## AGREEMENT TO PROVIDE DISASTER DEBRIS MONITORING AND CONSULTING SERVICES FOR POLK COUNTY, TEXAS

This Agreement is made as of the \_\_\_\_\_\_ day of November, 2022, by and between the Polk County, Texas (hereinafter referred to as the Owner), and True North Emergency Management, LLC, (hereinafter referred to as the Monitor). In consideration of the mutual covenants and promises contained herein, the Owner and the Monitor agree as follows:

#### **ARTICLE 1 - SERVICES**

Monitor's responsibility under this Agreement is to provide disaster debris monitoring and consulting services, as described in the Scope of Services attached hereto as Exhibit "A" and in accordance with the Monitor's proposal, dated June 24, 2022, attached hereto as Exhibit "C" and incorporated by reference as if fully recited herein. Said proposal was made by Monitor in response to Owner's Request for Proposals for disaster debris monitoring and consulting services, which is attached hereto as Exhibit "E" and incorporated by reference as if fully recited herein. Monitor will provide data and access to information to allow the Owner to closely oversee debris removal contractor's performance under this Agreement.

This is a non-exclusive agreement. No amount of work is guaranteed under this Agreement. This Agreement is on an "as needed" basis and no Work shall result from this Agreement without a written Notice to Proceed from the Owner to the Monitor. The Notice to Proceed shall be sent via email or facsimile. Following the Notice to Proceed, Monitor and Owner will agree to specific services to be provided and a "Not to Exceed" amount via the issuance of a written Task Order executed by both parties. Following the issuance of a Task Order, Monitor shall provide a Performance Bond for the Task Order amount to the Owner. This Agreement will cover Polk County, Texas and the cities of Corrigan, Goodrich, Onalaska, and Seven Oaks, and may be used to cover other jurisdictions within Polk County, Texas through a mutual aid agreement. Monitor must track disaster debris amounts removed, managed, and disposed of from each jurisdiction and keep those amounts separate in load tickets, unit rate tickets, logs, and reports provided to Owner.

As requested by the Owner, additional services may include emergency management preparation/planning services and disaster response services such as damage assessments and assistance with reimbursement/financial recovery. All task orders for additional emergency management services must be approved by the Owner, in writing prior to performing services.

#### **ARTICLE 2 – PAYMENT**

Monitor Fee Schedule is included in Exhibit "B," attached. Monitor acknowledges that the Owner may need to apply for financial assistance from the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and/or the state emergency management agency depending on the size and scale of the disaster. Therefore, Monitor represents that it will perform all Services hereunder in a manner, time and place so as to assist with such reimbursement

to the Owner. Monitor shall submit weekly statements for services rendered. Monitor's statements shall be due and payable within 30 calendar days.

#### **ARTICLE 3 – TERM**

The term of this Agreement is for three (3) years, with two (2) optional annual renewals.

#### ARTICLE 4 - LIABILITY INSURANCE

The Monitor agrees to and shall procure and maintain during the duration of this Agreement, Monitor's general public liability and property damage insurance, including auto liability and employer's liability coverage, insuring Monitor from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Agreement, whether such operations are by the Monitor or subcontractor to the Monitor, and said insurance shall name, waive and hold harmless the Owner.

#### ARTICLE 5 - INSURANCE LIMITS OF LIABILITY

Insurance shall be written with limits of liability of not less that the following:

- 1. \$1,000,000 primary limit, for all damages arising out of bodily injury, including death, with umbrella coverage of \$2,000,000.
- 2. \$1,000,000 primary limit for all property damage, with umbrella coverage of \$2,000,000.

#### ARTICLE 6 - WORKERS' COMPENSATION INSURANCE

Monitor shall provide and maintain Workers Compensation Insurance at its expense during the term of this Agreement, in accordance with state workers compensation laws.

#### ARTICLE 7 - ERRORS AND OMISSIONS

Monitor shall provide and maintain an errors and omissions policy sufficient to cover the scope of this project. Monitor agrees to provide, if requested, a declaration sheet showing the effective dates and coverage for this policy.

#### ARTICLE 8 - PERFORMANCE SCHEDULES

Monitor shall provide progress reports to the Owner on a weekly basis or more frequently as requested by the Owner. Such reports shall contain, at a minimum, total cubic yards collected, daily totals, and description of the geographical areas being addressed by the Contractor.

#### **ARTICLE 9 – TERMINATION**

The Owner may terminate this Agreement for convenience or for cause upon written notice to the Monitor. The Monitor may terminate this Agreement upon thirty (30) days written notice to the Owner. During such termination period, the Monitor shall continue to diligently perform all of its duties hereunder. After a receipt of a termination notice and except as otherwise directed by the Owner, the Monitor shall: stop work on the date and to the extent specified; terminate and settle all orders and subcontracts relating to the performance of the terminated work; transfer all work in process, completed work, and other materials related to the terminated work as directed by the Owner; and continue and complete all parts of that work that have not been terminated.

#### ARTICLE 10 - PERSONNEL

The Monitor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. All of the services required herein under shall be performed by the Monitor or under its supervision. All personnel engaged in performing the services, whether direct or contract employees, shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

#### ARTICLE 11 - SUBCONTRACTING

Monitor shall be responsible for the compliance of all subcontracting parties with the terms of this Agreement and with any applicable local, state or federal laws or regulations. Monitor shall be solely responsible for timely paying its subcontractors.

#### **ARTICLE 12 - CREDIT**

Monitor shall not pledge the Owner's credit or make the Owner a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Monitor further represents and warrants that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **ARTICLE 13 - PERFORMANCE**

Monitor shall perform its obligations hereunder in compliance with all applicable local, state and federal laws and regulations including the State and Federal Requirements attached hereto and incorporated herein as Exhibit "D."

#### ARTICLE 14 – FEDERAL AND STATE TAX

The Monitor shall pay all local, state, and federal taxes which may become due based upon its performance of this Agreement. The Monitor shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Agreement.

#### ARTICLE 15 - RISK ALLOCATION

The Owner recognizes that Monitor's fee includes allowance for funding a variety of risks which affect the Monitor by virtue of his agreeing to perform services on the Owner's behalf. One of these risks stems from the Monitor's potential for human error. In order for the Owner to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Owner agrees to limit the Monitor's liability to the Owner and all contractors arising from the Monitor's professional acts, errors or omissions, such that the total aggregate liability of the Monitor to all those named shall not exceed \$50,000 or the Monitor's total fee for services rendered on this project, whichever is greater.

#### ARTICLE 16 - REMEDIES AND DISPUTE RESOLUTION

Should any disputes arise with respect to the Agreement; the Parties agree to act immediately to resolve such disputes and shall include parties from the Owner and the Monitor that can bind and implement the decisions of any resolution. Time is of the essence in the resolution of disputes. The Monitor agrees that, the existence of a dispute notwithstanding, it will continue without delay to

carry out all of its responsibilities under the Agreement that are not affected by the dispute and the Owner shall continue to make payment for all work properly performed.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### ARTICLE 17 - CONFLICT OF INTEREST

The Monitor represents that it has no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder.

#### ARTICLE 18 – ACCESS AND AUDITS

The Monitor shall maintain adequate records to justify all hours incurred and charged in performing the services for at least seven (7) years after completion of the work done under the Agreement.

#### ARTICLE 19 – NONDISCRIMINATION

The Monitor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

#### ARTICLE 20- ENTIRETY OF CONTRACTUAL AGREEMENT

The Owner and the Monitor agree that this Agreement including its exhibits and amendments sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### ARTICLE 21 – AUTHORITY TO PRACTICE

The Monitor herby represents and warrants that it has and will continue to maintain all licenses and approvals required for conducting its businesses, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Owner upon request.

#### **ARTICLE 22 – SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable as permitted by law.

#### ARTICLE 23 - MODIFICATION OF WORK OR FEES

The Owner reserves the right to make changes in the services, including alterations, reductions therein or additions thereto. Upon receipt by the Monitor, of the Owner notification of a contemplated change, the Monitor shall: (1) if requested by Owner, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the Owner of any estimated change in the completion date; and (3) advise the Owner in writing if the contemplated change shall affect the Monitor's ability to meet the completion dates or schedules of this Agreement.

#### ARTICLE 24 – SUCCESSORS AND ASSIGNS

This Agreement is binding upon and will inure to the benefit of Owner and Monitor and their respective successors and assigns. The rights and obligations under this Agreement may only be transferred by; 1) transfer to a wholly owned subsidiary of Monitor's parent company, 2) as a result of a merger or acquisition by another company, or 3) by mutual agreement of the parties.

#### **ARTICLE 25 – LAWS AND REGULATIONS**

This Agreement shall be interpreted under the laws of the State of Texas, with exclusive venue for any matter arising from this Agreement. All applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorized entities having jurisdiction over any part of this project shall apply to the Agreement throughout, and they will be deemed to have been included in the Agreement as though herein written.

In Witness Whereof, the parties have made and executed this Agreement on behalf of the parties on the day and year above written.

Monitor:	Owner:
True North Emergency Management, LLC	Polk County, Texas
By: Teruch Tucker	By: Musky
Printed Name: <u>Derrick P. Tucker, P.E.</u>	Printed Name: Sydney Murahy
Title: Sr. Vice President	Title: County Judge

# Exhibit A Scope of Services True North Emergency Management Debris Monitoring Services

#### Staff Mobilization

When a potential future disaster threatens the Owner, the debris monitoring firm (Monitor) will mobilize 2 to 3 days in advance with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. Monitor will mobilize right away when requested to respond to unpredicted disasters. Additional Monitor staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out-of-town staff such as lodging arrangements for key staff, is the responsibility of the Monitor.

#### Field Documentation of Work

Monitor shall carefully document right-of-way (ROW) debris removal activities and removal of eligible hazardous trees and hazardous hanging limbs. Monitor will work closely with the Owner and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Monitor shall communicate with FEMA to ensure documentation supports project reimbursement. Monitor will work with FEMA in an effort to prevalidate as much eligible debris, tree and limb removal as practical.

### Collection Monitoring of ROW, Public Property, Private Property, Demolition, and Canal and Waterway Debris Removal

Monitor will provide collection monitors with each of the Contractor's loading crews to ensure each load is related to the disaster and follows FEMA PA guidelines. The street address and/or GPS coordinates will be recorded on each load ticket. The Monitor will initiate an electronic load ticket or multi part paper load ticket in the field for each load. Load tickets will contain information related to the location of the debris, time, date, truck identification, truck driver, etc. Each load ticket will then be delivered by the truck driver, to the disposal site or Debris Management Site (DMS) for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. This project may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach cleaning, structure demolition, debris from canals and waterways, and other debris removal categories. Monitor will provide similar services for private property debris removal (PPDR) and right-of-entry (ROE) work if approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the Owner.

#### **Monitor Training**

Monitor will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. The Monitor will be required to perform adequate training for locally hired staff. All Monitor employees must be able to effectively communicate to a level appropriate to their responsibilities.

#### **Spot Checks and Auditing of Monitors**

Monitor will provide management and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are communicating effectively with the debris removal contractor.

#### **Project Mapping**

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the Owner's information, and FEMA documentation. Monitor will assist the Owner in public communication and will document and relay any citizen complaints for action by the contractor or the Owner.

#### Truck Certification

Monitor will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Certification data will be available at each DMS/disposal site for verification. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, and for detecting modifications, such as changes to sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification will be performed for vehicles that have potentially been altered after initial certification.

#### Quality Control/Quality Assurance

A QA/QC program should be implemented by the Monitor to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

#### **DMS/Disposal Sites**

Monitor will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track, and document hauling of reduced debris from DMS sites through final disposal, where applicable.

#### Data Management

Monitor will establish an advanced project data management system and upload load ticket information on a daily basis. This information can be provided to the Owner, FEMA, and the Contractor, as directed by the Owner. This will include GPS coordinates / addresses for tree and stump removal. Additionally, the staff will work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the Owner. Furthermore, Monitor will organize field information for FEMA documentation including photographs and/or GPS coordinates. Monitor will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

#### **Public Information Support**

Monitor may be asked to assist the Owner in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns, or establishing a website. This also may include assistance with press releases, public notices, and other public information functions. All functions will be performed in a manner to maximize federal and state reimbursement.

#### **Funding Support**

The Monitor shall assist the Owner in securing reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the Owner to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the Owner and FEMA personnel with Project Worksheets, Versions, etc. Monitor shall be prepared to assist Owner with appeals based on their knowledge of FEMA and FHWA reimbursement policies. Monitor shall be prepared to assist the Owner, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Monitor shall be prepared to assist Owner in finding additional funding reimbursement sources related to disaster mitigation.

#### **Recovery Services**

The Owner is interested in selecting a monitoring firm with field implementation and FEMA reimbursement experience in community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and private property vegetative/C & D hazard removal monitoring
- ROW and private property demolition coordination and monitoring
- Monitoring of marine debris removal and beach sand cleaning

#### Other Related Services

Services not specifically identified in this request, that are needed to provide a complete debris removal and documentation project, must first be approved in writing by Owner.

#### Safety Meetings and Monitoring Updates

Safety of monitoring staff is of paramount importance. Monitor will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

#### Coordination Meetings with Contractor(s)

Monitor will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor are communicating with each other to ensure a successful project.

#### **Contractor Damages**

The Monitor may be asked to develop a database application to track and help the Owner manage contractor damages.

#### **Status Reports**

Monitor will provide detailed daily or weekly status reports to the Owner as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

#### Public Assistance (PA) Consulting

The Monitor will provide PA Consulting Services if requested by the Owner, such as.

- (a) Identification of eligible emergency and permanent work (Category A-G);
- (b) Damage Assessment;
- (c) Assistance in attaining Immediate Needs Funding;
- (d) Loss measurement and categorization;
- (e) Insurance evaluation, documentation adjusting and settlement services;
- (f) Project Worksheet generation and review;
- (g) FEMA, FHWA and Natural Resources Conservation Services (NRCS) reimbursement support;
- (h) Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- (i) Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- (j) Appeal services and negotiations;
- (k) Reconstruction and long-term infrastructure planning; and
- (l) Final review of all emergency and permanent work performed.

### **Exhibit B Monitoring Fee Schedule**

POSITION '	HOURLY RATE
Project Manager	\$105.00
Operations Manager	\$95.00
Scheduler/Expeditors	\$ <b>39.00</b>
GIS Analyst	\$85.00
Field Supervisors	\$85.00
Debris Site/Tower Monitor	\$34.50
Environmental Specialist	\$95.00
Project Inspectors (Citizen Drop-Off Site Monitors)	\$34.50
Field Coordinators (Crew Monitors)	
Loading Debris Monitors	\$34.50
Roving Debris Monitors	\$34.50
Loading Site Monitors	\$34.50
Load Ticket Data Entry Clerks (QA/QC)	\$29.00
Billing/Invoice Analyst	\$45.00
Project Coordinators	\$45.00
Residential Monitors	\$34.50
Automated Ticketing Specialist	\$45.00
Aerial Photographer (Drone)	\$195.00
Data Manager	\$85.00
Safety Manager	\$125.00
Administrative Assistant	\$32.00
FEMA Specialist	\$115.00
Sr. Public Assistance Consultant	\$145.00
Public Assistance Consultant	\$125.00

# Exhibit C True North Emergency Management Proposal

Insert Proposal for "Disaster Debris Monitoring and Consulting Services" Submitted 6/24/2022.

### Exhibit D State and Federal Requirements

#### NOTICE: THIS IS A FEDERALLY FUNDED PROJECT

AWARDING AGENCY: Federal Emergency Management Agency (FEMA), Department of Homeland Security.

References to "contractor" in this exhibit refer to the party providing services to a governmental entity through this agreement or contract.

Funding, in whole or in part, for this Project is through a Public Assistance grant from FEMA therefore all provisions of 2 CFR §§ 200.327 under the Uniform Administrative Requirements ("Uniform Rules") apply to this Project. Federal Law requires that contracts relating to the Project include certain provisions of 2 CFR §§ 200.327 under the Uniform Administrative Requirements. Depending upon the type of work or services provided and the dollar value of the Project, some of the provisions set forth in 2 CFR §§ 200.327 may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with Federal Law.

This Project will be in strict compliance with program requirements of the Awarding Agency and of 2 CFR §§ 200.327.

#### **Equal Opportunity Clause**

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G The contractor will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms The Contractor agrees to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative

women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must 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;
- 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; and
- 6. The Contractor shall, if subcontracts are to be let, take the affirmative steps listed in paragraphs (1) through (5) of this section.

#### Disadvantaged Business Enterprises (DBE) Contractors.

Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

#### Contract Work Hours and Safety Standards Act.

- 1. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- 2. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- 3. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every

- mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- 4. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 5. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

#### "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 therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (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. Owner 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) <u>Subcontracts</u>. 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."

#### Rights to Inventions Made Under a Contract Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR '401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### Compliance with Clean Air Act and the Federal Water Pollution Control Acts

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

#### Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term "principal" for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

#### Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification 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 of 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 USC § 1352.

#### Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements (See attached certification regarding lobbying.

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

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.

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.

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.

#### **Procurement of Recovered Materials**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or

- (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <a href="http://www.epa.gov/cpg/">http://www.epa.gov/cpg/</a>. The list of EPA-designate items is available at <a href="http://www.epa.gov/cpg/products.htm">http://www.epa.gov/cpg/products.htm</a>.

#### DHS Seal, Logo, and Flags

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### Compliance with Federal Law, Regulations, and Executive Orders

Contractor acknowledges that FEMA financial assistance will be used to fund the Contract and Contractor agrees it will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

#### No Obligation by Federal Government

The Contractor acknowledges and agrees that the Federal Government is not a party to the Contract and is not subject to any obligations or liabilities to the Owner, Contractor, or any other party pertaining to any matter resulting from the Contract.

#### Program Fraud and False or Fraudulent Statements or Related Acts

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

#### Davis Bacon

Contractor acknowledges the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

#### Copeland "Anti-Kickback" Act

Contractor acknowledges the Copeland "Anti-Kickback" Act ( <u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations ( <u>29 CFR Part 3</u>, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Exhibit C - True North Emergency Management Rroposal

**RESPONSE TO:** 

# Prepositioned Contracts for Disaster Debris Monitoring and Consulting Services

SUBMITTED TO:

Polk County, Texas 602 E. Church Street, Ste. 108 Livingston, IX 77351



**ORIGINAL** 

TRUE NORTH EMERGENCY MANAGEMENT

Contact: Derrick Tucker, P.E. 2501 Avenue J, Suite 120 Arlington, TX 76006 Phone: 817.548.0696

**Cell:** 601.506.3298

Email: derrick.tucker@neel-schaffer.com



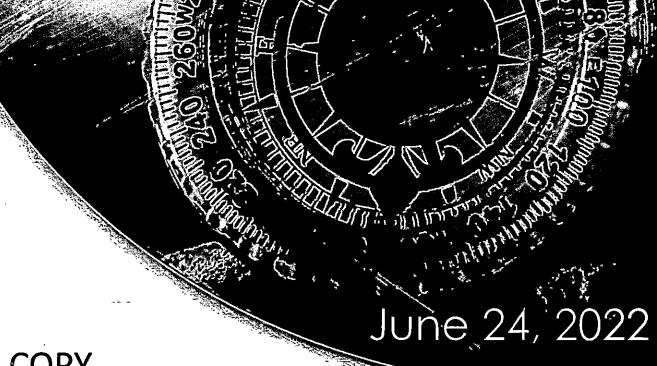


**RESPONSE TO:** 

### Prepositioned Contracts for Disaster Debris Monitóring and Consulting Services

SUBMITTED TO:

Polk County, Texas 602 E. Churg ि Street, Şte. 108 Livingston, 🔯 7735,1



**COPY** 

TRUE NORTH EMERGENCY MANAGEMENT

Contact: Derrick Tucker, P.E. 2501 Avenue J, Suite 120 Arlington, TX 76006 Phone: 817.548.0696

**Cell:** 601.506.3298

Email: derrick.tucker@neel-schaffer.com







June 20, 2022

Polk County, Texas Attn: Stephanie Dale, Assistant Auditor 602 E. Church Street, Ste. 108 Livingston, TX 77351

Re: RFP 2022 - DISASTER DEBRIS MONITORING

Dear Ms. Dale:

True North Emergency Management, LLC is pleased to present our qualifications to the Polk County to provide disaster debris monitoring and consulting services. True North Emergency Management is a wholly owned subsidiary of Neel-Schaffer Engineers and Planners, Inc. specializing in emergency management and debris monitoring services. The True North is incorporated and headquartered in Arlington, Texas, having been in business under the present name for twelve (12) years. True North is not a minority owned or women owned business enterprise. True North has never failed to complete assigned work. True North has never defaulted on a contract. True North is and will continue to be financially stable. The True North team has almost two dozen full-time employees with permanent residences in Texas. All of them have experience with disaster debris management. True North has several other project managers and supervisors living throughout Texas, each are debris subject matter experts. Having expertise and resources in close proximity has proven invaluable on past disaster response missions, assisting with increased efficiency of project startup, continuity of field operations, and follow through with thorough project documentation support. The True North team is very committed to providing exemplary monitoring services to the County on this important disaster recovery project.

The True North team has managed billions of dollars in disaster recovery projects over the last 20 years. These services have included FEMA Public Assistance (PA) consulting, debris monitoring, project worksheets, housing programs, CDBG-DR, emergency management planning, and our most recent PA consulting with the COVID-19 pandemic. We have assisted hundreds of impacted communities with program management, financial recovery, debris management, technical assistance, Private Property Debris Removal (PPDR – ROE programs) and disaster debris management planning (DDMP). True North and Neel-Schaffer have also provided engineering related recovery services such as environmental reviews, damage assessments, cost estimations and inspection services. True North has provided disaster recovery services in nine of the ten FEMA regions; providing services for cities, counties, states, federal agencies, private industry and tribal governments. This includes successful management of local government reimbursement processes from numerous federal agencies including FEMA, Federal Highway Administration (FHWA) and Housing & Urban Development (HUD / CDBG-DR).

True North debris projects have included both public and private property, as well as residential, commercial, and institutional structure demolition and other specialized monitoring. We have monitoring experience on all types of disaster debris, including: vegetative debris, hazardous trees and limbs, C&D debris, E-waste, marine debris, abandoned vehicles, derelict vessels, pier demolition debris, hazardous waste, white goods, structure demolition, RACM, ash, beach sand cleaning and contaminated debris.

We are confident that True North is the best qualified firm to provide debris monitoring and disaster recovery management services for the County. Our recovery team is centered around the expertise of more than a dozen Subject Matter Experts, formerly with the USACE along with three former FEMA Debris Specialists. We have the experience, ability and the depth of staff required for this contract. Our top priority is to ensure maximum eligible federal funding and we are prepared to assist the County to achieve this goal.

Our experience in debris monitoring and disaster recovery management efforts to date has shown that securing qualified personnel, providing timely responses, and maintaining proper documentation are instrumentally to recovery following the devastation caused by disasters. True North will provide an exceptional staff of qualified and experienced managers and supervisors. We will hire and train and equip local residents as debris and vessel removal monitors. Debris and vessel removal monitors will be trained



on all aspects of debris eligibility, recognizing ROW, Automated Debris Management System (ADMS) electronic documentation, and especially safety on the project.

True North Emergency Management prides itself on providing a best value service that optimizes experience, quality, cost and efficiency. True North has the demonstrated ability, capacity and skill to provide the services required for comprehensive debris management. The quality of performance in our previous contract activations is a testament to the value of providing exceptional staff and leadership. Our staff is highly regarded in the debris management field and has the integrity, reputation, and experience necessary to assist the County in its disaster recovery efforts.

All our employees, both permanent and temporary, must pass drug screening and a work eligibility check before joining the True North work force. Our commitment to providing the highest quality of service in a safe and timely manner is what sets True North apart from its competitors.

With our advanced ADMS, True North leads the industry with data management, electronic ticketing, and data collection requirements. Our reporting and mapping are all customizable to meet the needs of the County. All of our debris removal operations for are recorded utilizing our state-of-the-art electronic ticketing and data management system including our current monitoring projects in response to Hurricanes Laura, Sally, Delta and Zeta. Having a scalable and dynamic debris monitoring application has allowed True North to quickly add field units to ensure ADMS continuity throughout the lifecycle of our projects.

The True North team is committed to minimizing costs to the County through competitive hourly rates along with careful management of work force size and working hours. We will work closely with the County in developing staffing levels to ensure adequate oversight and documentation of the project while minimizing costs to the County as well as the public. We take very seriously the challenge of managing a quick, effective debris removal project, while maximizing federal and state reimbursement. True North has a proven track record of getting our clients full reimbursement of all eligible debris removal and monitoring costs.

True North understand the nature of work to be performed. The True North team is ready and able to serve the County. We are committed to perform the work on time and schedule. We encourage you to contact our references to inquire about the professionalism, ethics, integrity, and hard work of our staff in disaster debris management services.

#### Primary Contact:

ADerrick P. Tucker, P.E., Sr. Vice President

2501 Avenue J, Suite 120

Arlington, TX 76006

Phone: 817.548.0696

Cell: 601.506.3298

#### Secondary Contact:

Richard Sosebee, Vice President

2501 Avenue J, Suite 120

Arlington, TX 76006

Phone: 817.548.0696

Cell: 662-934-0016

If we can be of any immediate assistance, or if you have any questions regarding this proposal, please/feel free to contact us at any time.

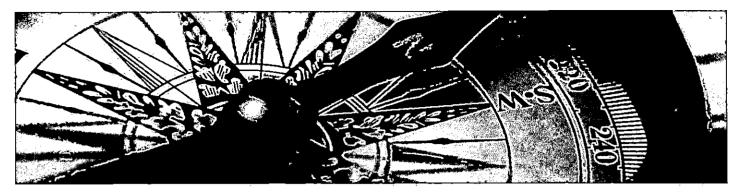
Sincerely,

True North Emergency Management, LLC

Derrick Tucker, P.E., Senior Vice President

Cell: 601.506.3298

Email: derrick.tucker@neel-schaffer.com



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### GENERAL BUSINESS INFORMATION

### True North Emergency Management, LLC a wholly owned subsidiary of Neel-Schaffer Engineers and Planners, Inc.

#### **True North Headquarters ARLINGTON, TX**

2501 Avenue J, Suite 120

Arlington, Texas 76006

Phone: 817-548-0696

Fax: 817-265-8532

#### **Contract Manager** Derrick Tucker, P.E., Sr. Vice President

Cell: 601-506-3298

Phone: 817-548-0696

Email: derrick.tucker@neel-schaffer.com

#### Support Office Location **HOUSTON, TX**

13430 Northwest Freeway Suite 650

Houston, TX 77040-6000

Phone: 713-783-7117

Fax: 713-783-5431

#### **Secondary Contact** Richard Sosebee, Project Manager

Cell: 662-934-0016

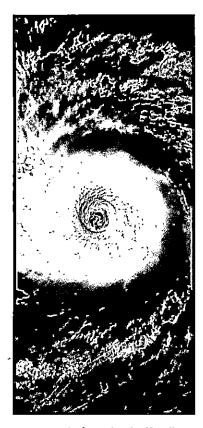
Phone: 817-548-0696

Email: rsosebee@truenorthEM.com





### TRUE NORTH COMPANY OVERVIEW



True North is a wholly owned subsidiary of Neel-Schaffer Engineers and Planners, Inc., specializing in emergency management and debris monitoring services. We provide comprehensive Emergency Management services in local, state, tribal, and commercial locations throughout the nation. We have demonstrated experience in supporting clients affected by all types of disasters, having worked on many of the largest disasters in American history including Hurricanes Katrina, Sandy, Matthew, Harvey, Irma and Michael as well as the BP Oil Spill.

Neel-Schaffer has been in business since 1983 with approximately 500 full-time employees. In 2010 Neel-Schaffer reorganized its emergency management department and formed True North Emergency Management. This was done in order to enable inhouse subject matter experts in Emergency Management, Public Assistance and Debris Management Planning to focus on emergency preparedness and response services for its clients.

Neel-Shaffer and True North collaborate on many projects to augment our extensive knowledge of emergency management and debris monitoring with engineering and construction expertise to achieve the optimal project outcome. Having both engineering and debris monitoring qualifications as well as experience with state and federal programs, funding sources and reimbursement services makes us uniquely qualified to respond to this contract.

True North / Neel Schaffer (hereinafter referred to as True North) has provided comprehensive disaster recovery services to numerous clients across the United State, Puerto Rico and the US Virgin Islands. True North has assisted in many phases of disaster recovery process including PA Consulting, Debris Monitoring, Project Management, Grant Management, Hazard Mitigation, Inspection and Housing Projects.

True North has a strong track record of full reimbursement of eligible project costs. In order to continue to receive full reimbursement, True North is very diligent in Project Management, documentation, training, eligibility determination, and Quality Control/Quality Assurance.

The True North team has worked closely with state and federal funding agencies for over 20 years in project funding, start up, documentation, invoice review, and payment follow up. We have worked in 9 different FEMA regions and have proven experience working with FEMA FHWA, and the Natural Resource Conservation Service (NRCS). We have also worked with several DOT's and state emergency management agencies in numerous states to achieve full eligible federal reimbursement through FEMA and FHWA programs.

Our staff includes the expertise of several former FEMA Public Assistance (PA) specialists, along with ore than a dozen Subject Matter Experts formerly with the USACE. These experts have a cumulative experience of over 350 years. Currently, the True North team sets the standard for emergency management services with our decades of experience, wealth of expertise, and long-term commitment to project success.

We believe True North is the best qualified firm to provide **Disaster Debris Monitoring and Consulting Services** for Polk County and we are aware that a Contract with Polk County, Texas, may be used to assist other jurisdictions within Polk County, Texas, through a Mutual Aid Agreement. Our primary focus will be providing the highest level of service to the County and it's citizens.





#### THE TRUE NORTH DIFFERENCE

True North Emergency Management prides itself on providing a best value service that optimizes experience, quality, cost and operational efficiency. True North has consistently demonstrated the ability, capacity and skill needed to provide the services required by Polk County. The quality of performance in our previous contract activations is a testament to the value of providing exceptional staff and experienced leadership. Our staff is highly regarded in the debris management field and has the integrity, reputation, and experience necessary to assist Polk County in its disaster recovery efforts.

Our management team is composed of some of the most experienced disaster debris response and recovery people in the country. **Richard Sosebee**, with over 15 years of experience, will be the Project Manager assigned to Polk County. With his considerable experience managing disaster recovery construction and debris hauling contractors, Mr. Sosebee brings to this project a valuable understanding of thorough and effective project management.



Along with our USACE Subject Matter Experts, True North also employs several experts in the field of disaster recovery including several former FEMA Debris Specialist with expertise in several areas of disaster recovery including Debris Removal, Public Assistance, Funding and Hazard Mitigation.

True North has a 100% success rate adhering to FEMA Public Assistance regulations.

True North has no closed, active, and pending FEMA disputes, audits, or lawsuits.

True North has no unrecovered FEMA reimbursements that occurred on Disaster Debris Monitoring projects for which the Proposer served as the primary contractor during the last five (5) years.

True North has never had any contracts that have been terminated unfavorably.

True North has never failed to complete a project.

#### **RESPONSE**

True North has never failed to respond to a contract activation, regardless of existing contractual obligations. To successfully manage multiple contracts, True North reviews its projected workload and frequently assesses our staffing commitments to ensure our team can provide exemplary service to our clients.

True North Emergency Management will activate its forces within 24 hours of receipt of the Notice to Proceed.

Our response to Polk County will be immediate, rapid and efficient with a focus on accountability, transparency, cost control and ensuring maximum reimbursement for all eligible disaster recovery costs. At True North Emergency Management, all our clients are a top priority. We have the capacity and depth of staff to ensure all our clients receive the same top-notch service regardless of the size of the community.

True North is committed to providing experienced debris management experts to our clients. We have a strategy of being geographically selective based on our capacity to ensure our clients receive the top-notch professional service that has made True North a leader in the field of debris monitoring. Having multiple contracts within the same geographical area allows us to allocate shared resources between projects. This increases efficiency as well as reducing the overall costs to our clients without sacrificing quality.





#### LOGISTICS

Following a disaster, lodging and supplies are limited or totally unavailable. As we have done in the past, True North is prepared to provide supplies and equipment for key personnel including food, water, and lodging, as well as communications, transportation, computer, and generator equipment. During all phases of mobilization and operations, we will provide for adequate personnel supplies and equipment including radios, vehicles, cell phones, GPS units, e-ticket units, digital cameras and safety equipment.

MOBILIZATION RESOURCES AND EQUIPMENT						
Offices and Supplemental Staff -We have locations throughout the South East with available supplies, equipment and supplemental staff.	Field Supplies - Required Forms, Maps, Measuring Tapes, Spray Paint, Batteries, Ladders, Folding Tables, Chairs, Canopies, Tents, and Gas Cans					
ADMS Hand Held Units and Printers - more than 300 Units for E-Ticketing / 30 DMS Tower Systems / 25 cases of HHU printer paper	Safety Gear - Reflective Vests, Hard Hats, Eye and Ear Protection, Rain Gear, 7-survival suits					
Generators & Battery Packs - 5 Generators / 15 Power Packs	Communications - more than 100 cell phones / 25 Wi-Fi Hot Spots / 130 Tablet PCs					
GPS Units and Digital Cameras - More than 100 of each All required Forms and Office Supplies	Work Stations - 20 computers with Monitors / 15 printers  2 Mobile Supply Trailers					

The above listed equipment will be available to perform debris monitoring services for Polk County. True North will acquire additional equipment, if needed, to perform debris monitoring services.

#### SPECIAL DISASTER RECOVERY PROGRAM MANAGEMENT

#### DEBRIS REMOVAL AND RESTORATION OF CANALS AND WATERWAYS

True North has monitored the removal of debris from rivers and canals on several projects. Most recently we monitored debris removal in 7 different regions for the South Florida Water Management District (SFWMD) following Hurricane Irma. This project included more than 100 canals and/or navigable waterways resulting in monitoring the removal of vegetative and C & D debris hanging over the canal, floating in the canal or submerged in the canal at a total cost of more than \$10 million. We also provided marine / canal/ waterway debris monitoring for numerous communities following Hurricanes Katrina, Ike Isaac, Sandy and the catastrophic 2008 flood in Cedar Rapids, Iowa.

Following Hurricane Ike in 2008, we monitored debris removal for waterways throughout the Houston / Galveston area for the GLO. Potential debris "targets" were identified using side scan sonar, were approved by the state, and were then removed or cleared. We monitored the removal or clearance of approximately 10,000 potential debris targets.

#### LEANING TREE AND HANGING LIMB REMOVAL

True North is very experienced in the monitoring of the removal of hazardous trees and limbs. We are familiar with FEMA eligibility requirements as well as the necessary documentation procedures. Our experience includes many recent projects resulting from Hurricanes Irma, Harvey and Matthew. Also following Winter Storm Pax, we successfully monitored 230,000 hazardous trees for hanging limb and leaner removals.

True North also has experience assisting our clients with the Pre-Validation and mapping of eligible trees and hanging limbs to streamline the removal process, ensure FEMA eligibility requirements and to prevent abuse or unnecessary tree removal.





#### **CLEANING AND RESTORATION OF SHORES**

True North has extensive experience monitoring the cleaning and restoration of shores. We have monitored beach cleaning, sand screen, sand replacement, and related activities following numerous disasters including Hurricanes Ike, Isaac and Sandy recently. Following Hurricane Ike in 2008, True North monitored the cleaning of approximately 60 miles of shoreline for the Texas GLO in the Houston / Galveston area. This project included all of the impacted state-owned shoreline, as well as marine debris removal from Sabine Lake, the Gulf, and Galveston, Trinity, East, and West Bays. This included work in the Counties of Harris, Chambers, Galveston, Brazoria and Orange.

Visible debris was first removed from shorelines and beaches by hand or mechanized equipment. Where significant debris remained, rakes mounted on equipment were used to "rake" the sand down 8 to 12 inches to remove debris. In many areas where debris was covered by sand, the sand was removed, screened, replaced and graded. Approximately 1 million cubic yards of sand was screened on this project. Other sand and shoreline projects include Dauphin Island, Alabama and the New Jersey DEP.

#### PRIVATE PROPERTY DEBRIS REMOVAL (PPDR)

True North has monitored the removal of debris from private property on several projects involving more than 10,000 properties. Most Recently True North provided Monitoring of Private Property Debris Removal (PPDR) following the devastating 2015 wildfire season in California for the California Department of Resources Recovery and Recycling (CalRecycle). True North as monitored PPDR following many other disasters including Hurricane Sandy, Severe Flooding in Cedar Rapids, Iowa and Hurricane Katrina, where we successfully monitored the removal of approximately 3 million cubic yards of debris from more than 5,000 right-of-entry properties for the City of Biloxi.

#### **MOTOR VEHICLES REMOVAL**

Several projects monitored by True North over the last ten years have included the removal of abandoned vehicles. This includes projects for the City of Biloxi, Texas GLO, and the Counties of Jackson and Hancock. Removed vehicles must be stored during an ownership reconciliation process according to state law. We monitored the removal of abandoned vehicles in the Houston / Galveston area following Hurricane Ike in 2008.

#### **BOATS REMOVAL/MARINE STAGING**

True North has monitored the removal of marine debris and abandoned vessels following several disasters, including Hurricanes Katrina, Ike and Sandy. This includes several large vessel removal projects in coastal Mississippi communities, as well as vessel removal from the waters of Texas following Hurricane Ike. We monitored the removal of over 100 vessels from five major bays in the Houston / Galveston area, including Galveston Bay. We also verified the vessel staging and ownership reconciliation process in accordance with Texas law.

#### HAZARDOUS WASTE AND CONTAMINATED DEBRIS MANAGEMENT

True North monitoring projects have included monitoring of multiple waste streams, including hazardous and contaminated waste, electronics waste, HHW and white goods. These projects included work in response to numerous disasters including hurricanes, tornadoes, and oil spills. We provided over 50 personnel on a two year project to monitor the removal of oil, tar, and contaminated debris following the Deepwater Horizon oil spill in the Gulf of Mexico. This included safety monitoring of the contractor's operations, as well as tracking of quantities of hazardous and contaminated debris removed. True North monitored this work in Mississippi and Florida, including the shorelines of several counties and several islands.





### TRUE NORTH

### CONTRACTING REQUIREMENTS

True North Emergency Management ,LLC., will perform as an independent contractor and, as such, will have and maintain complete control over all of its employees and operations.

True North Emergency Management, LLC., will not assign, sublet, or transfer its interest or obligations of this project.









**NEELINC-01** 

SSHOWS

#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 5/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| CONTACT | Sandy P | Shows

PRODUCER The Nowell Agency, Inc. 1498 Old Fannin Road Brandon, MS 39047				e <sub>lo, Ext): <sub>ESS:</sub> sandy.sl</sub>	nows@now	FAX (AIC, No): (60 ellagency.com	1) 939-8800 NAIC#
			INSUR			ty And Casualty Co.	37877
INSURED True North Emergency Mana						Fire Insurance Compan	y 23779
Neel-Schaffer, Inc.	gem	ent,	INSUR	ER C :			
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(Mandatory in NH)  If yes, describe under			1		•	E.L. DISEASE - EA EMPLOYEE \$	
DESCRIPTION OF OPERATIONS below					_	E.L. DISEASE - POLICY LIMIT \$	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
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ACORD 25 (2016/03)

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Client#: 46612

NEELSCHA

#### ACORD... CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

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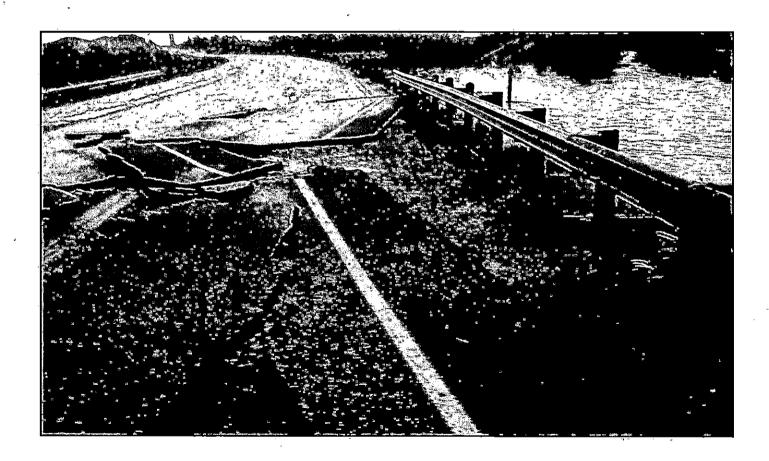


### TRUE NORTH

### USE OF SUBCONTRACTORS

True North Emergency Management has no plans to utilize Subcontractors for this project.

True North Emergency Management understands that no Subcontractor may provide services unless the County consents. We will be responsible for completing all contract work even if a Subcontractor has assumed responsibility to complete certain work. Also, True North Emergency Management shall be responsible for the actions and performance of all Subcontractors hired by True North Emergency Management. Furthermore, True North Emergency Management agrees that any subcontract for this project will include the same mandatory insurance requirements in favor of the County as are specified in the County's contract, unless we provides such coverage for any Subcontractors. We Understand that all subcontractors must provide their own Workers' Compensation Insurance per State law. All Subcontractor certificates of insurance and endorsements will be made available for County Contract Administrator review upon request.







### TRUE NORTH SERVICES

#### DISASTER DEBRIS MONITORING

Right-of-Way (ROW)

Hazardous Trees and Limbs

Private Property Debris Removal (PPDR)

Right-of-Entry(ROE) Administration

Structure Demolition Monitoring

Canals and Waterways

Beach Cleaning / Restoration

Hazardous Waste and Contaminated Debris Management

#### **Debris Types**

Construction & Demolition (C&D) • Vegetative

• Household Hazardous Waste (HHW) • White

Goods • E-Waste • Marine Debris • Abandoned

Vessels • Abandoned Vehicles • Regulated

Asbestos Containing Materials (RACM)

#### Response Experience

Fires • Hurricanes • Floods • Tornadoes • Oil Spill

• Severe Winter Storms • Pandemic

#### FEMA PUBLIC ASSISTANCE CONSULTING

Identification of eligible emergency and permanent work (Category A-G)

Damage Assessment

Assistance in attaining Immediate Needs Funding

Loss measurement and categorization

Insurance evaluation, documentation adjusting

and settlement services

Project Worksheet generation and review

FEMA, FHWA and Natural Resources

Conservátion Services (NRCS) reimbursement support

Staff augmentation with experienced Public Assurance Coordinators and Project Officers

Interim inspections

Final inspections

Supplemental Project Worksheet generation and final review

Appeal services and negotiations

Reconstruction and long-term infrastructure planning

Final review of all emergency and permanent work performed

#### EMERGENCY MANAGEMENT PLANNING

Disaster Debris Management Plan (DDMP)	Continuity of Operations Plan (COOP)
Pandemic Illness Planning and Response	Comprehensive Emergency Management Plan (CEMP)
Hazard Mitigation Plan (HMP)	

#### HOUSING PROGRAMS

E T T T T T T T T T T T T T T T T T T T	a
Tier 1 - Broad-Level Environmental Review	Tier 2 - Site Specific Environmental Review
Damage Assessment	Initial Inspection and Cost Estimation
Construction Inspection	Lead Based Paint, Asbestos and Mold Testing & Reporting
Well Water and Septic testing & Reporting	Section 106 Review & Reporting





### TRUE NORTH

#### **PROVEN RESULTS**

The debris management matrix shown below and the following project summaries demonstrate our proven performance and our ability to successfully monitor the removal and disposal of storm-related debris and provide disaster recovery management services.

	HURRICANE						
Event	Quantity	Types of Debris					
2020 Hurricane Sally	1,000,000 CY	C. & D Materials/Vegetative/Trees & Hazardous Limbs					
Fairhope, Daphne and Perdido Beach, Alaban	na	Sept. 2020 to Dec.2020					
2020 Hurricane Laura	1,500,000 CY	C & D Materials/Vegetative/Trees & Hazardous Limbs					
City of DeRidder, Lafayette Consolidated Gove Parish Louisiana	ernment, and Beaur	AL B se new dies to the complete board (Miles) bloom of the board at					
2019 Hurricane Michael	250,000 CY	C & D Materials/Vegetative/Trees & Hazardous Limbs					
Bainbridge and Decatur County, Georgia	,	Apr. 2019 – Aug. 2019					
2017 Hurricane Irma	~, 1,000,000 CY	C & D Materials/Végetative/Trees & Házardous Limbs					
FDOT, North Miami, Palm Coast, SFWMD (7 D Florida, St. Lucie County, Hillsboro Beach, For		Tribe of Sept. 2017 to Feb 2018					
2017 Hurricane Harvey	' 1,000,000 CY	C.& D Materials/Vegetative/Trees & Hazardous Limbs					
TXDOT Yokum District, San Patricio County, Re County, Aransas Pass, Ingleside, Portland, Por Alvin, La Porte, Baytown, Taylor Lake Village, Cleveland.	t Lavaca, Bishop, W	Webster,					
2016 Hurricane Matthew	1,200,000 CY	C & D Materials/Vegetative/Trees & Hazardous Limbs					
SCDOT, South Carolina (10 counties)	Application and an experimental and an experim	Oct. 2016 to April 2017					
Palm Coast, Florida		Oct. 2016 to Jan. 2017					
St Lucie County, Florida		Oct. 2016 to Jan. 2017					
2012 Hurricane Sandy	1,472,000 CY	C&D Materials/Vegetative/White Goods/HHW/E-Waste					
Township of Toms River, New Jersey / Louis B	erger Group	Nov. 2012 to Sept. 2013					
Ocean County, New Jersey / Louis Berger Gro	up	Nov. 2012 to Sept. 2013					
Borough of Belmar and City of Elizabeth, Nev	w Jersey	Nov. 2012 to Mar. 2013					
2012 Hurricane Isaac	223,408 CY	C&D Materials/Vegetative/Sand					
Jackson County/Biloxi/Pascagoula/Magnolia/	McComb, Mississip	ippi Sept. 2012 to Oct. 2012					
Dauphin Island, Alabama	- · · · ·	Oct. 2012 to Dec. 2012					
Dauphin Island, Alabama 2011 Hurricane Irene	5,2 <u>6</u> 0 CY _						
	<u>.</u>	Oct. 2012 to Dec. 2012					
2011 Hurricane Irene	5,260 CY	Oct. 2012 to Dec. 2012  C&D Materials/Vegetative/Trees & Hazardous Limbs					





	HURRI	CANE
Event	Total Cy	Types; of Debris
2008 Hurricane lke	1;728,490 CY 130 Vessels	Sand Screening/C&D Materials/Concrete/Marine Debris/ Vessels/White Goods/Trees(4,134) & Hazardous Limbs
Upper Texas Gulf Coast Beaches	C. Martin Communication of the	Dec . 2008 to Mar. 2009
Five major bays & the Gulf of Mexico in	and adjacent to:	Mar . 2009 to Sept. 2009
Gaiveston County, Brazoria County, Harris County, Chamb	oers County, Jefferson County, Orang	e County
Shoreacres, Texas		Sept . 2008 to Mar. 2009
La Porte, Texas	_	Sept . 2008 to May. 2009
Morgan's Point, Texas	-	Sept . 2008 to Oct. 2008
Taylor Lake Village, Texas		Sept . 2008 to Nov. 2008
2008.Hürricane Gustav	356,196CY 15,235 Trees	C&D Materials/Vegetative/Trees & Hazardous Limbs
Lafayette Consolidated Government, Lo	puisiana	Sept. 2008 to Dec. 2008
Scott, Louisiana		Nov. 2012 to Oct. 2013
2005 Hurricane Katrina	5,545,048 CY 6,200 Trees 9,257 ROE	C&D Materials/Vegetative/Trees & Hazardous Limbs/ White Goods/Wet-Debris/Contractor Selection Assistance
Biloxi, Mississippi		Sept. 2005 to Aug. 2007
Gautier, Mississippi	Jan. 2007 to Jun. 2007	
Hattiesburg, Mississippi		Jan. 2006 to Apr. 2006
Mississippi Department of Transportation	on District Six	Feb. 2006 to Jun. 2006
Jackson County, Mississippi		Jan. 2006 to Aug. 2006
Hancock County, Mississippi		Aug. 2006 to Aug. 2007
Madison, Mississippi		Sept. 2005 to Nov. 2005
Jackson, Mississippi		Nov. 2005 to Sept. 2006
McComb, Mississippi	-	Sept. 2005 to Nov. 2005
Magee, Mississippi		Sept. 2005 to Oct. 2005
Magnolia, Mississippi		Sept. 2005 to Nov. 2005
Rankin County, Mississippi	-	Sept. 2005 to Oct. 2005
Excluding Cities of Pearl and Richland Rankin County, Mis	sissippi Excluding Cities of Pearl and	Richland
Canton, Mississippi	arr into the state of	Sept. 2005 to Nov. 2005
2005 Hurricane Frances & Jeanne	800,000 CY*	C&D Materials/Vegetative/Trees & Hazardous Limbs/ Contractor Selection Assistance
Vero Beach / Indian River County, Florid	a	Aug. 2004 to Oct. 2004
25	TORN	ADO
CLIENT 2014	Total Debris	Types of Debris
Louisville, Mississippi	28,402 tons	Vegetative/Trees and Hazardous Limbs
Lee County, Mississippi	64,113 CY	Vegetative/Trees and Hazardous Limbs
Lowndes County, Mississippi	43,038 CY	Vegetative/Trees and Hazardous Limbs





	TORN	ÃDO'
CLIÉNT'	Total Debris	Types.of Debris
2012		2 2
Kentucky Transportation Cabinet	7900 tons	Vegetative/Trees and Hazardous Limbs
2011:		
Chattanooga, Tennessee	60,000 CY	Vegetative/Trees and Hazardous Limbs/C&D Materials
Bradley County &Cleveland,Tennessee	126,000 CY	Vegetative/Trees and Hazardous Limbs/C&D Materials
Hoover, Alabama	43,000 CY	Vegetative/C&D Materials/White Goods/HHW
Jackson, Clinton, Mississippi	28,402 tons	Vegetative/Trees and Hazardous Limbs
2010	N 15 25	The second secon
Yazoo and Holmes Counties, Mississippi	22,000 CY	Vegetative/Trees and Hazardous Limbs/ Contractor
Commences in the first of the control of the contro		Selection Assistance
2002		All the same of the state of th
Columbus, Mississippi	240,000 CY	Vegetative & Contractor Selection Assistance
2001	900 ROE	And the state of t
Columbus, Mississippi	50,000 CY	Vegetative & Contractor Selection Assistance
Columbus, Mississippi	30,000 C1	vegetative & contractor selection Assistance
	WINTER,	STORM
CLIENT	Total Debris	Types of Debris
2014	And the second s	The second secon
South Carolina Department of Transportation	1,200,000 CY	Vegetative/Trees and Hazardous Limbs
Orange County, North Carolina	32,933 CY	Vegetative/Trees and Hazardous Limbs
Hillsboro, North Carolina	7,000 CY	Vegetative/Trees and Hazardous Limbs
2013	and a second	The state of the s
Worthington, Minnesota	86,088 CY	Vegetative/Trees and Hazardous Limbs
2011		
Southington, Connecticut	62,651 CY	Vegetative/Trees and Hazardous Limbs
Granby, Connecticut	94,625 CY	Vegetative/Trees and Hazardous Limbs
Brookfield, Connecticut	55,870 CY	Vegetative/Trees and Hazardous Limbs
Simsbury, Connecticut	335,422 CY	Vegetative/Trees and Hazardous Limbs
2009	e e e e e e e e e e e e e e e e e e e	e de la compansión de l
Paducah, Mayfield, McCracken & Graves	1,150,000 CY	Vegetative/Trees and Hazardous Limbs
County, Kentucky		
The state of the s	🎺 WILD	FIRE
CLIENT	Total Debris	Types of Debris
2016:California Valley Fire and Butte Fire	ALLES AND	The second secon
CalRecycle California Department of Resources	50,000 CY(est)	Ash/Recyclable materials/Concrete/Contaminated soil
and Recovery		
2014;Black,Forest-Wildfire		
El Paso County, Colorado	5,500 Trees	Burned Trees





	FLOOE	DING
CLIENT	Total Debris	Types of Debris
2016		
Lafayette City/Parish Consolidated Government	66,150 CY	C&D Materials/White Goods/HHW/E-Waste
Vermilion Parish Police Jury	23,275	C&D Materials/White Goods/HHW/E-Waste
St Tammany Parrish	10,960	C&D Materials/White Goods/HHW/E-Waste
2013		
Boulder County, Colorado	7,600 tons	Vegetative/Trees and Hazardous Limbs/C&D Materials
City of Boulder, Colorado	9,925 tons	Vegetative/Trees and Hazardous Limbs
University of Iowa		C&D from five Commercial, Institutional Buildings
2012;	pars pour voice off	A COMMAND AND A STATE OF THE PROPERTY OF THE P
Lafayette Consolidated Government,	4,720 CY	Vegetative/Trees and Hazardous Limbs
Carencro Louisiana	'	
2008		p El (18 t) at her herencen
Cedar Rapids, Iowa	36,325 tons	C&D Materials/Metals/White Goods/HHW/Regulated
. /		Asbestos-Containing Materials – RACM
a see	OIL S	PILL
CLIENT	Area *	Types of Debris
2010 BP Deepwater Horizon Oil Spill	عدر س <u>ب</u> ر د	
Mississippi Beaches and Islands	50 Miles	Beach and Island Restoration Monitoring
SEVERE STORMS, TORNA	DOES, STF	RAIGHT-LINE WINDS & FLOODING
Event	Quantity	Types of Debris
2015 Texas Severe Storms/Tornadoes/	121,141 CY	C&D Materials/Vegetative
Straight-line Wind and Flooding DR-4255	Common and	S.
Rowlett, Texas		Feb. 2016 to Apr. 2016
Garland, Texas		Dec. 2015 to Feb. 2016
2015 Severe Storms/Tornadoes/Straight-line Wind and Flooding DR-4223	152,370 CY	C & D Materials/Vegetative
Texas Department of Transportation		May 2015 to Oct. 2015





# TRUE NORTH SELECTED PROJECT PROFILES

## CITY OF FAIRHOPE, AL

### **HURRICANE SALLY - 2020**

The City of Fairhope is a very progressive city in their attitude towards the care of their community and citizens. Regardless of the city's superior municipal capabilities, they were completely incapacitated at the initial onset of the disaster due to the magnitude of the destruction the city received. The City of Fairhope gave True North full authority in their recovery. In partnership with the city, we assisted them in a very aggressive recovery and through our assistance in navigating the FEMA Grants process made their recovery a remarkable success story to normality.

True North Assisted the City of Fairhope in:

- Damage assessments for all the FEMA categories A through G;
- Develop the DDD (Damage Description, Dimensions) for scope of work for all their projects;
- Consulted with FEMA's PDMG (Project Delivery Manager) for each project;
- Performed site inspections of developed "Damage Inventory" line items per FEMA guidelines for all projects;
- Tracked and recorded on approved FEMA forms the costs documentation of work completed for all force account labor, equipment and materials;
- Assisted in formulation of the FEMA EEI (Essential Elements of Information), and Special Considerations Questions for each project;
- Assisted in project entry in the Applicant/FEMA Portal for the development of a PW (Project Worksheet) for each project;
- Provided assistance and consultation on FEMA's PAAP (Public Assistance Alternative Procedure) Pilot Program;
- Assisted in tracking DAC (Direct Administrative Cost) per project; and
- Developed a comprehensive detailed narrative for each project completed.

# TOWN OF PERDIDO BEACH, AL

### **HURRICANE SALLY - 2020**

Our participation in their recovery was unique since this community and their town officials were overwhelmed by the disaster and gave True North full authority from the very beginning of this project. True North Emergency Management assisted the Town of Perdido Beach with all of their recovery efforts for the FEMA reimbursement process and grant management in response to Hurricane Sally's devastation.

True North Assisted the Town in:

- Damage assessments for all the FEMA categories A through G:
- Develop the DDD (Damage Description, Dimensions) for scope of work for all their projects;
- Consulted with FEMA's PDMG (Project Delivery Manager) for each project;
- Performed site inspections of developed "Damage Inventory" line items per FEMA guidelines for all projects;
- Tracked and recorded on approved FEMA forms the costs documentation of work completed for all force account labor, equipment and materials;
- Assisted in formulation of the FEMA EEI (Essential Elements of Information), and Special Considerations Questions for each project;
- Assisted in project entry in the Applicant/FEMA Portal for the development of a PW (Project Worksheet) for each project;
- Developed a comprehensive detailed narrative for each project completed





# BAINBRIDGE AND DECATUR COUNTY, GEORGIA

### **HURRICANE MICHAEL - 2019**

Hurricane Michael was the first Category 5 Hurricane to make landfall in the United States since Hurricane Andrew. Immediately following the storm True North mobilized to the Florida Panhandle to start work in the impacted area. Decatur County, GA is the furthest South West County in the State of Georgia and forms the State boundary with Florida. Decatur County initially had over 1 million cubic yards of debris spread across the County. The cleanup was deemed a Direct Federal Assistance Project managed and administered for the USACE. In January the USACE turned the project over to the Cities of Bainbridge and Decatur County. True North served as the debris monitor for the City and County. The largest part of the project was the identification, documentation, and removal of hazardous hanging limbs, trees, and stumps. True North in collaboration with FEMA, GEMA, the City, and the County successfully and safely monitored the removal of over 25,000 compromised limbs and trees from over 600 miles of roads. All tickets, photos, gps, and documentation were captured using our electronic ticketing system. The Contractor had 20 crews on the project that were all monitored by True North. In addition to the hazardous trees, True North also monitored the collection of over 250,000 CY of remaining disaster debris and its hauling, reduction, and disposal at recycling facilities and landfills.

# HURRICANE IRMA, FLORIDA

#### **HURRICANE IRMA - 2017**

Hurricane Irma made landfall in Florida as a powerful Category 4 hurricane, with strong winds and a devastating storm surge. After making landfall in the Florida Keys, Hurricane Irma tracked northward through Florida causing extensive damage throughout the state. The massive storm generated debris from the Florida Keys to Jacksonville.

True North was already activated on more the 15 projects in Texas resulting from Hurricane Harvey. Our depth of staff, resources and capacity allowed us to respond fully to Hurricane Irma with experienced Managers and Supervisors.

The True North advance team was on hand in Florida several days ahead of the storm assisting our clients. Within hours of the storm passing we were performing damage assessments and initializing projects for our activated contracts. At this point, our staff of Managers, Subject Matter Experts and Supervisors began the process of hiring local residents to be trained as monitors. True North assembled a team of over one hundred fifty employees through-out the State of Florida that were trained in FEMA monitoring protocol, project requirements, and safety.

True North debris monitors worked to clean up the rights-of-way and waterways of more than 1,000,000 cubic yards of eligible debris including monitoring the trimming of trees with hazardous hanging limbs coupled with hazardous leaning tree, stump removals, and waterway debris removal.

We monitored debris removal in 7 different regions for the South Florida Water Management District (SFWMD) following Hurricane Irma. This project included more than 100 canals and/or navigable waterways resulting in monitoring the removal of vegetative and C & D debris hanging over the canal, floating in the canal or submerged in the canal at a total cost of more than \$10 million.

100% of the debris removal operations were recorded utilizing our state-of-the-art electronic ticketing and data management system. Having a scalable and dynamic debris monitoring application allowed True North to quickly add field units to ensure ADMS continuity though out the life-cycle of the project.

Our staff also provided assessment of numerous debris management sites to facilitate permit and review requirements as well as FEMA Public Assistance (PA) consulting to several clients.





Our Program Manager, a former USACE National Debris Subject Matter Expert, along with Project Managers, Operations Managers, and Field Supervisors worked shoulder-to-shoulder with State, Local, and FEMA project members to ensure successful project completions and maximizing of eligible reimbursement.

#### **ACTIVATED CONTRACTS**

City of North Miami

City of Palm Coast

City of Ft. Pierce

**City of Hillsboro Beach** 

St, Lucie County

Seminal Tribe of Florida

**South Florida Water Management District** 

Florida Department of Transportation

## HURRICANE HARVEY, TEXAS

### **HURRICANE HARVEY - 2017**

Hurricane Harvey was the first major hurricane to make landfall in the United States since Wilma in 2005, ending a record 12-year span in which no hurricanes made landfall at such an intensity in the country. In a four-day period, many areas received more than 40 inches (1,000 mm) of rain as the system slowly meandered over eastern Texas and adjacent waters, causing unprecedented flooding. The widespread and catastrophic effects of Hurricane Harvey resulted in one of the costliest natural disasters in United States history. An estimated 300,000 structures and 500,000 vehicles were damaged or destroyed in Texas alone.

As Harvey produced record rainfall with the slow track from west to east our teams were on the ground within hours of the storms passing. At this point, our staff of Project Managers, Subject Matter Experts and Supervisors began damage assessments and the process of hiring local residents to be trained as monitors. True North assembled a team of over one hundred fifty employees through-out the State of Texas that were trained in FEMA monitoring protocol, project requirements, and safety.

100% of the debris removal operations were recorded utilizing our state-of-the-art electronic ticketing and data management system. Having a scalable and dynamic debris monitoring application allowed True North to quickly add field units to ensure ADMS continuity though out the life-cycle of the project.

True North monitored the debris operations in 3 counties, 13 cities as well as the Yoakum District of TXDOT. With our projects covering the coast from Corpus Christi to Houston and hundreds of miles inland True North monitored over 950,000 cubic yards of debris and issuing over 21,200 debris tickets.

#### **ACTIVATED CONTRACTS**

San Patricio County

**Refugio County** 

**Chambers County** 

City of Cleveland

City of Dayton

**City of Aransas Pass** 

City of Ingleside

City of Baytown

City of Portland

**City of Port Lavaca** 

City of Alvin

City of Bishop

City of Webster

City of La Porte

**City of Clear Lake Shores** 

City of Taylor Lake Village





# CALIFORNIA DEPARTMENT OF RESOURCES, RECYCLING & RECOVERY

#### CALIFORNIA VALLEY FIRE AND BUTTE FIRE - 2016

The True North team provided Electronic Monitoring of Private Property Debris Removal (PPDR) and PA Consulting (financial recovery assistance) following the devastating 2015 wildfire season in California. The California Department of Resources Recovery and Recycling (CalRecycle) managed the remediation of damage resulting from several 2015 fire events. CalRecycle hired Neel-Schaffer/True North to provide third party debris removal monitoring for the Butte Area Fire. The Butte Area Fire project also **destroyed approximately 70,000 acres**, mostly in Calaveras County, and led to **ROEs on more than 800 private properties**. The Valley Area Fire project included Rights-of-Entry (ROEs) on more than **1,300 private properties**, across about **70,000** acres mostly in Lake County.

On-site remediation monitoring included tracking the work hours of remediation contractor personnel and equipment. Truck loading and debris removal were also documented for separate waste streams including ash, metals, debris, soil and concrete. Not all waste streams were FEMA reimbursable, which necessitated separate tracking of waste streams. Neel-Schaffer/True North Monitors prepared paper "Daily Activity Logs" as a backup to our Electronic Load Tickets. Neel-Schaffer/True North's proprietary North Track electronic ticketing system was used with 10" tablet computers to accurately track remediation activities. Data was uploaded daily to the North Track Data Management system. This field data was used to assist in reconciling contractor invoices.

True North assisted CalRecycle in reviewing and reconciling remediation contractor invoices to support FEMA reimbursement for both the Butte Area and Valley Area Fires. Removal of ash and debris from destroyed structures mitigated community health hazards. The remediation projects allowed the affected communities to safely rebuild following the disaster. Multiple contractors were hired under "cost plus" remediation contracts, which provided CalRecycle the ability to closely manage the activities of the contractors in cleaning the burn sites.

The Neel-Schaffer/True North monitoring and PA team included more than 30 Monitors, 9 Supervisors & 8 Accountants/ Clerks, as well as a Program Director, Project Manager, Officer-in-Charge, QA/QC Manager, Data Manager, and Health & Safety Officers.

## HURRICANE MATTHEW, FLORIDA AND SOUTH CAROLINA

#### **HURRICANE MATTHEW - 2016**

Neel-Schaffer/True North was selected for a pre-position monitoring contract by the City of Palm Coast, St Lucie County and South Carolina Department of Transportation (SCDOT). The southeastern United States was then hit hard by Hurricane Matthew as it moved very close to the coasts of Florida, Georgia, South Carolina and North Carolina. Matthew made official U.S. landfall on Oct. 8 southeast of McClellanville, South Carolina, as a Category 1 hurricane with 75 mph winds.

The NWS issued its first ever flash flood emergency early Oct. 8 for Horry County, including the Myrtle Beach Grand Strand and Conway, South Carolina, due to the combination of rainfall and storm surge flooding. Flash flood emergencies are only issued during rare, exceptionally dangerous events.

The massive storm generated debris along coastal cities and counties from Florida to North Carolina. The SCDOT engaged Neel-Schaffer/True North on October 11, 2016. We successfully hired over 200 local monitors and staff throughout the 10-county project scope to assist with debris removal monitoring services. More than 185 debris monitors worked to clean up the rights-of-way of more than 1 million cubic yards of eligible vegetative debris including monitoring the trimming of trees with hazardous hanging limbs coupled with hazardous leaning tree and stump removals. A local engineering firm,





Chao and Associates, Inc., provided assessment of numerous debris management sites to facilitate the SCDOT with meeting DHEC permit and review requirements. Our Project Manager, a Debris SME, along with other Operations Managers and Field Supervisors worked shoulder-to-shoulder with SCDOT and FEMA project members to ensure a successful project prevalidation process.

Simultaneously, Neel-Schaffer/True North was engaged by St. Lucie County, Florida and about 200 miles north City of Palm Coast, Florida. Both communities experienced tree damage resulting from Hurricane Matthew. Our Project Managers, other Debris SMEs, along with Field Supervisors worked closely with County and City staff and contractors to ensure public ROW was cleared in a timely and safe manner.

#### **ACTIVATED CONTRACTS**

St Lucie County, FL

City of Palm Coast, Florida

SCDOT, South Carolina

## LAFAYETTE AND VERMILION PARISH, LOUISIANA

#### **LOUISIANA FLOODING - 2016**

On August 2016, prolonged rainfall in southern parts of the state of Louisiana resulted in catastrophic flooding. In Lafayette Parish more than 1,500 homes, businesses and other structures flooded due to rising waters pushed up by the record rainfall. Most of the impacted structures were submerged in several feet of water. A flood of this magnitude and intensity posed unique debris management challenges including Construction and Demolition (C & D) materials, E-waste, white goods and Household Hazardous Waste (HHW). True North monitored the removal of more than 66,000 CY eligible debris from the ROW.

Also effected was the neighboring Parish of Vermilion. After, being contracted in September 2016 and utilizing our existing Lafayette Parish management and data team, Neel-Schaffer/True North was able to quickly and efficiently begin monitoring operations for an additional 23,000 CY of flood generated debris. By allocating shared resources, we were able to <u>reduce</u> the overall costs to both Parishes without sacrificing quality.

The Neel-Schaffer/True North Team addressed the debris removal concerns for both parishes as well as the reality and sensitivities of addressing the needs of disaster victims who had lost everything in a professional and responsive management effort.

## TEXAS DEPARTMENT OF TRANSPORTATION

## SEVERE STORMS, TORNADOES, STRAIGHT-LINE WINDS AND FLOODING - 2015

True North / Neel-Schaffer was under contract with TxDOT for six years through 2016 to provide Public Assistance (PA) Consulting and debris removal monitoring services. We were selected again by TxDOT in 2017 for similar services. True North / Neel-Schaffer has been mobilized by six different TxDOT districts following multiple disaster events during this period. Four of these districts included PA Consulting. We were mobilized between 2015 and 2017 on multiple disasters including severe storms, tornadoes, straight-line winds, flooding, and Hurricane Harvey.

#### TxDOT Austin District - Severe Storms and Flooding - 2015

The True North/Neel-Schaffer team was asked by the Austin District to provide PA Consulting services following the severe Memorial Day flooding that cause multiple fatalities along with millions of dollars in damage to TxDOT maintained facilities. We compiled project data and developed documentation in support of reimbursement under the FEMA Public Assistance (PA) Program. We also developed projects for reimbursement under the Federal Highway Administration (FHWA) Emergency Relief (ER) Program. We performed PA services in 7 counties (Bastrop, Blanco, Caldwell, Hays, Lee,





Travis, Williamson) maintained within the TxDOT Austin District. This included the devastated communities of Blanco, Wimberly and San Marcos.

We provided support for the FHWA ER Program by developing, Detailed Damage Inspection Reports (DDIR), and Damage Survey Summary Reports (DSSR) and Program of Projects (POP) while meeting tight deadlines and specifications. We also fast-tracked the paperwork for the FHWA Quick Release Program. Additionally, our staff compiled professional engineering opinion of costs, other cost estimates, permits, inspection reports, and other detailed information to support the development of draft Project Worksheets (PWs) for the applicant. Our work included more than 50 projects such as road, bridge, and culvert replacements. This represented \$\mathbf{S}\$ millions in damaged facilities.

### TxDOT Tyler District - Severe Storms, Straight-Line Winds and Tornadoes - 2015

Following severe storms and tornadoes, TxDOT asked True North / Neel-Schaffer to perform similar services to develop projects and compile documentation in the Tyler District including projects in Van Zandt County, City of Van, Rusk County, City of Henderson, and Cherokee County, including municipal, county, and state roads. We also compiled documentation of flood damage in several Dallas District counties and wind damage in Montgomery and Waller Counties in the Houston District.

#### TxDOT Yoakum District - Hurricane Harvey - 2017

Following Hurricane Harvey, True North / Neel-Schaffer was asked by the Yoakum District to perform debris removal monitoring services. The Yoakum District consists of 11 counties.

## SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

#### WINTER STORM PAX - 2014

The South Carolina Department of Transportation selected Neel-Schaffer/True North Emergency Management for a pre-event contract in September of 2013. In February of 2014 a severe winter storm ravaged a large swath of South Carolina, and the Neel-Schaffer/True North debris management and supervision team mobilized while the winter storm was ongoing. Neel-Schaffer/True North Operations Managers and Field Supervisors assisted the SCDOT during the PUSH efforts, providing timesheet and equipment log management. These efforts ensured required documentation qualifies for reimbursement for the initial debris clearance response phase. During the PUSH efforts, other Operations Managers and Field Supervisors managed project logistics, out-reach programs, and local staffing efforts.

We successfully hired over 500 local monitors and staff throughout the 8-county project scope to assist with debris removal monitoring services. More than 450 debris monitors worked to clean up the rights-of-way (ROW) of more than 1.5 million cubic yards of eligible vegetative debris along with monitoring almost 230,000 trees, to include trees with hazardous hanging limbs and leaner removals. A local engineering firm, CHAO and Associates, Inc., provided assessment of numerous debris management sites to facilitate the SCDOT with meeting DHEC permit and review requirements. Our Project Manager, a US Army Corp of Engineers' certified Subject Matter Expert, along with other Operations Managers and Field Supervisors worked shoulder-to-shoulder with FEMA project members to ensure a successful project validation process.

## EL PASO COUNTY, COLORADO

### **BLACK FOREST WILDFIRES - 2013**

In the summer of 2013 the Black Forest wildfire caused multiple fatalities, burned 14,000 acres of land, and destroyed over 500 homes. The fire was in the unincorporated Black Forest area of El Paso County just northeast of the City of Colorado





Springs where 38,000 people from 94,000 acres of land were evacuated. Thousands of standing burned trees were left dead or dying on public rights-of-way (ROWs) and public properties. El Paso County developed a dead tree mitigation team to remove the hazard of dead trees falling along county maintained roads and park trails. This project significantly reduced the risk of injury or death posed by hanging dead trees and limbs. El Paso County selected Neel-Schaffer/True North Emergency Management to assist with contractor selection and for monitoring the removal of approximately 5,500 fire damaged trees. Neel-Schaffer/True North assisted in determining which damaged trees were eligible for removal including trees on public ROWs/properties that were either dead or expected to die soon from the fire damage.

Neel-Schaffer/True North utilized their proprietary electronic ticketing system to document the removal of each tree. Key information about every tree removed was recorded including size, date, and GPS coordinates. Following this project, Neel-Schaffer/True North entered into a pre-event monitoring contract with El Paso County to help with future disasters.

# CEDAR RAPIDS, IOWA

## SEVERE FLOODING - 2008 - 2014

In June 2008, Cedar Rapids was impacted by the most significant flood event in centuries. The 500-year flood plain was surpassed, flooding more than 4,000 homes and hundreds of businesses. Most of the impacted structures were submerged in more than eight feet of water when the Cedar River overflowed its levees. A disaster of this magnitude, duration, and intensity posed unique debris management challenges including Construction and Demolition (C & D) materials, demolition of flood impacted structures, metals, white goods, Household Hazardous Waste (HHW), Regulated Asbestos Containing Materials (RACM), mold and other airborne and surface contaminants. Neel-Schaffer/True North monitored the removal of approximately 49,000 tons of debris from the ROW and demolition properties. Neel-Schaffer addressed these concerns as well as the reality and sensitivities of addressing the needs of disaster victims who had lost everything in a professional and responsive management effort.

Once the initial debris removal effort were completed, the City of Cedar Rapids conducted numerous projects from 2009 through 2014 to demolish homes and other buildings that were damaged beyond repair. The various projects were funded from a number of state and federal sources beyond the initial FEMA project. Recovery projects also included demolition and debris removal of commercial structures. Neel-Schaffer/True North provided demolition and debris removal monitoring for these projects from 2008 through 2014 to ensure reimbursement from FEMA and other funding sources.

## OCEAN COUNTY, NEW JERSEY

## **HURRICANE SANDY - 2012**

True North provided disaster debris management services to **over 20 cities, counties and townships** in New Jersey following Hurricane Sandy, which made landfall in October 2012. Our monitoring in New Jersey included ROW debris removal, public property debris removal, hazardous tree work, private property work, and waterway debris. These projects included the monitoring of operation and closeout of **22 temporary debris storage and processing sites**.

We worked as a sub-consultant to the Louis Berger Group to monitor the removal of over 1.2 million cubic yards of debris from Ocean County, including several towns within the County. The removal of ROW debris was completed in approximately 90 days, involving over 200 monitors. The project included C&D debris, vegetative debris, white goods, HHW, and deposited sand removal. The project also included monitoring a large storm sewer cleaning effort to remove sand and sediment deposited by Hurricane Sandy. Hazardous hanging limbs were removed from over 35,000 trees.





# DAUPHIN ISLAND, ALABAMA

#### HURRICANE ISAAC - SAND SCREENING AND BEACH RESTORATION - 2012

True North entered into a disaster debris monitoring contract with the Town of Dauphin Island following Hurricane Isaac in 2012. The project included the monitoring of sand screening and beach restoration for more than 166,000 cubic yards of beach sand from public rights-of-way and public property. The primary roadway into the impacted area of Dauphin Island was covered in several feet of sand covering more than 60 percent of the project area or roadway. The project also consisted of removing sand and silt from drainage canals on the north side of Dauphin Island. Neel-Schaffer/True North utilized mobile debris management sites (DMS) and towers to allow progression along the impacted project area. The progression of the "DMS," totaling 8 sites, facilitated more than 250 daily loads utilizing only 4 trucks. The project was completed in 60 days and closed out in 90 days which assisted the applicant in receiving maximum reimbursement.

# CITY OF CHATTANOOGA, TENNESSEE

#### **TORNADOES - 2011**

The City of Chattanooga selected Neel-Schaffer/True North as the primary contractor to manage and monitor the debris removal and disposal as a result of the tornadoes on April 27, 2011. The City selected Byrd Brothers as its debris hauling contractor. The Neel-Schaffer/True North team managed several sub-contractors working under the contractor, Byrd Brothers. Neel-Schaffer/True North properly certified all equipment involved with the debris cleanup operation. Neel-Schaffer/True North coordinated the contractor to erect inspection towers at each debris management site (DMS) and the landfill.

The City of Chattanooga had used force account labor to remove and haul vegetative debris to two of the three DMSs used during the project. Although the City had approximate volumes based on truck counts and manufacturer struck volumes, it was necessary to develop an estimate of the stockpiled debris for further management and reduction by the contractor for subsequent payment. The City requested Neel-Schaffer/True North develop an estimate of the two stockpiles. Neel-Schaffer/True North coordinated this effort with representatives from FEMA, the City, and the contractors.

Following the truck and equipment certification process, in accordance with the City's Solid Waste Route Zones, systematically, eligible vegetative debris was removed from public ROW and hauled to the DMS allocated to the zone. This zone-by-zone approach ensured that the Neel-Schaffer/True North team effectively managed and monitored the contractor during the removal and hauling of eligible vegetative debris. Since most of the storm eligible debris was vegetative in nature, construction and demolition debris was removed and hauled directly to the local landfill utilizing force account labor and equipment. Following vegetative debris reduction by the Contractor via tub grinders, all mulched debris was loaded and hauled to the local landfill while being properly monitored and documented at the loading and unloading points.

During the course of the storm debris clean-up, approximately 2,700 hazardous hangers, 58 hazardous trees, 40 hazardous stumps, and over 135,000 cubic yards of eligible ROW vegetative debris was removed, reduced, and disposed of properly. The Neel-Schaffer/True North team monitored and documented the debris stream from its origination, the ROW, to final disposal, this ensured maximum FEMA reimbursement to the City of Chattanooga.





# KENTUCKY TRANSPORTATION CABINET AND ADDITIONAL JURISDICTIONS

### SEVERE WINTER STORM AND FLOODING - 2009

In January, 2009, the State of Kentucky was smothered by a sheet of ice almost two inches thick. The storm-toppled trees, downed utility lines, and left hundreds of thousands without power or phone service for weeks after the storm. FEMA estimated the damage to exceed \$185 million. A cumulative total of 1.15 million cubic yards of debris were monitored during simultaneous projects.

**Kentucky Transportation Cabinet** - The Kentucky Transportation Cabinet (KYTC) hired True North/Neel-Schaffer Emergency Management to assist in the completion of Project Worksheets under the FEMA Public Assistance Program and to provide debris removal monitoring. Our agreement with KYTC was extended for 5 years, until 2015. We were mobilized following numerous disasters during this period for PA Consulting, funding assistance, and debris removal monitoring. We provided services following tornadoes, flooding, and a severe winter storm.

True North was also asked by KYTC to provide PA Consulting and appeals assistance on a severe winter storm disaster that occurred prior to our contract with KYTC. We assisted in the recovery of over \$35 million in funds that FEMA indicated were to be de-obligated. True North examined evidence related to the de-obligation of funds and assisted KYTC in successfully challenging the de-obligation based on FEMA policy and standard operating procedures. Our work efforts included collection and analysis of all supporting data, including previously-completed initial Project Worksheets, to ensure maximum reimbursement of Category A (debris) costs. Additionally, True North found over \$20 million in eligible costs that were not captured on previous Project Worksheets.

City of Paducah - True North / Neel-Shaffer was awarded an Agreement to Monitor Performance by the City of Paducah. We began by preparing Request for Proposal for Debris Removal (RFP) and assisting in the evaluation of the 17 contractor proposals received. True North / Neel-Shaffer monitored the removal of almost 10,000 cubic yards of vegetative debris daily, averaging 175,000 cubic yards total. Furthermore, we validated, addressed, documented hangers totaling over 8,000 trees, and removed approximately 18 City trees.

**McCracken County** - With more than 38,000 residents, McCracken County covers roughly 268 square miles and borders the Ohio and Tennessee Rivers. True North / Neel-Shaffer was awarded the County's Agreement to Monitor Performance contract. We began assisting the County and local officials with the development of the overall project scope. We were able to assess 3,733 potentially hazardous trees by the end of week four, and monitoring the removal of hangers from an average of 329 trees daily.

**City of Mayfield** - Mayfield, Kentucky is home to 10,349 residents. In working with the City's Mayor, True North / Neel-Shaffer was able to assist in the development of a plan for the City's debris removal project, along with the preparation of the RFP. True North / Neel-Shaffer was awarded the Agreement to Monitor Performance. In a two week period, a total of over 30,000 cubic yards has been hauled way.

**Graves County** - Graves County received the worst damage in the entire state of Kentucky due to its rural acreage. True North / Neel-Shaffer was awarded the Agreement to Monitor Performance contract and began its fourth project in the state of Kentucky. This project was significant because of its size and scope. There was over six hundred miles of road that sustained tree damage from the storm. Each circumstance was addressed, documented, and removed. Within the first week, True North / Neel-Shaffer cleared a total of 16,037 cubic yards of debris.





# CITY OF LA PORTE, TEXAS

#### **HURRICANE IKE - 2008**

Neel-Schaffer was selected for a pre-position monitoring contract by the City of La Porte, TX, several months prior to Hurricane Ike in 2008. This allowed our team to be in place prior to landfall and to begin management and monitoring activities immediately after the storm. We provided assistance in mobilizing the debris removal contractor, certifying haul vehicles, and working with FEMA and TDEM (formerly GDEM) in developing Project Worksheets. Neel-Schaffer monitored the removal of vegetative debris, C&D debris, hazardous hanging limbs, and leaning trees.

Neel-Schaffer monitored the entire debris removal process, including origination of load tickets, completion of load tickets at the DMS, hauling/disposal of reduced debris, and data management for the entire project. We also managed the debris removal process for the neighboring communities of Shoreacres, Morgan's Point, and Taylor Lake Village. This included debris removal, tree work, and management of white goods. The four projects involved removal of more than 400,000 cubic yards of debris and work on more than 3,000 trees.

# TEXAS GENERAL LAND OFFICE

## HURRICANE IKE - BEACH SAND CLEANING AND MARINE DEBRIS REMOVAL - 2008

After successfully monitoring the removal of Hurricane Ike debris from municipalities along Galveston Bay, Neel-Schaffer was hired by the Texas General Land Office (Texas GLO) to monitor debris removal from state property. Neel-Schaffer monitored the cleaning of beaches affected by Hurricane Ike as well as the removal of marine debris from Galveston Bay, the Gulf of Mexico, and other waters along the upper Texas Coast. Neel-Schaffer monitored more than \$10 million of debris removal and beach cleaning by two contractors.

**Beach Cleaning:** The first stage of this project consisted of removal of storm debris and cleaning of sand on more than **50 miles of beach** on Galveston Island, Bolivar Peninsula, and the beaches of Brazoria County. Three primary methods were put into action to clean the affected beaches: The first included loading large debris items onto trucks. The second consisted of "raking" the sand using front end loaders with teeth to remove buried debris. Finally, the sand was loaded and hauled to a large screen, roughly the size of an 18 wheeler. The sand was then sifted to remove small debris, loaded onto trucks, replaced on the beach, and graded. Neel-Schaffer monitored, quantified, documented and graded more than **40,000 loads of sand**, completing this cycle more than 250 times a day.

Additionally, Neel-Schaffer, the Texas GLO, and HNTB, the Program Manager, determined the most cost-effective methods for cleaning sections of the beaches. Additionally, Neel-Schaffer developed and implemented modifications to the standard five-part load ticketing system specifically for the Texas GLO beach cleaning project. A total of **1.2 million cubic yards** of sand was removed to a **12**-inch depth, screened, replaced, and graded.

Marine Debris: As the beach cleaning process neared completion, the process of removing marine debris began. The primary focus of this project consists of removing large submerged and semi-submerged debris (i.e. vessels, white goods, etc.) that posed a hazard to boats entering the waterways.

Several thousand targets were identified over **350,000** acres of water in five major bays and the Gulf of Mexico. These target items were identified by side scan sonar and were reviewed by the state for historical significance. Neel-Schaffer placed monitors on boats to document the removal of approved items by description, photographs, and GPS coordinates during the removal/loading operation. Monitors issued load tickets and photographed vessels, cars, and debris at the marine extraction point, as material was transferred from boats to land based vehicles.





Efforts were made to reconcile vessels with owners prior to disposal. Neel-Schaffer completed load tickets with volumes and photographed debris loads at the Debris Management Sites (DMS) and for vessels received at the Vessel Management Sites (VMS).

# LAFAYETTE CONSOLIDATED GOVERNMENT, LOUISIANA

### **HURRICANE GUSTAV - 2008**

Hurricane Gustav entered the Gulf of Mexico and began to impact Texas, Louisiana and Mississippi with torrential rain and wind storms on August 30, 2008.

Neel-Schaffer had been selected as Primary contractor by the Lafayette Consolidated Government (LCG) to provide Debris Monitoring in September 2006. This pre-position contract allowed for the LCG officials to take a pro-active approach for preparing their staff, Čity, and citizens for future disasters. Neel-Schaffer met with LCG officials following the award of the contract to discuss pre-planning operation procedures. This effort paid off when Hurricane Gustav (DR-1786) made landfall in the state of Louisiana on September 1, 2008.

Our debris response team was deployed to Lafayette prior to landfall in an effort to expedite debris recovery services. The storm passed through the Lafayette area on September 2, 2008 and work quickly began for initiating the 70-hour push contract to clear primary roads which concluded on September 5, 2008. This initiative allowed for City and emergency crews to begin a preliminary damage assessment of the city and report this vital information to the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) in order to substantiate the need for a presidential major disaster declaration.

The next phase of the recovery process began September 6, 2008 for Neel-Schaffer to monitor the debris removal process performed by DRC Emergency Services, LLC throughout the City of Lafayette. In three months, Neel-Schaffer monitored the removal of more than **276,000 cubic yards** (cy) of vegetative debris and trimmed **15,235 trees** that were damaged from the storm. The City elected to recycle the vegetative debris into 72,000 cy of mulch that will be used for various landscaping projects throughout the City.

Neel-Schaffer also provided the LCG with a **Debris Management Plan** that was approved by FEMA and as a result provided the City with an additional 5% of federal funding. This effort saved the City an estimated \$250,000.





# TRUE NORTH

# SELECTED PROJECT PROFILES

True North is committed to providing the highest level of services to ensure the satisfaction of Polk County. We have the qualifications and experience to successfully monitor debris removal. Our key goals are safety, local hiring, management of contractor and full reimbursement of eligible project costs. We will provide collection monitors to observe and ticket all debris loading operations, as well as tower monitors to observe and document all debris site activities. We will enter all load ticket and debris site data into an electronic database daily. This database will include multiple backups and will track key project data. True North's data system has numerous cross checks to flag any suspicious data such as unusual cycle times, capacities, loading locations or types of debris. Early detection of problems by experienced data personnel is a key to avoiding larger problems later in the project. The data system will generate reports for the County and will support invoice reconciliation and validation of debris hauler invoices.

We will provide project management and supervision of all activities. True North's monitors will prepare incident reports to document any contractor damage to public or private property. True North may also provide planning, training, permitting and damage assessment services as requested. We have extensive experience in all of these areas, both pre- and post-disaster.



Our monitoring staff is an extension of your staff, reacting and responding to your requests. Our monitors are typically locally hired employees who are displaced or out of work as a result of the declared disaster and are trained and supervised by our experienced permanent staff. Because we employ former public employees such as former USACE Debris Experts, Public Works Directors, Emergency Management Coordinators, and retired military personnel, we understand the stress a disaster has on your employees. Thus, we are able to assist in the staffing and operations of all aspects a disaster may cause.

# FIELD STAFFING PLANS

True North will coordinate work schedules with contractors 24 hours in advance and provide work schedules to the County's Authorized Representative. Accurate scheduling is critical to ensure adequate monitoring is provided to document debris removal without the unneeded cost of excess monitors. Realistic schedules are also necessary to allow the County to track and oversee the project effectively. Monitors and contractors will be expected to follow these schedules to ensure efficient, and effective project performance.

True North will provide all positions required for a complete debris monitoring and documentation project. Final staffing level determination will be made by the County. Debris Monitors will be primarily locally hired and will be a minimum of 18 years of age, with a valid driver's license issued in the U.S., pass a drug screening and the required criminal background check requirements. All True North documents shall be in compliance with FEMA requirements and guidelines.

The True North team has extensive experience in hiring and training hundreds of debris monitors following disasters across the country. We intend to hire and train the majority of our debris monitors locally. This will reduce costs to the





project, and help to support the local economy. We will provide experienced management and supervisory staff to provide oversight of the monitors. We are committed to deliver the highest level of service to Polk County.

All debris monitors and County staff, as requested, will attend a training program designed by our debris management specialists. The True North training program ensures that all staff are knowledgeable on FEMA protocol, requirements, and where possible or required by FEMA or rules or regulations, and will involve personnel from either or both of these agencies. All True North employees will be adequately trained prior to performing any work on the project. Our experienced disaster response team provides training in a classroom setting followed by field training that is designed to verify experience and knowledge of work assignments. All disposal site monitors, collection monitors, and project coordinators are required to attend a training program that includes identification of eligible debris, proper documentation, communication protocols, and safety requirements. All field personnel are required to have good communication skills to work effectively with other project personnel and for efficient interactions with the public.

In order to control costs and save public money, True North is diligent in minimizing hours spent on monitoring activities. We will consult with the County on staffing and work planning, with the County having final say on staffing levels. We welcome the County's representatives to visit and review the efficiency and effectiveness of our monitoring program.

## FIELD STAFFING PLANS

Having extensive major hurricane debris monitoring experience, True North will mobilize to the disaster site within 24 hours after notification from the County with future disasters. With four offices in Texas, we are able to deploy quickly with trained, experienced managers and personnel. Our response will be immediate, rapid and efficient, with a focus on accountability, transparency, cost control and ensuring maximum reimbursement for all eligible disaster recovery costs.

We intend to hire and train the majority of our monitors locally. Some of the benefits of hiring our monitoring staff locally are:

An investment in the community — Hiring locally allows for a portion of the debris management costs incurred by the County to be reinvested in the community through employment opportunities.

**Local Knowledge** — No one knows a community better than the people who are part of it and hiring locally also fosters community involvement.

**Resources** — Hiring locally reduces the stress on resources that are typically in demand after a disaster event, such as rental cars and hotels.

True North will meet the immediate needs of Polk County with a combination of experienced employees from nearby permanent offices, hurricane debris management experts from across the South, and locally hired and trained personnel.

The size of our firm (about 500 full-time employees) allows us the ability to draw resources from many offices to meet the immediate needs of the community. These employees are returned to their home offices as soon as local employees can be hired to fill the majority of the hourly monitoring positions. Using local monitors is key to the success of our debris removal program, and consistent with the goals of the Stafford Act to help the local economy recover.

Our team mobilized more than 450 temporary employees following the 2014 winter storms in South Carolina. We mobilized 250 temporary employees to meet the needs from Hurricane Sandy in 2012 and 2013 in the Northeast. Neel-Schaffer/ True North also mobilized hundreds of monitors following Hurricane Katrina (MS) in 2005/2006 and Hurricane Ike (TX) in 2008/2009. We provided monitoring of thousands of workers during cleanup of the BP Gulf of Mexico oil spill in 2010 and 2011. These are just a few of the projects for which we have provided monitoring services over the past 10 years. We had more than enough supervisory staff to oversee the debris monitoring services.





Our ability to mobilize, train and supervise hundreds of people in an organized and timely manner is key to our past success at debris removal monitoring and the corresponding recovery of the community.

True North's success in managing disaster debris removal, in particular following hurricanes Matthew, Sandy, Isaac, Irene, Ike, Rita, and Katrina, is a testament to our ability to work effectively in complex situations. We have highly trained professionals who can complete the job in a cost-effective manner. Our company values are based on quick response, local hiring, client service, ethical practices, full eligible reimbursement, and sensitivity to the environment. Our staff places the utmost importance on accounting procedures and implementing accurate and comprehensive reporting. The

Our company values are based on quick response, local hiring, client service, ethical practices, full eligible reimbursement, and sensitivity to the environment.

True North team's objective is to achieve full reimbursement for all eligible disaster recovery costs from appropriate federal and state agencies.

We will work closely with the County to develop disaster response plans including communication systems to ensure continuity

of communications with the County during and following a disaster. We will mobilize two to five key personnel in advance of predictable disasters, such as hurricanes, to assist in preparation and to be ready for immediate post disaster response.

## DEBRIS VEHICLE CERTIFICATION

Certification, documentation, and validation of truck measurements is required by FEMA. Our staff will provide the measurements of the truck and trailer beds and review the compliance with requirements such as limitations of extensions above metal rails. The truck measurements will be recorded and entered into a spreadsheet for validation. Whenever load tickets and truck numbers are entered throughout the project, the database will verify that the truck bed capacity matches the truck number and certified volume. For additional documentation, each measured truck will be photographed. Truck Database access of all certified vehicles will be available at each DMS and final disposal sites to verify vehicles and equipment and for quality control purposes.

To haul and dispose of disaster debris a Debris Contractor vehicle must be certified and have a corresponding truck placard affixed to the side of the vehicle (i.e., that portion that will carry debris), and tandem vehicles will receive a certification and placard for each unit that carries debris.

A Truck Certification Team (Cert Team) will certify Debris Contractor vehicles at designated sites.

#### The Cert Team will:

- Oversee truck certification site activities
- Measure Debris Contractor vehicles using a decimal measuring tape and calculate cubic yardage capacity.
- Photograph vehicle each debris hauling unit. Completé and issue Truck Certification Form with corresponding truck placard.
- Manifest a copy of all completed Truck Certification Forms to the DM and provide input into database files.
- Perform random quality control checks of Debris Contractor vehicle capacity to ensure correct displayed placard measurements.

True North Emergency Management has the capability to register and track both equipment and additional personnel to assist Polk County and ensure maximum eligible reimbursement.





## LOAD TICKET PROCESS DEVELOPMENT

Field monitors will initiate load tickets as debris is loaded from public property and ROW. Information will include address, project, type of debris, and truck number and capacity. Debris site/tower monitors complete each load ticket with a load rating. Monitors will keep a log that contains information such as debris loading site location, loading site monitor's name, supervisor's name, number of load tickets issued during the shift, a listing of load ticket numbers issued or voided, and any problems encountered or anticipated. Load tickets and logs will be available to the County. In addition to the tickets and logs, cumulative data and activity reports on completion progress and issues will be submitted to the County. These reports will include detail of the quantities and types of debris hauled. This information will be used by True North to reconcile pay requests from the contractor.

Since the load ticket process forms the basis of reimbursement, very close observation of debris loading operations is critical, including types of debris and loading site location. Field supervisors will be utilized along with control points to ensure thorough documentation and ticketing of debris loading operations.

# FÉMA/FHWA FUNDING SUPPORT

Our highly-qualified team of professionals with proven disaster experience are fully committed to ensuring Polk County maximize their eligible funding, mitigates against future losses and assist with the corresponding recovery. Some key advantages to selecting the True North Team include:

- We have a definitive understanding of this type of project;
- Our committed efforts to the improvement and innovation of our program management processes;
- We offer outstanding project leadership; and
- · We maintain an emphasis on communication.

Our experienced staff will represent the County with the implementation of preliminary damage assessments (PDAs) to document the impact and magnitude of disasters. The True North Team has extensive experience conducting preliminary damage assessments. We will collaborate with the County on the project formulation of FEMA projects, including developing scope of work, cost estimates, detailed damage descriptions (field team assessment of damages including damaged structures, contents, etc.) and required backup documentation for submittal of project worksheets

True North has the proven ability to deliver projects on-time, within budget and in compliance with the requirements of the funding source. We will work with the County to ensure all necessary steps are taken to ensure all eligible funding opportunities are maximized.

True North has helped public clients secure billions of dollars in disaster recovery reimbursements over the past 20 years. We have become very proficient in all phase of disaster recovery including damage assessment, Public Assistance consulting, grant management, debris monitoring, funding assistance, engineering, and inspection

True North Managers and FEMA Coordinators are knowledgeable of the guidance found in these FEMA and FHWA publications:

- PA Policy and Program Guide FP-104-009-2(PAPPG),
- Public Assistance Guide (FEMA 322),
- Applicant Handbook (FEMA 323),
- Public Assistance Debris Management Guide (FEMA 325),
- Public Assistance Debris Monitoring Guide (FEMA 327),





- Debris Estimating Field Guide (FEMA 329),
- FEMA PA Program guidelines,
- FEMA Recovery Fact Sheet RP9580.201,
- FHWA Emergency Relief Manual.

## PROJECT MANAGEMENT MEETINGS

Effective communication is vital to the success of all recovery projects. To ensure that all personnel involved in monitoring the debris removal operation are kept up to date, the following meetings and communications are conducted:

- Daily Communication and Safety Meetings: Prior to the start of operations each morning, all monitors are required
  to sign-in at a predetermined location. Meetings are held in each zone and are headed up by the Field Supervisors. At
  these meetings, ongoing training is conducted, changes in FEMA guidance are reviewed, safety issues are addressed,
  and any pertinent information is exchanged. The Field Operations Manager will generally attend daily meetings.
- **Periodic Client Meetings:** We recommend meeting with the County on a regular basis, to exchange relevant project information and progress. True North will provide detailed Daily Operations Reports to the Debris Manager. Typically, regular client meetings will be held daily, or multiple times, as desired by the County. Our periodic meetings offer another opportunity to meet with staff on operational matters.
- Coordination Meetings with Contractors: True North will initiate meetings with the debris removal contractor to help expedite the work and to discuss any issues that may arise during the week. The County personnel will be made aware of the time and place of these meetings and invited to join. It is important that the monitor and contractor are coordinating with each other to ensure a successful project. In conjunction with these meetings, our staff will coordinate with the County personnel as needed on any issues that may arise in the field.

# PAYMENT MONITORING AND RECONCILIATION PROCESS

We reconcile quantities with the contractor on a regular basis to ensure load ticketed quantities match as the project progresses. This avoids stress at the end of pay cycles in the event of different interpretations by the parties. True North reconciles data ticket-by-ticket and performs all tasks in compliance with FEMA standards. We review all contractor invoices for accuracy and consistency with load tickets, tower logs, and project spreadsheet quantities. Accurate, complete invoices/pay requests with correct quantities are forwarded to our clients on a timely basis, with a recommendation for payment. Our team's monitoring, documentation, and review processes provide the quality control and backup needed for maximum eligible reimbursement by FEMA. We will keep you informed of the effect of recommended payments on the project/overall budgets, project worksheets, and purchase orders. This will assist in planning for purchase order adjustments and the need for additional versions of project worksheets.

## QA/QC PROGRAM

The most effective way to control costs on a project is to 1) provide an experienced and seasoned team of professionals for the project, 2) have a thorough QA/QC program that emphasizes getting it right the first time and 3) establish Project Work Plan / Budget at the inception of the project and monthly monitoring.

The second most effective way to control costs is by implementing a thorough QA/QC program. Quality assurance does not just occur prior to submission but throughout the project life cycle. Our multiphase process reduces or eliminates the amount of rework needed due to common errors such as calculations, misspellings etc. in the submissions of work products.





The True North team will implement a QA/QC Program to minimize errors on all project documents. The True North team will provide Field Supervisors to observe the activities of our monitors and provide Quality Assurance/Quality Control reviews on the entire project. Adequate project control and full FEMA reimbursement can only be assured if our policy and procedures are accurately implemented in the field.

If an issue is discovered, True North will take immediate steps to not only rectify the problem, but to also put steps in place to prevent the issue from reoccurring.

Every debris project is carefully managed from the FEMA kick-off meeting through project closeout. We will communicate thoroughly with key stakeholders and agencies of the project including, Polk County, FEMA, FHWA, regulatory agencies, contractors, supervisors and employees. Frequent and effective communication is important to ensure we understand and achieve the goals of the County. A clear understanding of the Stafford Act, disaster specific guidance and local FEMA staff are critical in project control and management to ensure full reimbursement.

Accurate and complete record keeping, documentation and data management are as important as the physical work in meeting the goals of the County and receiving full FEMA reimbursement. The True North team follows the basic five-part FEMA load ticket process in monitoring ROW debris. Eligibility of debris and complete, accurate documentation lead to full reimbursement. These basic functions must be performed correctly in the field. We place great emphasis on training and supervising monitors in the basic monitoring functions to ensure they are performed consistently, and correctly.

## SAFETY

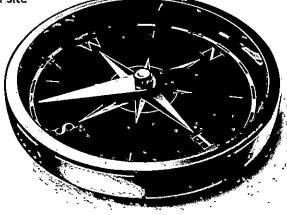
Safety and training are key components that we stress to our employees. Safety is of the utmost importance to protect our monitors and personnel involved in the project. We will conduct regular safety meetings to inform and remind employees of the importance of project safety. Each safety meeting will generally summarize overall monitor safety, then provide detailed discussion of particular elements of project safety, such as safe driving, roadside traffic safety and safety around heavy equipment. Additionally, we have dress code and safety gear requirements for our employees.

All monitors will have access to safety equipment that is compliant with federal, state, and local requirements. That includes eye protection, hearing protection, reflective safety vests, hard hats, and wet and cold weather clothing. All debris monitors will wear safety shoes and DOT Class II reflective safety vests.

Safety is always our first consideration on any job. Our safety procedures are followed in accordance with our True North/ Neel-Schaffer Safety Program along with a project specific safety plan. The nucleus of our safety plan is the Job Hazard Analysis (JHA) identifying specific job-site hazards. Along with the JHA, we conduct an initial safety meeting followed by a daily tail-gate meeting and a weekly inspection. Our plan provides specific guidance

to employees working alone. We also follow the safety guidance of on-site

contractors.







# TRUE NORTH PROJECT APPROACH

True North will respond to Polk County's authorized representative with trained, experienced managers and personnel. The team will be a combination of local monitors, experienced employees from our permanent offices, and debris management experts. We will establish a Command Center in the disaster affected areas and will implement our comprehensive debris management training program to ensure all monitors are thoroughly trained and supervised. True North will meet all requirements of Polk County on this project.

True North will respond within 24 hours of notification to proceed. We will have staff in place to begin the truck certification and monitoring process within 48 hours. This includes Site Monitors and Field Debris Monitors prepared to begin field work within hours. If needed, we will mobilize additional experienced personnel to begin monitoring operations as we hire and train local employees as monitors.

We will provide an experienced management, supervisory, and data team. True North will hire, train, and supervise local employees as monitors to support the local economy and minimize travel costs. Depending on the timing of startup, we will be able to provide full-time company employees from other offices around the Southeast as monitors for start-up of operations. These employees would return to their normal jobs as local monitors are hired and trained. True North understands the monitoring needs of Polk County following a major disaster. We are prepared to mobilize and respond immediately.

DMS/tower monitors are the most critical monitoring positions on a disaster debris project because of the judgment required in rating loads and the number of load tickets finalized at DMS/disposal sites. True North provides a higher level of training to fully prepare Tower Monitors for these challenges.

True North has a state-of-the-art data management system that will be utilized on this project. The system provides for automated generation of standard and custom reports, as well as automatic checks on data. The True North data system also provides electronic load ticketing that is fully compliant with the USACE ADMS requirements and is not dependent on cell towers for communication.

True North has very broad debris experience, including the monitoring of marine debris, waterway debris, beach debris, and nature facilities. True North monitored the debris removal from all affected state-owned waters in Texas following Hurricane Ike. This included monitoring debris removal from numerous waterways and marinas as well as debris removal from over 350,000 acres of water. Our monitoring experience includes private property/ROE work, waterways clean-up and reimbursement, sand recovery and beach remediation, 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. True North monitored the sand removal and beach cleaning in Dauphin Island, AL, following Hurricane Isaac in 2012, and monitored tornado debris removal for the cities of Hoover and Leeds, AL, and simultaneously Bradley County and Chattanooga in Tennessee.

We will work closely with the County to develop a specific communication systems to ensure continuity of communications. We will establish a local command center to provide for communications, computer equipment, data management, meetings, etc. True North will utilize our extensive experience to manage the contractor to meet the goals of Polk County.

True North has a strong track record of full FEMA reimbursement of eligible debris removal. True North has capacity with a history of providing hundreds of monitors following major disasters, including Hurricanes Katrina, Ike, Sandy, Matthew, Harvey and Irma as well as the outbreak of tornadoes across the South and Midwest in 2011 and 2012.





Monitors will be available seven days per week, 12 to 14 hours per day, as needed. True North will arrive able to sustain itself and its employees, including meals, lodging, materials, and supplies. We will primarily utilize locally hired, trained, and supervised monitors for this contract. True North employees will have all needed tools, supplies, and equipment, including digital cameras, laptop computers, field communication equipment, and GPS units.

## MOBILIZATION

Having extensive major hurricane debris monitoring experience, True North will mobilize to the disaster site immediately after notification from the County. We will deploy quickly with trained, experienced managers and personnel. Our response will be immediate, rapid and efficient, with a focus on accountability, transparency, cost control and ensuring maximum reimbursement for all eligible disaster recovery costs.

Our team mobilized more than 450 temporary employees following the 2014 winter storms in South Carolina. We mobilized 250 temporary employees to meet the needs from Hurricane Sandy in 2012 and 2013 in the Northeast. Neel-Schaffer/True North also mobilized hundreds of monitors following Hurricane Katrina (MS) in 2005/2006 and Hurricane Ike (TX) in 2008/2009. We provided monitoring of thousands of workers during cleanup of the BP Gulf of Mexico oil spill in 2010 and 2011. We had more than enough supervisory staff to oversee the debris monitoring services. Our ability to mobilize, train and supervise hundreds of people in an organized and timely manner is key to our past success at debris removal monitoring.

Depending on the severity of any future disaster, some of the key tasks we will accomplish in helping Polk County with recovery include:

- Debris Management and Emergency Response Planning: 30 days after selection,
- Pre-Disaster Response: 2-5 experienced personnel 2 to 10 days prior to disaster,
- Damage Assessments: additional 10 experienced personnel within 24 hours,
- Mobilizing Debris Contractors: up to 3 supervisory personnel within 24 hours,
- DMS Preparation Assistance: 2 experienced personnel within 24 hours,
- Loading/Hauling Vehicle Certifications: within 24 hours,
- Debris Monitors: over 100 monitors within 3 days as needed,
- FEMA Meetings: 2 supervisory personnel available prior to disaster,
- Monitoring Operations: trained personnel, up to hundreds after major hurricane,
- Project Closeout: within 30 days following completion of debris removal operations.

An expanded sample project plan and timeline is provided at the end of this section.





# TRUE NORTH ADDITIONAL SERVICES

# PUBLIC ASSISTANCE (PA) CONSULTING

True North has helped public clients secure billions of dollars in disaster recovery reimbursements over the past 20 years. We have become very proficient in all phase of disaster recovery including damage assessment, Public Assistance consulting, grant management, debris monitoring, funding assistance, engineering, and inspection.

Our highly experienced PA staff will help to maximize eligible projects and FEMA reimbursement. We have experience in all categories of FEMA reimbursement, as well as hazard mitigation funding programs.

#### Our experience includes:

- · Category A, Debris Removal
- Category B, Emergency Protective Service
- Grant funding for Permanent restoration of damaged facilities, including cost-effective hazard mitigation to protect the facilities from future damage (Permanent Work):
- Category C, Roads and Bridges
- Category D, Water Control Facilities
- Category E, Buildings and Equipment
- Category F, Utilities
- Category G, Parks Recreation and other Facilities
- Assist Applicant in Identifying Damage
- True North professionals also have Quality Assurance experience on FEMA projects.

## True North will provide the following service as requested by the County:

- Damage Assessment
- Assistance in attaining expedited Funding
- Identification of eligible emergency and permanent work (Category A-G)
- Direct Administrative Cost Tracking Assistance
- Project Cost Estimation Documentation
- Insurance evaluation consultations
- Project formulation, scope development and review
- FEMA Environmental and Historic Preservation (EHP) Review assistance
- FEMA, FHWA and Natural Resources Conservation Services (NRCS) reimbursement support
- Staff augmentation with experienced Public Assistance Experts and Subject Matter Experts (SME)
- Interim inspections, final inspections
- Appeal services and negotiations
- Reconstruction and long-term infrastructure planning





- Final review of all emergency and permanent work performed
- Identifying 406 Hazard Mitigation opportunities
- Hazard Mitigation Recommendations, Development, and Support
- Audit Assistance

We will help identify smaller projects types that are often overlooked, such as street sweeping and debris removal from storm drain systems. True North will also assist in evaluating project options. For example, we have assisted the County of Rowlett with structural evaluation of an elevated water storage tank that was damaged in the December 2015 tornado. Our evaluation lead to demolition of the water tank and development of an FEMA alternate project to construct a 16" water transmission in lieu of replacing the demolished tank. Since a newer larger elevated tank had been build nearby, a hydraulic study was conducted that demonstrated that the transmission line connecting the east and west sides of the city would benefit the water system more than replacing the tank at a similar cost.

True North provided PA Consulting services to the Kentucky Transportation Cabinet (KYTC) following a severe ice storm in 2009. We assisted in developing documentation leading to reimbursement of \$35 million that FEMA had indicated would be de-obligated. True North also identified more than \$20 million in addition FEMA funding that had not been identified in the initial project development process prior to our involvement.

True North is most recently provided PA Consulting services for the Seminole Tribe of Florida to support reimbursement of damage resulting from Hurricane Irma. They experienced damage at four different reservations in Florida. True North has recently completed working for the State of California (CalRecycle) following the 2015 Butte and Valley Wildfires to maximize FEMA reimbursement of more than \$230 million in costs.

The True North team also has extensive experience in assisting with Federal Highway Administration (FHWA) Emergency Relief (ER) projects. Roadway and bridge disaster repair and replacement projects are generally reimbursed by FHWA rather than FEMA on roads classified as major collector and above, regardless of the entity (city, county, DOT) that maintains the road. True North provided funding and reimbursement assistance to the Texas Department of Transportation (TxDOT) following the May 2015 catastrophic flooding. We provided support for reimbursement under both the FHWA ER Program and the FEMA PA Program. We assisted 4 TxDOT Districts (Austin, Dallas, Houston, and Tyler) with financial recovery assistance.

## COVID-19 PROJECT DEVELOPMENT

Under the COVID-19 Emergency Declaration FEMA may provide assistance for emergency protective measures including, but not limited to, the following (While some activities listed may be eligible for funding through HHS/CDC, final reimbursement determinations will be coordinated by HHS and FEMA. FEMA will not duplicate any assistance provided by HHS/CDC):

- Management, control and reduction of immediate threats to public health and safety:
  - Emergency Operation Center costs
  - Training specific to the declared event
  - Disinfection of eligible public facilities
  - Technical assistance to state, tribal, territorial or local governments on emergency management and control of immediate threats to public health and safety
- Emergency medical care:
  - Non-deferrable medical treatment of infected persons in a shelter or temporary medical facility
  - Related medical facility services and supplies





- Temporary medical facilities and/or enhanced medical/hospital capacity (for treatment when existing facilities are reasonably forecasted to become overloaded in the near term and cannot accommodate the patient load or to quarantine potentially infected persons)
- Use of specialized medical equipment
- Medical waste disposal
- Emergency medical transport
- Medical sheltering (e.g. when existing facilities are reasonably forecasted to become overloaded in the near future and cannot accommodate needs):
  - All sheltering must be conducted in accordance with standards and/or guidance approved by HHS/CDC and must be implemented in a manner that incorporates social distancing measures.
  - Non-congregate medical sheltering is subject to prior approval by FEMA and is limited to that which is reasonable
    and necessary to address the public health needs of the event, is pursuant to the direction of appropriate public
    health officials and does not extend beyond the duration of the Public Health Emergency
- · Household pet sheltering and containment actions related to household pets in accordance with CDC guidelines
- Purchase and distribution of food, water, ice, medicine, and other consumable supplies, to include personal protective
  equipment and hazardous material suits Movement of supplies and persons
- · Security and law enforcement
- Communications of general health and safety information to the public
- Search and rescue to locate and recover members of the population requiring assistance

## PLANNING AND TRAINING

True The True North Team, in conjunction with Polk County, will identify and create the appropriate planning and training needed to strengthen the County's response to a disaster. Our experienced staff of recognized leaders, having performed hundreds of planning, training, and exercise projects, will assist the County with its planning and training needs to ensure an optimal level of disaster preparedness.

The True North will provide Emergency Management Planning Services if requested by the County, such as:

- Disaster Debris Management Plan (DDMP);
- Continuity of Operations Planning (COOP);
- Pandemic Illness Planning and Response;
- Comprehensive Emergency Management Plan; and
- Hazard Mitigation Plan.

Our Team is extremely experienced in providing planning and training services which include:

- Overall program assessment, including review of plans, policies, procedures, sites, systems, and other services
- Development of a comprehensive debris management and operations plan including plan development, plan review,
   plan revisions, and staff training
- Procurement assistance for debris removal contractors and other services as needed
- Selection and permitting of DMS locations and any other permitting/regulatory issues as needed.
- Conducting training sessions for all SBDD personnel and providing assistance in all facets of disaster response and recovery operations planning efforts





- Other training and assistance and other debris management/consulting services identified that might be required by the SBDD
- Training will also include key financial tracking and time keeping guidelines that have saved our clients thousands of dollars

### **TRAINING**

The True North Team has extensive experience with providing training to government personnel on emerging regulations, guidance, and best practices on the federal, state, and local levels. We have provided training on EOC functions, on how to use plans like EOPs and COOPs, and in other areas. Our personnel will be trained in debris management, reimbursement process, and recovery programs to include development of public notices on recovery programs available. True North and Metric offer presentations which includes training for: Debris Monitoring, Public Assistance, Emergency Relief, and more. Regardless of the topic, the Team's approach to training is based around five phases.

- Phase 1: Identification of Objectives and Program Standards. Training program development begins by identifying the
  roles and responsibilities of each individual accountable for implementing plans during an emergency event and the
  elements required to fulfill those responsibilities.
- Phase 2: Development of the Curriculum. This phase requires the development of training programs to meet the needs
  of specific staffing positions, optimizing the training content and delivery methods to achieve the desired objectives.
- Phase 3: Content Development. After the curriculum and objectives are thoroughly defined, our Team will research
  existing federal, state, and local training modules to determine if they meet the training objectives. If so, we will
  coordinate with the County to ensure we leverage present offerings and minimize costs. For other training objectives,
  we will coordinate with the County to determine the most appropriate methods for training.
- Phase 4: Training Program Presentation. The Team has a large cadre of experienced and certified instructors and subject-matter experts prepared to present effective programs in emergency management preparedness, response, and recovery disciplines. Our Team will conduct the training the stakeholder organizations, drawing from proven methods and best practices.
- Phase 5: Training Program Review and Management. The Team will conduct follow-up reviews with training participants
  following each training session to identify areas for improvement in the training programs.







# TRUE NORTH PROJECT SCHEDULE

## Breakdown Upon Issuance of Activation for Disaster

Upon activation, True North will make contact with the Project Point(s) of Contact to determine any known magnitudes of debris caused by the event, impacted District(s) and counties, and identify any known special issues that have arisen as a result of the disaster. This will allow us to immediately initiate the development of a Project Action Plan as well as initiate a Quality Assurance/ Quality Control program to ensure contract compliance and maintenance of performance goals and standards. We will coordinate with local, state, and federal staff, as available, to conduct an initial assessment of the damage and debris caused by the disaster, develop an estimate of the size of the debris project, and outline what resources will be required to effectively manage the debris removal operations. This task can be typically completed within 24-48 hours of activation.

### Immediately upon receipt of Notice to Proceed (Within 24 hours)

- Contractor Staff would report to the County's EOC.
- Project Initiation & Damage Assessment.
- Develop a Project Action Plan.
- Coordinate with local, state, and federal agencies, when available, to conduct an initial assessment of the damage and debris generated by the disaster, develop an initial quantity estimate of the debris, and determine what resources will be required to effectively manage the debris removal and disposal operations.
- Provide Operations Managers/Field Supervisors, Data Managers, and an initial set of debris monitors to handle the initial 70-Hour debris clearance work.

### Debris Emergency Clearance Coordination & Monitoring (First 70 hours of debris clearance work)

- Work with project POC to confirm and prioritize roads, critical facilities, and areas for initial debris clearance.
- Document the Time and Materials Contract Work (Labor and/or Equipment).
- Track any other contracted services that could be reimbursed under the FEMA PA grant program.
- Collect data from the field, analyze the data, scan the data, and enter it into the appropriate project database.

#### 24 – 48 hours following receipt of Notice to Proceed

- Begin truck/trailer/equipment certifications.
- Debris Management Site Establishment & Staffing.
- Setup ADMS database; enter certifications; enter DMS information.
- Initiate the process to recruit, screen, and train additional locally-hired monitoring/clerical staff, as needed.
- Initiate Health and Safety Awareness and Compliance program.

#### 48 – 96 hours following receipt of Notice to Proceed

- Begin Monitoring ROW Debris Removal Operations.
- Provide project reports at an agreed-upon interval, e.g. Daily at 7 AM.
- Work with project POC(s) to identify additional potential Debris Management Sites (DMS).
- Document conditions of identified sites and assist with securing required debris processing permits.
- Coordinate set up of DMS locations with collection/hauling contractors.

## Contractor Invoice Reconciliation - 3 - 5 days after receiving invoices

Review contractor invoices for comparison with governing contract T&M and Unit Prices.





- Review contractor invoices for accuracy against True North's independently maintained database.
- Provide client reports on any discrepancies and recommendation for payments to the contractor.

### Final Pass Completion - Last weeks of debris collection operations

- Assist project POC in developing and publishing public announcements regarding final pass schedules.
- Deploy Field Supervisors to confirm clearance of all public Rights of Way (ROW).
- Provide GIS data/maps of any remaining eligible debris that needs to be removed and disposed.
- Provide written confirmation of completion of debris removal operations.

### Haul Out of Mulch and Processed Debris - Last 2 - 3 weeks of project.

- Monitor and document the removal of all reduced debris from the DMS.
- Monitor and document the final disposition of all reduced and processed debris.

#### Closure of Debris Management Sites - After all debris is cleared from the site

- Confirm and document removal of all debris, towers, equipment, and materials.
- Document site restoration/remediation, work, costs, and completion.
- Confirm compliance with all local, state, and federal permitting requirements.

### FEMA Public Assistance Grant Claims Report - From beginning to end of project.

- Work with the client's staff, the State, and FEMA to ensure that all eligible costs for debris removal are appropriately
  documented and submitted for reimbursement.
- Advise client on the current FEMA Public Assistance Procedures and ensure that all operations, invoicing, and billing are consistent with the current program.

True North has the proven ability to deliver projects on-time, within budget and in compliance with the requirements of the funding source. We will work with the County to ensure all necessary steps are taken to ensure all eligible funding opportunities are maximized.





# TRUE NORTH STAFF QUALIFICATIONS

True North has the experience and capability to provide debris removal monitoring services to the County. Our staff is augmented with the expertise of 13 Subject Matter Experts, formerly with the USACE along with 3 former FEMA Debris Spec<sup>1</sup>alists. These experts have a cumulative experience of over 300 years. Currently, True North sets the standard for debris monitoring and management with our decades of experience, wealth of expertise, and long-term commitment to project success.

The successful completion of complex Emergency Management services requires a project team with the highest qualifications and proven experience with similar projects. True North is uniquely qualified and completely prepared to assist the County with debris removal monitoring and the corresponding recovery of the community.

Our experienced managers and supervisors understand the issues and unique challenges of the County, and will have an organized and focused approach to this project. We are confident True North is the best qualified firm to provide debris management and monitoring services for the County. We have the experience, ability and the depth of staff required for this contract. Our top priority is to ensure maximum eligible federal funding and we are prepared to assist the County to achieve this goal.

True North has very broad debris experience, including the monitoring of marine debris, waterway debris, beach debris, and nature facilities. True North monitored the debris removal from all affected state-owned waters in Texas following Hurricane Ike. This included monitoring debris removal from numerous waterways and marinas as well as debris removal from over 350,000 acres of water. Our monitoring experience includes private property/ROE work, waterways clean-up and reimbursement, sand recovery and beach remediation, 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. True North monitored the sand removal and beach cleaning in Dauphin Island, AL, following Hurricane Isaac in 2012, and monitored tornado debris removal for the cities of Hoover and Leeds, AL, and simultaneously Bradley County and Chattanooga in Tennessee.

We believe True North is the best qualified firm to provide debris management and monitoring for the County. Our primary focus will be providing the highest level of service to the County. Our extensive experience in managing contractors enables True North to manage debris removal contractors to best serve the County and its citizens. Our experience in debris monitoring efforts to date has shown that securing qualified personnel, providing timely responses, and maintaining proper documentation are the keys to the recovery from the devastation left by disasters. True North will provide qualified managers and supervisors, who will hire local residents to be debris collection monitors. Our debris collection monitors will be thoroughly trained on all aspects of debris eligibility, recognizing ROW, properly completing documentation, and safety.

True North Emergency Management has a proven, effective hiring and training program. Based upon years of experience, True North has developed several proven methods to staff a debris management and monitoring response within 24-72 hours for most of our past engagements. True North leaders have learned that monitoring applications increase exponentially hourly due to the "word of mouth" cause and effect coupled with our payroll dependability. True North has had many monitoring engagements in Florida over the past four years. Therefore, we have hired and trained several hundred debris monitors. Many of these monitors will be available and very interested to work on a moments notice. Our monitoring base is familiar with True North's proven ability of getting each monitor paid in a timely manner. We pay our team members well, on-time, and regularly. Having a reputation to pay people dependably, pay well and regularly, even under exigent circumstances, has resulted in a loyal monitoring base. Therefore, True North is confident that we can assist Polk County with debris monitoring on your largest disasters, if needed.



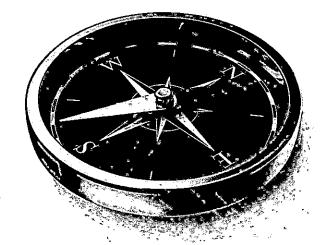


All permanent staff, Incident Management Team members, Principles, Program Managers, Project Managers, Operations Managers, Safety Managers, SME's are trained on FEMA Debris operations. Debris Subject Matter Experts were trained and certified by the USACE.

These training certifications include:

- ICS 100 and 200
- IS 700 and 800
- USACE Level 1 Debris Training
- USACE Level 2 Debris Training
- FEMA Debris Operations
- 40 Hour HAZWOPER
- 8 Hour HAZWOPER Supervisor
- TN Safety training yearly

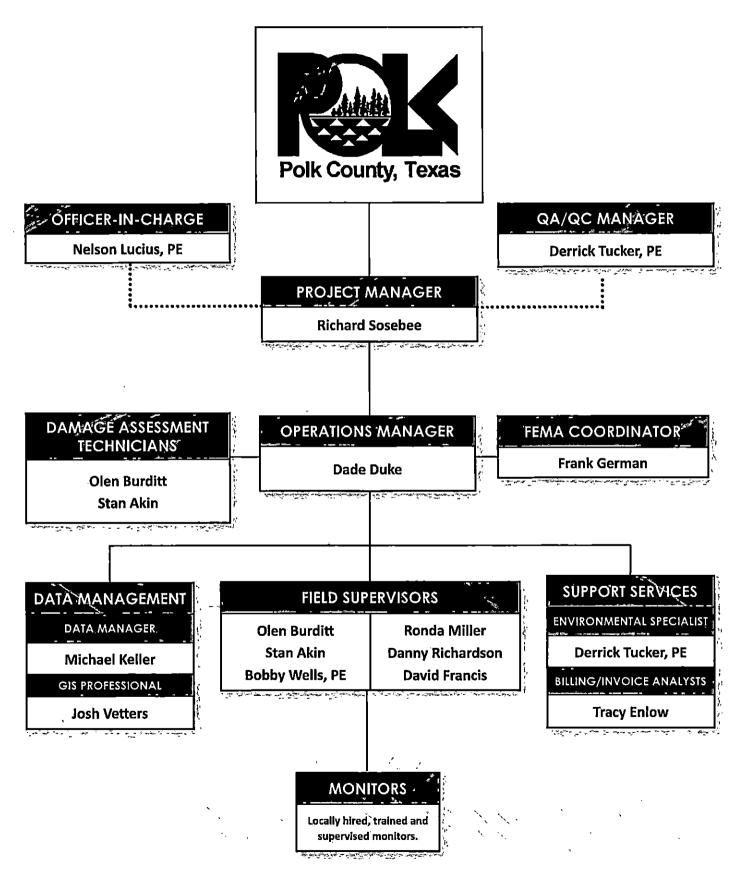
True North has a thorough training program both for new employees and to keep all disaster recovery personnel up to date with the latest FEMA policies and industry standards. We have frequent mandatory training on safety, operational, and regulatory issues. True North has more than 20 Supervisors and leaders with PA and debris management experience directly for FEMA and the U.S. Army Corps of Engineers (COE). Our accountability is measured in our high standard of performance and is constantly monitored to ensure we are up to date and well versed in the latest regulations, policies and information bulletins.







# ORGANIZATIONAL CHART







# K. NELSON LUCIUS, PE PROFESSIONAL ENGINEER

Mr. Lucius joined Neel-Schaffer in 1990 and has 32 years of experience in emergency management and civil engineering. He is a Senior Vice President of Neel-Schaffer and Manager of True North Emergency Management. Mr. Lucius has extensive experience in managing and monitoring debris removal related to all types of disasters, including hurricanes, tornadoes, wildfires, winter storms, floods, and man-made disasters. He completed several debris monitoring projects for public entities over the past 10 years that included over 1 million cubic yards of debris. Mr. Lucius has experience working with federal, state and local government emergency agencies and reimbursement programs. He also has experience with solid and hazardous waste management programs, policies and procedures. Mr. Lucius has participated in special disaster recovery program management services, including private property/right-of-entry work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, hauler invoice reconciliation and contracting, and FEMA appeals assistance.

Mr. Lucius also has project management and design experience on several debris site, roadway, utility and landfill projects, including planning, conceptual design, site development, final design and permitting. Mr. Lucius has been responsible for project management during the planning, design, bidding and construction phases of projects.

#### **EDUCATION**

Bachelor of Science, Civil Engineering, Mississippi State University, 1982

Master of Business Administration, Houston Baptist University, 1988

### TRAINING/ CERTIFICATIONS

Professional Engineer: Mississippi, 10619 Texas, 65649

IS 800 National Response Framework

IS 700 Introduction to NIMS

ICS 100,200,300

#### PROFESSIONAL SKILLS

Project Management

**Operational Management** 

Client Representative

QA/QC

Logistics

## RECENT RELATED EXPERIENCE

Hurricane Harvey and Hurricane Irma 2017 - Officer-in-Charge for 25 contract activations throughout Texas and Florida.

Hurricane Mathew, South Carolina Department of Transportation (SCDOT) - 2016. On-site Officer-in-Charge monitoring the removal of debris from SCDOT ROW and the removal of hazardous trees and hanging limbs in 10 counties. The project included removing, hauling and processing more than 1 million cubic yards of storm generated debris including the removal or trimming of thousands of storm damaged trees.

# Debris Monitoring and Public Assistance Consulting, Texas Department of Transportation (TxDOT) - 2015

Mr. Lucius was the Officer-in-Charge for monitoring the removal of flood generated debris and for assisting TxDOT with the financial recovery process. True North provided services related to flood damage following multiple flood events in 2015. This work was related to damage in more than 15 counties within the Austin, Dallas, Fort Worth, Houston and Tyler Districts. We prepared Detailed Damage Inspection Reports (DDIR) and other documentation on FHWA eligible projects. We communicated with local TxDOT and local government representatives to develop project cost estimates and documentation to support federal reimbursement. True North also assisted in preparing documents such as Project Worksheets (PWs) on potentially FEMA eligible projects. We provided assistance on more than 100 projects for TxDOT districts that are potentially eligible for FHWA or FEMA reimbursement. True North has had an as-needed emergency management agreement with TxDOT since 2010.





# K. NELSON LUCIUS, PE(PAGE 2)

Project Initiation

Organizational Leadership

Resource Allocation and Planning

Debris Management Planning

Winter Storm Pax, South Carolina Department of Transportation (SCDOT) - 2014

On-site Officer-in-Charge for monitoring the removal of debris generated by Winter Storm Pax in 2014. True North monitored the removal of debris from SCDOT ROW and the removal of hazardous trees and hanging limbs. The project included removing, hauling, processing, and recycling more than 1.5 million cubic yards of ice storm debris and removing or trimming more than 225,000 storm damaged trees. Work areas covered more than 7,000 miles of roadway.

### Black Forest Wildfires, El Paso County, CO - 2013

Mr. Lucius was Officer-in-Charge for monitoring the mitigation of approximately 10,000 fire damaged trees following the Black Forest Wildfire in 2013. Trees killed by the wildfire (and trees not expected to survive due to fire damage) were removed from public property and public ROW, to mitigate the hazard of damaged trees falling on people, property, and roadways. True North utilized the North Track E-ticketing and Data Management System to document the tree removal process. Eligible hazardous trees on public property and public ROW were identified and documented by True North prior to removal. Our documentation included marking trees, recording GPS coordinates, photographing trees, and recording other critical information such as date and street location.





# RICHARD SOSEBEE

Mr. Sosebee joined True North Emergency Management in 2016 as a Project/Operations Manager with over 12 years of experience in debris management. With his considerable experience managing debris hauling contractors, Mr. Sosebee brings to True North a valuable understanding of the complete debris removal operation. His knowledge and experience in both monitoring and hauling makes him uniquely qualified for complex emergency operations. Mr. Sosebee has focused his efforts the improvement and innovation of our program management processes. His approach to client representation has helped set a new standard for client satisfaction within True North.

As a Project Manager, Mr. Sosebee has supported multiple debris operations through mobilization, project initiation, lifecycle project management, logistics, data management and permitting debris sites. Most recently, he was utilized as an expert for the US Army Corps of Engineers in Puerto Rico following the devastation of Hurricane Maria as well as a Public Assistance Debris Specialist for the Seminole Tribe of Florida following Hurricane Irma.

#### **EDUCATION**

University of Southern Mississippi 1980-1983

Construction Engineering Technology

### TRAINING/ CERTIFICATIONS

USACE Level Two PRT, 40 hrs. Debris Planning and Response

USACE Level One PRT, 40 hrs. Debris Planning and Response

EMA Debris Operations, 36 hrs.

IS 800 National Response Framework

1S 700 Introduction to NIMS and ICS 100/200

**40 Hour HAZWOPER** 

8 Hour HAZWOPER Supervisor

FEMA IS 632 Introduction to Debris Operations

IS 633 Debris Management Plan Development

#### PROFESSIONAL EXPERIENCE

#### Hurricane Michael, Panhandle of Florida, 2018-2019

Project Manager overseeing disaster debris removal and disposal activities for FDOT and several counties in the Florida Panhandle, including state, county and local roads. He was responsible for more than 150 project supervisors and inspectors, including daily scheduling, data collection and reporting, all which required coordination with multiple consultants, contractors, and client liaisons.

## USACE Debris Mission Specialists - San Juan, Puerto Rico, 2018

Debris Mission Specialists for the USACE in the recovery effort following the devastation of Hurricane Maria. Responsible for assisting in the closeout and finalization of the debris mission including debris site documentation, project debris verification, reconciliation, and QA/QC. Also assisted in the process development of an Operational Plan to identify, estimate and handle the culturally sensitive hardwoods of Puerto Rico.

#### USACE Debris Mission Specialists - Anniston, AL, 2018

Provide support for the USACE and FEMA following the 2018 tornado. Responsibilities included the support of daily operations, QA/QC, invoice review and progress reporting.

#### Seminole Tribe of Florida – Debris Specialists for PA, 2018

Responsibilities included overseeing project development, assisting with preparation and submission of projects and the QA/QC of documentation to substantiate reimbursement of storm related response costs.

### Hurricane Harvey, Coastal Texas, 2017 - 2018

Lead Project Manager overseeing the Hurricane Harvey recovery efforts for South Texas. This included overseeing the day to day operations of 8 separate activated contracts supported by a staff of 10 Supervisors and over 50 Monitors.





# RICHARD SOSEBEE (PAGE 2)

## TRAINING/ CERTIFICATIONS

(CONTINUED)

**OSHA 30 General Industry** 

Hazardous Waste Management

Hazardous Materials Management

### PROFESSIONAL SKILLS

**Project Management** 

Operational Management

**Field Supervision** 

**DMS Permitting** 

Client Representative

Damage Assessment

**Debris Estimator** 

Monitor / ADMS Training

**ADMS Field Support** 

QA/QC

Organizational Leadership

Resource Allocation and Planning

**Debris Management Planning** 

Contractor Invoice Reconciliation

## Hurricane Matthew, South Carolina Department of Transportation 2016-2017

Served as Project Manager / Field Supervisor over the SCDOT Monitoring Contract in Marion County SC. Duties Include: Interview and process new hire employees for monitoring positions, conduct monitor training on debris eligibility and automated debris management system, ensure eligible debris entered in the multiple billing zones, and reconcile load tickets daily.

#### USACE Sardis Lake, MS, 2011-2016

Served as Project Manager on the Operational and Management contract at Sardis Lake for the UASCE. Sardis Lake is a flood control reservoir consisting of over 98,000 acres. Responsible for all personnel assigned to the contract effort at Sardis Lake for the smooth and efficient operation of all contract duties. Monitor day-to-day operations to ensure that work is accomplished in accordance with the contract instrument and to the complete satisfaction of the Corps of Engineers.

### REOP Inc. - Owner/ President, 2004 to May 2011

Served as President in charge of operations. I served Project Manager for FEMA for Blocking, Leveling, and Anchoring of Travel Trailers in Mississippi, FEMA Solid Waste Contracts in Mississippi and Alabama, Ottawa County, Oklahoma Debris Removal and Claremore, Oklahoma Debris Removal contracts and Grounds Maintenance Contract for FEMA in Mississippi.

#### Hurricane Katrina, Slidell Louisiana, Ceres Environmental, 2006

Operations Manager responsible for coordination, scheduling and completion of over six thousand ROE's in the city of Slidell, LA. This was accomplished with an excellent working relationship between Ceres, USACE and local officials.

# Hurricane Katrina, Forrest and Lamar Counties, MS, AshBritt Environmental, 2006

QC Manager responsible for Quality Control employees to ensure over one hundred Debris Removal Sub-Contractors met all contract requirements, maintained crews on schedule and followed all COE safety regulations for the right-of-way and right-of entry missions. These missions were responsible for the removal and hauling, reduction and final destination of storm generated debris. The ROE mission completed seven thousand ROE's in Forrest and Lamar counties in Mississippi and was accomplished by strategic planning and scheduling of up to 130 crews with average completion of over one hundred ROE's per day during the peak of the program.





# DERRICK TUCKER, PE PROFESSIONAL ENGINEER

Derrick Tucker joined True North / Neel-Shaffer in 2002 and has more than 20 years of experience in civil / environmental engineering and emergency management. He has managed debris removal and disposal operations and all aspects of water and sewer projects including: conceptual development, grant and loan funding procurement, environmental clearance, production of construction plans and specifications, right-of-way / easement acquisition; and construction engineering and administration. Mr. Tucker has managed debris operations for True North / Neel-Shaffer following Hurricanes lke and Katrina as well as numerous other disasters. He was Project Manager for debris removal following Hurricane lke for the City of La Porte as well as sand cleaning at Galveston and Boliver. He was also responsible for marine debris removal from the Gulf of Mexico, Galveston Bay and four other bays.

Mr. Tucker has experience working with Federal, State and Local government emergency agencies and reimbursement programs. He also has experience with solid and hazardous waste management programs, policies, and procedures. Mr. Tucker has participated in special disaster recovery program management services including 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.

His experience also includes design and construction phase engineering of several urban drainage improvement projects and several site improvement projects involving utilities (water, sewer, electrical), parking, drainage and facilities access. Mr. Tucker's varying experiences provides him with the ability to plan, design, and administer complex urban projects.

#### **EDUCATION**

Master of Science, Civil Engineering, Mississippi State University, 1997

Bachelor of Science, Civil Engineering, Mississippi State University, 1996

#### MILITARY

**US Air Force** 

8 Years, Honorable Discharge

## TRAINING/ CERTIFICATIONS

Professional Engineer:

Mississippi, 15380

Texas, 121294

Florida, 81810

#### PROGRAM MANAGEMENT - QA/QC EXPERIENCE

#### CDBG – DISASTER RECOVERY HOMEOWNER ASSISTANCE PROGRAM (HAP)

- Grantworks, Texas General Land Office (GLO) - Over 1000 Tier 2 Environmental Reviews on housing projects.

Hurricane Michael 2018- Program Manager for operations in Florida and Georgia

Hurricane Harvey and Hurricane Irma 2017 - Program Manager for 25 contract activations throughout Texas and Florida.

South Carolina Department of Transportation, Hurricane Matthew 2016

Louisiana Severe Storms and Flooding, Lafayette & Vermilion Parish, LA, 2016

Texas Department of Transportation, 2015 Disasters

City of Garland, Texas: Tornado - December 2015

City of Rowlett, Texas: Tornado - December 2015

PROFESSIONAL SKILLS





# DERRICK TUCKER, PE (PAGE 2)

Program Management
Project Management
Operational Management
Field Supervision
Client Representative
Damage Assessment
Debris Estimator
QA/QC
Monitor Training
Truck Certification
Logistics
Project Initiation
Organizational Leadership
Resource Allocation and Planning
Debris Management Planning

California Department of Resources Recycling and Recovery, Butte and Valley Fires, September 2015

Kentucky Transportation Cabinet: Flash Flooding 2015

South Carolina Department of Transportation, Winter Storm Pax 2014

### PROJECT MANAGEMENT AND TECHNICAL EXPERIENCE

### Super Storm Sandy, Ocean County, NJ - 2012

Mr. Tucker served as Project Manager for several projects following Hurricane Sandy. Projects included waterway debris monitoring for the New Jersey DEP, ROW debris monitoring and storm drain cleaning for Ocean County, and private property debris removal for Toms River, New Jersey. Responsibilities included monitoring the removal of C&D debris, vegetative debris, hazardous trees, white goods, HHW, etc. This region included 4 zones and over 115,000 acres of bays, rivers, lagoons, and portions of the Atlantic Ocean.

# Hurricane Irene, Debris Rémoval, Tyrrell County and Town of Columbia, NC and Virginia DOT - 2011

Project Manager, Responsible for monitoring the removal of debris generated by Hurricane Irene. The project of monitoring debris removal from rights-of-way, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees:

### Hurricane Ike, Beach Cleaning and Marine Debris Removal, Texas General Land Office - 2008

Project Manager, Responsible for monitoring the cleaning of approximately 80 miles of beaches following Hurricane Ike. The project included cleaning beaches for the State of Texas involving more than 1 million cubic yards of beach sand on Galveston Island, Bolivar Peninsula and Brazoria County, Texas.

## Hurricane Ike, Debris Removal, City of La Porte, TX - 2008.

Project Manager, Responsible for monitoring the removal of debris generated by Hurricane Ike. The project of monitoring debris removal from rights-of-way, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

## Hurricane Katrina and Rita, South Louisiana - 2006

FEMA Technical Assistant Contractor, Served from January 2006 through April 2006 as an Assistant Project Officer. Primary role was assisting local governments with debris removal operations as well as data collection and project worksheet documentation.





# DADE DUKE

Mr. Duke joined True North in 2016 as a technical writer and marketing associate. His first field assignment was during the record setting Louisiana flooding. His responsibilities included project logistics, QA/QC, debris truck certifications and monitor training. During Hurricane Matthew in South Carolina, Mr. Duke served as a field supervisor over 2 Counties and was the supervising monitor for the removal of more the 150,000 CY of ROW debris from state roads. He was also responsible for truck certifications, hazardous tree/limb identification, monitor training and data reconciliation. He was also involved in the daily QA/QC of project data. He is an accomplished senior-level professional with demonstrated expertise in the areas of data management, estimating, operations and staff management. Most recently, Mr. Duke was served as an operational Area Leader and Senior Data Manager for the Inland Branch wildfire recovery project in California.

#### **EDUCATION**

**CLC**, Computer Programing Degree 1996-97

University of Maryland **Marketing Studies** 1990-1991

#### MILITARY

U.S. Navv 1989 -1992 Honorable Discharge

## TRAINING/ CERTIFICATIONS

FEMA E0202: Debris Management Planning ICS-100,200

> IS-00700 IS-00800

40HR HAZWOPER

IS-00632 Introduction to Debris Operations

IS-00633 Debris Management Plan Development

> IS-00520 Introduction to **Continuity of Operations**

Planning for Pandemic Influenzas

## RELEVANT PROFESSIONAL SKILLS

Data Manager

**Operations Manager** 

Field Supervisor

**Monitor Training** 

Field Supervision

**Truck Certification** 

Disaster Debris Management Planning

Logistics

Project Initiation

RELATED RECENT EXPERIENCE

LNU LIGHTENING COMPLEX AND GLASS WILDFIRES, INLAND BRANCH, CALIFORNIA - November 2020-2021 - Area Leader/Data Manager.

HURRICANE SALLY, FAIRHOPE, AL, October - November 2020 - Public Assistance Consultant.

HURRICANE LAURA, BEAUREGARD PARISH, LA, October - November 2020 -Public Assistance Consultant.

2020 DISASTER DEBRIS MANAGEMENT PLANNING, GEORGIA DEPARTMENT OF TRANSPORTATION, GA - Sr. Planner -

Disaster Debris Management Plan (DDMP) development for GDOT Headquarters as well as all 7 Districts.

HURRICANE HARVEY, TX & HURRICANE IRMA, FL. SEPTEMBER 2017 – MARCH - Operations Manager

Operations Manager overseeing the hiring, logistics and training in multiple locations throughout Texas and Florida.

Disaster Debris Management Planning, City of Garland, TX 2017 - Sr. Planner Review and Update of the existing DDMP.

HURRICANE MATTHEW, SCDOT - Jasper and Hampton Counties, SC, October 2016 - April 2017 - Field Supervisor -

Field Supervisor for monitoring the removal of debris. Included monitoring debris removal from ROW, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

## LOUISIANA SEVERE STORMS AND FLOODING, Vermilion Parish, LA, September 2016 - October 2016 - Field Supervisor

This project included the supervision of the monitoring of debris following severe flooding. Responsibilities included debris truck certifications, data management, and GIS.

LOUISIANA SEVERE STORMS AND FLOODING, Lafayette Parish, LA, August 2016 - October 2016 - Logistics Manager

This project included the monitoring of debris following severe flooding. Responsibilities included office set up, debris mapping, truck certifications and data management.





# FRANK GERMAN FORMER FEMA DEBRIS SPECIALIST

Frank German joined True North Emergency Management in 2016 and has more than 17 years of experience in debris management and FEMA Public Assistance. Mr. German is experienced in a full range of emergency response, public assistance, operations management, and program coordination and is capable of successfully overseeing a broad range of disaster recovery projects and program initiatives. Mr. German possesses a full range of expertise including emergency response, public assistance, safety awareness, operations management, and program coordination experience. Through his in-depth knowledge of eligibility requirements, regulations and policies across multiple federal programs, he has successfully assisted our clients to maximize reimbursement of all eligible disaster recovery costs. Mr. German has demonstrated excellence in his management capabilities, effective communication skills, strong knowledge of FEMA regulations, the Stafford Act and his ability to team with government officials and volunteers to achieve all Public Assistance objectives.

Most recently, Mr. German successfully assisted clients in Florida and Texas with FEMA Public Assistance following Hurricanes Harvey and Irma. Prior to joining True North, Mr. German successfully served 15 years in the Federal Emergency Management Agency (FEMA) within the Public Assistance infrastructure program as a Project Specialist, Public Assistance Supervisor and a Task Force Lead. Mr. German also served as a Captain in the City of Austin Fire Department. He provided superior leadership and management skills that were critical to the success of multiple disaster recovery and emergency response missions over his more than 26 years of service.

#### **EDUCATION**

Associates Degree Management, Austin Community College

National Fire Academy Fire Fighting Management and Technology

RHEMA Bible Institute, Tulsa, OK

#### **MILITARY**

**US Army** 

6 Years, Honorable Discharge

## TRAINING/ CERTIFICATIONS

**Public Assistance Operations** 

**Public Assistance Cost Estimating** 

USACE Level Two PRT, 40 hrs. Debris Planning and Response

USACE Level One PRT, 40 hrs. Debris Planning and Response

406 Hazard Mitigation L-239

Public Assistance PDA L-378

#### PROFESSIONAL EXPERIENCE

### Seminole Tribe of Florida, FL, 2017-2018 - Senior Public Assistance Consultant

Provided Public Assistance for Category A submission. Through the thorough forensic research of existing documentation, was able to discover, package and submit additional reimbursable items that were previously unaccounted.

#### City of Port Lavaca, TX, 2017-2018 - Senior Public Assistance Consultant

Provided Public Assistance for project development following Hurricane Harvey. His extensive knowledge and experience helped the City to secure more an additional \$1.5 million in funding for missed items that were originally missed.

#### Hurricane Harvey, TX 2017 - Senior Public Assistance Consultant

Provided subject matter expertise while for multiple clients effected by Hurricane Harvey. Responsibilities included overseeing project development, assisting with preparation and submission of projects and the QA/QC of documentation to substantiate reimbursement of storm related response costs.

#### Hurricane Irma, FL 2017 - Senior Public Assistance Consultant

Provided subject matter expertise while for multiple clients effected by Hurricane Harvey. Responsibilities included overseeing project development, assisting with preparation and submission of project worksheets and the QA/QC of documentation to substantiate reimbursement of storm related response costs.

**Hurricane Matthew, SC 2016** - Field Supervisor for monitoring the removal of debris. Included monitoring debris removal from ROW, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.





# FRANK GERMAN (PAGE 2)

#### TRAINING/ CERTIFICATIONS (CONTINUED)

(COMMISSO)

**FEMA Debris Operations** 

Intro to Debris Operations in FEMA's Public Assistance Program

Incident Management III Pilot L-425

Regional Response Readiness Module I

FEMA IS 632 Introduction to Debris Operations

FEMA IS 634 Introduction to FEMA's Public Assistance Program

National Response Framework (IS 800 equivalent)

Introduction to NIMS (IS 700 equivalent), and ICS 100/200

Principles of Emergency Management

Special Considerations for FEMA Projects

Basics Federal Disaster Workforce Readiness

#### **PROFESSIONAL SKILLS**

Program Manager Project Management Field Supervision Operational Management

Continuity of Operations Planning (COOP)

**Client Representative** 

Damage Assessment

QA/QC

Organizational Leadership Resource Allocation and Planning Debris Management Planning

#### PRIOR FEMA PUBLIC ASSISTANCE (PA) EXPERIENCE

New Mexico Floods, Public Assistance Group Supervisor (FEMA), 2013 - 2014

Hurricane Isaac, Debris Task Force Leader, 2012-2013

Arkansas, Severe Storms and Flooding Public Assistance Supervisor, 2010

Hurricane Ike, Public Assistance Supervisor, 2008-2009

Hurricane Dolly, Public Assistance Supervisor, 2008

Oklahoma Severe Winter Storms, Project Specialist, 2007

Arkansas Severe Storms and Tornadoes, Project Specialist, 2006

Hurricane Katrina, Project Specialist, 2005-2006

Arkansas Severe Ice Storm, Project Specialist, 2003

Texas Severe Storms and Flooding, Project Specialist, 2002

Oklahoma Ice Storm, Project Specialist, 2002

Arkansas Severe Winter Storm, Project Specialist, 2001

Texas: Severe Storms and Tornadoes, Project Specialist, 1999





# OLEN BURDITT FORMER USAGE SUBJECT MATTER EXPERT

Mr. Burditt joined True North in 2014 and has over 17 years of experience in emergency management. He served as senior debris Subject Matter Expert (SME) for the U.S Army Corps of Engineers (USACE). He has deployed on more than 20 missions, including debris removal, temporary housing, and roofing assignments.

He served as a member of the Fort Worth District Planning and Response Team (PRT) for 14 years and as an SME for his last 6 years with USACE. Mr. Burditt also served as Liaison Officer between USACE HQ and FEMA HQ on nationwide Weapons of Mass Destruction (WMD) Debris PRT from 2009 – 2013. Mr. Burditt has filled various roles in recovery efforts for notable event recovery efforts such as the 2010 Earthquake in Haiti, the 2016 Sacramento Wildfires and in 2018 he assisted the USACE in Puerto Rico following Hurricane Maria.

While serving as an SME, he was knowledgeable with all aspects of a debris mission. He provided technical knowledge and management abilities to insure missions were scoped and executed properly. He has also been involved heavily in data base management, truck certification, and the hiring and training of field monitors.

#### **EDUCATION**

Angelo State University Bachelor's of Science, 1994

#### TRAINING/ CERTIFICATIONS

USACE Certification as Debris Subject Matter Expert.

USACE Level Two PRT, 40 hrs. Debris Planning and Response

USACE Level One PRT, 40 hrs. Debris Planning and Response

IS 800 National Response Framework

IS 700 Introduction to NIMS and ICS 100/200

FEMA Debris Operations, 36 hrs.

40 Hour HAZWÖPER

8 Hour HAZWOPER Supervisor

FEMA IS 632 Introduction to Debris Operations

FEMA IS 634 Introduction to FEMA's Public Assistance Program

#### PROFESSIONAL EXPERIENCE

Hurricane Maria USACE Debris Mission Specialists - San Juan, Puerto Rico, 2018

Debris Mission Specialists for the USACE in the recovery effort following the devastation of Hurricane Maria. Responsible for assisting in the closeout and finalization of the debris mission including debris site documentation, project debris verification, reconciliation, and QA/QC.

#### Hurricane Irma, Palm Coast, FL, 2017-2018

Project Manager monitoring the removal of debris generated by Hurricane Irma included monitoring debris removal from ROW, reduction and hauling of reduced debris. The project included removing, hauling and processing of storm generated debris including the removal or trimming of storm damaged trees. Responsibilities included the hiring, training and daily supervision of ROW monitors, truck certifications, client reporting, and the daily QA/QC of debris hauling activities.

#### Hurricane Harvey, Nueces, Aransas, San Patricio, and Kleberg Counties, TX, 2017

Preformed damage assessments and debris estimations following Hurricane Harvey in South Texas. Assisted with the development of a project scope for multiple jurisdictions to ensure an effective and efficient debris removal operations

#### Hurricane Matthew, SCDOT, SC 2016-2017

Field Supervisor for monitoring the removal of debris. Included monitoring debris removal from ROW, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

#### Louisiana Catastrophic Flooding, Lafayette Consolidated Government, LA, 2016

Served as Field Supervisor for the monitoring of debris removal following severe flooding. This project included multiple debris streams including C & D, Vegetative, HHW and white Goods





# OLEN BURDITT (PAGE 2)

#### **PROFESSIONAL SKILLS**

**Field Supervision** 

**Operational Management** 

**Project Management** 

Client Representative

Damage Assessment

**Debris Estimator** 

Monitor / ADMS Training

Logistics

QA/QC

Truck Certification

Organizational Leadership

Resource Allocation and Planning

#### Severe Storms, Tornadoes, Straight-line Winds and Flooding, TX 2015

Debris removal Supervisor for TxDOT projects in Austin, Tyler, and Fort Worth Districts. Debris operations included removal, staging, reduction and disposal.

#### Sacramento CA fires, CAL RECYCLE, 2015

Field Supervisor overseeing the Electronic Monitoring of Private Property Debris Removal (PPDR) and following the devastating 2015 wildfire season in California. On-site remediation monitoring included tracking the work hours of remediation contractor personnel and equipment. Truck loading and debris removal were also documented for separate waste streams including ash, metals, debris, soil and concrete.

#### USACE EXPERIENCE

Earthquake - Republic of Bangladesh, Subject Matter Expert USACE, 2013

Tornado – Moore, OK, Subject Matter Expert USACE, 2013

Hurricane Sandy, NY City, NY, Subject Matter Expert USACE, 2012

Hurricane Isaac, Braithwaite, LA, LADOT, Subject Matter Expert USACE, 2012

Hurricane Irene, Raleigh, NC, Subject Matter Expert USACE, 2011

Fires - Bastrop TX, Subject Matter Expert USACE, 2011

Haiti earthquake, Subject Matter Expert USACE, 2010

Hurricane Dolly, City of McAllen, TX, Subject Matter Expert USACE, 2009

Hurricane Ike, Jefferson, Liberty, Hardin, Orange Counties, TX, Subject Matter Expert USACE, 2008

Central Texas floods, Hurricanes Charley, Ivan, Francis, Jean - FL, Rita - TX, 2002 - 2007





# STAN AKIN FORMER USACE SUBJECT MATTER EXPERT

Mr. Akin joined True North Emergency Management in October 2016 after retiring from the U.S. Army Corps of Engineers. He has 17 years of experience in emergency management with the U.S. Army Corps of Engineers and True North. He served 38 years with the U.S. Army Corps of Engineers, filling roles as a Park Ranger, Natural Resource Project Manager, Quality Assurance Inspector, Quality Assurance Supervisor, Acting Resident Engineer, and Subject Matter Expert on the Louisville District Debris PRT. As a member of the Louisville District PRT, Team One, he held positions as QA, QA Team Leader, QA Supervisor, and Subject Matter Expert. Mr. Akin has a working knowledge of FEMA debris policies and procedures that guide federal, state and local partnerships for debris management. His 11 debris missions included Hurricane Fredrick (QA and QA Team Leader), Hurricanes Frances/Jeanne (QA), Hurricanes Katrina/Rita (QA, QA Team Leader, QA Supervisor) and Hurricane Ike (QA Supervisor and Acting Resident Engineer).

#### **EDUCATION**

University of Memphis Bachelor's of Science, 1976

#### TRAINING/ CERTIFICATIONS

USACE Certification as Debris Subject Matter Expert.

USACE Level Two PRT, 40 hrs. Debris Planning and Response

USACE Level One PRT, 40 hrs. Debris Planning and Response

National Response Framework (IS 800 equivalent)

Introduction to NIMS (IS 700 equivalent), and ICS 100/200

FEMA Debris Operations, 36 hrs.

#### **PROFESSIONAL SKILLS**

**Field Supervision** 

Operational Mänagement

Client Representative

Damage Assessment

**Debris Estimator** 

Monitor / ADMS Training

#### PROFESSIONAL EXPERIENCE

#### Hurricane Irma, Palm Coast, FL, 2017

Field Supervisor in Palm Coast, FL. Supervised nine QA monitors. Monitors provided oversight of contracted debris removal operations that included removal, staging, and disposal of hurricane generated debris.

#### Hurricane Irma, South Florida Water Management District, FL, 2017

Field Supervisor for monitoring the removal of waterway/canal debris. Included monitoring the removal of vegetative and C & D debris hanging over the canal, floating in the canal or submerged in the canal.

#### Hurricane Irma, FLDOT, FL, 2017

Field Supervisor in Pinellas and Citrus Counties, FL. Supervised four QA monitors. Monitors provided oversight of contracted debris removal operations that included removal, staging, disposal of hurricane generated debris and oversight of hazardous tree removal.

#### Hurricane Harvey, Portland, TX, 2017

Field Supervisor in Portland, TX. Supervised six QA monitors. Monitors provided oversight of contracted debris removal operations that included removal, staging, and disposal of hurricane generated debris.

#### Hurricane Matthew, SCDOT, SC, 2017-2018

Field Supervisor in Georgetown and Hampton Counties. Supervised eight QA monitors. Monitors provided oversight of contracted debris removal operations that included removal, staging, reduction/disposal and oversight of hazardous tree removal.

#### **USACE EXPERIENCE**

#### Louisiana Severe Storms, Multiple Locations, LA, 2016

USACE and FEMA Subject Matter Expert for monitoring debris removal from ROW and the reduction/hauling of reduced debris in St. Martins, Iberia, and Vermilion Parishes.





# STAN AKIN (PAGE 2)

#### **PROFESSIONAL SKILLS**

(CONTINUED)

Logistics

QA/QC

**Truck Certification** 

Organizational Leadership

Resource Allocation and Planning

#### West Virginia Severe Storms, Flooding, 2016

USACE and FEMA Subject Matter Expert for monitoring debris removal from ROW and the reduction/hauling of reduced debris. Assisted in the training of WV Army National Guard personnel in FEMA regulations pertaining to estimating debris quantities in haul trucks.

#### Texas Severe Storms, Flooding, 2016

USACE and FEMA Subject Matter Expert for monitoring debris removal from ROW and the reduction/hauling of reduced debris in three east Texas counties and the city of Orange

#### Kabul Afghanistan, 2011-2012

UASCE Operations and Maintenance site manager, Kabul Military Training Center.

#### Hurricane Ike, TX, 2008

USACE QA Supervisor and Acting Resident Engineer. Technical assistance to support state/local governments and assisted FEMA in monitoring contractual work during debris management operations.

#### Hurricane Katrina, LA, 2006

USACE QA Supervisor. Plaquemines Parish, LA, worked with FEMA and the Corps's Emergency Operations Center as a QA supervisor with the Hurricane Katrina and Rita debris removal and demolition program. The program provided curb side removal of hurricane generated debris; demolition of damaged structures, and construction and demolition debris removal from private property through the use of ROE permits. As a QA supervisor, is supervised up to 35 quality assurance inspectors and four team leaders that were assigned to the Parish.

#### Hurricane Katrina/Rita, LA, 2005

USACE QA Supervisor. St. Charles Parish, LA, worked with FEMA and the Corps' Emergency Operations Center as a QA inspector with the Hurricane Katrina and Rita debris removal program. The program provided curb side removal of hurricane generated burnable debris and C&D from the public road right of way. I was promoted to QA supervisor for the west bank of St Charles Parish and at the peak of the operation I supervised six (6) QA inspectors. The mission required 12 hour work days, seven days a week for the 74 day tour.

#### Hurricanes Frances/Jeanne, FL, 2004

USACE Quality Assurance (QA) Inspector for the Blue Roof program

#### Hurricane Fredrick, AL, 1979-1980

USACE Team Leader for Debris removal on Dauphin Island and QA Inspector in south Mobile County.





# BOBBY WELLS JR., PE PROFESSIONAL ENGINEER

Mr. Wells joined True North in 2016 after retiring from the Mississippi Department of Transportation after almost 30 years of service. He has more than 15 years of experience in emergency management and more 40 year of civil engineering experience. While working for MDOT, Mr. Wells dealt with many types of emergencies including hurricanes, tornados, ice storms and floods. His previous experience and insight from working with contractors from a client perspective has proven very valuable in creating a more cohesive and efficient working relationship on our projects.

As a Professional Engineer, Mr. Wells is experienced with preforming the damage assessments of roadways and bridges as well as repair cost estimating. With his proven experience in the construction and maintenance of highways and his many years of working with FHWA and FEMA, Mr. Wells has proven very capable of successfully overseeing complex debris monitoring operations. Mr. Wells is an experienced manager capable in all aspects of project supervision including the hiring, training and daily supervision of field monitors, truck certifications, client reporting, and the daily QA/QC of debris hauling activities.

#### **EDUCATION**

BS Degree in Civil Engineering, Mississippi State University, 1981

#### TRAINING/ CERTIFICATIONS

Mississippi Registered Professional Engineer P.E. #9642

**FEMA Debris Operations** 

USACE Level Two PRT, 40 hrs. Debris Planning and Response

USACE Level One PRT, 40 hrs. Debris Planning and Response

Intro to Debris Operations in FEMA's Public Assistance Program

FEMA IS 632 Introduction to Debris Operations

FEMA IS 633 Debris Management.
Plan Development

FEMA IS 634 Introduction to FEMA's Public Assistance Program

FEMA IS 800 National Response Framework

FEMA IS 700 Introduction to NIMS, and ICS 100/200/300

#### PROFESSIONAL EXPERIENCE

#### Hurricane Irma, St. Lucie County, FL, 2017

Project Manager monitoring the removal of debris generated by Hurricane Irma. Included monitoring debris removal from ROW, reduction and hauling of reduced debris. The project included removing, hauling and processing of storm generated debris including the removal or trimming of storm damaged trees. Responsibilies included the hiring, training and daily supervision of field monitors, truck certifications, client reporting, and the daily QA/QC of debris hauling activities.

#### Hurricane Matthew, South Carolina Department of Transporation, SC, 2016

removal from ROW, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

#### Hurricane Matthew, St. Lucie County, FL, 2016

Field Supervisor for monitoring the removal of debris following Hurricane Matthew Responsibilities included debris truck certifications, data management, hiring of ROW monitors and conducting electronic ticketing training sessions.

#### Louisiana Severe Storms and Flooding, Vermilion Parish, LA, 2016

Served as Field Supervisor for the monitoring of debris removal following severe flooding. This project included multiple debris streams including C & D; Vegetative, HHW and white Goods

#### Louisiana Severe Storms and Flooding, Lafayette Parish, LA, 2016

Professional Engineer responsible for surveying flooded roadways and the inspection of bridges or damage resulting from a record breaking 30-inch rainfall. Also estimated the cost of repairing effected roadways and bridges.





# BOBBY WELLS JR., PE (PAGE 2)

#### TRAINING/ CERTIFICATIONS (CONTINUED)

**Wetland Training** 

Hazard Material Training

#### PROFESSIONAL SKILLS

Professional Engineer

Project Management

Field Supervision

Operational Management

**Public Assistance Consultant** 

**Truck Certification** 

Damage Assessment

Monitor / ADMS Training

**Debris Estimator** 

Client Representative

Damage Assessment

QA/QC

Logistics

Administration

Organizational Leadership

Resource Allocation and Planning

Hazard Mitigation Planning (HMP)

#### PRIOR EMERGENCY MANAGEMENT ENGINEERING EXPERIENCE

Hurricane Isaac, State of Mississippi, Engineer Division Administrator MDOT - Operations, 2014

Tornado in Columbia MS, State of Mississippi, Engineer Division Administrator MDOT - Operations, 2014-2015

Hurricane Gustav, State of Mississippi, Assistant District Maintenance Engineer, 2008

Hurricane Katrina, State of Mississippi, Assistant District Maintenance Engineer, 2005

#### PRIOR MOOT ENGINEERING EXPERIENCE

#### Engineer Division Administrator MDOT - Operations, 2010-2016

Over all Maintenance in the 13 counties for District 7. Advised the District Engineer in Maintenance matters. Prepared reports for reimbursement from FEMA for Percy Quin Lake emergency project due to Hurricane Isaac and for tornado in Columbia December 2014

#### Assistant District maintenance Engineer MDOT, 2002-2010

Ensured routine maintenance and all other Maintenance projects for the District's 13 counties were performed properly. Scheduling and programming the 3 year plan for federal aide and maintenance asphalt projects for the District. Made sure that permits were done properly and in a timely manner. Help in the preparation of the District's overall Maintenance, Budget Met with public on Maintenance matters and Department programs. Prepared reports for FHWA for reimbursement for Cut and Toss for 1st and 2nd passes of debris removal for hurricanes Katrina and Gustav by contractors.

#### District Construction Engineer MDOT, 1998-2002

Responsible for preparing plans for construction projects and scheduling these projects for construction in the District. Preparing location committee reports and environmental forms for proposed construction projects insure that all utilities are relocated on proposed projects Prepare the 3 year budget for all maintenance projects, bridge projects and Federal aide projects scheduled in the District.

#### District Materials Engineer MDOT, 1997-1998

Required insuring that all material testing on construction projects were performed in the District to meet the Specifications. Responsible for determining soil types and using these soil types to determine the asphalt pavement thickness recommendations for full depth roadway construction on proposed projects





# RONDA MILLER

Ms. Miller joined Neel-Schaffer in 2016 following the catastrophic flooding in Louisiana. Already an experienced monitor and supervisor she quickly became a valued asset to the Neel-Schaffer team. Following Hurricane Matthew in South Carolina, Ms. Miller served as a field supervisor for the SCDOT project. She was responsible for supervising the daily monitoring of the removal of ROW debris and hazardous trees and limbs from state roads. She was also responsible for truck certifications, hazardous tree/limb identification, monitor training and data reconciliation. She was also involved in the daily QA/QC of project data.

Most recently, Ms. Miller responded to Hurricane Micheal in the panhandle of Florida. She was instrumental in the hiring and training of local monitors and project initiation. Ms. Miller has a proven track record of achieving exceptional results in documentation, data analysis and project supervision.

#### **EDUCATION**

BA Business Management and Early Childhood Education Louisiana State University Alexandria, 2001

#### TRAINING/ CERTIFICATIONS

IS 800 National Response Framework

IS 700 Introduction to NIMS

ICS 100/200

#### **PROFESSIONAL SKILLS**

Field Supervision
Client Representative
QA/QC
Monitor Training
Truck Certification
Logistics
Project Initiation

Organizational Leadership

Resource Allocation and Planning

#### PROFESSIONAL EXPERIENCE

Hurricane Harvey, TX 2017 – Baytown/Portland/Victoria TXDOT - Field Supervisor for monitoring the removal of debris over multiple projects. Included monitoring debris removal from ROW, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

**Hurricane Matthew, SC 2016** - Field Supervisor for monitoring the removal of debris generated by Hurricane Mathew. Included monitoring debris removal from ROW, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

LOUISIANA SEVERE STORMS AND FLOODING, Lafayette Parish, LA, 2016 - This project included the monitoring of debris following severe flooding. Responsibilities included the electronic ticketing of C&D debris removal from ROW, daily activities documentation, and identification of ineligible debris. Ms. Miller was quickly promoted to a field trainer and monitoring crew leader.

Hurricane Isaac, St. Bernard Parish, LA 2012 – Monitors Supervisor overseeing daily debris removal progress following Hurricane Isaac while observing all FEMA guidelines and regulations. Responsibilities included compiling daily reports to communicate the needs, current status and progress of operations. Ensure safety, quality, and compliance with all applicable standards and requirements.

**BP Oil Spill, Pensacola Beach Shoreline, Florida 2010** - Debris Removal Specialist monitoring the operations of equipment on affected beach/shorelines during the removal of tar mounds and balls resulting from the BP oil Spill.

Trained and experienced in the use of specialized tools utilized in the removal of tar as well as proper handling and disposal methods.

Hurricane Katrina, LA 2005 - Complete forms in accordance with company procedures. Monitor the Collection of Debris located on the Right of Way. Logging Routes, locations, and timing of Debris Pickup in accordance with FEMA regulations and guidelines.





## DANIEL RICHARDSON FORMER USACE SR. SUBJECT MATTER EXPERT

Mr. Richardson joined True North Emergency Management in 2017 after retiring from the U.S. Army Corps of Engineers. He has over 24 years of experience in debris management. He served as a senior Debris Subject Matter Expert (SME) for the U.S. Army Corps of Engineers (USACE). Mr. Richardson Served as a SME and a member of the Mobile District Planning and Response Team PRT. Has a working knowledge of the National Response Framework, FEMA policy guidance for debris management, Public Law 84-99 authorities, general contracting processes and operational dynamics of a Joint Field Office.

He has deployed on approximately 18 disaster missions and served on the elite cadre of National Debris Subject Matter experts and Specialists. He volunteered to replace another USACE employee in Haiti after the earthquake of 2010 in a mission to draft a debris management plan for the Haitian government. He has volunteered for debris missions that were the results of hurricanes, floods, earthquakes and ice storms. As an SME, he is knowledgeable in all aspect of a debris mission.

#### **EDUCATION**

Bachelor of Science, Recreation and Park Management, University of Alabama, 1983

#### TRAINING/ CERTIFICATIONS

USACE Certification as Debris Subject Matter Expert.

USACE Level Two PRT, 40 hrs. Debris Planning and Response

USACE Level One PRT, 40 hrs. Debris Planning and Response

National Response Framework (IS 800 equivalent)

Introduction to NIMS (IS 700 equivalent), and ICS 100/200

FEMA Debris Operations, 36 hrs.

#### PROFESSIONAL SKILLS

Field Supervision

**Client Representative** 

Debris Estimator

Damage Assessment

QA/QC

Logistics

Organizational Leadership

Truck Certification

#### PROFESSIONAL EXPERIENCE

Hurricanes Irma and Maria St. Croix, VI, 2018
U.S Army Corps of Engineers Debris Specialists

#### Hurricane Harvey, Multiple Locations, TX, 2017

Field Supervisor for multiple projects responsible for overseeing monitoring operations. Through daily monitoring supervision, provided oversight of contracted debris removal operations that included removal, staging, and disposal of hurricane generated debris. Responsibilities also included training of monitors, daily reporting, QA/QC of documentation and issue resolution.

#### US ARMY CORPS OF ENGINEERS EXPERIENCE

Hurricane Earl U.S. Virgin Islands, U.S Army Corps of Engineers, Debris SME, 2010

Haiti Earthquake, U.S. Army Corps of Engineers, Debris SME, 2010

Tennessee Flooding, U.S. Army Corps of Engineers, Debris SME, 2010

MVP Spring Floods, U.S. Army Corps of Engineers, Debris SME, 2009

Arkansas Ice Storms, U.S. Army Corps of Engineers, Debris SME, 2009

Debris Task Force LA, U.S. Army Corps of Engineers, Debris SME, 2009

Midwest Flood IA, U.S. Army Corps of Engineers, Debris SME. 2008

Tropical Storm Fay FL, U.S. Army Corps of Engineers, Debris SME, 2008

Hurricane Gustav LA, U.S. Army Corps of Engineers, Debris SME, 2008

Kansas Ice Storm, U.S. Army Corps of Engineers, Debris SME, 2008





# DAVID FRANCIS FORMER FEMA DEBRIS SPECIALIST

Mr. Francis has over 27 years of experience in emergency management. He has served on flood fighting teams, QA inspection, QA Supervisor, Mission Manager, Resident Engineer, COR and debris Subject Matter Expert for the US Army Corps of Engineers. Mr. Francis served as a debris Subject Matter Expert, Mission Manager, COR and Resident Engineer for the Mobile District Planning and Response Team (PRT).

Mr. Francis has deployed on over 20 disaster missions, and served on the elite cadre of National Debris Subject Matter Experts and Specialists. Mr. Francis has filled various roles in recovery efforts for notable storm recovery efforts such as Hurricane Charlie, Hurricane Katrina, Tornado outbreak in Alabama and Super Storm Sandy.

#### **EDUCATION**

Chipola College

#### TRAINING/ CERTIFICATIONS

USACE Certification as Debris Subject Matter Expert.

USACE Level Two PRT, 40 hrs. Debris Planning and Response

USACE Level One PRT, 40 hrs. Debris Planning and Response

FEMA Debris Operations, 36 hrs.

40 Hour HAZWOPER

8 Hour HAZWOPER Supervisor

FEMA IS 632 Introduction to Debris Operations

FEMA IS 633 Debris Management Plan Development

> FEMA IS 634 Introduction to FEMA's Public Assistance Program

E0202: Debris Management Planning for State, Tribal and Local Officials

> IS 800 National Response Framework

IS 700 Introduction to NIMS and ICS 100/200

#### PROFESSIONAL SKILLS

Field Supervision
Client Representative
Damage Assessment
Debris Estimator
QA/QC
Monitor Training
Truck Certification
Logistics
Project Initiation
Organizational Leadership

# NEEL-SCHAFFER

Resource Allocation and Planning

## PROFESSIONAL EXPERIENCE

#### Hurricane Irma, FL, South Florida Water Management District, 2017

Field Supervisor for monitoring the removal of waterway/canal debris. Included monitoring the removal of vegetative and C & D debris hanging over the canal, floating in the canal or submerged in the canal.

#### Hurricane Mathew, City of Palm Coast/St. Lucie Co. - 2016

Field Supervisor for monitoring the removal of debris. Included monitoring debris removal from ROW, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

# USACE EXPERIENCE

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Arkansas Tornado 2014 - Performed debris SME duties for FEMA.

Super Storm Sandy 2012 - Performed debris SME duties for FEMA.

Hurricane Isaac, La 2012 - Performed debris SME duties for FEMA

Alabama Tornados 2011 – Performed debris SME duties for FEMA, served as Resident Engineer and COR for Debris PRT.

Tennessee Floods 2010 - Performed debris SME duties for FEMA.

North Dakota Floods 2009 - Served as Mission Manager, Resident Engineer and COR for Debris PRT.

Puerto Rico Mudslides 2008 - Performed debris SME duties for FEMA.

Tropical Storm Faye, FI 2008 – Performed debris SME duties for FEMA.

Hurricane Gustav/Ike, La 2008 - Performed debris SME duties for FEMA.

Hurricane Katrina, Al 2005 – Debris QA Inspection, Debris QA Supervisor.

Hurricane Charley, USACE, - 2004Temp. Roofing QA Supervisor/Housing QA Inspector



# TRUE NORTH CAPABILITIES

True North Emergency Management has offices throughout the South Eastern United States including four in the State of Texas. We have assisted our clients with recovery efforts from events such as hurricanes, severe winter storms, tornadoes, wildfires and flooding. We have an experienced and dedicated staff to provide comprehensive disaster management services to restore the critical infrastructure necessary for a successful recovery operation.

True North's success in managing disaster debris removal, in particular Hurricanes Ike, Dolly, Rita and other hurricanes that have impacted the Gulf Coast states, are testaments of our ability to work well in complex situations. We have a highly trained group of professionals who can complete the job in a cost effective manner. Our company values are based on quick response, client service, ethical practices, full reimbursement and sensitivity to the environment. Our staff places the utmost importance on accounting procedures and implementing accurate and comprehensive reporting. True North's objective is to receive full reimbursement for all eligible disaster recovery costs from appropriate federal agencies.

We will work closely with the County to develop disaster response plans including communication systems to ensure continuity of communications with Polk County during and following a disaster. We will mobilize two to five key personnel in advance of predictable disasters, such as hurricanes, to assist in preparation and to be ready for immediate post disaster response.

Following a disaster, lodging and supplies are limited or totally unavailable. As we have done in the past, Neel-Schaffer is prepared to provide supplies and equipment for key personnel including food, water, and lodging, as well as communications, transportation, computer, and generator equipment. During all phases of mobilization and operations, we will provide for adequate personnel supplies and equipment including radios, vehicles, cell phones, GPS units, e-ticket units, digital cameras and safety equipment.

Depending on the severity of a disaster, some of the key tasks we will accomplish in helping the County with recovery include:

- Debris Management and Emergency Response Planning: 30 days after selection,
- Pre-Disaster Response: 2-5 experienced personnel 2 to 10 days prior to disaster,
- Damage Assessments: additional 10 experienced personnel within 24 hours,
- Mobilizing Debris Contractors: up to 3 supervisory personnel within 24 hours,
- DMS Preparation Assistance: 2 experienced personnel within 24 hours,
- Loading/Hauling Vehicle Certifications: up to 30 personnel within 2 days,
- Debris Monitors: over 100 monitors within 3 days as needed,
- FEMA Meetings: 2 supervisory personnel available prior to disaster,
- Monitoring Operations: trained personnel, up to hundreds after major hurricane,
- Project Closeout: within 30 days following completion of debris removal operations.

## LOCATION

The geographic advantage of having offices located in Texas but outside and adjacent to the affected area of a coastal storm impact allows for a more focused event response. Our continuity of operations will help to ensure a rapid response from key staff but also gives us the logistical advantage of having resources and support staff located in an unimpacted or less affected area. This will allow our focus to be concentrated on the response and recovery of Polk County.





## COORDINATION OF SERVICES IN MULTIPLE LOCATIONS

True North has handled debris monitoring for multiple government agencies numerous times. On seven separate occasions, we have responded and provided services in ten to twenty communities simultaneously. This occurred following Hurricane Katrina in 2005, Hurricane Ike in 2008, Hurricane Sandy in 2012, Winter Storm Pax in 2014, Hurricane Matthew in 2016 and following both Hurricane Harvey and Irma in 2017. Following Hurricane Katrina, we responded to over ten communities. This response included the City of Biloxi where we successfully monitored the removal of approximately 3,000,000 cubic yards of debris, as well as 5,000 Right-of-Entry properties and 10,000 trees. In 2009, True North monitored debris removal simultaneously in over ten communities in five different states across three separate FEMA regions.

True North has more than a dozen qualified Project Managers with experience managing major debris monitoring projects along with numerous experienced Field Supervisors and Data Managers. We are organized to respond quickly with an experienced supervisory and management team prepared to commence truck certification and monitoring operations. The Project Manager will be able to perform all duties set out herein. We begin operations with existing staff, while advertising, hiring, and training local monitors. We will assign an experienced Project Manager to every project that is activated. Commencement of operations will include providing qualified, trained personnel to perform debris removal monitoring services. Monitoring services shall include certification of vehicles, verifying eligibility of work, documenting removal services, DMS monitoring, data management, and hauling contractor invoice reconciliation.





# TRUE NORTH MONITORING SERVICES

## **COLLECTION MONITORING**

All field monitoring will be managed and executed to maximize eligible federal and state reimbursement. True North has a strong track record of full reimbursement of eligible project costs. Our collection monitors will inspect and monitor all eligible debris collection work performed by the removal contractors and record the required data for each load.

Daily Field Monitor Operations: Field Supervisors will be assigned to teams of monitors. Our field supervisors are the key to True North's success in ensuring that owners receive full eligible FEMA reimbursement on all projects. True North will stop the effected work in progress that is not being performed or documented in the appropriate manner or which is not in compliance with task orders issued by the County. Such work will be noted for nonpayment. We will inspect work in progress to ensure that removal efforts include only eligible debris in eligible locations.

Our field supervisors have extensive experience in debris management, as well as the ability to effectively train, lead, and supervise monitors. All Field Supervisors are thoroughly familiar with FEMA processes/procedures, and have field experience performing all major monitoring activities, including load ticketing, collection monitoring, disposal monitoring, vehicle certification, communications, and daily reporting. Field Supervisors will report critical information to the County daily.

Collection Monitoring Support Services: True North has experience in all aspects of debris management, including planning, operations, management, monitoring, and accounting systems. Our experience includes all types of debris removal programs, such as ROW debris, leaner/hanger programs, Freon removal, white goods, public property debris, waterway debris, comprehensive private property/ROE debris, marine debris, drainage canal debris, demolition, abandoned vehicles and vessels, beach sand cleaning, animal carcasses, condemnations, hazardous materials, asbestos, and tires.

We have also developed numerous supplemental forms and documentation processes for various types of projects. We utilize daily monitor reports, incident reports, tower logs, etc., on typical projects and we have developed specialized forms for projects involving items such as sand cleaning, vessel removal, and demolition. We document debris every time it moves, i.e., cutting hazardous limbs, loading, unloading at a DMS, reduction, and final haul/disposal or recycling. True North will provide all necessary security and oversight for all operations.

## **DEBRIS COLLECTION PROCESS**

- Debris is identified in the assigned debris zone.
- Debris eligibility is determined and hazards located.
- Debris is loaded by contractor while monitor observes.
- Load is checked by monitor for safety in transport Overhanging debris, and over height loads must be addressed before issuing load ticket.
- Load Ticket is issued to truck driver Electronic or Paper.
- Truck drives to the debris management site (DMS).
- Truck driver gives load ticket to landfill monitor.
- Landfill monitor scores load, records, and logs it on the tower log; Copy of the load ticket returned to the driver.
- Truck unloads, tower monitor verifies empty, and the truck returns to the collection site.





## TOWER MONITORS

DMS/tower monitors are the most critical monitoring positions on a disaster debris project because of the judgment required in rating loads and the number of load tickets finalized at DMS/disposal sites. True North provides a higher level of training to fully prepare Tower Monitors for these challenges.

The efficiency and effectiveness of any Debris Removal Operation is only as good as the operation and management of the disposal sites. Simple fact – one can load only so much debris at curbside without a place to dispose of the material. A safe and smooth running disposal operation greatly enhances the entire debris removal, reduction, and disposal process.

Often permanent disposal sites are not available at the onset of a Debris Removal Operation. This necessitates using a temporary DMS. In many cases these DMS's are used to collect debris, in some cases sort debris, and often reduce the volume of debris by recycling, grinding, chipping, or incineration. Ultimately the material must be moved to the "final resting place."

Many important actions generally occur at the disposal site. These actions include "Calling the Load", ensuring only debris eligible for disposal at the site is accepted, monitoring reduction operations, inspecting loads for hazardous material, and monitoring the safe operation of the site.

#### The Tower Monitor's job duties include but are not limited to:

- Estimate the volume of material in the dump body or hauling container by estimating the percent of full volume or the number of cubic yards of material the load is "short" of being full.
- The disposal site Monitor calculates the volume hauled by taking the Maximum Load Capacity (which is on the
  placard on the truck and also on the load ticket, which should match) times the estimated percentage that he has
  already assigned, which will equal the total Cubic Yards on truck.
- Classify the type of debris delivered to the disposal site to ensure proper documentation and disposal.
- Inspect the loaded debris for possible contamination by household hazardous waste, household garbage, hazardous waste, oil drums, propane containers, etc. and take specific corrective action when needed.
- Complete the required documentation to ensure eligible reimbursement.
- Ensure the hauling trucks are empty of debris before leaving the DMS.

## LOAD TICKET PROCESS DEVELOPMENT

Field monitors will initiate load tickets as debris is loaded from public property and ROW. Information will include address, project, type of debris, and truck number and capacity. Debris site/tower monitors complete each load ticket with a load rating. Monitors will keep a log that contains information such as debris loading site location, loading site monitor's name, supervisor's name, number of load tickets issued during the shift, a listing of load ticket numbers issued or voided, and any problems encountered or anticipated. Load tickets and logs will be available to the County. In addition to the tickets and logs, cumulative data and activity reports on completion progress and issues will be submitted to the County. These reports will include detail of the quantities and types of debris hauled. This information will be used by True North to reconcile pay requests from the contractor.

Since the load ticket process forms the basis of reimbursement, very close observation of debris loading operations is critical, including types of debris and loading site location. Field supervisors will be utilized along with control points to ensure thorough documentation and ticketing of debris loading operations.





## PROJECT MANAGEMENT MEETINGS

Effective communication is vital to the success of all recovery projects. To ensure that all personnel involved in monitoring the debris removal operation are kept up to date, the following meetings and communications are conducted:

- Daily Communication and Safety Meetings: Prior to the start of operations each morning, all monitors are required
  to sign-in at a predetermined location. Meetings are held in each zone and are headed up by the Field Supervisors. At
  these meetings, ongoing training is conducted, changes in FEMA guidance are reviewed, safety issues are addressed,
  and any pertinent information is exchanged. The Field Operations Manager will generally attend daily meetings.
- Periodic Client Meetings: We recommend meeting with the County on a regular basis, to exchange relevant project
  information and progress. True North will provide detailed Daily Operations Reports to the Debris Manager. Typically,
  regular client meetings will be held daily, or multiple times, as desired by the County. Our periodic meetings offer
  another opportunity to meet with staff on operational matters.
- Coordination Meetings with Contractors: True North will initiate meetings with the debris removal contractor to
  help expedite the work and to discuss any issues that may arise during the week. The County personnel will be made
  aware of the time and place of these meetings and invited to join. It is important that the monitor and contractor
  are coordinating with each other to ensure a successful project. In conjunction with these meetings, our staff will
  coordinate with the County personnel as needed on any issues that may arise in the field.

#### DEBRIS MANAGEMENT CONTRACTOR WORKFORCE AND EQUIPMENT REGISTRATION AND TRACKING

True North will ensure FEMA required documentation such as time sheets, work logs, and equipment use sheets are correctly utilized to show the work was disaster-related and support the hours claimed on the force account summary forms submitted for the project.

#### TRUCK CERTIFICATION, REGISTRATION, AND EQUIPMENT IDENTIFICATION IN THE FIELD

Certification, documentation, and validation of truck measurements is required by FEMA. Our staff will provide the measurements of the truck and trailer beds and review the compliance with requirements such as limitations of extensions above metal rails. The truck measurements will be recorded and entered into a spreadsheet for validation. Whenever load tickets and truck numbers are entered throughout the project, the database will verify that the truck bed capacity matches the truck number and certified volume. For additional documentation, each measured truck will be photographed. Summary books of all certified vehicles will be maintained at each DMS and final disposal sites to verify vehicles and equipment and for quality control purposes.

To haul and dispose of disaster debris a Debris Contractor vehicle must be certified and have a corresponding truck placard affixed to the side of the vehicle (i.e., that portion that will carry debris), and tandem vehicles will receive a certification and placard for each unit that carries debris.

#### DOCUMENT MANAGEMENT AND CONTROLS, INCLUDING LOAD TICKETS AND REPORTS

Field monitors will initiate load tickets as debris is loaded from public property and ROW. Information will include address, project, type of debris, and truck number and capacity. Debris site/tower monitors complete each load ticket with a load rating. Monitors will keep a log that contains information such as debris loading site location, loading site monitor's name, supervisor's name, number of load tickets issued during the shift, a listing of load ticket numbers issued or voided, and any problems encountered or anticipated. Load tickets and logs will be available to Polk County. In addition to the tickets and





logs, cumulative data and activity reports on completion progress and issues will be submitted to the city. These reports will include detail of the quantities and types of debris hauled. This information will be used by True North to reconcile pay requests from the contractor.

Since the load ticket process forms the basis of reimbursement, very close observation of debris loading operations is critical, including types of debris and loading site location. Field supervisors will be utilized along with control points to ensure thorough documentation and ticketing of debris loading operations.

True North will scan and make available in digital format all project deliverables and other source documentation as requested by Polk County.

True North will provide detailed status reports to Polk County for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward graphical manner for officials to provide information to the media or to their constituents. These reports can be customized to fit the specific needs of Polk County.

## DATA COLLECTION

The process begins when monitors initiate electronic load tickets as hauling units are loaded. Basic information is recorded including; address, GPS location, debris type/pay item, monitor, driver, vehicle certification number, date, time, and other relevant information. At the completion of loading, the electronic data is encrypted and electronically labeled for a specific driver and hauling unit. This electronic ticket is provided to the driver to be delivered to the Tower Monitor at the landfill or Debris Management Site (DMS). The driver provides this encrypted data medium to the Tower Monitor, who downloads the electronic load ticket into the True North data management system and rates the load by percentage full. Although the primary data is electronic, a paper ticket is printed at the landfill or DMS to provide archive copies for the Owner, contractor and driver, as a record of the load.

The True North electronic ticketing and data management system has numerous cross checks and internal controls to ensure accurate data capture and to minimize errors. The True North database, with electronic load tickets, forms the basis for contractor invoice reconciliation and recommendation to the owner for payment. The database will manage all information collected in real time (live mode), daily (sync mode) or a combination of the two modes (i.e. Sync Mode for field monitors and Live Mode for Tower Operations). Additional information, such as photographs, are electronically linked to individual records in the data management system.

The core of the True North data management and electronic ticketing system is a fully relational database. This provides a strong backbone to allow for project specific applications, system flexibility, and system upgrades driven by technology advances and changes to federal regulations. Key features of the system include:

- Designed to expedite and improve accuracy of debris data collection
- The Hand Held Units collect data electronically without the use of paper tickets
- Units have built in GPS receivers for tracking
- Hand Held Units operate without cellular support
- Encrypted transfer of e-Ticket information from collection site to Tower
- Paper Load Tickets are generated at Tower
- Two servers are maintained at separate locations for data security





## DATA ASSIMILATION/INTEGRATION

The electronic load tickets will be checked daily in our database that was developed to specifically record pertinent information for queries and accounting of the hauled debris. The database will be used to process pay requests from the contractor and to manage the data from the tickets for accounting and auditing purposes with FEMA. In addition, zone maps will be updated to reflect where debris was collected.

True North will provide a data management team to reconcile load tickets daily and develop up-to-date, accurate information available to FEMA and Polk County. We will review contractor pay requests, provide supporting documentation and make recommendations to the County based on FEMA policy. True North will document hazardous tree and limb removal including GPS coordinates and digital photography. We will provide comprehensive reports on data reconciliation and debris clearance on a regular basis.

## **GIS REPORTING**

True North will import project data into a GIS reporting system to produce progress summary reports and maps. Utilizing un-reconciled data these can be generated daily within hours of completion of field operations. True North can use this data for debris removal mapping for an overall picture of project progress without the delays normally associated with manual data entry.

#### COMMUNICATIONS WITH DEBRIS MANAGEMENT CONTRACTOR WORKFORCE

True North will initiate meetings with the debris removal contractor to help expedite the work and to discuss any issues that may arise during the week. Polk County personnel will be made aware of the time and place of these meetings and invited to join. It is important that the monitor and contractor are coordinating with each other to ensure a successful project. In conjunction with these meetings, our staff will coordinate with Polk County personnel as needed on any issues that may arise in the field.

## STATUS REPORTS AVAILABLE UPON REQUEST

Database management

Quality Assurance (QA) for Loading Site Monitors

**Quality Assurance for DMS Operations Monitors** 

**Quality Assurance for Landfill Operations Monitors** 

Complaint tracking and resolution

Monitoring workforce health and safety training and compliance monitoring

## DAILY, WEEKLY AND PROJECT STATUS REPORTS

True North will provide detailed status reports. These reports will be developed for automated generation by our comprehensive data management system. Relevant project statistics and cumulative statistics will be shown in a straight forward graphical manner, for officials to provide information to the media or to their constituents. These reports will be customized to fit the specific needs of the County, and will also include information such as number of vehicles operating, total loads hauled, and cubic yards hauled. The data will be reported in categories by zone, contractor, debris type, average load volume, and citizen drop-off sites. These reports can be customized to meet the needs of Polk County.





# TRUE NORTH ELECTRONIC TICKETING SYSTEM (ADMS)

Automated Debris Management Systems (ADMS) are changing the debris monitoring and recovery process for the better. Properly implemented systems eliminate traditional paper load tickets and provide a more efficient and cost-effective data capture while eliminating many of the human errors associated with traditional data entry. Not only does E-Ticketing assist the project collection and disposal monitors with data collection efficiency, accuracy, and completeness, it potentially eliminates thousands of hours of manual data entry of load tickets and photographs into a project database.

True North has invested considerable resources in developing our state-of-the-art data management system. The True North Data Management System is a scalable and dynamic debris monitoring application that will provide a detailed and accurate electronic load ticketing process following a disaster event.

Our ADMS is a true standalone ticketing system that has the ability to operate under extreme environmental conditions both with (Live Mode) and without access to the internet, cell towers, or Wi-Fi (Sync Mode). Our extensive field experience has taught us that adequate cell service is not always available even under the best conditions. By not being restricted to a "live mode" only, True North can effectively implement our system from the very beginning of a project when electricity and cell towers may be unavailable or compromised. The True North ADMS system establishes, stores, and provides all the necessary documentation required by FEMA, FHWA, and all other applicable federal, state, and local agencies to assist in maximizing your eligible disaster debris reimbursement.

The True North Data Management System provides the client with almost real-time project progress information. Progress summary reports and maps, utilizing un-reconciled data, can be generated daily within hours of completion of field operations. True North can use this data for debris removal mapping for an overall picture of project progress without the delays normally associated with manual data entry. Creating project specific updates and reports are straightforward and quickly implemented. We can add additional Hand-Held Units easily and efficiently if needed. The use of multiple backup servers and frequent data system backups virtually eliminates the risk of data loss.

## DATABASE REPORTING

**Data Administration:** All load tickets and debris site data will be entered daily into our Automated Debris Management System (ADMS). This system has proven to be invaluable on complex projects. While managing ROW vegetative and C&D debris is relatively simple, tracking numerous communications, types of debris, and inspections for each individual ROE property requires a well-designed data base system.

Cross-checks are built into our data system, which shows caution flags when unexpected parameters are detected. Examples of data base "flags" could be short turn-around of a hauling unit, discrepancy on capacity, or high loads per day. Our data management system can be organized and sorted by an array of factors to generate comprehensive reports. We will work with you to develop an automatic daily report format to meet your information needs. We can generate custom reports from the data base to provide a wide range of project information. This reporting will be valuable in determining the need for additional passes, new programs, modifications to the scope of the project, etc. GPS coordinates are recorded and digital photographs are gathered to document critical activities, including all unit price tree removals, to meet FEMA requirements.

Daily Operational Reports: True North will provide detailed daily status reports. These reports will be developed for automated generation by our comprehensive data management system. Relevant project statistics and cumulative statistics will be shown in a straight forward graphical manner for officials to provide information to the media or to their constituents. These reports will be customized to fit the specific needs of the County, and will also include information





such as number of vehicles operating, total loads hauled, and cubic yards hauled. The data will be reported in categories by zone, contractor, debris type, average load volume, and citizen drop-off sites.

**Cost Tracking:** True North's data management system can be used for detailed tracking of project costs. Costs will be tracked by zones, by contractor, and other relevant categories as requested by the County. This system will be used to develop periodic reports, to reconcile contractor invoices and to develop documentation to support FEMA reimbursement.

## TICKET FLOW/DATABASE

The process begins when monitors initiate electronic load tickets as hauling units are loaded. Basic information is recorded including; address, GPS location, debris type/pay item, monitor, driver, vehicle certification number, date, time, and other relevant information as well as photos if necessary. At the completion of loading, the electronic data is encrypted and electronically labeled for a specific driver and hauling unit. The encrypted data is provided to the driver to be delivered to the Tower Monitor at the landfill or Debris Management Site (DMS). The driver provides this encrypted data to the Tower Monitor, who downloads the electronic load ticket into data management system and rates the load by percentage full. Although the primary data is electronic, a paper ticket is printed at the landfill or DMS to provide archive copies for the Owner, contractor and driver, as a record of the load. The electronic ticket is then completed and another e-ticket can be initiated for the hauling unit.

The True North electronic ticketing and data management system has numerous cross checks and internal controls to ensure accurate data capture and to minimize errors. The True North ADMS database, with electronic load tickets, forms the basis for contractor invoice reconciliation and recommendation to the owner for payment. The database will manage all information collected in real time (live mode), daily (sync mode) or a combination of the two modes (IE. Sync Mode for field monitors and Live Mode for Tower Operations). Additional information, such as photographs, are electronically linked to individual records in the data management system.

We are also able to track submerged marine sonar targets by GPS and to track targets visited, targets recovered and targets cleared. True North will work with the owner to develop specific tracking procedures for each project. We tracked this type of data on over 9,000 targets following Hurricane lke for the Texas General Land Office (GLO). The data management system can also record and track dredge material quantities for validation and reconciliation purposes.

The core of the True North data management and electronic ticketing system is a fully relational database. This provides a strong backbone to allow for project specific applications, system flexibility, and system upgrades driven by technology advances and changes to federal regulations. Key features of the system include:

- Designed to expedite and improve accuracy of debris data collection
- The Hand Held Units collect data electronically without the use of paper tickets
- Units have built in GPS receivers for tracking
- Hand Held Units can operate without cellular support
- An encrypted and tamper proof system is utilized to transfer e-Ticket information.
- Paper Load Tickets are generated at Tower
- Multiple servers are maintained at separate locations for data security
- The True North Data Management system is web-based and is password protected for efficient reporting and tracking





# TRUE NORTH

## **PLANNING STANDARD**

# Polk County, Texas Planning Standard Planning Standard - 6/20/2022

#### **ASSUMPTIONS:**

Total Debris: 500,000 cubic yards generated by Hurricane Laura

1 Debris Management Site (DMS) and 1 Landfill

90 - Work Day Project Duration (80 Haul-In Days to allow for 10 Haul-Out Days)

Each Loading Crew removes 600 CY/Day\*

10.5 Collection/Field Monitors and 2 DMS/Tower Monitors

12 Hour/Day, 7 Day per Week Operation

10.42 rounded to 10

Position	Personnel	Hours/	Work	Estimated	ŀ	lourly	Esti	mated
	(Number)	Day	Days	Hours		Rate	Fee	
Project Manager	1	12	90	1,080	\$	105.00	\$	113,400.00
Operations Manager	1	12	80	960	\$	95.00	\$	91,200.00
Scheduler/Expeditors	0	2	80	-	\$	39.00	\$	51,200.00
GIS Analyst	1	1	80	80	\$	85.00	\$	6,800.00
Field Supervisor	2	12	90	2,160	Š	85.00	\$	183,600.00
Debris Site/Tower Monitor	<b>2</b> ,	12	90	2,160	\$	34.50	\$	74,520.00
Environmental Specialist	1	1 -	90	90	\$	95.00	\$	8,550.00
Proj Inspectors (Citizen Dropoff)	0	12	90	-	\$	34.50	\$	·-
Crew Monitors	10	12	80	9,600	\$	34.50	\$	331,200.00
Load Ticket Data Entry Clerk	0	8	90	-	\$	29.00	\$	-
Billing/Invoice Analyst	1	1	90	90	\$	45.00	\$	4,050.00
Project Coordinator	1	8	90	720	\$	45.00	\$	32,400.00
Residential Monitors	0	8	90	_	\$	34.50	\$	· :=+
Automated Ticketing Spec.	1	12	90	1,080	\$	45.00	\$	48,600.00
Aerial Photographer	1.	1.	90	90	\$	45.00	\$	4,050.00
Data Manager	1	4	90	360	\$	45.00	\$	16,200.00
Safety Manager	1	1	90	90	\$	45.00	\$	4,050.00
Administrative Assistant	1	8	90	720	\$	45.00	\$	32,400.00
FEMA PA Policy Specialist	1	1	90	90	\$	45.00	\$	4,050.00
Total Labor				15,090			\$	955,070.00



# DEBRIS MONITORING AND CONSULTING FIRM BID PRICING FORM

ITEM NO.	POSITION DESCRIPTION	NO. OF NEEDED PERSONNEL	HOURLY RATE	RATE TOTAL
1.	Project Manager	1	\$ 105.00	\$113,400
2.	Operations Manager	1	\$ 95.00	\$91,200
3.	Scheduler/Expeditors	0	\$ 39.00	\$ O
4.	GIS Analyst	11	\$ 85.00	\$ 6,800
5.	Field Supervisors	2	\$ 85.00	\$183,600
6.	Debris Site/Tower Monitor	2	\$ 34.50	\$74,520
7.	Environmental Specialist	1	\$ 95.00	\$ 8,550
8.	Project Inspectors (Citizen Drop-Off Site Monitors)	0	\$ 34.50	<b>\$</b> 0
9.	Field Coordinators (Crew Monitors) Loading Debris Monitors Roving Debris Monitors Loading Site Monitors	10 included included included	\$ 34.50 \$ 34.50 \$ 34.50 \$ 34.50	\$331,200 \$0 \$0 \$0
10.	Load Ticket Data Entry Clerks (QA/QC)	0	\$ 29.00	<b>\$</b> 0
11.	Billing/Invoice Analyst	1	\$ 45.00	\$ 4,050
12.	Project Coordinators	1	\$ 45.00	\$32,400
13.	Residential Monitors	0	\$ 34.50	\$0
14.	Automated Ticketing Specialist	1	\$ 45.00	\$48,600
15	Aerial Photographer	1	\$ 195.00	<b>\$ 195</b>
16.	Data Manager	1	\$ 85.00	\$30,600
17.	Safety Manager	1	\$ 125.00	<b>\$11,250</b>
18,	Administrative Assistant	1	\$ 32.00	\$23,040
19.	FEMA Public Assistance Policy Specialist	1	\$ 115.00	\$10,350



ITEM NO.	POSITION DESCRIPTION	NUMBER NEEDED	HOURLY RATE	RATE TOTAL
20.	Other Positions			-
	Sr. Public Assistance Consultant  Public Assistance Consultant	1 1	\$ 145.00 \$ 125.00	\$ \$145.00 \$125.00
21.	Other Fees		\$	\$
			\$	\$ \$

RESPONDENTS MAY <u>NOT MODIFY</u> THE BID PRICING FORM ITEMS 1 THROUGH 19. RESPONDENTS HAVE THE OPTION TO COMPLETE ITEMS 20 AND 21 "RATES/PRICING FOR OTHER POSITIONS AND OTHER FEES FOR ITEMS NOT LISTED IN THE BID PRICING FORM ITEMS 1 THROUGH 19."





# APPENDIX FORMS AND ADDITIONAL INFORMATION

#### **EXCEPTIONS, DEFICIENCIES AND DEVIATIONS FORM**

Following is a listing of ALL exceptions, deficiencies and deviations from the requirements and/or provisions as outlined in this Request for Proposals. Unless specifically listed here, your response will be considered to be in FULL compliance with the RFP. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of the RFP stipulated must be fulfilled at no additional expense to Polk County, Texas.

See Attached Page			 
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	4		
		,	
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	-		
-			





# TRUE NORTH

## **EXCEPTIONS. DEFICIENCIES AND DEVIATIONS**

#### RFP Page 6 Paragraph 5

The successful Contractor shall defend, indemnify, and hold harmless Polk County, Texas from any and all liability or loss of any nature whatsoever arising out of or relating to the Contractor performing work on County premises, including, without limiting the generality of the foregoing coverage, any act or omission of the contractor, its agents, servants, employees, or invitees in the execution or performance of the contract.

#### Change to:

The successful Contractor shall defend, indemnify, and hold harmless Polk County, Texas from any and all liability or loss of any nature whatsoever arising out of or relating to the Contractor performing work on County premises, including, without limiting the generality of the foregoing coverage, any negligent act or omission of the contractor, its agents, servants, employees, or invitees in the execution or performance of the contract.

RFP Page 8 Section 3. Minimum Insurance Requirements, Subsection 2) Professional Liability appropriate for performance of position

\$500,000 per occurrence and in the aggregate

Change to:

\$500,000 per claim and in the aggregate





#### **VENDOR REFERENCES**

Please list three (3) references, **not including Polk County, Texas**, who can verify your performance as a contractor. Performance includes but shall not be limited to, sales and/or service, delivery, invoicing, and other items as may be required for Polk County, Texas to determine your firm's ability to provide the intended goods or service of this RFP. The County prefers references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this RFP. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your proposal.

REFERENCE ONE				
GOVERNMENT/COMPANY NAME: Chambers County, Texas				
ADDRESS: 2128 Hwy 61 P.O. Box 957 Anahuac, TX 77514				
CONTACT PERSON AND TITLE: William C. Vola, Deputy Emergency Manager				
TELEPHONE NUMBER: 409.267.2445				
E-MAIL ADDRESS: wcvola@chamberstx.gov				
SCOPE OF WORK: Debris Monitoring				
CONTRACT PERIOD: Dates of Service - September 2017 – January 2018				
REFERENCE TWO				
GOVERNMENT/COMPANY NAME: City of Fairhope, Alabama				
ADDRESS: 161 North Section St. Fairhope, AL 36532				
CONTACT PERSON AND TITLE: Richard D. Johnson, PE, Dir. of Public Works				
TELEPHONE NUMBER: Office: 251-929-0360 Cell: 251-423-7418				
E-MAIL ADDRESS: richard.johnson@fairhopeal.gov				
SCOPE OF WORK: Debris Monitoring and PA				
CONTRACT PERIOD: September 2020 - November 2021				
REFERENCE THREE				
GOVERNMENT/COMPANY NAME: Beauregard Parish, Louisiana				
ADDRESS: 201 W. 2nd Street DeRidder, LA 70634				
CONTACT PERSON AND TITLE: Bryan McReynolds, Parish Administrator				
TELEPHONE NUMBER: 337.463.7019				
E-MAIL ADDRESS: bryanm@beauparish.org				
SCOPE OF WORK: Debris Monitoring				
CONTRACT PERIOD: September 2020 – MAY 2021				

## PROPOSAL SIGNATURE FORM

The undersigned agrees this proposal becomes the property of Polk County, Texas after the official submission.

The undersigned affirms firm has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be ninety (90) calendar days unless a different period is noted by the Respondent.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of Polk County, Texas, and that the contents of this proposal have not been communicated to any other Respondent or to any employee of Polk County, Texas prior to the official submission of this RFP.

The undersigned hereby assigns to purchase any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package. *Failure to sign and return this form will result in the rejection of the entire proposal.* 

Signature Tune	to turn X
	Representative
NAME AND ADDRESS OF COMPANY:	
True North Emergency Management, LLC	Date 06/20/2022 Name
2501 Avenue J, Suite 120	Title Derrick P. Tucker, PE, Sr. Vice President
Arlington, TX 76006	Fax No. <u>817-265-8532</u>
Tel. No. <u>817-548-0696</u>	
E-Mail Address: derrick.tucker@neel-schaffer.co	<u>om</u>
AFTER HOURS EMERGENCY CONTACT:	
Name Derrick Tucker PF	Tel No Mobile: 601-506-3298

COMPANY IS:
Business included in a corporate income Tax Return? X_YESNO
X Corporation organized and existing under the laws of the State of Texas
Partnership consisting of
Individual trading as
XPrincipal offices are in the city ofArlington, Texas

# **CERTIFICATION OF ELIGIBILITY**

By submitting a proposal in response to this solicitation, the Respondent certifies that at the time of submission, it is not on the Federal Government's list of suspended, ineligible, or debarred contractors (Sam.gov), State of Texas debarment list on the Texas State Comptroller's website, or listed on the Texas State Comptroller's Divestment Statute List.

In the event of placement on the lists between the time of proposal submission and time of award, the Respondent will notify the RFP Coordinator, Stephanie Dale, County Assistant Auditor of Polk County, Texas, by e-mail at Stephanie.Dale@co.polk.tx.us. Failure to do so may result in terminating this contract for default.

Signature Junet Turker

THIS FORM MUST BE SIGNED.

The Polk County, Texas Commissioners Court desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and thereby consider the safety records of potential contractors prior to awarding this RFP. Pursuant to Section 262.0435 of the Local Government Code, Polk County, Texas has adopted the following written definition and criteria for accurately determining the safety record of a Respondent prior to award of this RFP.

The definition and criteria for determining the safety record of a Respondent for this consideration shall be:

If the Respondent in response to the questions in this Questionnaire reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the Respondent for serious violations of OSHA regulations within the past three (3) years, County will, at its discretion, determine whether to disqualify the Respondent.

If the Respondent in response to the questions in this Questionnaire reveals more than one (1) case in which Respondent has received a citation from an environmental protection agency for violations within the past five (5) years, County will, at its discretion, determine whether to disqualify the Respondent. Environmental Protection Agencies include the U.S. Army Corps of Engineer (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), and its past associated agency: the Texas Natural Resource Conservation Commission (TNRCC), the Texas Department of Health, the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

If the Respondent in response to the questions in this Questionnaire reveals that the Respondent has been convicted of a criminal offense within the past ten (10) years which resulted in serious bodily harm or death, County will determine whether to disqualify the Respondent.

In order to obtain proper information from Respondents so that County may consider the safety records of potential contractors prior to awarding bids on County contracts, Polk County, Texas requires that Respondents answer the following three (3) questions and submit them with their proposals:

#### **QUESTION ONE**

Has the Respondent, or the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

If the Respondent has indicated **Yes** for question number one above, the Respondent must provide Polk County, Texas, with its proposal response, the following information with respect to each such citation.

- 1. Date of offense;
- 2. Location of establishment inspected;
- 3. Category of offense;
- 4. Final disposition of offense, if any; and
- 5. Penalty assessed.

#### **QUESTION TWO**

Has the Respondent, or the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations with the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

Yes	X	No

If the Respondent has indicated Yes for question number two above, the Respondent must provide Polk County, Texas, with its proposal response, the following information with respect to each such citation.

- 1. Date of offense;
- 2. Location where offense occurred;
- 3. Type of offense;
- 4. Final disposition of offense, if any; and
- 5. Penalty assessed.

QUES	TION THREE
or any	ne Respondent, or the firm, corporation, partnership, or institution represented by Respondent rone acting for such firm, corporation, partnership, or institution, ever been convicted, within the in (10) years, of a criminal offense which resulted in serious bodily injury or death?
-	Yes <u>X</u> No
	Respondent has indicated <b>Yes</b> for question number three above, the Respondent must provide to ounty, Texas, with its proposal response, the following information with respect to each such a.
1.	Date of offense;
2.	Location where offense occurred;
<b>3</b> .	Type of offense;
4.	Final disposition of offense, if any; and
5.	Penalty assessed.
info by	ertify that I have made no willful misrepresentations in this Questionnaire nor have I withheld brown and the information given me in this questionnaire will be investigated, with my full permission, and that any srepresentations or omissions may cause my proposal to be rejected.
	Date:
	06/20/2022  Jesuch Tuckur.  Signature
	Derrick Tucker, PÉ Printed Name

Senior Vice President
Title

#### **ENVIRONMENTAL COMPLIANCE AND SAFETY RECORD**

Pursuant to Sections 252.0435 of the Texas Local Government Code, the County shall consider the environmental compliance/safety record of the Respondents and may determine at its reasonable discretion the disqualification of any Respondent which in response to the following question reveals more than two (2) or more violations, with the severity and nature of the violations to be considered in the determination.

Has the Respondent, or the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such firm, corporation, partnership, or institution, received citations for violations of environmental laws within the past three years? Citations include, but are not limited to: notices of violation; suspensions/revocations of state/federal licenses or registrations; fines assessed; pending criminal complaints; indictments; convictions; deferred adjudications; administrative orders; draft orders; final orders; and final judgments. Any citations from the following agencies must be supplied: Environmental Protection Agency (EPA); Texas Commission on Environmental Quality or its past associated agencies such as the Texas Natural Resource Conservation Commission (TNRCC), the Texas Water Commission, and the Texas Air Control Board; and the Texas Department of State Health Services and its predecessor agency the Texas Department of Health. Also include any citations from environmental regulatory agencies of other states of the United States.

Yes	Х	No
100	, ,	110

If the Respondent has indicated **Yes** for question number one above, the Respondent must provide Polk County, Texas, with its proposal response, the following information with respect to each such citation.

- 1. Date of Citation;
- Location of establishment inspected;
- 3. Category of offense;
- 4. Final disposition of offense, if any; and
- 5. Penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.

Date: 06/20/2022	Jesuch tucker
	Signature
	Derrick Tucker, PE
	Printed Name
	Senior Vice President
	Title

# Certification Regarding Lobbying (To be submitted with each bid or offer exceeding \$100,000)

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

- (a) 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.
- (b) 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.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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).

True North Emergency

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

<i>y</i> ·
Jesuch tuchin
Signature of Contractor's Authorized Official
Derrick Tucker, PE, Senior Vice President
Printed Name and Title of Contractor's Authorized Officia
06/20/2022

Date

#### Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

Status of Federal Action: None Type of Federal Action: None Report Type: a. contract a. bid/offer/application a. initial filing b. grant b. initial award b. material change c. cooperative agreement c. post-award d. loan e. Ioan guarantee f. loan insurance If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Reporting Entity: Name and Address of Prime: Prime Subawardee Tier \_\_, if Known: True North Emergency Management, LLC 2501 Avenue J, Suite 120 Arlington, TX 76006 Congressional District, if known: Congressional District, if known: Federal Department/Agency: 7. Federal Program Name/Description: CFDA Number, if applicable: Federal Action Number, if known: 9. Award Amount, if known: 10. a. Name and Address of Lobbying Registrant b. Individuals Performing Services (including (if individual, last name, first name, MI): address if different from No. 10a) (last name, first name, MI): 11. Information requested through this form is which Turken authorized by title 31 U.S.C. section 1352. This Signature: disclosure of lobbying activities is a material representation of fact upon which reliance was placed Print Name: Derrick Tucker, PE by the 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 Title: Senior Vice President 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 Telephone No.: 817-548-0696 Date: 06/20/2022 than \$10,000 and not more than \$100,000 for each such failure. Federal Use Only Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

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.	OFFICEUSEONLY		
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).	Date Received		
By taw 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 176.008(a-1), Local Government Code.			
A vendor commits an offense if the vendor knowingly violates Section 176.096, Local Government Code. An offense under this section is a misdemeanor.			
1 Name of vendor who has a business relationship with local governmental entity.			
N/A			
Check this box if you are filing an update to a previously filed questionnaire. (The law recompleted questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	ss day after the date on which		
3 Name of local government officer about whom the information is being disclosed.			
Name of Officer			
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 texable income, other than investment income, from the vendor?			
other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more.	officer or director, or holds an		
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(b), excluding gifts described in Section 176.003(			
	0/2022 Deta		

www.ethics.state.tx.us

Form provided by Texas Ethics Commission

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Revised 1/1/2021

## **CONTRACTOR MBE/WBE IDENTIFICATION**

Minority Business Enterprise (MBE) - The Respondent represents that it:
is, _Xis not a minority-owned business
Woman Business Enterprise (WBE) - The Respondent represents that it:
in V in male accompany accompany has been been as
is, _X is not a woman-owned business

Contractor MBE/WBE Identification is included in the RFP and must be submitted with the response.

## **CERTIFICATE OF INTERESTED PARTIES**

FORM 1295

1 of 1

					1011	
-	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.		CEI	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.			Certificate Number:		
	True North Emergency Management, LLC		2022	2-900891		
	Arlington, TX United States		Date	Filed:		
2				06/17/2022		
	being filed.					
Polk County		Date	Date Acknowledged:			
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.				vide a	
	RFP 2022 Disaster Debris Monit Prepositioned Contracts for Disaster Debris Monitoring and C	Consulting Services				
4			·		finterest	
	Name of Interested Party	City, State, Country (place of bus	inessj	Controlling	plicable) Intermediary	
Τι	ocker, Derrick	Arlington, TX United States		Condoming	X	
Lu	cius, Nelson	Arlington, TX United States			Х	
Ne	eel, Hibbett	Jackson, MS United States		х		
Ne	eel-Schaffer Engineers and Planners, Inc	Jackson, MS United States		х	<u> </u>	
	/n					
_						
				ı		
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION	r				
	My name is Derrick Tucker, PE	, and my date	of birth is	s <u>05/03/1965</u>	<u>.         </u> .	
	My address is 2501 Avenue J, Suite 120 (street)	, Arlington	TX_, (state)	76006 (zip code)	USA (country)	
I declare under penalty of perjury that the foregoing is true and correct.						
	Executed in Tarrant Count	ty, State of <u>Texas</u> , on th	e <u>20</u>	day of <u>June</u>	, 20 <u>22</u>	
	•		<del>,</del>	(month)	(year)	
		Signature of authorized agent of c (Declarant)	ontractin	g business entity		

## EXHIBIT E THE REQUEST FOR PROPOSALS (RFP)



## RFP 2022 – Disaster Debris Monitoring

## **Request for Proposal for**

# Prepositioned Contracts for Disaster Debris Monitoring and Consulting Services

For Polk County, Texas
City of Corrigan, Texas
City of Goodrich, Texas
City of Onalaska, Texas
City of Seven Oaks, Texas

Questions Due: Thursday, June 16, 2022 at 12 p.m. (Noon)

Proposal Due Date: Friday, June 24, 2022 at 2 p.m.

Polk County Auditor's Office Attn: Stephanie Dale, Assistant Auditor 602 E. Church St., Ste. 108 Livingston, Texas 77351

#### **SOLICITATION SUMMARY**

#### 1 GENERAL DESCRIPTION

Polk County, Texas ("County") is seeking proposals for pre-positioned contracts for disaster debris monitoring and consulting services. It is the intent of the County to award contracts to a Primary and a Secondary Contractor for these services in order to ensure adequate resources at the time of an event. Polk County is procuring this service for a single contract with the selected Contractors to cover Polk County, Texas and the cities of Corrigan, Goodrich, Onalaska, and Seven Oaks ("Cities").

Contractors are advised that the Contracts with Polk County, Texas, may be used to assist other jurisdictions within Polk County, Texas, through a Mutual Aid Agreement.

#### 2 SCHEDULE OF EVENTS

Please find below a Schedule of Events for this solicitation. The County reserves the right to revise the Schedule of Events if such revision is deemed to be in the best interest of the County.

RFP Release Date:..... June 8, 2022

RFP Advertise Dates: ....... June 9, 2022, June 12, 2022, June 16, 2022, June 19, 2022, June 23, 2022

Deadline for Questions: ..... June 16, 2022 at Noon (12 p.m.) (Central Time)

Proposal Due Date and Time: June 24, 2022 at 2 p.m. (Central Time)

Commissioners Court Date: June 28, 2022

#### 3 CONTRACT TERM

Three (3)-year period with options to renew for two (2) additional one (1)-year periods.

Selected Respondents will be awarded a three-year contract, hereinafter referred to as "Contract." County, at its discretion and upon mutual consent of all parties involved, may choose to extend the Contract for an additional two one (1) year periods. All prices, terms, and conditions must remain firm during the duration of the Contract and any extensions. Services provided will be paid for from the appropriate fiscal year funds provided by County. Contracts are subject to availability of funds from the County. All representations made by any departments are subject to the fiscal year funding and/or appropriations and do not represent an obligation on the part of County, and the State of Texas.

#### 4 APPLICABLE LAWS

This solicitation is being conducted in accordance with Texas Local Government Code Title 8, Subtitle A, Chapter 252.

This solicitation is being conducted in accordance with 2 C.F.R. Procurement Standards.

#### 5 REQUEST FOR PROPOSAL DOCUMENT

This RFP will be advertised in the Polk County Enterprise newspaper, which will direct respondents to the Polk County, Texas website at <a href="www.co.polk.tx.us">www.co.polk.tx.us</a> for a copy of the RFP. Questions regarding the RFP may be submitted by email to the RFP Coordinator, Stephanie Dale at <a href="Stephanie.Dale@co.polk.tx.us">Stephanie.Dale@co.polk.tx.us</a> no later than Thursday, June 16, 2022 at 12:00 pm (noon).

#### **6 INSURANCE REQUIREMENTS**

Before a contract can be executed, the successful respondent shall provide evidence of insurance coverage in accordance with the "Insurance Provisions" section of the Special Provisions contained within this solicitation document. Respondents and their insurance agent, broker or representative must review the insurance provisions to understand its requirements and cost to contract with the County. An insurance affidavit is included in this solicitation to verify the respondent and its insurance agent, broker or representative will comply with the insurance provisions if a contract is awarded.

## **IMPORTANT**

## REQUIREMENT FOR BID / PROPOSAL SUBMITTAL

Bid/Proposal submittals must be properly labeled to ensure they are not inadvertently opened before the designated time. Therefore, please affix the label below to the outside of the sealed bid/proposal submittal package(s).

If the delivery service used (i.e. FedEx, UPS, courier, etc.) does not permit this label to be affixed on the outside of their delivery box or envelope, then the respondent/proposer must seal the contents of their bid/proposal and affix this label on the sealed package before they place that package in the box or envelope provided by the delivery service. If this label is not used, it is the respondent's responsibility to ensure this information is written on the outside of the delivery package. Bids or proposals received by Polk County, Texas that do not have the information requested below displayed on the outside of their bid or proposal may be rejected.

POLK COUNTY, TEXAS BID / PROPOSAL SUBMITTAL LABEL
Bid / Proposal Name: RFP 2022 - Disaster Debris Monitoring
Due Date and Time: June 24, 2022 at 2 p.m.
Company Name:
Contact Name:
Company Address:
Telephone Number:

## NO BID/PROPOSAL INFORMATION FORM

SOLICITATION TITLE: RFP 2022 - DISASTER DEBRIS MONITORING

If your firm elects not to submit a proposal, please complete and email this form to:

### Stephanie Dale, Assistant Auditor Polk County, Texas Email: stephanie.dale@co.polk.tx.us

Plea	Please check all that apply:			
	Do not sell the item(s) or services required			
	Cannot be competitive			
	Cannot meet the specifications or qualifications described in the attached RFP			
	Cannot provide insurance required			
	Cannot provide bonding required			
	Cannot comply with indemnification requirements			
	Job too large			
	Job too small			
	Do not wish to do business with the County			
	Company's current workload does not allow for additional work			
	Other reason:			
Com	pany Name:			
A (1-				
Auth	orized Officer or Agent:			
Telep	Telephone: Facsimile Number:			
Emai	il:			

Polk County, Texas is soliciting proposals for DISASTER DEBRIS MONITORING AND CONSULTING SERVICES.

Respondent must provide eleven (11) copies of their proposal: (1) original and nine (9) copies, and one (1) electronic copy on a USB thumb drive. Proposals must be received in the Auditor's Office on or before Friday, June 24, 2022 at 2 p.m. Proposals are to be delivered to:

Polk County, Texas
ATTN: Stephanie Dale, Assistant Auditor
602 E. Church Street, Ste. 108
Livingston, TX 77351

All proposals, including a "NO BID", are due in the Auditor's Office by the due date in sealed envelopes or boxes. All proposals must be clearly marked with the RFP Title, the name of the company submitting the proposal package, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. Original proposal must be clearly marked "ORIGINAL" and contain all original signatures.

Any proposal received after the date and hour set for RFP opening will not be accepted. Respondent will be notified and will advise the County as to the disposition by either pick up, return at Respondent's expense, or destroyed with written authorization of the Respondent. If proposals are sent by mail to the Auditor's Office, the Respondent shall be responsible for actual delivery of the proposal package to the Auditor's Office before the date and hour set for RFP opening. If mail is delayed either in the postal service or in the internal mail system of Polk County, Texas beyond the date and hour set for the RFP opening, proposals thus delayed will not be considered and will be disposed of as authorized.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Respondent guaranteeing authenticity. After the official opening, proposals become the property of Polk County, Texas and may not be amended, altered or withdrawn.

Polk County, Texas is exempt from Federal Excise and State Sales Tax. The County is not exempt from Surplus Lines Tax or Texas Stamping Tax. Therefore, only applicable taxes must be included in this proposal.

No oral explanation by County officials or employees in regard to the meaning of the proposal specifications will be made and no oral instructions will be given before the award of the contract. Requests from interested Respondents for additional information or interpretation of the information included in the RFP should be directed in writing, via email to: Stephanie Dale, at stephanie.dale@co.polk.tx.us.

Upon release of the RFP and during the proposal process, Contractors and their employees of related companies, as well as, paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with County's employees, department heads and/or elected officials. Such contact will result in the Contractor being disqualified. The disqualification of a Contractor will result in debarment for a period of thirteen (13) months, during this period the Contractor will not be able to bid on contracts or do business with County. All contact must be coordinated through Stephanie Dale, Assistant Auditor with the Polk County Auditor's Office for the procurement of these

#### services.

All documents relating to this RFP including but not limited to, the RFP document, questions and their answers, addenda and special notices will be posted on the Polk County, Texas website and will be available for download by interested parties. It is the Respondent's sole responsibility to review the Bid Notices and Proposals Page of the Polk County, Texas website <a href="www.co.polk.tx.us">www.co.polk.tx.us</a> often to retrieve all document updates prior to the RFP due date.

The deadline for receipt of all questions is 12 p.m. (Noon), Central Time, June 16, 2022. After the question deadline, all questions and their answers will be posted on the County website and will be available for download by interested parties after the deadline for questions.

Proposal Response Forms must be complete and included in your response. Forms that have been retyped or altered may result in rejection of proposal. Detailed specifications have been provided and any deviations or exceptions must be referenced on the form provided. Unless deviations are specifically stated therein, services will be provided according to the specifications at no additional charge.

This RFP is issued in compliance with the Texas Purchasing Act, Section 252.049. The Polk Commissioners Court reserves the right to reject in whole or in part any or all proposals, or to accept the proposal deemed to serve the best interests of the County, and reserves the right to negotiate any final contracts which may result from a successful proposal.

In consideration of the requirements found in 2 CFR 200 related to procurement of contracts for small businesses, and minority and women-owned businesses, the County asserts it has complied with the aforementioned requirements by doing the following: (1) placing small and minority businesses and women's business enterprises on solicitation lists, (2) soliciting such businesses whenever they are potential sources, (3) divided total requirements, when economically feasible, into smaller tasks or quantities to encourage participation by small and minority businesses and women's business enterprises, (4) established delivery schedules to encourage participation by small and minority businesses and women's business enterprises, (5) used the assistance, if and when appropriate, of organizations such as the Small Business Administration and the Minority Business Agency of the Department of Commerce, and (6) will require the selected contractors, if subcontractors are anticipated or let, to take the aforementioned affirmative steps.

According to 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

- (b) For purposes of this section:
- (1) "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.
- (2) "Manufactured products" means 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.

It is the Respondent's sole responsibility to review all pages of the RFP document, attachments, questions and their answers, addenda and special notices. The Proposal Signature Form must be signed. Failure to provide signature on this form renders proposal non-responsive. Failure to complete and submit all required forms, including but not limited to the Reference Page, Certification of Eligibility, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire proposal.

CONFIDENTIALITY: Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Public Information Act. Pricing information is not considered confidential. Trade secrets or confidential information MUST be placed in a separate envelope marked "CONFIDENTIAL INFORMATION." Polk County, Texas will make every effort to protect these papers from public disclosure as outlined in Texas Local Government Code, Section 252.049.

The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. Polk County, Texas is an entity subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to an RFP is "confidential" will not be treated as such in the event the County receives a request for a copy of the contractor's proposal. The County will of course make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information, but Polk County, Texas cannot and will not make an agreement to withhold information from the public contrary to the County's responsibilities under the Act.

Additionally, to the extent your response is incorporated into the contract, that contract will become an official record available for public inspection.

Proposals shall be opened so as to avoid disclosure of contents to competing Respondents and kept secret. All proposals that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

The successful Contractor shall defend, indemnify, and hold harmless Polk County, Texas from any and all liability or loss of any nature whatsoever arising out of or relating to the Contractor performing work on County premises, including, without limiting the generality of the foregoing coverage, any act or omission of a contractor, its agents, servants, employees, or invitees in the execution or performance of the contract.

<u>Continuing non-performance</u> of the Contractor in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Contractor will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The <u>contract may be terminated</u> by either party upon written thirty (30) days' notice prior to cancellation.

Proposals will be considered irregular if they show any omissions, alteration of form, additions

or conditions not called for, or irregularities of any kind. However, Polk County, Texas reserves the right to waive any irregularities and to make award in the best interest of the County.

Polk County, Texas reserves the right to accept or reject in part or in whole any proposals submitted and to waive any technicalities for the best interest of the County. Proposals may be rejected, among other reasons, for any of the following specific reasons:

- 1. Proposals received after the time limit for receiving proposals.
- 2. Proposals containing any irregularities.
- 3. Unbalanced value of any items.

Respondents may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:

- 1. Reason for believing collusion exists among the Respondents.
- 2. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated.
- 3. The Respondent being interested in any litigation against the County.
- 4. The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
- 5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- 6. Uncompleted work which in the judgment of the County will prevent or hinder the prompt completion of additional work, if awarded.
- 7. Respondent shall not owe delinquent property tax in Polk County, Texas.

Due care and diligence have been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Respondent. Polk County, Texas and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Respondent to determine the full extent of the exposures.

Successful Respondents awarded a contract may not assign their rights and duties under an award without the written consent of the County. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

#### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- Contract Terms: Successful Respondent(s) will be awarded a contract, effective from date
  of award or notice to proceed as determined by the Polk County, Texas. At County's option
  and approval by the Contractor, the contract may be renewed for two (2) additional one (1)
  year periods, as further explained in Renewal Options. Prices must remain firm for the
  entire contract.
- 2. Renewal Options: Polk County, Texas reserves the right to exercise an option to renew the contract of the Contractor for two (2) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the County exercises the right in writing, the Contractor shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Contractor in complete form within the time specified, the County will rescind its option and seek a new solicitation.

#### 3. Minimum Insurance Requirements:

- A. The Contractor shall take out, pay for and maintain at all times during the duration of the contract, the following forms of insurance, with carriers acceptable to and approved by Polk County, Texas.
  - 1) Comprehensive Commercial General Liability:
    - a. Bodily Injury/Personal Injury \$500,000 per occurrence \$1,000,000 aggregate
    - b. Property Damage \$500,000 pér occurrence \$1,000,000 aggregate
  - 2) Professional Liability appropriate for performance of position \$500,000 per occurrence and in the aggregate
- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- C. Required Provisions:
  - 1) Proof of Carriage of Insurance All certificates of insurance will be required in duplicate and filed with the Polk County Auditor's Office.
  - 2) All contractors must provide Polk County, Texas with an unconditional thirty days written notice prior to the cancellation of, or change in, insurance coverage.
  - 3) As to all applicable coverage, certificates shall name Polk County, Texas and its officers, employees, and elected representatives as an additional insured.

- 4) All copies of the certificates of insurance shall reference the project name and RFP name for which the insurance is being supplied.
- 5) The Contractor agrees to waive subrogation against Polk County, Texas, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
- The Contractor is responsible for making sure any sub-contractor(s) performing work under this contract has the required insurance coverage(s) and supplies Polk County, Texas with the proper documents verifying the coverage.
- 7) Any Contractor who is awarded the contract under this RFP, and who anticipates the use of or employs subcontractors, is hereby requirement to fully and completely comply with the procurement requirements of 2 CFR 200 related to the solicitation of small and minority-owned businesses and women's business enterprises.

#### 4. BOND REQUIREMENTS

#### A. Power of Attorney

Attorney-in-fact who signs proposals or contract bonds must file with each bond a certified and current copy of the power of attorney.

#### B. Payment Bond and Performance Bond shall be as follows:

The Contractor shall provide and execute the required Performance and Payment Bonds and include proof of bonding in their proposal.

For a contract in excess of \$100,000, a Performance Bond shall be executed in the amount of the contract upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond shall be solely for the protection of Polk County, Texas.

For a contract in excess of \$25,000, a Payment Bond shall be executed in the amount of the contract solely for the protection of all claimants supplying labor or furnishing the material used on this project. The cost for bond premiums must be included in the Proposed Price.

Payment and Performance Bonds must be issued by an insurance/surety company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas. The Performance Bond must cover 100% of the contract amount.

#### I. PROJECT DESCRIPTION

#### A. PURPOSE

- 1. This Request for Proposal (RFP) invites responses from experienced firms for the provision of Disaster Debris Monitoring and Consulting Services in Polk County, Texas, and the Cities of Corrigan, Goodrich, Onalaska, and Seven Oaks ("Cities"), immediately after a tornado, flood, hurricane or other natural or man-made disaster. The objective of the RFP and subsequent contracting activity is to secure the services of a capable and experienced contractor who is capable of efficiently monitoring the removal of large volumes of disaster-generated waste from a large area in a timely and cost-effective manner. The County intends to enter into a pre-positioned primary and secondary contract with contractors who may utilize both local and non-local resources to provide services in the event of activation by the County following a tornado, flood, hurricane or other natural or man-made disaster. The selected Contractors will be expected to have an initial management team mobilized to Polk County, Texas within 24 hours of receipt of the Notice to Proceed and to have mobilized all appropriate equipment and personnel to the Polk County, Texas area within 48 hours of receipt of the Notice to Proceed. The County reserves the right to enter into contracts with more than one contractor in the event primary contractor cannot respond, or cannot provide all of the necessary services.
- Successful Respondent(s) will be awarded a contract, effective from date of award or notice to proceed as determined by Polk County, Texas. At the option of Polk County, Texas and approval by the Contractor, the contract may be renewed for two (2) additional one (1) year periods, as further explained in Renewal Options. Prices must remain firm for the entire contract.
- 3. The project is referred to as the Disaster Debris Monitoring Contract in the following sections of this RFP.

#### B. PROJECT SUMMARY

#### 1. Introduction

- a. The Disaster Debris Monitoring Contract will encompass the areas under the jurisdiction of Polk County, Texas and Cities. The County's disaster recovery planning includes considerations for removing and processing the volumes and types of debris and wastes expected to be generated by a major disaster such as a tornado, flood, hurricane or other natural or manmade hazard that encompasses the procedures for disposing of that material. The planning approach is formulated in part on the concept of strategic pre-positioning of the agreements and resources necessary for timely, coordinated recovery operations, including removal of debris and wastes from public property and right-of-ways throughout the County and Cities.
- b. The County has identified the need for one or more Contractors to assist the County in completing debris management operations throughout the County Contractors will be selected for debris removal and debris hauling. For the purpose of debris monitoring, the Debris Monitoring Contractor

must have the capacity to manage a large workforce and to carry the expenses associated with a major recovery operation prior to the initial County payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. Each Debris Monitoring Contractor must also have:

- 1) an established management team;
- 2) an established network of resources to provide the necessary equipment and personnel;
- 3) comprehensive workforce management, operations, and safety plans; and
- 4) demonstrable experience in major disaster recovery cleanup projects.
- c. The County anticipates a certain level of initial work to establish the procedures for integrating the work into the County's continuing disaster recovery planning. The County anticipates that the bulk of the services to be provided, especially monitoring of debris/waste removal operations, will be provided on an incident-specific basis with anticipated costs identified by a joint County/Contractor team as part of the initial planning. In addition, the Contractors selected for the project will be required to participate in certain County disaster preparedness and recovery meetings and exercises at no additional cost to the County.

#### 2. Planning Standard for Disaster Debris Monitoring and Consulting Services

The County has selected a hurricane that impacts the entire County causing large amounts of vegetative and construction and demolition debris as its planning standard. The estimated debris volume is 500,000 cubic yards. This is strictly a planning figure for estimating potential removal and disposal needs; it is not a fixed quantity for the purpose of contractual obligations. The actual volume of debris may be greater than or less than the planning volume. The County's goal is to complete the debris/waste removal and disposal process in 90 days. This assumes that the entire area of the County will be accessible within that period. Due to the potential for flooding, some areas might not be accessible for some time after a major natural disaster. The Contractor must be aware that it might not be possible to initiate operations in all parts of the County simultaneously immediately after a storm.

#### 3. Disaster Debris Monitoring Requirements

Planning for post-disaster cleanup operations is a function of the Polk County, Texas Office of Emergency Management. The debris management operations will be carried out under the cognizance of the Office of Emergency Management. The County has pre-contracted with Contractors for debris removal operations. That Contractors will also be responsible, under certain conditions, for removal of hazardous, and toxic/hazardous waste-associated debris such as construction and demolition debris, vegetative debris and other disaster associated debris caused by the disaster. Contractors are responsible for:

- a. clearing roadways;
- b. removing debris and certain waste from roadways, public right-of-ways, and public property;

- c. operating temporary debris staging and reduction sites;
- d. volumetric reduction of debris, and ultimate disposal of the debris and waste.

The general concept of disaster debris/waste removal operations includes multiple, scheduled passes of each populated area and each right-of-way as directed. This will allow citizens to return to their properties and bring materials to the right-ofways as recovery progresses. The County will prescribe the specific procedures to be followed after ascertaining the scope and nature of the disaster's impacts. Curbside segregation of debris and disaster-generated or related wastes will be an element of the County's disaster recovery program. The Debris Monitoring Contractor will be required to aid in the segregation and waste stream management processes. Any hazardous materials and/or industrial wastes encountered by the debris removal Contractor will be set aside for collection and disposal by the Contractor's properly trained and equipped removal team. The County will pre-designate Temporary Debris Staging and Reduction Sites (TDSR) for the sole purpose of the temporary staging and reduction of clean woody debris and construction and demolition materials. The County will also help to identify the landfills that will be used for disposal of storm generated debris. The Contractor will be expected to provide debris monitoring services at each TDSRS and landfill as well as in the field during clearing, loading and hauling operations. The Contractor will be responsible for monitoring all of the Debris Removal/Hauling activities during the course of the recovery/cleanup period.

#### 4. Contract Activation

The Contractor holding the Disaster Debris Monitoring and Consulting Contract will serve as a general contractor for the purpose of the specified services, and will be able to use their own and subcontractor resources to meet the obligations of the contract. The Contractor will be expected to use fully qualified and properly equipped local firms and personnel to the maximum extent practicable. When a major disaster occurs or is imminent, Polk County, Texas will contact the firm(s) holding the Disaster Debris Monitoring and Consulting Contract(s) to advise them of the County's intent to activate the contract(s). The Contractor shall provide and execute the required Performance and Payment Bonds and include proof of bonding in their proposal, and must have a management team in place in Polk County, Texas to begin planning for the operations and mobilizing the personnel and equipment necessary to perform the work, within 24 hours of receiving a written notice to proceed. Personnel and equipment must be in place, fully prepared for the specified services and able to begin operations within 48 hours of the Contractor's receipt of the Notice to Proceed.

#### II. STATEMENT OF WORK

The following General Statement of Work is envisioned for the project and should be considered when responding to the RFP. Nothing in this description shall be construed to limiting the potential scope of work to this description or to requiring that this description be included in the final scope of work for the project. Nothing in the following General Statement of Work should be construed as limiting the types of work that a potential contractor may address in a response to this Request for Proposals. Respondents should address all services which, on the basis of their experience, are deemed necessary to achieving the County's debris management goals.

#### A. GENERAL STATEMENT OF MONITORING WORK

- 1. The Contractor shall provide all expertise, effort, personnel, materials, and equipment necessary for monitoring and documenting the removal and lawful disposal of debris and other wastes generated by natural or man-made disasters that impact Polk County, Texas and Cities. Specifically, the Contractor will be responsible for monitoring debris and waste removal and disposal operations performed by the County's Debris Removal and Hauling operations relative to:
  - County and City streets, roads and right-of-ways;
  - · Public property and facilities;
  - Any other public site as may be directed by the Office of Emergency Management; and
  - Private property when necessary to protect the public (life safety) or to facilitate completion of required work, provided that entry onto private property is specifically authorized in writing by the Office of Emergency Management. If approved by the Polk County Office of Emergency Management, Contractors must first obtain "right-of-entry" from property owner and provide documentation to Polk County Office of Emergency Management.
- 2. The Contractor will be responsible for monitoring debris and waste removal and disposal operations performed by the County's Debris Removal Contractor relative to streets, roads and right-of-ways of County and Cities, unless otherwise directed by the Office of Emergency Management. Contractor is advised that the contract with Polk County, Texas, may be used to assist other jurisdictions within Polk County, Texas, through a Mutual Aid Agreement.
- 3. Services shall be performed on an "as needed basis" when directed by the Office of Emergency Management.
- 4. The Office of Emergency Management will provide guidance and direction on priorities and specific needs for the monitoring operations. The Contractor, in concert with the Office of Emergency Management, shall determine the method and manner of monitoring the removal and disposal of debris that provides the greatest economy of operations and cost to the County and Cities. The Contractor shall then provide for the cost-effective and efficient monitoring of materials accumulated or deposited on public property and right-of-ways, as described above and the removal and final disposal of those materials. The Contractor will be expected to provide all personnel, equipment, forms, record keeping materials, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the County for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs. The Contractor must be fully cognizant of all pertinent Federal (FEMA, U.S. Army Corps of Engineers, etc.), State of Texas, and local government documentation requirements and procedures and be prepared to assist the County in compiling and managing information and data necessary for those purposes. Prior to initiating work, the Contractor shall present to the Office of Emergency Management for review and discussion a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for monitoring the removal, handling and eventual disposal of disaster-generated debris and wastes. The Contractor shall agree to execute this plan, with all manners of contingencies recognized, upon being authorized by the County to begin work.

When identifying resources to be made available under this contract, the Contractor must use a planning standard approach. Specifically, the Contractor shall identify the expected sources and quantities of debris and other wastes that are expected to be encountered and the anticipated level of operational resources (personnel, equipment, TDSRS operations, etc.) that will be deployed by the Debris Management/Monitoring Contractor. The Contractor must then identify sufficient monitoring resources (personnel, equipment, materials, etc.) to ensure the availability of personnel and equipment to initiate all required activities within 48 hours of being so directed. For this purpose, identification of subcontractor(s) and a general equipment/personnel inventory will suffice. The Contractor will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Removal and Hauling Contractor, damage assessment teams, local utility company crews and other recovery operations forces. Such coordination shall be ensured through communications with the Office of Emergency Management, its authorized representatives, or other County personnel when so authorized by the County. To the extent authorized by Polk County, Texas Office of Emergency Management, the Contractor shall coordinate monitoring operations directly with the Debris Removal and Hauling Contractor when necessary to achieve effective and efficient integration of forces. The Contractor shall provide reports, summaries, and analyses of daily activities associated with the debris and waste removal and disposal operations in the form and frequency specified by the Polk County Office of Emergency Management, upon issuance of the notification to proceed. The Contractor shall be prepared to advise Polk County Office of Emergency Management and other local officials of the types, scopes, forms, and formats of data and information required by Federal, State, and local agencies and shall provide all pertinent documentation in a manner that satisfies those agencies' requirements.

#### III. RFP RESPONSE REQUIREMENTS

5.

Contractors interested in providing Disaster Debris Monitoring and Consulting services must submit one (1) original, ten (10) copies, and one (1) electronic copy on a USB thumb drive of their response to this RFP in the following format, utilizing numbered tabs for each of the sections.

#### A. LETTER OF TRANSMITTAL AND AFFIDAVIT

Each proposal must be accompanied by a Letter of Transmittal signed by an authorized representative of the Respondent. The letter must:

- 1. Identify the project by name as "RFP 2022 Disaster Debris Monitoring".
- 2. Include the following information:
  - a. Name of firm or individual.
  - b. Permanent main office address, email, telephone number and fax number.
  - c. Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) business enterprise, state the nature of that classification.
  - d. If a corporation, where incorporated.
  - e. How many years the firm has been engaged in business under the

present name.

- f. General types of work performed by the firm.
- g. Contracts currently on hand or in effect.
- h. Please answer questions and submit requested documentation:
  - 1) Have you ever failed to complete any work awarded to you? If so, explain.
  - Have you ever defaulted on a contract? If so, explain.
  - Provide confirmation of the financial stability of the business entity.
     County reserves the right to request additional proof of financial stability, including audited financial statements after proposals are received and reviewed.
  - 4) Submit updated resumes for key personnel to include name, driver license number, and home address.
  - 5) Will you, upon request, furnish documentation to support the information in your response to the RFP?
- 3. Provide a synopsis of the Contractor's depth of knowledge of the project's scope and special requirements as the Contractor perceives them.
- 4. Be signed by an individual, identified by name and title, authorized to represent the Respondent in this matter.
- 5. Identify the names, titles, telephone, and fax numbers and emails of individuals who are available to be contacted by the Polk County, Texas Auditor's Office concerning the submittal and for additional information.

#### IV. MANDATORY QUALIFICATION AND CONTRACTING CRITERIA.

Provide evidence and statements of compliance/intent in the form of written documentation that the Contractor is capable of entering into a contract with the County by satisfying the Mandatory Qualification and Contracting Requirements that follow:

#### A. QUALIFICATION REQUIREMENTS

- 1. Contractor must have specific experience providing the specified services following a natural disaster. Provide a statement of compliance.
- 2. Contractor must not be prohibited from doing business with any governmental entity for any reason. Provide a statement of compliance.
- 3. Contractor must not be operating under Chapter 11 or any other financial restraints that would preclude its ability to enter into equipment leasing or rental arrangements. Provide a statement of compliance.

#### B. CONTRACTING REQUIREMENTS

- Successful Respondent must, upon award of a contract, secure a Performance and Payment Bond for the full term of the contract. Upon contract activation, Payment and Performance Bonds are required to be filed with Commissioner's Court prior to the starting of a project. See Bond Requirements in Special Conditions.
- 2. Contractor must perform as an independent contractor and, as such, must have

- and maintain complete control over all of its employees and operations. Provide a statement of intent.
- 3. Contractor must not assign, sublet, or transfer its interest or obligations of this project. Provide a statement of intent.

#### C. INSURANCE REQUIREMENTS

- 1. Contractor must provide proof of insurance to demonstrate compliance with the County's requirements specified in this package. See Insurance Requirements in Special Conditions.
- 2. Contractor must not begin any work under the contract until it has obtained all required insurance and provided the County Auditor with the related certificates and endorsements. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained. The Contractor may provide insurance coverage for all his subcontractors, at Contractor's cost. However, all subcontractors must provide their own Workers' Compensation Insurance per State law. For the duration of the project, the Contractor must provide the insurance listed below and document required coverage with certificates of insurance.

#### D. USE OF SUBCONTRACTORS

- Contractor may use subcontractors for this project. Contractor must list subcontractors proposed for this project and their respective duties.
- No subcontractor may provide services unless the County consents. The 2. Contractor shall be responsible for completing all contract work even if a subcontractor has assumed responsibility to complete certain work. Also, the Contractor shall be responsible for the actions and performance of all subcontractors. Furthermore, the Contractor agrees that any subcontract for this project will include the same mandatory insurance requirements in favor of the County as are specified in the County's contract with the Contractor, unless its subcontractors. However, all Contractor provides such coverage for subcontractors must provide their own Workers' Compensation Insurance per State law. Subcontractor certificates of insurance and endorsements must be collected by the Contractor and made available for the County Auditor's review upon request. Provide statement of compliance.

#### V. PROJECT REQUIREMENTS

Provide detailed information on Contractor's ability to satisfy the project requirements.

#### A. EXPERIENCE:

- 1. Describe Contractor's overall experience performing large-scale debris removal monitoring and work similar to this project.
- 2. Describe Contractor's experience during the last 5 years performing large-scale projects or other work similar to this project. The Contractor must identify similar projects that it successfully completed, including date and location, nature of work, value of the contract, and the name and telephone number of the customer's point

- of contact for reference purposes.
- 3. Describe Contractor's most recent experience in mobilizing large workforces under routine and emergency conditions.
- 4. If the Contractor intends to use subcontractors to assist in the work, the Contractor shall also identify similar work successfully completed by the subcontractors.
- 5. Document Contractor's ability to provide appropriate training for personnel that will be employed for work under this project.

#### B. GENERAL PROJECT REQUIREMENTS

Respondents must acknowledge these basic requirements and base responses to this RFP on these general specifications.

- 1. Polk County, Texas intends to engage a contractor to assist the County with monitoring the work of the Debris Removal Contractor in the field, at Temporary Debris Staging and Reduction Sites (TDSRS), and at disposal sites. Contract monitors are necessary to assure that the terms of the debris and waste management contracts are satisfied by the Debris Removal Contractor and its subcontractors during the removal and hauling of debris/waste from public access roads, rights-of-way and public property; during handling and processing at TDSRS locations; and at disposal sites. Monitors will be assigned to debris loading areas, TDSRS locations and disposal sites. In addition, roving monitors will be assigned to help verify that the County's debris management plan and contracts are effectively and efficiently executed.
- 2. Polk County Office of Emergency Management will provide overall coordination of recovery operations. The Emergency Management Coordinator will be the primary point of contact for the Contractor and will resolve contract administration issues and disputes. The Monitoring Services Contractor is to provide expertise for and assistance to the County Emergency Management Coordinator and also assist County staff in overseeing and documenting the debris management operations. Services are to be provided in these general task areas, but are not necessarily limited to these task areas:
  - a. Development of a Monitoring Plan.
  - b. Truck and trailer measurement, certification, marking and tracking.
  - c. Equipment registry and tracking.
  - d. Debris/waste management workforce registry and tracking.
  - e. Field monitoring.
  - f. Debris management tracking.
  - g. Trip ticket management.
  - h. Data administration.
  - i. Invoice reconciliation.
  - j. QA/QC program management.
  - k. Complaint resolution.
  - I. Detailed daily reports on the status, effectiveness, volumes handled, and other pertinent data for all debris operations.
  - m. All monitoring workforce requirements, including but not limited to staffing,

- training, equipment, safety training and enforcement, mobilization, transportation and logistic support.
- n. Site Safety Plan preparation and maintenance.
- o. Compliance with all applicable Federal, State and local rules relative to the monitoring operations.
- p. Preparation of documentation to support Federal cost reimbursement processes.
- q. Related activities for effective and efficient debris management operations deemed necessary or desirable on the basis of the Contractor's experience when authorized by the County Emergency Management Coordinator.

#### C. PROJECT APPROACH

- 1. Provide a synopsis of the Contractor's depth of knowledge of the project's scope and special requirements as the Contractor perceives them.
- Provide a general description of how the Contractor intends to approach the work.
   That description must include a statement of the requirements as Contractor perceives them, resource mobilization strategy, and general field operations strategy. Exceptions to the project work as described by the County must fully be explained.
- 3. Provide a brief summary of the Project Work Plans (Field Operations, Communications, Work Site Safety, etc.) that will be developed for the project.
- 4. Describe frequency and nature of meetings anticipated or deemed necessary to address project requirements.

#### D. WORKFORCE INFORMATION

- Contractor(s) are encouraged to review the Polk County Texas Pre-Positioned Disaster Debris Removal, Reduction, and Disposal Contract to ascertain the anticipated scope of work in order to estimate the nature and size of the project workforce that will be required.
- 2. Contractor must acknowledge these workforce planning standards and must demonstrate the its ability to satisfy these requirements:
  - a. Within 24 hours of notification, the Contractor shall provide a sufficient number of professionals and qualified personnel to meet all contract requirements and monitoring needs associated with this project, including, as a minimum forces necessary to:
    - 1) Establish and staff a monitoring workforce management center in the vicinity of a Polk County, Texas government office designated by the County at the time of notification.
    - 2) Implement a debris/waste contractor equipment and workforce registration and tracking program.
  - b. Within 48 hours of notification, the Contractor shall provide a sufficient number of professionals and qualified personnel to meet all contract requirements and monitoring needs associated with this project, including, as a minimum forces necessary to:
    - 1) Monitor a minimum of 12 debris loading sites.

- Monitor operations at TDSRS locations.
- 3) Monitor dumping operations at disposal sites.
- Provide roving debris monitors to evaluate the effectiveness of debris, hazardous material, and other disaster-related waste removal.
- c. All personnel shall be a minimum of 18 years of age, be fluent in the English language and have a valid driver's license issued in the United States. The Contractor will be required to increase its staffing from this point depending on the scope of the debris/waste removal operations, to be consistent with the number of field operations teams deployed by the debris contractors. At the discretion of the County Emergency Management Coordinator, the Contractor may be required to replace any debris monitor for cause. As part of this proposal, the Contractor must indicate and explain how it will ensure the availability of a sufficient number of personnel to support this scope of work and also how additional personnel will be engaged should the scope of operations require additional monitors to meet County needs.
- d. The Contractor shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to, eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet weather clothing, to comply with all applicable Federal, state and local occupational health and safety requirements.
- e. The Contractor shall provide debris monitors with necessary transportation, all communications equipment (cell phone, satellite phones, radio, etc.) necessary to remain in contact with their supervisors or other key personnel who in turn are in direct contact with the Contractor's Management Center. The Contractor shall also provide all required logistical support for the personnel it engages, including lodging, meals and other necessary support services. The Contractor's supervisory personnel will be wholly responsible for support of the Contractor's operations and resolving conflicts within the scope of or in any way associated with those operations.
- f. The Contractor shall provide temporary office space and other facilities as necessary to carry out the scope of the work and to support its workforce.
- g. Upon activation of the contract, the Contractor shall immediately contact the County Emergency Management Coordinator to coordinate workforce assignments. It is anticipated that the County's debris removal contractor will establish debris management zones within the County and the Contractor will be expected to assign monitors in a manner consistent with the debris removal operations.
- 3. Respondents must provide a detailed description of the resources (workforce and equipment) available to be employed on the project, including:
  - a. Summary of the Respondent's personnel that will be dedicated to the project, including:
    - 1) The number of management employees that will be assigned to the contract, their job titles, and responsibilities.
    - 2) The names of and resumes for all members of the Project

Management Team.

- 3) The name of the Respondent's claims representative.
- b. List of the subcontractors with whom the Respondent has agreements for post-disaster support.

#### E. CAPABILITY, CAPACITY, AND AVAILABILITY.

- Describe how Contractor intends to maintain its capability, capacity, and availability of forces to respond if activated by the County following a tornado/flood/hurricane or other natural hazard or man-made disaster. Knowing that the Contractor may have similar contracts in other geographic areas, describe how Contractor will satisfy all contractual obligations for Polk County, Texas simultaneously with other obligations.
  - Provide detailed resumes for key managers with a reference number for each. Identify all participants as local or non-local and provide percentage of participation in each previous project listed above.
  - Identify the engineering and technical staffs who will be working on each project and include responsibility (project engineer, Contractor, etc.) and designation of primary contact for County staff.
- Describe how Contractor intends to complete the project in the timeframe desired by the County. Comment on how Contractor's ability to perform will be affected by a smaller and/or larger disaster event generating significantly smaller or larger volumes of hazardous wastes for removal and disposal.
- 3. What contracts you have in East Texas and resources that can be mobilized from others areas for support.

#### F. DESCRIPTION OF MONITORING SERVICES

- 1. Respondent must provide a detailed description of the services that Respondent will perform upon issuance of each Notice to Proceed. The description of services shall address all elements of the General Statement of Work described in Section II of this RFP. In addition, the Respondent may include other services which, in the Respondent's experience, are necessary or desirable in carrying out the intent of the proposed contract and/or achieving the County's stated goals with respect to debris monitoring/management operations following a disaster.
- 2. The description of services must, at a minimum, include the following:
  - a. A detailed description of the method and manner of monitoring the removal and lawful disposal of disaster-generated debris to ensure that the debris removal hauling contractors are performing in accordance with the provisions of the contracts, satisfying applicable local, State and Federal statutory and regulatory requirements and adhering to FEMA guidelines that govern the eligibility of those recovery services for Federal reimbursement of the County's costs. The information provided should demonstrate how the Respondent will satisfy the requirements of the project, including:
    - 1) Scope and sequence of monitoring operations to be performed
    - 2) Manner in which volumes of debris/waste will be estimated in the field, at TDSRS locations, and at landfills or disposal sites

- 3) Methodology for monitoring the collection, tracking, and disposal of disaster related materials
- 4) Description of the documentation, accounting, and financial processes, procedures and controls that will be utilized in managing, monitoring and accounting for the resources to be employed
- 5) Organization Chart that identifies the assignment of specific responsibilities to key personnel to ensure that all management functions are identified and an organization developed to ensure that all project requirements are satisfied
- 6) County encourages Contractor to utilize and furnish an automated/electronic (paperless) debris tracking system and a paper debris tracking system, which shall be of a type that consists of one (1) original and four (4) carbon copy duplicates.
- 7) The Contractor must track debris amounts removed, managed, and disposed of from each jurisdiction and keep those amounts separate in load tickets, unit rate tickets, logs and reports provided to County. Contractor must keep monitoring expenses for debris monitored from each jurisdiction separate in logs and reports provided to County.
- b. A summary of the Respondent's project approach and proposed operating procedures relative to these key elements of the project, including at a minimum:
  - 1) Debris Removal and Hauling Contractor workforce and equipment registration and tracking
  - 2) Equipment identification in the field
  - 3) Truck certification, registration, and marking
  - 4) Document management and controls, including Load Tickets and reports
  - 5) Data collection
  - 6) Data assimilation/integration
  - 7) Employment of GIS mapping, use of GPS, and other means of documenting
  - 8) Communications with Debris Removal Contractor workforce
  - 9) Assembling the data necessary to prepare the Status Reports described below
  - 10) Database management
  - 11) Quality Assurance (QA) for Loading Site Monitors
  - 12) Quality Assurance for TDSRS Operations Monitors
  - 13) Quality Assurance for Landfill Operations Monitors
  - 14) Complaint tracking and resolution
  - 15) Monitoring workforce health and safety training and compliance monitoring
- A summary of Respondent's capability to manage data collection and provide status reports and documentation required for the project, including:
  - 1) Morning summaries from the Debris Removal Contractor

#### addressing:

- Number of crews and types and quantities equipment to be deployed that day
- Areas where crews and equipment will be assigned
- Status of TDSRS operations, including volumetric reduction methods to be employed
- Changes in operational status or problems encountered since the previous report
- Numbers of monitoring crews to be dispatched and locations where crews will be assigned
- 2) Evening summaries addressing:
  - Overall status of debris removal operations
  - Number of crews and types and quantities of equipment employed that day
  - Issues or problems affecting field operations
  - Complaint referrals
  - Damage referrals or updates
  - Monitoring issues
  - TDSRS issues
  - Overall status of geographic area
  - Numbers of monitoring crews deployed and locations where crews were assigned
- 3) Daily reports that address the types and volumes of debris/waste collected, transported, processed, delivered to disposal sites, etc., on the previous day, broken down by:
  - Contractor
  - Other forces
  - TDSRS
  - Community drop-off site
  - Disposal site
  - Locations where debris/waste was collected (or 100% cleared)
  - GIS based maps that indicate the overall status of debris/waste removal operations
- 4) Daily reconciliation of Debris Removal and Contractor's time and materials summaries, Load Ticket submittals, and invoices, including:
  - Review invoice and backup with Debris Removal Contractor
  - Reconcile invoice with database records
  - Provide reviewed and approved invoice to County Auditor for payment

#### G. AUTOMATED DEBRIS TRACKING AND REPORTING SYSTEMS

Per FEMA policy document 327 Public Assistance Debris Monitoring Guide, Recent advances in automated debris management tracking systems have provided real – time and automated tracking and reporting. FEMA embraces technological advancements and recognizes the potential benefits of these automated systems.

Respondent must demonstrate ownership or licensing of a proprietary automated debris tracking and reporting system. Respondent must demonstrate in its proposal that it maintains on hand sufficient automated debris tracking equipment dedicated to meet the needs of the County. If Respondent is licensing such technology, Respondent must provide a written letter from licensor acknowledging licensor has a minimum of 100 devices on hand for Respondent's use in the event of a disaster and that such devices will be made available for the County's recovery efforts. Respondent shall include graphic illustration and explanation of system capability and be prepared to demonstrate system functionality if requested at the time of proposal evaluation and/or interview. Respondent shall be required to submit hourly rates (in fee schedule) for operations with and without use of the automated tracking system.

The Contractor must track debris amounts removed, managed, and disposed of from each jurisdiction and keep those amounts separate in load tickets, unit rate tickets, logs and reports provided to County. Contractor must keep monitoring expenses for debris monitored from each jurisdiction separate in logs and reports provided to County.

#### H. EXCEPTIONS TO RFP REQUIREMENTS

Respondents must fully explain any exceptions taken to the requirements of this RFP, including why any of the specified information was not included or why such information should not be considered in selecting a Contractor for the project.

#### I. OPTIONAL ADDITIONAL INFORMATION

1. Respondents may provide relevant information in addition to the material and information specified in this RFP, to the extent that such information bears directly on the subject of this RFP.

#### VI. EVALUATION OF RESPONSES

#### A. EVALUATION PROCESS

- Contractors will be evaluated for this project solely on the basis of the information submitted in response to the RFP. The County will use a two-step evaluation process to identify the Best Qualified Respondents.
  - a. Step I. Respondents must demonstrate that they satisfy the mandatory qualification and contracting criteria and project requirements by submitting the information specified in this RFP. All Respondents will be screened for compliance with the mandatory qualification elements, such as the required statements of compliance. Those that satisfactorily complete that screening process will proceed to Step II.
  - b. Step II. Respondents will be evaluated on the basis of the technical and project performance information they submitted. Step II will result in point awards in the following categories. The point values shown are the maximums associated with each category:

1)	Contractor Experience	30 Points
2)	Project Approach	10 Points
3)	Capability, Capacity and Availability	15 Points
4)	Other Supporting Information	10 Points
	Resource availability, including all resources	
	<ul> <li>Number of Contracts in place</li> </ul>	
5)	Pricing	30 Points
6)	Certified MBE/WBE Firm	5 Points
	TOTAL	100 Points

- c. The total points assigned for each proposal will be the basis for identifying and selecting the best qualified Respondent(s).
- d. Submission of a response to this RFP implies Respondent's acceptance of the evaluation technique and that subjective judgment must be made by County during the assigning of points.
- e. The objective is to enter into a contract with the best qualified Respondent(s) at the best price. Each category shall be weighted as follows, and one hundred (100) points are the maximum total number of points that can be awarded to a proposal.
- f. The method of pricing evaluation is based on pricing/rates for items 1 through 19 in the Bid Pricing Form in the RFP. Pricing/rates listed in items 20 and 21 of the Bid Pricing Form in the RFP may also be considered as a way of evaluating capabilities.
- g. The County reserves the right to deny qualification to any Respondent that, in the opinion of the County, does not satisfy the mandatory prequalification criteria or is not capable of satisfying the project requirements. The County may, at its own discretion, waive defects, irregularities, or informalities in the pre-qualification process or in any response to the process that, in the County's opinion, seems most advantageous to the County and in the best interest of the County.

#### VII. PRELIMINARY SPECIFICATIONS

#### A. GENERAL

The following preliminary specifications have been developed by Polk County, Texas for monitoring of disaster- related debris and waste management operations carried out by the County's designated Debris Removal Contractor. These Preliminary Specifications will be used in negotiating final specifications for the project once a Debris Monitoring Contractor has been selected.

#### B. LOADING SITE MONITORING SERVICES

- 1. Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible for carrying out all provisions of this contract without specific additional direction from Polk County, Texas. The following minimum conditions apply:
  - a. Contractor shall, within 48 hours, be prepared to provide qualified on-site

personnel to monitor debris removal operations at debris loading sites located throughout Polk County, Texas. Additional sites may be added as debris removal efforts increase. Each loading site will operate, at a minimum, approximately 12 to 14 hours per day, 7 days per week. Exact number and location of loading sites will be determined by the County Emergency Management Coordinator in coordination with the Debris Removal Contractor.

- b. The Contractor will have Loading Site Monitors stationed at each loading site operated by the Debris Removal Contractor and coordinated with Polk County Office of Emergency Management the day before beginning the work. The Contractor must be prepared to provide a minimum of two Loading Site Monitors to be stationed at each loading site. Each truck driver will be given a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and as a minimum must contain either a street address or the nearest intersection or Global Position Satellite (GPS) location to be valid. The volume of debris hauled will be estimated at the TDSRS by the Disposal Site Monitor. Load Tickets will be provided by the Contractor. Monitors will be fully accountable for all Load Tickets issued to them.
- c. Contractor shall provide all management, supervision, labor, transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roadways, public rights-of-way, and public property within Polk County, Texas and Cities.
- d. Contractor must be prepared to provide Loading Site Monitors at each site per day at a minimum of a 12 to 14 hour shifts. Contractor must provide personnel with transportation to and from the loading site(s), mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, and all logistic support.
- e. All Loading Site Monitors must speak English, be a minimum of 18 years of age, and have a valid driver's license issued in the United States.
- f. All Loading Site Monitors must have experience in at least one of the following:
  - Entry level engineer
  - Solid waste site operations
  - Construction inspector
  - Land clearing operations
  - Entry level surveyor
  - Solid waste collections
  - · Previous similar monitoring or inspection experience
- g. Contractor must provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. The Contractor will be required to perform adequate training for locally hired staff at no expense to County. All Contractor employees must be able to effectively communicate to a level appropriate to their responsibilities.
- h. Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

#### C. TDSRS / DISPOSAL SITE MONITORING SERVICES

- Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible for carrying all provisions of this contract without specific additional direction from Polk County, Texas. The following minimum conditions apply:
  - a. The Debris Disposal Site Monitors is to complete the load ticket and estimate volumes that have been transported to TDSRSs or to landfills or other disposal sites for processing, temporary staging/storage, volumetric reduction, recycling, or disposal.
  - b. Contractor shall provide a minimum of two (2) Disposal Site Monitors per TDSRS or disposal site per day for a minimum of a 12 to 14 hour shift. In the event that 24-hour operations are authorized, Contractor shall provide monitors for 24-hour operations, with no person being assigned to monitoring duties for more than 12 hours in any 24-hour period.
  - c. Contractor shall provide Disposal Site Monitors with transportation to and from the TDSRS and/or landfill sites and mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, logistic support, and all safety equipment, digital cameras, video cameras, and other equipment necessary to safely perform the site monitoring functions.
  - d. Monitors must speak English, be capable of working in an outside environment, and be able to climb a staircase ladder 10 feet high.
  - e. Monitors must be a minimum of 18 years of age, and have a valid driver's license issued in the United States.
  - f. Monitors must have experience in at least one of the following job categories:
    - Entry-level engineer
    - Construction inspector
    - ' Entry level surveyor
    - Solid waste site operations
    - Land clearing operations
    - Solid waste collections
       Previous similar monitoring or inspection experience
  - g. Contractor must provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. The Contractor will be required to perform adequate training for locally hired staff at no expense to County. All Contractor employees must be able to effectively communicate to a level appropriate to their responsibilities.

#### D. ROVING DEBRIS MONITOR SERVICES

- 1. Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible for carrying all provisions of this contract without specific additional direction from Polk County, Texas. The following minimum conditions apply:
  - a. The function of the Roving Debris Monitors is to verify that:
    - All eligible debris is being removed from designated public rights-of-way and public property within designated debris zones in Polk County and

#### Cities.

- Ineligible debris is not being picked up.
- Debris Removal Contractors are performing their assigned work in a manner consistent with the terms of their contract with the County.
- b. Contractor shall provide at least one Roving Debris Monitor for each debris pickup zone to monitor and verify eligible debris removal from designated public access roads within the debris pickup zone. The Roving Debris Monitor(s) must be prepared to operate minimum of 12 to 14 hours per day, 7 days per week, consistent with the County's established work schedule for the Debris Monitoring Contractor.
- c. Contractor must provide Roving Debris Monitors with transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to perform the roving debris monitoring functions.
- d. All Roving Debris Monitors must speak English, be a minimum of 18 years of age, and have a valid driver's license issued in the United States.
- e. All monitors must have experience in at least one of the following:
  - Entry level engineer
  - Construction inspector
  - Entry level surveyor
  - Solid waste site operations
  - · Land clearing operations
  - Solid waste collections
  - Previous similar monitoring or inspection experience
- f. Contractor must provide training to all employees concerning safety, eligibility for reimbursement, and disaster-specific information. The Contractor will be required to perform adequate training for locally hired staff at no expense to County. All Contractor employees must be able to effectively communicate to a level appropriate to their responsibilities.
- g. Contractor shall provide all management, supervision, labor, transportation, and equipment necessary to monitor the operations of the Debris Removal Contractor.
- h. Roving Debris Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

#### E. DEBRIS MANAGEMENT CONSULTING SERVICES

The Contractor shall provide an experienced professional to assist Polk County, Texas in overseeing debris management operations, including but not limited to clearing, loading, hauling, reduction, TDSRS/landfill operations, and other related activities. The Contractor must have broad debris removal operations management experience, including experience with debris removal operations, oversight of temporary debris storage and reduction sites, debris recycling and disposal. Required experience includes in-depth working knowledge of recovery operations, local and state debris management regulations and guidelines, U.S. Army Corps of Engineers and similar debris management guidelines, and FEMA eligibility and reimbursement guidelines.

- 2. The Contractor will work directly with the County Emergency Management Coordinator or as otherwise directed by that official. The Contractor shall perform work as assigned which may include but not be limited to review of debris management plans and procedures, drafting task orders, work plans and reports, audit of debris management contractor activities, operations, develop information for public dissemination on debris removal, reduction and disposal, and other duties as assigned.
- 3. The Contractor shall be available on site at the Polk County Office of Emergency Management for a minimum of two (2) weeks following mobilization. The County Emergency Management Coordinator will establish the service requirements and length of time those services are needed based on needs of the County.

#### F. OPERATIONAL REQUIREMENTS

- 1. The Contractor will oversee documentation of the equipment and other resources provided by the County's Debris Removal Contractor prior to the clearing, removal or hauling of any debris. At a minimum, the Contractor shall provide all necessary personnel and equipment to:
  - · Assign a unique number to each truck, trailer or other piece of equipment
  - · Photograph each piece of equipment
  - Accurately measure the inside of each truck/trailer load bed and calculate its full load capacity.
  - Identify the owner/operator of the equipment
  - Ensure that each piece of equipment is clearly labeled on both sides with: the name
    of the contractor and, if appropriate, the subcontractor; the owner or operator, as
    appropriate, the equipment number assigned; and, for trucks and trailers, the full load
    capacity as calculated
  - Document all results in a searchable digital database.
  - Provide for continuous monitoring and updating as equipment is placed into or removed from service.
  - Provide daily reports to the County Emergency Management Coordinator on the types and numbers of equipment in use.
- The Contractor will assist the County in managing a Load Ticket Program to document the volume of debris loaded and transported to a TDSRS or landfill site. Each load of eligible debris shall be tracked using an electronic system load ticket and a paper 5-part load ticket, consisting of one (1) original and four (4) carbon copies, to be provided by the Debris Monitoring Contractor.
- 3. Operational Requirements of Roving Debris Monitor(s)
  - The Roving Debris Monitors will provide general oversight of debris removal and disposal operations by the County's Debris Removal Contractor.
  - The Roving Debris Monitors will be the "eyes and ears" in the field for the County Emergency Management Coordinator.
  - Therefore, their observations and reports must be backed up with photographs and *video* wherever necessary to demonstrate the contractor's performance.
  - The Roving Debris Monitors are expected to make multiple visits to all loading sites and TDSRS/landfill sites on a continuing although random basis.

#### G. REPORTING

- 1. The Loading Site Monitors shall also maintain a log that contains the following information:
  - a. Debris loading site location
  - b. Loading Site Monitors' Name
  - c. Supervisor's Name
  - d. Number of Load Tickets issued during the shift
  - e. Starting load ticket number
  - f. Ending load ticket number
  - g. Any problems encountered or anticipated
- 2. Loading Site Monitors shall submit their copies of the load tickets and the load ticket log to the designated supervisor at the end of each shift. The Contractor's supervisor shall ensure that the load tickets and log are submitted to the Polk County Office of Emergency Management not later than 9 a.m. the following day along with a summary report that describes the nature of the work completed on the previous day and the status of debris removal operations. The format and content of the daily report shall be as specified by the County Emergency Management Coordinator.
- 3. Each Disposal Site Monitor will maintain a log that contains the following information:
  - a. TDSRS or landfill site location
  - b. Debris Management Site Monitors' Name
  - c. Supervisor's Name
  - d. Truck/trailer number and volume of debris hauled into the site
  - e. Cumulative total of debris delivered at the site during the shift
  - f. Any problems encountered or anticipated
  - 4. Disposal Site Monitors will turn in their copies of the load tickets and the load ticket log to the designated supervisor at the end of each shift. The Contractor's supervisor will ensure that the load tickets and log are submitted to the Polk County Office of Emergency Management not later than 9 a.m. the following day along with a summary report that describes the nature of the work completed on the previous day and the status of debris management operations. The format and content of the daily report shall be as specified by the County Emergency Management Coordinator.
  - 5. Each Roving Debris Monitor(s) will be responsible for providing a detailed report to the designated supervisor at the end of each shift. The Roving Debris Monitor(s) will report any serious or safety related discrepancies observed to their supervisor. The supervisor shall keep County Emergency Management Coordinator informed of situations that impact the execution of the Debris Removal Contract.
  - 6. The supervisor will collect all written reports and submit them to the County Emergency Management Coordinator by 9 a.m. the following day along with a detailed summary report of the previous day's operations. The format and content of the report will be as specified by the County Emergency Management Coordinator.

#### H. SAFETY

- 1. The Contractor shall follow and adhere to all appropriate Federal, state and local occupational health and safe requirements and guidelines.
- 2. The Contractor shall prepare the appropriate Site/Workplace Safety Plans required by current OSHA, Texas or other applicable agency rules, hold appropriate safety training sessions for assigned monitor workforces, and ensure that all personnel engaged in work under the contract observe the specified safety procedures.
- 3. All Contractor personnel shall properly wear and maintain all appropriate safety equipment whenever engaged in work under the Disaster Debris Monitoring and Consulting Contract. The following are mandatory: hardhat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye and hearing protection.

#### I. OTHER CONSIDERATIONS

- The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- The Contractor must be duly licensed in accordance with Federal and State statutory and regulatory requirements to perform the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. The Contractor shall obtain all permits necessary to complete the work. Copies of all permits shall be submitted to the Polk County Office of Emergency Management before commencing work.
- 3. The Contractor shall be responsible for promptly responding to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the County. The County Emergency Management Coordinator shall be immediately advised of any such violation or notice of violation and the corrective actions being taken.
- 4. The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to Contractor's activities. Such costs might include but are not limited to site cleanup and remediation; fines, administrative and civil penalties; and third-party claims imposed on Polk County, Texas by any regulatory agency or by any third party as a result of noncompliance with federal, state, or local environmental laws and regulations or nuisance statutes by Contractor, its subcontractors, or any other persons, corporations or legal entities retained by the Contractor under this contract.
- 5. The Contractor must attend all meetings required by County Emergency Management Coordinator to evaluate the performance of all monitors or to discuss any open contract issues.
- 6. The Contractor must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of this contract.

#### **VENDOR REFERENCES**

Please list three (3) references, **not including Polk County, Texas**, who can verify your performance as a contractor. Performance includes but shall not be limited to, sales and/or service, delivery, invoicing, and other items as may be required for Polk County, Texas to determine your firm's ability to provide the intended goods or service of this RFP. The County prefers references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this RFP. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your proposal.

REFER	RENCE ONE	
GOVERNMENT/COMPANY NAME:		
ADDRESS:		
CONTACT PERSON AND TITLE:		
TELEPHONE NUMBER:		
E-MAIL ADDRESS:		
SCOPE OF WORK:		
CONTRACT PERIOD:		
REFER	RENCE TWO	
GOVERNMENT/COMPANY NAME:		
ADDRESS:		
CONTACT PERSON AND TITLE:		<u>.</u>
TELEPHONE NUMBER:		<u>_</u>
E-MAIL ADDRESS:		
SCOPE OF WORK:	<u></u>	
CONTRACT PERIOD:		
REFER	ENCE THREE	ان از م اک
GOVERNMENT/COMPANY NAME:		
ADDRESS:		
CONTACT PERSON AND TITLE:		
TELEPHONE NUMBER:		
E-MAIL ADDRESS:		<u>_</u>
SCOPE OF WORK:		
CONTRACT PERIOD:		

## PROPOSAL SIGNATURE FORM

The undersigned agrees this proposal becomes the property of Polk County, Texas after the official submission.

The undersigned affirms firm has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be ninety (90) calendar days unless a different period is noted by the Respondent.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of Polk County, Texas, and that the contents of this proposal have not been communicated to any other Respondent or to any employee of Polk County, Texas prior to the official submission of this RFP.

The undersigned hereby assigns to purchase any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package. *Failure to sign and return this form will result in the rejection of the entire proposal.* 

Signature		X
	Representative	
NAME AND ADDRESS OF COMPANY:		
	Date	Name
	Title	<del> </del>
	Fax No	
Tel. No		
E-Mail Address:		
AFTER HOURS EMERGENCY CONTACT:		•
Name:	Tel. No.	,



Did you sign your proposal?

If not, your proposal will be rejected.

COMPANY IS:			
Business included in a corporate income Tax Return?	YES _	NO	
Corporation organized and existing under the laws	of the State of _		
Partnership consisting of			
Individual trading as			
Principal offices are in the city of			

## **CERTIFICATION OF ELIGIBILITY**

By submitting a proposal in response to this solicitation, the Respondent certifies that at the time of submission, it is not on the Federal Government's list of suspended, ineligible, or debarred contractors (Sam.gov), State of Texas debarment list on the Texas State Comptroller's website, or listed on the Texas State Comptroller's Divestment Statute List.

In the event of placement on the lists between the time of proposal submission and time of award, the Respondent will notify the RFP Coordinator, Stephanie Dale, County Assistant Auditor of Polk County, Texas, by e-mail at Stephanie.Dale@co.polk.tx.us. Failure to do so may result in terminating this contract for default.

Signature		_	

THIS FORM MUST BE SIGNED.

### **EXCEPTIONS, DEFICIENCIES AND DEVIATIONS FORM**

Following is a listing of ALL exceptions, deficiencies and deviations from the requirements and/or provisions as outlined in this Request for Proposals (RFP). Unless specifically listed here your response will be considered to be in FULL compliance with the RFP. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of the RFP stipulated must be fulfilled at no additional expense to Polk County, Texas.									
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The Polk County, Texas Commissioners Court desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and thereby consider the safety records of potential contractors prior to awarding this RFP. Pursuant to Section 262.0435 of the Local Government Code, Polk County, Texas has adopted the following written definition and criteria for accurately determining the safety record of a Respondent prior to award of this RFP.

The definition and criteria for determining the safety record of a Respondent for this consideration shall be:

If the Respondent in response to the questions in this Questionnaire reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the Respondent for serious violations of OSHA regulations within the past three (3) years, County will, at its discretion, determine whether to disqualify the Respondent.

If the Respondent in response to the questions in this Questionnaire reveals more than one (1) case in which Respondent has received a citation from an environmental protection agency for violations within the past five (5) years, County will, at its discretion, determine whether to disqualify the Respondent. Environmental Protection Agencies include the U.S. Army Corps of Engineer (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), and its past associated agency: the Texas Natural Resource Conservation Commission (TNRCC), the Texas Department of Health, the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

If the Respondent in response to the questions in this Questionnaire reveals that the Respondent has been convicted of a criminal offense within the past ten (10) years which resulted in serious bodily harm or death, County will determine whether to disqualify the Respondent.

In order to obtain proper information from Respondents so that County may consider the safety records of potential contractors prior to awarding bids on County contracts, Polk County, Texas requires that Respondents answer the following three (3) questions and submit them with their proposals:

#### QUESTION ONE

Has	the	Respon	ndent,	or	the	firm,	corpo	ration,	partn	ership,	or	institution	rep	resented	by	the
Resp	onde	nt, or a	nyone	actin	ng fo	r such	firm,	corpora	ation,	partners	ship	or institu	tion,	received	citati	ions
for vi	olatio	ns of OS	SHA wit	thin i	the p	ast thre	ee (3)	years?								

	Y	es	١	J	o

If the Respondent has indicated **Yes** for question number one above, the Respondent must provide Polk County, Texas, with its proposal response, the following information with respect to each such citation.

- 1. Date of offense:
- 2. Location of establishment inspected;
- 3. Category of offense;
- 4. Final disposition of offense, if any; and
- 5. Penalty assessed.

#### **QUESTION TWO**

Has the Respondent, or the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations with the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

Yes	No

If the Respondent has indicated Yes for question number two above, the Respondent must provide Polk County, Texas, with its proposal response, the following information with respect to each such citation.

- 1. Date of offense;
- 2. Location where offense occurred;
- 3. Type of offense:
- 4. Final disposition of offense, if any; and
- 5. Penalty assessed.

QUESTION THREE
Has the Respondent, or the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?
YesNo
If the Respondent has indicated <b>Yes</b> for question number three above, the Respondent must provide Polk County, Texas, with its proposal response, the following information with respect to each such citation.
1. Date of offense;
2. Location where offense occurred;
3. Type of offense;
4. Final disposition of offense, if any; and
5. Penalty assessed.
I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.
Date:
Signature

Printed Name

Title

#### **ENVIRONMENTAL COMPLIANCE AND SAFETY RECORD**

Pursuant to Sections 252.0435 of the Texas Local Government Code, the County shall consider the environmental compliance/safety record of the Respondents and may determine at its reasonable discretion the disqualification of any Respondent which in response to the following question reveals more than two (2) or more violations, with the severity and nature of the violations to be considered in the determination.

Has the Respondent, or the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such firm, corporation, partnership, or institution, received citations for violations of environmental laws within the past three years? Citations include, but are not limited to: notices of violation; suspensions/revocations of state/federal licenses or registrations; fines assessed; pending criminal complaints; indictments; convictions; deferred adjudications; administrative orders; draft orders; final orders; and final judgments. Any citations from the following agencies must be supplied: Environmental Protection Agency (EPA); Texas Commission on Environmental Quality or its past associated agencies such as the Texas Natural Resource Conservation Commission (TNRCC), the Texas Water Commission, and the Texas Air Control Board; and the Texas Department of State Health Services and its predecessor agency the Texas Department of Health. Also include any citations from environmental regulatory agencies of other states of the United States.

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Yes	No
1.65	IVI

If the Respondent has indicated **Yes** for question number one above, the Respondent must provide Polk County, Texas, with its proposal response, the following information with respect to each such citation.

- 1. Date of Citation;
- 2. Location of establishment inspected:
- 3. Category of offense;
- 4. Final disposition of offense, if any; and
- Penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.

Signature
Printed Name

# PLANNING STANDARD FOR DISASTER DEBRIS MONITORING AND CONSULTING SERVICES

The County has selected a hurricane that impacts the entire County causing large amounts of vegetative and construction and demolition debris as its planning standard. The estimated debris volume is 500,000 cubic yards. This is strictly a planning figure for estimating potential removal and disposal needs; it is not a fixed quantity for the purpose of contractual obligations. The actual volume of debris may be greater than or less than the planning volume. The County's goal is to complete the debris/waste removal and disposal process in 90 days. This assumes that the entire area of the County will be accessible within that period. Due to the potential for flooding, some areas might not be accessible for some time after a major natural disaster. The Contractor must be aware that it might not be possible to initiate operations in all parts of the County simultaneously immediately after a storm.

Based on the planning standard above, please complete the following Debris Monitoring and Consulting Firm Bid Pricing Form.

# DEBRIS MONITORING AND CONSULTING FIRM BID PRICING FORM

ITEM NO.	POSITION DESCRIPTION	NO. OF NEEDED PERSONNEL	HOURLY RATE	RATE TOTAL
1.	Project Manager		\$	\$
2.	Operations Manager		\$	\$
3.	Scheduler/Expeditors		\$	\$ <u>.</u>
4.	GIS Analyst		\$	\$
5.	Field Supervisors		\$	\$
6.	Debris Site/Tower Monitor		\$	\$
7.	Environmental Specialist		\$	\$
8.	Project Inspectors (Citizen Drop-Off Site Monitors)		\$	\$
9.	Field Coordinators (Crew Monitors)  Loading Debris Monitors  Roving Debris Monitors  Loading Site Monitors		\$ \$ \$	\$ \$ \$
10.	Load Ticket Data Entry Clerks (QA/QC)		\$	\$
11.	Billing/Invoice Analyst		\$	\$
12.	Project Coordinators		\$	\$
13.	Residential Monitors		\$	\$
14.	Automated Ticketing Specialist		\$	\$
15.	Aerial Photographer		\$	\$
16.	Data Manager		\$	\$.
17.	Safety Manager		\$	\$
18.	Administrative Assistant		\$	\$
19.	FEMA Public Assistance Policy Specialist		\$	\$

ITEM NO.	POSITION DESCRIPTION	NUMBER NEEDED	HOURLY RATE	RATE TOTAL
20.	Other Positions			
;				
			\$	\$
		i	\$	·\$
		_	\$	\$
.21.	Other Fees			
		,	\$	\$
	· · · · · · · · · · · · · · · · · · ·		\$	\$
			\$	\$

RESPONDENTS MAY <u>NOT</u> MODIFY THE BID PRICING FORM ITEMS 1 THROUGH 19. RESPONDENTS HAVE THE OPTION TO COMPLETE ITEMS 20 AND 21 "RATES/PRICING FOR OTHER POSITIONS AND OTHER FEES FOR ITEMS NOT LISTED IN THE BID PRICING FORM ITEMS 1 THROUGH 19."

### **CONTRACTOR MBE/WBE IDENTIFICATION**

Minority Business Enterprise (MBE) - The Respondent represents that it:	
is, is not a minority-owned business	
;	
Woman Business Enterprise (WBE) - The Respondent represents that it:	
is, is not a woman-owned business	

Contractor MBE/WBE Identification is included in the RFP and must be submitted with the response.

### CONFILCT OF INTEREST QUESTIONNAIRE (CIQ)

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any contractor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the contractor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the County. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire is included in this solicitation. By submitting a response to this request, the Contractor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Questionnaire form CIQ is included in the RFP and must be submitted with the response. Please also send a completed CIQ Form to the Polk County Clerk at P.O. Drawer 2119 Livingston, TX 77351.

#### **CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)**

# CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code</u> § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

#### Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed;

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- $\cdot$ (ii) the local governmental entity is considering entering into a contract with the vendor:
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

#### Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ					
For vendor doing business with local governmental entity						
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICEUSEONLY					
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor whas 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 latter the business day after the date the vendor becomes aware of facts that require the statement to filed. See Section 178.008(a-1), Local Government Code.						
A vendor commits an offense if the vendor knowingly violates Section 176,006, Local Government Code. offense under this section is a misdemeanor.	An i					
Name of vendor who has a business relationship with local governmental entity.						
2						
Check this box if you are filing an update to a previously filed questionnaire. (The la completed questionnaire with the appropriate filing authority not later than the 7th bus you became aware that the originally filed questionnaire was incomplete or inaccure.	ness day after the date on which					
Name of local government officer about whom the information is being disclosed.						
Name of Officer						
4 Describe each employment or other business relationship with the local government						
officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship Complete subparts A and B for each employment or business relationship described. A CIQ as necessary.	with the local government officer.					
A. Is the local government officer or a family member of the officer receiving other than investment income, from the vendor?	or likely to receive taxable income,					
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						
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.						
Check this box if the vendor has given the local government officer or a family mem as described in Section 176.003(a)(2)(B), excluding gifts described in Section 1						
7						
Signature of vendor doing business with the governmental entity	Date					
Form provided by Texas Ethics Commission www.ethics.state.tx.us	Revised 1/1/2021					

### **Certification Regarding Lobbying**

**Certification Regarding Lobbying Form**: Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.

# Certification Regarding Lobbying (To be submitted with each bid or offer exceeding \$100,000)

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

- (a) 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.
- (b) 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.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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).

The Contractor,	, certifies or affirms the truthfulness and accuracy of each
statement of its certification and d	disclosure, if any. In addition, the Contractor understands and
agrees that the provisions of 31 U.S	S.C. § 3801 et seq., apply to this certification and disclosure, if
any.	
Signature of Contractor's Authoriz	ed Official
Printed Name and Title of Contract	tor's Authorized Official

Date

#### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to little 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any tobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city. State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subsward recipient. Identify the tier of the subswardee, e.g., the first subswardee of the prime is the 1st tier. Subswards include but are not limited to subcontracts, subgrents and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, invitations for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure.
   Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (Mi).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0048. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by CMB 0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

Type of Federal Action:  a. contract  b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action:  a. bid/offer/application  b. initial award  c. post-award		Report Type: a. initial filing b. material change		
		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:			
Congressional District, if kno	wn:		onal District, if known:		
Federal Department/Agency: 7. Fe		,	7. Federal Program Name/Description:  CFDA Number, if applicable:		
Federal Action Number, if known:	umber, if known: 9. Award Amou		int, if known:		
	s		•		
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 the 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 Reproduction Standard Form - LLL (Rev. 7-97)			

#### Form 1295

**Form 1295:** Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information.

CERTIFICATE OF INTE	RESTED PARTIES	ŗ		FORM 1295
Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and 6 i		;		CEUSEONLY
Name of business entity filing form, a entity's place of business.	nd the city, state and country of the bu	siness		uskile
Name of governmental entity or state agency that is a party to the contract for which the form is being filed.				iz,
3 Provide the identification number use and provide a description of the servi	d by the governmental entity or state a ces, goods, or other property to be pro	vided ucy	the cont	ract.
Name of interested Party	City, State, Country	Natu	re of Interes	t (check applicable)
	(place of business)	Ca	ntro <b>ving</b>	Intermediary
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5 Check only if there is NO intereste	d Party.			
6 UNSWORN DECEMPATION  My name is	and my date	र्ज किंदी कि		
My address is (street)	(city)	{sta	že) (zip cod	te) (country)
define under pensity of perjury that the foreg		ę.w.	4. <del>()</del>	., /
Executed in County, St	ate of , on the day o	-	, 20 <u>.</u> onth) (	(year)
	Signature of authorized	agent of c (Declarant		ness entity
ADD	ADDITIONAL PAGES AS NECE	ESSARY	<i>!</i>	
onn provided by Texas Ethics Commission	www.ethics.state.tr.us			Revised 12/22/2017