
- _____ 3 Clean Air Act & Federal Water Pollution Control Act
- _____ 4 Compliance with Federal Law, Regulations, and Executive Orders
- _____ 5 Contract Work Hours and Safety Standards Act
- _____ 6 Debarment and Suspension
- _____ 7 Department of Homeland Security Seal, Logo, and Flags
- _____ 8 Domestic Preferences for Procurement
- _____ 9 Energy Efficiency
- _____ 10 Hold Harmless Agreement
- _____ 11 No Obligation by Federal Government
- _____ 12 Affirmative Socioeconomic Steps
- _____ 13 Potential Conflicts of Interest
- _____ 14 Procurement of Recovered Materials
- _____ 15 Program Fraud and False or Fraudulent Statements or Related Acts
- _____ 16 Prohibition on Contracting for Covered Telecommunications Equipment or Services
- _____ 17 Termination for Cause & Convenience
- _____ 18 Whistleblower Protection Act

If requested by City of Friendswood and/or the Subrecipient, Contractor agrees to provide their policy and/or documentation verifying compliance with each of the above listed regulatory requirements.

Print Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

**ATTACHMENT D
PRICING AND FEES**

Respondents: Please use form below or include equivalent pricing and fees breakdown in your submittal. **Note** that pricing breakdown to include profit, must be included as a part of the proposal. Work performed under the subsequent contract would simply be charged at the proposed hourly rate (no breakdown), but again, the breakdown must be known during negotiations due to 2 CFR 200.324(b). "Cost plus percentage of cost" type proposals are prohibited.

Company Name:

City of Friendswood RFP #: 2022-13

All work to be performed as described herein and comply with
all requirements as part of the Debris Removal RFP.

Unit Cost Proposal				
ITEM	DESCRIPTION	UNIT	RATE	EXTENSION
Bid Item A: ROW Vegetative Debris Removal (Collect & Haul)				
A-001	Pick up eligible vegetative debris from ROW and haul to an TDSRS or other designated disposal facility.	Cubic Yard		\$ -
Bid Item B: ROW C&D Debris Removal (Collect & Haul)				
B-001	Pick up eligible C&D debris from ROW and haul to an TDSRS or other designated disposal facility.	Cubic Yard		\$ -
Bid Item C: Demolition, Removal and Transport of Eligible Structures				
C-001	Consists of all labor, equipment, fuel and associated costs necessary to demolish structures on private property. Structure demolition with C&D debris loaded at the designated work zone and hauled to a City approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, and household hazardous waste for ROW collection. Does not include removal of concrete slabs.	Cubic Yard		\$ -
C-002	Consists of all labor, equipment, fuel and associated costs necessary to demolish structures on private property. Structure demolition with regulated asbestos containing (RACM) C&D debris loaded at the designated work zone and hauled to a City approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, and household hazardous waste for ROW collection. Does not include removal of concrete slabs.	Cubic Yard		\$ -

Bid Item D: TSDR Management and Operations

D-001	Consists of the management and operation of TDSRS for acceptance, management, segregation and staging of disaster related debris.	Cubic Yard		\$ -
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Bid Item E: Reduction of Storm Generated Debris Through Grinding

E-001	Consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated through grinding.	Cubic Yard		\$ -
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Bid Item F: Reduction of Storm Generated Debris Through Compaction

F-001	Consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated through compaction.	Cubic Yard		\$ -
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Bid Item G: Reduction of Storm Generated Debris Through Air Curtain Incineration

G-001	Consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated through air curtain incineration.	Cubic Yard		\$ -
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Bid Item H: Reduction of Storm Generated Debris Through Controlled Open Burning

H-001	Consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated through controlled open burning.	Cubic Yard		\$ -
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Bid Item I: Haul-out of Reduced Debris to Final Disposal Site

I-001	Consists of loading and transporting reduced debris at an approved TDSRS to a final disposal facility	Cubic Yard		\$ -
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Bid Item J: Removal of Eligible Hazardous Leaning Trees and Hanging Limbs

	Consists of removing eligible hazardous leaning or hanging limbs and placing them on the ROW for haul-off.	Per Tree		
J-001	6 inch to 12 inch diameter		\$	-
J-002	13 inch to 24 inch diameter		\$	-
J-003	25 inch to 36 inch diameter		\$	-
J-004	37 inch to 48 inch diameter		\$	-
J-005	49 inch and larger diameter		\$	-
	Hanger Removal (per tree)		\$	-

Bid Item K: Removal of Eligible Hazardous Stumps

	Consists of removing eligible hazardous stumps and transporting them to an approved TDSRS or other designated disposal facility.	Per Stump		
K-001	25 inch to 36 inch diameter		\$	-
K-002	37 inch to 48 inch diameter		\$	-
K-003	49 inch and larger diameter		\$	-

Bid Item L: Abandoned Eligible Vehicle Removal

L-001	Consists of the removal of eligible abandoned vehicles in areas identified and approved by the applicant and subsequently transported to an approved staging area.	Unit		\$ -
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Bid Item M: Abandoned Eligible Vessel Removal

M-001	Consists of the removal of abandoned vessels on land in areas identified and approved by the applicant and subsequently transported to an approved staging area.	Per Linear Foot		\$ -
M-002	Consists of the recovery of abandoned vessels in water in areas identified and approved by the applicant and subsequently transported to an approved staging area.	Per Linear Foot		\$ -

Bid Item N: Eligible Animal Carcass Removal and Disposal

N-001	Consists of the removal of eligible animal carcasses in areas identified and approved by the applicant and subsequently transported to an approved staging area.	Unit		\$ -
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Bid Item O: ROW White goods Debris Removal (Collect & Haul)

O-001	Consists of all labor, equipment, fuel and associated costs necessary for removal, transportation and disposal of eligible White Goods.	Unit		\$ -
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Bid Item P: Freon Removal (Collect & Haul)

P-001	Consists of all labor, equipment, fuel and associated costs necessary for recovery and disposal of Freon from eligible items containing refrigerants.	Unit		\$ -
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Bid Item Q: Fill Dirt

Q-001	The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the City.	Per Cubic Yard		\$ -
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Bid Item R: Electronic Waste Removal

R-001	Consists of the recovery and disposal of disaster damaged televisions, computers, computer monitors, microwaves, etc.	Unit		\$ -
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Bid Item S: Household Hazardous Waste Removal

S-001	Consists of collection, transportation, and disposal of Household Hazardous Waste from the ROW to final disposal.	Per Pound		\$ -
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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 05/27/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the City Manager to negotiate and execute a contract with Manor Maintenance for the maintenance and landscaping of the City's parks and facilities (RFP 2022-15).

Originating Department: Parks and Recreation

Degree of importance: As the City continues to grow and the demand for quality service increases, it is imperative that we continue our Landscape Services contract, as it is needed to assist the Parks Department in their efforts to maintain the beautification of our parks and city facilities.

SUMMARY / ORIGINATING CAUSE

This item authorizes the City Manager to negotiate and execute a contract with Manor Maintenance for the landscaping of the City's parks and facilities (RFP 2022-15).

RFP # 2022-15 for the Landscaping and Maintenance of City Parks and Facilities was opened on Thursday, June 23, 2022. Proposals were received from (i) Horticare, (ii) Manor Maintenance, and (iii) Special Touch Landscaping. The scope of work includes the weeding and trimming of city facilities-buildings, medians, esplanades and parks as further outlined on the attached Landscape Management Schedule.

An ad-hoc review committee was formed to score the submitted proposals based on the selection criteria included in the RFP, which was designed to help staff provide a contractor recommendation to the Council, while ensuring the appropriate level of service is maintained.

During the review process, the committee ranked each proposal by the criteria listed below:

- 30%, qualifications and capability of the company providing similar services;
- 10%, references – respondents shall provide a minimum of three (3) references for which you have provided this type of service. Including the date(s), services furnished, client's name, address, and phone/fax/email of the client;
- 30%, pricing schedule/cost of service; and
- 30%, past experience and history on like projects.

Further, the committee met with the representatives of the top-rated proposals and all subsequent information requested and received was considered as part of the proposal and evaluated as such. During the review process, the committee concluded through the above scoring factors that Manor Maintenance received the most points, and therefore is receiving staff's recommendation.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2022-15 Landscaping RFP
2. 2022-15 Base Bid final
3. Add Alt Pricing Final

REQUEST FOR PROPOSALS
CITY LANDSCAPE MAINTENANCE SERVICES

RFP 2022-15



DUE DATE: June 23, 2022- 2:00 p.m.

CITY OF FRIENDSWOOD
Attention: City Secretary
910 S. Friendswood Drive
Friendswood, TX 77546

**TERMS AND CONDITIONS**

1. The City of Friendswood will accept **SEALED PROPOSALS** Monday through Thursday, 7:30 a.m. – 12:00 p.m. and 1:00 p.m. – 5:30 p.m. and Fridays, 8:00 - 5:00 p.m. Proposals must be received by the City Secretary before the specified hour and date of the opening. At that time proposals shall be opened and names publicly read.
2. All sealed offers should be submitted on the original forms provided. Each proposal must be sealed and should be placed in a properly identified envelope with RFP number, time and date of RFP opening.
3. Late proposals will be UNOPENED. Late proposals will not be considered under any circumstances.
4. Proposals CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by offeror or his authorized agent. No proposal may be withdrawn after opening without approval and based on a written acceptable reason.
5. The City of Friendswood reserves the right to revise or amend the specifications prior to date set for opening proposals. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective offerors. If offeror demonstrates just reason for a change, the City of Friendswood must have at least five working days notice prior to bid opening date.
6. **Should offeror find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, offeror should at once notify the Purchasing Coordinator and obtain clarification prior to submitting a proposal.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs.
8. Proposals shall be valid for ninety (90) days from opening date.
9. The City of Friendswood is exempt from taxes. **DO NOT INCLUDE TAX IN PROPOSAL.**
10. The City of Friendswood reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Offeror **MUST** give full firm name and address. Person signing bid should show **TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the proposal in the space provided.
12. Any catalog, brand name or manufacturer's reference used in proposal invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing on other than reference specifications, offeror must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the proposal. If offeror takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items proposed shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in RFP. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your proposal **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify proposal.
14. NO substitutions or cancellations permitted without written approval of the City of Friendswood.
15. All offerors **must meet or exceed the minimum specifications** to be considered as a valid proposal. The City of Friendswood reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to the offeror who provides goods or services at the best value for the City of Friendswood.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie proposal. Unrealistically short or long delivery promises may cause proposal to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Friendswood and/or investigation for Anti-Trust violations.
18. If a proposal contains proprietary information, the offerors must declare such information as proprietary if Offeror does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Friendswood from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Friendswood, PO BOX 1288, Friendswood, TX 77549; Attn: Accounts Payable.
21. The City of Friendswood shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Friendswood shall constitute all items bid being received and in good working order to the City's satisfaction.

PRICE REVISION CLAUSE – ANNUAL CONTRACTS

The City of Friendswood desires firm prices for the full contract period. It is recognized by the City of Friendswood that qualified vendors may face unforeseen price changes from manufacturers. Unit price changes due to increases or decreases from the manufacturer will be considered "pass-on" costs. "Pass-on" increases must be verified in writing by manufacturer and will be considered during the term of the contract. **NOTE: THE CITY MUST HAVE THIRTY (30) DAYS WRITTEN NOTICE PRIOR TO ANY INCREASE OF EXISTING PRICES.**



INTRODUCTION

The City of Friendswood seeks proposals from qualified lawn and landscape management firms to provide annual landscaping and grounds maintenance services for various City buildings, facilities, and parks. The purpose of these specifications is to describe the minimum requirements of the City of Friendswood.

The City of Friendswood is a progressive suburban city conveniently located between downtown Houston and Galveston near three major airports and deep-water ports with easy thoroughfare and railway access. It has approximately 40,000 citizens and covers an area of roughly 21.2 square miles.

Contact person for additional information is **Jeff Spears, 281-996-3274** or jspears@friendswood.com.

PURPOSE

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the Proposer's products and services as they compare to other equipment providers and as they pertain to the needs of the City's organization as defined in this document.

PROPOSAL PROCESS

Proposals will consist of qualifications, specifications, and cost components. One original, one copy, and one electronic copy on flash drive, CD, or DVD are to be submitted. The original proposal must be clearly marked and contain original signatures. Failure to mark the original and provide original signatures may result in a proposal being found non-responsive and given no consideration. Faxed, email, or late proposals will not be accepted.

Information contained in the proposals must be complete and in accordance with the terms and conditions of this RFP. The information requested herein and the format in which it is requested is essential to permit prompt evaluation of proposals on a fair and uniform basis. The City reserves the right to declare a proposal non-responsive and reject any proposal in which the material presented is not furnished or where indirect or incomplete answers are provided.

The City also reserves the right to reject any or all of the proposals received, to negotiate with the most qualified proposer based solely on proposal, or to cancel this RFP in part or wholly without explanation to proposers. The City may elect to interview only a select number of proposers at its own discretion.

PROJECT TIMELINE

Request for Proposals Issued	June 8, 2022
Mandatory Pre-proposal Meeting	June 16, 2022, 10:00 am
Deadline for Submitting Questions	June 17, 2022, 10:00 am
Proposal Submission Deadline	June 23, 2022, 2:00 pm
Anticipated Award of Contract	July 11, 2022

PRE-PROPOSAL MEETING

There will be a **mandatory** pre-proposal meeting on June 16, 2022 at 10:00 am at 910 S. Friendswood Dr., Friendswood, TX 77546. It will be assumed that potential proposers attending the pre-proposal meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions not already addressed by the City.

**REQUIREMENTS**

Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid proposal. Any exceptions taken may be just cause for disqualification.

GENERAL CONDITIONS

Sections must be filled out completely. The contract shall be awarded in whole to the vendor who provides goods or services at the best value for the City.

AUDIT

Contractor shall provide the City of Friendswood a line-item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

NON-FUNDING CLAUSE

The City of Friendswood City's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of Friendswood reserves the right to terminate this contract by giving Offeror thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

INSURANCE REQUIREMENTS

OFFEROR SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE RFP, OR PRIOR TO AWARD. OFFEROR OR OFFEROR'S INSURANCE AGENT SHALL INCLUDE RFP NUMBER AND DESCRIPTION OF RFP ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

INDEMNITY AGREEMENT

The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of contract, or the breach of any express or implied warranties under this contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the joint negligence of the City and the Contractor, and/or their respective officers, agents and/or employees or (ii) the sole negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (i) the City's own negligence where that negligence is a concurring cause with that of the Contractor of the injury, death or damage and/or (ii) the Contractor's own negligence where that negligence is the sole cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the sole negligence of the City unmixed with the fault of any other person or entity. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this agreement.

**COMPLIANCE WITH LAWS**

Offeror shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Offeror's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government entity and who has an employment of other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. The date the person becomes aware of facts that require the statement to be filed. Additional information and the form to be used to file this notice can be found at:

<https://www.ethics.state.tx.us/forms/CIQ.pdf>

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#). The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. **The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.**

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (RFP 2022-15). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm



Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with a response to any City solicitation or contract.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

“Intermediary”, for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

CONTRACT TERMINATION

The City of Friendswood and the provider reserve the right to terminate this contract for any reason and at any time by, within 30-days, notifying the other party in writing and stating effective date of termination.

RIGHT OF ASSURANCE

Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

RFP DELIVERY

Request for proposals (RFP) shall be submitted in sealed envelopes clearly marked with **RFP 2022-15, CITY LANDSCAPE MAINTENANCE SERVICES**. The RFP shall be addressed to the City of Friendswood, Attention: City Secretary. The Requests for Proposals will be received at Friendswood City Hall, 910 S. Friendswood Drive, Friendswood, TX, 77546 until **2:00 pm, Tuesday, June 25, 2022**, at which time the RFPs will be publicly opened and vendors’ names read aloud.



RFP 2022-15
CITY LANDSCAPE MAINTENANCE SERVICES
SPECIFICATIONS

SCOPE OF WORK

The City of Friendswood seeks proposals from qualified vendors to provide all equipment, materials, labor, and transportation necessary to provide Landscaping and Maintenance Services to City Properties and various other locations specified in this RFP. **Base Bid service months: March-October are twice a month; November – February once a month.**

BASE BID ITEMS

- **Existing Plants** - Maintain them by pruning, trimming and general care to all trees, shrubs and plants.
- **Weeding Flower Beds** – This shall always be done by hand and not by weed eater equipment. Photographic proof is needed after completing this task every other week.
- **Shrubbery** – Trimmed by hedge trimmers only and not by a weed eater or other ulterior methods. Inspected and trimmed as needed at all locations.
- **Leaves** – All leaves on the ground will be removed and bagged.
- **Blowing** - Clippings and other lawn debris shall not be blown into the street or down storm drains.
- **Trash Pickup** – Area should have debris removed.

ADD ALTERNATE ITEMS

- Color Service - Color is to be installed twice per year. Prior to installation, planters are to be augmented with an organic soil amendment, and a time-release fertilizer that will promote a healthy plant throughout the season. Contractor must coordinate with city staff before installation. Plants/flowers are to be planted at a 6" radius. Any plants that do not thrive are to be replaced with new plants of the same or reasonable substitute. Minor adjustments to plant irrigation i.e. sprinkler adjustments, and irrigation run times are to be performed by the contractor. Contractor shall notify the "City" immediately if issues arise regarding inadequate watering that needs to be addressed. (See ** in **FACILITY LOCATIONS**). Photos needed after the completion of this job.
- Rye Grass – Rye grass will be perennial. All locations are to be services at 4 lbs. /1000 sq. ft. The exceptions are the Centennial Park Fields will be 5 lbs. /1000 sq. ft. and Stevenson Park will be 6 lbs. /1000 sq. ft. Show product label and provider of rye grass, prior to application.
- Additional Services - Services will vary according to location but may include mulching, Rye Grass application, fertilizers, insecticides, and adding seasonal color. These will be addressed in the LMS and vendor will work with City Staff for proper time of service. Services will also include trimming and pruning of shrubbery to maintain a uniform appearance. Roundup or similar chemical is to be used on sidewalk cracks according to manufacturer instructions with City staff approval only. Please show product label and provider of pesticide to city before application.
- Mulch – Mulch will be hardwood and with a minimum depth of 2" depending on location and staff guidance. Needs to be a 5' radius around trees. Keep in mind not to create a large mound at the base of the tree, which restricts soil oxygen exchange with the tree and its roots, and do not cover plants.

**PHOTOGRAPHIC DOCUMENTATION**

Contractor shall be required to provide photographic documentation of services rendered. A minimum of two (2) pictures shall be attached to each invoice submitted for payment, documenting the condition of the property immediately prior to and immediately after completion of the work. Some work may require additional pictures to fully document services rendered. Photographic documentation may be provided by digital images (preferred). Pictures shall provide the name of the company, time taken, and date taken on each picture or on each page submitted (preferred). Contractor shall be responsible for all costs associated with the taking and of pictures. Photographic documentation shall be attached with the invoice and shall be turned in to the Parks and Recreation Department after completion of work to confirm inspection and payment for services rendered.

INSPECTION

All work performed must be satisfactory to the City of Friendswood and comply with all applicable laws and regulations. The Director shall have the right to inspect any or all of the facilities, areas or equipment owned, leased, or otherwise used by or in the care, custody, or control of the Contractor. Such inspections may be related to, but are not limited to, verification of work or conditions, safety, damages, or operational interests.

AVAILABILITY

Due to the need of the City of Friendswood to be in contact with the Contractor on a daily basis, the Contractor shall be available between the hours of 8:00 a.m. to 5:00 p.m., weekdays.

REFERENCES

Proposals shall include a minimum of three (3) clients to whom the vendor has supplied this service. Government entities are preferred.

PERFORMANCE

The successful contractor shall satisfactorily perform the work and services at the requested frequencies during the hours specified herein. Evaluations for contract renewal will be based upon frequencies and methods of performances as well as results.

INSTRUCTIONS TO PROPOSERS

This section outlines specific instructions for proposal submissions. Proposers not adhering to these instructions may be disqualified without further consideration.

1. Statement of Compliance

By submission of a response to this RFP, Proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in this RFP.

2. Experience

Describe the experience of the firm and the individuals assigned with related projects of similar nature. Provide at least three references.

3. Qualifications

Describe your staff's unique qualification and training for this type of work.

4. Schedule

Describe your plan/schedule for completing the work.

5. Price

Please include as much line item detail pricing as possible for items included in the proposal.



6. Licenses and Certifications

Include copies of all licenses and certifications which should be State of Texas Irrigation License, State of Texas Herbicide/Pesticide Chemical Applicators License, and Certificate of Liability Insurance form.

EVALUATION CRITERIA

The following criteria will be used by City staff to evaluate the proposals and make a selection:

- **30%** Qualifications and capability of the company providing similar services
- **10%** References – Respondents shall provide a minimum of three (3) references for which you have provided this type of service. Include the date(s), services furnished, client's name, address, and phone/fax/email of the client.
- **30 %** Pricing schedule/cost of service
- **30 %** Experience and history on like projects

City staff may choose to meet with representatives of top rated proposals. Any additional information requested shall be considered as part of the proposal and evaluated as such. The City reserves the right to negotiate a best and final offer with the selected vendor.

TERM OF CONTRACT AND OPTION TO EXTEND

Any contract resulting from this bid shall be effective for a three (3) year period, with the provision that the contract may be renewed for two (2) additional one year contracts on an annual basis, after the initial three (3) year period for a possible total of five (5) altogether. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice at least 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Additionally, the Offeror understands and agrees that upon the City's written request, this contract may be extended for a period of time, not to exceed two (2) months after the expiration of the initial term or any renewal thereof, for the same compensation as the Offeror was receiving for the goods and/or services during the expired term immediately preceding the extension. Nothing contained herein, however, shall obligate the City during the extension period to renew and/or relet a contract with the Offeror for such goods and/or services. The City of Friendswood may terminate the extension at any time for any reason without prior notice.

INSURANCE REQUIREMENTS: OFFEROR SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE PROPOSAL, OR PRIOR TO AWARD OF THE PROPOSAL THE



COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employer's Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.
- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$500,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$500,000 per each occurrence;
- (d) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits;

CONDUCT OF WORK

- A. Any work that is unsatisfactory to the City's representative will be called to the attention of the contractor and the contractor will be required to properly service the area in question and take steps to improve the overall results in the future. Failure by the contractor to comply with such requests will result either in the corrective work being done by others with the cost charged to the contractor, or by deductions being imposed. If the contractor fails to rectify the unsatisfactory conditions, the contractor will be terminated.
- B. The successful contractor shall conduct lawn services in such a manner that there will be no interruption in, or interference with the proper execution of City business.
- C. Failure to provide services in accordance with the specifications may result in non-payment of services by adjustment of monthly fee. Failure to provide services may be cause for termination of contract.

PROTECTION AND DAMAGES

- A. The successful contractor shall without additional expense to the City, be responsible for all damages to persons or property that occurs as a result of the contractor's fault or negligence in connection with the execution of the work, and shall be responsible for the proper care and protection of work performed. Breakage of property, including that of a City employee, which may occur on or about City Facilities as a result of the contractor's employee, shall be repaired or replaced at the contractor's expense.
- B. The successful contractor shall take all precautions necessary for the protection against injury of all persons engaged at the site in the performance of the work. The contractor shall observe all pertinent safety practices and comply with applicable safety regulations, i.e. (OSHA).



EXECUTION OF OFFER

The undersigned, in submitting this proposal and their OFFER of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

(OFFICIAL Firm Name)

By:

(Original Signature) **Must be signed to be considered responsive**

(Typed or Printed Name)

(Title)

(Date)

Remittance

Address: _____

(City, State and Zip Code)

Phone #: (____) _____

Fax #: (____) _____

E-Mail Address: _____

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

- 1) _____ date acknowledged
- 2) _____ date acknowledged
- 3) _____ date acknowledged

**Form 1: Statement of Organization****1. Proposer**

Full Name of Business: _____

Principal Business Address: _____

Principal Phone Number: _____

Local Business Address: _____

Local Business Contact: _____

Local Business Phone: _____

Local Business Fax: _____

Local Business E-mail: _____

Type of Organization: _____

Tax ID #: _____

License #: _____

Provide names of authorized representative(s) of the Respondent who has/have legal authority to bind the Respondent into contractual obligations:

(a) _____

(b) _____

(c) _____

2. Subcontractor(s)

List of all firms participating in this proposal

Name	Address	Area of Responsibility
------	---------	------------------------

(a) _____

(b) _____

(c) _____

(d) _____



BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a resident bidder of Texas as defined in HB 620.
(Company Name)

Signature _____

Print Name _____

I certify that _____ is a Nonresident bidder as defined in HB 620
(Company Name)
and our principal place of business is _____.
(City and State)

Signature _____

Print Name _____



EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Bid	Reason
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Company _____

Agent _____



CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

1. Availability to perform: _____

(Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

2. Equipment and operational items:

(Identify by quantity and type any equipment/assets allocated to contract performance)

3. Personnel: _____

(Identify by quantity and category any personnel assigned to contract performance)

4. Other Resources: _____

(Identify any other resources to be allocated to complete contract performance)

BASE PRICING

Manor Maintenance

Horticare

Special Touch

FACILITY	ADDRESS	PRICING PER YEAR FOR BASE ITEMS	PRICING PER YEAR FOR BASE ITEMS	PRICING PER YEAR FOR BASE ITEMS
Activity Building	416 Morningside	\$ 4,849.62	\$ 5,680.00	\$ 3,660.00
Girl Scout House	Adjacent to Activity Building	\$ 4,849.62	\$ 5,680.00	\$ 1,830.00
Friendswood Sign at Beamer Road	Beamer Road/2351	\$ 4,849.62	\$ 12,320.00	\$ 2,745.00
Blackhawk Reader Board	Blackhawk/2351	\$ 4,849.62	\$ 15,800.00	\$ 2,745.00
Friendswood Sign at Eldorado	Eldorado and Friendswood Link Road	\$ 4,849.62	\$ 10,400.00	\$ 1,830.00
Friendswood City Hall	910 S. Friendswood Drive	\$ 9,529.62	\$ 10,000.00	\$ 10,980.00
Swimming Pool	900 Cedarwood	\$ 4,849.62	\$ 31,240.00	\$ 2,745.00
Stevenson Park	1000 S. Friendswood Drive	\$ 11,869.62	\$ 37,500.00	\$ 21,960.00
Fire Station #1	1610 Whitaker	\$ 9,529.62	\$ 17,040.00	\$ 2,745.00
Fire Station #2	2605 W. Parkwood Drive	\$ 4,849.62	\$ 21,000.00	\$ 1,525.00
Fire Station #3	4302 Laura Leigh Drive	\$ 4,849.62	\$ 11,940.00	\$ 1,525.00
Fire Station #4	111 Woodlawn	\$ 9,529.62	\$ 37,500.00	\$ 3,660.00
Leavesly Park (Hangar)	901 Buckingham	\$ 9,529.62	\$ 10,000.00	\$ 2,745.00
City Library	416 S. Friendswood Drive	\$ 9,529.62	\$ 15,900.00	\$ 3,660.00
Public Works (entire campus)	15355 Blackhawk	\$ 4,849.62	\$ 37,120.00	\$ 5,490.00
Centennial Park (includes sidewalk & trail maintenance and items impeding walkways)	2200 S. Friendswood Drive	\$ 11,869.62	\$ 40,120.00	\$ 21,960.00
Corporal Steven Schulz Sportspark (entire campus)	2910 W. Parkwood	\$ 7,189.62	\$ 27,960.00	\$ 7,320.00
Animal Control	3000 W. Parkwood	\$ 9,529.62	\$ 7,500.00	\$ 2,745.00
Friendswood City Entry Sign at the League City city limits	Located off 518 on the Eastside of Friendswood at the Friendswood / League City border.	\$ 4,849.62	\$ 4,560.00	\$ 1,525.00

BASE PRICING

		Manor Maintenance	Horticare	Special Touch
FACILITY	ADDRESS	PRICING PER YEAR FOR BASE ITEMS	PRICING PER YEAR FOR BASE ITEMS	PRICING PER YEAR FOR BASE ITEMS
Friendswood City Entry sign at Pearland city limits	Located off 518 on the Westside of Friendswood at the Friendswood/Pearland border.	\$ 4,849.62	\$ 2,840.00	\$ 1,525.00
Lake Friendswood Park	2533 Davis Prairie Lane	\$ 4,849.62	\$ 20,000.00	\$ 5,490.00
518 Medians	Located on 518 throughout Friendswood	\$ 35,269.62	\$ 25,000.00	\$ 73,200.00
Friendswood Police Department	1600 Whitaker	\$ 9,529.62	\$ 4,340.00	\$ 5,490.00
Medians at PSB entrance	1600 Whitaker	\$ 4,849.62	\$ 2,500.00	\$ 2,745.00
2351 Medians	Located on 2351 from 518 East to Beamer	\$ 35,269.62	\$ 39,920.00	\$ 43,920.00
Renwick Park	205 Stadium Dr.	\$ 4,849.62	\$ 25,560.00	\$ 2,745.00
Stanley Ct. Median	Stanley Ct.	\$ 4,849.62	\$ 2,280.00	\$ 1,525.00
GRAND TOTAL		\$ 240,919.74	\$ 481,700.00	\$ 240,035.00

	PRICING FOR COLOR SERVICE	PRICING FOR RYE GRASS	PRICING FOR MULCHING	PRICING FOR FERTILIZERS	PRICING FOR INSECTICIDES	
Special Touch	\$ 8,550.00	NA	\$ 32,040.00	\$ 9,800.00	\$ 6,900.00	\$ 57,290.00
Manor	\$ 4,005.00	\$ 43,807.50	\$ 34,740.00	\$ 26,566.00	\$ 37,007.00	\$ 146,125.50
Horticare	\$ 3,000.00	\$ 27,111.74	\$ 51,685.00	\$ 33,444.00	\$ 29,449.32	\$ 144,690.06

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/09/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing an Interlocal Agreement with the Galveston County Consolidated Drainage District.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The original interlocal agreement with GCCDD was agreed upon in April 2007 and has since been amended several times, in 2008, 2009, and 2011. The last amendment in 2011 provided that the Community Development Department would assist with calculating and collecting regional detention fees for the District. Regional detention was created by GCCDD to avoid the construction of individual detention ponds on every residential lot. GCCDD acquires the property to build regional detention ponds and maintains them, thus the reason for collecting fees. The intention of the 2011 agreement was for City staff to facilitate the process for citizens either building an addition to an existing home or building a new home in subdivisions that did not have a detention pond and that were limited to one single-family residence. As long as the owner can provide the required Type A drainage which directs the storm water to the street and the street conveys the storm water to a regional detention facility, the District accepts payments to help maintain the regional detention system. One main criterion is that this is a benefit for a single-family home; subdividing a lot into two nullifies the benefit. For the most part, the same system is still taking place. However, the District has the ability to make exceptions to its criteria; and as of late, it has been deviating from the criteria that were agreed upon in the 2011 interlocal agreement. City staff has been placed in difficult positions with multiple residents because we are following the criteria agreed upon and GCCDD is following different criteria. It is staff's preference to allow the District to process all requests for regional detention and collect the fees which are used to maintain the District's regional detention system. Ultimately, the Community Development Department would require a no objection letter or receipt from GCCDD before issuing permits in the applicable situations.

Current CDD process:

- Receive a building permit application that meets the criteria for regional detention.
- Obtain necessary documentation for any previous impervious cover to calculate credit.
- Obtain plans for proposed structures(s).
- Calculate fee/email to Joseph to verify.
- Notify applicant of amount and request check made payable to GCCDD.
- Deliver the check to GCCDD.
- Complete permitting process.

Proposed CDD process:

CDD Staff will assess a building permit application to determine whether or not it will require regional detention.

If yes, staff will direct the applicant to GCCDD to complete that process first; GCCDD will calculate fees and collect payment.

Once the applicant has a receipt of payment to GCCDD, staff will complete the permitting process.

If no, CDD staff will complete the permitting process.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The proposed process will require a permit applicant to go to GCDDD before we accept a permit application. CDD staff will do our best to assess the applications before we accept them so that there is less back and forth during the actual permit review period.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2022 GCCDD Interlocal Agreement Amendment No. 5

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF
FRIENDSWOOD, TEXAS
AND THE
GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT**

This Interlocal Cooperation Agreement ("Agreement") is made and entered into as of the ____ day of _____ 2022, by and between City of Friendswood, a home rule municipal corporation located in Galveston and Harris Counties, Texas ("City"), acting by and through its duly authorized representative, and the Galveston County Consolidated Drainage District, a conservation reclamation District organized and existing pursuant to Article XVI, Section 59 of the Constitution of the State of Texas ("District"), acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, pursuant to Chapter 791, TEX. GOV'T CODE (the "Act"), local governments are authorized to contract among themselves for the provisions of governmental functions and services; and

WHEREAS, City and District are each "local governments," as that term is defined in the Act; and

WHEREAS, the corporate boundaries of City includes territory in both Galveston and Harris Counties, Texas; and

WHEREAS, that portion of City that is located within Galveston County is also located within the corporate boundaries of District; and

WHEREAS, pursuant to and in accordance with Chapter 212, Texas Local Government Code, City is empowered to adopt reasonable rules and regulations governing plats and the subdivision of land, and to apply such regulations to all territory within City's corporate boundaries; and

WHEREAS, pursuant to said Chapter 212 and applicable ordinances of City, no land within City or its area of extraterritorial jurisdiction may be subdivided unless and until a plat of such subdivision has been approved by City; and

WHEREAS, pursuant to the Flood Control and Insurance Act, §16.311, *et seq*, Texas Water Code, City and District each have the responsibility of taking necessary and reasonable actions to comply with the requirements and criteria of the National Flood Insurance Program, which include, among other things, the engaging in floodplain management practices and the

adoption and enforcement of permanent land use and control measures consistent with the criteria established under the National Flood Insurance Act; and

WHEREAS, in addition to the minimum obligations set forth in the Flood Control and Insurance Act, political subdivisions such as City and District are also authorized to adopt more comprehensive floodplain management rules when determined necessary for the protection of public health and safety; and

WHEREAS, in accordance therewith, City requires, as a condition of subdivision plat approval and/or building development, compliance with applicable rules and regulations of City relating to floodplain management and flood damage prevention; and

WHEREAS, District was created and exists for the purpose of reclamation and drainage of flooded lands and other lands needing drainage within District; and

WHEREAS, in furtherance thereof, District is empowered to acquire, construct, improve, and maintain facilities necessary to carry out its mandated purpose; and

WHEREAS, in order to assure that development within the Galveston County portion of City does not circumvent applicable floodplain management and flood damage prevention plans, City and District have imposed runoff controls to limit the increase of flood waters into outfall facilities; and

WHEREAS, it is the desire of City and District that drainage plans for subdivisions, building construction, or other site development within those portions of City that are also within District be carefully reviewed to assure compliance with applicable flood damage prevention and runoff control regulations; and

WHEREAS, City and District have developed a plan for the comprehensive review and determination of compliance with such regulations, which plan is set forth below in this Agreement; now, therefore,

FOR AND IN CONSIDERATION of the mutual obligations and benefits to be derived hereunder, City and District do hereby find, determine, and agree as follows:

1. **Findings.** The facts and matters set forth in the preamble of this Agreement are hereby found to be true and correct.

2. **Purpose.** The purpose of this Agreement is to promote and protect public health, safety, and welfare by minimizing public and private losses resulting from flood conditions through the establishment of a drainage review process for subdivision, building construction, or site development involving tracts of land that are located within the boundaries of City and District.

3. **City Responsibilities.**

A. **City Flood Damage Prevention Regulations.** City shall provide District with

true and correct copies of all rules and regulations adopted by City relating to flood control, flood plain management, and flood damage prevention.

B. Plat/Building Plan Submittal. City may, prior to approval of plats for subdivisions, or drainage plans for building construction or site developments, located within the jurisdiction of City that are also within the boundaries of District, direct such plats or plans to be submitted to District for information review, determination and recommendation as set forth in Section 4 below.

C. Design Criteria Manual. City shall notify District of any updates to its Design Criteria Manual relating to storm drainage requirements.

4. District Responsibilities.

A. Plat and Permit Review. District shall review drainage plans relating to subdivisions, building construction, site development, and single-family residential construction, for District's determination of compliance with applicable flood damage prevention regulations of the District, and with regulations of District governing the discharge of storm waters into a District outfall facility.

B. Exceptions for Single-Family Residential Construction. Plans that include 200 square feet or less additional impervious cover are exempt from Section A.

C. Approval of Plans. Approval by the District's Board of Directors formalized by signatures of two directors on civil plans for subdivisions, building construction, and site development shall indicate approval by the District.

D. No Objection Letters. For single-family residential construction (not part of a subdivision), the District shall submit no objection letters regarding drainage plans and/or approval for purchasing regional detention, in writing to the Director of Community Development of City. No objection letters shall be made in as timely a manner as is reasonably possible.

E. Capacity and Capacity Fee Commitment. District shall determine if a lot or tract is eligible to purchase regional detention based on capacity in regional detention facilities and collect any required fees. District agrees to provide capacity in District's regional storm water detention facilities at the cost established by the District. District agrees that any change in the costs for acquisition of capacity in a regional detention facility shall not be effective against City until a 30-day notice is delivered to City Secretary of City, either through personal delivery in writing or through electronic mail.

F. Design Criteria Manual. District shall notify City of any updates to its Design Criteria Manual relating to storm drainage requirements.

5. Term. The primary term of this Agreement shall be for a period of two (2) years and shall be automatically renewed for successive renewal terms of two (2) years unless either party gives the other notice of non-renewal not less than thirty (30) days prior to the expiration of the primary term or any renewal term hereof. Notwithstanding the foregoing, either party may terminate this Agreement upon the giving of thirty (30) days prior written notice to the other.

6. Prior Agreements Terminated. This Agreement is intended to be the complete and final understanding of the parties as to the subject matter of the Agreement, and all prior understandings or interlocal agreements between City and District as to the subject matter of the Agreement, including, but not limited to, the original agreement entered into on April 2, 2007, and amended on May 5, 2008, August 17, 2009, January, 2010, and March 7, 2011, are of no force or effect.

EXECUTED in duplicate originals on the dates indicated.

ATTEST:

CITY OF FRIENDSWOOD, TEXAS

By: _____
Leticia Brysch
City Secretary

By: _____
Mike Foreman
Mayor

ATTEST:

**GALVESTON COUNTY CONSOLIDATED
DRAINAGE DISTRICT**

By: _____
Kathy Grace
Administrative Manager

By: _____
Kevin Holland
President

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/10/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the Interlocal Contractual Agreement Concerning Breath Alcohol Technical Supervisor with the City of League City, Galveston County, the City of Webster, the City of Seabrook, the City of South Houston, the City of Texas City, and the City of Pearland.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The proposed Interlocal Contractual Agreement Concerning Breath Alcohol Technical Supervisor is a renewal of the existing agreement amongst the parties, which include Galveston County, the Cities of League City, Webster, Seabrook, South Houston, Texas City, and Pearland. All of the parties to the agreement need the services of a certified breath alcohol technical supervisor ("BATS") for use in law enforcement and prosecution of driving while intoxicated offenses. Under the agreement, the City of League City will enter into a contract with the Texas Department of Public Safety, which wants to be bound by only one contract, to secure the services and to provide the other entities an evidential breath alcohol instrument ("Instrument"). The cost for the BATS and the Instrument for all of the parties is \$100,000, which cost will be shared equally and paid monthly after receipt of an invoice from the City of League City. The term of the proposed agreement is sixty months, which term can be extended thereafter for successive one-year periods.

*The Friendswood Police Department's operating budget has funding available for an annual payment to the City of League City for the monthly fees incurred.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. BATS Agreement_Renewal_2022
2. Exhibit A - DPS Interlocal with COLC

RESOLUTION NO. 2022-67

A RESOLUTION AUTHORIZING THE RENEWAL OF AN
INTERLOCAL AGREEMENT WITH A CONSORTIUM OF
LOCAL GOVERNMENTAL ENTITIES REGARDING THE
FUNDING OF A BREATH ALCOHOL TECHNICAL
SUPERVISOR

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEAGUE CITY,
TEXAS, as follows:

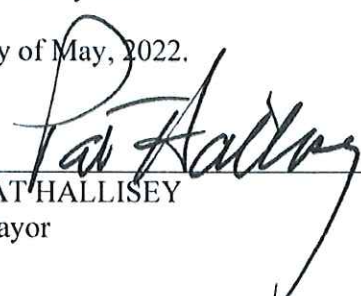
Section 1. The City authorizes the renewal of an interlocal agreement with a consortium of local governmental entities regarding the funding of a Breath Alcohol Technical Supervisor; and an executed copy of this agreement shall be attached as Exhibit A.

Section 2. The City Manager or his designee is authorized to execute all documents necessary to complete this transaction.

Section 3. All resolutions and agreements and parts of resolutions and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

Section 4. It is hereby found and determined that the meeting at which this resolution was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

PASSED AND APPROVED the 24th day of May, 2022.



PAT HALLISEY
Mayor

ATTEST:



DIANA STAPP
City Secretary

APPROVED AS TO FORM:



NGHIEM V. DOAN
City Attorney

**INTERLOCAL CONTRACTUAL AGREEMENT
CONCERNING BREATH ALCOHOL TECHNICAL SUPERVISOR**

This Agreement is entered into on the ____ day of _____, 2022, by and between the CITY OF LEAGUE CITY, TEXAS, a home rule City existing in Galveston and Harris Counties, Texas, (hereinafter sometimes called "COLC") and the following governmental entities (hereinafter collectively called "Other Agencies"): the COUNTY OF GALVESTON, TEXAS acting on behalf of the offices of its Criminal District Attorney and its Sheriff, a Texas County; the CITY OF WEBSTER, a home rule City in Harris County, Texas; the CITY OF SEABROOK, TEXAS, a home rule City in Harris County, Texas; the CITY OF SOUTH HOUSTON, TEXAS, a general law City in Harris County, Texas; the CITY OF TEXAS CITY, TEXAS, a home rule City in Galveston County, Texas; the CITY OF PEARLAND, TEXAS, a home rule City in Brazoria, Fort Bend, and Harris Counties, Texas; and the CITY OF FRIENDSWOOD, TEXAS, a home rule City in Galveston and Harris Counties, Texas; pursuant to the Interlocal Cooperation Act of Texas (Chapter 791, Texas Government Code).

WITNESS:

WHEREAS, all of the parties hereto have need for the services of a Breath Alcohol Technical Supervisor (hereinafter sometimes called "BATS") certified by the Scientific Director of the Alcohol Testing Program for the Texas Department of Public Safety (hereinafter "DPS") and for an Evidential Breath Alcohol Instrument ("Instrument") certified by the same DPS Scientific Director) for use in law enforcement and prosecution of Driving While Intoxicated (hereinafter "DWI") offenses; and

WHEREAS, DPS is willing to provide each of the parties hereto (1) the services of a BATS who is a DPS employee, and (2) an Instrument, in exchange for reimbursement of DPS's costs to employ said BATS (\$100,000 annually), but DPS desires to be contractually bound to only one agency; and

WHEREAS, there are significant savings to be realized by the parties hereto to jointly secure the services of a BATS and to share the costs thereof equally among COLC and Other Agencies; and

WHEREAS, COLC and Other Agencies are agreeable to having COLC be the sole entity to contract with DPS to secure the services of the BATS and an Instrument for each agency, but all parties agree to evenly share the costs of the BATS;

NOW THEREFORE, for consideration hereinafter stated the parties do hereby agree as follows:

I. DUTIES OF OTHER AGENCIES

- A. Other Agencies shall each pay annually to COLC its equal share of the \$100,000 reimbursement for the BATS, as provided herein, within thirty (30) days of receiving an invoice for such from COLC.
- B. Other Agencies agree to comply with all rules, regulations, and/or requirements of DPS regarding (1) providing a suitable facility in which to secure and operate an

Instrument; (2) operation and maintenance of the Instrument; and (3) training of personnel to properly operate the Instrument to administer breath alcohol tests.

II. DUTIES OF COLC

- A. COLC shall enter into a contract with DPS to secure the services of a BATS in substantially the same form as the contract attached hereto as Exhibit A ("DPS Contract"). COLC shall use its best efforts to keep the DPS Contract or a renewal thereof in effect during the period that this Agreement is in effect.
- B. COLC shall send invoices to the Other Agencies during the first week of each March during the term of this Agreement, for their share of the annual \$100,000 reimbursement for the BATS. COLC shall collect payments from the Other Agencies and, along with COLC's equal share of the annual \$100,000 reimbursement, shall remit to DPS the total of eight thousand three hundred thirty-three dollars and thirty-three cents (\$8,333.33) each month during the term of this Agreement.
- C. COLC agrees to comply with all rules, regulations, and/or requirements of DPS regarding (1) providing a suitable facility in which to secure and operate an Instrument; (2) operation and maintenance of the Instrument; and (3) training of personnel to properly operate the Instrument to administer breath alcohol tests.

III. TERM OF AGREEMENT

The term of this Agreement shall be for a period of sixty (60) months commencing April 1, 2022 and continuing until March 31, 2027. Thereafter this Agreement shall automatically renew under these same terms for successive one (1) year periods unless terminated as provided herein. This Agreement hereby terminates the prior Agreement for technical supervisors between the Other Agencies and COLC. COLC agrees to refund or credit any unused payments for services to the party that paid said funds.

IV. TERMINATION

This Agreement will be terminated and of no further force and effect upon the occurrence of one of the following triggers:

- A. The DPS Contract ceases to be in force and effect, whether by termination or nonrenewal of the term thereof.
- B. If COLC receives within any thirty (30) day period written requests from six (6) of the Other Agencies that this Agreement be terminated, COLC shall give DPS a written notice to terminate the DPS Contract. This Agreement will be terminated effective the date that the DPS Contract terminates.
- C. COLC withdraws from this Agreement as provided below.
- D. Six (6) of the Other Agencies withdraw from this Agreement as provided below.

Upon the effective date of termination, any prepaid funds not required to be remitted to DPS pursuant to the DPS Contract shall be refunded by COLC to the party that paid said funds within thirty (30) days of a written request for such refund.

V. WITHDRAWAL OF PARTIES

Any party hereto may withdraw its participation from this Agreement as provided below.

- A. If DPS removes any Instrument such that a party hereto has no Instrument at any of its facilities, that party may withdraw from this Agreement such that it is no longer obligated to pay its share for the BATS. This right to withdraw shall NOT arise if DPS removed the Instrument(s) for good cause, such as the failure of the affected agency to secure, operate, or maintain said Instrument or to properly train its personnel pursuant to DPS requirements.
- B. Should any of the Other Agencies find that a material deficiency exists in the performance of services provided by the BATS, such deficiency may be reported to COLC in writing, which shall convey any such report to DPS. If the deficiency is not corrected within thirty (30) days of being conveyed to DPS, the reporting party may withdraw from this Agreement and no longer be obligated to pay its share for the BATS.
- C. Should any of the parties hereto desire to withdraw from this Agreement for convenience, it may do so but will remain obligated to pay its share for the BATS until the expiration of the then current term, unless all other parties agree to jointly and equally assume the withdrawing party's payment obligation.

VI. APPROPRIATIONS

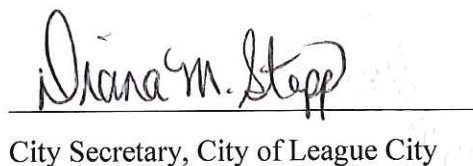
To the extent permitted by the laws and Constitution of the State of Texas, all parties shall be obligated to make payments under this Agreement from funds budgeted and appropriated for the purpose. In conformance with Texas Government Code Section 791.011(d)(3), each payment due from a party to COLC for services provided herein are payable from the party's then current revenues.

VII. SIGNATURES

CITY OF LEAGUE CITY, TEXAS


By : Pat Hallisey, MAYOR

ATTEST:


City Secretary, City of League City

CITY OF WEBSTER, TEXAS

By: Donna Rogers, MAYOR

ATTEST:

City Secretary, City of Webster

CITY OF SEABROOK, TEXAS

By: Thomas G. Kolupski, MAYOR

ATTEST:

City Secretary, City of Seabrook

CITY OF SOUTH HOUSTON, TEXAS

By: Joe Soto, MAYOR

ATTEST:

City Secretary, City of South Houston

CITY OF FRIENDSWOOD, TEXAS

By: Mike Foreman, MAYOR

ATTEST:

City Secretary, City of Friendswood

CITY OF TEXAS CITY, TEXAS

By: Dedrick D. Johnson, Sr., MAYOR

ATTEST:

City Secretary, City of Texas City

CITY OF PEARLAND, TEXAS

By: Kevin Cole, MAYOR

ATTEST:

City Secretary, City of Pearland

GALVESTON COUNTY, TEXAS

By: Mark Henry, COUNTY JUDGE

ATTEST:

Galveston County Clerk

INTERLOCAL AGREEMENT

Contract Number: 405-LES-16-0052

THE STATE OF TEXAS COUNTY OF TRAVIS

THIS AGREEMENT is entered into by and between the Texas Department of Public Safety, hereinafter "the Department", and City of League City, a home rule city existing in the Counties of Galveston and Harris Counties, under the laws of the State of Texas, hereinafter "the City", under the authority granted and in compliance with the provisions of Chapter 791 of the Government Code.

I. RECITALS:

The City desires to obtain technical supervisory services in order to comply with the requirements of Transportation Code Chapters 524 and 724, in connection with obtaining evidence to be used in the trial of criminal and civil actions or proceedings.

The Department is legally authorized to perform technical supervisory services for the City.

This Agreement is made and entered into by and between the City and the Department pursuant to the Interlocal Cooperation Act, Government Code Chapter 791.

II. STATEMENT OF SERVICES TO BE PERFORMED:

A. Duties of the Department. The Department will provide the services of one (1) technical supervisor certified by the Scientific Director of the Alcohol Testing Program of the Department paid for by the City. The technical supervisor will perform the following functions:

1. Inspect, certify, calibrate, and maintain evidential breath alcohol testing instruments;
2. Supervise the operation of the evidential breath testing instruments and associated equipment in consultation with the City;
3. Provide expert testimony concerning the evidential breath testing instruments and associated equipment and testing techniques that are under the supervision of the technical supervisors of the Department;
4. Provide technical advice to prosecutors and law enforcement agencies;

5. Check and prepare chemicals used for testing when necessary;
6. Perform other duties as necessary to enable evidence obtained from evidential breath alcohol testing instruments to be admissible in criminal and civil proceedings; and
7. Provide annual supplemental training and retraining of certified breath alcohol testing operators.
8. Maintain records and reports required by the Scientific Director and comply with requests for records and data including, but not limited to subpoenas, discovery, and public information act requests for records held by the Department; and
9. Maintain as many evidential testing sites in the cities of League City, Webster, Seabrook, South Houston, Texas City, Friendswood, Pearland, and the County of Galveston, as necessary for the success of the breath alcohol testing program.

B. Duties of the City. The City is responsible for the following functions:

1. Initial training and certification of breath alcohol testing operators;
2. When necessary, provide suitable classroom style facilities to the Department for supplemental training and retraining of certified breath alcohol test operators;
3. Where applicable, provide physical space to be used as breath alcohol instrument test site locations which is suitable for evidential breath alcohol testing; and
4. Comply with the Texas Breath Alcohol Testing Regulations.

III. AGREEMENT AMOUNT

The total amount of this Agreement will not exceed \$100,000.00 in the first year and \$100,000 for each year in renewal. The parties agree that these amounts fairly compensate the performance of the Agreement.

IV. LIMIT OF APPROPRIATION

DPS understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that DPS may become entitled to for the Services performed under this Agreement, and the total maximum sum that the City will become liable to pay to DPS under this Agreement, will not under any conditions, circumstances or interpretations thereof exceed the sum of \$100,000.00. Notwithstanding anything to the contrary, or that may be construed to the contrary, the City's liability under the terms and provisions of this Agreement is limited to this sum. When all the funds so certified are expended, DPS' sole and exclusive remedy will be to terminate the Agreement.

With regard to the renewal of this Agreement, the City has not allocated any funds for any renewal period beyond the current fiscal year. Therefore, any renewal is subject to the future allocation and certification of funds for the renewal period and in accordance with the terms and conditions of this Agreement.

V. TERM OF THE AGREEMENT

The period of performance for this Agreement begins on the date of execution by both parties and is effective for one year. It will automatically renew for one year terms thereafter. This agreement supersedes any previous agreements for technical supervisors between the Department and the City. Either party may terminate the Agreement at any time and for any reason, including convenience, after providing the other party written notice at least thirty (30) days prior to the effective date of termination.

VI. PAYMENT FOR SERVICES

The Department will submit to the City's project officer identified in Paragraph VIII a monthly invoice, in the amount of \$8,333.33 per month. The City will pay each invoice in compliance with State law. The City will pay for services received with a voucher, direct deposit, or other method as agreed upon by both parties and allowed by the uniform statewide accounting system. Payments will be made from current revenues available to the City.

VII. WRITTEN MODIFICATION

No modification or amendment to this Agreement will become valid unless in writing and signed by both parties.

VIII. PROJECT OFFICERS

For purposes of this Agreement, the following project officers will receive all required notices by certified mail, facsimile, or electronic mail as follows:

For the City:	For the Department:
Michael Kramm	Mack Cowan
555 West Walker	PO Box 4087
League City, Texas 77573	MSC 0570
	Austin, TX 78773
Telephone: 281-338-4163	Telephone: 512/424-5202
Fax: 281-332-3147	Fax: 512/424-5210
E-mail: Michael.Kramm@lcpd.com	E-mail: mack.cowan@dps.texas.gov

1 **IX. OTHER CERTIFICATIONS AND SIGNATORY AUTHORITY**

2
3 The City further certifies that it has the authority to contract for the above referenced
4 services by authority granted in its home-rule charter adopted pursuant to Article XI,
5 Section 5, of the Texas Constitution.

6
7 The Department further certifies that it has the authority to perform the above
8 referenced services by authority granted in Transportation Code Chapter 724 and
9 Government Code Chapter 411.

10
11 Each party signing this Agreement hereby represents and warrants that it has full
12 authority to do so.

13
14
15 **CITY OF LEAGUE CITY**

DEPARTMENT OF PUBLIC SAFETY

16
17
18
19
20 By: _____
21 (Authorized Signature)

By: _____
(Authorized Signature)

22
23
24
25 _____
26 John Baumgartner
27 _____
28 City Manager

Robert J. Bodisch, Sr.

Deputy Director, Homeland Security and
Services

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/20/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the Friendswood Downtown Economic Development Corporation (FDEDC) to expend funds for Stevenson Park Conceptual Design Plan and authorizing an agreement related thereto.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

At the June 14, 2022 Friendswood Downtown Economic Development Corporation, a presentation was given by Keep Friendswood Beautiful and potential consultant Halff Associates regarding a proposed plan to create a conceptual design for the property adjacent to Stevenson Park that Fire Station No. 1 once occupied. The presentation provided many preliminary examples of what could be possible on the site depending on the outcome of future stakeholder meetings with Halff Associates and citizen input gathered from public meetings and an online survey. As part of the presentation, KFB made a request for the FDEDC to fund the Stevenson Park Conceptual Plan for the amount of \$13,500.

During the same meeting, the FDEDC voted 4-1 (two members absent) to enter into an agreement with KFB through the City of Friendswood to fund the Halff Associates Stevenson Park Conceptual Plan. The scope of service and deliverables that will be provided can be viewed in the attached proposal on the page titled "Attachment A".

This agenda item is to authorize the expenditure of \$13,500 as approved by the FDEDC and to enter into an agreement with the FDEDC related thereto.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The creation of a conceptual plan for the old Fire Station No. 1 property can be an important first step in providing guidance for the highest and best of the site.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. CoF Stevenson Park Proposal
2. FDEDC Interlocal - Schematic design for Stevenson Park



May 25, 2022
P52314.001

City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546

Attn: Mr. James Toney, Jr., MBA, Director of Parks and Recreation

Re: Proposal for Landscape Architecture Services for Stevenson Park, City of Friendswood, Texas

Dear Mr. Toney:

Halff Associates, Inc. (HAI) is pleased to present our fee proposal for Landscape Architecture services for Stevenson Park located at 1100 S. Friendswood Drive, Friendswood, Texas. The site is approximately 1.9 acres and is a former fire station site. We have developed a scope of work and fee schedule for each area of work required which is included as Attachment "A". The scope and fee are based on the site plans reviewed with the City on May 19, 2022. A copy of which can be found as Exhibit "A".

Attachment "B" enumerates items not included in this proposal, but which can be provided by Halff, if needed, for additional fees. Attachment "C" provides the standard terms and conditions previously agreed upon and is included as a contract for execution. The fees quoted in this proposal will be honored for up to 45 days from the date of this proposal.

We appreciate the opportunity to be of service to you. If this proposal meets your approval, please initial and execute Attachment "C". Return one (1) copy of the full signed proposal as notification to proceed, approval of the budget, and agreement to the fee schedule and basis of compensation. It is understood and agreed that by signing this proposal, access to the property referenced in this proposal is granted for the purpose of conducting site visits and/or field survey work. Please feel free to contact me if you have any questions or comments concerning this matter.

Sincerely,

Halff Associates, Inc.

A handwritten signature in black ink that reads "CASEY COLLINS". The signature is written in a cursive, slightly stylized font.

Casey M. Collins, PLA
Team Leader



HALFF ASSOCIATES, INC.

14800 ST. MARY'S LANE, STE. 160
HOUSTON, TX 77079-2943

TEL: 713-588-2450
FAX: 281-310-5259

WWW.HALFF.COM

ATTACHMENT “A”
Scope of Services

I. Landscape Architecture Design Services

The scope and fee in this section includes the proposed site.

A. Schematic Design

The primary purpose of this task is to conceptualize the design for the project. This includes supporting graphics and character images. This task includes up to three (3) meetings. Subtasks and deliverables include:

1. Preparation of preliminary site plan illustrating the exterior improvements. The design will be presented in a conceptual plan. Exterior improvements and spatial elements to include:
 - a. Surface Parking (approximately forty spaces)
 - b. Vehicular and Crosswalk Paving
 - c. Pedestrian Circulation
 - d. Pedestrian Specialty Paving
 - e. Outdoor Performance Area
 - f. Project Signage (location only)
 - g. Water Feature Location (design intent only)
 - h. Site Furnishings locations: benches, bollards, trash receptacles
 - i. Exterior Planting: trees, shrubs, groundcover accent planting areas that would be compliant with municipal ordinances.
 - j. Landscape Grading: preliminary study of grading opportunities and necessary drainage facilities and accommodations.
2. The conceptual site plans will be prepared in an illustrative plan view format including up to three perspective renderings and submitted to the Client for review and comment.
3. Meet with Client to review comments.
4. Prepare one revised conceptual site plan with revised perspective renderings per Client comments and present to Client.
5. Electronically transmit the final site plan to Client.

FEE SUMMARY
Stevenson Park – Friendswood, TX

I. Landscape Architecture Services

A. Schematic Design	\$12,500.00
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II. Reimbursable Expenses (Allowance, not factored into total)	\$1,000.00
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Fees to be renegotiated should an increase in scope occur. The estimated fees for Item I.A shall be considered a lump sum fee unless otherwise noted. Our services will be invoiced monthly based on the percentage of work completed. Costs incurred will be carefully monitored during the progress of this project and the fees will not be exceeded without prior approval from Client.

The estimated fee for Reimbursable Expenses (Item II above) includes mileage, printing, plotting and reproduction, postage, messenger service, equipment, City and County review fees, and project related travel. They will be billed separately at 1.10 times the direct cost incurred. This fee does not include permit fees.

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services but does not require sales taxes on other professional services. If new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

ATTACHMENT “B”

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. The scope of the work proposed herein is to provide professional design services necessary to develop the landscape architectural components: exterior planting, specialty paving, water feature design intent, surface parking, outdoor performance area and site furnishings.
2. The Consultant will utilize the data and site assessment information completed prior this agreement and intended for use in development of the scope of work proposed herein.

To be Provided by City of Friendswood

The following items will be supplied by the Client to the Consultant:

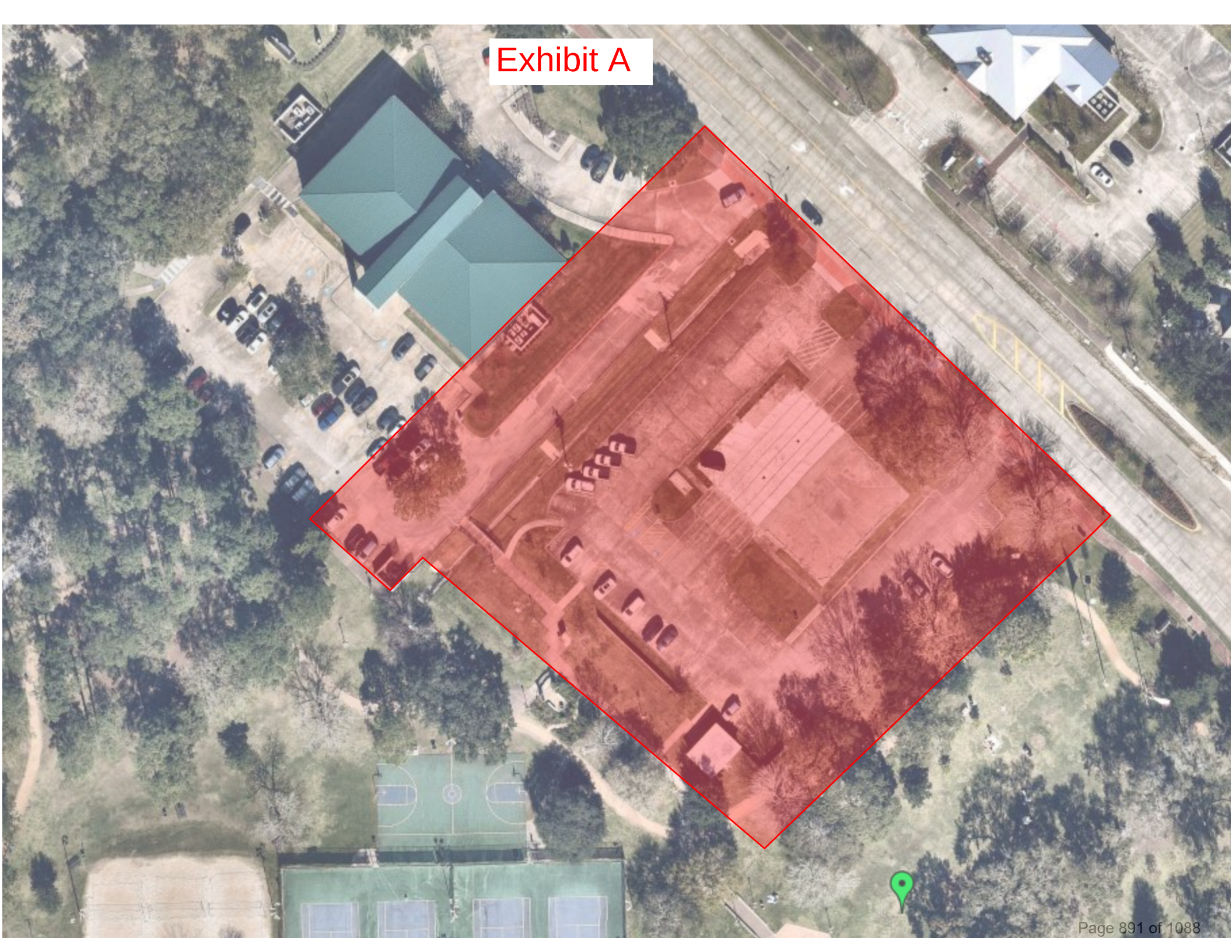
1. Copies of any applicable access easements, existing or proposed property dedications, restrictive covenants, existing survey data or any other known environmental restrictions within the project area.
2. Survey, existing conditions, and tree survey, in AutoCAD format for the project site.
3. Existing and proposed site, building, transportation and utility infrastructure plans relevant to the site.
4. Render decisions expeditiously for the orderly progress of the Consultant’s services and be forthcoming regarding any information pertinent to the expeditious execution of the Scope of Work defined herein.

ATTACHMENT “C”

The following services are not included within this Scope of Work but are available upon request as “Additional Services”.

1. Engineering Services of any kind, except as specifically identified;
2. Water feature pumps, mechanical and electrical;
3. Platting, preparing easements or right-of-way parcel preparation and acquisition;
4. Research of “as-built” drawings;
5. Wetland assessments;
6. Evaluation of permitting requirements;
7. CenterPoint application packages for installation of facilities within CenterPoint easements;
8. Quality control and material testing services during construction;
9. Topographic, improvement or boundary surveys except as specifically identified in this proposal;
10. Record drawings of improvements included in the landscape architect scope of services;
11. Preparation of easements or dedication exhibits except as specifically identified in this proposal;
12. Construction staking;
13. Construction administration, except as specifically identified in this proposal;
14. Floodplain studies or reclamation plans;
15. Design of any facilities within the limits of the building;
16. Review of Engineers’ certificates. The Design Professional shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Design Professional, increase the Design Professional's risk or the availability or cost of his or her professional or general liability insurance;
17. This proposal includes the design of on-site facilities only. Design of any off-site utility or drainage facility extensions, except as specifically identified under Attachment A of this proposal, which may be required to serve the property is not included;
18. Design and Surveying services for the Project Architect or Construction Contractor;
19. Preparation of presentation materials for marketing or purposes other than those defined within Section A;
20. Public or other presentations;
21. Providing professional services for the field selection of plant materials;
22. Providing services other than those outlined in Attachment “A” – Scope of Services;
23. Site visits or meetings as requested above and beyond the number identified in Attachment “A” – Scope of Services.

Exhibit A



ATTACHMENT "C"
STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF FRIENDSWOOD (CLIENT) AND
HALFF ASSOCIATES, INC. (LANDSCAPE ARCHITECT)

I. SCOPE - Halff Associates, Inc. (hereinafter Halff) agrees to perform the professional services described in the attached Scope of Services (Exhibit B) which incorporates these terms and conditions. Unless modified in writing by the Parties hereto (i.e. Client and Halff), the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and this Standard form of Agreement, when executed by City of Friendswood (hereinafter "Client"), shall constitute a binding Agreement on both Parties. Halff shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other Party.

II. COMPENSATION - Client agrees to pay monthly invoices or their undisputed portions within 45 days of receipt. Payment later than 45 days shall include interest at 1.5% percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Halff receives payment. Such interest is due and payable when the overdue payment is made. It is understood and agreed by the Parties that Halff's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others. Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10%. Mileage will be billed at the then-current IRS rates.

III. RESPONSIBILITY - Halff is employed to render a professional service only, and any payments made by Client are compensation solely for the services rendered and the recommendations made in carrying out the work. Halff agrees to follow the standard practices of the landscape architectural profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Nothing contained herein shall be argued to have created any warranty or certification, and Halff shall not be required to provide any certification, assignment or warranty of its work, but upon request and for a separate mutually agreed fee and fully executed contract amendment and at Halff's sole discretion, Halff may agree to provide certain specific written statements regarding its services. Such statements shall be in a form prepared by and acceptable to Halff and shall be requested with sufficient notice to allow Halff to review the documents and prepare a suitable statement.

Halff's review or supervision of work prepared or performed by Client or by other individuals or firms employed by Client shall not relieve Client or those individuals or firms of complete responsibility for the adequacy of their work. It is understood that any resident engineering or inspection services provided or performed by Halff shall be for the sole and exclusive purpose of reviewing the general compliance of such activities with respect to the technical provisions of the project specifications and such services by Halff shall not constitute any form of guarantee with respect to the performance of any contractor. Halff does not assume responsibility for methods or appliances used by a contractor, for safety conditions, or for compliance by contractors with applicable laws, rules and regulations.

IV. SCOPE OF CLIENT SERVICES - Client agrees to provide site access, and to provide those services described in the attached Scope of Services.

V. OWNERSHIP OF DOCUMENTS – Upon Halff's completion of services and receipt of payment in full, Halff shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Halff's performance of the work under this Agreement, for all legal purpose, and use. Said drawings and instruments may be copied, duplicated, reproduced and used by Client. Halff shall issue 3 sets of final drawings and instruments which shall be owned by the Client and such final drawings, to the extent permitted by law, shall be considered works for hire as outlined in the Copyright Act. Client understands and agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Halff and may not be used or reused, in any form, by Client without the express written authorization of Halff and the appropriate license granted by the software developer to the Client. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Halff, will be at Client's sole risk and without liability or legal exposure to Halff or to Halff's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates.

VI. INSURANCE - Halff agrees to maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$1,000,000.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per claim/annual aggregate.

VII. SUBCONTRACTS - Halff shall be entitled to subcontract any portion of the work described in the Scope of Services, at no additional cost to the Client.

VIII. ASSIGNMENT - This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits or duties associated hereto, shall be assigned or assignable by either Client or Halff without the prior written consent of the other Party.

IX. INTEGRATION - This Standard Form of Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Halff. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties.

X. JURISDICTION AND VENUE - This Agreement shall be administered under the substantive laws of the State of Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in Houston, Texas.

XI. SUSPENSION OF SERVICES - If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, Halff shall be compensated for services performed and charges incurred prior to receipt of notice to suspend, including an equitable adjustment in fees resulting from the demobilization and, as appropriate, remobilization. Additionally, Client agrees to equitably adjust the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate, Halff may, at its option, terminate this Agreement upon giving notice in writing to the Client. Further, Halff may request that the work be suspended by notifying Client, in writing, of circumstances or conditions interfering with normal progress of the work. If the Client fails to make timely payments to Halff or is otherwise in breach of this Agreement, Halff may suspend performance of services upon five (5) calendar days' notice to the Client, unless payments are disputed due to default by Halff. Halff shall have no liability to the Client for any costs or damages resulting from a suspension occasioned by any breach or perceived breach of this Agreement by Client.

XII. TERMINATION OF WORK - Either the Client or Halff may terminate this Agreement at any time, with or without cause, upon giving the other Party ten (10) calendar days' prior written notice. Client and Halff agree that termination shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Halff's services under this Agreement by Client or by another service provider. Following Halff's receipt of such termination notice the Client shall, within forty-five (45) days of Client's receipt of Halff's final invoice, pay Halff for all services rendered and all costs incurred up to the date of Halff's receipt of such notice of termination.

XIII. TAXES - The fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Halff and its subconsultants for taxes paid or assessed in association with the work under this Agreement, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

XIV. ALTERNATIVE DISPUTE RESOLUTION - Any conflicts or disputes that arise under or through this Agreement or that may exist following the completion thereof shall be discussed at a meeting of one Director of the Board from Client and one senior management person from Halff. This meeting shall be a condition precedent to the institution of any legal or equitable proceedings, unless such meeting will infringe upon schedules defined by applicable statutes of limitation or repose. Should such a situation

arise, the Parties agree that such meeting shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement.

XV. MERGER AND SEVERABILITY – This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVI. EXCLUSIVITY OF REMEDIES – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article XIX. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Halff is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVII. TIMELINESS OF PERFORMANCE - Halff shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVIII. PROJECT ENHANCEMENT - IF DUE TO ANY ALLEGED OR ACTUAL BREACH OF CONTRACT, NEGLIGENCE, ERROR, OR DEFICIENCY IN THE SERVICES OF HALFF OR ANY OF ITS CONSULTANTS, ANY ITEM, COMPONENT, OR CONDITION OF THE SERVICES IS INACCURATE OR OMITTED FROM ANY OF THE DESIGN DOCUMENTS PRODUCED THROUGH HALFF'S SERVICES, HALFF AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE DIFFERENCE BETWEEN: I) THE COST OF ADDING, CORRECTING OR REPLACING THE ITEM AT THE TIME THE ERROR IS DISCOVERED, AND II) THE COST HAD THE ITEM OR COMPONENT BEEN INCLUDED OR CORRECT IN THE DESIGN DOCUMENTS PROVIDED PRIOR TO THE TIME CONSTRUCTION BEGAN. HOWEVER, IF THE CORRECTION TO THE DESIGN PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT TO THE PROJECT OF CLIENT/OWNER, THE AMOUNT OF DAMAGES, IF ANY, SHALL BE ADJUSTED DOWN BASED ON SUCH ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. CLIENT/OWNER SHALL BE RESPONSIBLE FOR ANY COST OR EXPENSE ASSOCIATED WITH THE CORRECTION THAT PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. IN NO EVENT AND REGARDLESS OF THE LEGAL THEORY OR FACTUAL BASIS OF ANY CLAIM, SHALL HALFF OR ITS CONSULTANT'S LIABILITY INCLUDE ANY COST OR EXPENSE THAT PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. IN ADDITION, IF ANY SUCH ITEM, COMPONENT, OR CONDITION HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE BUILDING ITSELF, THE DAMAGES OF THE CLIENT/OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

XIX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT HALFF'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT HALFF'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND HALFF, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF HALFF AND HALFF'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF HALFF OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED HALFF'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, HALFF SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

E. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST HALFF AFTER THE EARLIER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

XXI. **WAIVER** - Any failure by Halff to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Halff may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

APPROVED:

Halff: **HALFF ASSOCIATES, INC.**

Signature: 
Name: Mr. Casey Collins, PLA
Title: Landscape Architecture Team Leader
Date: May 25, 2022

APPROVED: CITY OF FRIENDSWOOD

Signature: _____
Name: _____
Title: _____
Date: _____

AGREEMENT FOR FUNDING THE SCHEMATIC DESIGN PLAN FOR A PORTION OF STEVENSON PARK

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Agreement for Funding for the funding the Schematic Design Plan for a Portion of Stevenson Park (the "Agreement") is made by and between the Friendswood Downtown Economic Development Corporation, a Type B economic development corporation created under the Economic Development Corporation Act (the "Act") located in Galveston County, Texas, (the "FDEDC") and the KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE, through the CITY OF FRIENDSWOOD (the "KFBC"), a home-rule municipal corporation located in Galveston and Harris Counties, Texas, (the "FDEDC"). For and in consideration of the mutual covenants herein contained, it is agreed as follows:

Section 1. Representations and Warranties of FDEDC.

- a. The FDEDC is engaged in an ongoing effort to support and enhance the welfare and prosperity of the citizens of the City of Friendswood and the State of Texas by the promotion of economic development and growth by encouraging the development of new business enterprises and the retention or expansion of existing business enterprises.
- b. The FDEDC covenants that it shall actively work to productively coordinate its activities with the KFBC in an effort to reduce duplication of services.
- c. The FDEDC represents and warrants that it has been properly created and is duly authorized pursuant to the Act to enter into this Agreement.

Section 2. Description of Program.

The KFBC, with the assistance of the FDEDC as herein specified, agrees to enter into an agreement for landscape architectural services to produce a schematic design plan for an approximately 1.9-acre site in Stevenson Park, located at 1100 S. Friendswood Drive, Friendswood, Texas (the "Project"). The Project shall include the following:

- a. Surface Parking (approximately forty spaces)
- b. Vehicular and Crosswalk Paving
- c. Pedestrian Circulation
- d. Pedestrian Specialty Paving
- e. Outdoor Performance Area
- f. Project Signage (location only)
- g. Water Feature Location (design intent only)
- h. Site Furnishings locations: benches, bollards, trash receptacles
- i. Exterior Planting: trees, shrubs, groundcover accent planting areas that would be compliant with municipal ordinances.
- j. Landscape Grading: preliminary study of grading opportunities and necessary drainage facilities and accommodations.

KFBC shall provide the FDEDC a copy of the Project for its possible future use.

Section 3. Reports.

The KFBC shall prepare and submit to the FDEDC a verbal or brief written report describing the services performed by the KFBC pursuant to this Agreement along with a summary of expenditures as of the date of the report.

Section 4. Approvals.

The FDEDC understands, hereby directs and authorizes the KFBC to make any Project clarifications and/or modifications as may be necessary as determined by the KFBC in its sole discretion.

Section 5. Funds to be provided by the FDEDC.

For and in consideration of the services to be provided by the KFBC in furtherance of this Agreement, the FDEDC shall tender funds to the KFBC in an amount not to exceed THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$13,500.00). All payments required to be made herein shall be payable on or before 30 days after the FDEDC receives an invoice therefor from the KFBC.

Section 6. Term.

This Agreement shall be effective on the date signed by the KFBC Manager, and shall expire thirty (30) days after final completion and acceptance of the Project by the KFBC, unless sooner terminated by either party hereto pursuant to the terms hereof.

Section 7. Termination for Cause.

A party may terminate its performance under this Agreement only upon default by the other party. Default by a party shall occur if the party fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by that party. Should such a default occur, the party against whom the default has occurred shall have the right to terminate all or part of its obligations under this Agreement as of the 30th day following the receipt by the defaulting party of a notice describing such default and intended termination, provided: (1) such termination shall be ineffective if within said 30-day period the defaulting party cures or has commenced the cure of the default, or (2) such termination may be stayed, at the sole option of the party against whom the default has occurred, pending cure of the default.

Upon the termination of this Agreement, both parties shall be relieved of their respective obligations herein stated, except for those referenced in Section 9 hereinbelow. This Agreement shall not be subject to termination for convenience.

Section 8. Force Majeure.

Any prevention, delay, nonperformance, or stoppage due to any of the following causes shall excuse nonperformance for the period of any such prevention, delay, nonperformance, or stoppage, except the obligations imposed by this Agreement for the payment of funds allocated for the FDEDC's programs. The causes referred to above are strikes, lockouts, labor disputes, failure of power, acts of God, acts of public enemies of this State or of the United States, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either, governmental restrictions or regulations or controls, casualties or other causes beyond the reasonable control of the party obligated to perform.

Section 9. Refund and Payment upon Termination.

Upon termination of this Agreement pursuant to Section 7 hereof due to an uncured default by the KFBC, the KFBC hereby agrees to refund all unexpended, unappropriated monies previously paid by the FDEDC to the KFBC pursuant to this Agreement. If at the time of termination the FDEDC owes the KFBC monies, the FDEDC shall remit to the KFBC the appropriate amount computed as of the effective date of the termination.

Upon termination of this Agreement pursuant to Section 7 hereof due to an uncured default by the FDEDC, the FDEDC hereby agrees to pay the total amount committed in Section 5 hereof on or before the effective date of the termination.

Section 10. Parties in Interest.

This Agreement shall bind and benefit the KFBC and the FDEDC and shall not bestow any rights upon any third parties.

Section 11. Non-waiver.

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce, by an appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 12. Compliance with Applicable Laws.

The parties hereto shall comply with all rules, regulations, and laws of the United States of America, the State of Texas, and all laws, regulations, and ordinances of the City of Friendswood as they now exist or may hereafter be enacted or amended.

Section 13. Choice of Law; Venue.

This Agreement is subject to and shall be construed in accordance with the laws of the State of Texas, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction. This Agreement is performable in Galveston County, Texas.

Section 14. Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address described below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party:

FDEDC
Friendswood Downtown Economic Development Corporation
Attn: President
910 S. Friendswood Drive
Friendswood, TX 77546

KFBC
Keep Friendswood Beautiful
c/o City of Friendswood
Attn: City Manager
910 S. Friendswood Drive
Friendswood, TX 77546

Section 15. Audits.

The KFBC and the FDEDC may, at any reasonable time, conduct or cause to be conducted an audit of the other party's records and financial transactions. The cost of said audit will be borne by the entity requesting the audit. The KFBC and the FDEDC shall make available all of its records in support of the audit.

Section 16. Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 17. Captions.

The captions of the sections and subsections, if any, of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Agreement or of any part or parts of this Agreement.

Section 18. Entire Agreement.

This Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

Section 19. Assignment or Transfer of Rights or Obligations.

The KFBC shall not sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part without prior written consent of the FDEDC.

Section 20. Severability.

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

Section 21. Authority.

The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original and effective on the ____ day of June, 2022, the date signed by the KFBC Manager.

KEEP FRIENDSWOOD BEAUTIFUL

By: CITY OF FRIENDSWOOD

**FRIENDSWOOD DOWNTOWN
ECONOMIC DEVELOPMENT
CORPORATION**

MORAD KABIRI
City Manager

ATTEST:

LETICIA BRYSCH
City Secretary

REBECCA HILLENBURG
President

ATTEST:

PAUL MARX
Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 05/12/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider the election of the Mayor Pro Tem.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to elect the Mayor Pro Tem to serve for a one-year term beginning immediately and ending at the next regular Council meeting following the May 6, 2023, General Election canvass.

The City Charter provides in Section 3.05 states in part that:

The Mayor Pro Tem shall be a councilmember elected by the City Council at the next regular City Council meeting following the canvassing of returns and declaring of the results of each regular City election or as soon thereafter as practical. The Mayor Pro Tem shall act as Mayor during the disability or absence of the Mayor and in this capacity shall have the rights and duties conferred upon the Mayor.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The appointment of the Mayor Pro Tem provides for a designee to support the Mayor in his duties and obligations and to act in the Mayor's absence. This may include the need for the Mayor Pro Tem to relocate to the City of Bryan in the event that the city activates that location as a back-up communications/emergency management site.

RECOMMENDATIONS

Elect a Mayor Pro Tem..

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/14/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider appointing (i) Glen Grayban, (ii) Jason Byers and (iii) Michael Fernandez as regular members, and (iv) Megan McKay as an alternate member to the Construction Board and Adjustment and Appeals for a three-year term beginning immediately and ending June 30, 2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Construction Board of Adjustment and Appeals has the authority to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes. Membership of the board should be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors, or building industry representatives. Alternate members, if appointed, should consist of a member at-large from the building industry and one member at-large from the public.

The following members desire reappointment:

- (i) Glen Grayban, full member;
- (ii) Michael Fernandez, full member; and
- (iii) Megan McKay, alternate member.

Appoint Jason Byers as full member; from an alternate. Mr. Clay Smith does not desire reappointment, leaving another vacancy for a total of three for alternate members.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Byers, Jason - Volunteer Application_Redacted
2. Fernandez, Michael - Volunteer Application_Redacted
3. Grayban, Glen - Volunteer Application_Redacted
4. Mckay, Megan - Volunteer Application_Redacted



BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Jason Byers HOME PHONE: [REDACTED]
HOME ADDRESS: [REDACTED] WORK PHONE: [REDACTED]
CITY, STATE, ZIP: [REDACTED]
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: Procurement

SPECIAL INTERESTS AND TALENTS: Expert Negotiator

Are you currently serving as a member of any Friendswood governmental body? Yes

If so, please name the body: Zoning Appeals Board

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

- ☒ PLANNING & ZONING COMMISSION
- ☒ ZONING BOARD OF ADJUSTMENT & APPEALS
- ☒ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- ☒ COMMUNITY & ECONOMIC DEVELOPMENT
- ☒ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- ☒ INVESTMENT COMMITTEE
- ☒ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

- ☒ LONG-TERM PROJECTS
☐ SHORT-TERM PROJECTS
☐ DAYTIME
☒ EVENING
☒ SUMMER

I AM AVAILABLE FOR

- ☒ LONG-TERM PROJECTS
☒ SHORT-TERM PROJECTS
☐ DAYTIME
☒ EVENING
☒ SUMMER

RECREATION

- _____ 4TH OF JULY STEERING COMMITTEE
 _____ 4TH OF JULY VOLUNTEER
 _____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- LIBRARY BOARD
-
- LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

Available as city needs

OTHER

- _____ WEST RANCH MANAGEMENT DISTRICT
 _____ ANIMAL SHELTER ADVISORY COMMITTEE
 _____ VOLUNTEER FIRE DEPT/EMS
 _____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

[illegible]

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: 

SEX: M

FRIENDSWOOD RESIDENT FOR 7 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? NO

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

I have a business degree. I work in Procurement and understand People & Policies. I have 7 young children so I am vested in the future of Friendswood. Experiences in contract management & vendor management

Please list any civic or community endeavors in which you have been involved: Citizen Advisory Action Committee - School Safety Committee, Church Council President, Boy Scouts of America Church Call Committee, FOSA coach
ZBOA Member

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.


Signature of Applicant

March 1, 2020
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

Zoning Board of Appeals

2018-2019

PERSONAL REFERENCES:

Please list at least two references.

NAME:

ADDRESS:

PHONE:

NAME:

ADDRESS:

PHONE:



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: MICHAEL FERNANDEZ

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: REALTOR, CONSULTANT, MEDIATOR

SPECIAL INTERESTS AND TALENTS: HELPING THE COMMUNITY AND OTHERS. TRAIN AND

COACHING ORGANIZATIONS AND INDIVIDUALS IN LEADERSHIP, NEGOTIATIONS, AND CONFLICT
MANAGEMENT

Are you currently serving as a member of any Friendswood governmental body? YES

If so, please name the body: KEEP FRIENDSWOOD BEAUTIFUL, ZONING BOARD OF ADJUSTMENT

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

☐ ELECTION WORKER

PLANNING & PRESERVATION

☒	PLANNING & ZONING COMMISSION
☒	ZONING BOARD OF ADJUSTMENT & APPEALS
☒	KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
☐	COMMUNITY & ECONOMIC DEVELOPMENT
☐	CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
☐	INVESTMENT COMMITTEE
☐	FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

LONG-TERM PROJECTS
SHORT-TERM PROJECTS
DAYTIME
EVENING
SUMMER

RECREATION

☐	4 TH OF JULY STEERING COMMITTEE
☐	4 TH OF JULY VOLUNTEER
☐	SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

LIBRARY BOARD
LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

☒	WEST RANCH MANAGEMENT DISTRICT
☐	ANIMAL SHELTER ADVISORY COMMITTEE
☐	VOLUNTEER FIRE DEPT/EMS
☐	CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page, possibly from a composition book. The edges of the paper are slightly irregular, suggesting it might be a scan of a physical document. There is no handwriting or other markings on the page.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: M

FRIENDSWOOD RESIDENT FOR 7 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? NO

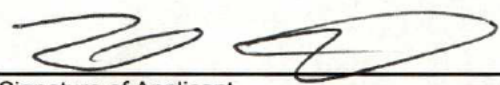
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

BACHELORS DEGREE PRE-LAW, STUDIED LAW AT SOUTH TEXAS COLLEGE OF LAW
MBA
REALTOR LICENSE, MEDIATOR, ARBITRATOR, PHD CANDIDATE INDUSTRIAL &
ORGANIZATIONAL PSYCHOLOGY

Please list any civic or community endeavors in which you have been involved: LIGHT HOUSE CHARITY TEAM
HARRIS, COUNTY CHILD ADVOCATES, VARIOUS DUTIES WITH KEEP FRIENDS WOOD
BEAUTIFUL

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.


Signature of Applicant

7 - 18 - 19
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

KEEP FRIENDSWOOD BEAUTIFUL
ZONING BOARD OF ADJUSTMENTS & APPEALS

SEPT 2017 - CURRENT
MARCH 2018 - JULY 2019

PERSONAL REFERENCES:

Please list at least two references.

NAME: NATASHA McADAM

ADDRESS: _____

PHONE: _____

NAME: MARY DAWILA

ADDRESS: _____

PHONE: _____



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Glen Grayban

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

CITY, STATE, ZIP: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: Systems Engineer

SPECIAL INTERESTS AND TALENTS: International IT / Programming / 3D CADD / Drone Pilot

Are you currently serving as a member of any Friendswood governmental body? Yes

If so, please name the body: ZBOA

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

- PLANNING & ZONING COMMISSION**
X ZONING BOARD OF ADJUSTMENT & APPEALS
 KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
 COMMUNITY & ECONOMIC DEVELOPMENT
X CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
 INVESTMENT COMMITTEE
 FRIENDSWOOD DOWNTOWN ECONOMIC
 DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

- | | |
|---|---------------------|
| X | LONG-TERM PROJECTS |
| X | SHORT-TERM PROJECTS |
| | DAYTIME |
| | EVENING |
| | SUMMER |

I AM AVAILABLE FOR

- _____ LONG-TERM PROJECTS
 _____ SHORT-TERM PROJECTS
 _____ DAYTIME
 _____ EVENING
 _____ SUMMER

RECREATION

- _____ 4TH OF JULY STEERING COMMITTEE
 _____ 4TH OF JULY VOLUNTEER
 _____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- LIBRARY BOARD
-
- LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

[illegible]

OTHER

- ☐ WEST RANCH MANAGEMENT DISTRICT
☐ ANIMAL SHELTER ADVISORY COMMITTEE
☐ VOLUNTEER FIRE DEPT/EMS
☒ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

I would like to keep volunteering with the city of friendswood and would be happy to be placed where you think I could do the most good. My education and experience in my engineering days lend itself to zoning and understanding maps and construction drawings. With my information systems background, I may be useful on any committees geared for digital infrastructure of the city both wired and wireless.

Thank you for your consideration.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: M

FRIENDSWOOD RESIDENT FOR 20 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

My education and work background transitioned over the years from Surveying, Architecture and Engineering to programming engineering software, Systems Engineering, Executive IT Management (CIO). I have undergrad degrees both in Engineering Design and Information Systems. I also have a graduate degree in Management Information Systems.

Please list any civic or community endeavors in which you have been involved: Over the years I have volunteered as a director of Friendswood Lakes HOA (2001 - 2015), a director and Parade Marshal for Krew of Gambrinus (2008 - 2013). I have volunteered at Mary Queen during spring fling and sorting out various IT issues. I installed a complete network with servers at St. Clare of Assisi pro bono in 2003. I currently do pro bono programming and drone photography.

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Glen Grayban
Signature of Applicant

04/20/2020
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

ZBOA

2010 - Current

PERSONAL REFERENCES:

Please list at least two references.

NAME: Kevin Holland

ADDRESS:

PHONE:

NAME: David Smith

ADDRESS:

PHONE:

CC: M & CC

Aubrey Harbin, CDD
James Toney, P&R
Karen Capps, CMO
Katina Hampton, ASO
Matt Riley, Library
Matt Wise, PD
Sandra Flores



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Megan McKay HOME PHONE: —
HOME ADDRESS: [REDACTED] WORK PHONE: —
CITY, STATE, ZIP: [REDACTED]
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: Marketing Specialist

SPECIAL INTERESTS AND TALENTS: _____

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: —

AREAS OF INTEREST

Please indicate your primary and secondary interests.

1 - being top interest

PLANNING & PRESERVATION

- ☒ 6 PLANNING & ZONING COMMISSION
- ☒ 7 ZONING BOARD OF ADJUSTMENT & APPEALS
- ☒ 1 KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- ☒ 2 COMMUNITY & ECONOMIC DEVELOPMENT
- ☒ 5 CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- ☒ 4 INVESTMENT COMMITTEE
- ☒ 3 FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

- ☒ LONG-TERM PROJECTS
- ☒ SHORT-TERM PROJECTS
- ☒ DAYTIME
- ☒ EVENING
- ☒ SUMMER

I AM AVAILABLE FOR

- ☒ LONG-TERM PROJECTS
- ☒ SHORT-TERM PROJECTS
- ☒ DAYTIME
- ☒ EVENING
- ☒ SUMMER

RECREATION

- ☐ 4TH OF JULY STEERING COMMITTEE
- ☐ 4TH OF JULY VOLUNTEER
- ☐ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- ☒ LIBRARY BOARD
- ☒ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

- ☐ WEST RANCH MANAGEMENT DISTRICT
- ☒ ANIMAL SHELTER ADVISORY COMMITTEE
- ☒ VOLUNTEER FIRE DEPT/EMS
- ☐ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

*Very interested in planning & preservation.
Being part of Keep Friendswood
Beautiful & Community/Economic Development
would be meaningful work. I'd also be
happy helping the library, animal
shelter, and the Fire Department. I find
economics fascinating. I'd like to
see Friendswood grow and change for
the better. Getting the community
more involved would be great!*

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 24 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

BS in Marketing

Please list any civic or community endeavors in which you have been involved: _____

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

[Signature]

Signature of Applicant

5/29/2020

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD BOARDS AND COMMISSIONS INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: Janet Mickey

ADDRESS: [REDACTED]

PHONE: [REDACTED]

NAME: Hunter Cochfield

ADDRESS: [REDACTED]

PHONE: [REDACTED]

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/08/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider appointing (i) Joe Matranga, (ii) Brian Bounds and (iii) Marcus Rives to the Planning and Zoning Commission for a three-year term set to begin immediately and expire on June 30, 2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Planning and Zoning Commission submits recommendations to the City Council, after holding public hearings, on any change or amendment to any of the provisions of the Zoning Ordinance or the Zoning Districts Map: any request for a specific use permit or planned unit development, any change or amendment to the subdivision ordinance: and any related request by Council. In public meetings, the commission also reviews and approves commercial site plans, preliminary and final plats, and subdivision developments. The commission also acts in the capacity of the Capital Improvements Advisory Committee created by Section 395.058 of the Texas Local Government Code.

This item allows the City Council to appoint (i) Joe Matranga and (ii) Brian Bounds to the Planning and Zoning Commission for a three-year term set to begin immediately and expire on June 30, 2025. Mr. Mantranga is being reappointed, Mr. Bounds is replacing Mr. Richard Clark, who does not desire reappointment and Mr. Marcus Rives is replacing Mr. Marcus Perry who resigned. All appointees have complied with the requirements of the City's appointment policy and staff recommends approval.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Bounds, Brian - Volunteer Application_Redacted
2. Matranga, Joe - Volunteer Application_Redacted
3. Rives, Marcus - Volunteer Application_Redacted



TM



BE A FRIENDSWOOD VOLUNTEER

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VOLUNTEER APPLICATION

NAME: BRIAN BOUNDS HOME PHONE: _____

HOME ADDRESS: _____ WORK PHONE: _____

EMAIL ADDRESS: _____ CELL PHONE: _____

OCCUPATION: RETIRED - CIO

SPECIAL INTERESTS AND TALENTS: COMMUNITY DEVELOPMENT; COMPUTER SYSTEMS;

Are you currently serving as a member of any Friendswood governmental body? NO

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

- X PLANNING & ZONING COMMISSION
 ZONING BOARD OF ADJUSTMENT & APPEALS
 KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
 COMMUNITY & ECONOMIC DEVELOPMENT
 CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
 INVESTMENT COMMITTEE
 FRIENDSWOOD DOWNTOWN ECONOMIC
 DEVELOPMENT CORPORATION

RECREATION

- _____ 4TH OF JULY STEERING COMMITTEE
 _____ 4TH OF JULY VOLUNTEER
 _____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- ____ LIBRARY BOARD
____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

I AM AVAILABLE FOR

- LONG-TERM PROJECTS
SHORT-TERM PROJECTS
DAYTIME
EVENING
SUMMER

OTHER

- WEST RANCH MANAGEMENT DISTRICT
ANIMAL SHELTER ADVISORY COMMITTEE
VOLUNTEER FIRE DEPT/EMS
CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]
SEX: M
FRIENDSWOOD RESIDENT FOR 26 YEARS

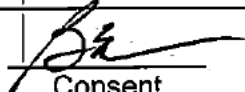
Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

CERTIFIED CHIEF INFORMATION SECURITY OFFICER; PRIVATE PILOT; SCUBA
CRAT; STRATEGIC PLANNING; COMPUTED FORENSICS
MARTIAL ARTS INSTRUCTOR, 4TH DEGREE BLACK BELT
TEXAS LICENSED REAL ESTATE AGENT

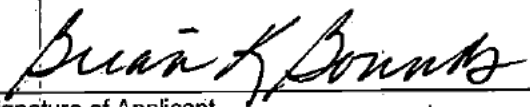
Please list any civic or community endeavors in which you have been involved:

FRIENDSWOOD - BOND COMMITTEE
WHARTON CEMETERY ASSC. - CHAIRMAN; WHARTON, TX
FBI - INFRAGARD, FORMER BOARD MEMBER; FBI CITIZENS ACADEMY - FORMER
BOARD CHAIR

 Consent (Initial Here)	I hereby authorize the City of Friendswood to investigate my background and qualifications for purposes of evaluating my application for appointment and any subsequent reappointment. I understand that the City will utilize an outside firm or firms to assist in checking such information, and I specifically authorize such an investigation by information services and outside entities of the City's choice. I also understand I may withhold my permission; and in such a case, no investigation will be performed, and my application will not be further processed.
Do Not Consent (Initial Here)	

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

I hereby certify that all statements made on this application and any attachment are true and correct. I acknowledge that any false statement or misrepresentation on this application or attachment will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment.


Signature of Applicant

6 APRIL 2022
Date

Please return the original application to the address below:

LETICIA BRYSCH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

BOND COMMITTEE

~ 2020

PERSONAL REFERENCES:

Please list at least two references.

NAME: MIKE FOREMAN

ADDRESS: _____

PHONE: _____

NAME: GREG COX

ADDRESS: _____

PHONE: _____



BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Joe Matranga

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: VP Oil & Gas

SPECIAL INTERESTS AND TALENTS: _____

Are you currently serving as a member of any Friendswood governmental body? Yes

If so, please name the body: Planning & Zoning Commission

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

1 ELECTION WORKER

PLANNING & PRESERVATION

☒	PLANNING & ZONING COMMISSION
☐	ZONING BOARD OF ADJUSTMENT & APPEALS
☐	KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
☐	COMMUNITY & ECONOMIC DEVELOPMENT
☐	CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
☐	INVESTMENT COMMITTEE
☐	FRIENDSWOOD DOWNTOWN ECONOMIC
☐	DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

☐ LONG-TERM PROJECTS
☐ SHORT-TERM PROJECTS
☐ DAYTIME
☒ EVENING
☐ SUMMER

RECREATION

☐	4 TH OF JULY STEERING COMMITTEE
☐	4 TH OF JULY VOLUNTEER
☐	SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

LIBRARY BOARD
LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

☒	WEST RANCH MANAGEMENT DISTRICT
☒	ANIMAL SHELTER ADVISORY COMMITTEE
☐	VOLUNTEER FIRE DEPT/EMS
☐	CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

I have lived in West Ranch for over 10 years.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: Male

FRIENDSWOOD RESIDENT FOR 48 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

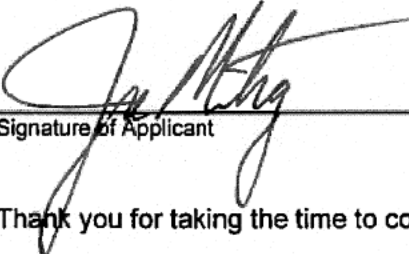
Proven leader in business and in the community. Engineering degree and significant experience in the chemical and oil & gas industries.

Please list any civic or community endeavors in which you have been involved: _____

Current Chair of the Friendswood Planning & Zoning Commission. Volunteer at Friendswood Animal Control.

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.


Signature of Applicant

5/20/19
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

Planning & Zoning Commission

2017 to current

PERSONAL REFERENCES:

Please list at least two references.

NAME: Robbie McAfoos

ADDRESS:

PHONE:

NAME: Gene Nitsch

ADDRESS:

PHONE:

Susan Ballard

From: noreply@civicplus.com
Sent: Wednesday, May 11, 2022 3:02 PM
To: Leticia Brysch; Renee Kross; Susan Ballard; Coretta Edwards
Subject: [EXTERNAL]Online Form Submittal: Volunteer Application for Committees, Boards & Commissions

Volunteer Application for Committees, Boards & Commissions

City of Friendswood
910 S. Friendswood Drive, Friendswood, Texas 77546
www.friendswood.com

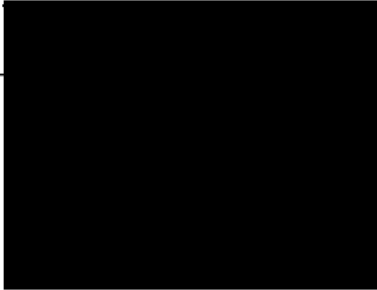
BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City committee, board or commission and for the City Council to oversee appointments.

All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act. If you have questions or need more information about this application, please email the Office of the City Secretary at citysecretary@friendswood.com or call (281) 996-3270.

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Marcus
Volunteer Last Name	Rives
Home Address	
City	Friendswood
State	Texas

Zip Code	77546
Home Phone	
Work Phone	
Cell Phone	
Email Address	
Occupation	Architectural Designer
Special Interests and Talents	Architecture and design, Art, music
Are you currently serving as a member of any Friendswood governmental body?	No

AREAS OF INTEREST

PLANNING & PRESERVATION

Please indicate your primary and secondary interests. You can select more than one.

Planning & Zoning Commission	Primary
Zoning Board of Adjustments & Appeals	Secondary
Keep Friendswood Beautiful Committee	<i>Field not completed.</i>
Community & Economic Development Committee	<i>Field not completed.</i>
Construction Board of Adjustments & Appeals	Secondary
Investment Committee	<i>Field not completed.</i>
Friendswood Downtown Economic Development Corporation	<i>Field not completed.</i>

(Section Break)

RECREATION

Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering Committee	<i>Field not completed.</i>
--------------------------------	-----------------------------

4th of July Volunteer	<i>Field not completed.</i>
-----------------------	-----------------------------

Senior Citizens Advisory Committee	<i>Field not completed.</i>
------------------------------------	-----------------------------

(Section Break)

EDUCATION

Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board	<i>Field not completed.</i>
------------------------	-----------------------------

Library Volunteer	<i>Field not completed.</i>
-------------------	-----------------------------

SPECIAL COMMITTEES AS CALLED	<i>Field not completed.</i>
------------------------------	-----------------------------

(Section Break)

OTHER

Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District	<i>Field not completed.</i>
--------------------------------	-----------------------------

Volunteer Fire Dept/EMS	<i>Field not completed.</i>
-------------------------	-----------------------------

Animal Shelter Advisory Committee	<i>Field not completed.</i>
-----------------------------------	-----------------------------

Charter Review (As Needed)	<i>Field not completed.</i>
----------------------------	-----------------------------

(Section Break)

I Am Available For	Daytime, Evening
Please use the space below for additional comments.	Field not completed.

(Section Break)

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

Date of Birth

Sex	Male
-----	------

How long have you been a Friendswood resident?	26+ (raised in Friendswood also)
--	----------------------------------

Have you been convicted of a crime, other than minor traffic violations in the past 10 years?	No
---	----

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?	Served on P&Z a long time ago. Professional Architectural Designer 30+ years in design and architecture
---	---

Please list any civic or community endeavors in which you have been involved	Served on the following boards/commissions/committee's: - Planning & Zoning Commissioner - Mayor Mike's Drainage Committee - Community Development Design Review Committee - City of Friendswood Bond Review Committee - Fisd Bond Review Committee - Rotary - FHS Marching Band Volunteer - Served many times as a Church, School, and Civic volunteer
--	---

Additional Information	Field not completed.
------------------------	----------------------

BACKGROUND CHECK	Consent
------------------	---------

(Section Break)

Acknowledgement	I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.
-----------------	---

Electronic Signature
Agreement

I Understand and Agree

Electronic Signature

Marcus Rives

Date

5/11/2022

Thank you for taking the time to complete this application.

(Section Break)

**CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION**

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee
or Commission

- Planning & Zoning Commissioner
- Mayor Mike's Drainage Committee
- Community Development Design Review Committee
- City of Friendswood Bond Review Committee

Dates of Service

varies

(Section Break)

Personal Reference #1: First Name and Last Name

Sally Branson

Address

City

State

Zip Code

Phone

Email Address

Field not completed.

(Section Break)

Personal Reference #2: First Name and Last Name Rebecca Hillenberg

Address

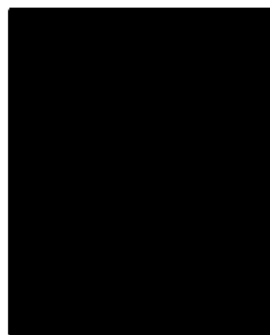
City

State

Zip Code

Phone

Email Address



Field not completed.

Email not displaying correctly? [View it in your browser.](#)

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/17/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider appointing (i) Patrick McGinnis, (ii) Rebecca Hillenburg, (iii) Ron Cox, and (iv) Alton Todd to the Friendswood Downtown Economic Development Corporation for a two-year term beginning immediately and ending June 30, 2024.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Downtown Economic Development Corporation is a Type B corporation that may undertake projects as described in Subchapter C of Chapter 501 of the Local Government Code and Chapter 505 of the Local Government Code, including undertaking projects as authorized by law, including but not limited to:

Projects to promote new or expanded business enterprises in the downtown area as defined by the City of Friendswood Downtown District Map including: streets, targeted infrastructure, paved sidewalks, pedestrian amenities; such as, benches, lighting, signage, other related public improvements and the maintenance and operations expenses for any of the previously described projects.

This item allows the Council to appoint (i) Patrick McGinnis, (ii) Rebecca Hillenburg, (iii) Ron Cox, and (iv) Alton Todd to the Friendswood Downtown Economic Development Corporation for a two-year term beginning immediately and ending June 30, 2024. All members desire reappointment and have met the requirements of the City's appointment policy.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Cox, Ron Volunteer Application 2019_Redacted
2. Hillenburg, Rebecca - Volunteer Application_Redacted
3. McGinnis, Pat - Volunteer Application_Redacted
4. Todd, Alton C - Volunteer Application_Redacted



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: RONALD E COX HOME PHONE: _____
HOME ADDRESS: _____ WORK PHONE: _____
EMAIL ADDRESS: _____ CELL PHONE: _____
OCCUPATION: Municipal Consultant
SPECIAL INTERESTS AND TALENTS: _____

Are you currently serving as a member of any Friendswood governmental body? YES?

If so, please name the body: F D E D C (not sure if it is considered governmental)

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION
☐ ELECTION WORKER

PLANNING & PRESERVATION

☐ PLANNING & ZONING COMMISSION
☐ ZONING BOARD OF ADJUSTMENT & APPEALS
☐ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
☐ COMMUNITY & ECONOMIC DEVELOPMENT
☐ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
☐ INVESTMENT COMMITTEE
☐ FRIENDSWOOD DOWNTOWN ECONOMIC
 DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

☐ LONG-TERM PROJECTS
☒ SHORT-TERM PROJECTS
☐ DAYTIME
☐ EVENING
☐ SUMMER

RECREATION

☐ 4TH OF JULY STEERING COMMITTEE
☐ 4TH OF JULY VOLUNTEER
☐ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

☐ LIBRARY BOARD
☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

Bond Committee

OTHER

☐ WEST RANCH MANAGEMENT DISTRICT
☐ ANIMAL SHELTER ADVISORY COMMITTEE
☐ VOLUNTEER FIRE DEPT/EMS
☐ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

Interested in assisting with recommendations
for a future bond election.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: MALE

FRIENDSWOOD RESIDENT FOR 27 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

Former City Manager in Friendswood

Please list any civic or community endeavors in which you have been involved:

Church, Chamber, Rotary (past), FDFA

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Ronald E. Cox

Signature of Applicant

2-19-19

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Rebecca Hullenburg HOME PHONE: _____
HOME ADDRESS: _____ WORK PHONE: _____
CITY, STATE, ZIP: _____
EMAIL ADDRESS: _____ CELL PHONE: _____
OCCUPATION: retired educator

SPECIAL INTERESTS AND TALENTS: Working with children, helping others
snow skiing, reading, crocheting, walking

Are you currently serving as a member of any Friendswood governmental body? Yes

If so, please name the body: Friendswood Downtown Economic Development Corp.

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

- _____ PLANNING & ZONING COMMISSION
 _____ ZONING BOARD OF ADJUSTMENT & APPEALS
 _____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
 _____ COMMUNITY & ECONOMIC DEVELOPMENT
 _____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
 _____ INVESTMENT COMMITTEE
 _____ FRIENDSWOOD DOWNTOWN ECONOMIC
 _____ DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

- ☐ LONG-TERM PROJECTS
☐ SHORT-TERM PROJECTS
☐ DAYTIME
☐ EVENING
☐ SUMMER

I AM AVAILABLE FOR

- _____ LONG-TERM PROJECTS
 _____ SHORT-TERM PROJECTS
 _____ DAYTIME
 _____ EVENING
 _____ SUMMER

RECREATION

- _____ 4TH OF JULY STEERING COMMITTEE
 _____ 4TH OF JULY VOLUNTEER
 _____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- ____ LIBRARY BOARD
____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

✓ FDEJC

OTHER

- _____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings visible.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 30 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? no

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

B.S. in Ed, Ed.; M.S. in Ed, Ed.; M.S. in Mgt, UHCL; Ed.D. Baylor, Ed. Admin;
Pastoral Care Cert.

Please list any civic or community endeavors in which you have been involved:

Volunteering with schools
serving on church & city committees

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Rebecca Hellenburg
Signature of Applicant

Jan. 31, 2020
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

Friendswood ISD Board of Trustees
CEDC, City of Friendswood

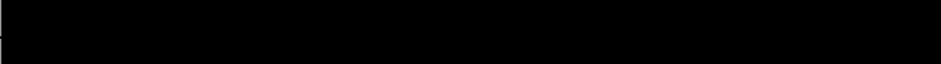
2005 → Present

PERSONAL REFERENCES:

Please list at least two references.

NAME: Thad Roher

ADDRESS: 

PHONE: 

NAME: Tony Hopkins

ADDRESS: 

PHONE: 



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Patrick McGinnis HOME PHONE: _____

HOME ADDRESS: _____ WORK PHONE: _____

CITY, STATE, ZIP: _____

EMAIL ADDRESS: _____ CELL PHONE: _____

OCCUPATION: physician

SPECIAL INTERESTS AND TALENTS: community service

Are you currently serving as a member of any Friendswood governmental body? ✓ FOEDC

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

- ☐ PLANNING & ZONING COMMISSION
- ☐ ZONING BOARD OF ADJUSTMENT & APPEALS
- ☒ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- ☒ COMMUNITY & ECONOMIC DEVELOPMENT
- ☐ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- ☐ INVESTMENT COMMITTEE
- ☒ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

- ☒ LONG-TERM PROJECTS
- ☐ SHORT-TERM PROJECTS
- ☐ DAYTIME
- ☐ EVENING
- ☐ SUMMER

I AM AVAILABLE FOR

- ☐ LONG-TERM PROJECTS
- ☐ SHORT-TERM PROJECTS
- ☐ DAYTIME
- ☐ EVENING
- ☐ SUMMER

RECREATION

- ☐ 4TH OF JULY STEERING COMMITTEE
- ☐ 4TH OF JULY VOLUNTEER
- ☐ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- ☐ LIBRARY BOARD
- ☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

- ☐ WEST RANCH MANAGEMENT DISTRICT
- ☐ ANIMAL SHELTER ADVISORY COMMITTEE
- ☐ VOLUNTEER FIRE DEPT/EMS
- ☐ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

Continue serving on FDEDC for now

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: M

FRIENDSWOOD RESIDENT FOR 25 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

MD, MBA, MS, military and NASA experience

Please list any civic or community endeavors in which you have been involved:

Friendswood City Council, 86 yrs
Galveston County United Board of Health

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Patuck J McKinnis

Signature of Applicant

3 March 2020

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: _____

ADDRESS: _____

PHONE: _____

NAME: _____

ADDRESS: _____

PHONE: _____



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Alton C. Todd HOME PHONE: [REDACTED]
 HOME ADDRESS: [REDACTED] WORK PHONE: [REDACTED]
 CITY, STATE, ZIP: [REDACTED]
 EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
 OCCUPATION: Attorney
 SPECIAL INTERESTS AND TALENTS: Law

Are you currently serving as a member of any Friendswood governmental body? yes

If so, please name the body: Friendswood Economic Development

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

- PLANNING & ZONING COMMISSION
ZONING BOARD OF ADJUSTMENT & APPEALS
KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
COMMUNITY & ECONOMIC DEVELOPMENT
CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
INVESTMENT COMMITTEE
☒ FRIENDSWOOD DOWNTOWN ECONOMIC
DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

- ☐ LONG-TERM PROJECTS
☐ SHORT-TERM PROJECTS
☐ DAYTIME
☐ EVENING
☐ SUMMER

I AM AVAILABLE FOR

- ☐ LONG-TERM PROJECTS
☐ SHORT-TERM PROJECTS
☐ DAYTIME
☐ EVENING
☐ SUMMER

RECREATION

- _____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- LIBRARY BOARD
-
- LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

- _____ WEST RANCH MANAGEMENT DISTRICT
 _____ ANIMAL SHELTER ADVISORY COMMITTEE
 _____ VOLUNTEER FIRE DEPT/EMS
 _____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

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These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH

SEX: M

FRIENDSWOOD RESIDENT FOR 44 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

law license

Please list any civic or community endeavors in which you have been involved: _____

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

[Signature]

Signature of Applicant

3/8/20

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

Friendswood Economic Development

2016 to present

PERSONAL REFERENCES:

Please list at least two references.

NAME: Stan Lengston

ADDRESS: [REDACTED]

PHONE: [REDACTED]

NAME: Robert Griffin

ADDRESS: [REDACTED]

PHONE: [REDACTED]

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/17/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider appointing (i) Diane Freeman, (ii) Kathy Molinaro, (iii) Neeta Jambhekar, (iv) JoBeth Brizendine, (v) Benette Rowley, and (vi) Madeline Short to the Friendswood Public Library Advisory Board for a three-year term beginning immediately and ending June 30, 2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Public Library Advisory Board helps establish general library policies, represents the public and its interest in the operation of the library, it secures support for the Library, and communicates the needs of the people to the City Council.

This item allows the Council to reappoint (i) Diane Freeman, (ii) Kathy Molinaro, (iii) Neeta Jambhekar, (iv) JoBeth Brizendine, (v) Benette Rowley, and (vi) Madeline Short to the Friendswood Public Library Advisory Board for a three-year term beginning immediately and ending June 30, 2025.

All members desire reappointment and have met the requirements of the City's Appointment Policy.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Brizendine, Jobeth - Volunteer Application_Redacted
2. Freeman, Diane - Volunteer Application_Redacted
3. Jambhekar, Neeta - Volunteer Application_Redacted
4. Molinaro, Kathy - Volunteer Application_Redacted
5. Rowley, Benette - Volunteer Application_Redacted
6. Short, Madeline - Volunteer Application_Redacted

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____ ELECTION WORKER

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
 _____ ZONING BOARD OF ADJUSTMENT & APPEALS
 _____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
 _____ COMMUNITY & ECONOMIC DEVELOPMENT
 _____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
 _____ INVESTMENT COMMITTEE
 _____ FRIENDSWOOD DOWNTOWN ECONOMIC
 _____ DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

☒ LONG-TERM PROJECTS
☒ SHORT-TERM PROJECTS
☐ DAYTIME
☒ EVENING
☒ SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

☒ LIBRARY BOARD
☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
 _____ ANIMAL SHELTER ADVISORY COMMITTEE
 _____ VOLUNTEER FIRE DEPT/EMS
 _____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines, typical of notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: 

SEX: F

FRIENDSWOOD RESIDENT FOR 30 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? no

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

40 years in education - 30 years in FUSD
BA & MA in English Ed.D. in Education

Please list any civic or community endeavors in which you have been involved:

friendwood schols, city elections

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Jo Beth Tringali
Signature of Applicant

Sept 25, 2017
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: Rebecca Hillenbusch

ADDRESS:

PHONE:

NAME: Ralph & Lynn Hobrathsch

ADDRESS:

PHONE:



BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Diane Lee Freeman HOME PHONE: [REDACTED]
HOME ADDRESS: [REDACTED] WORK PHONE: [REDACTED]
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: Retired / Aerospace
SPECIAL INTERESTS AND TALENTS: Citizens Advisory Team; Library Board

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

 ELECTION WORKER

PLANNING & PRESERVATION

PLANNING & ZONING COMMISSION
ZONING BOARD OF ADJUSTMENT & APPEALS
KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
COMMUNITY & ECONOMIC DEVELOPMENT
CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
INVESTMENT COMMITTEE
FRIENDSWOOD DOWNTOWN ECONOMIC
DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

☐ LONG-TERM PROJECTS
☒ SHORT-TERM PROJECTS
☒ DAYTIME
☒ EVENING
☐ SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

DLF ☒ LIBRARY BOARD
☒ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

Citizens Advisory Team

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

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These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 43 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

Earlier Citizens Advisory Team

Please list any civic or community endeavors in which you have been involved:

Library Board Library Support, Library Board

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Melinda Lee Freeman

Signature of Applicant

2/22/2019

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below.

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

Library Board

currently

PERSONAL REFERENCES:

Please list at least two references.

NAME: Mike Czarowitz
ADDRESS: _____
PHONE: _____

NAME: Sally Branson
ADDRESS: _____
PHONE: _____



BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: NEETA JAMBHEKAR HOME PHONE: [REDACTED]
HOME ADDRESS: [REDACTED] WORK PHONE: _____
EMAIL ADDRESS: _____ CELL PHONE: _____
OCCUPATION: Librarian

SPECIAL INTERESTS AND TALENTS: Sharing information about
library and resources

Are you currently serving as a member of any Friendswood governmental body? _____

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

- 1 ELECTION WORKER

PLANNING & PRESERVATION

- | | |
|--------------------------|--|
| ☐ | PLANNING & ZONING COMMISSION |
| ☐ | ZONING BOARD OF ADJUSTMENT & APPEALS |
| ☐ | KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE |
| ☐ | COMMUNITY & ECONOMIC DEVELOPMENT |
| ☐ | CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS |
| ☐ | INVESTMENT COMMITTEE |
| ☐ | FRIENDSWOOD DOWNTOWN ECONOMIC |
| ☐ | DEVELOPMENT CORPORATION |

I AM AVAILABLE FOR

- | | |
|--------------------------|---------------------|
| ☐ | LONG-TERM PROJECTS |
| ☐ | SHORT-TERM PROJECTS |
| ☐ | DAYTIME |
| ☐ | EVENING |
| ☐ | SUMMER |

RECREATION

- | | |
|--------------------------|--|
| ☐ | 4 TH OF JULY STEERING COMMITTEE |
| ☐ | 4 TH OF JULY VOLUNTEER |
| ☐ | SENIOR CITIZENS ADVISORY COMMITTEE |

EDUCATION

- ☒ LIBRARY BOARD
☒ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

- | | |
|--------------------------|-----------------------------------|
| ☐ | WEST RANCH MANAGEMENT DISTRICT |
| ☐ | ANIMAL SHELTER ADVISORY COMMITTEE |
| ☐ | VOLUNTEER FIRE DEPT/EMS |
| ☐ | CHARTER REVIEW (AS NEEDED) |

Please use the space below for additional comments.

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These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: _____

SEX: F

FRIENDSWOOD RESIDENT FOR 24 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

I work as a librarian and have a "Masters in Library and Information Science" degree

Please list any civic or community endeavors in which you have been involved: _____

Library Board

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

[Signature]

Signature of Applicant

June 3, 2019

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

Library Board

2010 to present

PERSONAL REFERENCES:

Please list at least two references.

NAME: Maria Georgetown

ADDRESS: _____

PHONE: _____

NAME: Anna Peebler

ADDRESS: _____

PHONE: _____



BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: *Kathy Molinaro*

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]
PHONE: [REDACTED]

WORK [REDACTED]

CITY, STATE, ZIP: [REDACTED]

EMAIL ADDRESS: [REDACTED]
PHONE: [REDACTED]

CELL [REDACTED]

OCCUPATION: *Psychotherapist*

SPECIAL INTERESTS AND TALENTS:

Are you currently serving as a member of any Friendswood governmental body? *yes - 4th of July Steering Committee*

If so, please name the body:

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

PLANNING & ZONING COMMISSION
ZONING BOARD OF ADJUSTMENT & APPEALS
KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
COMMUNITY & ECONOMIC DEVELOPMENT
CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
INVESTMENT COMMITTEE
FRIENDSWOOD DOWNTOWN ECONOMIC
DEVELOPMENT CORPORATION

RECREATION

4TH OF JULY STEERING COMMITTEE
4TH OF JULY VOLUNTEER
SENIOR CITIZENS ADVISORY
COMMITTEE

EDUCATION

LIBRARY BOARD
LIBRARY VOLUNTEER

I AM AVAILABLE FOR

LONG-TERM PROJECTS

SHORT-TERM PROJECTS

DAYTIME

EVENING

SUMMER

SPECIAL COMMITTEES AS CALLED

I AM AVAILABLE FOR

LONG-TERM PROJECTS

SHORT-TERM PROJECTS

DAYTIME

EVENING

SUMMER

OTHER

WEST RANCH MANAGEMENT DISTRICT
ANIMAL SHELTER ADVISORY COMMITTEE
VOLUNTEER FIRE DEPT/EMS
CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 25 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? no

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

Galveston County CISM team
Several years on the 4th of July Steering Committee
10 yr volunteer for Houston Zoo
Volunteer lead for Lunch w/ an Astronaut at Space Center Houston

Please list any civic or community endeavors in which you have been involved:

4th of July Steering Committee

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Signature of Applicant



Date 3/19/2020

Thank you for taking the time to complete this application.

Please return the original application to the address below:

**MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634**

**CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION**

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: *Barb Blanchard*

ADDRESS:

PHONE:

NAME: *Mike Foreman*

ADDRESS:

PHONE:

Page 1 of 4

Revised 11/04/19 mkw

CC: M & CC
CITY MGR

Mary Perroni, Library



BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME:

Benette L Rowley

HOME PHONE: _____

HOME ADDRESS: _____

WORK PHONE: _____

EMAIL ADDRESS: _____

CELL PHONE: _____

OCCUPATION:

General Manager @ Dunn Brothers Coffee

SPECIAL INTERESTS AND TALENTS: _____

Are you currently serving as a member of any Friendswood governmental body? none

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____ ELECTION WORKER

PLANNING & PRESERVATION

- _____ PLANNING & ZONING COMMISSION
- _____ ZONING BOARD OF ADJUSTMENT & APPEALS
- _____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- _____ COMMUNITY & ECONOMIC DEVELOPMENT
- _____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- _____ INVESTMENT COMMITTEE
- _____ FRIENDSWOOD DOWNTOWN ECONOMIC
DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
 _____ SHORT-TERM PROJECTS
 _____ DAYTIME
 _____ EVENING
 _____ SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

☒ LIBRARY BOARD
☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
 _____ ANIMAL SHELTER ADVISORY COMMITTEE
 _____ VOLUNTEER FIRE DEPT/EMS
 _____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 17 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? NO

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

Certified Master Gardener

Please list any civic or community endeavors in which you have been involved:

President - Friendswood Farmers Market
Vice Chairmen - Friendswood Chamber of Commerce
Board member - FDFA
Volunteer - Houston Livestock Show & Rodeo
Lifetime member

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Bonette L. Kowles
Signature of Applicant

Date

10/02/2017

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

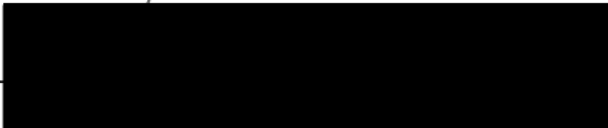
Dates of Service:

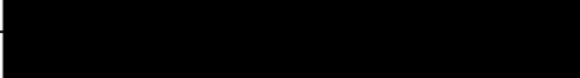
N/A

PERSONAL REFERENCES:

Please list at least two references.

NAME: Jerry Ericsson

ADDRESS: 

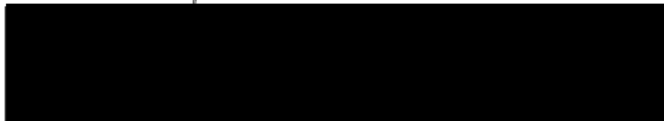
PHONE: 

NAME: Carol Marcantel

ADDRESS: 

PHONE: 

Lucy Woltz





BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Madeline Short HOME PHONE: _____
HOME ADDRESS: [REDACTED] WORK PHONE: [REDACTED]
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: COO, Wilems Resource Group

SPECIAL INTERESTS AND TALENTS: Marketing, health care, reading, playing with my preschooler, public speaking, teaching

Are you currently serving as a member of any Friendswood governmental body? Yes

If so, please name the body: Friendswood Library Board

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____ ELECTION WORKER

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION /
 _____ ZONING BOARD OF ADJUSTMENT & APPEALS
 _____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
 _____ COMMUNITY & ECONOMIC DEVELOPMENT
 _____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
 _____ INVESTMENT COMMITTEE
 _____ FRIENDSWOOD DOWNTOWN ECONOMIC
 _____ DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
 _____ SHORT-TERM PROJECTS
 _____ DAYTIME
 _____ EVENING
 _____ SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
 _____ 4TH OF JULY VOLUNTEER
 _____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

____ LIBRARY BOARD
____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

Citizen Advisory Team

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
 _____ ANIMAL SHELTER ADVISORY COMMITTEE
 _____ VOLUNTEER FIRE DEPT/EMS
 _____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

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These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 6 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? N

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

I currently serve on the Friendswood Library Board and hold the position as President of the

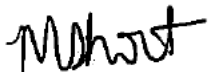
Friends of the Friendswood Public Library. In my career, I provide oversight and monitoring of Accountable Care Organization (ACO)

Governing Bodies (i.e. Board of Managers, Board of Trustees, Management Committees). I have a background in operations and event planning.

Please list any civic or community endeavors in which you have been involved: Volunteering for the Library,
Mothers of Preschoolers (MOPs) and serving as a guest lecturer for Texas A&M University.

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.



Signature of Applicant

2/21/19

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

Friendswood Public Library Board

September 2017 to present

PERSONAL REFERENCES:

Please list at least two references.

NAME: Matt Riley, Library Director

ADDRESS:

PHONE:

NAME: Kimberly Busenbark, Wilems Resource Group CEO

ADDRESS:

PHONE:

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/14/2022

Prepared by: Leticia Brysch, City Secretary

Subject: Consider appointing (i) Susan Asimakis and (ii) Pauline Moore to the Community and Economic Development Committee for a three-year term beginning immediately and ending June 30, 2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Community and Economic Development Committee is a seven-member board whose duties are to encourage commercial and industrial developments which are compatible with the image of Friendswood; provide recommendations to the City Council regarding codes, ordinances, policies, and procedures that assist economic development; and conduct surveys of citizens and businesses to gain understanding of economic development which is compatible with the city's interest, needs, and image.

This item allows the Council to reappointment (i) Susan Asimakis and (ii) Pauline Moore for another three-year term to the Community and Economic Development Committee, beginning immediately and expiring June 30, 2025. This leaves one vacancy on the committee to replace Ms. Jennifer Whitley who was not reappointed.

All applicants have met the requirements noted in the City's Appointment Policy.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Asimakis, Susan - Volunteer Application_Redacted
2. Moore, Pauline - Volunteer Application_Redacted



BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Susan Asimakis HOME PHONE: [REDACTED]
HOME ADDRESS: [REDACTED] WORK PHONE: _____
CITY, STATE, ZIP: [REDACTED]
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: retired
SPECIAL INTERESTS AND TALENTS: fundraising, non-profit management,
event production
Are you currently serving as a member of any Friendswood governmental body? no
If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

- ☐ PLANNING & ZONING COMMISSION
☐ ZONING BOARD OF ADJUSTMENT & APPEALS
☒ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
☐ COMMUNITY & ECONOMIC DEVELOPMENT
☐ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
☐ INVESTMENT COMMITTEE
☐ FRIENDSWOOD DOWNTOWN ECONOMIC
 DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

- ☒ LONG-TERM PROJECTS
☒ SHORT-TERM PROJECTS
☒ DAYTIME
☒ EVENING
☒ SUMMER

I AM AVAILABLE FOR

- _____ LONG-TERM PROJECTS
 _____ SHORT-TERM PROJECTS
 _____ DAYTIME
 _____ EVENING
 _____ SUMMER

RECREATION

- _____ 4TH OF JULY STEERING COMMITTEE
 _____ 4TH OF JULY VOLUNTEER
 _____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- ____ LIBRARY BOARD
____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

- _____ WEST RANCH MANAGEMENT DISTRICT
 _____ ANIMAL SHELTER ADVISORY COMMITTEE
 _____ VOLUNTEER FIRE DEPT/EMS
 _____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 37 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? no

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

I was a Senior officer at the Greater Houston Partnership for 21 yrs.
In my role I worked with top business executives and promoted the
assets of the 12 County Houston region.

Please list any civic or community endeavors in which you have been involved: _____

Friends of Downtown Friendswood

Chaired, Farm + Vine event

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Susan Asmadi

Signature of Applicant

1/18/2021
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: Brett Banfield
ADDRESS: Banfield Properties
PHONE: 

NAME: Allan Rasmussen
ADDRESS: HomeTown Bank
PHONE: 



BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Pauline Moore

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: _____

OCCUPATION: TNMP, Director

SPECIAL INTERESTS AND TALENTS: Community and Economic Development Committee

Are you currently serving as a member of any Friendswood governmental body? _____

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

- ☐
- ELECTION WORKER

PLANNING & PRESERVATION

- | | |
|-------------------------------------|--|
| ☐ | PLANNING & ZONING COMMISSION |
| ☐ | ZONING BOARD OF ADJUSTMENT & APPEALS |
| ☐ | KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE |
| ☒ | COMMUNITY & ECONOMIC DEVELOPMENT |
| ☐ | CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS |
| ☐ | INVESTMENT COMMITTEE |
| ☐ | FRIENDSWOOD DOWNTOWN ECONOMIC |
| ☐ | DEVELOPMENT CORPORATION |

I AM AVAILABLE FOR

- | | |
|-------------------------------------|---------------------|
| ☒ | LONG-TERM PROJECTS |
| ☐ | SHORT-TERM PROJECTS |
| ☒ | DAYTIME |
| ☐ | EVENING |
| ☐ | SUMMER |

RECREATION

- | | |
|--------------------------|--|
| ☐ | 4 TH OF JULY STEERING COMMITTEE |
| ☐ | 4 TH OF JULY VOLUNTEER |
| ☐ | SENIOR CITIZENS ADVISORY COMMITTEE |

EDUCATION

- LIBRARY BOARD
LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

- | | |
|--------------------------|-----------------------------------|
| ☐ | WEST RANCH MANAGEMENT DISTRICT |
| ☐ | ANIMAL SHELTER ADVISORY COMMITTEE |
| ☐ | VOLUNTEER FIRE DEPT/EMS |
| ☐ | CHARTER REVIEW (AS NEEDED) |

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: Female

FRIENDSWOOD RESIDENT FOR 16 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? no

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

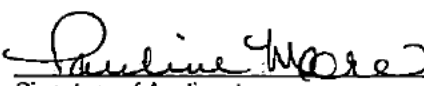
I have served on the Friendswood Community and Economic Development Committee since 2004

Please list any civic or community endeavors in which you have been involved: _____

Same as above

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.


Signature of Applicant

5/16/2019

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE.
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

Community and Economic Development Committee

2004-Current

PERSONAL REFERENCES:

Please list at least two references.

NAME: _____

ADDRESS: _____

PHONE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/07/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider the first and final reading of an ordinance amending the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment X" and providing for supplemental appropriation and/or transfer of certain funds.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year. Throughout the year, events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the second set for fiscal year 2021-2022.

We have attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit A provides a narrative explanation of each budget amendment. Exhibit B provides the details of each accounting transaction.

Ordinance and exhibits are reviewed and approved by the City Attorney prior to inclusion on a City Council meeting agenda.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of this budget amendment will allow for timely procurement of program supplies and limit delays in the progress of capital improvement projects.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Budget Amendment No. X
2. FY22 BA X Exhibit A 07-11-2022 v4
3. FY22 BA X Exhibit B 07-11-2022 v4

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2021-22, PASSED AND APPROVED SEPTEMBER 13, 2021, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2021-2022, BY APPROVING "BUDGET AMENDMENT X" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, by Ordinance No. 2021-22, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2021-2022"; and

WHEREAS, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting and for municipal purposes; and

WHEREAS, Section 8.04 of the City Charter provides for amendments after adoption of the budget; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2021-2022; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. The facts and matters set forth in the preamble of this ordinance are hereby found to be true and correct.

Section 2. The "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2021-2022," is hereby amended for municipal purposes as shown on "Budget Amendment X" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2021-2022" attached hereto. Said Budget Amendment X shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law. A true and correct copy of said amendment is attached hereto as Exhibits "A" and "B" and is incorporated herein for all intents and purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood,

Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. This ordinance shall take effect immediately from and after its passage by the City Council of the City of Friendswood, Texas.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 11th day of July, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2021 – 2022
Budget Amendment X – Exhibit A
July 11, 2022**

1. **Parks & Recreation – Video Wall Sponsorship for July 4th Event, \$5,000.** Appropriate directed sponsorship received from H-E-B. The sponsorship will go towards the rental of a video wall to be used for the July 4th celebration. Funds will be appropriated to the Parks and Recreation Department's July 4th division.
2. **Community Development Block Grant-Disaster Recovery (Galveston County) – Utility Relocation at Clear Creek Bridge, Tree Mitigation Plan, \$6,000.** Advance funding for engineering services related to the relocation of utilities at Clear Creek Utility Bridge. The City was awarded a grant through the 2017 Community Development Block Grant – Disaster Recovery with Galveston County. Additional work will be performed to prepare a tree removal and mitigation plan as well as determining a plant schedule and tree species based on the City of Friendswood Code of Ordinances. This Change Order (#3) for \$6,000 will be reimbursable. The funding source will be unassigned general fund balance and will be reimbursed once grant funding is received.
3. **Community Development Block Grant-Disaster Recovery (Galveston County) – Frenchman's Creek Acquisition and Relocation Services Contract, \$1,030,000.** Advance funding in the amount of \$1,030,000 was appropriated from unassigned general fund balance on the June 6, 2022, BA IX. After consulting with Bond Counsel, it was determined a more suitable funding source to be Drainage Bond funds. This entry is to change the advanced funding source. The Community Development Block Grant will reimburse the City for the acquisition of Frenchman's Creek building #5, at which time the advanced funding from Drainage Bond funds will be reimbursed.
4. **City Secretary's Office/Information Technology – Laserfiche, \$162,000.** Appropriate funds for the implementation of Laserfiche, an electronic content management solution. The expansion of Laserfiche will allow departments to utilize intelligent content capture, securely store and manage digital records, and improve workflow with all-electronic process automation between departments which will enhance City services. The funding source will be split 60/40 between unassigned General Fund balance and Water & Sewer working capital.
5. **Parks & Recreation – Donation for Park Bench, \$1,265.** Appropriate donation received from All-Star Revolutions LLC. The donation will go towards the purchase of a dedicated park bench at Lake Friendswood. Funds will be appropriated to the Parks and Recreation Department's, Parks division, operating equipment budget.
6. **Fire Marshal's Office – Emergency Fuel Trailer, \$6,675.** Transfer funding from the Police, Public Works, and Parks & Recreation departments to the Fire Marshal's Office for the joint purchase of an emergency fuel trailer. The total cost of the asset is \$11,675 and will be utilized by multiple departments during emergency incidents. The Fire Marshal's Office is contributing \$5,000. The other participating departments will contribute \$2,225 each.
7. **Police Department – Rad Program, \$375.** Appropriate funds donated to the Police Department Rape Aggression Defense (R.A.D.) Program. Donations were received from the citizens participating in the R.A.D. classes. Funds will be appropriated to the Police Department Patrol division for R.A.D. operating equipment related to R.A.D. program expenses.
8. **Public Works – Recycled Sign Materials, \$1,566.** Appropriate funds received from recycled sign materials. The appropriation will be recorded in the Public Works Streets division to help offset increase cost of sign making supplies.

9. **Parks & Recreation, Facilities – Repair & Repaint City Buildings, \$64,000.*** Appropriate funds to repair and repaint four City buildings. A facility evaluation was recently completed by a third party and revealed some concerns with the exterior façade conditions at the Activity Building, Animal Control Building, Jones Hangar and Stevenson Splash Pad Restroom and Pool Pump House. Repairing the stucco and repainting the facilities will prevent water, moisture, and insect infiltration. The funding source will be unassigned general fund balance.
10. **Parks & Recreation, Facilities – Smart Thermostats and Control Software, \$4,000.*** The City recently completed an ASHRAE Level 2 Energy Audit with Energy for Purpose (EFP). The study revealed several basic steps to move the City towards an energy efficient facility operation plan and environmental sustainability. EFP advised City staff could replace 9 thermostats with smart, WIFI enabled thermostats and leverage thermostat software to consolidate scheduling, utilize zoning, and modify set points. By exchanging the thermostats, EFP estimates we would save approximately \$16,000 annually. The funding source will be unassigned general fund balance.
11. **Public Works/Information Technology – Supervisory Control and Data Acquisition (SCADA) Server Replacement, \$35,000.*** Appropriate funds to replace the SCADA server. The current SCADA server is past the best practices replacement schedule guidelines. The current operating system is Microsoft Server 2012 and has an end-of-life support date of October 2023. While the OS is still supported by MS, the hardware is outdated and needs to be upgraded. The replacement is urgent so that we have redundancy to the server with the appropriate hardware in the server. Without the SCADA server, alerts would not be available to notify public works of an issue arising. Current services are restricted and dependent on a vendor's response. This upgrade would allow for more in-house support to the system. The funding source will be Water & Sewer working capital.
12. **Fire Marshal's Office – Generator Monitoring System, \$25,000.*** Appropriate funds for a generator monitoring system. This system will allow for mobile and desktop monitoring of generators. The remote monitoring capability allow emergency services staff to view generator vitals, status, create custom reports, schedule maintenance and testing, and provide visibility to multiple authorized users. During power outages, the system will notify staff if the generators are functioning properly, essentially improving our emergency response process. This proposal is for monitoring at City Hall, Friendswood Library, and Activity Center. The funding source will be unassigned general fund balance.
13. **Parks & Recreation – Towable 25kva Generator, \$28,000.*** Appropriate funds for a towable generator. The City currently rents generators for various events and emergency repair projects. Purchasing a generator would put the City in a self-sustaining position and would increase reliability in responding to planned and emergency events. The generator is portable and can be used as a backup to critical path generators during storm events as well. The funding source will be unassigned general fund balance.
14. **Parks & Recreation – Security for July 4th Event, \$6,500.** Appropriate funds for additional contract security at July 4th event. The funding source will be unassigned general fund balance.

*Deferred Maintenance & Equipment

City of Friendswood				
July 11, 2022				
2021-2022 Budget Amendment X - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
1	001-0000-34772		Appropriate sponsorship received from H-E-B for video wall at July 4th celebration event	(5,000)
1	001-6422-452.7910		Appropriate sponsorship received from H-E-B for video wall at July 4th celebration event	5,000
2	001-10199		Due from CDBG-DR (Gal Co) Grant funds for Utility Relocation at Clear Creek Bridge - Tree Mitigation Plan	(6,000)
2	001-14029		Due from CDBG-DR (Gal Co) Grant funds for Utility Relocation at Clear Creek Bridge - Tree Mitigation Plan	6,000
2	124-26010		Due to General Fund from CDBG-DR (Gal Co) Grant for Utility Relocation at Clear Creek Bridge - Tree Mitigation Plan	(6,000)
2	124-10199		Due to General Fund from CDBG-DR (Gal Co) Grant for Utility Relocation at Clear Creek Bridge - Tree Mitigation Plan	6,000
3	001-14029		Reverse: Due from CDBG-DR (Gal Co) Grant funds for acquisition of Frenchman's Creek, Building 5	(1,030,000)
3	001-10199		Reverse: Due from CDBG-DR (Gal Co) Grant funds for acquisition of Frenchman's Creek, Building 5	1,030,000
3	124-10199		Reverse: Due to General Fund from CDBG-DR (Gal Co) Grant for acquisition of Frenchman's Creek, Building 5	(1,030,000)
3	124-26010		Reverse: Due to General Fund from CDBG-DR (Gal Co) Grant for acquisition of Frenchman's Creek, Building 5	1,030,000
3	257-10199		Due from CDBG-DR (Gal Co) Grant funds for acquisition of Frenchman's Creek, Building 5	(1,030,000)
3	257-14029		Due from CDBG-DR (Gal Co) Grant funds for acquisition of Frenchman's Creek, Building 5	1,030,000
3	124-26032		Due to Bond Construction Fund from CDBG-DR (Gal Co) Grant for acquisition of Frenchman's Creek, Building 5	(1,030,000)
3	124-10199		Due to Bond Construction Fund from CDBG-DR (Gal Co) Grant for acquisition of Frenchman's Creek, Building 5	1,030,000
4	401-9002-491.9110		Transfer water & sewer working capital to unassigned general fund balance for 40% of the cost to implement Laserfiche	64,800
4	401-0000-30600		Transfer water & sewer working capital to unassigned general fund balance for 40% of the cost to implement Laserfiche	(64,800)
4	001-0000-39137		Transfer water & sewer working capital to unassigned general fund balance for 40% of the cost to implement Laserfiche	(64,800)
4	001-0000-30500		Appropriate unassigned general fund balance for implementation of Laserfiche for the City Secretary's Office	(97,200)
4	001-0716-419.7720		Appropriate unassigned GF balance & WS working capital for implementation of Laserfiche, Records Mgmt & ArcGIS, for the City Secretary's Office	95,042
4	001-0716-419.7720		Appropriate unassigned GF balance & WS working capital for implementation of Laserfiche, Contract Mgmt, for the City Secretary's Office	39,375
4	001-0716-419.7720		Appropriate unassigned GF balance & WS working capital for implementation of Laserfiche, OneSpan e-signature, for the City Secretary's Office	11,740
4	001-0716-419.7720		Appropriate unassigned GF balance & WS working capital for implementation of Laserfiche, contingency, for the City Secretary's Office	15,843
5	001-0000-38600		Appropriate donations received from All-Star Revolution LLC for dedicated park bench at Lake Friendswood	(1,265)
5	001-6430-456.5800		Appropriate donation received from All-Star Revolution LLC for dedicated park bench at Lake Friendswood	1,265
6	001-2120-421.7400		Transfer funding from Police Department Patrol division for the joint purchase of an emergency fuel trailer	(2,225)
6	001-3610-431.6510		Transfer funding from Public Works department for the joint purchase of an emergency fuel trailer	(2,225)
6	001-6460-419.6620		Transfer funding from Parks & Recreation department for the joint purchase of an emergency fuel trailer	(2,225)
6	001-2510-422.8800		Transfer funding to Fire Marshal's Office from Police, Public Works, and Parks & Recreation departments for purchase of emergency fuel trailer	6,675
7	001-0000-38600		Appropriate donations received for PDRAD to be used for RAD program expenses	(375)
7	001-2120-421.5800		Appropriate donations received for PDRAD to be used for RAD program expenses	375
8	001-0000-38210		Appropriate funds received from recycled sign material to the Public Works - Streets division to help mitigate the increase in cost of sign supplies	(1,566)
8	001-3610-431.5474		Appropriate funds received from recycled sign material to the Public Works - Streets division to help mitigate the increase in cost of sign supplies	1,566
9	001-0000-30500		Appropriate unassigned fund balance to repair and repaint four City buildings: Animal Control, Activity, Hangar, Splash Pad Restroom & Pump House*	(64,000)
9	001-6460-419.6600		Appropriate unassigned fund balance to repair and repaint the Activity Center*	20,000
9	001-6460-419.6600		Appropriate unassigned fund balance to repair and repaint the Animal Control Building*	13,000
9	001-6460-419.6600		Appropriate unassigned fund balance to repair and repaint the Stevenson Splash Pad Restroom and Pool Pump House*	15,000
9	001-6460-419.6600		Appropriate unassigned fund balance to repair and repaint the Jones Hangar*	16,000
10	001-0000-30500		Appropriate unassigned fund balance to replace nine thermostats with WIFI enabled smart thermostats, potentially saving \$16,000 per year in electricity costs*	(4,000)
10	001-6460-419.6600		Appropriate unassigned fund balance to replace nine thermostats with WIFI enabled smart thermostats, potentially saving \$16,000 per year in electricity costs*	4,000
11	401-0000-30600		Appropriate Water & Sewer working capital for the replacement of the SCADA server*	(35,000)
11	401-7001-433.8400		Appropriate Water & Sewer working capital for the replacement of the SCADA server*	35,000
12	001-0000-30500		Appropriate unassigned fund balance for a generator monitoring system*	(25,000)
12	001-2510-422.7400		Appropriate unassigned fund balance for a generator monitoring system*	25,000
13	001-0000-30500		Appropriate unassigned fund balance for a towable 25kva generator*	(28,000)
13	001-6430-456.8800		Appropriate unassigned fund balance for a towable 25kva generator*	28,000

City of Friendswood				
July 11, 2022				
2021-2022 Budget Amendment X - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
14	001-0000-30500		Appropriate unassigned fund balance for additional contract security at July 4th event	(6,500)
14	001-6422-452.7800		Appropriate unassigned fund balance for additional contract security at July 4th event	6,500
*Deferred Maintenance and Equipment				

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/08/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider the second and final reading of an ordinance amending Chapter 82 "Traffic and Vehicles," Article I "In General," Section 82-1 "Unreasonable acceleration" of the Friendswood City Code to add an offense for unreasonable acceleration.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This is the second and final reading of an ordinance amending Chapter 82 "Traffic and Vehicles," Article I "In General," Section 82-1 "Unreasonable acceleration" of the Friendswood City Code to add an offense for unreasonable acceleration. When this section of the Code was amended last, the ordinance added definitions and established prima facie evidence for the offense of unreasonable acceleration; however, the ordinance inadvertently removed the offense. This is just a clean-up item to add the offense back into Section 82-1.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Acceleration

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 82 "TRAFFIC AND VEHICLES," ARTICLE I "IN GENERAL," SECTION 82-1 "UNREASONABLE ACCELERATION" OF THE FRIENDSWOOD CITY CODE TO PROHIBIT UNREASONABLE ACCELERATION ON THE HIGHWAYS, STREETS AND ROADS WITHIN THE CORPORATE CITY LIMITS OF FRIENDSWOOD; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) FOR EACH VIOLATION OF ANY PROVISION HEREOF; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE.

WHEREAS, unreasonable acceleration, as defined in this ordinance, hereby constitutes a public nuisance and shall be prohibited; and

WHEREAS, unreasonable acceleration on city streets also constitutes a traffic safety hazard to other drivers and pedestrians; and

WHEREAS, the City Council has determined that prohibiting unreasonable acceleration is necessary for the health, safety, and welfare of the citizens of Friendswood; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this ordinance are hereby found to be true and correct.

Section 2. That Chapter 82 "Traffic and Vehicles," Article I "In General," Section 82-1 "Unreasonable Acceleration" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 82. TRAFFIC AND VEHICLES

ARTICLE I. IN GENERAL

Sec. 82-1. Unreasonable acceleration.

- (a) Offense. It shall be unlawful for any operator or driver of any motor vehicle to operate or drive such vehicle in any manner which causes unreasonable acceleration while driving or operating any such vehicle on a public street or roadway within the city.

((a)b) *Definition.*

"Unreasonable acceleration," as used in this section, means:

1. Acceleration which spins a tire or tires resulting in the breaking of traction between a tire or tires and the street surface; and
2. Is accomplished in such a manner as to cause:
 - a. A squealing or screeching sound by the tires; or
 - b. The throwing of sand or gravel by the tires of the vehicle; or
 - c. Both.

((b)c) *Evidence.* The squealing or screeching sounds emitted by the tires or the throwing of sand or gravel by the tires, or both shall constitute prima facie evidence of such unreasonable acceleration for purposes of this Article.

Section 3. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a Class C misdemeanor and shall, upon conviction thereof, be fined in an amount not to exceed TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). Each day in which any violation shall occur, or each occurrence of any violation, shall constitute a separate offense.

Section 4. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency, hereby repealed.

Section 5. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 6. That this ordinance shall become effective from and after its date of passage and its publication, as provided by law.

PASSED and APPROVED on first reading this 6th day of June, 2022.

MIKE FOREMAN, Mayor

ATTEST:

RENEE KROSS, Deputy City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

PASSED, APPROVED and ADOPTED on second and final reading this 11th day of July, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/23/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider an ordinance amending Section 8 "Leave" of the Personnel Policies of the City of Friendswood by adding Subsection 8.15 "Mental Health Leave Policy for Peace Officers," consistent with Section 614.015 of the Texas Government Code.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed ordinance amends Section 8 "Leave" of the Personnel Policies of the City of Friendswood by adding Subsection 8.15 "Mental Health Leave Policy for Peace Officers."

Section 614.015 of the Government Code requires law enforcement agencies that employ peace officers to develop and adopt a policy allowing the use of mental health leave for peace officers who experience a traumatic event in the scope of employment. In general, the mental health policy:

1. establishes guidelines under which leave may be granted;
2. provides that leave may be taken without any deduction in employment benefits, seniority, and compensation, including all special pays, leave accrual, pension benefits and eligibility for healthcare plan benefits for the duration of the leave;
3. allows for up to five (5) days of leave per year as a result of a traumatic event; provided that it is approved by the Chief of Police or ordered by a mental health professional; and
4. provides for the anonymity of the requests and any medical information related to the leave, to the extent allowed by law.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Mental Health Leave Policy
2. Exhibit A - Mental Health Leave for Peace Officers

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE PERSONNEL POLICIES OF THE CITY OF FRIENDSWOOD BY ADDING SECTION 8.15 "MENTAL HEALTH LEAVE POLICY FOR PEACE OFFICERS," CONSISTENT WITH SECTION 614.015 OF THE TEXAS GOVERNMENT CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 614.015 of the Texas Government Code provides that law enforcement agencies shall "develop and adopt a policy allowing the use of mental health leave by the peace officers employed by the agency who experience a traumatic event in the scope of that employment"; and

WHEREAS, the policy must (i) provide clear and objective guidelines establishing the circumstances under which a peace officer is granted mental health leave and may use mental health leave; (ii) entitle a peace officer to mental health leave without a deduction in salary or other compensation; (iii) enumerate the number of mental health leave days available to a peace officer; and (iv) detail the level of anonymity for a peace officer who takes mental health leave; and

WHEREAS, the City of Friendswood's Police Department has developed a policy for mental health leave for peace officers who experience a traumatic event while on duty consistent with state law; and

WHEREAS, the attached policy establishes leave, which is designed to be a resource available for eligible peace officers to support them in maintaining a healthy state of mind while at work and at home; and

WHEREAS, consistent with state law, the policy:

- (a) establishes guidelines under which leave may be granted;
- (b) provides that leave may be taken without any deduction in employment benefits, seniority, and compensation, including all special pays, leave accrual, pension benefits and eligibility for healthcare plan benefits for the duration of the leave;
- (c) allows for up to five (5) days of leave per year as a result of a traumatic event; provided that it is approved by the Chief of Police or ordered by a mental health professional; and
- (d) provides for the anonymity of the requests and any medical information related to the leave, to the extent allowed by law; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. That the facts and matters set forth in the recitals of this resolution are hereby found to be true and correct.

Section 2. That Section 8 "Leave" of the Personnel Policies of the City of Friendswood is hereby amended to include a new Subsection to be numbered and entitled Subsection 8.15 "Mental Health Leave for Peace Officers." Such subsection is attached as Exhibit "A" and incorporated herein for all intents and purposes.

Section 3. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency, hereby repealed.

Section 4. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. That this ordinance shall become effective from and after its date of passage and its publication, as provided by law.

PASSED and APPROVED on first reading this 11th day of July, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

PASSED, APPROVED and ADOPTED on second and final reading this 1st day of August, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER City Attorney

Exhibit "A"

CITY OF FRIENDSWOOD PERSONNEL POLICIES

Section 8. Leave Subsection 8.15. Mental Health Leave for Peace Officers

Effective Date:

Approved By: **Ordinance No. 2022-__**

Revision Date:

8.15. Mental Health Leave for Peace Officers.

a. Purpose.

The purpose of this policy is to allow the use of Mental Health Leave by eligible Peace Officers employed by the City of Friendswood who experienced a Traumatic Event while on duty. Such leave is designed to be a resource available for eligible Peace Officers to support them in maintaining a healthy state of mind while at work and at home; however, requesting or taking leave is not a requirement for every Traumatic Event.

b. Eligibility.

This policy applies to all eligible Peace Officers within the City of Friendswood Police Department. The Chief will be responsible for communicating and implementing this policy within the Department.

c. Definitions.

The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Chief means the Chief of Police of the Friendswood Police Department or his/her designee.

City means the City of Friendswood, Texas.

Confidentiality means a duty of an individual to refrain from sharing confidential information with others about a Peace Officer applying for and/or taking Mental Health Leave under this policy, in accordance with applicable local, state, or federal laws and regulations.

Department means the Police Department of the City of Friendswood.

Mental Health Leave shall mean paid leave granted by the Chief to eligible Peace Officers pursuant to this policy.

Mental Health Professional means a person who by education and experience is professionally qualified to provide counselling interventions designed to facilitate individual achievement of human development goals and remediate mental, emotional, or behavioral disorders, and associated distresses, which interfere with mental health and development. This person must be licensed to provide services in the State of Texas.

Peace Officer means an individual described by Article 2.12, Code of Criminal Procedure, who employed by the City and is licensed by the Texas Commission on Law Enforcement.

Scope of Employment means an activity of any kind or character that has to do with and originates in the work as a Peace Officer of the City and is performed by the Peace Officer while engaged in or about the furtherance of the affairs or business of the City.

Traumatic Event means an event, series of events, incident, or set of circumstances that (i) was experienced by the Peace Officer while on duty during the Scope of Employment; (ii) was physically harmful, emotionally harmful, or life-threatening; and (iii) has the potential to cause lasting adverse effects on the Peace Officer's functioning and mental, physical, social, or emotional well-being outside of the typical setting for the position. Examples include, but are not limited to:

- (a) any officer-involved shooting;
- (b) line of duty death or suicide of a member of the Department;
- (c) any investigations by the Peace Officer involving deaths or serious bodily injury of individuals;
- (d) any investigations by the Peace Officer involving abuse of individuals;
- (e) witnessing of a sudden violent death;
- (f) witnessing severe human suffering; and/or
- (g) experiencing any physical or sexual assault.

d. Procedure.

1. *In General.* The use of Mental Health Leave may be granted after a Peace Officer experiences a Traumatic Event during the Scope of Employment and in accordance with departmental and City policies and procedures. Mental Health Leave is to be used to receive assistance in dealing with the Traumatic Event that was experienced. Eligible Peace Officers must provide a written request for Mental Health Leave to their supervisor(s) or the Chief. For each Traumatic Event, Mental Health Leave may be granted in accordance with this policy.
2. *Leave.* Mental Health Leave for a Traumatic Event shall be (i) at the discretion of the Chief, who will base his/her decision upon the information provided to him/her after the event occurs, or (ii) ordered by a Mental Health Professional. Leave may only be granted as a result of a Traumatic Event.
3. *Leave Request.* Eligible Peace Officers must submit a written request for Mental Health Leave along with documentation supporting such leave to the Chief in order to be considered for Mental Health Leave. The following will suffice as documented justification:
 - (a) physician note or
 - (b) therapist/counselor note.
4. *Review of Mental Health Leave Request.* Upon receipt of a written Mental Health Leave request, the Chief will notify the City's Human Resources Department. The Chief will:
 - (a) review the request;

- (b) determine if the request qualifies for Mental Health Leave;
- (c) approve or deny the request;
- (d) render a decision on the granting of the leave and setting the length thereof no later than five (5) working days following the receipt of the request by the Chief; and
- (e) notify Human Resources of the determination.

5. *Hours of Leave Afforded.* Peace officers who meet all eligibility requirements and are granted are entitled to up to five (5) days (40 hours) of Mental Health Leave per calendar year. All Mental Health Leave taken pursuant to this policy will run concurrently with FMLA or any other leave provided by the City.

6. *Return to Work.* Prior to returning to work after Mental Health Leave, the Peace Officer must provide a letter of clearance by his/her Mental Health Professional indicating he/she is released to return to work with or without reasonable accommodations.

e. Impact on Benefits and Other Leave.

Peace officers on Mental Health Leave will continue to be eligible for all employment benefits, seniority, and compensation, including continuing their special pays, leave accrual, pension benefits and eligibility for healthcare plan benefits for the duration of the leave. While on Mental Health Leave, the City will not reduce a Peace Officer's sick leave balance, vacation leave balance, holiday leave balance or other paid leave balances in connection with Mental Health Leave taken in accordance with this policy. Sick leave used prior to the approval of the leave by the Chief will be reinstated to the Peace Officer's sick leave balance up to the number of days allowed for the Peace Officer's Mental Health Leave.

f. Confidentiality.

The City will endeavor to keep requests to take Mental Health Leave and any medical information related to Mental Health Leave under this policy confidential to the extent allowed by law. Any request for Mental Health Leave by a Peace Officer shall be treated as confidential by all parties involved and shall not be discussed or disclosed except as necessary to facilitate the use of the leave. Confidentiality may be waived (i) by the Peace Officer seeking Mental Health Leave, (ii) under circumstances which indicate the Peace Officer is a danger to himself/herself or others, or (iii) as necessary to carry out the Department's duties under the law. Additionally, nothing contained herein regarding the confidential nature of the Mental Health Leave shall prohibit the sharing of information with those entitled to access in accordance with state and federal laws and regulations. Information will be kept separate from the eligible Peace Officer's general personnel file. The City cannot guarantee anonymity of information that is otherwise public or necessary to carry out the City's duties in accordance with applicable laws and regulations.

Employees, who participate in gossip or violations of this subsection, may be subject to disciplinary action. If a supervisor becomes aware of a violation of this subsection by another member of the Department, then that supervisor shall take appropriate action to address or report the violation.

g. Other Employment during Leave Prohibited.

Under no circumstances may a Peace Officer on Mental Health Leave engage in outside employment during the period of leave unless expressly authorized in writing in advance by the Chief.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/23/2022

Prepared by: Renee Kross, Deputy City Secretary

Subject: Consider a resolution registering the City of Friendswood's support of the Texas Department of Transportation's construction of Segments A and B of Texas State Highway 99, located in Galveston and Brazoria Counties, Texas.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution registering the City of Friendswood's support of the Texas Department of Transportation's construction of Segments A and B of Texas State Highway 99, located in Galveston and Brazoria Counties, Texas.

On November 17, 2002, the City Council approved Friendswood Resolution No. R2003-48, which supported the construction of Grand Parkway Route N-1 of Segment B. The proposed resolution reiterates said support for the construction of Segments A and B, which will support the City of Friendswood and its surrounding partners.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Resolution - Support for Grand Parkway

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, REGISTERING ITS SUPPORT OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S CONSTRUCTION OF TEXAS STATE HIGHWAY 99 (SH99) (GRAND PARKWAY) SEGMENTS A AND B IN GALVESTON AND BRAZORIA COUNTIES, TEXAS; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, the City of Friendswood ("City") recognizes the important work Texas Department of Transportation ("TxDOT") performs for the State of Texas including the advancement of transportation movements within Galveston County; and

WHEREAS, our region is subject to natural and man-made disasters that can lead – and have led – to mass evacuations, debilitating business disruptions, road closures, long-term transportation limitations, and fewer transportation options for everyone; and

WHEREAS, State Highway 99 ("SH 99" or the "Grand Parkway") was first identified as a long-range, priority transportation investment in 1961 and specifically identified in Houston-Galveston area's first Regional Transportation Plan in 1989 and in all subsequent long-range plans; and was identified as a tolled facility in the 2025 Regional Transportation Plan approved in June 2005; and

WHEREAS, TxDOT and the counties of Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, and Montgomery entered into a Market Valuation Waiver Agreement in 2009 that defined the scope of SH 99, which was approved in 2008; and

WHEREAS, segments of SH 99 north and south of IH 10, west of Houston, and east and west of IH 69, north of Houston, have been constructed and are operational and that these Grand Parkway segments are or have successfully paid for themselves through tolls, as would Segment B; and

WHEREAS, construction of the segment of SH 99 - Grand Parkway's Segment B - from I-45 South to SH 288 is (i) an essential evacuation route, (ii) a critical corridor for citizens' daily use, (iii) a demonstrated means to reduce regional traffic congestion, and (iv) will support on-going economic development across Galveston and Brazoria Counties; and

WHEREAS, Galveston County voters approved a bond issue in 2000 for use as Galveston County's share of the record of decision process made in November 2018 for construction of SH 99 Segment B; and municipalities and counties, over the past 20 years, have committed and expended funds and resources toward the development of Segments A and B, under the assumption the TxDOT would continue to honor its commitments; and

WHEREAS, TxDOT has defined Segments A, B, and C as well as completing the environmental determinations for Segment B; and

WHEREAS, progress on Segments A, B, and C of the Grand Parkway have stalled at the state level, and there have been conflicting and mixed messages from state officials from the Governor on down that have resulted in legal hold-ups, tentativeness, and confusion at all levels

of the process to complete the Grand Parkway, thus keeping lives and livelihoods at risk and negatively affecting regional mobility and stifling commerce and economic development;

WHEREAS, the City of Friendswood desires to register its support of support of the Texas Department of Transportation's construction of Texas State Highway 99 Segment B in Galveston and Brazoria Counties, Texas; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. That the facts and matters set forth in the recitals of this resolution are hereby found to be true and correct.

Section 2. That the City Council hereby registers its support of the Texas Department of Transportation's construction of Grand Parkway, Segment B in Galveston and Brazoria Counties, Texas. The City Council further encourages TxDOT to fast-track the development and implementation of construction for Segment A through grandfathering and other appropriate actions that expedite the process, in accordance with state law and accepted practice, including, without limitation, ensuring no segments of the Grand Parkway are removed from the Unified Transportation Program.

Section 3. That the City Manager is authorized to take all actions necessary to register the City's support of the construction of SH 99.

Section 4. That this resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 11th day of July, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/15/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider approving a School Zone Agreement with Friendswood Independent School District.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item will allow Council to approve a School Zone Agreement (the "Agreement") with Friendswood Independent School District ("FISD") for increased patrols within school zones located in the City during the 2022-23 school year. Pursuant to the Agreement, the City will provide five (5) police officers to staff school zones during the morning and afternoon school zone times; provided that such officers are not assigned elsewhere in the City due to an emergency, a shortage of officers or another reason determined in the Chief's sole discretion. FISD will pay for school zone coverage based upon the actual number of student school days.

The City and FISD have enjoyed a working relationship concerning the provision of school zone officers for over twenty (20) years. The proposed agreement is similar to past agreements between the parties.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. School Zone Agreement

SCHOOL ZONE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This School Zone Agreement ("Agreement") is made and entered into this ____ day of June, 2022, by and between the Friendswood Independent School District ("FISD"), and the City of Friendswood ("City").

WITNESSETH:

WHEREAS, FISD and the CITY desire to increase safety of school zones within its overlapping territorial limits; and

WHEREAS, FISD desires to have the City through its Chief of Police, hereinafter called "Chief," authorize the continued increased patrols within FISD's school zones that are located within the incorporated limits of the City during the 2022-23 school year; and

WHEREAS, FISD is willing to pay the City an amount as calculated hereinbelow to offset a portion of the cost to the City to perform increased patrols; and

WHEREAS, the City desires to perform the services requested by FISD in order to protect the health, safety, and welfare of its citizens;

NOW THEREFORE, in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

1. DATES OF AGREEMENT. This Agreement will commence on September 1, 2022, and expire on August 31, 2023. This Agreement may be extended or canceled by either party giving ninety (90) days' written notice to the other party. Should either party fail to appropriate funds necessary to fulfill the terms of this Agreement, it shall give immediate notice to the other party and the Agreement shall expire upon close of the currently funded fiscal year or when current revenues are no longer available to fund this Agreement, whichever comes first. It is expressly understood and agreed that this Agreement may be terminated by the City if FISD defaults in timely paying any obligation herein and fails to cure such default within five (5) days of receiving written notice thereof. If FISD fails to cure the default within the five-day period, the City shall be relieved of its obligations under this Agreement and the Agreement shall be deemed terminated effective after the expiration of the five-day cure period. Likewise, FISD shall have the right to terminate this Agreement should the City default in its obligations and fail to cure such default within five (5) days of receiving written notice thereof. Any notice permitted or required to be given in this paragraph to FISD shall be given by registered or certified United States mail, postage paid, return receipt requested and addressed to FISD, Attn: Superintendent of Schools, 402 Laurel Drive, Friendswood, Texas 77546. Any notice permitted or required to be given in this paragraph to the City shall be given by registered or certified United States mail postage paid, return receipt requested, addressed to the City, Attention: City Manager, 910 S. Friendswood Dr., Friendswood, TX 77546. All notices hereunder given shall be deemed validly given when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle if the notice otherwise complies with all of the requisites of this section.
2. OFFICERS PROVIDED. The Chief will provide five (5) police officers to staff the school zones during the morning and afternoon school zone times. Officers will be assigned to Windsong Intermediate, Westwood/Bales and Friendswood Junior High School.
3. TEMPORARY REASSIGNMENT OF OFFICERS. It is expressly agreed and understood between FISD and the City that, if in the opinion of the Chief, it is necessary to use the officers assigned to carry out this Agreement for other duties due to an emergency, shortage of

officers or other reasons as determined solely by the Chief, that the Chief may temporarily suspend the assignment of such officers.

4. COMPENSATION. FISD shall pay the City for school zone coverage for all student school days for the 2022-2023 school year. Payment shall be made to the City following the end of each semester, and shall be made from current revenues available to FISD. It is the intent of this Agreement that money payments be made by the FISD to the City based upon billings for actual number of student days. The City shall submit bills to the FISD by January 30th and June 30th, and payment will be made by February 28th and July 30th. Subject to any adjustment in hourly rates pursuant to Section 6.b, the following formula will be utilized to compute salary expenses:

Five (5) Officers @ \$33.00 per hour* (Two (2) hours plus benefits (TMRS, Social Security, etc.)) = Daily Rate per student day per officer.

5. INDEPENDENT CONTRACTORS OF FISD. The officers are the employees of the City and not employees of FISD. The City shall be solely responsible for the compensation, assignment, training, and supervision of the officers, who shall remain in control and supervision of the City, which shall ensure that the officers have completed all background checks as required by the City and FISD under Texas law.

6. MISCELLANEOUS.

a. The City will provide marked police cars to support traffic control duties to each officer performing duties hereunder. The City will provide all fuel, maintenance, and insurance costs for the vehicles as well as all other equipment normally provided to marked patrol cars. The City shall remain solely responsible for the officers' use of the police cars.

b. At mid-year (January), FISD and City personnel will meet to re-evaluate each school zone to determine the number of officers needed and to determine any adjustment to the hourly rate charged to cover salary growth for the following school year.

c. This Agreement is authorized by the governing body of each of the parties to the Agreement.

d. This Agreement represents the complete agreement between the FISD and the City for the services required herein and supersedes any prior understandings of written or oral agreements between the parties with respect to such services.

e. This Agreement is entered under authority of and in accordance with the provision of Chapter 791, Texas Government Code, V.T.C.A.

f. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.

IN WITNESS WHEREOF, the undersigned execute this Agreement on this ____ day of June, 2022.

CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager

Date

H:\Contracts\FISD School Zone Agreement\School Zone Agreement.docx

FRIENDSWOOD INDEPENDENT
SCHOOL DISTRICT

THAD ROHER, Superintendent of Schools

Date

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/24/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider accepting the Challenge Elite Sports - Beamer Water Line Extension Project and initiating the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This item accepts the Challenge Elite Sports - Beamer Water Line Extension Project (the "Project") and initiates the one-year maintenance period. Friendswood Investment LLC c/o David Mai (the "Contractor") tendered a cash bond, in lieu of a maintenance bond, in the amount of \$63,559, which is the full project cost. The cash bond allows the City to draw on the bond if maintenance work is required and not performed by the Contractor. The City is to provide a monthly accounting in any month during which funds are deducted. At the end of the maintenance period, the City shall refund any balance of the cash bond. The Contractor has waived any right to receive interest on the bond deposited with the City. The maintenance bond period will be from July 11, 2022 through July 11, 2023.

City Staff has inspected the aforementioned infrastructure and found it to be built in compliance with City specifications.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Construction of the water line extends City water service an additional 660 feet northwest on Beamer Road. The City's Utility Master Plan calls for the water line to eventually be extended to Dixie Farm Road.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Contractor's Certification of Final Completion
2. Challenger Elite - Cash Bond

DOCUMENT 00790

CONTRACTOR'S CERTIFICATION OF FINAL COMPLETION

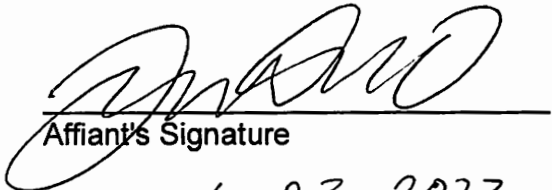
PROJECT NAME: **Challenge Elite Sports**

PROJECT NUMBER:

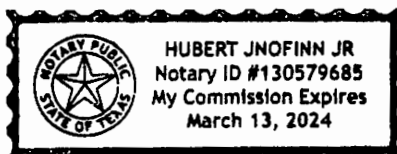
[INSERT BID, CSP, RFP] No.: **63,500**

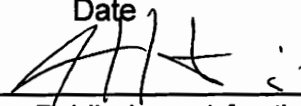
CONTRACT DATED: **April 27, 2022**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Jose Serrano** who, being by me duly sworn, on his oath says that he or she represents **Jms Construction Group**, the Contractor who has performed a contract with the City of Friendswood for the construction of the Work described above, and is duly authorized to make this affidavit; that he or she has personally examined the Work described above as required by the Contract Documents; that said Work and all items thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up and removed or disposed of as directed by the **Owner**; that all parts of Work are in a neat, tidy, finished condition and ready in all respects for acceptance by the City; that all gravel or shell roadway surfaces removed during the course of the Work have been replaced in accordance with the City of Friendswood Technical Specifications, that rates of pay for all labor employed on said Work have not been below the minimum set out in "Labor Classification and Minimum Wage Scale" in the Contract Documents and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus, used in, on, or in connection with the Work have been paid in full by the Contractor.


Affiant's Signature

SWORN AND SUBSCRIBED before me on 6-23-2022
Date




Notary Public in and for the State of Texas

Hubert Jnofinn JR
Print or type name

My Commission Expires: March 13, 2024
Expiration Date

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**CONTRACTOR'S CERTIFICATION
OF FINAL COMPLETION**

THIS IS TO CERTIFY that I have thoroughly inspected the Work performed by the above named Contractor on the above described Contract and find all things in accordance with the Contract documents governing this Work.

Hailee Medwedeff

[INSERT YOUR NAME]

[INSERT YOUR TITLE]

City of Friendswood

06/23/2022

Date

END OF DOCUMENT

Date: June 23, 2022

To : City of Friendswood Engineering department

Subject: *Water line extension completion notice*

Challenge Elite Sports 14150 Beamer Rd water line extension

To Whom it may concern,

Being the contractor of project, I am hereby reporting that installation and construction of the water line extension has been completed per plans successfully. All connections have been provided as per requirements of the approved plans sealed and dated March 1 ,2022 from WGA Consulting engineers 2500 Tanglewilde Suite 120, Houston, TX 77063

See also attached as-builts

Execution of construction is in accordance with agreement that was signed at the time of beginning of this project. Likewise, this project scope and its construction have also been inspected and verified by the city of Friendswood building department .

This construction project was allotted to my team on April 27, 2022 . The last date to complete this project was May 24, 2022. city inspection and site work approval was on May 24, 2022.

As the installing contractor I take whole responsibility for the construction of this water line extension for a period of 1 year. I shall provide maintenance surety bond as requested by the city of Friendswood as required.

Sincerely,

Jose Serrano

Jms Construction Group

832-989-9018

CASH BOND

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GALVESTON

§

§

Friendswood Investment LLC, c/o David Mai (the "Contractor") shall deposit SIXTY-THREE THOUSAND FIVE HUNDRED FIFTY-NINE AND 75/100 DOLLARS (\$63,559.75) in cash with the City of Friendswood (the "City") in lieu of the required maintenance bond for the Challenge Elite Sports – Beamer Water Line Extension Project (the "Project").

The purpose of this cash bond is to protect the City from any costs and/or expenses associated with any defective work regarding the Project discovered during the maintenance period, which commences on July 11, 2022, and ends on July 11, 2023 (the "Maintenance Period"). This cash deposit is conditioned upon the Contractor abiding by its obligation to perform all maintenance work on the Project during the Maintenance Period. Should the Contractor fail to do so after having been given written notice and a reasonable opportunity to perform the required maintenance work, as determined in the sole discretion of the City Engineer of the City of Friendswood, the City may make the repairs and deduct the amount for the same from the cash bond. The City shall provide the Contractor a monthly accounting of all repairs and deductions made to the cash bond, which accounting shall be made only if a deduction has been made for which no prior accounting has been tendered. Upon expiration of the Maintenance Period, the City shall refund any balance of the cash bond to the Contractor, upon written application for same. It is expressly understood and agreed that the Contractor shall not be entitled to any interest earned on the cash bond deposited with the City and hereby waives any right to the same.

Notices to the Contractor required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the Contractor at the address prescribed hereinbelow. Venue for all purposes under this bond shall lie in Galveston County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 27 day of JUNE, 2022.

CONTRACTOR

Friendswood Investment LLC

By: David Mai

Printed Name: David Mai

Title:

Address: 902 Woodcrest Drive

Friendswood, TX 77546

ACCEPTED BY:

CITY OF FRIENDSWOOD, TEXAS

By: Morad Kabiri

Printed Name: Morad Kabiri

Title: City Manager

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 05/12/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider accepting the May 2022 tax report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. May 2022 Gal Tax



Cheryl E. Johnson, PCC
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us



June 13, 2022

The Governmental Entities of the Galveston County Tax Assessor/Collector's Office:

I, Cheryl E. Johnson, Tax Assessor and Collector of the County of Galveston do solemnly swear that this statement of collections made by me and the disposition thereof during the month of May, 2022 is true and correct.

Under my hand and seal this 13th day of June, 2022.

Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector

cc: Randall Rice, County Auditor
Linebarger, Goggan, Blair, & Simpson
Perdue, Brandon, Fielder, Collins, & Mott
Assessment & Collection Partners:

City of Bayou Vista
City of Clear Lake Shores (delinquent)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Dickinson Independent School District
Galveston Independent School District
High Island Independent School District
Hitchcock Independent School District
College of the Mainland

Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
Galveston County MUD No. 44
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1
WCID No. 12
WCID No. 19
Westwood Management District

06/01/2022 14:57:28 4023338
TC298-D DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 05/01/2022 THRU 05/31/2022
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 31
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2021	M & O	.385147	79,185.99	.00	5,937.00	.00	85,122.99	362.21	.00	.00	85,485.20
	I & S	.102167	21,005.57	.00	1,574.85	.00	22,580.42	.00	.00	.00	22,580.42
	TOTAL	.487314	100,191.56	.00	7,511.85	.00	107,703.41	362.21	.00	.00	108,065.62
2020	M & O	.392153	969.66-	.00	339.71	.00	629.95-	269.49	.00	.00	360.46-
	I & S	.095161	235.29-	.00	82.42	.00	152.87-	.00	.00	.00	152.87-
	TOTAL	.487314	1,204.95-	.00	422.13	.00	782.82-	269.49	.00	.00	513.33-
2019	M & O	.432160	254.51	.00	100.33	.00	354.84	84.36	.00	.00	439.20
	I & S	.089279	52.58	.00	20.73	.00	73.31	.00	.00	.00	73.31
	TOTAL	.521439	307.09	.00	121.06	.00	428.15	84.36	.00	.00	512.51
2018	M & O	.437173	129.98	.00	67.59	.00	197.57	48.12	.00	.00	245.69
	I & S	.095218	28.31	.00	14.72	.00	43.03	.00	.00	.00	43.03
	TOTAL	.532391	158.29	.00	82.31	.00	240.60	48.12	.00	.00	288.72
2017	M & O	.432349	128.54	.00	82.27	.00	210.81	51.43	.00	.00	262.24
	I & S	.095000	28.25	.00	18.08	.00	46.33	.00	.00	.00	46.33
	TOTAL	.527349	156.79	.00	100.35	.00	257.14	51.43	.00	.00	308.57
2016	M & O	.462000	137.36	.00	104.39	.00	241.75	57.14	.00	.00	298.89
	I & S	.084000	24.97	.00	18.98	.00	43.95	.00	.00	.00	43.95
	TOTAL	.546000	162.33	.00	123.37	.00	285.70	57.14	.00	.00	342.84
2015	M & O	.497200	427.14	.00	234.59	.00	661.73	63.57	.00	.00	725.30
	I & S	.071500	61.43	.00	33.74	.00	95.17	.00	.00	.00	95.17
	TOTAL	.568700	488.57	.00	268.33	.00	756.90	63.57	.00	.00	820.47
2014	M & O	.530300	286.48	.00	130.11	.00	416.59	.00	.00	.00	416.59
	I & S	.061100	33.01	.00	14.99	.00	48.00	.00	.00	.00	48.00
	TOTAL	.591400	319.49	.00	145.10	.00	464.59	.00	.00	.00	464.59
2013	M & O	.530300	280.13	.00	149.64	.00	429.77	.00	.00	.00	429.77
	I & S	.061100	32.28	.00	17.24	.00	49.52	.00	.00	.00	49.52
	TOTAL	.591400	312.41	.00	166.88	.00	479.29	.00	.00	.00	479.29
2012	M & O	.530700	280.35	.00	172.18	.00	452.53	.00	.00	.00	452.53
	I & S	.066300	35.02	.00	21.51	.00	56.53	.00	.00	.00	56.53
	TOTAL	.597000	315.37	.00	193.69	.00	509.06	.00	.00	.00	509.06
2011	M & O	.521800	282.46	.00	196.08	.00	478.54	.00	.00	.00	478.54
	I & S	.068400	37.03	.00	25.70	.00	62.73	.00	.00	.00	62.73
	TOTAL	.590200	319.49	.00	221.78	.00	541.27	.00	.00	.00	541.27
2010	M & O	.519800	283.83	.00	219.73	.00	503.56	.00	.00	.00	503.56
	I & S	.065300	35.66	.00	27.60	.00	63.26	.00	.00	.00	63.26
	TOTAL	.585100	319.49	.00	247.33	.00	566.82	.00	.00	.00	566.82

06/01/2022 14:57:28 4023338
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 05/01/2022 THRU 05/31/2022
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 32
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2009	M & O	.499700	275.40	.00	235.23	.00	510.63	.00	.00	.00	510.63
	I & S	.080000	44.09	.00	37.66	.00	81.75	.00	.00	.00	81.75
	TOTAL	.579700	319.49	.00	272.89	.00	592.38	.00	.00	.00	592.38
2008	M & O	.509700	105.06	.00	95.35	.00	200.41	.00	.00	.00	200.41
	I & S	.070000	14.43	.00	13.09	.00	27.52	.00	.00	.00	27.52
	TOTAL	.579700	119.49	.00	108.44	.00	227.93	.00	.00	.00	227.93
2007	M & O	.501600	20.95	.00	21.25	.00	42.20	.00	.00	.00	42.20
	I & S	.074800	3.12	.00	3.17	.00	6.29	.00	.00	.00	6.29
	TOTAL	.576400	24.07	.00	24.42	.00	48.49	.00	.00	.00	48.49
2006	M & O	.512000	44.16	.00	54.94	.00	99.10	12.15	.00	.00	111.25
	I & S	.070100	6.05	.00	7.52	.00	13.57	.00	.00	.00	13.57
	TOTAL	.582100	50.21	.00	62.46	.00	112.67	12.15	.00	.00	124.82
ALL	M & O		81,152.68	.00	8,140.39	.00	89,293.07	948.47	.00	.00	90,241.54
ALL	I & S		21,206.51	.00	1,932.00	.00	23,138.51	.00	.00	.00	23,138.51
ALL	TOTAL		102,359.19	.00	10,072.39	.00	112,431.58	948.47	.00	.00	113,380.05
DLQ	M & O		1,966.69	.00	2,203.39	.00	4,170.08	586.26	.00	.00	4,756.34
DLQ	I & S		200.94	.00	357.15	.00	558.09	.00	.00	.00	558.09
DLQ	TOTAL		2,167.63	.00	2,560.54	.00	4,728.17	586.26	.00	.00	5,314.43
CURR	M & O		79,185.99	.00	5,937.00	.00	85,122.99	362.21	.00	.00	85,485.20
CURR	I & S		21,005.57	.00	1,574.85	.00	22,580.42	.00	.00	.00	22,580.42
CURR	TOTAL		100,191.56	.00	7,511.85	.00	107,703.41	362.21	.00	.00	108,065.62

FISCAL START: 08/01/2021 END: 07/31/2022 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	4,214,667,192	222,807,586	4,437,474,778	00.487314	20,895,566.43	16,619

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2021	19,829,708.43	1,065,858.00	1,065,858.00	20,411,392.33	20,411,392.33	484,174.10	97.68	0.00
2020	163,896.15	26,274.06-	26,274.06-	87,409.81	87,409.81	50,212.28	63.51	0.00
2019	51,659.09	4,827.51-	4,827.51-	10,835.69	10,835.69	35,995.89	23.14	0.04-
2018	26,368.69	1,116.38-	1,116.38-	4,124.60	4,124.60	21,127.71	16.33	0.00
2017	16,281.55	65.92-	65.92-	2,520.20	2,520.20	13,695.43	15.54	0.00
2016	14,103.51	123.32-	123.32-	1,854.79	1,854.79	12,125.40	13.27	123.32-
2015	13,124.77	.00	0.00	1,276.57	1,276.57	11,848.20	9.73	0.00
2014	13,834.13	.00	0.00	1,221.16	1,221.16	12,612.97	8.83	0.00
2013	10,529.67	.00	0.00	983.91	983.91	9,679.63	9.23	0.00
2012	9,853.75	.00	0.00	961.59	961.59	9,568.08	9.13	0.00
2011	4,816.43	188.90-	188.90-	872.52	872.52	8,981.23	8.85	0.00
2010	6,212.93	145.52-	145.52-	896.51	896.51	5,170.90	14.78	145.52-
2009	5,594.70	625.90-	625.90-	679.33	679.33	4,289.47	13.67	625.90-
2008	1,976.80	622.34-	622.34-	33.35	33.35	1,321.11	2.46	622.34-
2007	2,757.39	.00	0.00	50.21	50.21	2,707.18	1.82	0.00
2006	1,421.45	.00	0.00	122.84	122.84	1,298.61	8.64	0.00
2005	640.47	.00	0.00	0.00	0.00	640.47	0.00	0.00
2004	647.12	.00	0.00	0.00	0.00	647.12	0.00	0.00
2003	941.66	412.09-	412.09-	0.00	0.00	512.76	412.09-	412.09-
2002	510.23	412.09-	412.09-	0.00	0.00	98.14	412.09-	412.09-
2001								
2000								
****	20,186,467.31	1,030,631.88	1,030,631.88	20,526,138.92	20,526,138.92	690,960.27		2,942.29-

06/01/2022 14:55:04
TC298-M SELECTION: DEPOSIT

4023338

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 05/01/2022 THRU 05/31/2022
JURISDICTION: 337 FRIENDWD CITY

PAGE: 470
INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2020	RF220518	1000420000002	202012	272.52-	0.00	0.00	0.00 HK21	272.52	0.00 RF
2020	RF220518	1000420000002	202012	0.00	0.00	0.00	0.00 HK21	272.52-	272.52-RF
2020	RF220518	1043380000052	202107	0.00	0.00	0.00	0.00 HK21	437.45-	437.45-RF
2020	RF220518	1043380000052	202107	308.93-	0.00	55.61-	72.91-HK21	437.45	0.00 RF
2020	RF220518	1084720000022	202012	687.16-	0.00	0.00	0.00 HK21	687.16	0.00 RF
2020	RF220518	1084720000022	202012	0.00	0.00	0.00	0.00 HK21	687.16-	687.16-RF
2020	RF220518	1084780000007	202012	0.00	0.00	0.00	0.00 HK21	245.87-	245.87-RF
2020	RF220518	1084780000007	202012	245.87-	0.00	0.00	0.00 HK21	245.87	0.00 RF
2020	RF220505	168025	202012	133.71-	0.00	0.00	0.00 20S1	133.71	0.00 RF
2020	RF220505	168025	202012	0.00	0.00	0.00	0.00 20S1	133.71-	133.71-RF
2020	RF220505	168646	202101	0.00	0.00	0.00	0.00 20S1	121.83-	121.83-RF
2020	RF220505	168646	202101	121.83-	0.00	0.00	0.00 20S1	121.83	0.00 RF
2020	RF220505	168909	202012	0.00	0.00	0.00	0.00 20S1	121.83-	121.83-RF
2020	RF220505	168909	202012	121.83-	0.00	0.00	0.00 20S1	121.83	0.00 RF
2020	RF220505	169113	202105	0.00	0.00	0.00	0.00 20S1	19.07-	19.07-RF
2020	RF220505	169113	202105	16.88-	0.00	2.19-	0.00 20S1	19.07	0.00 RF
2020	RF220519	201425	202101	243.66-	0.00	0.00	0.00 CERT	243.66	0.00 RF
2020	RF220519	201425	202101	0.00	0.00	0.00	0.00 CERT	243.66-	243.66-RF
2020	RF220505	202138	202012	0.00	0.00	0.00	0.00 20S1	280.95-	280.95-RF
2020	RF220505	202138	202012	280.95-	0.00	0.00	0.00 20S1	280.95	0.00 RF
2020	RF220505	202303	202012	0.00	0.00	0.00	0.00 20S1	270.71-	270.71-RF
2020	RF220505	202303	202012	270.71-	0.00	0.00	0.00 20S1	270.71	0.00 RF
2020	RF220505	203294	202012	186.29-	0.00	0.00	0.00 20S1	186.29	0.00 RF
2020	RF220505	203294	202012	0.00	0.00	0.00	0.00 20S1	186.29-	186.29-RF
2020	RF220505	293516	202012	0.00	0.00	0.00	0.00 20S1	277.25-	277.25-RF
2020	RF220505	293516	202012	277.25-	0.00	0.00	0.00 20S1	277.25	0.00 RF
2020	RF220505	352828	202101	0.00	0.00	0.00	0.00 20S1	214.42-	214.42-RF
2020	RF220505	352828	202101	214.42-	0.00	0.00	0.00 20S1	214.42	0.00 RF
2020	RF220505	394572	202012	322.22-	0.00	0.00	0.00 20S1	322.22	0.00 RF
2020	RF220505	394572	202012	0.00	0.00	0.00	0.00 20S1	322.22-	322.22-RF
2020	RF220519	413984	202101	633.51-	0.00	0.00	0.00 CERT	633.51	0.00 RF
2020	RF220519	413984	202101	0.00	0.00	0.00	0.00 CERT	633.51-	633.51-RF
2020	RF220505	605221	202012	0.00	0.00	0.00	0.00 20S1	490.18-	490.18-RF
2020	RF220505	605221	202012	490.18-	0.00	0.00	0.00 20S1	490.18	0.00 RF
2020	RF220505	606674	202012	0.00	0.00	0.00	0.00 20S1	404.73-	404.73-RF
2020	RF220505	606674	202012	404.73-	0.00	0.00	0.00 20S1	404.73	0.00 RF
2020 TOTAL				5,232.65-	0.00	57.80-	72.91-	0.00	5,363.36-
2021	RF220518	1000420000002	202112	0.00	0.00	0.00	0.00 HK09	288.82-	288.82-RF
2021	RF220518	1000420000002	202112	288.82-	0.00	0.00	0.00 HK09	288.82	0.00 RF
2021	RF220518	1000450000003	202201	0.00	0.00	0.00	0.00 HK09	60.91-	60.91-RF
2021	RF220518	1000450000003	202201	60.91-	0.00	0.00	0.00 HK09	60.91	0.00 RF
2021	RF220518	1000450000008	202202	112.67-	0.00	0.00	0.00 HK09	112.67	0.00 RF

06/01/2022 14:55:04
TC298-M SELECTION: DEPOSIT

4023338

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 05/01/2022 THRU 05/31/2022
JURISDICTION: 337 FRIENDWD CITY

PAGE: 471
INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2021	RF220518	1000450000008	202202	0.00	0.00	0.00	0.00 HK09	112.67-	112.67-RF
2021	RF220518	1000460000016	202112	0.00	0.00	0.00	0.00 HK09	171.72-	171.72-RF
2021	RF220518	1000460000016	202112	171.72-	0.00	0.00 HK09	0.00 HK09	171.72-	0.00 RF
2021	RF220518	1022360000008	202112	0.00	0.00	0.00	0.00 HK09	212.04-	212.04-RF
2021	RF220518	1022360000008	202112	212.04-	0.00	0.00	0.00 HK09	212.04-	0.00 RF
2021	RF220518	10557500000045	202201	0.00	0.00	0.00	0.00 HK09	121.83-	121.83-RF
2021	RF220518	10557500000045	202201	121.83-	0.00	0.00	0.00 HK09	121.83-	0.00 RF
2021	RF220518	10847200000022	202112	1,262.18-	0.00	0.00	0.00 HK09	1,262.18	0.00 RF
2021	RF220518	10847200000022	202112	0.00	0.00	0.00	0.00 HK09	1,262.18-	1,262.18-RF
2021	RF220518	10847200000030	202201	121.83-	0.00	0.00	0.00 HK09	121.83	0.00 RF
2021	RF220518	10847600000007	202201	0.00	0.00	0.00	0.00 HK09	121.83-	121.83-RF
2021	RF220518	10847600000007	202112	268.88-	0.00	0.00	0.00 HK09	268.88	0.00 RF
2021	RF220518	10983200000016	202202	0.00	0.00	0.00	0.00 HK09	268.88-	268.88-RF
2021	RF220518	10983200000016	202202	0.00	0.00	0.00	0.00 HK09	130.35-	130.35-RF
2021	RF220518	10983200000016	202201	121.82-	0.00	8.53-	0.00 HK09	130.35	0.00 RF
2021	RF220518	1184320010004	202201	0.00	0.00	0.00	0.00 HK09	3,967.59-	3,967.59-RF
2021	RF220518	1184320010004	202201	3,967.59-	0.00	0.00	0.00 HK09	3,967.59	0.00 RF
2021	RF220518	1227720030006	202112	389.09-	0.00	0.00	0.00 HK09	389.09	0.00 RF
2021	RF220518	1227720030006	202112	0.00	0.00	0.00	0.00 HK09	389.09-	389.09-RF
2021	CP220520	1254280030005	202204	2,163.87-	0.00	238.03-	0.00 CERT	0.00	2,401.90-TR
2021	929052522T	146675	202203	96.50-	0.00	8.68-	0.00 CERT	0.00	105.18-TR
2021	929052522T	146675	202202	89.91-	0.00	6.29-	0.00 CERT	0.00	96.20-TR
2021	RF220506	168025	202112	0.00	0.00	0.00	0.00 21S5	317.84-	317.84-RF
2021	RF220506	168025	202112	317.84-	0.00	0.00	0.00 21S5	121.82-	121.82-RF
2021	RF220506	168646	202201	0.00	0.00	0.00	0.00 21S5	121.82-	0.00 RF
2021	RF220506	168646	202201	121.82-	0.00	0.00	0.00 21S5	194.91	194.91-RF
2021	RF220506	168699	202112	194.91-	0.00	0.00	0.00 21S5	194.91-	194.91-RF
2021	RF220506	168699	202112	0.00	0.00	0.00	0.00 21S5	190.99-	190.99-RF
2021	RF220506	168909	202112	0.00	0.00	0.00	0.00 21S5	33.48-	33.48-RF
2021	RF220506	168909	202112	190.99-	0.00	0.00	0.00 21S5	16.88	16.88-RF
2021	RF220506	168909	202112	0.00	0.00	0.00	0.00 21S5	121.82-	121.82-RF
2021	RF220506	168993	202112	0.00	0.00	0.00	0.00 21S5	121.83-	121.83-RF
2021	RF220506	168993	202112	33.48-	0.00	0.00	0.00 21S5	1,099.39-	1,099.39-RF
2021	RF220506	169113	202112	16.88-	0.00	0.00	0.00 21S5	1,099.39	0.00 RF
2021	RF220506	169113	202112	0.00	0.00	0.00	0.00 21S5	1,099.39	0.00 RF
2021	RF220506	184264	202111	0.00	0.00	0.00	0.00 21S5	365.48-	365.48-RF
2021	RF220506	184264	202111	121.82-	0.00	0.00	0.00 21S5	287.03-	287.03-RF
2021	RF220506	200382	202112	0.00	0.00	0.00	0.00 21S5	428.70-	428.70-RF
2021	RF220506	200382	202112	121.83-	0.00	0.00	0.00 21S5	1,099.39-	1,099.39-RF
2021	RF220506	200444	202201	0.00	0.00	0.00	0.00 21S506TX011	1,099.39	0.00 RF
2021	RF220506	200444	202201	0.00	0.00	0.00	0.00 21S506TX011	1,099.39	0.00 RF
2021	RF220519	201425	202201	0.00	0.00	0.00	0.00 CERT	365.48-	365.48-RF
2021	RF220519	201425	202201	365.48-	0.00	0.00	0.00 CERT	287.03-	287.03-RF
2021	RF220506	201425	202112	287.03-	0.00	0.00	0.00 21S5	428.70	0.00 RF
2021	RF220506	201474	202112	0.00	0.00	0.00	0.00 21S5	428.70	0.00 RF
2021	RF220506	202138	202112	428.70-	0.00	0.00	0.00 21S5	428.70	0.00 RF

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2021	RF220506	202138	202112	0.00	0.00	0.00	0.00 21S5	428.70-	428.70-RF
2021	RF220506	202279	202112	363.64-	0.00	0.00	0.00 21S5	363.64	0.00 RF
2021	RF220506	202279	202112	0.00	0.00	0.00	0.00 21S5	363.64-RF	363.64-RF
2021	RF220506	202303	202112	268.54-	0.00	0.00	0.00 21S5	268.54	0.00 RF
2021	RF220506	202303	202112	0.00	0.00	0.00	0.00 21S5	268.54-RF	268.54-RF
2021	RF220506	202612	202110	65.49-	0.00	0.00	0.00 21S5	65.49	0.00 RF
2021	RF220506	202612	202110	0.00	0.00	0.00	0.00 21S5	65.49-RF	65.49-RF
2021	RF220506	203192	202112	0.00	0.00	0.00	0.00 21S5	238.76-	238.76-RF
2021	RF220506	203192	202112	238.76-	0.00	0.00	0.00 21S5	238.76	0.00 RF
2021	RF220506	203294	202112	0.00	0.00	0.00	0.00 21S5	292.22-	292.22-RF
2021	RF220506	203294	202112	292.22-	0.00	0.00	0.00 21S5	292.22	0.00 RF
2021	RF220506	218925	202112	0.00	0.00	0.00	0.00 21S5	233.92-	233.92-RF
2021	RF220506	218925	202112	233.92-	0.00	0.00	0.00 21S5	233.92	0.00 RF
2021	RF220506	288675	202110	121.83-	0.00	0.00	0.00 21S5	121.83	0.00 RF
2021	RF220506	288675	202110	121.83-	0.00	0.00	0.00 21S5	121.83-RF	121.83-RF
2021	RF220506	288675	202110	0.00	0.00	0.00	0.00 21S5	19.25-	19.25-RF
2021	RF220506	288924	202201	0.00	0.00	0.00	0.00 21S5	19.25	0.00 RF
2021	RF220506	288924	202201	19.25-	0.00	0.00	0.00 21S5	529.45	0.00 RF
2021	RF220506	293516	202112	529.45-	0.00	0.00	0.00 21S5	529.45-	529.45-RF
2021	RF220506	293516	202112	0.00	0.00	0.00	0.00 21S5	121.83	0.00 RF
2021	RF220506	351189	202112	121.83-	0.00	0.00	0.00 21S5	121.83-	121.83-RF
2021	RF220506	351189	202112	0.00	0.00	0.00	0.00 21S5	933.99-	933.99-RF
2021	RF220506	352828	202201	0.00	0.00	0.00	0.00 21S5	933.99	0.00 RF
2021	RF220506	352828	202201	933.99-	0.00	0.00	0.00 21S5	933.99	0.00 RF
2021	902051022T	361978	202112	1,461.94-	0.00	0.00	0.00 CERT	0.00	1,461.94-TR
2021	RF220506	377409	202112	0.00	0.00	0.00	0.00 21S5	234.06-	234.06-RF
2021	RF220506	377409	202112	234.06-	0.00	0.00	0.00 21S5	234.06	0.00 RF
2021	RF220506	394572	202112	456.38-	0.00	0.00	0.00 21S5	456.38	0.00 RF
2021	RF220506	394572	202112	0.00	0.00	0.00	0.00 21S5	456.38-	456.38-RF
2021	90805062022T	401044	202203	1,725.59-	0.00	155.30-	0.00 CERT	0.00	1,880.89-TR
2021	RF220506	407356	202112	443.46-	0.00	0.00	0.00 21S5	443.46	0.00 RF
2021	RF220506	407356	202112	0.00	0.00	0.00	0.00 21S5	443.46-	443.46-RF
2021	CP220520	412815	202204	450.94-	0.00	0.00	0.00 CERT	0.00	450.94-TR
2021	CP220520	412815	202204	518.92-	0.00	0.00	0.00 CERT	0.00	518.92-TR
2021	CP220520	412815	202204	518.92-	0.00	36.32-	0.00 CERT	0.00	555.24-TR
2021	RF220519	413984	202201	682.24-	0.00	0.00	0.00 CERT	682.24	0.00 RF
2021	RF220519	413984	202201	0.00	0.00	0.00	0.00 CERT	682.24-	682.24-RF
2021	RF220506	434366	202112	0.00	0.00	0.00	0.00 21S5	428.85-	428.85-RF
2021	RF220506	434366	202112	428.85-	0.00	0.00	0.00 21S5	428.85	0.00 RF
2021	RF220506	522453	202112	0.00	0.00	0.00	0.00 21S5	566.02-	566.02-RF
2021	RF220506	522453	202112	566.02-	0.00	0.00	0.00 21S5	566.02	0.00 RF
2021	RF220506	522466	202112	0.00	0.00	0.00	0.00 21S5	509.25-	509.25-RF
2021	RF220506	522466	202112	509.25-	0.00	0.00	0.00 21S5	520.05-	520.05-RF
2021	RF220506	605221	202112	0.00	0.00	0.00	0.00 21S5	520.05	0.00 RF
2021	RF220506	605221	202112	414.79-	0.00	0.00	0.00 21S5	414.79	0.00 RF

06/01/2022 14:55:04
TC298-M SELECTION: DEPOSIT

4023338

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 05/01/2022 THRU 05/31/2022
JURISDICTION: 337 FRIENDWD CITY

PAGE: 473
INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2021	RF220506	606674	202112	0.00	0.00	0.00	0.00 2185	414.79-	414.79-RF
2021	RF220506	719779	202201	0.00	0.00	0.00	0.00 2185	558.86-	558.86-RF
2021	RF220506	719779	202201	558.86-	0.00	0.00	0.00 2185	558.86	0.00 RF
2021	RF220506	726304	202112	651.55-	0.00	0.00	0.00 2185	651.55	0.00 RF
2021	RF220506	726304	202112	0.00	0.00	0.00	0.00 2185	651.55-	651.55-RF
2021	RF220506	733978	202201	0.00	0.00	0.00	0.00 2185	486.33-	486.33-RF
2021	RF220506	733978	202201	486.33-	0.00	0.00	0.00 2185	486.33	0.00 RF
2021	902051922T	733999	202111	430.93-	0.00	0.00	0.00 CERT	0.00	430.93-TR
2021 TOTAL				26,997.83-	0.00	453.15-	0.00	0.00	27,450.98-
TOTAL REVERSALS				32,230.48-	0.00	510.95-	72.91-	0.00	32,814.34-

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
SUMMARY OF PAYMENTS AND REVERSALS
FROM: 05/01/2022 THRU 05/31/2022
JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2006 TOTAL			50.21	0.00	62.46	12.15	0.00	124.82
2007 TOTAL			24.07	0.00	24.42	0.00	0.00	48.49
2008 TOTAL			119.49	0.00	108.44	0.00	0.00	227.93
2009 TOTAL			319.49	0.00	272.89	0.00	0.00	592.38
2010 TOTAL			319.49	0.00	247.33	0.00	0.00	566.82
2011 TOTAL			319.49	0.00	221.78	0.00	0.00	541.27
2012 TOTAL			315.37	0.00	193.69	0.00	0.00	509.06
2013 TOTAL			312.41	0.00	166.88	0.00	0.00	479.29
2014 TOTAL			319.49	0.00	145.10	0.00	0.00	464.59
2015 TOTAL			488.57	0.00	268.33	63.57	0.00	820.47
2016 TOTAL			162.33	0.00	123.37	57.14	0.00	342.84
2017 TOTAL			156.79	0.00	100.35	51.43	0.00	308.57
2018 TOTAL			158.29	0.00	82.31	48.12	0.00	288.72
2019 TOTAL			307.09	0.00	121.06	84.36	0.00	512.51
2020 TOTAL			4,027.70	0.00	479.93	342.40	0.00	4,850.03
2021 TOTAL			127,189.39	0.00	7,965.00	362.21	0.00	135,516.60
TOTAL PAYMENTS			134,589.67	0.00	10,583.34	1,021.38	0.00	146,194.39
2020 TOTAL			5,232.65-	0.00	57.80-	72.91-	0.00	5,365.36-
2021 TOTAL			26,997.83-	0.00	453.15-	0.00	0.00	27,450.98-
TOTAL REVERSALS			32,230.48-	0.00	510.95-	72.91-	0.00	32,814.34-
TOTAL FOR UNIT			102,359.19	0.00	10,072.39	948.47	0.00	113,380.05

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2022
LAND VALUE	5,827,810,207	5,827,810,207	63,624,385	292,613-	63,331,772	5,891,141,979
AG EXCLUSION	33,691,313	33,691,313	204,734	0	204,734	33,896,047
IMPROVEMENTS	775,157,465	775,157,465	232,266,231	14,507,566-	217,758,665	992,916,130
APPRAISED VALUE	5,827,810,207	5,827,810,207	295,890,616	14,800,179-	281,090,437	6,108,900,644
EXEMPTIONS	1,579,451,702	1,579,451,702	49,686,564	8,596,287	58,282,851	1,637,734,553
TAXABLE VALUE	4,214,667,192	4,214,667,192	246,204,052	23,396,466-	222,807,586	4,437,474,778
LEVY	19,829,708.43	19,829,708.43	1,413,218.22	347,360.22-	1,065,858.00	20,895,566.43
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	540	82	86	10,384
OVER 65	3,255	3,255	161	49	52	3,307
DISABLED	181	181	8	4	6	187
VETERAN	240	240	16	3	3	243
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2022
LAND VALUE	5,043,274,252	5,043,274,252	0	0	0	5,043,274,252
AG EXCLUSION	27,337,308	27,337,308	0	0	0	27,337,308
IMPROVEMENTS	706,413,340	706,413,340	203,488	2,375,931-	2,172,443-	704,240,897
APPRAISED VALUE	5,043,274,252	5,043,274,252	203,488	2,375,931-	2,172,443-	5,041,101,809
EXEMPTIONS	1,218,139,975	1,218,139,975	203,488	3,690,754	3,894,242	1,222,034,217
TAXABLE VALUE	3,797,796,969	3,797,796,969	0	6,066,685-	6,066,685-	3,791,730,284
LEVY	163,896.15	163,896.15	.00	26,274.06-	26,274.06-	137,622.09
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	48	48	10,268
OVER 65	3,163	3,163	0	20	20	3,183
DISABLED	182	182	0	2	2	184
VETERAN	221	221	0	2	2	223
TOTAL EXEMPT	80	80	0	0	0	80

ALL PROPERTY

JURISDICTION: 0337 FRIENDMD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2022
LAND VALUE	4,537,437,822	4,537,437,822	0	0	0	4,537,437,822
AG EXCLUSION	24,683,691	24,683,691	0	0	0	24,683,691
IMPROVEMENTS	645,931,872	645,931,872	1,281,775	175,984-	1,105,791	647,037,663
APPRAISED VALUE	4,537,437,822	4,537,437,822	1,281,775	175,984-	1,105,791	4,538,543,613
EXEMPTIONS	1,018,439,121	1,018,439,121	1,281,775	1,279,603	2,561,378	1,021,000,499
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	1,455,587-	1,455,587-	3,492,859,423
LEVY	51,659.09	51,659.09	.00	4,827.51-	4,827.51-	46,831.58
UNCOLLECTIBLE	.00	.04	.00	.00	.00	.04
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	0	15	15	10,015
OVER 65	2,975	2,975	0	7	7	2,982
DISABLED	181	181	0	1	1	182
VETERAN	205	205	0	2	2	207
TOTAL EXEMPT	74	74	0	0	0	74

ALL PROPERTY

JURISDICTION: 0337 FRIENDMD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2022
LAND VALUE	4,207,374,518	4,207,374,518	0	0	0	4,207,374,518
AG EXCLUSION	23,842,910	23,842,910	0	0	0	23,842,910
IMPROVEMENTS	617,900,409	617,900,409	0	1,800-	1,800-	617,898,609
APPRAISED VALUE	4,207,374,518	4,207,374,518	0	1,800-	1,800-	4,207,372,718
EXEMPTIONS	891,117,422	891,117,422	0	207,716	207,716	891,325,138
TAXABLE VALUE	3,292,414,186	3,292,414,186	0	209,516-	209,516-	3,292,204,670
LEVY	26,368.69	26,368.69	.00	1,116.38-	1,116.38-	25,252.31
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	3	3	10,004
OVER 65	2,897	2,897	0	3	3	2,900
DISABLED	0	0	0	0	0	0
VETERAN	204	204	0	2	2	206
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2022
LAND VALUE	4,271,816,787	4,271,816,787	0	0	0	4,271,816,787
AG EXCLUSION	18,989,755	18,989,755	0	0	0	18,989,755
IMPROVEMENTS	615,911,811	615,911,811	0	0	0	615,911,811
APPRAISED VALUE	4,271,816,787	4,271,816,787	0	0	0	4,271,816,787
EXEMPTIONS	988,826,434	988,826,434	0	12,500	12,500	988,838,934
TAXABLE VALUE	3,264,000,598	3,264,000,598	0	12,500-	12,500-	3,263,988,098
LEVY	16,281.55	16,281.55	.00	65.92-	65.92-	16,215.63
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,005	10,005	0	0	0	10,005
OVER 65	2,854	2,854	0	0	0	2,854
DISABLED	0	0	0	0	0	0
VETERAN	207	207	0	2	2	209
TOTAL EXEMPT	647	647	0	0	0	647

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2016
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 248
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2022
LAND VALUE	3,999,127,118	3,999,127,118	0	0	0	3,999,127,118
AG EXCLUSION	13,436,213	13,436,213	0	0	0	13,436,213
IMPROVEMENTS	569,888,011	569,888,011	0	0	0	569,888,011
APPRAISED VALUE	3,999,127,118	3,999,127,118	0	0	0	3,999,127,118
EXEMPTIONS	968,850,710	968,850,710	0	0	0	968,850,710
TAXABLE VALUE	3,016,840,195	3,016,840,195	0	0	0	3,016,840,195
LEVY	14,103.51	14,103.51	.00	123.32-	123.32-	13,980.19
UNCOLLECTIBLE	.00	123.32	.00	.00	.00	123.32
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,913	9,913	0	0	0	9,913
OVER 65	2,721	2,721	0	0	0	2,721
DISABLED	0	0	0	0	0	0
VETERAN	242	242	0	0	0	242
TOTAL EXEMPT	642	642	0	0	0	642

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2022
LAND VALUE	3,002,750,969	3,002,750,969	0	0	0	3,002,750,969
AG EXCLUSION	26,708,568	26,708,568	0	0	0	26,708,568
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	3,002,750,969	3,002,750,969	0	0	0	3,002,750,969
EXEMPTIONS	694,556,367	694,556,367	0	0	0	694,556,367
TAXABLE VALUE	2,281,486,034	2,281,486,034	0	0	0	2,281,486,034
LEVY	4,816.43	4,816.43	.00	188.90-	188.90-	4,627.53
UNCOLLECTIBLE	.00	188.90	.00	.00	.00	188.90
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,651	9,651	0	0	0	9,651
OVER 65	2,079	2,079	0	0	0	2,079
DISABLED	176	176	0	0	0	176
VETERAN	180	180	0	0	0	180
TOTAL EXEMPT	598	598	0	0	0	598

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2009
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 250
INCLUDES AG ROLLBACK

	CERTIFIED ROLL 08/01/2021	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2022
LAND VALUE	2,942,056,457	2,942,056,457	0	0	0	2,942,056,457
AG EXCLUSION	23,103,283	23,103,283	0	0	0	23,103,283
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	2,942,056,457	2,942,056,457	0	0	0	2,942,056,457
EXEMPTIONS	667,628,670	667,628,670	0	0	0	667,628,670
TAXABLE VALUE	2,251,324,504	2,251,324,504	0	0	0	2,251,324,504
LEVY	6,212.93	6,212.93	.00	145.52-	145.52-	6,067.41
UNCOLLECTIBLE	.00	145.52	.00	.00	.00	145.52
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,409	9,409	0	0	0	9,409
OVER 65	1,961	1,961	0	0	0	1,961
DISABLED	167	167	0	0	0	167
VETERAN	174	174	0	0	0	174
TOTAL EXEMPT	583	583	0	0	0	583

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2022
LAND VALUE	2,345,825,847	2,345,825,847	0	0	0	2,345,825,847
AG EXCLUSION	20,583,444	20,583,444	0	0	0	20,583,444
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	2,345,825,847	2,345,825,847	0	0	0	2,345,825,847
EXEMPTIONS	514,930,336	514,930,336	0	0	0	514,930,336
TAXABLE VALUE	1,810,312,067	1,810,312,067	0	0	0	1,810,312,067
LEVY	5,594.70	5,594.70	.00	625.90-	625.90-	4,968.80
UNCOLLECTIBLE	.00	625.90	.00	.00	.00	625.90
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	7,211	7,211	0	1	1	7,212
OVER 65	1,423	1,423	0	0	0	1,423
DISABLED	98	98	0	1	1	99
VETERAN	127	127	0	0	0	127
TOTAL EXEMPT	517	517	0	0	0	517

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2022
LAND VALUE	2,768,485,568	2,768,485,568	0	0	0	2,768,485,568
AG EXCLUSION	27,382,734	27,382,734	0	0	0	27,382,734
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	2,768,485,568	2,768,485,568	0	0	0	2,768,485,568
EXEMPTIONS	624,625,914	624,625,914	0	0	0	624,625,914
TAXABLE VALUE	2,116,476,920	2,116,476,920	0	0	0	2,116,476,920
LEVY	1,976.80	1,976.80	.00	622.34-	622.34-	1,354.46
UNCOLLECTIBLE	.00	622.34	.00	.00	.00	622.34
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,235	9,235	0	0	0	9,235
OVER 65	1,781	1,781	0	0	0	1,781
DISABLED	159	159	0	0	0	159
VETERAN	168	168	0	0	0	168
TOTAL EXEMPT	587	587	0	0	0	587

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY
FOR TAX YEAR: 2002

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2022
LAND VALUE	0	0	0	0	0	0
AG EXCLUSION	0	0	0	0	0	0
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	0	0	0	0	0	0
EXEMPTIONS	0	0	0	0	0	0
TAXABLE VALUE	0	0	0	0	0	0
LEVY	924.85	924.85	.00	412.09-	412.09-	512.76
UNCOLLECTIBLE	.00	412.09	.00	.00	.00	412.09
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	0	0	0	0	0	0
OVER 65	0	0	0	0	0	0
DISABLED	0	0	0	0	0	0
VETERAN	0	0	0	0	0	0
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

	CERTIFIED ROLL 08/01/2021	ROLL AS OF 08/01/2021	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2022
LAND VALUE	0	0	0	0	0	0
AG EXCLUSION	0	0	0	0	0	0
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	0	0	0	0	0	0
EXEMPTIONS	0	0	0	0	0	0
TAXABLE VALUE	0	0	0	0	0	0
LEVY	941.66	941.66	.00	412.09-	412.09-	529.57
UNCOLLECTIBLE	.00	412.09	.00	.00	.00	412.09
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	0	0	0	0	0	0
OVER 65	0	0	0	0	0	0
DISABLED	0	0	0	0	0	0
VETERAN	0	0	0	0	0	0
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

JURISDICTION: 0337 FRIENDSWOOD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2021	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2022
LAND VALUE	0	0	0	0	0	0
AG EXCLUSION	0	0	0	0	0	0
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	0	0	0	0	0	0
EXEMPTIONS	0	0	0	0	0	0
TAXABLE VALUE	0	0	0	0	0	0
LEVY	510.23	510.23	.00	412.09-	412.09-	98.14
UNCOLLECTIBLE	.00	412.09	.00	.00	.00	412.09
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	0	0	0	0	0	0
OVER 65	0	0	0	0	0	0
DISABLED	0	0	0	0	0	0
VETERAN	0	0	0	0	0	0
TOTAL EXEMPT	0	0	0	0	0	0

Summary of Jurisdiction Remittances Processed

Report run on: June 2, 2022 2:48 PM

For Remitted Deposit Dates 05/01/2022 thru 05/31/2022 as of 06/02/2022

Ver. 1.52

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 76329	Print Date:05/04/2022						
	Current	4,190.67	1,111.62	0.00	0.00	0.00	5,302.29
Last Deposit Date	05/02/2022	\$4,190.67	\$1,111.62	\$0.00	\$0.00	\$0.00	\$5,302.29
ACH 76364	Print Date:05/05/2022						
	Current	4,254.10	1,128.45	0.00	0.00	0.00	5,382.55
	Delq	1,039.17	252.17	0.00	0.00	0.00	1,291.34
Last Deposit Date	05/03/2022	\$5,293.27	\$1,380.62	\$0.00	\$0.00	\$0.00	\$6,673.89
ACH 76402	Print Date:05/06/2022						
	Current	7,864.14	2,086.13	0.00	0.00	0.00	9,950.27
	Delq	1,227.55	239.48	0.00	0.00	0.00	1,467.03
Last Deposit Date	05/04/2022	\$9,091.69	\$2,325.61	\$0.00	\$0.00	\$0.00	\$11,417.30
ACH 76520	Print Date:05/16/2022						
	Current	5,464.07	1,449.45	0.00	0.00	0.00	6,913.52
	Delq	(2,183.84)	(533.68)	0.00	0.00	0.00	(2,717.52)
Last Deposit Date	05/11/2022	\$3,280.23	\$915.77	\$0.00	\$0.00	\$0.00	\$4,196.00
ACH 76555	Print Date:05/16/2022						
	Current	2,274.97	603.47	0.00	0.00	0.00	2,878.44
	Delq	3,522.40	465.45	0.00	0.00	0.00	3,987.85
Last Deposit Date	05/12/2022	\$5,797.37	\$1,068.92	\$0.00	\$0.00	\$0.00	\$6,866.29
ACH 76594	Print Date:05/17/2022						
	Current	7,229.27	1,917.67	0.00	0.00	0.00	9,146.94
Last Deposit Date	05/13/2022	\$7,229.27	\$1,917.67	\$0.00	\$0.00	\$0.00	\$9,146.94
ACH 76630	Print Date:05/18/2022						
	Current	2,186.97	580.13	0.00	0.00	0.00	2,767.10
	Delq	210.79	51.15	0.00	0.00	0.00	261.94
Last Deposit Date	05/16/2022	\$2,397.76	\$631.28	\$0.00	\$0.00	\$0.00	\$3,029.04
ACH 76668	Print Date:05/19/2022						
	Current	961.63	255.10	0.00	0.00	0.00	1,216.73
Last Deposit Date	05/17/2022	\$961.63	\$255.10	\$0.00	\$0.00	\$0.00	\$1,216.73
ACH 76736	Print Date:05/23/2022						
	Current	7,991.79	2,120.00	0.00	0.00	0.00	10,111.79
	Delq	(1,969.36)	(477.90)	0.00	0.00	0.00	(2,447.26)
Last Deposit Date	05/19/2022	\$6,022.43	\$1,642.10	\$0.00	\$0.00	\$0.00	\$7,664.53
ACH 76773	Print Date:05/24/2022						
	Current	4,314.05	1,144.41	0.00	0.00	0.00	5,458.46
	Delq	1.14	0.28	0.00	0.00	0.00	1.42
Last Deposit Date	05/20/2022	\$4,315.19	\$1,144.69	\$0.00	\$0.00	\$0.00	\$5,459.88
ACH 76809	Print Date:05/24/2022						
	Current	4,360.23	1,156.62	0.00	0.00	0.00	5,516.85
	Delq	65.57	13.55	0.00	0.00	0.00	79.12
Last Deposit Date	05/23/2022	\$4,425.80	\$1,170.17	\$0.00	\$0.00	\$0.00	\$5,595.97

ACTGL_TU_REMIT_SP

Summary of Jurisdiction Remittances Processed

Report run on: June 2, 2022 2:48 PM

For Remitted Deposit Dates 05/01/2022 thru 05/31/2022 as of 06/02/2022

Ver. 1.52

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							.
ACH 76848	Print Date:05/25/2022						
	Current	1,249.55	331.47	0.00	0.00	0.00	1,581.02
Last Deposit Date	05/24/2022	\$1,249.55	\$331.47	\$0.00	\$0.00	\$0.00	\$1,581.02
ACH 76883	Print Date:05/27/2022						
	Current	7,975.62	2,115.65	0.00	0.00	0.00	10,091.27
Last Deposit Date	05/25/2022	\$7,975.62	\$2,115.65	\$0.00	\$0.00	\$0.00	\$10,091.27
ACH 76921	Print Date:05/31/2022						
	Current	9,360.72	2,483.10	0.00	0.00	0.00	11,843.82
	Delq	1,743.72	423.12	0.00	0.00	0.00	2,166.84
Last Deposit Date	05/26/2022	\$11,104.44	\$2,906.22	\$0.00	\$0.00	\$0.00	\$14,010.66
ACH 76961	Print Date:06/01/2022						
	Current	10,355.02	2,746.89	0.00	0.00	0.00	13,101.91
	Delq	28.04	6.80	0.00	0.00	0.00	34.84
Last Deposit Date	05/27/2022	\$10,383.06	\$2,753.69	\$0.00	\$0.00	\$0.00	\$13,136.75
ACH 77000	Print Date:06/02/2022						
	Current	5,090.19	1,350.26	0.00	0.00	0.00	6,440.45
	Delq	484.90	117.67	0.00	0.00	0.00	602.57
Last Deposit Date	05/31/2022	\$5,575.09	\$1,467.93	\$0.00	\$0.00	\$0.00	\$7,043.02
Total:		\$89,293.07	\$23,138.51	\$0.00	\$0.00	\$0.00	\$112,431.58

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/01/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on May 2, 2022.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2022 05 02 CC Meeting Minutes (Draft)

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
MAY 2, 2022**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, MAY 2, 2022, AT 5:30 P.M. IN THE COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

Trish Hanks	Councilmember
Steve Rockey	Councilmember
Sally Branson	Councilmember
Robert J. Griffon	Mayor Pro Tem
John Scott	Councilmember
Brent Erenwert	Councilmember
 Mike Foreman	 Mayor
 Morad Kabiri	 City Manager
Karen Horner	City Attorney
Leticia Brysch	City Secretary

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 5:30 P.M.; all members were present.

2. INVOCATION

The invocation was led by Student Pastor Josiah Brown, Friendswood Friends Church.

3. PLEDGE OF ALLEGIANCE - United States and State of Texas

Mayor Foreman led the Pledge of Allegiance of the United States and to the State of Texas.

4. COUNCIL COMMENTS AND REPORTS

Councilmember Rockey stated that the Library will have the Council Storytime in May where members of council will read a book during children's story time, the two dates are May 13th and 27th.

Councilmember Branson stated that she wanted to thank the City Manager and the City Secretary for their quick response to her concerns regarding Harris County Friendswood residents that did not know where to go when they could not vote at the Activity Center. She noted that before the end of the day, notices and handouts were available at the Activity Center to guide these voters to their polling place.

Mayor Pro Tem Robert Griffon stated that he wanted to place an item on the agenda but did not have it turned in on time, but he will speak about the recent Galveston County Drainage District drainage study at the June Council meeting.

Mayor Foreman mentioned that the Friendswood Volunteer Fire Department had a team representing Friendswood at the Clear Creek Education Foundation Firefighter Games. He stated that they did a wonderful job in representing the City.

5. PUBLIC COMMUNICATIONS

Mayor Foreman stated that to comply with the provisions of the Texas Open Meetings Act, the City Council may not deliberate any item not listed on the agenda, as such, the City Council will listen to public comment and may (i) refer the item to City Management for further action or (ii) direct staff for the placement of said item on a future agenda. During public comments, speakers shall refrain from any outbursts, or interjections including but not limited to applause, disparaging noises, and remarks. Furthermore, any personnel complaints against a City employee, aside from the City Manager, City Attorney, or Municipal Judge, shall not be discussed and shall be referred to City Management.

Mr. Phillip Ratisseau requested to speak before the council regarding drainage issues and future projects.

Mrs. Connie Ratisseau request to speak before the council regarding her vision for a serene and sacred place in Harvey's Landing.

Mr. Don Johnson requested to speak before the council regarding the "plug" located near the Timber Creek Golf Course and its impact to the surrounding areas as well as the recent Galveston County Drainage District study related to same.

Mr. David Allen requested to speak before the council regarding the use of well water as a city water source.

Ms. Janis Lowe requested to speak before the council regarding her opposition to allowing the sale of alcohol in city parks and some concerns with the CEDC strategic plan.

Mrs. Meg Crowley requested to speak before the council regarding her position on the sale of alcohol in city parks and stated that she had not made up her mind and before making a decision, she would like to hear the opinion of experts, staff and stakeholders.

Mr. Doug Kimball, a representative for the Lion's Club, requested to speak before the council regarding their support of the sale of alcohol in city parks under certain conditions. He stated his organization would use these proceeds to put them back into the community to support local organizations and efforts.

Ms. Benette Rowley requested to speak before the council regarding her support if the sale of alcohol in city parks with certain restrictions and on a limited basis.

Ms. Faye Roberson requested to speak before the council regarding her opposition to allowing the sale of alcohol in city parks.

6. SPECIAL RECOGNITIONS AND ACKNOWLEDGEMENTS

A. Present the City of Friendswood 5 Star Spirit Award for the First Quarter of 2022 to Rene Ibarra and Steven Rhea.

City Manager Morad Kabiri presented the item and stated that it was his pleasure to present this quarter's 5 Star Spirit Award to the City's Public Works Director Rene Ibarra and Assistant City Manager Steven Rhea. He stated that if the Council remembered, last year, the City received several complaints from residents in the Forest Bend subdivision about an abandoned house that was becoming an eyesore; not only was the grass overgrown, but someone had spray-painted racist and offensive graffiti on the garage door. After several attempts to contact the owner failed, both Rene and Steven took their personal equipment (lawnmower and paint) to the property on a Saturday and mowed the grass and painted over the offensive graffiti. The neighboring residents were incredibly grateful for their efforts. Mr. Kabiri stated that these two employees truly exemplified the attributes of the Five Star Spirit Award of being courteous, competent, reliable, professional, and enthusiastic.

7. COMMITTEES OR SPECIAL REPORTS

A. Receive the Animal Shelter Committee Annual Report.

City Manager Morad Kabiri stated that the report was attached to the agenda item and would answer any questions if needed. Mayor Foreman thanked the Animal Control staff for all the hard work and programs they had undertaken in the last year and moved on to the next item.

8. WORK SESSION TOPICS

A. Receive and discuss an update regarding the Capital Improvement Projects.

Director of Engineering Jil Arias presented the item and gave the following overview of ongoing capital projects:

Fire Station #2 Reconstruction:

Work is ongoing, and the contractor is currently working on the underground utilities. The contractor will begin moving the waterline across the highway and so water service should be serving the property soon. Staff is looking at a completion date of July 2023.

Public Safety Building Expansion:

The construction of the Public Safety Building kicked off construction a couple of weeks ago and currently the building pad is underway. Staff is looking at a completion date of April or May 2023.

Blackhawk Facility Renovation and Shelter:

Staff is currently working on construction plans for these projects and are anticipating the bidding process for those in June or July of this year with their completion being anticipated in April 2023.

2022 Street Maintenance Program:

The last couple of days have seen the construction on Bay Area Boulevard over besides Kroger, which is now complete. The concrete contractor is now moving on to other streets. Also, as it relates to the Asphalt streets portions, staff is looking at a start date for these Summer 2022.

Blackhawk Boulevard – Phase II-B:

Staff was recently notified that the Harris County Precinct 2, County Commissioner Adrian Garcia's Office that the City had been selected for a partnership project with Precinct 2, in which they will be contributing \$1.2 million. These monies will be used towards the City's ongoing construction of Blackhawk Boulevard and this project will start from the current terminus on the north side and take that as far as \$2.4 million go, which will be approximately more than 1,100 linear feet. Staff will continue to pursue additional partnership opportunities in the future with Precinct 2 to complete the rest of that road.

TxDOT Projects:

The FM 518 Curb and Ramp Project is on the downhill side of its construction. The traffic signal electrical work is being wired in and staff recently received the street signs that will be placed on these traffic signals, which have the new downtown EDC rebrand look and feel.

TxDOT has also completed work on the median in front of the Chick-fil-A on FM 518, which should enhance the safety of that intersection.

Mayor Foreman thanked Mr. Arias for the presentation.

B. Receive and discuss a presentation regarding alcohol sales in public parks.

City Manager Morad Kabiri presented the item and stated that this item had been discussed many times before, so before the staff moved forward with any action items, they wanted to get directions and guidance from the Council. Mr. Kabiri stated that there has been a lot of discussion on this topic these last several months to include some comments made during the public comment portion of the meeting.

Mr. Kabiri stated that the current park rules allow for the consumption of alcohol. Currently, people are allowed to bring alcohol to the park under certain conditions; including:

- No glass containers are allowed,
- No alcoholic beverages may be possessed or consumed while attending an event designed for the participation of minors, and
- No alcoholic beverages may be sold.

Mr. Kabiri stated that this item had been discussed with the council on two other occasions, once in 2014 and again in 2018. He noted that there are a variety of rules and procedures that cities and counties have adopted, which allow for the sale of alcohol in some way, shape, or form. Mr. Kabiri noted that at this time he is not looking for a discussion on the set of rules that are appropriate for the sale of alcohol in the parks, but instead was looking for a consensus from the council on whether or not they wanted to move forward with allowing for the sale of alcohol at the parks at all. Mr. Kabiri further noted that if this is not something that the council wants to entertain, then there is no need to expend time and resources on this

item. Mr. Kabiri showed council a list of cities and counties that currently allow for the sale of alcohol in public parks in some way, shape, or form. The list was the following:

DO YOU ALLOW THE SALE OF ALCOHOL IN YOUR PARK?		
City/County	Yes	No
Galv. County	X	
Sugar Land	X	
Jersey Village	X	
Fort Bend County	X	
Beaumont	X	
Katy		X
Bellaire	X	
Deer Park		X
West Univ. Place	X	
Missouri City		X
Webster		X
Angleton	X	
Harris County Precinct One	X	
Baytown	X	
League City	X	
Pearland*		X
Texas City	X	
Pasadena*		X

* Limited sales with permit or location

Mr. Kabiri clarified that while both Pearland and Pasadena, currently do not allow for the sale of alcohol in the parts, they have made some exceptions through the use of a permit; for instance, Pasadena does not allow alcohol sales in its parks, but does allow it on its fairgrounds and municipal convention facility.

Mr. Kabiri stated that if there is interest and consensus among this council and would like further discussion on this, staff can seek additional information in order to develop a set of rules that are specific

to Friendswood. If there is no consensus on moving forward with this item, then it will be put to bed and the issue will be closed.

Mayor Foreman stated that he believed that this item would not be before the council for discussion if there were not some members of the community that requested that this item be revisited. He noted that the council heard from a number of people during the public comment talking about the benefits that alcohol sales would engender here. He noted that he was the member of council that had requested that this item be placed on the agenda for discussion because there was enough interest from residents to garner a council discussion. He further noted that he was aware that this same item was discussed four years ago and that it did not move forward at that time; however, maybe there is more interest on this item now. Mayor Foreman stated that he would like to see this item discussed a little bit further, and not just discount it completely.

Councilmember Branson stated that she also requested that this item be placed on the agenda for discussion and noted that the sale of alcohol was allowed at one point in time, even though it is not allowed now. She further stated that as staff mentioned, it is already legal for people to bring alcohol to the park, it is only the sale of that is prohibited. She noted that a good point by one of the speakers representing a club tonight is that the funds that they collect from their alcohol sales at their festival goes right back into the community and provides good things like eyeglasses, sending children to camp, etc. She stated that she too would prefer to hear from every aspect of our community on this item to include the different citizen groups, schools, city, staff, and nonprofits because this is something that should not be forced on anyone.

Councilmember Branson also stated that if there is enough interest in allowing this, then she would be open to allowing the sale of alcohol on a limited basis, similar to what other communities are doing via a special-use-permit and not just opening the floodgates.

Councilmember Erenwert stated that he is in the alcohol business and believes that this is not good business for the city. Councilmember Erenwert stated that opening up the city parks for the sale of alcohol would be like opening Pandora's box, as it is a process that generates many complicated problems as a result of unwise interference and choices. He further noted that people came to Friendswood because it is a bedroom community with excellent public safety and allowing for the sale of alcohol would bring problems that this community does not need.

Councilmember Erenwert stated that they had just witnessed an asteroid issue happen and there is not enough insurance in the world to cover that type of liability, so why would the city want that if people can go to other places and get it. Councilmember Erenwert continued, selling alcohol is not necessary as people can already bring alcohol to the parks and have fun. Councilmember Erenwert noted that he raises millions of dollars every year with his charity work, and he is not dependent on alcohol sales to do that, so, if anybody needs or says they need alcohol sales to make a profit, it is false. He further noted that it is his hope that the council looks at this city's heritage as a thriving bedroom community and work to keep it that way.

Mayor Pro Tem Griffon stated that he was opposed to selling alcohol to the public in the city's parks. He noted that he wanted to present information regarding an opportunity to address a clear and present need in the city with the possibility of nonprofits and private investors acquiring some land that could

accommodate their wishes to have events within the city limits of Friendswood and sell alcohol to the public.

He further stated that while he is opposed to selling alcohol in city parks, he is not opposed to private property owners and developers selling alcohol to the public under the guidance and the rules and regulations of the State of Texas and the City of Friendswood. He noted that the opportunity was a real possibility but could not give too much detail as it was being negotiated and wanted to assure the public that he in no way would benefit from transaction. Mayor Pro Tem Griffon stated that he would not attempt to negotiate this item in public and instead requested the opportunity to visit with the Mayor about this property and consider whether this item is befitting a future executive session. He further stated that he believed in consensus building over divisions and asked that the council work together to find innovative solutions to this issue and move the city forward together.

Councilmember Scott stated that he felt he was having deja vu as this is the third iteration of this item and it just will not go away. He noted that he believed that this item comes up every 4-years because there are members of the community that want to try to sneak this through, and every time, the vote is the same, and it is a no.

Councilmember Scott stated that there is a move to make Friendswood a destination city, and that is not what this city is. He noted, that if people are interested in making this community into a destination city with attractions centered around alcohol and live music, then they should run for council and promote their ideas. He further stated that he has explained it for eleven years, the citizens of this community love the fact that it is a bedroom community that is one of the ten safest cities in the state, with one of the ten best school districts in the state, and that their children can go home after school, stop by a fast food joint, get to practice, go by Walgreens and get Band-Aids, go to bed and get up and do it again. That's what they enjoy, and that is why this is a top ten city.

Councilmember Scott continued, if this town is turned into some destination town where there are concerts every weekend, it will be impossible to maintain the safest community designation. He further noted that for the last eleven-years, he has championed the fact that this is a community that is built on values, built on principles, and that wants its children to thrive in a community that is centered around their being productive citizens.

Councilmember Scott stated that his children were beneficiaries of a tremendous school district and that does not just happen by chance but is instead the result of good leadership and making difficult decisions. He further noted that it was frustrating that this item continued to come back for discussion, and he hoped that the fabric of the community will continue to push back against this this endeavor.

Mayor Foreman stated that part of any item is to allow for public discussion and as a democracy, when residents want the council to talk about an item, it is the council's role to talk about them.

Councilmember Hanks stated that there was a vision twenty-years ago when Harold Whittaker first talked about creating a park on school land that at that time, neither entity the city nor the school district could afford to provide for Fisd students. She noted that fortunately, it was her honor, as the Fisd Superintendent, to be a part of the creation of that vision, which is still there today. Councilmember Hanks stated that not many people know that when they are in Centennial Park, they do not actually know if they

are standing on school property, or if they were standing on city property because it was all done together, to include the infrastructure and roads. She further noted that this park was built with the focus of providing more playing space for the youth in the community, so she could never support the sale of alcohol at Centennial Park, even though it is the best place for festivals and events. She stated that she was also not in favor of allowing the sale of alcohol at Renwick Park, nor out on the lake.

Councilmember Hanks said that she would be interested in hearing more about Mayor Pro Tem Griffon's idea but did not know if she would support spending money on land for a festival park but was open to the discussion. She also stated that she would listen to a proposal if most of the council wanted to do something with alcohol sales at Stevenson Park for a very limited number of times through a permit with a lot of parameters.

Councilmember Hanks stated that she applauded what people like the Friends of Downtown Friendswood Association, the Chamber, Keep Friendswood Beautiful and others who have over the years done so much to beautify and enhance the community, and noted that she is a true believer that the appearance and upkeep of a city coincide with behaviors and who is attracted to the community. She further noted that aside from its cleanliness and beauty, it is equally important to create a sense of community for any city, and this can be done by bringing residents together through programs and events. Councilmember Hanks further noted that these types of community activities, programs and events are very good for mental health and for the safety and security of the city; however, she also felt that it was important to find a balance between amongst all of these things in order to keep local businesses thriving. She further noted that she fully supports creating that sense of community of finding ways that will attract people to get together in a healthy fun way; however, she was not interested in bringing everybody from all over Houston into Friendswood, but instead wanted things that were tailored for the Friendswood community.

Councilmember Hanks stated that in summary, (1) she was absolutely not in favor of allowing the sale of alcohol at Centennial Park, (2) she would listen to a presentation on a park that would not take money away from some of the other things that the city needs to spend money on; such as the upkeep of its beautiful parks, and (3) and would be open to allowing nonprofits and charitable organizations based in Friendswood to sell alcohol under certain circumstance in Stevenson Park.

Councilmember Rockey thanked everyone for the great comments and said he had listened to them all with an open mind. He noted that like Councilmember Scott, he too had voted this item down in two previous occasions, and this is his third time hearing about it. Councilmember Rockey noted that he is not somebody who drinks alcohol; however, he can certainly recognize that it does enhance a lot of events. He further noted that there were a couple of differing arguments, which have all been very good. Councilmember Rockey commented that even if an event is held in a private place, as previously mentioned, a concert is still being going to bring people, along with all the issues that might results from it, into town. So, making events available at a private venue doesn't solve some of Councilmember Scott's concerns, but he did find the idea very intriguing. Councilmember Rocker stated that he believed that it was not impossible to investigate several lines and options on this item at the same time.

Councilmember Rockey also noted that he is probably like Councilmember Hanks in that he is very reluctant to allow for the sale of alcohol at city parks; however, he could also see some cases where it could be allowed under very strict controls. He continued, when you are up here, and many of you might know this and I know all of these people know it, there is always something that comes up that really tests

you on how you want to vote. To conclude, Councilmember Rockey stated that whenever it comes time to vote on an item, he always tries to fall back on his principles. He noted that his first principle on anything related to Friendswood is his responsibility to the city's homeowners and consider if and how an item will benefit the homeowners. In this case, it might be, but he felt it was dubious that it could be done. Councilmember Rockey stated that he loves the music fest and attends every year that it is held. He noted that he has donated to the event and hopes that they can make it happened again as there are terrific people working on it. He concluded by stating that he was not sure if the sale of alcohol would really help the parks, but was open-minded enough to consider other ideas and alternatives.

C. Receive and discuss a presentation regarding liaison reports.

City Attorney Karen Horner presented the item and stated that she would be going over the liaison reports and some thoughts about how to move forward to be more transparent with the public by giving them sufficient notice on the topics being discussed so that they can attend and participate as they desire. With that said, Mrs. Horner stated that if a member of council has an item that he/she would like to report on or discuss, that item can be reported to the City Secretary who will then work with the Mayor and City Manager to have that item placed on the agenda. Thus, allowing for everybody to know exactly what is going to be discussed, but also, will not impair the Council's ability to talk about a subject.

Mayor Pro Tem Griffon requested clarification on the time frame to submit items to the City Secretary's Office for placement on the agenda. City Manager Morad Kabiri stated that a specific timeline has not been identified and is something that should probably be done to allow for enough time to review and research items prior to their placement on an agenda.

Mrs. Horner further explained that there are some items of committee interest that do not have to be posted on an agenda, such as, an event that the council is going to attend, or city events like the Read at the Library, and other types of items that they might attend and/or participate in. Again, councilmember can announce these details and not have to worry about having to get with the City Secretary beforehand to post; other items include congratulations, condolences, events that are being sponsored or events that they might attend, items of public safety issues or emergency items.

Mrs. Horner further noted that if something does come up during the meeting that is not posted on the agenda, but is an item of community interest, a report can be given by a staff member or by the council, but no action can be taken, and no discussion of possible action should be discussed. Additionally, should a matter come up, there are three things that can be done, (1) staff can respond with specific factual information about policies, (2) the item or person can be referred to the staff, or (3) offer to place the item on a future agenda.

Councilmember Hanks asked if a councilmember is speaking as a liaison at a Planning and Zoning Commission meeting and is asked to give an update on an ordinance that has already had its first reading and is pending its second, such as the Fireworks Ordinance, can this item be reported on if it is not listed on the Planning and Zoning agenda with factual information. Mrs. Horner responded that it is probably a good practice to post those types of updates on the agenda just to be clear on what will be discussed, however, she also noted that the fireworks ordinance and the manner in which the City issues permits and things like that really is not under the purview of the Planning and Zoning Commission, so it is really nothing over which they have jurisdiction.

Councilmember Rockey asked what was the impetus that was driving this item that says council cannot present reports without having an agenda item. Mrs. Horner stated that the staff is striving for transparency which is in line with the goal of the council of being more transparent and giving the council the opportunity to discuss items should they desire to do so.

Councilmember Rockey asked if as the liaison for the Library Board, he was allowed to talk about the plans for the gala without an agenda item. Mrs. Horner stated that as the event is hosted by the city, it is considered an item of community interest that can be reported without the need for an agenda item.

Mayor Pro Tem Griffon asked if it would be a good rule of thumb if they believe that maybe the public would want to speak on a particular subject, for transparency reasons, that said item should be posted on the agenda. Mrs. Horner stated that it would be a good rule of thumb if a member of council wanted to talk about an item, that it be given to the City Secretary for placement on the agenda, so there's no question to the public and they can attend or tune in for the meeting if they want.

Councilmember Branson asked for clarification purposes, if this guidance extended to other boards, such as the Planning and Zoning Commission and liaisons reporting back to those boards should be done under the public comment portion of the meeting. Mrs. Horner responded that her assessment was correct.

City Manager Morad Kabiri stated that if there is a factual answer to something that's already city policy, council is permitted to present that information, so if there is a question of whether or not the fireworks ordinance passed, Councilmember Hanks can respond that yes it did, but the discussion cannot go into details or further discussion.

Councilmember Hanks noted that from her understanding the Planning and Zoning Commission and the Zoning Board of Adjustment are actually under more strict rules than the City's advisory boards, such as the Keep Friendswood beautiful and the Library Board. Mr. Kabiri stated that she was correct, and that the first two were subject to the Open Meetings Act which the advisory boards were not. He continued, the Planning and Zoning Commission and the Zoning Board of Adjustment are quasi-judicial bodies that act much like a court of law.

Councilmember Hanks inquired if a councilmember makes a comment on something that is on the agenda, and no one else says anything, will the council be ok. Mrs. Horner stated that it should be ok; however, as the goal is to be more transparent, every attempt should be made to post those items.

In response to questions regarding the placement of items on the agenda, Mrs. Horner stated that the Council's Rules of Procedure will be discussed at length at the Council's upcoming retreat, and any necessary changes to the rules can be discussed at that time.

9. REQUEST TO VACATE EASEMENTS ON FALLING LEAF

- A. Conduct a public hearing regarding a request to vacate 20-foot drainage easement and a 10-foot drainage access easement for maintenance located at 1309 Falling Leaf Drive, Friendswood, Galveston County, Texas.**

At 6:49 P.M., Mayor Foreman opened a public hearing and requested that staff give council an overview of the item.

Planning Manager Becky Bennett presented the item and stated that this request is to vacate a 20-foot drainage easement plus a 10-foot maintenance easement for the drainage easement, which runs through the middle of 1309 Falling Leaf Drive. She noted that there are no drainage facilities in the easement and the drainage district has issued a letter of no objection stating that they will not need that easement for anything in the future.

Mr. Ross Eubanks, the applicant signed up to speak but did not make any comments.

At 6:50 P.M., with there being no one signed up to speak, Mayor Foreman closed the public hearing.

B. Consider the first reading of an ordinance approving a request to vacate 20-foot drainage easement and a 10-foot drainage access easement for maintenance located at 1309 Falling Leaf Drive, Friendswood, Galveston County, Texas.

A motion was made by Councilmember Hanks and seconded by Councilmember Rockey to approve the first reading of Ordinance No. 2022-11, related to Item 9.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None.

The item passed unanimously.

ORDINANCE NO. 2022-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE ABANDONMENT OF THE CITY'S INTEREST IN A TWENTY-FOOT (20') WIDE DRAINAGE EASEMENT AND A TEN-FOOT (10') WIDE DRAINAGE EASEMENT ACCESS FOR MAINTENANCE OVER AND ACROSS PROPERTY LOCATED AT 1309 FALLING LEAF DRIVE FRIENDSWOOD, GALVESTON COUNTY, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED RELEASING THE CITY'S INTEREST IN SAID EASEMENTS; AND ESTABLISHING THE EFFECTIVE DATE.

10. CITY MANAGER'S REPORT

A. Present an update of the Spring Sparkle clean-up event.

City Manager Morad Kabiri presented the item and stated that the Spring Sparkle event was held on April 9th and there were several residents that dropped off a variety of junk, for lack of a better term, that they no longer needed, and some items were donated towards the KFB garage sale.

B. Present an update regarding the Friendswood Public Library Summer Reading Programs.

City Manager Morad Kabiri presented the item and stated that the Library is gearing up for its summer of fun activities with several events scheduled to take place this month. Festivities will kick off officially on Wednesday, June 1st with a Story Walk, and Glitter Tattoo Artists Event. He further noted that there will be activities throughout the entire summer, and weekly events for kids and adults of all ages to participate in, so all are encouraged to attend.

C. Present an update regarding Concerts in the Park.

City Manager Morad Kabiri presented the item and stated that the Concerts in the Park series starts this Friday, May 6th with the Friendswood High School band who, along with his son, will be playing jazz renditions. Other concert dates include:

- May 13th - Modulation (Variety)
- May 20th - Gary-Michael Dahl (Smooth Jazz/R&B)
- May 27th - Black Friday Project (Classic Rock/R&B)
- June 3rd - AM-FM (70's Rock Experience)
- June 10th - CTS (Queen of Tejano & Latin Tribute)
- June 17th - Guns N' Texas (Guns N' Roses Tribute)
- June 24th - Texas Eagles (Eagles Tribute)

D. Present and update regarding the Youth Fishing Derby.

City Manager Morad Kabiri presented the item and stated that the Youth Fishing Derby is a fun event for kids ages 16 and under that is scheduled for Saturday, May 7th; longer rods, equipment and bait out will be available for kids to participate in the fishing tournament.

E. Present an update on general commercial and residential developments.

City Manager Morad Kabiri presented the item and gave a brief update on both the commercial and residential growth in the city. The general development update included the following:

- FY2022 through March
 - 14 approved plats
 - 7 approved site plans
 - 7 approved zone changes
- Recent notable projects
 - Red Ball Oxygen, has an approved site plan
 - Ocean Sushi & Ramen, has completed its build-out permit
 - Tropical Smoothie Café, has completed its build-out permit

- Avalon Recreation Center, has an approved site plan
- Statistics
 - 76 new homes permitted, average valuation \$445K (\$33.8M total)
 - 20 more than prior year
 - 46 new commercial and commercial buildouts
 - 16 more than prior year

F. Present information regarding Public Works Week, May 15 - 21, 2022.

City Manager Morad Kabiri presented the item and stated that Public Works Week is from May 15th through the 21st. He noted that Mayor Foreman will be presenting a proclamation for Public Works Week to the Public Works staff next week, and he wanted to thank Public works Director Rene Ibarra and his team for all that they do for the Friendswood community, not just for keeping the day to day going, but also for the emergency personnel necessary to operate the city during emergency events.

Mr. Kabiri also noted that May, is International Firefighter's Day, Building Safety Month and National Municipal Clerk's week is the 1st through 7th. Other items of note included the following:

- Hurricane Preparedness Week, 1st through 7th;
- National Police Week, the 15th through 21st;
- Receptionist Day, the 13th;
- Peace Officer Day on the 15th; and
- Bike to Work Day, on the 15th.

11. BUSINESS ITEMS

A. Consider authorizing the City Manager to negotiate and execute pre-event standby contracts for disaster logistics with Garner Environmental Services Inc., and DRC Emergency Services, LLC.

This item authorizes the City Manager to negotiate and execute pre-event standby contracts for disaster logistics with Garner Environmental Services Inc., and DRC Emergency Services, LLC. These pre-event contracts provide emergency equipment (generators, pumps, light towers) in the event of an unforeseen declared emergency/disaster.

On March 16, 2022, the Fire Marshal's Office/Office of Emergency Management went out for Proposals RFP 2022-07 for Disaster Logistics. RFP 2022-07 was published in The Reporter News on March 16 & 23, 2022 and, as a result, four proposals were received: (i) Garner, (ii) EM Solutions, (iii) DRC Emergency Services, and (iv) Cotton Logistics. The proposals were opened on April 5, 2022, and after review, the selection committee recommended that the pre-event contracts for disaster logistics be awarded to the top two vendors, Garner and DRC Emergency Services, understanding that each event is different in size, complexity, and resource availability; therefore, the City will activate contracts based on driven needs. There is no recommendation for primary, secondary, or tertiary vendors.

The City will have access to the vendor's entire equipment and service inventory and will only be charged for the use of items when requested or ordered because of an emergency/disaster. FEMA requires that pre-event contracts are in place prior to an event. There is no upfront cost for this contract to be in place. Funds would be appropriated only if a notice to proceed is issued by the City.

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to authorize the City Manager to negotiate and execute pre-event standby contracts for disaster logistics with Garner Environmental Services Inc., and DRC Emergency Services, LLC. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None.

The item passed unanimously.

B. Consider approving the roles and responsibilities and the 2022 Strategic Plan of the Community and Economic Development Committee.

Assistant City Manager Steven Rhea presented the item and stated that the documents attached to the agenda item outlined the process and planning that generated the updated Roles and Responsibilities and Mission Statement along with the Strategic Plan and Mission Elements for the Community and Economic Development Committee (CEDC). He further noted that this process was done over of two CEDC meetings in the form of retreats. He noted that the purpose of the retreat was twofold, (1) to understand the roles and responsibilities of the Committee and (2) to identify the key elements of the mission for the CEDC.

Councilmember Branson stated that the CEDC works very hard on this item, and it has been very exciting to see members that have been on this committee for a very long time along with the new come together in this retreat to formulate new and exciting things that they can bring to the table.

Councilmember Scott stated that is the mission of the CEDC is to make Friendswood a big destination city, he would caution all citizens to be leery of a government that encourages the need for more commercial developments to offset property taxes, because it never happens. He noted that Friendswood has a break from property taxes because the fiscally responsible council and city staff that keep costs under control and do a tremendous job budgeting, so resist bringing outsiders into the community and making this a destination city.

Councilmember Branson stated that she wanted to be very clear that she did not see where the committee intended to make this a destination city but was instead looking at having some things within the city for the residents so they can enjoy and spend their free time within Friendswood versus driving into Houston or down to Galveston or other places to spend their money when they can do that here in town.

Mayor Foreman stated that he applauded the CEDC for wanting to make this the best Friendswood possible to attract businesses and restaurants to the Downtown so that Friendswood residents do not have to drive to the mall for entertainment and they can just stay here in Friendswood.

Councilmember Rockey asked if the approval of this item was time sensitive. City Manager Morad Kabiri noted that while this item is not necessarily time-sensitive, like any other committee, they would like some reassurance from the council that they support of their direction and actions. If there is not, then they will need some guidance on what the council would like for them to focus on moving forward. Mr. Kabiri did note that from his perspective this committee has by far done more in the last year than the last ten years combined.

Councilmember Hanks stated that Friendswood has not always been considered business-friendly, and from her perspective, it seemed that the CEDC's focus has been to bring and retain relevant and diverse businesses in Friendswood. She further noted that the goal was to make Friendswood the best version of itself and not a copy of any other city, and to do that, it is important to help maintain, grow and support the City's local business community.

A motion was made by Mayor Pro Tem Griffon and seconded by Councilmember Hanks to approve the roles and responsibilities and the 2022 Strategic Plan of the Community and Economic Development Committee. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, and Mayor Pro Tem Robert J. Griffon.

Nays: Councilmember John Scott, and Councilmember Brent Erenwert.

The item passed.

C. Consider appointing Ms. Grace Blasingame and Ms. Paula Matranga to Keep Friendswood Beautiful for a term set to begin immediately and end in November 2024.

This item allows the Council to appoint Ms. Grace Blasingame and Ms. Paula Matranga to serve an unexpired three-year term beginning immediately and ending on November 1, 2024. Both appointees have complied with the requirements of the City's Appointment Policy and staff recommends approval.

A motion was made by Councilmember Scott and seconded by Mayor Pro Tem Griffon to appoint Ms. Grace Blasingame and Ms. Paula Matranga to Keep Friendswood Beautiful for a term set to begin immediately and end in November 2024. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None.

The item passed unanimously.

D. Consider awarding the Citywide Parks and Facility Mowing Services Contract to Neoglobal Enterprises, LLC, d/b/a Horticare (IFB 2022-06).

This item awards the Citywide Parks and Facility Mowing Services Contract to Neoglobal Enterprises, LLC, d/b/a Horticare, in the amount of \$314,109.

After receiving a letter from Yellowstone Landscape on March 1, 2022, for a significant increase to the base contractual services agreement, it was recommended to terminate the contract effective April 1, 2022. Staff solicited monthly bids for City mowing services until a new bid could be awarded through the bid process IFB 2022-06.

A total of ten (10) bids were received for IFB 2022-06, which bid specified that the award of the bid would be made to the bidder who provides the requested services at the best value for the City, based upon the following criteria:

1. adherence to service description/specification/qualification requirements;
2. price;
3. reputation of Contractor and Contractor's services; and
4. Contractor's past relationship with the City.

After considering these factors, staff recommends awarding the bid to Horticare as being the contractor that will provide the best value to the City. The City's FY22 adopted budget includes adequate funding to cover the successful bidder's proposed contract total.

A motion was made by Councilmember Scott and seconded by Mayor Pro Tem Griffon to award the Citywide Parks and Facility Mowing Services Contract to Neoglobal Enterprises, LLC, d/b/a Horticare (IFB 2022-06). The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None.

The item passed unanimously.

12. RESOLUTIONS & ORDINANCES

A. Consider the second and final reading of an ordinance amending Chapter 30 "Fire Protection And Prevention," Article IV "Fireworks," Section 30-139 "Definitions"; Section 30-140 "General provisions"; Section 30-141 "Exceptions"; Section 30-142 "Public displays exempted"; Section 30-143 "Illegal fireworks declared nuisance; seizure and destruction"; Section 30-144 "Penalty for violation of this article"; and Section 30-145 "Permitted transportation; identification" of the Friendswood City Code to regulate fireworks in accordance with state law, to generally prohibit fireworks from being ignited on property within

the city, and to prohibit public displays by persons other than a governmental entity during certain times of the year.

A motion was made by Mayor Pro Tem Griffon and seconded by Councilmember Hanks to approve the second and final reading of Ordinance No. 2022-09, related to Item 12.A. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None.

The item passed unanimously.

ORDINANCE NO. 2022- 09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 30 "FIRE PROTECTION AND PREVENTION," ARTICLE IV "FIREWORKS," SECTION 30-139 "DEFINITIONS"; SECTION 30-140 "GENERAL PROVISIONS"; SECTION 30-141 "EXCEPTIONS"; SECTION 30-142 "PUBLIC DISPLAYS EXEMPTED"; SECTION 30-143 "ILLEGAL FIREWORKS DECLARED NUISANCE; SEIZURE AND DESTRUCTION"; SECTION 30-144 "PENALTY FOR VIOLATION OF THIS ARTICLE"; AND SECTION 30-145 "PERMITTED TRANSPORTATION; IDENTIFICATION" OF THE FRIENDSWOOD CITY CODE TO REGULATE FIREWORKS IN ACCORDANCE WITH STATE LAW, TO GENERALLY PROHIBIT FIREWORKS FROM BEING IGNITED ON PROPERTY WITHIN THE CITY, AND TO PROHIBIT PUBLIC DISPLAYS BY PERSONS OTHER THAN A GOVERNMENTAL ENTITY DURING CERTAIN TIMES OF THE YEAR; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

B. Consider the first and final reading of an ordinance amending the City's General Budget for Fiscal Year 2021-2022 by approving "Budget Amendment VIII" and providing for supplemental appropriation and/or transfer of certain funds.

This proposed ordinance approves budget amendments for the following:

1. PEG Channel – Studio Equipment & Supplies, \$8,640. Appropriate PEG Channel funds for equipment to be used for recording and broadcasting community events, improving public safety communication with the public, and other city-wide productions. The funding source will be restricted General Fund balance reserves from PEG Channel revenue.
2. Engineering – Asphalt Street Maintenance Program, \$500,000. Appropriate funds for the 2021-2022 Street Maintenance Program. Council awarded the construction contract to

Pavecon Ltd. Co. on April 4, 2022. This year's Asphalt Street Maintenance Program is valued at \$900,000 and will include full depth reclamation and overlay of Cowards Creek Drive, Garden Drive, Murphy Lane, and Sedora Drive. The contract will be split between the General Fund Adopted Budget and the Street Improvement Fund. A portion of the funding, in the amount of \$500,000, will come from unassigned Street Improvements Fund balance.

3. Water & Sewer Revenue Bonds Series 2021 – Engineering Contract, \$29,366. Appropriate funds for Change Order #1 approved on March 30, 2022 for the Garver, LLC engineering contract. Garver will expand their scope of work and adjust their models to include assessment of water system improvements needs for the Georgetown and Friendswood Trails communities. Funds will be appropriated from the 2021 Water & Sewer Bond Construction Fund.

4. Parks & Recreation Donation – Centennial Park Improvements, \$1,500. Appropriate donation received from the Friendswood Colts for improvements at Centennial Park. The appropriation will be recorded in the Parks division operating budget.

5. Municipal Court – Workspace Renovation, \$17,000.* Appropriate funds to renovate the Municipal Court workspace. Plans involve replacing the straight counter and deteriorated cabinetry used by the 3 clerks with individual u-shaped workspaces. The current workspace, built 15+ years ago, can no longer accommodate all the necessary technology equipment used by Municipal Court. The renovation will increase efficiency and improve safety. The funding source will be unassigned general fund balance.

6. Fire Station #2 Reconstruction – TML Insurance for Burn Building, \$58,032. Appropriate TML insurance proceeds received in the prior fiscal year after the burn building was totaled during a training exercise. The proceeds were received on December 28, 2020. Funds will be used for costs associated with the reconstruction of Fire Station #2 & the Training Facility project. Specifically, funds will be used for the inclusion of an ADA compliant water fountain, tree relocations as required by City code, and other general Fire Station #2 construction overages.

7. Municipal Court Fund – Public Safety Building Expansion, \$92,781. Appropriate funds to support the Public Safety Building Expansion project. A security connector will be constructed using funding designated for court security. Funds will be appropriated from the Municipal Court Fund unassigned fund balance.

8. Public Works/Engineering – Remote Water Monitoring System, \$14,200. Appropriate funds for the installation of a remote water monitoring system. These (5) units, all AFC Semper Remote Pressure Monitor with Impulse Technology, give us the ability to monitor pressures for the purposes of transient analysis, fire flow testing, customer pressure concerns, and hydraulic model calibration. They have a very flexible installation method allowing the City to use a smaller number of units to cover a large area by moving them around without retrofitting current assets. The data is shared via an internal cellular modem, and the included software computes a combination of minimum, average and maximum

values, with time stamps. They are Bluetooth and GIS capable, have settings for alarm notifications, and up to a 5-year battery life. Funds will be appropriated from Water & Sewer working capital.

9. Administrative Services – Gravity Budget Automation Software, \$27,000. Appropriate funds for the implementation of a cloud-based budget automation software which will streamline the budgeting process and provide the necessary technology to transform the budget document into a digital, interactive reporting tool. Gravity gives Administrative Services the ability to present actual and budget data as well as key performance metrics via interactive charts and graphs using their dashboards and visualization features. Utilizing this technology will improve our internal workflows and reduce time spent by departments in developing the budget. The funding source will be unassigned General Fund balance.

10. City Secretary's Office – Transfer Funding to City Attorney's Office for Legal Assistant, \$81,178. Transfer funding budgeted for a Records Coordinator position, which is currently vacant, in the City Secretary's Office to the City Attorney's Office for the creation of a new position listed as a Legal Assistant. The total transfer includes wages and benefits.

A motion was made by Councilmember Scott and seconded by Mayor Pro Tem Griffon to approve Ordinance No. 2022-12, related to Item 12.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None.

The item passed unanimously.

ORDINANCE NO. 2022-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2021-22, PASSED AND APPROVED SEPTEMBER 13, 2021, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2021-2022, BY APPROVING "BUDGET AMENDMENT VIII" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

13. CONSENT AGENDA

A motion was made by Councilmember Scott and seconded by Mayor Pro Tem Griffon to approve the Consent Agenda, Items 13.A through 13.H. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None.

The item passed unanimously.

- A. Consider the second and final reading of an ordinance amending Appendix C "Zoning," Section 2 "Establishment of districts," "Section 6 "Non-conforming uses, structures and lots," Section 7 "Schedule of district regulations," Section 8 "Supplementary district regulations," and Section 20 "Definitions" of the Friendswood City Code to remove the Multi-Family Residential (MFR) reference from the Garden Home District (GHD) Zoning District and establish architectural and site related requirements for garden home developments.**

ORDINANCE NO. 2022-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX C "ZONING," SECTION 2 "ESTABLISHMENT OF DISTRICTS"; "SECTION 6. NONCONFORMING USES, STRUCTURES AND LOTS," SUBSECTION B "NONCONFORMING USES," PARAGRAPH 4; SECTION 7 "SCHEDULE OF DISTRICT REGULATIONS," SUBSECTION C.1, SUBSECTION P.6 AND SUBSECTION Q; "SECTION 8 "SUPPLEMENTARY DISTRICT REGULATIONS," SUBSECTION I "LANDSCAPING AND SCREENING REQUIREMENTS," PARAGRAPH 2.E(3)(B) AND PARAGRAPH 2.F(3)(A)(III); AND "SECTION 20 "DEFINITIONS" OF THE FRIENDSWOOD CITY CODE TO REMOVE THE MULTI-FAMILY RESIDENTIAL (MFR) REFERENCE FROM THE GARDEN HOME DISTRICT (GHD) ZONING DISTRICT, TO ESTABLISH ARCHITECTURAL AND SITE RELATED REQUIREMENTS FOR GARDEN HOME DEVELOPMENTS, AND TO AMEND THE DEFINITION OF "DWELLING, GARDEN HOME"; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

- B. Consider a resolution denying the application of CenterPoint Energy Houston Electric, LLC, for approval to amend its distribution cost recovery factor to increase distribution rates within the City.**

RESOLUTION NO. R2022-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DENYING THE APPLICATION OF CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY;

FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING FOR AN EFFECTIVE DATE.

- C. Consider a resolution denying the application of Texas New Mexico Power Company for approval to amend its distribution cost recovery factor to increase distribution rates within the City.**

RESOLUTION NO. R2022-15

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DENYING THE APPLICATION OF TEXAS-NEW MEXICO POWER COMPANY'S FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY; AUTHORIZING PARTICIPATION WITH TNMP CITIES; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF..

- D. Consider the final acceptance of the Sterling Creek, Section 5 and 6 Public Paving and Utilities Improvements Project at the completion of the contractor's one-year maintenance bond.**

This agenda item is to authorize the final acceptance of the Project and formally release the bond. The City began its one-year maintenance period of Sterling Creek, Section 5 and 6 Public Paving and Utilities Improvement Project (the "Project") in May 2021. That maintenance bond has now expired, and staff conducted a one-year warranty inspection and found everything to be in working order.

- E. Consider approving the disposal of nine Public Works vehicles and six heavy equipment pieces through Public Surplus Auction.**

The Public Works and Administrative Services Departments present nine (9) Public Works vehicles and six (6) Public Works pieces of heavy equipment machinery for disposal. The items will be disposed of through Public Purchase Auction. All of these vehicles and equipment have been in service for 10 years or more. A few of the items were impacted by Hurricane Harvey and were decommissioned, replaced with insurance proceeds, or too costly to continue to repair. Auctioning these items will also assist us with our critical effort of applying continued housekeeping at our public works yard. The vehicles and equipment to be auctioned are identified below:

- PW37 - 2006 Ford F250 – VIN# 1FTSW20576ED01939
- PW42 – 2009 Ford F150 - VIN# 1FTRX12W79KB83988
- PW44 – 2000 Ford F150 - VIN# 1FTRX17W8YNB21070
- PW45 – 2010 Ford F150 - VIN# 1FTEX1CW8AFB13507
- PW46 – 2010 Ford F150 - VIN# 1FTEX1CW6AFB13506

- PW50 – 2011 Ford F150 - VIN# 1FTFX1CF8BFA15020
- PW53 – 1995 Dodge 2500 - VIN# 1B7KC26C2SS216372
- PW71 – 2006 Chevrolet 1500 - VIN# 3GCEC14V16G224598
- PW109 – 2001 New Holland Backhoe/ loader - 31031618
- PW112 – 1999 John Deere Mower - LO4300C335279
- PW122 – Ford F350 - VIN# 2FDKF37M6RCA49514
- PW177 – Leaf trailer – N/A - Homemade
- S-10 – 1952 CAT 112 Maintainer - 82F692
- S-38 – 1984 Ford 5610 tractor - C707386
- S-78 – 1987 Case 385 - B005086C10B47005

F. Consider accepting the March 2022 tax report.

G. Consider approving the minutes of the City Council Regular Meeting held on March 7, 2022.

H. Consider approving the minutes of the City Council Regular Meeting held on April 4, 2022.

14. EXECUTIVE SESSION

A. Recess into and conduct an executive session pursuant to the Texas Government Code, Section 551.074 to deliberate the annual performance of the City Manager.

B. Recess into and conduct an executive session pursuant to the Texas Government Code, Section 551.087 to deliberate the offer of a financial or other incentive to a business prospect.

At 7:17 P.M. Mayor Foreman recessed and convened into an executive session pursuant to Texas Government Code, Section 551.074 “Personnel Matters” of the Texas Government Code to deliberate the annual performance of the City Manager and Section 551.087 to deliberate the offer of a financial or other incentive to a business prospect.

At 7:50 P.M., Mayor Foreman reconvened the regular meeting and announced that in accordance with Section 551.102 of the Texas Government Code, no action was taken in executive session.

15. ACTION ITEMS RELATED TO EXECUTIVE SESSIONS

A. Consider and take possible action regarding the City Manager’s annual review.

A motion was made by Councilmember Rockey and seconded by Councilmember Scott to approve a 3.5% increase to the City Manager’s salary. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None.

The item passed unanimously.

B. Consider a proposed offer of a financial or other incentive to a business prospect.

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to approve an incentive to a business prospect. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None.

The item passed unanimously.

16. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the May 2, 2022, City Council Regular Meeting at 7:51 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 05/26/2022

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the minutes of the City Council Special Meeting held on May 18, 2022.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2022 05 18 CC SP Meeting Minutes (Draft)

**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
MAY 18, 2022**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A SPECIAL MEETING ON WEDNESDAY, MAY 18, 2022, IN THE COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

Trish Hanks	Councilmember
Steve Rockey	Councilmember
Sally Branson	Councilmember
Robert J. Griffon	Mayor Pro Tem
John Scott	Councilmember
Brent Erenwert	Councilmember
 Mike Foreman	 Mayor
 Steven Rhea	 Acting City Manager
Karen Horner	City Attorney
Leticia Brysch	City Secretary

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 5:30 P.M.; all members were present.

2. INVOCATION

The invocation was led by Minister Matt Parker with First Baptist Church of Friendswood.

3. PLEDGE OF ALLEGIANCE – United States and State of Texas

Mayor Foreman led the Invocation and Pledge of Allegiance for both the United States and the State of Texas.

4. PUBLIC COMMUNICATIONS

Mayor Foreman stated that there were no speakers and moved onto the next item.

5. ELECTION CANVASS

A. Canvass the returns of the City of Friendswood General and Special Elections held on May 7, 2022.

City Secretary Lettie Brysch presented the tabulation results to the City Council from the May 7, 2022, General Election and Special Election. Mayor Foreman read out the tabulated results as follows:

The voter summary was as follows:

VOTER SUMMARY	NUMBER OF VOTERS
TOTAL ABSENTEE BALLOTS CAST	456
TOTAL BALLOTS CAST FOR EARLY VOTING	1,389
TOTAL BALLOTS CAST FOR ELECTION DAY	845
TOTAL VOTING PROVISIONAL BALLOTS	0
TOTAL NUMBER OF REGISTERED VOTERS	23,586
TOTAL NUMBER OF VOTES CASTS	2,690
VOTER TURNOUT	11.41%

The General Election summary was as follows:

GENERAL ELECTION					
CANDIDATES		TOTAL VOTES CAST			
		Galveston	Harris	Total	%
Councilmember Position No. 4	Robert J. Griffon	1903	204	2107	100.00%
	N/A	0	0	0	0.00%
TOTALS				2107	100.00%
CANDIDATES		TOTAL VOTES CAST			
		Galveston	Harris	Total	%
Councilmember Position No. 6	Meg Crowley	848	109	957	38.79%
	Brent Erenwert	1365	145	1510	61.21%
TOTALS				2467	100.00%

The Special Election summary was the following:

SPECIAL ELECTION					
PROPOSITIONS		TOTAL VOTES CAST			
		Galveston	Harris	Total	%
Prop. A - THE AMENDMENT TO ARTICLE II "POWERS OF THE CITY," SECTION 2.01 "GENERAL POWERS" OF THE FRIENDSWOOD CITY CHARTER TO AUTHORIZE THE PURCHASE OF PROPERTY WITHIN GALVESTON, HARRIS AND BRAZORIA COUNTIES.	FOR	1312	181	1493	58.32%
	AGAINST	970	97	1067	41.68%
TOTALS		PASS		2560	100.00%

Prop. B - THE AMENDMENT TO ARTICLE III “CITY COUNCIL,” SECTION 3.02 “QUALIFICATIONS,” OF THE FRIENDSWOOD CITY CHARTER TO REMOVE THE REFERENCE TO QUALIFICATIONS REQUIRED TO FILE FOR OFFICE FROM THIS SECTION, WHICH PERTAINS TO QUALIFICATIONS WHILE IN OFFICE.	FOR	1035	131	1166	47.40%
	AGAINST	1153	141	1294	52.60%
	TOTALS	FAIL		2460	100.00%
Prop. C - THE AMENDMENT TO ARTICLE III “CITY COUNCIL,” SECTION 3.09 “MEETINGS OF THE CITY COUNCIL” OF THE FRIENDSWOOD CITY CHARTER TO CONFORM MEETINGS OF THE CITY COUNCIL TO THE REQUIREMENTS OF STATE LAW.	FOR	1722	224	1946	76.89%
	AGAINST	530	55	585	23.11%
	TOTALS	PASS		2531	100.00%
Prop. D - THE AMENDMENT TO REPEAL AND REPLACE ARTICLE III “CITY COUNCIL,” SECTION 3.11 “ORDINANCES IN GENERAL” OF THE FRIENDSWOOD CITY CHARTER TO UPDATE THE PROCEDURES FOR THE PASSAGE OF ORDINANCES AND THEIR EFFECTIVE DATES.	FOR	1505	182	1687	68.80%
	AGAINST	683	82	765	31.20%
	TOTALS	PASS		2452	100.00%
Prop. E - THE AMENDMENT TO REPEAL AND REPLACE ARTICLE III “CITY COUNCIL,” SECTION 3.11 “ORDINANCES IN GENERAL” OF THE FRIENDSWOOD CITY CHARTER TO UPDATE THE PROCEDURES FOR THE PASSAGE OF ORDINANCES AND THEIR EFFECTIVE DATES.	FOR	1317	153	1470	59.23%
	AGAINST	895	117	1012	40.77%
	TOTALS	PASS		2482	100.00%
Prop. F - THE AMENDMENT TO ARTICLE V “INITIATIVE, REFERENDUM AND RECALL,” SECTION 5.06 “ACTION ON PETITIONS,” SUBSECTION (B) “SUBMISSION TO VOTERS” OF THE FRIENDSWOOD CITY CHARTER TO REQUIRE A PROPOSED OR REFERRED ORDINANCE BE POSTED ON THE CITY’S WEBSITE INSTEAD OF BEING POSTED AT EACH POLLING LOCATION AND ON THE CITY’S NOTICE BOARDS.	FOR	1365	155	1520	61.27%
	AGAINST	848	113	961	38.73%
	TOTALS	PASS		2481	100.00%
Prop. G - THE AMENDMENT TO ARTICLE VI “NOMINATIONS AND ELECTIONS; OATH OF OFFICE,” SECTION 6.04 “CANVASSING AND ELECTION RESULTS,” SUBSECTION (A) “CANVASSING” OF THE FRIENDSWOOD CITY CHARTER TO CONFORM THE CANVASSING REQUIREMENTS TO STATE LAW.	FOR	1624	199	1823	74.35%
	AGAINST	558	71	629	25.65%
	TOTALS	PASS		2452	100.00%
Prop. H - THE AMENDMENT TO ARTICLE VIII “FINANCIAL ADMINISTRATION,” SECTION 8.03 “ANNUAL BUDGET,” SUBSECTION (A) “CONTENT” AND SUBSECTION (C) “PUBLIC NOTICE AND HEARING” OF THE FRIENDSWOOD CITY CHARTER TO CONFORM BUDGET MATTERS RELATED TO CONTENT AND HEARINGS TO STATE LAW.	FOR	1658	204	1862	75.69%
	AGAINST	535	63	598	24.31%
	TOTALS	PASS		2460	100.00%
Prop. I - THE AMENDMENT TO ARTICLE VIII “FINANCIAL ADMINISTRATION,” SECTION 8.05 “BORROWING FOR CAPITAL IMPROVEMENTS,” SUBSECTION (F) “ELECTIONS TO AUTHORIZE DEBT” OF THE FRIENDSWOOD CITY CHARTER TO AUTHORIZE COUNCIL TO ISSUE DEBT ONLY TO THE EXTENT ALLOWED BY LAW BUT REQUIRE VOTER APPROVAL PRIOR TO THE ISSUANCE OF CERTIFICATES OF OBLIGATION.	FOR	1620	214	1834	73.54%
	AGAINST	606	54	660	26.46%

	TOTALS	PASS		2494	100.00%
Prop. J - THE AMENDMENT TO ARTICLE IX “FRANCHISES AND PUBLIC UTILITIES,” SECTION 9.10 “PUBLIC SERVICE CORPORATIONS TO FILE ANNUAL REPORTS” OF THE FRIENDSWOOD CITY CHARTER TO ALLOW COUNCIL TO DETERMINE WHEN PUBLIC SERVICE CORPORATIONS ARE REQUIRED TO FILE ANNUAL REPORTS WITH THE CITY.	FOR	1487	187	1674	68.80%
	AGAINST	683	76	759	31.20%
	TOTALS	PASS		2433	100.00%
Prop. K - AMENDMENT TO ARTICLE XI “GENERAL PROVISIONS,” SECTION 11.02 “CITY NEWSPAPER” OF THE FRIENDSWOOD CITY CHARTER TO REQUIRE THE CITY COUNCIL TO DESIGNATE A PUBLIC NEWSPAPER FOR ITS PUBLICATIONS AT LEAST EVERY TWO YEARS.	FOR	1535	202	1737	71.07%
	AGAINST	644	63	707	28.93%
	TOTALS	PASS		2444	100.00%

Mayor Foreman delivered the election return tally lists, early voting and election day results along with all supporting documentation to the City Secretary, the custodian of election records, who shall preserve them for the required retention period. At 5:37 P.M., Mayor Foreman concluded the canvass of the City's May 7, 2022, General Election and Special Election.

B. Consider an ordinance declaring the results of the City of Friendswood General and Special Elections held on May 7, 2022.

A motion was made by Mayor Pro Tem Griffon and seconded by Councilmember Erenwert to approve Ordinance No. 2022-05, regarding Agenda Item 5.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Mayor Pro Tem Robert J. Griffon, Councilmember John Scott, and Councilmember Brent Erenwert.

Nays: None

The item passed unanimously.

ORDINANCE NO. 2022-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DECLARING THE RESULTS OF THE MUNICIPAL ELECTION HELD MAY 7, 2022, CONCERNING THE ELECTION OF COUNCILMEMBERS FOR POSITION NUMBERS FOUR (4) AND SIX (6) OF THE CITY OF FRIENDSWOOD; DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD MAY 2, 2022, CONCERNING ELEVEN (11) PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF FRIENDSWOOD, TEXAS; AND PROVIDING FOR THE EFFECTIVE DATE.

6. SWEARING-IN CEREMONY

A. Administer the oaths of office to Robert J. Griffon, Councilmember Position No. Four and Brent Erenwert, Councilmember Position No. Six.

Mayor Foreman presented the certificate of election, and Associate Judge Robert J. Barfield administered the oath of office and statement of elected official for Mayor Pro Tem Robert J. Griffon.

Mayor Foreman presented the certificate of election, and Associate Judge Robert J. Barfield administered the oath office and statement of elected official for Councilmember Brent Erenwert.

Mayor Foreman congratulated Mayor Pro Tem Griffon and Councilmember Erenwert and welcomed all those present to partake of the incoming council reception after the meeting.

7. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the May 18, 2022, City Council Special Meeting at 5:43 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/22/2022

Prepared by: Karen Horner, City Attorney

Subject: Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding *City of Friendswood v. Tostado*, in the Court of Appeals of Texas, Houston (1st Dist.); Cause No. 01-20-00398-CV.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item will allow the City Council to receive legal advice from its attorneys regarding this lawsuit.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/13/2022

Prepared by: Karen Horner, City Attorney

Subject: Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding the Class Action Settlement of *City of Long Beach, et al, v. Monsanto Company, et al.*, in the U.S. District Court, Central District of California - Western District; Cause No. 2:16-cv-03493-FMO-AS.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding the Class Action Settlement of *City of Long Beach, et al, v. Monsanto Company, et al.*, in the U.S. District Court, Central District of California - Western District; Cause No. 2:16-cv-03493-FMO-AS.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/28/2022

Prepared by: Karen Horner, City Attorney

Subject: Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding the Class Action Settlement of *In re Capacitors Antitrust Litigation*, in the United States District Court, Northern District of California; Case Nos.: 17-md-02801-JD, 14-cv-03264-JD .

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding the Class Action Settlement of *In re Capacitors Antitrust Litigation*, in the United States District Court, Northern District of California; Case Nos.: 17-md-02801-JD, 14-cv-03264-JD .

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 07/06/2022

Prepared by: Karen Horner, City Attorney

Subject: Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding the Class Action Litigation *B&R Supermarket, Inc., et al. v. Visa Inc., et al.*, in the U.S. District Court, Eastern Division of New York; Cause No. 17-cv-02738.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding the Class Action Litigation *B&R Supermarket, Inc., et al. v. Visa Inc., et al.*, in the U.S. District Court, Eastern Division of New York; Cause No. 17-cv-02738.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/13/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution approving a notice of intention to opt out of the Class Action Settlement of *City of Long Beach, et al, v. Monsanto Company, et al.*, in the U.S. District Court, Central District of California - Western District; Cause No. 2:16-cv-03493-FMO-AS and directing the City Attorney to file the same with the Class Action Settlement Administrator.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution approves a notice of intention to opt out of the Class Action Settlement in *City of Long Beach, et al, v. Monsanto Company, et al.*, in the U.S. District Court, Central District of California - Western District; Cause No. 2:16-cv-03493-FMO-AS and directs the City Attorney to file such notice with the Class Action Settlement Administrator.

The lawsuit alleges:

1. the Defendants' PCBs and PCB-containing products were defectively designed;
2. the risks of environmental harm associated with PCBs and PCB-containing products outweighed the benefits of their uses;
3. Defendant failed to warn of the risks of harm associated with PCBs and PCB-containing products, and
4. the class members suffered property damage as a result of PCB contamination.

Should Council desire to remain a member of the class and participate in the settlement, no action is needed. Conversely, should Council desire to opt out of the class and, therefore, not participate in the settlement, Council must take action on this item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Resolution - Opt out of Monsanto Settlement

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING A NOTICE OF INTENTION TO OPT OUT OF THE CLASS ACTION SETTLEMENT IN *CITY OF LONG BEACH, ET AL, V. MONSANTO COMPANY, ET AL.*, IN THE U.S. DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA - WESTERN DISTRICT; CAUSE NO. 2:16-CV-03493-FMO-AS; DIRECTING THE CITY ATTORNEY TO FILE SUCH NOTICE WITH THE CLASS ACTION SETTLEMENT ADMINISTRATOR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, *City of Long Beach , et al. v. Monsanto Company, et al.*, in the U.S. District Court, Central District of California - Western District; Cause No. 2:16-cv-03493-FMO-AS (the "Lawsuit") has been certified as a class action lawsuit; and

WHEREAS, the Lawsuit asserts:

- a. the Defendants' polychlorinated biphenyls ("PCBs") and PCB-containing products were defectively designed;
- b. the risks of environmental harm associated with PCBs and PCB-containing products outweighed the benefits of their uses;
- c. Defendant failed to warn of the risks of harm associated with PCBs and PCB-containing products, and
- d. the class members suffered property damage as a result of PCB contamination; and

WHEREAS, while the Defendants deny the allegation, they have agreed to pay up to FIVE HUNDRED FIFTY MILLION AND NO/100 DOLLARS (\$550,000,000.00) to be allocated in four (4) different funds if certain contingencies are met, including the Court's approval, releases from the class members, etc.; and

WHEREAS, the City of Friendswood has been identified as an Initial Settlement Class Member;

WHEREAS, the City can choose to remain a member and participate in the proposed settlement or opt out of the class and not participate in the proposed settlement; and

WHEREAS, after considering the settlement and the associated environmental effects caused by the Defendants, the City Council believes that it is in the best interest of the City and its citizens to opt out of the class; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS

Section 1. That the facts and matters set forth in the recitals of this resolution are hereby found to be true and correct.

Section 2. That the City Council elects to exclude itself from the Class by opting out of Lawsuit and Class Action Settlement. As such, the City Council hereby authorizes the Mayor to execute the Opt-Out Form, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes (the "Notice").

Section 3. That the City Attorney is directed to submit the Notice to the Class Action Settlement Administrator, Steven Weisbrot of Angeion Group, LLC, 1650 Arch Street, Suite 210, Philadelphia, PA 19103, on or before July 25, 2022.

Section 4. That this resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 11th day of July, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

Exhibit "A"

Opt-Out Form

Instructions and Information

This form may be used by a Monsanto Class Action Settlement Member to opt out of the Settlement. As further described in the Notice, by submitting this Opt-Out Form you are confirming that you do not want to participate in the Settlement and receive a Settlement Benefit Check. This Opt-Out must be submitted no later than July 25, 2022.

Any Settlement Class Member who has not timely and properly filed an Opt-Out will be bound by the Settlement and all subsequent proceedings, orders, and judgments, including, but not limited to, the Release and Final Approval Order. **Any Settlement Class Member who elects to opt out of the Settlement Class pursuant to this Agreement shall not be entitled to any Settlement Benefit.**

For any questions about the Opt-Out form, please contact the Settlement Administrator at info@pcbdclassaction.com.

1. OPT-OUT SETTLEMENT SETTLEMENT CLASS MEMBER INFORMATION (REQUIRED*)

CITY OF FRIENDSWOOD	MORAD KABIRI	
Class Member *	Contact Person *	
910 SOUTH FRIENDSWOOD DRIVE		
Address *		
Address 2		
FRIENDWOOD	TEXAS	77546
City *	State *	Zip Code *
281-996-3200	FWDCCITY@FRIENDSWOOD.COM	
Phone *	Email *	

2. COUNSEL FOR OPT-OUT CLASS MEMBER

2.1. The Settlement Class Member is represented by counsel.

- ☒ Yes
☐ No

2.2. Attorney for Opt-Out Class Member

KAREN HORNER

2.3. Name of Attorney Firm

2.4. Phone number of Attorney

281-996-3263

2.5. Email of Attorney

KHORNER@FRIENDSWOOD.COM

3. OPT-OUT STATEMENT

On behalf of the Settlement Class Member named above, I submit this Opt-Out Form to exclude the Settlement Class Member from the Monsanto Class Action Settlement. I understand that this removes the Class Member from participation in the Settlement and the Class Member will not receive a Settlement Benefit Check.

Signature *		(Type for Electronic Signature)
By *	MIKE FOREMAN, MAYOR	(Must be signed by the Contact Person named in Section 1)
Signed at *	GALVESTON COUNTY, TEXAS	(County and State)
Signed On	06/13/2022	

SUBMIT

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 06/28/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution approving a notice of intention to opt out of the Class Action Settlement of In re Capacitors Antitrust Litigation, in the United States District Court, Northern District of California; Case Nos.: 17-md-02801-JD, 14-cv-03264-JD and directing the City Attorney to file the same with the Class Action Settlement Administrator.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution approves a notice of intention to opt out of the Class Action Settlement in In re Capacitors Antitrust Litigation, in the United States District Court, Northern District of California; Case Nos.: 17-md-02801-JD, 14-cv-03264-JD and directs the City Attorney to file such notice with the Class Action Settlement Administrator.

The lawsuit alleges that the Defendants entered into agreements among certain manufacturers to raise prices for purchased aluminum, tantalum or film capacitors ("Capacitors") in violation of antitrust laws between January 1, 2002 and December 31, 2013. Namely, the City purchased \$1,606.80 of Capacitors in 2011. Under the settlement agreement, the total due the City is \$26.19.

Should Council desire to remain a member of the class and participate in the settlement, no action is needed. Conversely, should Council desire to opt out of the class for the partial settlement and, therefore, not participate in the settlement, Council must take action on this item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Resolution - Opt out of Antitrust Settlement
2. Exhibit A - Opt Out Letter for Antitrust Lawsuit

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING A NOTICE OF INTENTION TO OPT OUT OF THE CLASS ACTION SETTLEMENT *IN RE CAPACITORS ANTITRUST LITIGATION*, IN THE UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA; CASE NOS.: 17-MD-02801-JD, 14-CV-03264-JD; DIRECTING THE CITY ATTORNEY TO FILE SUCH NOTICE WITH THE CLASS ACTION SETTLEMENT ADMINISTRATOR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, *In re Capacitors Antitrust Litigation, in the United States District Court, Northern District of California; Case Nos.: 17-md-02801-JD, 14-cv-03264-JD* (the "Lawsuit") has been certified as a class action lawsuit; and

WHEREAS, the lawsuit alleges that the Defendants entered into agreements among certain manufacturers to raise prices for purchased aluminum, tantalum or film capacitors ("Capacitors") in violation of antitrust laws between January 1, 2002, and December 31, 2013; and

WHEREAS, the City of Friendswood has been identified as an Initial Settlement Class Member that is entitled to receive \$26.19 for the purchase \$1,606.80 Capacitors in 2011; and

WHEREAS, the City can choose to remain a member and participate in the proposed settlement or opt out of the class and not participate in the proposed settlement; and

WHEREAS, after considering the settlement, the City Council believes that it is in the best interest of the City and its citizens to opt out of the class; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. That the facts and matters set forth in the recitals of this resolution are hereby found to be true and correct.

Section 2. That the City Council elects to exclude itself from the Class by opting out of Lawsuit and Class Action Settlement. As such, the City Council hereby authorizes the Mayor to execute the Opt-Out Form, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes (the "Notice").

Section 3. That the City Attorney is directed to submit the Opt Out Letter to Notice and Claims Administrator, Capacitors Antitrust Direct Purchaser Litigation Settlement – 7537, P.O. Box 2563, Faribault, MN 55021-9563, on or before July 29, 2022.

Section 4. That this resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 11th day of July, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney



CITY OF FRIENDSWOOD

OFFICE OF THE MAYOR

July 11, 2022

Notice and Claims Administrator
Capacitors Antitrust Direct Purchaser Litigation Settlement – 7537
P.O. Box 2563
Faribault, MN 55021-9563

Re: Opt Out Request Letter
In re Capacitors Antitrust Litigation

Dear Sir or Madam:

Class Member:

Full name: City of Friendswood
Address: 910 S. Friendswood Drive, Friendswood, TX 77546
Telephone Number: 281-996-3200

The City of Friendswood falls within Settlement Class Member definition but wishes to keep the right to sue or continue to sue the Settling Defendants about the legal issues in the above-referenced case. As such, the City of Friendswood desires to be excluded from the settlement class in *In re Capacitors Antitrust Litigation*.

The City of Friendswood purchased Capacitors directly from one or more Defendants and desires to be excluded from all settlements in this case. As required:

I want to be excluded from the Capacitors Antitrust Litigation class action settlement with all Settling Defendants. I understand that by so doing, I will not be able to get any money or benefits from the settlement with that/those Settling Defendant(s) in this case.

Please accept this letter as the City of Friendswood's decision to opt out of the partial settlement with the Settling Defendants and all future settlements. As Mayor of the City of Friendswood, I have been duly authorized and directed by the City Council of the City of Friendswood, Texas, to execute this Opt Out Request Letter and take other actions necessary to exclude the City of Friendswood from this Class Action.

If you have any questions or need any further information, please do not hesitate to contact me.

Sincerely,

Mike Foreman
Mayor

Date: _____

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: July 11, 2022

Date submitted: 07/06/2022

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution approving a notice of intention to opt out of the Class Action Litigation *B&R Supermarket, Inc., et al. v. Visa Inc., et al.*, in the U.S. District Court, Eastern Division of New York; Cause No. 17-cv-02738 and directing the City Attorney to file the same with the Class Action Settlement Administrator.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution approves a notice of intention to opt out of the Class Action Litigation *B&R Supermarket, Inc., et al. v. Visa Inc., et al.*, in the U.S. District Court, Eastern Division of New York; Cause No. 17-cv-02738 and directs the City Attorney to file the same with the Class Action Settlement Administrator.

Plaintiffs in the above-referenced class action allege that Defendants Visa, Mastercard, American Express, and Discover violated antitrust laws by illegally acting in concert in shifting the liability for certain fraudulent charges on their networks to merchants when the card was enabled with EMV/chip technology and the merchant's terminal was not enabled for EMV/chip technology. Class members are those that incurred a chargeback on a credit/debit card transaction between October 1, 2015, and September 30, 2017.

The Defendants have denied the claims in this lawsuit and maintain that, even if the Defendants are found liable, the members of the class are not entitled to damages. The Court has not decided whether the Defendants violated any laws and there is no outstanding settlement offer at this time.

Should Council desire to remain a member of the class and participate in the lawsuit, no action is needed. Conversely, should Council desire to opt out of the class and, therefore, not participate in the lawsuit, Council must take action on this item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Resolution - Opt out of Antitrust Lawsuit
2. Exhibit A - Opt Out Letter Re B&R Supermarket

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING A NOTICE OF INTENTION TO OPT OUT OF THE CLASS ACTION LITIGATION *B&R SUPERMARKET, INC., ET AL. V. VISA, INC., ET AL.*, CASE NO. 17-CV-02738 IN THE U.S. DISTRICT COURT, EASTERN DISTRICT OF NEW YORK; DIRECTING THE CITY ATTORNEY TO FILE SUCH NOTICE WITH THE CLASS ACTION SETTLEMENT ADMINISTRATOR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, *B&R Supermarket, Inc., et al. v. Visa, Inc., et al., Case No. 17-cv-02738 in the U.S. District Court, Eastern District of New York* (the "Lawsuit") has been certified as a class action lawsuit; and

WHEREAS, the lawsuit alleges that the Defendants Visa, Mastercard, American Express, and Discover violated antitrust laws by illegally acting in concert in shifting the liability for certain fraudulent charges on their networks to merchants when the card was enabled with EMV/chip technology and the merchant's terminal was not enabled for EMV/chip technology; and

WHEREAS, the City of Friendswood has been identified as an Initial Class Member, as it incurred a chargeback on a credit/debit card transaction between October 1, 2015, and September 30, 2017; and

WHEREAS, the City can choose to remain a member and participate in the lawsuit or opt out of the class and not participate in the lawsuit; and

WHEREAS, after considering the lawsuit, the City Council believes that it is in the best interest of the City and its citizens to opt out of the class; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. That the facts and matters set forth in the recitals of this resolution are hereby found to be true and correct.

Section 2. That the City Council elects to exclude itself from the Class by opting out of the Lawsuit. As such, the City Council hereby authorizes the Mayor to execute the Opt-Out Form, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes (the "Notice").

Section 3. That the City Attorney is directed to submit the Opt Out Letter to FLS Litigation Administrator, P.O. Box 6430, Portland, OR 97228-6430, on or before August 31, 2022.

Section 4. That this resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 11th day of July, 2022.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney



CITY OF FRIENDSWOOD

OFFICE OF THE MAYOR

July 11, 2022

FLS Litigation Administrator
P.O. Box 6430
Portland, OR 97228-6430

Re: Opt Out Request Letter
B&R Supermarket, Inc., et al. v. Visa, Inc., et al., Case No. 17-cv-02738 in the U.S. District
Court, Eastern District of New York

Dear Sir or Madam:

Class Member:

Full name:	City of Friendswood
Address:	910 S. Friendswood Drive, Friendswood, TX 77546
Telephone Number:	281-996-3200
Tax Id:	[REDACTED]

The City of Friendswood falls within Class Member definition but wishes to keep the right to sue or continue to sue the Settling Defendants about the legal issues in the above-referenced case. As such, the City of Friendswood desires to be excluded from the class in *B&R Supermarket, Inc., et al. v. Visa, Inc., et al.*, Case No. 17-cv-02738 in the U.S. District Court, Eastern District of New York.

Please accept this letter as the City of Friendswood's decision to opt out of the above-referenced lawsuit. As Mayor of the City of Friendswood, I have been duly authorized and directed by the City Council of the City of Friendswood, Texas, to execute this Opt Out Request Letter and take other actions necessary to exclude the City of Friendswood from this Class Action.

If you have any questions or need any further information, please do not hesitate to contact me.

Sincerely,

Mike Foreman
Mayor

Date: _____